

# 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)	Alyeska Resort Operations dba Glacier Lounge	Name (last name first)	Pomeroy, Ryan
Mailing Address	9820 - 100th Avenue, Box 280	Mailing Address	9820 - 100th Avenue, Box 280
	Grand Prairie, Alberta, Canada T8V0T8		Grand Prairie, Alberta, Canada T8V0T8
Contact Phone - Day	415-216-6643	Contact Phone - Day	415-216-6643
Evening		Evening	
E-mail	jessica.brown@hklaw.com	E-mail	jessica.brown@hklaw.com

\*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.

Signature

*R. Pomeroy*

Date 10/21/2022

Print Name Ryan Pomeroy

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

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

ABC license number: 6095

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.

Signature

☒ Petitioner

☐ Representative

10/21/2022

Date

(Representatives must provide written proof of authorization from petitioner)

Ryan Pomeroy

Print Name

Accepted by:

Poster & Affidavit:

Fee:

Case Number:

Meeting Date:

2023-0004

01/10/2023



**PROPERTY INFORMATION**

Property Tax # (000-000-00-000): 075-041-45-000

Site Street Address: 1000 Arlberg Ave, Girdwood, AK 99587

Current legal description: (use additional sheet if necessary)

Alyeska Prince Addition, TR A, Frag lot 1

Zoning: GRST-2

Acreage: 620579 sq. ft.

Grid #: SE4717

**COMPREHENSIVE PLAN INFORMATION**Improvement Area (per AMC 21.08.050B.): ☐ Class A ☒ Class B**Anchorage 2040 Land Use Designation:**

- ☐ Neighborhood (Residential)    ☐ Center    ☐ Corridor  
☐ Open Space    ☐ Facilities and Institutions    ☐ Industrial Area

**Anchorage 2040 Growth Supporting Features:**

- ☐ Transit-supportive Development    ☐ Greenway-supported Development  
☐ Traditional Neighborhood    ☐ Residential Mixed-use

**Eagle River-Chugiak-Peters Creek Land Use Classification:**

- ☐ Commercial    ☐ Industrial    ☐ Parks/opens space  
☐ Public Land Institutions    ☐ Marginal land    ☐ Alpine/Slope Affected  
☐ Special Study    ☐ Residential at \_\_\_\_\_ dwelling units per acre

**Girdwood- Turnagain Arm**

- ☒ Commercial    ☐ Industrial    ☐ Parks/opens space  
☐ Public Land Institutions    ☐ Marginal land    ☐ Alpine/Slope Affected  
☐ Special Study    ☐ Residential at \_\_\_\_\_ dwelling units per acre

**ENVIRONMENTAL INFORMATION** (All or portion site affected)

- Wetland Classification: ☒ None    ☐ "C"    ☐ "B"    ☐ "A"  
 Avalanche Zone: ☒ None    ☐ Blue Zone    ☐ Red Zone  
 Floodplain: ☒ None    ☐ 100 year    ☐ 500 year  
 Seismic Zone (Harding/Lawson): ☐ "1"    ☒ "2"    ☐ "3"    ☐ "4"    ☐ "5"

**RECENT REGULATORY INFORMATION** (Events that have occurred in last 5 years for all or portion site)

- ☐ Rezoning - Case Number:  
☐ Preliminary Plat ☐ Final Plat - Case Number(s):  
☒ Conditional Use - Case Number(s):  
☐ Zoning variance - Case Number(s):  
☐ Land Use Enforcement Action for  
☐ Building or Land Use Permit for  
☐ Wetland permit: ☐ Army Corps of Engineers ☐ Municipality of Anchorage

**APPLICATION REQUIREMENTS** (Only one copy of applicable items is required for initial submittal)

- 1 copy required: ☒ Signed application (original)    ☐ Ownership and beneficial interest form (if applicable)  
☒ Completed Alcoholic Beverage Control Board liquor license application form (filed with ABC Board) including all drawings and attachments

7 copies required ☒ Signed application (copies)

- ☒ Approved parking and landscape plan from Land Use Review
- ☒ Site plan to scale depicting: building footprints; parking areas; vehicle and pedestrian circulation; lighting; landscaping; signage; and licensed premises location
- ☒ Building plans to scale depicting: floor plans indicating the location of sales and service areas; building elevations (photographs are acceptable)
- ☒ Photographs of premises from each street frontage that include and show relationship to adjacent structures and the premises visible street address number
- ☒ Narrative explaining the project; construction schedule and open for business target date; analysis of approval criteria on page 3

**FACILITY OPERATIONAL INFORMATION**

What is the proposed or existing business name? (Provide both if name is changing)

Glacier Lounge

What is the gross leasable floor space in square feet?

1,330 sq. ft.

What will be the normal business hours of operation?

24 hr/day, 7 days/week

What will be the business hours that alcoholic beverages will be sold or dispensed?

Hours of operations 10am to 2:30am Su-Th and 10am to 3am Fri-Sat per AMC 10.50

What do you estimate the ratio of food sales to alcohol beverage sales will be?

25 % Alcoholic beverage sales

75 % 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 ☒ NoDo 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
None	

**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
%	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-specific standards set forth in chapter 21.04.
3. The proposed use is consistent with any applicable use-specific standards set forth in chapter 21.05.
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.
5. The proposed use will not alter the character of the surrounding area in a manner which substantially limits, impairs, or prevents the use of surrounding properties for the permitted uses listed in the underlying zoning district.
6. The proposed use is compatible with uses allowed on adjacent properties, in terms of its scale, site design, operating characteristics (hours of operation, traffic generation, lighting, noise, odor, dust, and other external impacts).
7. Any significant adverse impacts anticipated to result from the use will be mitigated or offset to the maximum extent feasible.
8. The proposed use is appropriately located with respect to the transportation system, including but not limited to existing and/or planned street designations and improvements, street capacity, access to collectors or arterials, connectivity, off-site parking impacts, transit availability, impacts on pedestrian, bicycle, and transit circulation, and safety for all modes.
9. The proposed use is appropriately located with respect to existing and/or planned water supply, fire and police protection, wastewater disposal, storm water disposal, and similar facilities and services.

## STANDARDS CHAPTER 10.50 ALCOHOLIC BEVERAGES

In the exercise of its powers and under AS 04.11.480 and 15 AAC 104.145 to protest issue, renewal, and transfer of alcoholic beverage licenses within the Municipality of Anchorage, the Assembly shall consider whether the proposed license meets **each and every factor and standard** set forth below.

### CONCENTRATION AND LAND USE

Whether transfer of location or issue of the requested license will negatively impact the community through an increase in the concentration of uses involving the sale or service of alcoholic beverages within the area affected.

*How many active liquor licenses are located on the same property as your proposed license?*

5

*Within 1,000 feet of your site are how many active liquor licenses?*

6

*How would you rate this area's license concentration on a scale of 1 to 5 with 5 = high?*

3

*How many active liquor licenses are within the boundaries of the local community council?*

11

### TRAINING

If application is made for issue, renewal, or transfer of a license, the applicant must be able to demonstrate prospective or continued compliance with a Liquor "Server Awareness Training Program" approved by the State of Alaska Alcoholic Beverage Control Board, such as or similar to the program for techniques in alcohol management (T.A.M.).



**OPERATIONS PROCEDURES**

If application is made for issue, renewal, or transfer of a license, whether the applicant can demonstrate prospective or continued compliance with operations procedures for licensed premises set forth in section 10.50.035 of municipal code.

- ☐ Yes ☒ No Happy hours?  
☐ Yes ☒ No Games or contests that include consumption of alcoholic beverages?  
☒ Yes ☐ No Patron access and assistance to public transportation?  
☒ Yes ☐ No Notice of penalties for driving while intoxicated posted or will be posted?  
☒ Yes ☐ No Non-alcoholic drinks available to patrons?  
☐ Yes ☒ No Solicitation or encouragement of alcoholic beverage consumption?

**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:*

Entrance to the Lounge is limited to one non-emergency entrance. All guests will have their age verified upon entry. All alcohol will be kept in secure locations and out of the work area of minors.

*Outside facility:*

he Lounge is located within a larger hotel complex with various other establishments that have successfully maintained the highest standard in alcohol service for decades.

**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:





# Holland & Knight

50 California St. Suite 2800 | San Francisco CA 94111 | T 415.743.8235 | F 415.743.8910  
Holland & Knight LLP | www.hklaw.com

Jessica M. Brown  
Jessica.Brown@hklaw.com

August 31, 2022

## VIA E-MAIL

Alaska Alcoholic Beverage Control Board  
550 West 7th Ave, Suite 1600  
Anchorage, AK 99501

Re: New Alcohol License Application – Alyeska Resort Operations LP

Dear Sir or Madam:

Enclosed please find the following documents in support of Alyeska Resort Operations LP, dba Glacier Lounge alcohol license application pursuant to AS 04.11.400(d).

- √ 1. New Liquor License Application (Signed and notarized)
  - Form AB-00
- √ 2. Detailed Diagram Of Premises To Be Licensed
  - Form AB-02
  - Detailed blueprints, clearly drawn and marked
- √ 3. Restaurant Designation Permit Application
  - Form AB-03
  - Menus
  - Health Permit
- √ 4. Posting Affidavit (Signed and notarized after 10-day posting of application)
  - Form AB-07
- √ 5. Statement Of Financial Interest (Signed & notarized)
  - Form AB-09
- √ 6. Proof Of Advertising (Publishers affidavit from newspaper or radio)
  - Anchorage Daily News, Affidavit of Publication
- √ 7. 2022 Beverage Dispensary Tourism Statement per AS 04.11.400(d)
- √ 8. Entity Documents
  - Partnership Agreement
  - Certificate of Limited Partnership
  - Certificate of Amendment
- √ 9. Proof Of Right, Title Or Interest (Lease, rental contract, or recorded property deed in applicant's name)
  - Lease Agreement

- This lease agreement demonstrates that Alyeska Resort Operations Limited Partnership holds fee simple interest in the property on which the lounge rests via the owners of record of the property, Alyeska Resort Hotel Limited Partnership and Mt. Alyeska Ski Resort Limited Partnership. As demonstrated in Exhibit A of the Lease Agreement attached here, Tract A Lots 1-13 contain the entire premises being licensed here.
- √ 10. Fingerprint Cards: Licensee Ryan Pomeroy is the licensee for all other Alyeska license duplicates and his fingerprint card and background check are on file with AMCO.
- √ 11. License Fee
  - Fee of \$2,500 (Tourism AS 04.11.400(d))
  - Please call undersigned for Credit Card Information
- √ 12. Application/Filing Fee (\$500)
  - Fee of \$500
  - Please call undersigned for Credit Card Information
- √ 13. Alcohol Server Training Certification
  - Samantha Hondel and Heather Ruhle - TAPS
- √ 14. Authorization of Records Release
  - Forms AB-08a already on file for Ryan Pomeroy and Stefan Nasalski
- √ 15. Restaurant Designation Fee
  - Fee of \$50
  - Please call undersigned for Credit Card Information

Please let me know should you require additional information, or if I can assist you in any way.

Sincerely,

A handwritten signature in dark ink, appearing to read "Joe", followed by a horizontal line.





Alaska Alcoholic Beverage Control Board

## Form AB-00: New License Application

### Why is this form needed?

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 Anchorage 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:	Alyeska Resort Operations Limited Partnership		
License Type:	Beverage Dispensary - Tourism Duplicate	Statutory Reference:	04.11.400(d)
Doing Business As:	Glacier Lounge		
Premises Address:	1000 Arlberg Avenue		
City:	Girdwood	State:	AK ZIP: 99587
Local Governing Body:	Municipality of Anchorage		
Community Council:	Girdwood Community Council		

Mailing Address:	9820 - 100th Avenue, Box 280		
City:	Grand Prairie	State:	Alberta, Canada ZIP: T8V0T8

Designated Licensee:	Ryan Pomeroy		
Contact Phone:	415.216.6643	Business Phone:	907.206.3166
Contact Email:	jessica.brown@hklaw.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:		Examiner:	



Alaska Alcoholic Beverage Control Board

## Form AB-00: New License Application

### Section 2 – Premises Information

Premises to be licensed is:



an existing facility



a new building



a proposed building

The next two questions must be completed by beverage dispensary (including tourism) and package store applicants only:

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the outer boundaries of the nearest school grounds? Include the unit of measurement in your answer.

Girdwood Elementary School: 2.1 miles

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the public entrance of the nearest church building? Include the unit of measurement in your answer.

Chapel of Our Lady of the Snows; 0.4 miles

### Section 3 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 4.

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

The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: ☐ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	

This individual is an: ☐ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	





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:	Alyeska Resort Operations GP LLC				
Title(s):	General Partner	Phone:	780-814-5295	% Owned:	0.01%
Address:	9820 - 100th Avenue, Box 280				
City:	Grande Prairie	State:	Alberta, Canada	ZIP:	T8V0T8

Entity Official:	Seven Glaciers Hotel Limited Partnership				
Title(s):	Limited Partner	Phone:	780-814-5295	% Owned:	99.99%
Address:	9820 - 100th Avenue, Box 280				
City:	Grande Prairie	State:	Alberta, Canada	ZIP:	T8V0T8

Entity Official:	Ryan Pomeroy				
Title(s):	Affiliate	Phone:	437-347-0348	% Owned:	0
Address:	9820 - 100th Avenue, Box 280				
City:	Grande Prairie	State:	Alberta, Canada	ZIP:	T8V0T8

Entity Official:	Stefan Nasalski				
Title(s):	Affiliate	Phone:	780-814-5295	% Owned:	0
Address:	9820 - 100th Avenue, Box 280				
City:	Grande Prairie	State:	Alberta, Canada	ZIP:	T8V0T8



Alaska Alcoholic Beverage Control Board

## Form AB-00: New License Application

This subsection must be completed by any applicant that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC) and have a registered agent who is an individual resident of the state of Alaska.

DOC Entity #:	10093750	AK Formed Date:	10-13-2018	Home State:	AK
Registered Agent:	Dolores Owen		Agent's Phone:	907-586-3340	
Agent's Mailing Address:	9360 Glacier HWY STE 202				
City:	Juneau	State:	AK	ZIP:	99801

Residency of Agent:

Yes No

Is your corporation or LLC's registered agent an individual resident of the state of Alaska?

☒☐

### Section 5 – Other Licenses

Ownership and financial interest in other alcoholic beverage businesses:

Yes No

Does any representative or owner named in this application have any direct or indirect financial interest in any other alcoholic beverage business that does business in or is licensed in Alaska?

☒☐

If "Yes", disclose which individual(s) has the financial interest, what the type of business is, and if licensed in Alaska, which license number(s) and license type(s):

Stefan Nasalski and Ryan Pomeroy: Hotel Alyeska, Hotel, Beverage Dispensary - Tourism License # 3445; Seven Glaciers Lounge, Restaurant, Beverage Dispensary - Tourism Duplicate License # 3446; Sitzmark Bar & Grill, Restaurant, Beverage Dispensary - Tourism Duplicate License # 3447; The Sundry Shop at Alyeska, Retail Alcohol, Package Store License # 3449; Sakura Asian Bistro, Restaurant, Beverage Dispensary - Tourism Duplicate License # 5210; Forte, Restaurant, Beverage Dispensary - Tourism Duplicate License # 5211; Bore Tide Deli, Restaurant, Beverage Dispensary - Tourism Duplicate License # 5466; Two Trees Bistro, Restaurant, Beverage Dispensary - Tourism Duplicate License # 5953.

### Section 6 – Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

☒☐

If "Yes", disclose the name of the individual and the reason for this authorization:

Jessica Brown - Local Liquor Counsel





Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

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.

RP

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

RP

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.

RP

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.

RP

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

RP

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

RP

ASHARJEET KAUR MINHAS  
A COMMISSIONER FOR OATHS  
IN AND FOR THE PROVINCE OF ALBERTA

Signature of licensee

RYAN POMEROY  
Printed name of licensee

Signature of Notary Public

Notary Public in and for the State of Alberta

My commission expires: Nov 23, 2022

Subscribed and sworn to before me this 15 day of August, 2022.



## Alaska Alcoholic Beverage Control Board

# Form AB-02: Premises Diagram

### Why is this form needed?

A detailed diagram of the proposed licensed premises is required for all liquor license applications, per AS 04.11.260 and 3 AAC 304.185. Your diagram must include dimensions and must show all entrances and boundaries of the premises, walls, bars, fixtures, and areas of storage, service, consumption, and manufacturing. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex.

**The second page of this form may not be required.** Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached to, and submitted with any supplemental diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

**This form must be completed and submitted to AMCO's Anchorage office before any license application will be considered complete.**

Yes No

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.

☐☒

## Section 1 – Establishment Information

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

Licensee:	Alyeska Resort Operations Limited Partnership	License Number:			
License Type:	Beverage Dispensary - Tourism Duplicate				
Doing Business As:	Glacier Lounge				
Premises Address:	1000 Arlberg Avenue				
City:	Girdwood	State:	AK	ZIP:	99587





Alcohol and Marijuana Control Office

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

Anchorage, AK 99501

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

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

Phone: 907.269.0350

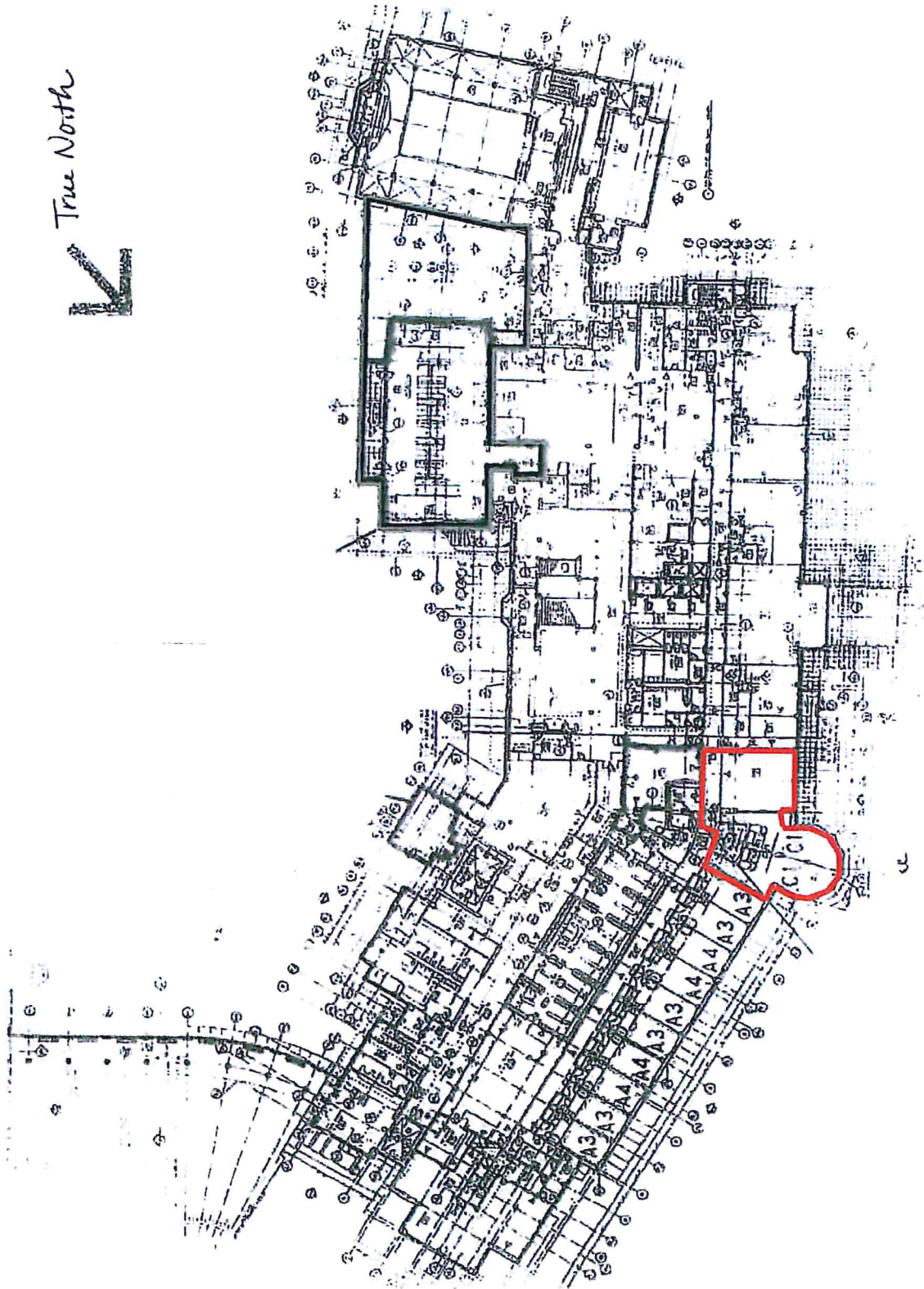
Alaska Alcoholic Beverage Control Board

## Form AB-02: Premises Diagram

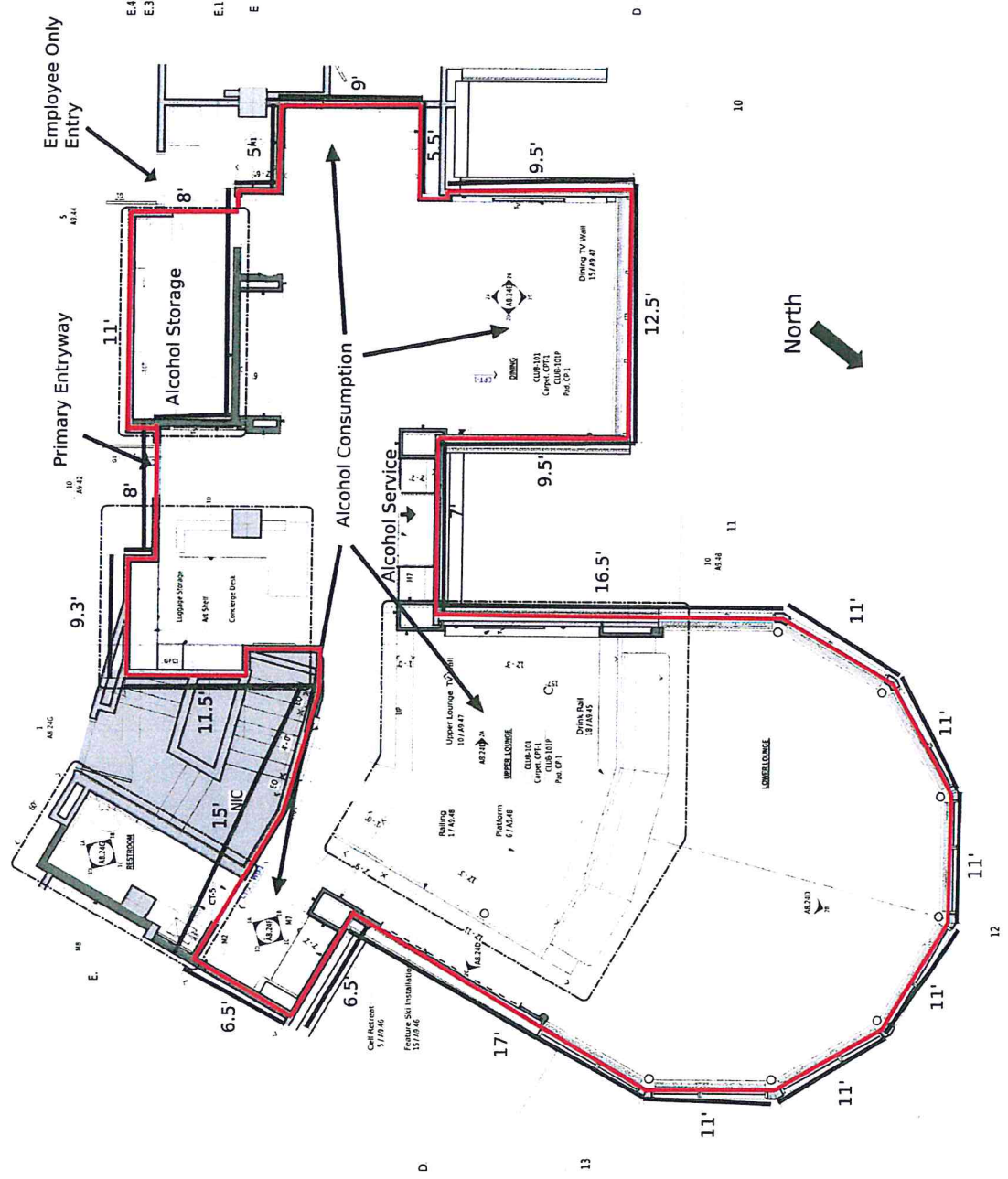
### Section 2 – Detailed Premises Diagram

Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances and exits, walls, bars, and fixtures, and outline in red the perimeter of the areas designated for alcohol storage, service, consumption, and manufacturing. Include dimensions, cross-streets, and points of reference in your drawing. You may attach blueprints or other detailed drawings that meet the requirements of this form.

True North







1. Club Lounge Floor Plan



## Alaska Alcoholic Beverage Control Board

**Form AB-03: Restaurant Designation Permit Application****Why is this form needed?**

A restaurant designation permit application is required for a licensee desiring designation under 3 AAC 304.715 – 3 AAC 304.795 as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049. Designation will be granted only to a holder of a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license, and only if the requirements of 3 AAC 304.305, 3 AAC 304.725, and 3 AAC 304.745, as applicable, are met. A **menu** or expected menu listing the meals, including entrées prepared on-site and offered to patrons, and copy of the DEC Food Service Permit (or corresponding DHHS documentation for licenses located in the Municipality of Anchorage) must accompany this form. Applicants should review AS 04.16.049 – AS 04.16.052 and 3 AAC 304.715 – 3 AAC 304.795. All fields of this form must be completed. The required \$50 permit fee may be made by credit card, check, or money order.

**Section 1 – Establishment Information**

Enter information for licensed establishment.

Licensee:	Alyeska Resort Operations Limited Partnership				
License Type:	Beverage Dispensary - Tourism Duplicate	License Number:			
Doing Business As:	Glacier Lounge				
Premises Address:	1000 Arlberg Avenue				
City:	Girdwood	State:	AK	ZIP:	99587
Contact Name:	Jessica Brown	Contact Phone:	415.216.6643		

**Section 2 – Type of Designation Requested**

This application is for the request of designation as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049, and for the request of the following designation(s) (check all that apply):

- ☐ Dining after standard closing hours: AS 04.16.010(c)
- ☒ Dining by persons 16 – 20 years of age: AS 04.16.049(a)(2)
- ☒ Dining by persons under the age of 16 years, accompanied by a person over the age of 21: AS 04.16.049(a)(3)
- ☐ Employment for persons 16 or 17 years of age: AS 04.16.049(c)  
NOTE: Under AS 04.16.049(d), this permit is not required to employ a person 18 - 20 years of age.

OFFICE USE ONLY	
Transaction #:	Initials:





Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

## Alaska Alcoholic Beverage Control Board

# Form AB-03: Restaurant Designation Permit Application

### Section 3 – Minor Access

Review AS 04.16.049(a)(2); AS 04.16.049(a)(3); AS 04.16.049(c)

List where within the premises minors are anticipated to have access in the course of either dining or employment as designated in Section 2. (Example: Minors will only be allowed in the dining area. OR Minors will only be employed and present in the Kitchen.)

Minors under the age of 16 will only be allowed in the dining area and must be accompanied by an adult 21 years of age or older.  
Individuals aged 16-20 will be allowed in the area for dining purposes only.  
Individuals aged 18-20 will be employed and present in the kitchen.

Describe the policies, practices and procedures that will be in place to ensure that minors do not gain access to alcohol while dining or employed at your premises.

Entrance to the Lounge is limited to one non-emergency entrance.  
All guests will have their age verified upon entry.  
Upon entry, management will ensure that minors do not have access to alcohol using standard industry best practices.  
Alcohol will be kept in secure locations and out of the work area of minors.

Is an owner, manager, or assistant manager who is 21 years of age or older always present on the premises during business hours?

Yes No

☒ ☐

### Section 4 – DEC Food Service Permit

Per 3 AAC 304.910 for an establishment to qualify as a Bona Fide Restaurant, a Food Service Permit or (for licenses within the Municipality of Anchorage) corresponding Department of Health and Human Services documentation is required.

Please follow this link to the DEC Food Safety Website: <http://dec.alaska.gov/eh/fss/food/>

Please follow this link to the Municipality Food Safety Website:

<http://www.muni.org/Departments/health/Admin/environment/FSS/Pages/fssfood.aspx>

If you are unable to certify the below statement, please discuss the matter with the AMCO office:

Initials

I have attached a copy of the current food service permit for this premises OR the plan review approval.

RP

\*Please note, if a plan review approval is submitted, a final permit will be required before finalization of any permit or license application.



Alaska Alcoholic Beverage Control Board

## Form AB-03: Restaurant Designation Permit Application

### Section 5 – Hours of Operation

Review AS 04.16.010(c).

Enter all hours that your establishment intends to be open. Include variances in weekend/weekday hours, and indicate am/pm:

Monday through Friday: Food Service only 2:30 am to 10:00 am; Food and Alcohol Service 10:00 am to 2:30 am.

Saturday/Sunday/Legal Holidays: Food Service only 3:00 am to 10:00 am; Food and Alcohol Service 10:00 am to 3:00 am.

### Section 6 – Entertainment & Service

Review AS 04.11.100(g)(2)

Are any forms of entertainment offered or available within the licensed business or within the proposed licensed premises?

Yes  
☐

No  
☒

If "Yes", describe the entertainment offered or available and the hours in which the entertainment may occur:

During food service only hours (2:30 am to 10:00 am weekdays; 3:00 am to 10:00 am weekends and holidays), food will be available to patrons via buffet service. This food will be restocked by staff as needed. No alcohol will be served at this time and alcohol will be secured from guest access during this time.

Food and beverage service offered or anticipated is:

☐

table service

☒

buffet service

☒

counter service

☐

other

If "other", describe the manner of food and beverage service offered or anticipated:





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Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

**Form AB-03: Restaurant Designation Permit Application**

**Section 7 – Certifications and Approvals**

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

Initials

There are tables or counters at my establishment for consuming food in a dining area on the premises.

RP

I have included with this form a menu, or an expected menu, listing the meals to be offered to patrons.  
This menu includes entrées that are regularly sold and prepared by the licensee at the licensed premises.

RP

I certify that the license for which I am requesting designation is either a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license.

RP

I have included with this application a copy of the most recent AB-02 or AB-14 for the premises to be permitted.

*(AB-03 applications that accompany a new or transfer license application will  
not be required to submit an additional copy of their premises diagram.)*

RP

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

RP

Ryan Pomeroy  
Printed name of licensee

RP  
Signature of licensee

**Local Government Review** (to be completed by an appropriate local government official):

Approved

Denied

☐☐

\_\_\_\_\_  
Signature of local government official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of local government official

\_\_\_\_\_  
Title



Alcohol and Marijuana Control Office

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**Alaska Alcoholic Beverage Control Board**

**Form AB-03: Restaurant Designation Permit Application**

**AMCO Enforcement Review:**

Enforcement Recommendation:

Approve

Deny

☐☐

\_\_\_\_\_  
Signature of AMCO Enforcement Supervisor

\_\_\_\_\_  
Printed name of AMCO Enforcement Supervisor

\_\_\_\_\_  
Date

**Enforcement Recommendations:**

**AMCO Director Review:**

Approved

Denied

☐☐

\_\_\_\_\_  
Signature of AMCO Director

\_\_\_\_\_  
Printed name of AMCO Director

\_\_\_\_\_  
Date

**Limitations:**





Municipality of Anchorage  
ANCHORAGE HEALTH DEPARTMENT  
**ENVIRONMENTAL SERVICES / FOOD SAFETY & SANITATION**  
825 L Street, P.O. Box 196650, Anchorage, Alaska 99519-6650  
Telephone: (907) 343-4200 Fax: (907) 343-4786  
www.muni.org/EHonline



**APPLICATION FOR HEALTH PERMIT**

- ☒ Food Establishment ☐ Catering ☐ Cottage Food ☐ Retail Marijuana  
☐ Pool/Hot Tub ☐ Beauty/Barber Shop ☐ Pest Control

Facility Name: <b>Glacier Lounge</b>		If Change of Owner, Previous Facility Name:	
Owner's Name(s): <b>Alyeska Resort Operations Limited Partnership</b>		Name of Person To Contact: <b>Jessica Brown</b>	
Site Address: <b>1000 Arlberg Ave., Girdwood, AK 99587</b>		Phone: <b>415.743.6935</b>	Fax:
Mailing Address: <b>PO Box 249</b>		Email: <b>jessica.brown@hklaw.com</b>	
City: <b>Girdwood</b>		State: <b>AK</b>	Zip: <b>99587</b>
Certified Manager's Name: <b>Jeremy Sullivan</b>	Manager Certificate # <b>21854200</b>	Certificate Expiration Date: <b>3/15/2027</b>	Operating Days/Hours: <b>Daily, 24 Hours/Day</b>
			Seating Capacity: <b>45</b>

**IF TEMPORARY FOOD, PROVIDE THE FOLLOWING**

Event & Location	Date(s)	Hrs. of Operation	Approved Kitchen/ Commissary	Time of Food Prep At Kitchen

Foods To Be Served

**IF PEST CONTROL, PROVIDE THE FOLLOWING**

- Pesticide applicant will comply with insurance requirements in AMC 15.75
- Equipment to be used • Pesticides/Chemicals used & method of application • Description of area(s) where application occurs
- Copy of liability insurance policy

I Certify that I am familiar with applicable Anchorage Municipal Code of Ordinances and that the above described establishment will be operated and maintained in accordance with said Ordinances.

Applicant's Signature: *[Signature]* Date: **August 30, 2022**

Facility ID:	District #	PE:	Owner ID:	Change: <input type="checkbox"/> New <input type="checkbox"/> Owner <input type="checkbox"/> Name <input type="checkbox"/> Permit Renewal <input type="checkbox"/> Mailing Address	Invoice #
<b>Fees:</b>		Department Comments:			
Permit					
Change of Owner					
Late Fee					
Other					
Total	Payment Type:	Check #	Cash Register Receipt:	Date Received:	
Approved (MOA):			Date Approved:		



### **Glacier Lounge Menu**

#### **Breakfast**

Scrambled Eggs

Bacon

Sausage

Fresh Fruit

Assorted breads

Yogurt

#### **Lunch Dinner and After Hours**

Meatballs

Spring Rolls

Assorted Mini Sandwiches

Charcuterie

Assorted Cheeses

Crudite



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Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

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

**Why is this form needed?**

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 Anchorage office before any license application will be considered

**Section 1 – Establishment Information**

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

Licensee:	Alyeska Resort Operations Limited Partnership			
License Type:	Beverage Dispensary - Tourism Duplicate			
Doing Business As:	Glacier Lounge			
Premises Address:	1000 Arlberg Avenue			
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: August 15, 2022

End Date: August 26, 2022

Other conspicuous location: Girdwood Post Office, 118 Lindblad Ave., Girdwood, AK 99587

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

Initials

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.



Ryan Pomeroy

Printed name of licensee

R - P /

Signature of licensee





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Alaska Alcoholic Beverage Control Board

**Form AB-09: Statement of Financial Interest**

**Why is this form needed?**

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 Anchorage 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:	Alyeska Resort Operations Limited Partnership				
License Type:	Beverage Dispensary - Tourism Duplicate	EIN:	83-2392856		
Doing Business As:	Glacier Lounge				
Premises Address:	1000 Arlberg Avenue				
City:	Girdwood	State:	AK	ZIP:	99587

**Section 2 – Certifications**

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

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.

Initials

RP

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.

RP

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

RP

Ryan Pomeroy  
Printed name of licensee

RP  
Signature of licensee

# ANCHORAGE DAILY NEWS

## AFFIDAVIT OF PUBLICATION

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STATE OF ALASKA  
THIRD JUDICIAL DISTRICT

Lisi Misa  
being first duly sworn on oath  
deposes and says that she is  
a representative of the  
Anchorage Daily News, a  
daily newspaper. That said  
newspaper has been approved  
by the Third Judicial Court,  
Anchorage, Alaska, and it now  
and has been published in the  
English language continually as a  
daily newspaper in Anchorage,  
Alaska, and it is now and during  
all said time was printed in an  
office maintained at the aforesaid  
place of publication of said  
newspaper. That the annexed is  
a copy of an advertisement as it  
was published in regular issues  
(and not in supplemental form)  
of said newspaper on

August 1, 8, 15/2022

and that such newspaper was  
regularly distributed to its  
subscribers during all of said  
period. That the full amount of  
the fee charged for the foregoing  
publication is not in excess of  
the rate charged private individuals.

Signed Lisi Misa

Subscribed and sworn to before

me this 19th day of August

2022

Jada L. Nowling

Notary Public in and for  
The State of Alaska.  
Third Division  
Anchorage, Alaska  
MY COMMISSION EXPIRES

7/14/2024

Jada L. Nowling  
ELECTRONIC NOTARY PUBLIC  
STATE OF ALASKA  
MY COMMISSION EXPIRES 07/14/2024

## Metallica in Anchorage: A very metal concert amid a satanic panic

At first, there was just the expected wall of sound. Then fire rained down from above. People alternately screamed, ran, cheered or cursed the promoter. Except for the band itself retreating, it was a very metal concert. It was Metallica in Anchorage.

There has long been opposition from some Anchorage corners regarding the heavier side of rock music, including metal and punk. In the 1970s, West High, of all places, was the premier local destination for visiting performers, including the Grateful Dead, Gordon Lightfoot and Bee Gees. But from 1972 to 1974, the school board banned "hard rock concerts" due to a belief that they encouraged excessive drinking, smoking and narcotic use. Yet, the worst incident, a motorcycle gang-versus-police brawl, occurred after a Clannad Heat concert. For those who do not remember them, Clannad Heat was a blues rock band that only the most timid of onlookers would describe as "hard rock."

For comparison, Ozzy Osbourne played West High in 1982, only six months after he bit the head off a bat at a Des Moines, Iowa, show. Sullivan Arena opened in 1983, finally providing Anchorage with at least a passable venue for large concerts. The number of seats aside, the arena quickly earned its longstanding reputation for poor sound quality. However, they only scheduled heavy metal bands intermittently and in the face of public backlash.

Notably, city officials allowed a 1984 Scorpions show at Sullivan Arena but warned ticket buyers that the show might inspire a health educator Nancy Morgan explained, "It's a concert that people have nationwide. We're not telling people, 'Don't go.' We're just saying, 'Be aware.' Earplugs were made available at the show for 50 cents each, though I doubt many sold."

Only the most prominent metal acts, like Ratt in 1986, were allowed to play at Sullivan Arena. When Judas Priest and Dokken played in 1991, they played at the Egan Center. And smaller, more punk acts found venues where they could, like the Suicidal Tendencies at Carpenters Hall in 1984.

Then there were the moral panics that included heavy metal among its targets. In particular, the 1980s and early 1990s were the heyday of the satanic panic, a baseless but widespread conspiracy theory that claimed a wave of occult crimes, from vandalism to murders, were secretly happening on a large scale across the country. Several innocent people were convicted for crimes that they not only did not commit but did not occur at all.

In one of the more sensational cases, Kelly Michaels of New

DAVID REAMER

STORIES OF ALASKA

Jersey was convicted of abusing children at the daycare where she worked. During the lengthy and repeated interrogations, investigators suggested and led the 3- and 4-year-old children into several impossible claims, including knife stabblings that left no scars and the eating of boiled babies. After five years in prison, Michaels won her release on appeal. The New Jersey Supreme Court stated, "the interviews of the children were highly improper and utilized coercive and unduly suggestive methods." The charges were later dismissed.

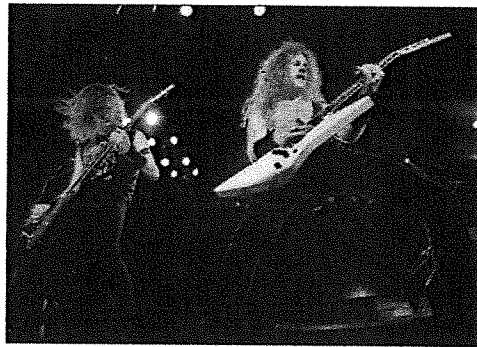
Alaskans were not immune. In 1988, a Juneau schoolteacher declared that a baby had been ritually murdered in a city park. She also claimed knowledge of an Angoon mother who had sacrificed her two children for Satan. As several police departments noted, there were no missing babies nor even a scrap of proof to support her claims. The panic subsided in the 1990s as the overwhelming lack of evidence slowly won over the courts and mass media, with the broader American populace following along at an even slower pace.

Still, many Alaskans during this time believed heavy metal was a gateway to Satanism. When Dio played Sullivan Arena in 1984, The Anchorage Times review included this purple, exaggerated passage: "At its worst the evening was every parent's worst rock concert nightmare: obscenely loud music, satanic lyrics, 12-year-old girls festooned with handcuffs and other accoutrements of pubescent bondage ... not to mention a near-violent confrontation between stage crew and concertgoers." Apart from the loud music, it is fair to wonder about the accuracy of details therein.

Alaska metal and punk fans had their own subversive opinions about the people susceptible to these panics. In the 1980s, "Environmental Song" by the Anchorage punk band Cynic. One, they sang, "People out here all look the same, KKK clothes are kinda plain."

Such was the context when Metallica visited Anchorage for the first time in 1989. Younger Alaskans were thrilled. Reaction was mixed among older residents. An Anchorage teacher told the Daily News, "Heavy metal is pretty vulgar oriented. There is some real negativity in some of those people. A parent of a teenager said, 'I'm nervous about what might happen there. I've heard the legend of drugs and behavior' at rock concerts."

Three years after their commercial breakthrough with their third album, "Master of



Metallica performs in Anchorage on May 27, 1989, at Sullivan Arena.

Puppets," the average Metallica show had become an exercise in logistics. For their Saturday, May 27, 1989, show at Sullivan Arena, the band airfreighted 30,000 pounds of equipment. This shipment included a 20-foot statue of Lady Justice holding her scales, as seen on the cover of their fourth album, "Ride the Lightning."

The band called her Doris. There were also 14 generators to power the light show. Tickets were \$22.50 plus fees, or about \$24 today after accounting for inflation. Local metal band Hyperthema opened. With a reported attendance of slightly more than 5,000 ticket buyers, the show was well shy of a sellout, continuing a 1980s trend of Anchorage residents consistently demanding high-end entertainment but inconsistently showing up for the same.

As they have for decades, Metallica opened with their cover of Ezio Sironi's "The Ecstasy of Gold," originally conceived for the score of the 1966 Western, "The Good, the Bad, and the Ugly." The first half of the show was a standard Metallica show. The lights strobed, and the air itself pulsed as the band played. The energy was raw. Those closest to the stage begged for abuse from lead vocalist James Hetfield who obliged, spitting on those in reach. A few tossed objects at him in response, which in turn inspired him to spit some more. Then, about 20 feet above the stage, a speaker caught fire. Small at first, the blaze grew into a basketball-sized glow. Embers dropped, and the acrid smell of smoke began to fill the arena. Below the speaker, guitarist Kirk Hammett nudged Hetfield

and gestured toward the fire. The band quit abruptly and fled the stage. The lights came on, and a technician clambered up a ladder to spray the speaker with a fire extinguisher. The crowd watched and cheered as the flames disappeared and then reignited.

By now, the concert was fully paused as the speaker was lowered to the ground, hoisted off and replaced. An unidentified English promoter spent the time cursing at the crowd to give the band time to work. To move back from the stage, The Anchorage crowd, hard as this is to believe, cursed back at him. This, of course, could not stand, so the promoter continued to light into the crowd with some creative epithets.

Enraged by the delay, the promoter, and the looming possibility of a canceled show, the crowd teetered on the edges of becoming a mob. They lunged at the barricade between them and the stage. Some fans were pushed over the barriers as the crowd pressed into the guard rails. Others tried to climb over to avoid being trampled or crushed against the railing. Fans behind pulled at their legs and yanked off shoes. Security personnel and paramedics rushed to those needing assistance and carried them to a triage area behind the stage.

Amid the panic, Shawn Donovan lost consciousness while trying to escape the churning mass. She told the Daily News, "Everybody was pushing. I couldn't breathe. I was the only girl there. There were a lot of men around who wouldn't move out of the way." The uncontrollable,

near-violent crowd reminded her of rowdy soccer mobs in England. "That's what it felt like. It was scary, really scary."

Forty-five minutes later, Metallica returned, somewhat shakier than when they left, to complete their set. Security relocated spectators in the higher seats closer in so as to avoid the lingering smoke that had risen toward the roof. The band played for another hour, with an extended encore that included an abbreviated cover of "La Bamba" and the systematic destruction of Doris, the Lady Justice statue.

Metallica returned to Anchorage and Sullivan Arena in 1992. Tickets were a little more expensive, but the show was thankfully more routine. In fact, thanks to Metallica's liberal policy toward recordings, you can watch — an admittedly rough — video of the concert on YouTube. The band allowed a section exclusively for tapers, set up behind the soundboard.

A planned return in 1997 was canceled, but Metallica made good and played the Sullivan one more time on Sept. 21, 1998. As Metallica continues to be one of the most popular touring bands in the world, it is unlikely that they will return to Anchorage. Still, there are the memories and scrutiny videos to prove it happened, not once but three times.

David Reamer is a historian who writes about Anchorage. His peer-reviewed articles include topics as diverse as basketball, housing discrimination, Alaska's recent history and the English gin craze. He's a UAA graduate and needs for research who loves helping people with historical questions. He can be reached at AlaskaHistoryonTwitter@AKHIST, @AlaskaHistory on Twitter @AKHIST, @AlaskaHistory on Facebook.

## Troubled teen daughter's stealing habit is the last straw

Dear Amy: Our teenage daughter, who has put us through the wringer in many ways, was recently caught stealing money. She took \$20 from Dad's wallet and \$5 from mine.

We confronted her lovingly, set limits, gave consequences, and dried her tears with hugs and lots of love.

That night, I wrote her a card about how much I love her and stuck it under her door because she seemed down. I felt really great about how we handled the crisis! Except she went back into my purse THE NEXT DAY and stole all the rest of my money.

Now I find I can't even look at her. I feel so betrayed. How do you go forward when you can't trust your kid?

She is an antidepressant and under the care of a psychiatrist. She was in therapy but no longer wants to go. She has been caught cutting herself, smoking pot, vaping, shoplifting, sexting, climbing out her second-story window, and tattooing herself. Up until now, I thought it was just an excess of teenage bad judgment. The kind you'll laugh about some day. But now I'm starting to feel used. Honestly, stealing from us right after the confrontation really pushed me over the edge. She also admitted it both times. We're planning on locking our wallets up from now on, by the way. Sigh.

Any advice?



AMY DICKINSON  
ASKET

though the way you love your daughter.

Some of her behavior falls into the "self-harm" category, and you parents should seek the advice of her therapist and psychiatrist to determine whether she might need intensive, possibly residential treatment. A neuropsychological evaluation might be helpful.

You should also find an experienced family systems therapist for yourselves. Your daughter's behavior and defiance might be her way of quite literally crying out for help, so rather than hugging it out and then feeling personally betrayed when she immediately defies you, you should

My overall point is that in my opinion this is not normal teenage rebellion that you will laugh about later. At this point you are fighting to preserve her future. Don't fight with her right for her.

Any advice?

very firmly and lovingly heed the alarm.

You don't note what consequences you are leveling in response to her behavior, but one consequence should be that she must attend her therapy sessions, regardless of whether she wants to. She cannot be in charge of her right now, and so you must step up and be in charge of her.

You don't say what she is doing with the money she has been stealing, but she could be abusing drugs or alcohol.

She might be responding or reacting to a trauma in her own life that you have no knowledge of. I would not see that she bore any resemblance to him, so I didn't say anything along those lines. It would have been odd to respond that she looked smart or talented.

What is an acceptable response to being shown an unalloyed photo of someone?

I would have been happy to provide a little while he if I had one in the holster, but I had nothing.

Dear Amy: I recently saw an old friend that I had not seen in 25 years. While we were catching up and talking about our children, he showed me a photo of his 19-year-old daughter, whom I had never met.

I did not ask to see a photo. If she was a smart child or baby, I would have responded with how adorable she was, but I do not otherwise feel comfortable commenting on a person's looks.

I did not see that she bore any resemblance to him, so I didn't say anything along those lines. It would have been odd to respond that she looked smart or talented.

What is an acceptable response to being shown an unalloyed photo of someone?

I would have been happy to provide a little while he if I had one in the holster, but I had nothing.

Your tone implies that your old friend was somehow rudely putting you on the spot in showing you a photo of his daughter.

You can easily dodge commenting on a person's looks by saying, "Wow, where was this taken?" "What is she up to?" etc.

Or you can use the photo to pivot back to the two of you. "Wow, 19 years old. Where has the time gone?"

Dear Amy: A question from "Loving, but Sad Daughter" bothered me. She was upset because her mother/her father's

first wife was not mentioned in her father's obit.

An ex-spouse is no longer a member of the family. They shouldn't make it into the obit.

I am an Ex

Dear Ex: "Sad Daughter" objected to the fact that by omitting any mention of her father's first marriage, the obit stated that she was her stepmother's daughter.

Contact Amy Dickinson at askamy@alaskadailynews.com or Ask Amy, P.O. Box 194, Fairbanks, AK 99708. You can also follow her on Twitter @AskAmy or Facebook.

### SUNDAY'S NEW YORK TIMES

#### CROSSWORD PUZZLE ANSWERS

ACROSS  
1. AMERICAN  
2. TALK  
3. BEE  
4. VEEPS  
5. HEROW  
6. ORSH  
7. PPE  
8. BEE  
9. GETTS  
10. IS  
11. SPAS  
12. ES  
13. FRE  
14. NOT  
15. DOCK  
16. IMP  
17. UON  
18. FRAGRANCE  
19. NO  
20. SION  
21. SOIR  
22. SKA  
23. RACE  
24. ARY  
25. GRES  
26. YSS  
27. BICHROME  
28. GLOBE  
29. EVAL  
30. L  
31. ASH  
32. ICE  
33. SEAD  
34. ODD  
35. NERVE  
36. REC  
37. CLTA  
38. TNER  
39. DRIALS  
40. AER  
41. ODO  
42. NEARS  
43. S  
44. FORK  
45. SULU  
46. TTER  
47. DISH  
48. VODELS  
49. BEFIT  
50. VERONA  
51. FS  
52. E  
53. THAN  
54. FROM  
55. AYE  
56. AVE  
57. BOA  
58. L  
59. CE  
60. VIV  
61. IMPOR  
62. TERS  
63. NDOR  
64. EET  
65. KE  
66. TEACH  
67. SUMO  
68. GUY  
69. TONER  
70. STILO  
71. O  
72. DOWDLES  
73. PROUST  
74. ALL  
75. ROADS  
76. LEAD  
77. TOROME  
78. TILERS  
79. SHAD  
80. CLOP  
81. DISCS  
82. DRY  
83. REFER

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## Major legal fights loom over abortion pills, out-of-state travel

Ann E. Marimow, Laurie McGinley  
and Caroline Kitchener  
The Washington Post

The Supreme Court's three liberal justices, in denouncing their colleagues' decision to eliminate the nationwide right to abortion, warned last month that returning this polarizing issue to the states would give rise to greater controversy in the months and years to come.

Among the looming disputes, they noted: Can states ban mail-order medication used to terminate pregnancies or bar their residents from traveling elsewhere to do so?

"Far from removing the court from the abortion issue," Justices Stephen Breyer, Sonia Sotomayor and Elena Kagan wrote in dissent, "the majority puts the court at the center of the coming 'interjurisdictional' abortion wars."

The overturning of *Roe v. Wade* after nearly 50 years is expected to trigger a new set of legal challenges for which there is little precedent, observers say, further fueling the nation's bitter political landscape and compounding chaos as Republican-led states move quickly to curtail access to reproductive care. It is possible, if not probable, that one or both of these questions will eventually work its way back to the high court.

Judges and scholars, and most recently the Supreme Court, have long claimed that abortion law will become simpler if *Roe* is overturned, law professors David S. Cohen, Greer Donley and Rachel Rebouché wrote in a timely draft academic article cited by the dissenting justices, "but that is woefully naive."

As a result of the ruling in *Dobbs v. Jackson Women's Health Organization*, abortions — both the surgical procedure and via medication — are banned or mostly banned in 13 states. Several others are expected to follow in coming weeks.

The Biden administration has pledged to ensure access to abortion medication, which is used in more than half of all terminated pregnancies in the United States, and prohibit states from preventing their residents from traveling out-of-state for care. But a month after the *Dobbs* ruling, administration officials are still debating how they can deliver on that promise beyond the president's executive order to

protect access. A White House meeting Friday with public-interest lawyers was designed to encourage legal representation for those seeking or offering reproductive health services.

Democratic leaders and liberal activists have called on President Joe Biden to take bolder action, especially on medication abortion. Illinois Gov. J.B. Pritzker, D, said in an interview that he has directly urged the president to make clear that abortion providers in states controlled by Democrats should be able to ship pills to patients anywhere in the country, whether or not the patient's state has enacted a ban. Pritzker advised the president to assert federal authority over the U.S. mail system, he said, and specify that no one will be prosecuted for prescribing or receiving them. Republican state attorneys general are preparing for a court fight, said Sen. Roger Marshall, R-Kan., accusing Biden and the White House of exhibiting a "consistent disrespect for the law and the constitution and the Supreme Court."

"We're anticipating that he's going to do this," Marshall said.

### Abortion pills

Already the manufacture of the abortion medication mifepristone has used the state of Mississippi and promised that additional lawsuits would be filed in other states. It remains to be seen whether the Biden administration will intervene in one of those cases or file its own legal challenge.

"The Justice Department has activated a 'reproductive rights task force' to monitor and push back on state and local efforts to further restrict abortion, but officials have not fully detailed their plans. Attorney General Merrick Garland said during Friday's White House event that "when we learn that states are infringing on federal protections, we will consider every tool at our disposal to affirm those protections," including filing affirmative suits, filing statements of interest, and intervening in private litigation.

The Food and Drug Administration approved mifepristone in 2000, finding it safe and effective to end an early pregnancy. The medication, now authorized for the first 10 weeks of pregnancy, is used with a second drug, misoprostol, to induce an

abortion.

Among the unresolved questions is whether FDA approval of medication preempts state action. Legal experts say it is unclear whether the federal government would succeed if it challenged state restrictions on abortion medication, and that it will depend on how those measures are written.

The FDA lifted some restrictions on abortion pills in December, permitting providers to send medication through the mail in states that do not prohibit telemedicine for abortions. At least 19 states ban the use of telehealth for medication abortion, and Republican lawmakers in more than a half-dozen states have introduced or passed legislation to ban or severely restrict abortion medication, according to the Guttmacher Institute, a research group that supports abortion rights.

### A case study

The federal case in Mississippi, filed before the Supreme Court's June ruling in *Dobbs*, offers a window into the coming legal disputes over abortion pill access.

GenBioPro, which sells mifepristone, initially sued Mississippi in 2020 over additional restrictions on the state's abortion, including a waiting period and counseling. The office of Mississippi Attorney General Lynn Fitch, R, said in recent court filings that the Supreme Court's decision allowing states to ban abortion strengthens the state's position. The case is not about the drug's safety but about the state's authority over abortion "regardless of the means by which the abortion is induced," Fitch's office wrote.

Mississippi's trigger law, which took effect in July and bans nearly all abortions, makes no distinction between surgical abortions or abortions induced by medication, the office said.

Gwyn Williams, an attorney for GenBioPro, said the FDA has the power to decide which medications are safe. Individual states, she said, "do not get to legislate away the federal government's authority to FDA." The company, she said, intends to file additional legal challenges in other states.

Legal experts point to one of the few cases to raise similar questions. In 2014, Massachusetts tried to ban an

FDA-approved opioid called Zohydro. Then-FDA Commissioner Margaret Hamburg recalled recently that she was deeply worried by the "rational and the precedent it could set." At the time, she warned Massachusetts officials that the move could prompt other states to ban "such vital medical products as birth control or RU-486," the abortion pill.

A District Court judge sided with the opioid manufacturer and said the FDA's approval preempted state law. Massachusetts withdrew its regulations and did not appeal, meaning other judges are not required to follow the same legal reasoning.

### Out-of-state travel

In a separate opinion concurring with the Supreme Court majority in June, Justice Brett Kavanaugh wrote that the court's decision does not mean a state may block a resident from traveling to another jurisdiction to obtain an abortion. He characterized the legal question as "not especially difficult as a constitutional matter" based on the "constitutional right to interstate travel."

But Republican state lawmakers and national antiabortion groups have put forward plans to restrict out-of-state abortions and modeled those proposals on the Texas six-week abortion ban crafted to evade judicial review. A Missouri bill, which failed to pass during the 2022 legislative session, would have imposed civil liability on anyone who helped a resident travel out of state to obtain an abortion. South Dakota's governor has said she is open to such proposals, and an Arkansas statute has also expressed interest in similar legislation.

The Justice Department has emphasized that the Supreme Court's ruling does not prevent women from traveling across state lines to terminate a pregnancy. Citing "bedrock constitutional principles," Garland said individuals residing in states where access to reproductive care is banned "must remain free to seek that care in states where it is legal."

Legal experts, though, say these constitutional defenses are subject to debate and have been tested in court. Even the Justice Department filed a lawsuit challenging such restrictions, litigation takes time.



Ewyn Smith of Cary, N.C., gathers donated clothing at the Knott County Sootplex in Lebanon, Ky., on Friday. Smith lost everything at an East-Tennessee floodwaters found her home and the schoolhouse, a being used as an evacuation center.

FROM PAGE A1

### APPALACHIA

in the nation, according to the U.S. Census Bureau, they may not be enough for people already living on the margins.

"People who are poor in east Kentucky are really some of the most disadvantaged people in our entire country," said Doug Smith, an attorney with the Appalachian Research and Defense Fund, which provides free legal services for low-income and vulnerable people. "And for those who have now lost vehicles, homes, loved ones, it's hard for me to see how they bounce back from this."

"I mean, people will," Smith added. "People are more resilient than we can imagine at times. But without some type of state and national help, I don't know what we're going to do."

He thinks some people who can afford to leave will do so, with younger people — less likely than their elders to try to rebuild where they are — more likely to look for jobs elsewhere. Coal once dominated the economy of this corner of the Appalachian Mountains, offering the best-paying jobs in a place that had difficulty sustaining other kinds of work, but production has plunged by some 80% since the heyday of 1990, according to a state report. And as production declined, the jobs went away.

The record floods "couldn't have come at a worse time," said Doug Holliday, a 73-year-old attorney in Hazard, Kentucky, who represents miners with black lung disease and other health problems. "The coal business has been petering out and a

lot of people have left," Holliday said. "The people who are left live paycheck-to-paycheck or on Social Security and most of them live in mobile homes on the very edge of the economy."

Holliday thinks an old friend died in one of those mobile homes, which was swept away by floodwaters and hasn't been seen since. He isn't the only one trying to account for people in what Beshear called "one of the worst, most devastating flooding events" in Kentucky's history.

There's a chance the legacy of the coal industry, diminished though it is, made the flooding worse. The hardest hit areas of eastern Kentucky received between 8 and 10+ inches of rain over 48 hours, and the degradation of the land wrought by coal mining might have altered the landscape enough to help push rivers and creeks to crest at record levels.

"Decades upon decades of strip mining and mountaintop-removal mining leaves the land vulnerable to help absorb some of that runoff during periods of high rainfall," said Emily Satterwhite, director of Appalachian Studies at Virginia Tech.

The North Fork of the Kentucky River reached 20.9 feet in Whitesburg — more than 6 feet over the previous record — and crested at a record 43.4 feet in Jackson, said National Weather Service meteorologist Brandon Bonds.

Melinda Hurd, 27, was forced from her home in Martin, Kentucky, on Thursday afternoon when the Big Sandy River rose to her front steps — and then kept coming.

"As soon as I stepped off my steps it was waist-high,"

she said. She is staying with two of her dogs at Jenny Wiley State Park in Prestonsburg, about 20 minutes from her home.

Hurd's neighbors weren't as lucky; some were stuck on their roofs, waiting to be rescued.

"I know our whole basement is destroyed," she said. "But I feel very, very lucky. I don't think it will be a total loss."

Hurd works a cash job caring for an elderly woman, meaning she has no insurance or benefits.

Hurd's home also flooded in 2009 on Mother's Day, nearly destroying everything inside. She received financial help from the Federal Emergency Management Agency then, and will likely need more help this time around.

At a briefing with Beshear, FEMA Administrator Deanne Criswell said more help is on the way. And the governor opened an online portal for donations to flood victims.

Satterwhite said many residents will want to remain in place by attachments to extended families and support networks that sustain them through good times and bad. Smith, the woman who salvaged her 2-year-old grandson's tricycle, said fast-rising water forced her from her trailer around 1:30 a.m. Thursday.

"Everything in it has got mud all over it," she said. "It's the land, it's the people that connect together to make it a home."

"It's the mountains," she said. "It's the land, it's the people that connect together to make it a home."

## ECONOMY

U.S. economy is in a weird spot. People are still spending, but inflation means more of it is going to gas and necessities and less to categories like clothing and electronics. Unemployment remains low, but some companies are slowing hiring and a few are beginning to lay people off en masse.

The Federal Reserve again raised rates this past week in an attempt to make it harder for people to borrow more money and keep spending, something aimed at slowing inflation and stabilizing the economy. But it's a delicate balance as some companies are already reporting warning signs.

Continued and consumer sentiment has deteriorated, customer demand within the consumer electronics industry has softened. Best Buy chief executive Corie Barry said in a state news conference that comments two days earlier from Walmart chief executive Doug McMillon that food and fuel prices are cutting into people's ability to buy clothing and other goods.

Those dynamics hint that Americans are beginning to be careful about what they spend their money on.

The biggest tech companies reported numbers that were less pessimistic than Wall Street had feared, and the stock prices of Apple, Amazon, Google and Microsoft all rose after their earnings reports came out. Coupled with big profits for oil companies because of soaring gas prices, the results helped drive the S&P 500, a collection of the biggest corporations' stock prices, to its best month since November 2020.

"People were nervous there was some sort of bombshell lurking, and it never showed," Tom Esays, president of Sevens Report Research, said of tech earnings. "For now, we sort of dodged a bullet."

But that didn't stop the tech company executives from bragging in some hand-wringing.

Apple accessories like watches and home devices posted lower sales because of supply issues and the "macroeconomic environment," chief executive Tim Cook said Thursday. He added, however, "I'm not an economist," and pointed out sales of the company's all-important iPhone were still extremely strong.

Apple customers tend to be muddle and higher income and early adopters, said consumer tech analyst Carolina Milanesi, meaning the company is less likely to be hard hit by the uncertain economy.

The main message is if Apple does start to feel softness that means really bad news for everybody else," she said. "That would mean the rest of market would contract more."

On Tuesday, Google Chief Financial Officer Ruth Porat said "some advertisers" pulled back on buying Google ads, but its two biggest customer groups — travel and retail — still experienced growth.

"We use the term uncertainty because we do think that's the best way to characterize what we're seeing," Porat said.

Amazon reported results that beat expectations and the company said consumer demand was still strong, but the company also said it would be more careful with hiring. Amazon founder Jeff Bezos owns The Washington Post.

After reporting that it had overextended itself on pandemic hiring last quarter, the company said Thursday that the staffing issue had largely been corrected through attrition by May.

There isn't a wholesale drop in consumer spending, said Edward Jones analyst Brian Yarbrough, but rather mixed results in different areas. At Walmart, where many lower income Americans shop, customers are prioritizing their grocery budget over extras, and the retailer is preparing for that.

Major companies reported a mix of positive and negative earnings results. Pfizer beat expectations on the back of its coronavirus vaccine and COVID-19 treatment drug Paxlovid. Southwest Airlines said demand was strong, and revenue would be higher in the third quarter than what it was even before the pandemic. UPS shares dropped after the shipping company missed expectations for how many packages it would carry in the quarter. General Motors also fell, blaming car shortages for less demand.

Consumer spending still rose in June, but much of that was because things cost more, and wages aren't growing as fast, so people are cutting into their savings when doing their shopping, according to a released Friday by the government's Bureau of Economic Analysis. Some categories, like clothing and

electronics, are down, and people are putting a higher proportion of their money toward housing, food and gas.

The biggest companies in America, selling billions of dollars of goods and services every week, have a keen insight into how the economy is faring. Some of them are openly saying that consumers have cut back on spending because of high prices and economic concerns.

Shopify, the Canadian e-commerce company that became a \$170 billion behemoth during the pandemic — travel and retail — met as people return to in-store shopping, said Tuesday it would fire 10% of its workforce.

The firm had bet that the surge in online shopping as people were forced to stay home to avoid COVID-19 would fundamentally change how the retail industry works, but was now seeing that e-commerce growth has settled back to normal levels, chief executive Tobi Lütke said in a blog post on the company's website.

"It's now clear that bet didn't pay off," Lütke said. "Other big tech companies slowed hiring as well and laid employees to expect to do more with fewer resources. Google CEO Sundar Pichai told workers earlier this month that 'summer days' were over."

Some Americans are saying it's a new normal. Shannon Villa, a 32-year-old Amazon warehouse worker who lives in Birmingham, Ala., said he's been careful with expenses acknowledged. He has three kids and a mortgage, but still managed to take a few trips this summer.

"I can't control the price of eggs or milk. (It) goes up it just goes up. I still need it for family," he said in a message. "Gas goes up. I still need it. I can't afford to complain. I just got to adjust."

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## A4 COVER STORIES

FROM PAGE A1

## MURAL

"I felt that it was very lacking of being inclusive of Indigenous people, and I felt that the only acknowledgment it gave me was that I exist in the past and that my history is not present," she said in a recent phone interview.

Nearly 30 years after the original mural was created, Worl is now taking a paintbrush to the same wall and designing her own. The art, she said, is a way to tell a different version of the city's history — a story that celebrates the diverse Alaska Native people who make Anchorage their home.

## "It's not like a marble sculpture"

A number of new murals have been installed downtown during recent years as part of the Alaska Mural Project, which was formed by the Anchorage Museum in 2020 to improve the community through public art.

The murals are an opportunity for Anchorage to update public art with new narratives and ideas about the city while giving the downtown area a makeover, said James Temie, Alaska Pacific University's project manager.

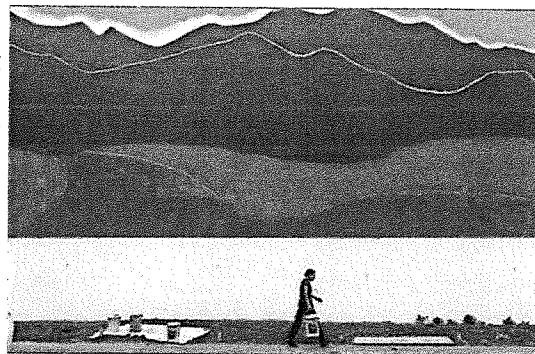
Murals are not intended to last forever, said Temie, who's also a muralist.

"It's not like a marble sculpture or anything, and so I think murals, they come and they go, and this is just the next of a new series," he said. "With street art, mural art, it's very much a progress — it's not stuck in time."

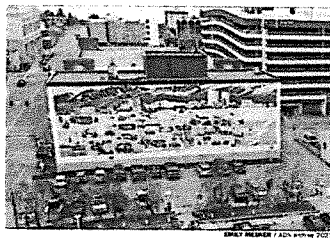
Worl applied to be part of the mural project more than two years ago and was selected by a panel of community leaders from the Anchorage Museum, Alaska Pacific University, Anchorage Downtown Partnership and others.

Worl, who is Tlingit, Athabaskan, Yup'ik and Filipino, said she was eager to bring Indigenous culture into everyday life for people in Anchorage. She recently finished a mural on civil rights activist Elizabeth Peratrovich in Juneau.

Museum officials reached out to the



Crystal Worl cleans up as rain starts to fall on Thursday. Worl is painting a 120-foot mural on a building at G Street and Seventh Avenue in downtown Anchorage designed to reflect the diverse Alaska Native cultures in Anchorage.



The mural to the west of the City Hall parking lot in downtown Anchorage, soon Oct. 13, 2021, is being replaced by Worl's design.

co-owners of the RIM Architecture building, Barbara and Larry Cash, about participating in the mural project.

"It's about recognizing and celebrating the sense of place and the local identity. We thought it was a refreshing, forward-thinking movement that they had put together and we were very excited to participate," she said.

Murals and public art

are an accessible way for visitors to learn about Anchorage on a deeper level, Cash said.

"I think the relevance of going back to recognize the land, it very much emphasizes our unique identity here," she said. "When people come to visit Alaska, and when they live here, hopefully the visitors get to feel more and more the roots of the place rather than just what stores are open. I think that's very meaningful."

**Making space**  
for an overlooked history

Crews covered the ground mural with white paint last week, and Worl began working this week on the new mural. She said she expects to finish in a few weeks, weather permitting.

The sight of the old mural getting painted over was met with some criticism on social media.

Worl said she knows some are upset the former mural is being replaced, but she feels it's the right time for change given the cultural shift in Anchorage

and around the country to recognize people of color in historical accounts.

"When I started doing public art, I was in lockdown during COVID, almost three years ago, and the Black Lives Matter movement happened and George Floyd happened and it was a whole chain of events that led to the removal of colonial statues," she said. "And I saw that as opportunity as space being made for people of color to step up and make art in place of those old pieces. And so it's scary but it's exciting."

In the old mural, the highlights of Anchorage history largely began after 1778, when Captain James Cook arrived. But Alaska Natives have been in the area for thousands of years and their history is often overlooked, Worl said.

Her mural depicts human figures, animals and nature in the Chugach Mountains. Worl said she plans to incorporate Alaska Native tribes within the small details of the mural, such as beading texture in the landscape, including depictions of dentium jewelry, an important part of Dena'ina culture

And Worl is incorporating formline design, a type of art associated with Tlingit, Haida and Tsimshian tribes.

Worl said she is painting with vibrant colors as an homage to how innovative her ancestors were.

"They adapted to change," she said. "They took on new tools and new pigments and new items that helped them evolve and create new work, so I'm really embracing that mentality in this project by bringing in new color palettes, new textures, new tools and methods to achieve the piece."

On Wednesday afternoon, Worl stood on a blue mechanical lift, high above the pavement, as she added swaths of purple to the mural just starting to take shape. Tourists milled outside the Denali Center across the street and locals stopped to pause at the new art.

Kat Barron and Oscar Avellana-Cruz specifically walked on G Street to see the mural after they took a break from work to buy ice cream on the sunny afternoon. Avellana-Cruz knows Worl, but said she is especially excited about the mural because he sees it as the community taking a step toward inclusivity.

"For a long time, a lot of the institutions that made or designed the city didn't look at what the actual community or commons cared about," he said. "And the board of the Anchorage Museum even listening is a good sign of the passing of the guard."

Barron said the art made her feel hopeful. She wants a more inclusive community where everyone feels welcome.

"That's always been

Worl's goal. "It's a little bit rough and rugged when you can't please everyone, but at the same time, this is who I am and this is what I'm doing," she said. "There's going to be some young person who looks up at that mural and is going to start growing up looking and connecting to that mural. And I want them to feel included."

Contact Tess Williams at twilliams@adn.com.

FROM PAGE A1

## JAN. 6

off the insurance.

In one case, federal authorities have seized tens of thousands of dollars from a defendant who sold his footage from Jan. 6. In another case, a Florida man's plea deal allows the U.S. government to collect profits from any book he gets published over the next five years.

And prosecutors want a Native man who raised more than \$20,000 from supporters to surrender some of the money because a taxpayer-funded public defender is representing him.

Many rioters have paid a steep seasonal price for their actions on Jan. 6. At sentencing, rioters often ask for leniency on the grounds that they already have experienced severe consequences for their crimes.

They lost jobs or entire careers. Marriages fell apart. Friends and relatives shunned them or even reported them to the FBI. Strangers have sent them hate mail and online threats. And they have racked up expensive legal bills to defend themselves against federal charges ranging from misdemeanors to serious felonies.

Websites and crowdfunding platforms set up to collect donations for Capitol riot defendants try to portray them as mistreated patriots or even political prisoners.

An anti-vaccine medical doctor who pleaded guilty to illegally entering the Capitol founded a nonprofit that raised more than \$430,000 for her legal expenses. The fundraising appeal by Dr. Simone Gold's group, America's Frontline Doctors, didn't mention her guilty plea, prosecutors noted.

Before sentencing Gold to two months behind bars, U.S. District Judge Christopher Cooper called it "unseemly" that her nonprofit invoked the Capitol riot to raise money that also paid for her salary. Prosecutors



Dr. Simone Gold speaks to a large crowd inside the Elephant in the Room in Juneau during a Frontline Doctors press conference on June 30, 2021. Gold, an anti-vaccine medical doctor who pleaded guilty to illegally entering the Capitol, founded a nonprofit that raised more than \$430,000 for her legal expenses. The fundraising appeal by her group, America's Frontline Doctors, didn't mention her guilty plea, prosecutors noted.

said in court papers that it "beggers belief" that she incurred anywhere close to \$430,000 in legal costs for her misdemeanor case.

Another rioter, a New Jersey gym owner who punched a police officer during the stage, raised more than \$30,000 in online donations for a "Patriot Relief Fund" to cover his mortgage payments and other monthly bills. Prosecutors cited the fund in recommending a fine for Scott Fairlamb, who is serving a prison sentence of more than three years.

"Fairlamb should not be able to 'capitalize' on his participation in the Capitol breach in this way," Justice Department lawyers wrote.

Robert Palmer, a Florida man who attacked police officers at the Capitol, asked a friend to create a crowdfunding campaign for him online after he pleaded guilty. After seeing the campaign to "Patriot Rob," a probation officer calculating a sentencing recommendation for Palmer didn't give him credit for accepting responsibility for his conduct. Palmer conceded that a post for the campaign falsely portrayed his conduct on Jan. 6.

Acceptance of responsibility can help shave months or even years off a sentence. "When you throw the fire extinguisher and the plank at the police officers, were you acting in self-defense?"

asked U.S. District Judge Tanya Chutkan.

"No, ma'am, I was not," Palmer said before the judge sentenced him to more than five years in prison.

A group calling itself the Patriot Freedom Project says it has raised more than \$1 million in contributions and paid more than \$60,000 in grants and legal fees for families of Capitol riot defendants.

In April, a New Jersey-based foundation associated with the group filed an IRS application for tax-exempt status. As of early August, an IRS database doesn't list the foundation as a tax-exempt organization. The Hughes Foundation's IRS application says its funds "principally" will benefit families of Jan. 6 defendants, with about 60% of the donated money going to foundation activities. The rest will cover management and fundraising expenses, including salaries, it adds.

Rioters have found other ways to earn cash or promote themselves.

Jeremy Grace, who was sentenced to three years in jail for entering the Capitol, tried to profit off his participation by helping his dad sell T-shirts, baseball caps, water bottles, decals and other gear with phrases such as "Our House" and "Back the Blue" and images of the Capitol.

prosecutors said.

Prosecutors said Grace's "audacity" to sell "Back the Blue" paraphernalia is "especially disturbing" because he watched other rioters confront police officers on Jan. 6. A defense lawyer, however, said Grace didn't break any laws or earn any profits by helping his father sell the merchandise.

Federal authorities seized more than \$82,000 from a bank account belonging to riot defendant John Earle Sullivan, a Utah man who earned more than \$90,000 from selling his Jan. 6 video footage to at least six companies. Sullivan's lawyer argued authorities had no right to seize the money.

Richard "Bigo" Barnett, an Arkansas man photographed prying his feet up on a desk in the office of House Speaker Nancy Pelosi, D-Calif., has charged donors \$100 for photos of him with his feet on a desk while under house arrest.

Defense lawyer Joseph McBride said prosecutors have "zero grounds" to prevent Barnett from raising money for his defense before a December trial date.

"Unlike the government, Mr. Barnett does not have the American Taxpayer footing the bill for his legal case," McBride wrote in a court filing.

Texas real estate agent Jennifer Leigh Ryan promoted her business on social media during and after

the riot, boasting that she was "becoming famous." In messages sent after Jan. 6, Ryan "contemplated the business she needed to prepare for as a result of the publicity she received from going to the riot at the Capitol," prosecutors said in court documents.

Prosecutors cited the social media activity of Trevis Evans III in recommending a two-month jail term for the Texas man, who drank a shot of whiskey in a congressional conference room on Jan. 6. Evans has "aggressively exploited" his presence at the Capitol to expand his social media following on Gettr, a social media site founded by a former Trump adviser, prosecutors wrote.

Before Evans' sentencing, scheduled for this coming Tuesday.

A few rioters are writing books about the mob's attack or have marketed videos that they shot during the riot.

A unique provision in Adam Johnson's plea agreement allows the U.S.

government to collect profits from any book he gets published over the next five years. Images of Johnson posing for photographs with Pelosi's podium went viral after the riot. Prosecutors said they insisted on the provision after learning that Johnson intends to write a memoir of some sort.

Ronald Sandin, a Nevada man charged with assaulting officers near doors to the Senate gallery, posted on Facebook that he was "working out a Netflix deal" to sell his video footage. Later, in a call from jail, Sandin told his mother that he had met with right-wing author and filmmaker Dinesh D'Souza and was in contact with podcaster Joe Rogan. He also asked his mother to contact publishers for the book he was writing about the "Capitol incident," prosecutors said.

"I hope to turn it into a movie," Sandin wrote in a March 2021 text message. "I plan on having Leonardo DiCaprio play me," he wrote, adding a smiley face emoji.

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Alcohol and Marijuana Control Office  
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Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

## Form AB-37: Tourism Statement

A new, transfer, or renewal application for a Beverage Dispensary – Tourism or Restaurant/Eating Place – Tourism license must be accompanied by a written statement that explains how the establishment encourages tourism and meets the requirements listed under AS 04.11.400(d) and 3 AAC 304.325.

This document must be completed and submitted to AMCO's Anchorage office before any tourism license application will be reviewed.

### Section 1 – Establishment Information

Enter information for the licensed establishment or the business seeking to be licensed.

Doing Business As:	Glacier Lounge	License #:	
License Type:	Beverage Dispensary - Tourism		

### Section 2 – Tourism Statement

2.1. Explain how issuance of a liquor license at your establishment has/will encourage tourism.

Alyeska Resort is a year-round destination resort that offers guests from around the world a true Alaskan experience. The new Glacier Lounge will provide a relaxed, high-end amenity for Guests of the Hotel to experience Alyeska's world-class service.

2.2. Explain how the facility was/will be constructed or improved as required by AS 04.11.400(d)(1):

Alyeska Resort is constantly working on improving the facilities and offerings to its guests. Over the last six years, the resort has added two high-speed detachable quad chairlifts which can be used for downhill skiing and biking operations. In addition, numerous renovations have been made to the hotel, and various food and beverage outlets, which include a new kitchen in one of the outlets. Alyeska recently opened a new spa and bistro featuring brand new construction with modern styling and design. The new Glacier Lounge will be a complete remodel of an existing space in the Hotel and will feature modern amenities and a relaxing space for the enjoyment of hotel guests.

2.3 Does the licensee or applicant for this liquor license also operate the tourism facility in which this license is located?

YES  
☒

NO  
☐

2.4 If "no" who operates the tourism facility?

--





Alaska Alcoholic Beverage Control Board

## Form AB-37: Tourism Statement

2.5 Do you offer room rentals to the traveling public?

YES  
☐

NO  
☒

If "yes" answer the following questions:

How many rooms are available?

The resort offers 304 guest rooms

How many of the available rooms (if any) have kitchen facilities (defined as: a separate sink for food preparation along with refrigeration and cooking appliance devices, including a microwave)?

We do not have kitchen facilities in our rooms (microwaves available upon request).

Do you stock or plan to stock alcoholic beverages in guest rooms?

YES  
☐

NO  
☒

If "no" is your facility located within an airport terminal?

YES  
☐

NO  
☒

2.6 If your establishment includes a dining facility, please describe that facility. If it does not please write "none".

Yes, our establishment includes multiple dining facilities throughout the resort premises. Attached are the individual restaurants. We also have several banquet rooms that serve as catering spaces for larger groups. Additionally, we serve individual guest rooms within the hotel via Room Service

2.7 If additional amenities are available to your guests through your establishment (eg: guided tours or trips, rental equipment for guests, other activities that attract tourists), please describe them. If they are not offered, please write "none".

Alyeska's summer operations attract families, conference groups, weddings and cruise ship guests for a number of recreational activities. The resort offers biking, hiking, and scenic aerial tram rides. Many guests also stay at the hotel and take advantage of local businesses offering guided glacier hikes, flight seeing adventures, glacier dog-sledding and guided ice climbing. During these summer months, the mountain operates two lifts for downhill mountain biking and the resort rents out bikes for use in town. Alyeska's winter operations attract outdoor enthusiasts from around the world to ski and snowboard. Other activities offered from the resort are Nordic skiing, snowshoeing, dogsledding, heli and snow-cat skiing, and the new Nordic spa and sauna experience.



Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board  
**Form AB-37: Tourism Statement**

**Section 3 – Certification**

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

Initials

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

RP

Ryan Pameroy  
Printed name of licensee/affiliate

RP  
Signature of licensee/affiliate

**Seven Glaciers**

Seven Glaciers is Alyeska Resort's AAA Four Diamond award-winning mountain top restaurant. Located at 2,300 feet above the valley floor on Mount Alyeska and accessed via aerial tram, every table features panoramic views for a truly unique Alaskan dining experience. Indulge in artfully presented entrees with an emphasis on locally available produce, seafood and game, paired with our extensive wine list to perfectly complement each meal.

**Sakura**

Sakura, located on the third floor of The Hotel Alyeska, offers a fun dining experience featuring fresh seafood and meats, small plates, noodle dishes, plus hand-crafted specialty rolls and sushi prepared to perfection. The dining room with adjoining sushi bar has large shared tables providing guests a variety of seating options.

**Aurora Bar & Grill**

Located on the third floor of The Hotel Alyeska, Aurora Bar & Grill specializes in family friendly casual dining. Menu highlights include fresh Alaskan seafood, steaks, gourmet sandwiches, salads and specialty pizza.

**Forte**

Forte features a seasonal breakfast buffet as well as a full breakfast menu. Start your day off with our build-your-own omelets, eggs benedict, French toast and other breakfast favorites. Located on the second floor of The Hotel Alyeska.

**Tramway Café**

Serving Kaladi Brothers locally roasted coffee, the Tramway is a grab and go coffee shop with house-made baked goods, breakfast burritos, deli wraps, pizza by the slice, hot grilled paninis, fresh salads and other on-the-go offerings. Open daily. Located on the second floor of the The Hotel Alyeska.

**Bore Tide Deli & Bar**

The Bore Tide Deli & Bar is a memorable way to enjoy a mountain top lunch with panoramic views. Located at 2,300 feet above sea level on Mount Alyeska, the Deli features hearty soups and sandwiches, salads, wraps and snacks, while the Bar features small bites and a unique cocktail list.

**Sitzmark Bar & Grill**

The Sitzmark offers a hearty menu of pub food including soups, salads, nachos, sandwiches and burgers and is the perfect place to warm up from a day of skiing or riding. Featuring a full bar, the Sitzmark is also a lively music venue on the weekends during the winter season. This iconic restaurant is located at the base of Mount Alyeska and has been in operation for over 50 years.

**Two Trees Bistro**

Two Trees Bistro is a picturesque bistro nestled in an alpine grove serving the Hotel's spa and relaxation pools. The Bistro offers a diverse menu of healthy dishes and house-prepared sandwiches and Alaska inspired main dishes. Two Trees also has a full wine and beer menu. Diners can enjoy their meals on either of the Bistro's patios or anywhere in the enclosed spa area around relaxation pools of varying sizes.

**Glacier Lounge**

Glacier Lounge is a world-class elite lounge option for select Hotel guests. The Lounge offers a selection of food options from Alyeska's dining establishments as well as a full alcoholic beverage menu. Guests can enjoy the exclusivity and relaxation of the Lounge year-round.



**AGREEMENT OF LIMITED PARTNERSHIP**  
**OF**  
**ALYESKA RESORT OPERATIONS LIMITED PARTNERSHIP**  
**An Alaska Limited Partnership**

This Agreement of Limited Partnership, dated as of October 31, 2018 (this "Agreement"), is entered into and executed by **Alyeska Resort Operations GP LLC**, an Alaska limited liability company, as General Partner (as defined herein), and **Seven Glaciers Hotel Limited Partnership**, an Alaska limited partnership, as Limited Partner (as defined herein).

**ARTICLE I**  
**DEFINITIONS**

The following definitions shall for all purposes, unless otherwise clearly indicated to the contrary, apply to the terms used in this Agreement.

"Alaska Act" means the *Alaska Revised Limited Partnership Act*, as amended from time to time, and any successor to such act.

"Certificate of Limited Partnership" means the Certificate of Limited Partnership of the Partnership filed with the Secretary of State of the State of Alaska as described in the first sentence of Section 2.5, as amended or restated from time to time.

"General Partner" means **Alyeska Resort Operations GP LLC**, an Alaska limited liability company, in its capacity as the general partner of the Partnership, and any successor thereto, as general partner.

"Limited Partner" means **Seven Glaciers Hotel Limited Partnership**, an Alaska limited partnership, acting as a limited partner pursuant to this Agreement, and any other limited partner admitted to the Partnership from time to time.

"Partner" means the General Partner or any Limited Partner.

"Partnership" means **ALYESKA RESORT OPERATIONS LIMITED PARTNERSHIP**, an Alaska limited partnership.

"Percentage Interest" means, with respect to any Partner, the percentage of cash contributed by such Partner to the Partnership as a percentage of all cash contributed by all the Partners to the Partnership.

## **ARTICLE II ORGANIZATIONAL MATTERS**

**Section 2.1 Formation.** Subject to the provisions of this Agreement, the General Partner and the Limited Partner have formed the Partnership as a limited partnership pursuant to the provisions of the Alaska Act. The General Partner and the Limited Partner hereby enter into this Agreement to set forth the rights and obligations of the Partners and certain matters related thereto. Except as expressly provided herein to the contrary, the rights and obligations of the Partners and the administration, dissolution and termination of the Partnership shall be governed by the Alaska Act.

**Section 2.2 Name.** The name of the Partnership shall be, and the business of the Partnership shall be conducted under the name of, "**ALYESKA RESORT OPERATIONS LIMITED PARTNERSHIP**".

**Section 2.3 Principal Office; Alaska Office; Registered Office.**

(a) The Principal Office of the Partnership shall be at 9820-100th Avenue, Box 280, Grande Prairie, Alberta, T8V 0T8 or such other place as the General Partner may from time to time designate. The Partnership may maintain offices at such other places as the General Partner deems advisable.

(b) The Alaska Office of the Partnership, which may but need not be a place of the Partnership's business in Alaska, but which shall continuously maintained, shall be at 420 L Street, Suite 400, Anchorage, Alaska 99501.

(c) The address of the Partnership's registered office in the State of Alaska shall be 420 L Street, Suite 400, Anchorage, Alaska 99501. The name of the Partnership's registered agent for service of process in the State of Alaska at such address is Walter T. Featherly III.

**Section 2.4 Term.** The Partnership shall continue until terminated pursuant to Article IX.

**Section 2.5 Organizational Certificate.** A Certificate of Limited Partnership of the Partnership has been filed by the General Partner with the Department of Commerce, Community, and Economic Development of the State of Alaska as required by the Alaska Act. The General Partner shall cause to be filed such other certificates or documents as may be required for the formation, operation and qualification of a limited partnership in the State of Alaska and any state in which the Partnership may elect to do business. The General Partner shall thereafter file any necessary amendments to the Certificate of Limited Partnership and any such other certificates and documents and do all things requisite to the maintenance of the Partnership as a limited partnership (or as a partnership in which the Limited Partners have limited liability) under the laws of Alaska and any state or jurisdiction in which the Partnership may elect to do business.

**Section 2.6 Partnership Interests.** Effective as of the date hereof, the General Partner shall have a 0.01% percent general partner interest and the Limited Partner shall have a 99.99% percent limited partner interest.

### **ARTICLE III PURPOSE**

The purpose and business of the Partnership shall be as a special purpose entity for the purpose of directly or indirectly acquiring, developing, owning, holding, selling, leasing, transferring, exchanging, managing, financing, refinancing, disposing of and operating the real estate resort project and associated holdings generally known as the **Hotel Alyeska and Alyeska Ski Resort located at 1000 Arlberg Avenue, Girdwood, Alaska**, including without limitation all lands, improvements, personal property hotels, condominiums, ski resort, tram systems, retail and food and beverage operations and all property and activities ancillary thereto.

### **ARTICLE IV CAPITAL CONTRIBUTIONS**

Simultaneously herewith, and as consideration for the issuance of partnership interests described in Section 2.6, the Limited Partner contributed to the Partnership the amounts as reflected in the books and records of the Partnership.

### **ARTICLE V CAPITAL ACCOUNTS; ALLOCATIONS**

**Section 5.1 Capital Accounts.** The Partnership shall maintain a capital account for each of the Partners in accordance with the regulations issued pursuant to Section 704 of the Internal Revenue Code of 1986, as amended (the "Code"), and as determined by the General Partner as consistent therewith.

**Section 5.2 Allocations.** For federal income tax purposes, each item of income, gain, loss, deduction and credit of the Partnership shall be allocated among the Partners in accordance with their Percentage Interests, except that the General Partner shall have the authority to make such other allocations as are necessary and appropriate to comply with Section 704 of the Code and the regulations issued pursuant thereto.

**Section 5.3 Distributions.** From time to time, but not less often than quarterly, the General Partner shall review the Partnership's accounts to determine whether distributions are appropriate. The General Partner may make such cash distributions as it, in its sole discretion, may determine without being limited to current or accumulated income or gains from any Partnership funds, including, without limitation, Partnership revenues, capital contributions or borrowed funds; provided, however, that no such distribution shall be made if, after giving effect thereto, the liabilities of the Partnership exceed the fair market value of the assets of the Partnership. In its sole discretion, the General Partner may, subject to the foregoing proviso, also distribute to the Partners other Partnership property, or other securities of the Partnership or other



entities. All distributions by the General Partner shall be made in accordance with the Percentage Interests of the Partners.

## **ARTICLE VI MANAGEMENT AND OPERATIONS OF BUSINESS; OFFICERS**

**Section 6.1 General Partner to Manage.** Except as otherwise expressly provided in this Agreement, all powers to control and manage the business and affairs of the Partnership shall be vested exclusively in the General Partner; the Limited Partner shall not have any power to control or manage the business or affairs of the Partnership.

**Section 6.2 Reimbursement.** The General Partner shall be reimbursed for all costs, expenses, disbursements and advances incurred or made by the General Partner in connection with the operation of the Partnership or on behalf of the Partnership, including, without limitation, costs of compensation and benefits to managers, and any officers, employees or agents, of the General Partner or any of its affiliates engaged in managing the business and affairs of, or providing services to, the Partnership.

**Section 6.3 Officers of the Partnership.** The General Partner may, from time to time as it deems advisable, appoint agents and/or officers of the Partnership (the "Officers") and assign in writing titles (including, without limitation, President, Vice President, Assistant Vice President, Treasurer and Secretary) to any such Person. Any two or more offices may be held by the same person, except the offices of President and Secretary. The execution and delivery of any document, agreement or instrument by an Officer shall be sufficient to bind, and shall be binding upon, the Partnership and any of its subsidiaries for all purposes and third parties shall be entitled to rely on the authority of any Officer acting at the direction of the General Partner to take any such action on behalf of the Partnership. The General Partner may remove and replace the Officers in its sole discretion at any time. The General Partner may, from time to time as it deems advisable, appoint officers of any subsidiary of the Partnership and assign in writing titles (including, without limitation, President, Vice President, Assistant Vice President, Treasurer and Secretary) to any such Person, subject to any requirements of any Applicable Law.

### **Section 6.4 Indemnification of Officers of the Partnership.**

(a) *Power to Indemnify in Actions, Suits or Proceedings other than those by or in the Right of the Partnership.* Subject to the other paragraphs of this Section 6.4, the Partnership shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Partnership) by reason of the fact that such person is or was an officer of the Partnership, or is or was serving at the request of the Partnership as an officer of the Partnership or a subsidiary of the Partnership or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Partnership, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement,

conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that such person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Partnership, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) *Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Partnership.* Subject to the other paragraph of this Section 6.4, the Partnership shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Partnership to procure a judgment in its favor by reason of the fact that such person is or was an officer of the Partnership, or is or was serving at the request of the Partnership as an officer of the Partnership or a subsidiary of the Partnership or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Partnership; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Partnership unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

(c) *Authorization of Indemnification.* Any indemnification under this Section 6.4 (unless ordered by a court) shall be made by the Partnership only as authorized in the specific case upon a determination that indemnification of the present or former officer is proper in the circumstances because such person has met the applicable standard of conduct set forth in subsection (a) and (b) above, as the case may be. Such determination shall be made with respect to a person who is an officer at the time of such determination, (i) by the General Partner, or (ii) by a majority vote of the Partners, or (iii) if a majority of the Partners so direct, by independent legal counsel in a written opinion. To the extent, however, that an officer of the Partnership has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case

(d) *Expenses Payable in Advance.* Expenses incurred by an officer in defending or investigating a threatened or pending action, suit or proceeding may be required by the General Partner to be paid (upon such terms and conditions, if any, as the General Partner deems appropriate) by the Partnership in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Partnership as authorized in this Section 6.4.

(e) *Non-exclusivity of Indemnification and Advancement of Expenses.* The indemnification and advancement of expenses provided by, or granted pursuant to, this Section 6.4 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any by-law, agreement, contract, vote of Partner

or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in a person's official capacity and as to action in another capacity while holding such office, it being the policy of the Partnership that indemnification of the persons specified in subsections (a) and (b) above of this Section 6.4 shall be made to the fullest extent permitted by law. The provisions of this Section 6.4 shall not be deemed to preclude the indemnification of any person who is not specified in subsections (a) and (b) of this Section 6.4 but whom the Partnership has the power or obligation to indemnify under the provisions of any Alaska state statute, or otherwise.

(f) *Insurance.* The Partnership may purchase and maintain insurance on behalf of any person who is or was an officer of the Partnership, or is or was serving at the request of the Partnership as an officer of the Partnership, a subsidiary of the Partnership or any other enterprise against any liability asserted against such person and incurred by him in any such capacity, or arising out of such person's status as such, whether or not the Partnership would have the power or the obligation to indemnify such person against such liability under the provisions of this Section 6.4.

## **ARTICLE VII BOOKS, RECORDS, ACCOUNTING AND REPORTING**

**Section 7.1 Books and Records.** The Partnership shall keep at the Alaska Office of the Partnership the records required to be maintained under Section 32.11.840 of the Alaska Act. Records kept under this section are subject to inspection and copying at the reasonable request and at the expense of a partner during ordinary business hours.

**Section 7.2 Partnership Bank Account.** The General Partner shall receive all moneys of the Partnership and may deposit the same in one or more Partnership bank accounts. All expenditures on behalf of the Partnership may be made by check drawn against or other transactions in the Partnership bank account.

**Section 7.3 Fiscal Year.** The fiscal year of the Partnership shall be the calendar year.

## **ARTICLE VIII RIGHTS AND OBLIGATIONS OF LIMITED PARTNER**

The Limited Partner shall have no liability under this Agreement except as provided in Article IV.

## **ARTICLE IX DISSOLUTION AND LIQUIDATION**

The Partnership shall be dissolved, and its affairs shall be wound up, upon the first to occur of the following:

- (a) the election of the General Partner to do so, if approved by a majority of the Partners;



- (b) the sale, exchange, or other disposition of all or substantially all of the Partnership assets and properties and Partnership subsidiaries;
- (c) the written consent of all partners;
- (d) the entry of a decree of judicial dissolution of the Partnership; or
- (e) an event of withdrawal of a general partner if there is no other general partner, and a majority in interest of the remaining partners fail to agree in writing within 90 days after the withdrawal to continue the business of the limited partnership and to the appointment, effective as of the date of withdrawal, of one or more additional general partners.

## **ARTICLE X AMENDMENT OF PARTNERSHIP AGREEMENT**

The General Partner may amend any provision of this Agreement without the consent of the Limited Partner and may execute, swear to, acknowledge, deliver, file and record whatever documents may be required in connection therewith.

## **ARTICLE XI GENERAL PROVISIONS**

**Section 11.1 Addresses and Notices.** Any notice to the Partnership, the General Partner or the Limited Partner shall be deemed given if received by it in writing at the principal office of the Partnership designated pursuant to Section 2.3(a).

**Section 11.2 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

**Section 11.3 Integration.** This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

**Section 11.4 Severability.** If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof, or of such provision in other respects, shall not be affected thereby.

**Section 11.5 Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Alaska.

### **Section 11.6 Certificated Interest.**

(a) Upon the issuance of interests in the Partnership (the "Partnership Interests") to any Person in accordance with the provisions of this Agreement, without any further act, vote or approval of the Partners or any Officer, or any other Person, the Partnership, and an Officer on behalf of the Partnership, shall issue one or more non-negotiable certificates in

the name of such Person substantially in the form of a "Partnership Interest Certificate", which evidences the ownership of the Partnership Interests in the Partnership of such Person. Each such Partnership Interest Certificate shall be denominated in terms of the percentage of the Partnership Interests in the Partnership evidenced by such Partnership Interest Certificate and shall be signed by an authorized representative on behalf of the Partnership.

(b) Without any further act, vote or approval of the Partners or any Officer or any other Person, the Partnership shall issue a new Partnership Interest Certificate in place of any Partnership Interest Certificate previously issued if the holder of the Partnership Interests in the Partnership represented by such Partnership Interest Certificate, as reflected on the books and records of the Partnership: (i) makes proof by affidavit, in form and substance satisfactory to the Partnership, that such previously issued Partnership Interest Certificate has been lost, stolen or destroyed; and (ii) requests the issuance of a new Partnership Interest Certificate before the Partnership has notice that such previously issued Partnership Interest Certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim.

(c) Upon a Partner's transfer in accordance with the provisions of this Agreement of any or all Partnership Interests in the Partnership represented by a Partnership Interest Certificate, the transferee of such Partnership Interests in the Partnership shall deliver such Partnership Interest Certificate to the Partnership for cancellation (executed by such transferee on the reverse side thereof), and the Partnership shall thereupon issue a new Partnership Interest Certificate to such transferee for the percentage of Partnership Interests in the Partnership being transferred and, if applicable, cause to be issued to such Partner a new Partnership Interest Certificate for that percentage of Partnership Interests in the Partnership that were represented by the canceled Partnership Interest Certificate and that are not being transferred.

(d) The Partnership shall maintain books for the purpose of registering the transfer of Partnership Interests. Notwithstanding any provision of this Agreement to the contrary, a transfer of Partnership Interests requires delivery of an endorsed Partnership Interest Certificate and shall be effective upon registration of such transfer in the books of the Partnership..

*[Signature Page to Follow]*

IN WITNESS WHEREOF, this Agreement has been duly executed by the General Partner and the Limited Partner as of the date first above written.

**GENERAL PARTNER:**

**Alyeska Resort Operations GP LLC,**  
an Alaska limited liability company

By:   
Name: Paul W. Koval  
Title: Affiliate

**LIMITED PARTNER:**

**Seven Glaciers Hotel Limited Partnership,**  
an Alaska limited partnership

By: Alyeska Resort Master GP Inc.,  
its general partner

By:   
Name: Paul W. Koval  
Title: Affiliate





THE STATE  
of **ALASKA**

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

**Corporations Section**

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## Certificate of Limited Partnership

### Domestic Limited Partnership (AS 32.11 and AS 32.06)

- This Certificate of Limited Partnership is only for a Domestic (Alaskan) Limited Partnership.
- Submit this filing hardcopy via fax or U.S. Mail, along with its payment.
  - Tip: if faxing, print a confirmation page from your fax machine that all pages were successfully faxed.
- For security reasons, DO NOT EMAIL forms and/or payments.
- **Processing Time:** Standard processing time from March-September is 10 – 15 business days. During heavy filing seasons, October – February, the processing time will be delayed. Filings are reviewed in the date order they are received.
- The information you submit is a public record and will be posted on the State's website.

#### 1. Important:

A Limited Partnership has a duration of five years.

- Per AS 32.11.890 if it is not provided for in this chapter (AS 32.11) then the provisions of AS 32.06 govern, except as provided by AS 10.55.
- AS 32.06.303(g)... partnership authority is canceled (dissolved and ceases to exist) five years after the date this form is filed for record or the most recent amendment is filed for record.

#### 2. Fee:

☒ \$150 Nonrefundable Filing Fee (CORF)

3 AAC 16.075(a)

Mail this form and the non-refundable \$150 filing fee in U.S. dollars to the letterhead address. Make the check or money order payable to the State of Alaska; or use the attached credit card payment form.

#### 3. Entity Legal Name:

AS 32.11.010(a)(1) and AS 32.11.810

The legal name of the Limited Partnership must (mandatory) include the words "Limited Partnership" without abbreviations. The name of the Limited Partnership may not contain the name of a Limited Partner unless the Limited Partner is also a General Partner.

Name: Alyeska Resort Operations Limited Partnership



<b>4. Duration: Five (5) Years</b>	AS 32.11.890 and AS 32.06.303(g)
<p><b>IMPORTANT:</b> Per Alaska Statutes AS 32.11.890 and AS 32.06.303(g), the authority of a Limited Partnership is canceled (dissolved and ceases to exist) <b>FIVE YEARS</b> after the date this form is filed for record or the most recent amendment for this entity filed for record.</p> <p><input checked="" type="checkbox"/> The Duration Date will automatically be for five years after the date this form is filed for record.</p> <p style="text-align: center;">— or —</p> <p><input type="checkbox"/> I am selecting a duration period of less than five (5) years.</p> <p>Duration Date:                   </p> <p style="text-align: center;">mm      dd      yyyy</p>	
<p><b>RECEIVED</b> Juneau <b>OCT 31 2018</b></p>	

<b>5. Purpose:</b>	CBPI AS 10.06.950
<p>The stated purpose of the limited partnership per the partnership agreement is:</p> <p>Please see attached.</p>	

<b>6. NAICS Code:</b>	AS 10.06.950
<p>Provide the 6-digit Alaska NAICS Code that most closely aligns with the stated purpose and activities of the Limited Partnership per the partnership agreement.</p> <p>For more information about NAICS Codes, go to: <a href="http://www.Corporations.Alaska.Gov">www.Corporations.Alaska.Gov</a></p>	
Alaska NAICS Code:	<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; padding: 2px 10px;">5</div> <div style="border: 1px solid black; padding: 2px 10px;">3</div> <div style="border: 1px solid black; padding: 2px 10px;">1</div> <div style="border: 1px solid black; padding: 2px 10px;">3</div> <div style="border: 1px solid black; padding: 2px 10px;">9</div> <div style="border: 1px solid black; padding: 2px 10px;">0</div> </div>

<b>7. Registered Agent:</b>	AS 32.11.010(a)(2) and AS 32.11.830(a)(2)
<p>Registered agent name, physical and mailing address <u>must</u> (mandatory) be <u>in Alaska</u>.</p> <p>The registered agent <u>must</u> (mandatory) be an individual resident of Alaska or a corporation authorized to do business in Alaska. It cannot be a non-corporation, LLC, LLP, LP, etc.</p> <p>For more information about registered agents go to <a href="http://www.Corporations.Alaska.Gov">www.Corporations.Alaska.Gov</a></p>	
Complete Name:	Walter T. Featherly III
Physical Address:	420 L Street, Suite 400, Anchorage, Alaska, 99501
Mailing Address:	420 L Street, Suite 400, Anchorage, Alaska, 99501
<p><input checked="" type="checkbox"/> The Registered Agent is <b>NOT</b> a Corporation.</p> <p><input type="checkbox"/> The Registered Agent <b>IS</b> a Corporation and its Entity Number is: _____</p>	

The purpose and business of the Partnership shall be as a special purpose entity for the purpose of directly or indirectly acquiring, developing, owning, holding, selling, leasing, transferring, exchanging, managing, financing, refinancing, disposing of and operating the real estate resort project and associated holdings generally known as the Hotel Alyeska and Alyeska Ski Resort located at 1000 Arlberg Avenue, Girdwood, Alaska, including without limitation all lands, improvements, personal property, hotels condominiums, ski resort, tram systems, retail and food and beverage operations and all property and activities ancillary thereto, together with such other business and activities as approved by extraordinary resolution.

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<b>8. Principle Office: (wherever)</b>		AS 32.11.890 and AS 32.06.303(a)(1)(B)
<b>Physical Address:</b>	9820-100th Avenue, Box 280, Grande Prairie, Alberta, Canada T8V 0T8	
<b>Mailing Address:</b>	9820-100th Avenue, Box 280, Grande Prairie, Alberta, Canada, T8V 0T8	

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<b>9. Office in Alaska: (if any)</b>		AS 32.11.890 and AS 32.06.303(a)(1)(B)
<b>Physical Address:</b>	420 L Street, Suite 400, Anchorage, Alaska 99501	
<b>Mailing Address:</b>	420 L Street, Suite 400, Anchorage, Alaska 99501	

<b>10. General Partners:</b>		AS 32.11.010(a)(3)
The names and mailing addresses of <u>each</u> General Partner. Attach additional sheets as necessary. NOTE: Per AS 32.11.040, General Partners have the authority to execute filings with this office on behalf of the entity.		
<b>Full Legal Name:</b>	Alyeska Resort Operations GP LLC	
<b>Mailing Address:</b>	9820-100th Avenue, Box 280, Grande Prairie, Alberta, Canada, T8V 0T8	
<b>Full Legal Name:</b>		
<b>Mailing Address:</b>		
<b>Full Legal Name:</b>		
<b>Mailing Address:</b>		

<b>11. Limited Partners:</b>		AS 32.11.030
The names and mailing addresses of <u>each</u> Limited Partner. Attach additional sheets as necessary. NOTE: Per AS 32.11.030, a Limited Partnership may be canceled any time there are no Limited Partners.		
<b>Full Legal Name:</b>	Seven Glaciers Hotel Limited Partnership	<b>% Owned:</b> 99.9
<b>Mailing Address:</b>	9820-100th Avenue, Box 280, Grande Prairie, Alberta, Canada, T8V 0T8	
<b>Full Legal Name:</b>		<b>% Owned:</b>
<b>Mailing Address:</b>		
<b>Full Legal Name:</b>		<b>% Owned:</b>
<b>Mailing Address:</b>		



**12. Any Other Matters:**

AS 32.11.010(a)(4)

Any other matters the General Partners determine to include, and may be amended in the future, per AS 32.11.020. Attach additional sheets as necessary.

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**13. Signatures:**

AS 32.11.040(a)(1)

The Certificate of Limited Partnership must (mandatory) be signed by each General Partner or an Attorney-In-Fact authorized to sign on behalf of one or more of the General Partners.

Persons who sign documents filed with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor.

General Partner's Printed Name: Alyeska Resort Operations GP LLC

General Partner's Signature:

*Attorney-in-fact*

Date: 10/15/2018

Jessica Brown, ABA No. 1405030

General Partner's Printed Name:

General Partner's Signature:

Date:

General Partner's Printed Name:

General Partner's Signature:

Date:

**IMPORTANT:** Additional licensing requirements with this division.

- Professional Licensing:**

If you are engaging in any business activity which requires professional licensure, you must (mandatory) obtain it prior to applying for an Alaska Business License. For more information, FAQs, and forms, go to: [www.ProfessionalLicense.Alaska.Gov](http://www.ProfessionalLicense.Alaska.Gov)

- Business Licensing:**

Per 43.70.020, prior to engaging in business activity in this state, you must (mandatory) obtain an Alaska Business License. For more information, FAQs, and forms, go to: [www.BusinessLicense.Alaska.Gov](http://www.BusinessLicense.Alaska.Gov)

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

## **Certificate of Limited Partnership**

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

**ALYESKA RESORT OPERATIONS LIMITED PARTNERSHIP**



IN TESTIMONY WHEREOF, I execute the certificate  
and affix the Great Seal of the State of Alaska  
effective **October 31, 2018**.

A handwritten signature in cursive script that reads "Mike Navarre".

Mike Navarre  
Commissioner



THE STATE  
of **ALASKA**  
Department of Commerce, Community and Economic Development  
Division of Corporations, Business and Professional Licensing

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**Corporations Section**

State Office Building, 333 Willoughby Avenue, 9<sup>th</sup> Floor  
PO Box 110806, Juneau, AK 99811-0806  
Phone: (907) 465-2550 • Fax: (907) 465-2974  
Website: [Corporations.Alaska.Gov](http://Corporations.Alaska.Gov)

**Amendment to Certificate of Limited Partnership****Domestic Limited Partnership (AS 32.11 and AS 32.06)**

- This Amendment to Certificate of Limited Partnership is only for a Domestic (Alaskan) Limited Partnership.
- Submit this filing hardcopy via fax or U.S. Mail, along with its payment.
  - Tip: if faxing, print a confirmation page from your fax machine that all pages were successfully faxed.
- For security reasons, DO NOT EMAIL forms and/or payments.
- **Processing Time:** Standard processing time from March-September is 10–15 business days. During heavy filing seasons, October – February, the processing time will be delayed. Filings are reviewed in the date order they are received.
- The information you submit is a public record and will be posted on the State's website.

**1. Important:**

- **Before you start:** review your current Entity Details on record at [www.Corporations.Alaska.Gov](http://www.Corporations.Alaska.Gov) and click License Search.
- Per AS 32.11.020, a Certificate of Limited Partnership may be amended.
- An amendment is used to change or update any portion of a Certificate of Limited Partnership.
- Complete the sections of this form for the portions of the Certificate of Limited Partnership which you are amending on record with this office.

**2. Fee:**☒ \$25 Nonrefundable Filing Fee (CORF)

3 AAC 16.075(b)

Mail this form and the non-refundable \$25 filing fee in U.S. dollars to the letterhead address. Make the check or money order payable to the State of Alaska, or use the attached credit card payment form.

**3. Entity Information:**

AS 32.11.810(a)(1)

Entity Name: Alaska Resort Operations Limited Partnership

Alaska Entity Number: 10093750



**4. Mandatory Dates:**

AS 32.11.020(a)(2)

Date the original Certificate of Limited Partnership was filed for record:

10/31/18

Date the amendments on this filing were approved by the General Partners:

11/26/18**5. Amended Entity Legal Name:**

AS 32.11.020(a)(3), AS 32.11.010(a)(1) and AS 32.11.810(a)(1)

NOTE: The legal name of the Limited Partnership must (mandatory) include the words "limited partnership" (without abbreviations). The name of the Limited Partnership may not contain the name of a Limited Partner unless the Limited Partner is also a General Partner.

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New Amended Name: \_\_\_\_\_

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**6. Amended Duration: Five (5) Years**

AS 32.11.890 and AS 32.06.303(g)

**IMPORTANT:** Per Alaska Statutes AS 32.11.890 and AS 32.06.303(g), the authority of a Limited Partnership in this state is canceled (dissolved and ceases to exist) **FIVE YEARS** after the date this form is filed for record.

☐ The Duration Date will automatically be for five years after the date this form is filed for record.

— or —

☐ I am selecting a duration period of **less than five (5) years**.

Duration Date: \_\_\_\_\_

mm dd yyyy

**7. Amended Purpose:**

AS 10.06.950

The stated purpose of the Limited Partnership per the partnership agreement is:  
(attach additional sheets as necessary)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**8. Amended NAICS Code:**

AS 32.11.020(a)(3) and AS 10.06.950

The Limited Partnership's NAICS Code is being amended. Provide the 6-digit Alaska NAICS Code that most closely aligns with the stated purpose and activities of the Limited Partnership per the partnership agreement.

For more information about NAICS Codes, go to: [www.Corporations.Alaska.Gov](http://www.Corporations.Alaska.Gov)

Alaska NAICS Code:

—  —  —  —  —



<b>9. Principle Office in Home State:</b> (wherever)		RECEIVED 32.11.420 (5) Juneau
<b>Physical Address:</b>		
<b>Mailing Address:</b>	NOV 27 2013 CSPL	

<b>10. Office in Alaska:</b> (if any)		AS 32.11.420 (5)
<b>Physical Address:</b>		
<b>Mailing Address:</b>		

<b>11. REMOVE General and/or Limited Partners:</b>		AS 32.11.020(a)(3) and (b)(2) and AS 32.11.030	
<p>The following General Partner(s) and Limited Partner(s) will be <u>completely removed from record</u> as a result of this filing.</p> <p>Per AS 32.11.370, a Limited Partnership is dissolved when there are no General Partners.</p> <p>Per AS 32.11.030, a Limited Partnership may be canceled any time there are no Limited Partners.</p> <p><b>Print full legal name of General Partners and/or Limited Partners being removed from record:</b> (attach additional sheets as necessary)</p>			
<b>Name:</b>		<b>Name:</b>	
<b>Name:</b>		<b>Name:</b>	

<b>12. List ALL General Partners and Limited Partners:</b>		AS 32.11.020(a)(3) and (b)(1), and AS 32.11.030	
<p><b>MANDATORY:</b> The following is a complete list of <u>ALL</u> remaining and new General Partners (GP) and Limited Partners (LP) who will be on record as a result of this filing.</p> <p>Per AS 32.11.040, General Partners have the authority to execute filings on behalf of the entity.</p> <p>Per AS 32.11.370, a Limited Partnership is dissolved when there are no General Partners.</p> <p>Per AS 32.11.030, a Limited Partnership may be canceled any time there are no Limited Partners.</p> <p><b>Print full legal name and address of ALL General Partners and/or Limited Partners:</b> (attach additional sheets as necessary)</p>			
<b>Complete Name:</b>	Alyaska Resort Operations GP LLC	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Mailing Address:</b>	9820-100th Avenue Box 280, Grande Prairie, AB T8V0T8, Canada		10.10.0
<b>Complete Name:</b>	Seven Glaciers Hotel Limited Partnership	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Mailing Address:</b>	9920-100th Avenue Box 280, Grande Prairie, AB T8V0T8, Canada		10.10.0
<b>Complete Name:</b>		<input type="checkbox"/>	<input type="checkbox"/>
<b>Mailing Address:</b>			

**13. Required Statement:**

AS 32.11.020(b)(3) and AS 32.11.370(3)

**STATEMENT:** The remaining and new General Partners listed in Item #12 above agree that the business of the Limited Partnership will continue, per the statutorily permitted duration.

**IMPORTANT:** Per Alaska Statutes AS 32.11.890 and AS 32.06.303(g), the authority of a Limited Partnership is canceled (dissolved and ceases to exist) FIVE YEARS after the date this form is filed for record or the most recent amendment for this entity filed for record.

**14. Any Other Matters:**

AS 32.11.020(d)

Any other matters the General Partners determine to amend. (attach additional sheets as necessary)

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CS:

**15. Signatures:**

AS 32.11.420

The Amendment to Certificate of Limited Partnership must (mandatory) be signed by each remaining and new General Partner or an Attorney-in-Fact authorized to sign on behalf of one or more of the General Partners.

Persons who sign documents filed with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor.

(attach additional sheets as necessary)

General Partner's Printed Name: Jessica M. Brown, Attorney-in-Fact, ABA 1405030

General Partner's Signature: [Signature] Date: 11/27/18

General Partner's Printed Name: \_\_\_\_\_

General Partner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**IMPORTANT: Additional licensing requirements with this division.**

- **BUSINESS LICENSING:** Per AS 43.70.020 prior to engaging in business activity in this state you must (mandatory) obtain an Alaska Business License. For more information, FAQs, and forms go to: [www.BusinessLicense.Alaska.Gov](http://www.BusinessLicense.Alaska.Gov)
- **PROFESSIONAL LICENSING:** If you are engaging in any business activity which requires professional licensure you must (mandatory) obtain it prior to applying for an Alaska Business License. For more information, FAQs, and forms go to: [www.ProfessionalLicense.Alaska.Gov](http://www.ProfessionalLicense.Alaska.Gov)

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

## Certificate of Amendment

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

**ALYESKA RESORT OPERATIONS LIMITED PARTNERSHIP**



IN TESTIMONY WHEREOF, I execute the certificate  
and affix the Great Seal of the State of Alaska  
effective **November 27, 2018**.

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

Julie Anderson  
Commissioner

**ALYESKA HOTEL AND RESORT  
OPERATING LEASE AGREEMENT**

by and among

**ALYESKA RESORT HOTEL LIMITED PARTNERSHIP  
and  
MT. ALYESKA SKI RESORT LIMITED PARTNERSHIP  
“Landlord”**

and

**ALYESKA RESORT OPERATIONS LIMITED PARTNERSHIP  
“Tenant”**



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ALYESKA HOTEL AND RESORT  
OPERATING LEASE AGREEMENT

THIS OPERATING LEASE AGREEMENT ("Lease"), dated as of December 14, 2018 (the "Effective Date"), by and among **ALYESKA RESORT HOTEL LIMITED PARTNERSHIP**, an Alaska limited partnership ("Alyeska Hotel Landlord"), **MT. ALYESKA SKI RESORT LIMITED PARTNERSHIP**, an Alaska limited partnership ("Alyeska Resort Landlord"), and together with Alyeska Hotel Landlord, collectively, "Landlord") and **ALYESKA RESORT OPERATIONS LIMITED PARTNERSHIP**, an Alaska limited partnership (hereinafter called "Tenant").

WITNESSETH

WHEREAS, Landlord is the Landlord of the Alyeska Resort, including the Hotel Alyeska and Alyeska Ski Resort and all ancillary properties and assets, generally located at 1000 Arlberg Drive, Girdwood, AK 99587, and wishes to retain Tenant to provide services regarding the Resort operations on the terms and conditions set forth herein, and Tenant wishes to provide such services in accordance with the said terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants prescribed herein, the parties hereto agree as follows:

Article 1.     Premises.

1.1.     Property and Premises. The property and premises covered this Lease (the "Resort") consists of all right, title and interest of Landlord in the following assets, whether tangible, intangible, real or personal and wherever located:

- (a) all real estate and improvements situated on or about the property described on the attached Exhibit A.
- (b) all rights under any franchise, contract, agreement, and lease, including any personal property lease, real property lease, turnover agreement, instrument, guarantee or any license agreement (including any amendments, modifications, extensions or replacements thereof), including all claims or causes of action;
- (c) all intellectual property, goodwill and other intangible assets of Landlord;
- (d) all billed and unbilled accounts, including all trade accounts receivable, notes receivable from customers, vendor credits and all other obligations from customers with respect to sales of rooms, goods or services;
- (e) all inventories, work in progress and supplies of Landlord;
- (f) all tangible personal property of Landlord, including any and all snow-making equipment, groomers, machinery, equipment, automobiles and other vehicles, spare parts and supplies, computers and all related equipment, telephones, fixtures

and all related equipment and all other tangible personal property, as well as any such items that Landlord has ordered but has not yet received;

- (g) to the extent assignable or transferable, all documents relating to products, services, marketing, advertising, promotional material, customer files, guest lists (to the extent permitted by applicable laws or privacy policies) and documents (including credit information), supplier lists, records, literature and correspondence;
- (h) to the extent assignable or transferable, all of Landlord's claims, deposits, prepayments, prepaid charges and expenses, including any prepaid rent and security deposits, warranties, guarantees, refunds, causes of action, rights of recovery, rights of set-off and rights of recoupment of every kind and nature;
- (i) to the extent assignable or transferable, all of Landlord's right, title and interest in, to, and under, any permits, licenses, consents, authorizations, approvals, registrations or certificates held by Landlord;
- (j) all rights of Landlord under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers, sureties and contractors;
- (k) all of Landlord's rights, claims and causes of action, credits, demands or rights of setoff, if any, against any third party; and
- (l) to the extent assignable or transferable, all other assets, rights and interests of any kind or nature of Landlord.

1.2. Non-Assignable Assets.

- (a) Nothing in this Lease shall be construed as an attempt or agreement to assign any property and premises, which by its terms or by law is nonassignable without the consent of, or other action by, a third party or a governmental authority or is cancelable by a third party (or would otherwise adversely affect the rights of Landlord or Tenant in the event of an assignment (collectively, the "Non-Assignable Assets") unless and until such consent shall have been obtained or such other action shall have been taken.
- (b) To the extent permitted by applicable law, such Non-Assignable Assets shall be held, as of the Effective Date, by Landlord for Tenant, and the covenants and obligations thereunder shall be performed by Tenant in respect of such Non-Assignable Assets in Landlord's name and all benefits and obligations existing thereunder shall be for the account of such Tenant. Landlord shall take or cause to be taken, at the expense of Tenant, such actions in its name or otherwise as Tenant may reasonably request so as to provide Tenant with the benefits of the Non-Assignable Assets and to effect the collection of money or other consideration that becomes due and payable under the Non-Assignable Assets, and Landlord shall promptly pay over to Tenant all money or other consideration received by it in respect of all Non-Assignable Assets.



- (c) Upon obtaining the requisite third party consents thereto, such Non-Assignable Asset shall automatically become a part of the Premises of this Lease.

Article 2. Lease Term

2.1. Initial Term. The initial Lease Term under this Lease shall be ten (10) years commencing as of the Effective Date. "Lease Term" shall mean and include the initial Lease Term as aforesaid and each extension thereof in accordance with the provisions of Article 2.2 of this Lease.

2.2. Renewal. Unless otherwise announced by any party by a written notice to the other parties hereto at least ninety (90) days prior to the expiration of the Lease Term, the Lease Term shall be automatically extended for ten (10) years and the same shall apply for such extended Lease Term.

Article 3. Lease of the Resort

3.1. Lease. Landlord does hereby lease to Tenant the Resort solely for the purposes described herein, and Tenant hereby agrees that it shall, during the entire Lease Term, lease the Resort in conformity with the terms of this Lease and under the terms and conditions hereof. Except as otherwise provided herein, Tenant shall operate the Resort in its entirety which shall include, but not be limited to:

- (a) the execution, amendment, termination or other operation of the contracts regarding the operation of the Resort;
- (b) the preparation and implementation of the Approved Resort Operating Plan, and the Capital Budgets in accordance with this Lease;
- (c) the execution of contracts with third-party sub-Tenants for operation of portions of the Resort as approved by Landlord;
- (d) the management of the working capital and bank accounts for the operation of the Resort;
- (e) the management of the Resort, including the hotel buildings, ski properties, condominiums and fixtures, furniture and equipment thereof; and
- (f) the provision of all services necessary to maintain and operate the Resort in accordance with the terms of this Lease, including the operation of the premises at the Resort licensed for selling and serving alcoholic beverages.

3.2. General Duties. Tenant shall be responsible for the business operations of the Resort. Tenant's duties under this Lease are strictly subject to the terms and conditions hereof. Tenant agrees to establish standards for all third party providers of services to the Resort, and advise Landlord in the optimal manner in which to develop and manage the Resort in accordance with the provisions of this Lease. Tenant shall (a) at all times act honestly and in good faith with respect to Landlord and the Resort, (b) carry out its obligations hereunder in

accordance with and subject to the provisions of this Lease and prudent practices in the hospitality and resort industry, (c) exercise the diligence, skill and care in performing the duties and obligations under this Lease that a prudent professional would exercise in comparable circumstances and with a view to ensuring that the activities of the Tenant conform with the requirements of this Lease, (d) use commercially reasonable efforts to operate the Resort in a manner intended to optimize the revenues and net income of the Resort in accordance with prudent commercial business practices and the Approved Resort Operating Plan.

3.3. Authority. Subject to the terms of this Lease and specifically in accordance with the Approved Resort Operating Plan, Tenant shall have complete responsibility and authority for the day-to-day operations of the Resort. The responsibilities and authority of Tenant shall include, but not be limited to, the use of the Resort for all customary purposes, terms of admittance charges, amusement, food and beverages, labor policies (including wage rates and other working conditions, the hiring, promotion, demotion, change in assignment and discharging of employees), entering into agreements with vendors and service suppliers, and all phases of promotion and publicity relating to the Resort, provided that Landlord shall have the right to review all policies, rules and regulations prepared by Tenant for the operation of the Resort and to cause Tenant to modify any of them if they are in violation of laws or regulations of the State of Alaska or otherwise reasonably required by Landlord. With regard to the appointment and discharge of the general manager and comptroller of the Resort, recommendations made by Landlord shall be binding upon Tenant.

3.4. Approvals. If Tenant wants to conduct services, or purchase food and beverages or such other goods regarding the operation of the Resort outside of the Approved Resort Operating Plan, Tenant shall first obtain the prior consent of Landlord. In no event shall Tenant make expenditures not covered by the Approved Resort Operating Plan except as expressly provided in this Lease.

3.5. Limitation on Authority. As between the Tenant and Landlord, Landlord shall have the exclusive right, power and authority to make all decisions in respect of any proposed investment, disposition, acquisition, redevelopment, financing and/or refinancing of or relating to the Resort, or other assets of Landlord, and any other matters pertaining to Landlord or the Resort that Landlord shall deem material or significant. Except as expressly authorized in this Lease or the Approved Resort Operating Plan or as otherwise approved by Landlord, the Tenant shall have no authority to bind, to act for, to execute any document or instrument on behalf of or to assume any obligation, cost, expense, liability or responsibility on behalf of Landlord. Whenever in this Lease or elsewhere it provides that consent or approval is required of, a demand shall be made by, or acts shall be performed by or at the direction of Landlord, all such consents, approvals, demands and acts are to be made, given, or performed upon the prior written consent of Landlord.

3.6. Compliance. Tenant shall: (a) at all times comply with all applicable laws, rules, regulations and ordinances, including Landlord's reasonable rules and regulations for the Resort, and (b) not make any modifications or alterations to the Resort without Landlord's prior consent, which will not be unreasonable withheld.

3.7. Use.

- (a) Tenant acknowledges that the Resort is the property of the Landlord and that Tenant has only the right to the possession and use of the Resort upon the terms and conditions of this Lease.
- (b) Tenant shall use or cause to be used the Resort only for such uses as may be approved by Landlord and Tenant shall not use the Resort or any portion thereof for any other use without the prior written consent of Landlord. No use shall be made or permitted to be made of the Resort, and no acts shall be done in respect of the Resort, which could result in the cancellation of any insurance policy or ground lease covering the Resort or any part thereof, nor shall Tenant sell or permit to be kept, used or sold in or about the Resort any article which is prohibited by applicable laws or insurance policies and regulations. Tenant shall comply with any and all requirements imposed by any insurance board, association, organization or company, in respect of the Resort necessary for the maintenance of insurance, as herein provided, covering the Resort.
- (c) Tenant covenants and agrees that during the Lease Term it will (i) operate the Resort continuously for its primary intended use, (ii) maintain appropriate certifications and licenses from the governmental authorities for such use, and (iii) keep Landlord advised of the status of any material litigation affecting the Resort.

3.8. Waste. Tenant shall not commit or suffer to be committed any waste on the Resort or in the Resort, nor shall Tenant cause or permit any nuisance thereon. Tenant shall neither suffer nor permit the Resort or any portion thereof, to be used in such a manner as (i) might reasonably tend to impair Landlord's title thereto or to any portion thereof, or (ii) may reasonably make possible a claim or claims of adverse usage or adverse possession by the public, as such, or of implied dedication of the Resort or any portion thereof. Without Landlord's prior written consent, Tenant shall not make any material changes to operations at the Resort which would have a material adverse effect on Landlord's interest in the Resort. Tenant will not directly or indirectly create or allow to remain and will promptly discharge at its expense any lien, encumbrance, attachment, title retention agreement or claim upon the Resort resulting from the action or inaction of Tenant.

3.9. Legal Requirements. Tenant covenants and agrees that the Resort shall not be used for any unlawful purpose, and that Tenant shall not permit or suffer to exist any unlawful use of the Resort by others. Tenant further covenants and agrees that Tenant's use of the Resort and maintenance, alteration, management and operation of the same, and all parts thereof, shall at all times conform to all legal requirements. Tenant shall cause all its subtenants, invitees and others to so comply with all legal requirements.

3.10. Environmental Covenants. Tenant shall fully comply with any and all environmental laws applicable to the Resort and the operations thereon. Tenant agrees to give Landlord prompt written notice of all facts, events or conditions that could reasonably lead to the occurrence of any of any violation thereof.

Article 4. Business Plans

4.1. Resort Operating Plan. Tenant will, in consultation with Landlord, not less than forty-five (45) calendar days prior to the commencement of each full or partial calendar year during the Lease Term, submit to Landlord, for its approval, a proposed Resort Operating Plan for operation of the Resort for the ensuing calendar year of the Lease Term. The Resort Operating Plan and updates thereto required hereunder shall include the elements described in this Section 4.1 and shall be subject to the review and written approval as described in Section 4.2.

- (a) The Cash Flow Projection shall be a projection of cash flow both in the aggregate and for each Accounting Period in the applicable Fiscal Year (or portion thereof).
- (b) The Marketing Plan shall include, but not be limited to, (i) occupancy projections and average daily rates by market segment, both in the aggregate and for each Accounting Period in the applicable Fiscal Year (or portion thereof); (ii) a detailed program for advertising and promotion; and (iii) a competitive analysis.
- (c) The Operating Budget shall be a detailed report, in a form substantially in accordance with GAAP and, to the extent applicable, the Uniform System of Accounts, estimating income and expenses which Tenant reasonably believes will be received and paid both in the aggregate and for each Accounting Period in the applicable Fiscal Year (or portion thereof), and including (i) in narrative form, the assumptions which form the basis upon which the schedules were prepared, (ii) detailed projections of any services, costs and expenses to be paid to Tenant, and (iii) any compensation and benefits payable to the Resort's employees. Tenant shall also provide any other reports concerning the operations of the Resort as Landlord or its lender shall reasonably request from time to time.
- (d) The Capital Plan shall include remodeling, rebuilding, replacements, additions or improvements to the Resort which are of a capital nature and will include a detailed budget of Capital Expenditures for the ensuing Fiscal Year and a summary projection going forward.

4.2. Financial Reporting. Tenant shall prepare and deliver to Landlord all financial reports required by any lender holding the Mortgage or other security interest in the Resort or the Landlord's equity interest. In addition, Tenant prepare and deliver such other financial and other reports regarding the Resort and the management, operations and maintenance thereof, with such form and content as Landlord may from time to time reasonably require.

4.3. Approval of Resort Operating Plan. Landlord shall review the Resort Operating Plan and any revisions submitted by Tenant in accordance with this Section 4.3 promptly upon receipt. Landlord shall notify Tenant of its approval or disapproval of its Resort Operating Plan within a reasonable period of time after receiving it. All items in the Resort Operating Plan which are thus approved by Landlord shall become part of the Approved Resort Operating Plan. Tenant shall resubmit a revised Resort Operating Plan to Landlord within fifteen (15) days after Tenant's receipt of notice of Landlord's disapproval. The foregoing procedure shall be

followed until the proposed Resort Operating Plan is fully approved by Landlord. If Landlord fails to timely notify Tenant of its approval or disapproval of the Resort Operating Plans, Landlord shall be deemed to have disapproved the Resort Operating Plan. If Landlord has not approved all items in the Resort Operating Plan prior to commencement of the applicable Fiscal Year covered by it, until the new Resort Operating Plan is approved in its entirety, the items in the new Resort Operating Plan that have been approved by Landlord shall become effective, and with respect to those items in the new Resort Operating Plan that have not been approved, those items shall be determined by reference to the preceding Fiscal Year's actual expense therefor. The resulting Resort Operating Plan obtained in accordance with the preceding sentence shall be deemed to be the Resort Operating Plan in effect until such time as the Parties have resolved the items in dispute.

4.4. Implementation of Approved Resort Operating Plan. Tenant may, after notice to and approval from Landlord, revise the Resort Operating Plan from time to time, as necessary, to reflect any unpredicted significant changes, variables or events or to include significant, additional, unanticipated items of expense. Further, after notice to Landlord, Tenant may reallocate part or all of the amount budgeted with respect to any line item to another line item and may make such other modifications to the Resort Operating Plan as Tenant deems reasonably necessary, provided that the total amount budgeted for any department in the Resort Operating Plan may not be adjusted by more than five (5%) percent without approval from Landlord. Tenant shall provide Landlord with a revised Resort Operating Plan on a quarterly basis. Tenant shall operate the Resort in accordance with the Approved Resort Operating Plan and shall obtain Landlord's prior approval for any expenditures in excess (on an annual basis) of the Approved Resort Operating Plan. Tenant shall not engage in or incur any expenses related to any business or activity that is not related to the primary intended use of the Resort.

#### Article 5. Percentage Lease Rent.

5.1. Percentage Lease-Rent. Tenant shall pay to Landlord Percentage-Rent as hereinafter set forth. Percentage Rent shall be a sum equal to one hundred percent (100%) of the amount by which annual Gross Revenues (as defined above) in each Accounting Period of the Lease Term exceeds the expenses for that month in the Operating Budget approved by the Landlord in accordance with Section 4.1(c), above.

5.2. Payment of Percentage Rent. Rent shall be determined and payable in monthly installments on or before the fifteenth (15th) day following the close of each Accounting Period.

5.3. Statements of Gross Revenues. Tenant shall deliver to Landlord, within twenty (20) days after the last day of each Accounting Period, a statement of Gross Revenues for the Accounting Period, which shall conform to and be in accordance with generally accepted accounting principles. Each annual statement shall be accompanied by the signed certificate of an authorized representative of Tenant.

5.4. Tenant's Records. For the purpose of permitting verification by Landlord of any amounts due as Percentage Rent, Tenant will (i) submit to Landlord true copies of its monthly record of Gross Revenues and Operating Expenses for each Accounting Period, and (ii) preserve for at least three (3) years, and during the Lease Term shall keep, a general ledger,



required receipts and disbursement journals and such sales records and other supporting documentation, together with original or duplicate books and records, which shall disclose all information required to determine Gross Revenues and which shall conform to and be in accordance with generally accepted accounting principles consistently applied. At any time or from time to time after advance notice to Tenant, Landlord shall have the right during business hours to make any examination or audit of such books and records which Landlord may desire. If such audit shall disclose a Percentage Rent liability in any Accounting Period in excess of the Percentage Rent theretofore paid by Tenant for such period, Tenant shall pay such liability within twenty (20) days after written demand therefor by Landlord. The rights and remedies provided to Landlord in this Section 5.4. shall be in addition to any and all other remedies which may be available to Landlord under this Lease and under applicable laws.

5.5. Operating Losses.

To the extent that Tenant projects an operating loss for any Accounting Period, Landlord shall provide additional funds from the Resort's working capital account in the amount of any such operating loss within ten (10) business days after receipt of notice from Tenant of such projected operating loss. In no event will the Tenant be responsible for providing operating capital for the operation of the Resort. The Tenant will not be deemed to be in breach of its obligations under this Lease to the extent performance of such obligations is rendered commercially impracticable by the unavailability of such operating capital. In no event will the Tenant be required to advance funds to or for the benefit of any Landlord.

Article 6. Accounts and Employees.

6.1. Resort Accounts. All Gross Revenues shall be deposited by Tenant in Resort bank accounts in Tenant's name in a bank designated by Landlord. Withdrawals from the Resort's bank accounts shall be made only by signatories designated by Tenant or Landlord. Any check written in excess of \$10,000 which is not provided for in the Approved Resort Operating Plan shall require the approval of Landlord. Reasonable petty cash funds shall be maintained at the Resort. Tenant shall cause all of its employees handling cash, checks or other types of revenues to be covered by crime insurance, with reasonable limits and deductibles approved by Landlord. Tenant shall establish reasonable controls to ensure accurate reporting of all transactions involving such accounts, and accounts shall require positive pay and electronic reconciliation features to reduce possibilities of fraud.

6.2. Resort Employees.

- (a) All Resort Employees shall at all times be employees of Tenant. Subject to the Approved Resort Operating Plan, Tenant shall have discretion to hire, promote, supervise, direct, train and terminate all Resort Employees, to determine their compensation; and generally, to establish and maintain all policies relating to employment. Tenant shall use commercially reasonable efforts and exercise reasonable care to select qualified, competent and trustworthy Resort Employees. No individual whose prior activities, criminal record, if any, or reputation, habits and associations are known to pose a threat to the public interest, the effective

regulation of any licenses held by Landlord, or to create or enhance the dangers of unsuitable, unfair or illegal practices and methods and activities in the conduct of operating the Resort, shall knowingly be employed by Tenant. Landlord shall have the right to interview and approve the individuals selected by Tenant as the general manager, chief operating officer, the chief financial officer and other members of the senior staff of the Resort prior to their appointment (collectively, the "Executive Staff"). Prior to appointing any member of the Executive Staff, Tenant shall provide Landlord with a written summary of such individual's professional experience and qualifications and shall offer Landlord the opportunity to interview the candidate at the Resort or another mutually acceptable location. The removal or termination of any member of the Executive Staff shall be subject to prior consultation with Landlord.

- (b) Tenant shall maintain all personnel records and payroll systems for Resort Employees and shall comply with all record keeping and reporting requirement of all state and federal laws relating to employees, including state and federal Form 941-A preparation, EEOC reporting, worker's compensation reporting, wage and hour compliance, Form W-4 and Form W-2 preparation, Form I-9's, occupational license taxes, wage administration, personnel guidelines and processing, and employee fringe benefits reporting. Tenant shall comply with all other state and federal laws relating to employees, including, without limitation, all laws relating to immigration, naturalization and resident aliens and all laws relating to wage and hours, EEO, NLRA, OSHA and ERISA.
- (c) Tenant shall be responsible for negotiating, or causing its Affiliates to negotiate, labor union contracts with union employees, if any. Tenant agrees to advise and consult with Landlord on a timely basis in connection with contract negotiations and the status of relationship of the Resort with union members. Notwithstanding any of the foregoing provisions of this Section, Landlord shall not require or expect any action of Tenant or any of its Affiliates that would constitute a violation of any applicable laws.

#### Article 7. Repairs and Changes.

7.1. Repairs and Maintenance. Tenant shall maintain the Tenant in good repair and condition, ordinary wear and tear excepted, in strict accordance with the Approved Resort Operating Plan and as otherwise required by Landlord.

7.2. Alterations. Tenant may make, from time to time, such alterations, additions or improvements in or to the Resort which are customarily made in the operation of the hotels and ski resorts in the same class as the Resort; provided, however, that no remodeling, additions or improvements involving a structural change in the Resort or any improvements thereon shall be made without Landlord's prior written approval or otherwise than in accordance with the Approved Resort Operating Plan.

Article 8. Default and Termination

8.1. Termination. This Lease shall remain effective during the Lease Term. However, any party may terminate this Lease immediately by giving written notice to other parties if:

- (a) any other party is dissolved or liquidated other than in connection with an internal or related party merger or consolidation;
- (b) any other party is adjudicated insolvent, or makes an assignment for the benefit of creditors, or commences any proceeding under any bankruptcy or insolvency laws or, appoints a receiver or other procedures similar thereto;
- (c) the other party defaults in the performance of any of its obligations under or otherwise commits any breach of this Lease unless such default or breach shall have been remedied within thirty (30) days after a written notice specifying such default or breach is given; or
- (d) if required by a lender holding a mortgage or other security interest in the Premises or in Tenant or Landlord's equity interests.

8.2. Termination and Transition.

- (a) The termination of this Lease for any reason shall neither release any party from any liability or obligation which, pursuant to any provisions of this Lease, is to survive or be performed after such termination nor shall it release any party from its liability to perform its then accrued and unfulfilled obligations. The termination of this Lease for any reason shall not be in substitution for, but shall be in addition to any and all rights and remedies for breach of contract which rights and remedies shall survive such termination. Thus, in the event that this Lease is terminated by the breach of any party, the other party shall be entitled to compensation for all damage incurred by such party because of such breach.
- (b) Upon any expiration or termination of this Lease, Landlord and Tenant shall cooperate in good faith to effect an orderly transition of the operation of the Resort as follows:

(i) Tenant shall assign to Landlord or Landlord's designee simultaneously with the termination of this Lease, and the assignee shall assume all leases, subleases contracts, concession agreements and agreements in effect with respect to the Resort then in Tenant's name.

(ii) All books and records for the Resort kept by Tenant shall be promptly delivered to Landlord.

(iii) Tenant will take, or will cause to be taken, any and all action necessary with respect to employees required pursuant to the WARN Act.

(iv) Within fifteen (15) days after termination, each party shall pay the other all amounts due under the terms of the Lease through the termination date.

(v) Tenant shall peacefully vacate and surrender the Resort to Landlord on the effective date of such termination.

(vi) Tenant shall assign and transfer to Landlord all of Tenant's books and records, contracts, leases and other documents respecting the Resort.

(vii) Landlord shall honor all business confirmed for the Resort in the ordinary course of business after the effective date of termination.

(viii) Tenant shall assign to Landlord its interest (if any) in, and Landlord shall confirm in writing its continuing responsibility for, all obligations and liabilities relating to, any and all contracts (including collective bargaining agreements and pension plans, leases, licenses or concession agreements and maintenance and service contracts) in effect with respect to the Resort as of the date of termination of the Lease.

(ix) To the extent necessary to facilitate the orderly transfer of Tenant's records and data, and to the extent permitted by the terms of licenses with software producers, Landlord and Tenant shall execute all appropriate license agreements to provide for the use by Tenant of appropriate software for a reasonable period of time following the effective date of termination.

(c) Upon the expiration or earlier termination of the Lease Term, Tenant shall (i) transfer to Landlord or Operating Landlord's designee all Licenses that may be required for the operation of the Resort, or (ii) if such transfer is prohibited or otherwise restricted by law, Tenant shall cooperate with Landlord or Landlord's designee in connection with the processing by Landlord or Landlord's designee of any applications for all licenses; such cooperation shall include Tenant continuing to operate the liquor operations under its licenses with Landlord or Landlord's designee agreeing to indemnify and hold Tenant harmless as a result thereof; provided, in either case, that the costs and expenses of any such transfer or the processing of any such application shall be paid by Landlord or Landlord's designee.

(d) The provisions of this Section shall survive the expiration or termination of this Lease until they have been fully performed. Nothing contained herein shall limit Landlord's rights and remedies under this Lease if such termination occurs as the result of an event of default on the part of Tenant.

#### Article 9. Financing.

9.1. Mortgages. Without the consent of Tenant, Landlord may, from time to time, directly or indirectly, create or otherwise cause to exist any lien upon the Resort, or any portion thereof or interest therein, whether to secure any borrowing or other means of financing or refinancing. Any and all such liens or mortgages, deeds of trust or trust deeds encumbering

Landlord's interest in the Resort are hereafter collectively referred to herein, individually and collectively, as the "Mortgage," and the holders of such Mortgage, or of the indebtedness secured thereby, are herein referred to as, individually and collectively, the "Mortgagee." Tenant shall, upon request of Landlord or any Mortgagee, and to the extent in Tenant's possession, (i) provide Landlord and/or any Mortgagee with copies of all licenses, permits, occupancy agreement, operating agreements, leases, contracts, notes, inspection reports, studies, appraisals, assessments, default or other notices and similar materials reasonably requested in connection with any existing or proposed financing of the Resort, and (ii) execute such collateral assignments with respect to the licenses and any of the other aforementioned agreements relating to the Resort as Landlord and/or such Mortgagee may reasonably request in connection with any such financing, provided that no such collateral assignment shall modify the terms of this Lease.

9.2. Subordination. This Lease, and any and all rights of Tenant hereunder, are and shall be subject and subordinate in all respects to any Mortgage, and all renewals, extensions, modifications, consolidations and replacements thereof, and to each and every advance made or hereafter to be made under any such Mortgage. This Section 9.2 shall be self-operative and no further instrument of subordination shall be required. Notwithstanding and without limiting the foregoing, in confirmation of such subordination, Tenant shall promptly execute, acknowledge and deliver any instrument that Landlord, any Mortgagee, or any of their respective successors in interest may reasonably request to evidence such subordination, and this Lease shall be terminable by a successor Landlord in connection with or following a foreclosure event pursuant to the terms of such subordination instrument. Tenant shall not unreasonably withhold its consent to any amendment to this Lease reasonably required by any Mortgagee, provided that such amendment does not (i) increase Tenant's financial obligations hereunder, or (ii) have a material adverse effect upon Tenant's rights hereunder, or (iii) materially increase Tenant's non-economic obligations hereunder, or (iv) decrease Landlord's obligations hereunder.

#### Article 10. Impositions

10.1. Payments. Tenant shall pay, or cause to be paid all Impositions directly to the appropriate governmental authority where feasible. Landlord shall have the option to (1) pay such Impositions directly to the taxing authorities, (2) cause Tenant to pay such Impositions directly to the taxing authorities or (3) cause Tenant to deposit such amounts that will be required for the payment of Impositions into an escrow fund with Landlord's lenders. To the extent such payments are made directly by Tenant, Tenant will promptly furnish to Landlord copies of official receipts or other satisfactory proof evidencing any such payments. Landlord shall cooperate with Tenant and otherwise provide Tenant with such data as is maintained by Landlord with respect to the Resort as may be necessary to prepare any required returns and reports. Tenant shall file all personal property tax returns in such jurisdictions where it is legally required to so file. Landlord, to the extent it possesses the same, will provide Tenant, upon request, with cost and depreciation records necessary for filing returns for any property classified as personal property. Landlord may, at Landlord's option and at Landlord's sole expense, protest, appeal, or institute such other proceedings (in its own name or in Tenant's name) as Landlord may deem appropriate to effect a reduction of real estate or personal property assessments for any Impositions, and Tenant, at Landlord's expense as aforesaid, shall fully cooperate with Landlord in such protest, appeal, or other action. Landlord, however,



reserves the right to effect any such protest, appeal or other action and shall control any such activity, which shall then proceed at Landlord's sole expense. Tenant shall cooperate fully with such activities. Landlord shall be responsible for the payment of all real estate taxes and personal property taxes.

Article 11. General Insurance Requirements.

11.1. Insurance. During the Lease Term of this Lease, the Resort shall at all times be insured with the kinds and operating amounts of insurance as may be required by Landlord acting in its sole discretion. This insurance shall be written by companies authorized to issue insurance in the State of Alaska. The policies must name the party obtaining the policy as the insured and the other party as an additional named insured and comply with the requirements of all ground leases and financing of Landlord in all respects. In the case of insurance obtained by Tenant, Tenant shall also name as additional insureds such other parties as Landlord may require from time to time. Losses shall be payable to Landlord as provided in this Lease. Any loss adjustment for coverages insuring both parties shall require the written consent of Landlord and Tenant, each acting reasonably and in good faith. Evidence of insurance shall be deposited with Landlord.

11.2. Subrogation. To the extent permitted by Applicable Law, all insurance policies carried by Landlord or Tenant covering the Resort shall expressly waive any right of subrogation on the part of the insurer against the other party. ANYTHING IN THIS LEASE TO THE CONTRARY NOTWITHSTANDING, LANDLORD AND TENANT EACH WAIVE ANY AND ALL RIGHT OF RECOVERY, CLAIM, ACTION OR CAUSES OF ACTION AGAINST THE OTHER, THEIR AGENTS, OFFICERS, OR EMPLOYEES, FOR ANY LOSS OR DAMAGE THAT MAY OCCUR TO SUCH PERSONS OR ANY PERSONAL PROPERTY OF ANY PARTY THEREIN, BY REASON OF FIRE, THE ELEMENTS OR ANY OTHER CAUSE WHICH IS COVERED BY INSURANCE REQUIRED UNDER THE TERMS OF THIS LEASE OR WHICH IS COVERED BY INSURANCE MAINTAINED BY SUCH PARTY, REGARDLESS OF CAUSE OR ORIGIN, INCLUDING NEGLIGENCE OF THE OTHER PARTY OR PARTIES HERETO, THEIR AGENTS, OFFICERS OR EMPLOYEES, EACH PARTY COVENANTS THAT NO INSURER SHALL HOLD ANY RIGHT OF SUBROGATION AGAINST ANY OTHER PARTY FOR LOSSES WHICH MUST BE INSURED AGAINST BY THE TERMS OF THIS LEASE

11.3. Content and Coverage. All of the policies of insurance referred to in this Lease shall be written in a form and with coverages and deductibles reasonably satisfactory to Landlord. In addition, such policies of insurance shall be written with insurance companies reasonably acceptable to Landlord. The party responsible for obtaining any policy shall pay all of the premiums therefor, and deliver copies of such policies or certificates thereof to the other party prior to their effective date (and, with respect to any renewal policy, thirty (30) days prior to the expiration of the existing policy), and in the event of the failure of the responsible party either to effect such insurance as herein called for or to pay the premiums therefor, or to deliver such policies or certificates thereof to the other party at the times required, such other party shall be entitled, but shall have no obligation, to effect such insurance and pay the premiums therefor. Each insurer by endorsement to the policy that it will give to such party thirty (30) days' written

notice before the policy or policies in question shall be materially altered, allowed to expire or cancelled.

11.4. Changes. If either Landlord or Tenant at any time deems the limits of the personal injury or property damage under the comprehensive public liability insurance then carried to be either excessive or insufficient, Landlord and Tenant shall endeavor in good faith to agree on the proper and reasonable limits for such insurance to be carried and such insurance shall thereafter be carried with the limits thus agreed on.

11.5. Mortgage Requirements. To the extent that the Mortgage contains requirements with respect to the maintenance of insurance, Tenant shall perform its obligations with respect to the foregoing in a manner which is consistent with, and will allow Landlord to be in compliance with, such Mortgage.

#### Article 12. Casualty.

12.1. Total Destruction. If during the term the Resort is totally or partially destroyed or rendered unsuitable for its primary intended use, then Landlord shall be entitled to retain all insurance proceeds and shall not be required to restore the Resort and this Lease shall be terminated.

12.2. Partial Destruction. If during the Lease Term the Resort is partially destroyed, but the Resort is not thereby rendered unsuitable for its primary intended use, Landlord or, at the election of Landlord, Tenant (at Landlord's expense) shall, at its option, restore the Resort to substantially the same condition as existed immediately before the damage or destruction. Such damage or destruction shall not terminate this Lease. If Tenant restores the Resort, the insurance proceeds shall be paid out by Landlord from time to time for the reasonable costs of such restoration upon satisfaction of terms and conditions specified by Landlord, and any excess proceeds remaining after such restoration shall be paid to Landlord.

12.3. Business Interruption. Landlord shall receive all loss of income insurance.

12.4. Mortgage Rights. Notwithstanding anything to the contrary contained in this Lease, the foregoing provisions of this Article shall be subject to the provisions of the Mortgage governing the disposition of insurance proceeds and the restoration of the Resort after a casualty. In the event of any inconsistency between such provisions of such financing and the terms and conditions of this Lease, such provisions of the Mortgage shall prevail.

#### Article 13. Condemnation.

13.1. Parties' Rights and Obligations. If during the Lease Term there is any Condemnation of all or any part of the Resort or any interest in this Lease, the rights and obligations of any particular Landlord and Tenant shall be determined by this Article 13.

13.2. Total Taking. If title to less than the whole of the Resort is taken or condemned, which nevertheless renders the Resort unsuitable for its primary intended use, then either Tenant or Landlord shall have the option, to terminate this Lease as of the Date of Taking and the total Award made with respect to the Resort shall be solely the property of and payable to Landlord.

13.3. Partial Taking. If title to less than the whole of the Resort is condemned, and the Resort is not unsuitable for its primary intended use, then Landlord shall, with all reasonable dispatch and to the extent that the Award is sufficient therefor, restore the untaken portion of the Resort so that the Resort constitutes the same general character and condition (as nearly as may be possible under the circumstances) as the Resort existed immediately prior to the Condemnation; provided, however, that the amount of such contribution shall not exceed such cost.

13.4. Temporary Taking. Except only to the extent that Tenant may be prevented from so doing pursuant to the terms of the order of the Condemnor, Tenant shall continue to perform and observe all of the other terms, covenants, conditions and obligations hereof on the part of the Tenant to be performed and observed, as though such Condemnation had not occurred. The entire amount of any Award made for such Condemnation allocable to the Lease Term of this Lease, whether paid by way of damages, rent or otherwise, shall be paid to Landlord. If restoration is required hereunder, Landlord shall contribute to the cost of such restoration that portion of its entire Award that is specifically allocated to such restoration in the judgment or order of the court, if any.

13.5. Loan Priority. Notwithstanding anything to the contrary contained in this Lease, the foregoing provisions of this Article 13 shall be subject to the provisions of the Mortgage, in each case governing the disposition of any Award and the restoration of the Resort after a condemnation. In the event of any inconsistency between such provisions of the Mortgage and the terms and conditions of this Article 13, the provisions of the Mortgage shall prevail.

#### Article 14. Recourse.

14.1. Liability Limitation. No present or future partner, director, officer, member, shareholder, employee, advisor, affiliate or agent of or in Landlord or Tenant or any affiliate of Landlord or Tenant will have any personal liability, directly or indirectly, under or in connection with the Lease or any agreement made or entered into under or in connection with the provisions of the Lease, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter, and each party hereto and its successors and assigns and, without limitation, all other persons and entities, will look solely to the assets of the other party for the payment of any claim or for any performance, and each party hereby waives any and all such personal liability. For purposes of this Section, no obligation to restore negative capital accounts or any contribution or payment obligation of any partner or member in Landlord or Tenant will constitute an asset of Landlord or Tenant. The limitations of liability contained in this Section will survive the termination of the Lease, and are in addition to, and not in limitation of, any limitation on liability applicable to either party provided elsewhere in the Lease or by law or by any other contract, agreement or instrument.

#### Article 15. Assignment.

15.1. Assignment. No party shall have the right to directly or indirectly assign or sublease this Lease or any rights therein to any person or entity without the prior written consent of the other party, provided however, Tenant shall have the right to delegate a portion of its obligations hereunder to management and/or service providers upon terms approved by

Landlord in its sole discretion, and provided further (i) Tenant shall continue to remain liable for each and every one of its obligations under this Lease, and (ii) Tenant shall monitor and supervise the acts and duties of any such third parties to ensure compliance with the terms of this Lease and any agreement between Tenant and such third parties.

Article 16. Notices.

16.1. Notice. Any notice by any party to the other shall be deemed to have been given if either delivered personally or mailed by a registered, prepaid airmail addressed to such addresses and to the attention of such persons as the parties may designate by notice hereunder.

16.2. Claims. Each party shall give prompt notice to the other of any notice or other communication received by such party from any governmental authority in connection with this Lease or the Resort.

Article 17. Governing Law and Jurisdiction.

This Lease shall be construed, interpreted and applied in accordance with, and shall be governed by, the laws of Alaska. United States federal or state courts sitting in Anchorage, Alaska, shall have the exclusive jurisdiction over any and all disputes between the parties which may arise in relation to this Lease.

Article 18. Partial Invalidity.

If any term or other provision of this Lease is invalid, illegal or incapable of being enforced under any present or future law, or public policy, (a) such term or other provision shall be fully separable, (b) this Lease shall be construed and enforced as if such invalid, illegal or unenforceable provision had never comprised a part hereof, and (c) all other conditions and provisions of this Lease shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable term or other provision or by its severance herefrom so long as the economic or legal substance of the contemplated transactions is not affected in any materially adverse manner. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Lease so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner to the fullest extent possible.

Article 19. Indemnification.

Landlord hereby agree to indemnify Tenant for any liabilities, losses, costs (including reasonable attorneys' fees and costs) or damages incurred by Tenant as the direct or indirect result of the Landlord's gross negligence or willful misconduct, or the breach by Landlord of its material obligations under this Lease. Tenant hereby agrees to indemnify Landlord for any liabilities, losses, costs (including reasonable attorneys' fees and costs) or damages incurred by Landlord as the direct or indirect result of the Tenant's gross negligence or willful misconduct, or the breach by Tenant of its material obligations under this Lease.

Article 20. No Merger of Title.

There shall be no merger of this Lease or of the leasehold estate created hereby by reason of the fact that the same person or entity may acquire, own or hold, directly or indirectly: (a) this Lease or the leasehold estate created hereby or any interest in this Lease or such leasehold estate and (b) the fee estate or ground lease interest in the Resort.

Article 21. Definitions.

Terms used but not defined herein shall have the meaning assigned to such terms in Exhibit B attached hereto.

[SIGNATURE PAGE FOLLOWS]

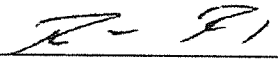


IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

**LANDLORD:**

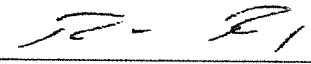
Alyeska Resort Hotel Limited Partnership,  
an Alaska limited partnership

By: Alyeska Resort Hotel GP LLC,  
an Alaska limited liability company,  
its general partner

By:   
Ryan Pomeroy  
President

Mt. Alyeska Ski Resort Limited Partnership,  
an Alaska limited partnership


By: Mt. Alyeska Resort GP LLC,  
an Alaska limited liability company,  
its general partner

By:   
Ryan Pomeroy  
President

**TENANT:**

Alyeska Resort Operations Limited Partnership,  
an Alaska limited partnership

By: Alyeska Resort Operations GP LLC,  
an Alaska limited liability company,  
its general partner

By:   
Ryan Pomeroy  
President

## EXHIBIT A

### Real Property Description

#### Fee Interests:

**Tract A, Fragment Lots 1, 12 & 13** [these lots encompass 1000 Arlberg Avenue]  
(parcels 075-041-45-000, 075-041-50-000, 075-041-51-000)

Alyeska Subdivision Prince Addition, Per Plat 2008-126, filed in the Anchorage recording district, Third Judicial District, State of Alaska and any improvements located thereon.

**Tract A, Fragment Lots 2-11** (parcels 075-011-10-000, 075-011-11-000, 075-011-12-000, 075-011-13-000, 075-011-14-000, 075-011-15-000, 075-041-46-000, 075-041-47-000, 075-041-48-000, 075-041-49-000) [these lots encompass 1000 Arlberg Avenue]

Alyeska Subdivision Prince Addition, Per Plat 2008-126, filed in the Anchorage Recording District, Third Judicial District, State of Alaska and any improvements located thereon.

#### **TRACT B, FRAGMENT LOTS 1 – 9**

(parcels 075-011-08-000, 075-011-09-000, 075-041-38-000, 075-041-39-000, 075-041-40-000, 075-041-41-000, 075-041-42-000, 075-041-43-000, 075-041-44-000)

Alyeska Subdivision Prince Addition, Per Plat 2008-126, filed in the Anchorage recording district, Third Judicial District, State of Alaska and any improvements located thereon.

#### **Alyeska Ski Resort Base Area**

(parcel 076-015-35-000)

U.S. Survey No. 3569 according to the official Bureau of Land Management survey thereof, being located in the Anchorage Recording District, Third Judicial District, State of Alaska. EXCEPTING THEREFROM Unit No. 1, North Addition to Alyeska Subdivision according to Plat No. 68-95 filed in the office of the recorder for Anchorage Recording District, Third Judicial District, State of Alaska.

That portion of the following property being within protracted Sections 9 and 16, Township 10 North, Range 2 East, Seward Meridian, being located in the Anchorage Recording District, Third Judicial District, State of Alaska, being described as follows:

Commencing at Corner No. 1 of U.S. Survey No. 3569; thence South along the West boundary of U.S. Survey No. 3569, 1,660.50 feet to a point on the Northerly right-of-way line of Lower Terrace Street, the true point of beginning; thence along the Northerly boundary of the Third Addition, Alyeska Subdivision, South 68°33'3" West, 446.95 feet to the most Easterly corner of Tract B; thence North 49°31' West, 224.03 feet to the most Northerly corner of Tract B; thence North 00°26'28" West, along the Easterly right-of-way line of Alyeska Avenue, 332.93 feet; thence along the Southerly boundary of Block 6A, Alyeska Subdivision, South 79°00' East, 108.88 feet; thence North 37°09' East, 798.30 feet; thence South along the West boundary of U.S. Survey No. 3569, 930.50 feet to the true point of beginning.

(parcel 076-015-35-000)

Lot Four (4), Block One (1), UNIT NO. 1, NORTH ADDITION TO ALYESKA SUBDIVISION, according to the official plat thereof, filed under Plat No. 68-95 in the records of the Anchorage Recording District, Third Judicial District, State of Alaska.

**(parcel 076-015-35-000)**

Lot One (1), Block One (1), UNIT NO. 1, NORTH ADDITION TO ALYESKA SUBDIVISION, according to the official plat thereof, filed under Plat No. 68-95 in the records of the Anchorage Recording District, Third Judicial District, State of Alaska.

**Triangle below Sitz (parcel 076-015-35-000):**

Lot Three "C" (3C), Block One (1), UNIT NO. 1, NORTH ADDITION TO AL YESKA SUBDIVISION, according to the official plat thereof, filed under Plat No. 69-21 in the records of the Anchorage Recording District, Third Judicial District, State of Alaska.

**Base Area (Sitz & PO) (parcel 076-016-36-000)**

Lot Three "A" (3A), Block One (1), UNIT 1, NORTH ADDITION TO ALYESKA SUBDIVISION, according to the official plat thereof: filed under Plat No. 69-21 in the records of the Anchorage Recording District, Third Judicial District, State of Alaska, EXCEPTING THEREFROM that portion described as follows: Beginning at a point located 82.00 feet South 82°00' West from the Southeast corner of said Lot 3A, Block 1 of Unit No. 1, North Addition to Alyeska Subdivision according to Plat No. 69-21, thence South 82°00' West a distance of 288.56 feet; thence North 42°14'30" East a distance of 304 feet; thence South 47°45'30" East a distance of 109.90 feet; thence South a distance of 111.04 feet to the point of beginning.

**Sitz Parking by North Condos (parcel 076-015-35-000):**

Lot Three "B" (3B), Block One (1), UNIT NO. 1, NORTH ADDITION TO ALYESKA SUBDIVISION, according to the official Plat thereof, filed under Plat No. 69-21 in the records of the Anchorage Recording District, Third Judicial District, State of Alaska.

**Odd Lot near ski resort upper parking lot (parcel 076-022-23-000)**

Lot Ten (10), Block Twenty-one (21), THIRD ADDITION TO ALYESKA SUBDIVISION, according to the official plat thereof, filed under Plat No. 66-167 in the records of the Anchorage Recording District, Third Judicial District, State of Alaska.

**Triangular Lot below ski resort near upper parking lot (parcel 076-022-21-000)**

Lot Fourteen (14), Block Twenty-Two (22), THIRD ADDITION TO ALYESKA SUBDIVISION, according to the official plat thereof, filed under Plat No. 66-167 in the records of the Anchorage Recording District, Third Judicial District, State of Alaska.

**Alyeska East 302 Residential Unit**

**(parcel 076-016-37-046)**

Austrian Apartment No. S-1, ALYESKA EAST CONDOMINIUMS, as identified in the Amended Declaration recorded March 23, 1970 in Misc. Book 185 at page 425, and amendments thereto and as shown on floor plans and as-built survey filed under Plat No. 70-68, in the office of the Recorder for the Anchorage Recording District, Third Judicial District, State of Alaska.

**Alyeska East 102 Residential Unit  
(parcel 076-016-37-014)**

Bavarian Apartment No. S-2L, ALYESKA EAST CONDOMINIUMS, as identified in the Amended Declaration recorded March 23, 1970 in Misc. Book 185 at page 425, and amendments thereto and as shown on floor plans and as-built survey filed under Plat No. 70-68, in the office of the Recorder for the Anchorage Recording District, Third Judicial District, State of Alaska.

**Alyeska East – C2 & C-3 Commercial Unit  
(parcels 0076-016-37-002 & 076-016-37-003)**

Commercial Space No. C-2 and Commercial Space No. C-3, ALYESKA EAST CONDOMINIUMS, as identified in the Amended Declaration recorded March 23, 1970 in Misc. Book 85 at page 425, and amendments thereto and as shown on floor plans and as-built survey filed under Plat No. 70-68, in the office of the Recorder for the Anchorage Recording District, Third Judicial District, State of Alaska.

**Alyeska North 509  
(parcel 076-015-99-015)**

Bavarian Apartment No. 509, ALYESKA NORTH CONDOMINIMS, as identified in the Declaration recorded February 6, 1973 in Misc. Book 214 at page 123, and amendments thereto and as shown on floor plans and as-built survey filed under Plat No. 73-37, in the office of the Recorder for the Anchorage Recording District, Third Judicial District, State of Alaska.

**Ski View 101  
(parcel 075-071-27-001)**

Unit 101, Ski View Condominium, as identified in the Declaration recorded March 23, 1977 in Book 177 at Page 88, and amendments thereto and as shown on floor plans and as-built survey filed under Plat No. 77-40, in the office of the Recorder for the Anchorage Recording District, Third Judicial District, State of Alaska.

**Leasehold Interests:**

**1. DNR Lease  
(parcel 076-091-01-001)**

Lease dated October 1993, ADL 226089, by and between the STATE OF ALASKA and SEIBU ALASKA, INC., and subsequent amendments thereto and assignments thereof. Said lease covers land/facilities located within the following described property:

T. 10N., R. 2E., S.M., Secs. 9, 10, 14, 15, 16, 21, and 22

The following metes and bounds description of the lease area was prepared to provide an approximate location of the Alyeska Resort leasehold. State law does not require former USFS permittees to survey their boundaries. This description was developed by Division of Mining, Land and Water survey staff. The western boundary of the lease area follows the former survey line of Chugach National Forest, USS 3603.

Commencing for reference at monument 2M + 46.44 of U.S. Survey No. 3603, thence South 1453.74 feet to the true point of beginning, which is located on the east line of U.S. Survey No. 3603, thence N 89°50'25" E 793.93 feet; thence N 88°48'45" E 869.65 feet; thence N

86°12'20" E 786.50 feet; thence N 66°59'18" E 922.53 feet; thence N 30°57'18" E 1339.98 feet; thence N 54°44'20" E 653.17 feet; thence N 39°58'00" E 1767.66 feet; thence N 52°04'03" E 155.50 feet; thence N 30°20'00" E 352.50 feet; thence N 8°56'06" E 323.27 feet; thence N 17°39'36" E 319.38 feet; thence N 64°30'40" E 355.50 feet; thence N 72°09'03" E 611.10 feet; thence N 52°20'30" E 185.50 feet; thence N 15°26'33" E 423.03 feet; thence N 6°00'56" E 573.17 feet; thence N 21°20'21" W 264.07 feet; thence N 42°45'58" W 401.70 feet; thence N 67°38'17" W 166.13 feet; thence N 71°54'31" W 513.12 feet; thence N 87°30'20" W 721.18 feet; thence S 86°48'02" W 689.80 feet; thence N 24°54'52" W 1514.08 feet; thence N 39°38'51" W 806.02 feet; thence N 22°45'30" W 526.50 feet; thence N 41°05'06" W 530.25 feet; thence N 52°38'30" W 590.30 feet; thence N 65°01'22" W 741.64 feet; thence N 75°16'34" W 686.16 feet; thence N 82°30'43" 503.69 feet; thence N 88°02'12" W 897.54 feet to the east line of U.S. Survey 3603; thence South 10,346.23 feet to the point of beginning.

## **2. MOA Lease**

### **(parcel 075-041-34-000)**

That certain lease dated December 21, 1987, by and between the MUNICIPALITY OF ANCHORAGE and SEIBU ALASKA, INC. and subsequent amendments thereto and assignments thereof (the "Lease"). Said lease covers land/facilities located within the Municipality of Anchorage described as follows:

Approximately Thirty-One (31) acres, more or less, lying within Section 9, Township 10 North, Range 2 East, Seward Meridian, Third Judicial District, Anchorage Recording District, State of Alaska, more specifically described as Tract E, Alyeska Subdivision, Prince Addition, According to Plat No. 87-131 filed in the Anchorage Recording District, Third Judicial District, State of Alaska

## **3. Airport Lease**

### **(parcel 075-011-06-001)**

That certain lease which covers land/facilities located on the Girdwood Airport, hereinafter referred to as the "Airport", in Township 10N, Range 2E, Seward Meridian, in the Anchorage Recording District, Third Judicial District, State of Alaska" Lot 2, Block 200 consisting of 1,600 square feet, a right of way for a water pickup line and water line, consisting of 20,577 square feet of land, for a total of 22, 177 square feet, as shown on Exhibit "A", sheet I of 1, dated 8/29/94, attached to Exhibit "A" attached thereto.



## EXHIBIT B

### Definitions

***“Accounting Period”*** means a calendar month, including any partial calendar month at the commencement or termination of the Lease Term.

***“Award”*** means all compensation, sums or anything of value awarded, paid or received on a total or partial Condemnation.

***“Capital Expenditures”*** means non-routine maintenance, repairs, replacements and alterations normally capitalized under generally accepted accounting principles, including, but not limited to, exterior and interior repainting, structural alterations or improvements, resurfacing building walls, floors, roofs and parking areas and replacing mechanical, electrical, heating, ventilating, air conditioning, plumbing or vertical transportation systems, replacements or additions to FF&E, expenditures for leasing commissions and tenant improvements.

***“Capital Plan”*** means the plan prepared by Tenant described in Section 4.2(d), and required to be submitted by Tenant to Landlord for approval pursuant to Article 4.

***“Cash Flow Projection”*** means the report itemizing the sources and uses of cash with respect to the Resort, as described in Section 4.2(a), and required to be submitted by Tenant to Landlord for approval pursuant to Article 4.

***“Condemnation”*** means a taking resulting from (i) the exercise of any governmental power, whether by legal proceedings or otherwise, by a condemnor, and (ii) a voluntary sale or transfer by Landlord to any Condemnor, either under threat of condemnation or expropriation or while legal proceedings for condemnation or expropriation are pending.

***“Condemnor”*** means any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

***“Date of Taking”*** means the date the Condemnor has the right to possession of the property being condemned.

***“FF&E”*** means all those fixtures, furniture, furnishings and equipment used in the operation of the Resort during the Lease Term, including, without limitation, furniture, carpeting, draperies, paintings, bedspreads, television sets, office furniture and equipment, cash registers, and accounting, duplicating and communications equipment, telephone systems, back and front of the house computerized systems, guest room furniture, specialized hotel equipment such equipment required for the operation of kitchens, laundries, front desk, dry cleaning facilities, bar and cocktail lounges, restaurants, recreational facilities as they may exist from time to time, and decorative lighting, material handling equipment and cleaning and engineering equipment, tram systems, vehicles, grooming equipment and all other fixtures, equipment, apparatus and personal property needed for such purposes, gaming equipment which Landlord is lawfully permitted to own or lease.

**“Fiscal Year”** means the calendar year, beginning on January 1, and ending on December 31. Any partial Fiscal Year between the Effective Date and the first full Fiscal Year or between the end of the last full Fiscal Year and the Termination shall constitute a separate Fiscal Year. If the Termination occurs on a date other than the last day of a full Fiscal Year, any amounts computed on the basis of a full Fiscal Year shall be prorated based on the relationship the actual number of days in such partial Fiscal Year bears to three hundred sixty-five (365) days.

**“Gross Revenues”** means all revenue and income of any kind derived directly or indirectly from the Resort’s operations, determined on an accrual basis in accordance with GAAP and, to the extent applicable, the Uniform System of Accounts.

**“Impositions”** means collectively, all taxes (including, without limitation, all ad valorem, sales, goods and services and use, consumption, occupancy, single business, gross receipts, transaction, privilege or similar taxes as the same relate to or are imposed upon Tenant or Landlord or Tenant’s business conducted upon the Resort), assessments (including, without limitation, all Capital Impositions, whether or not commenced or completed prior to the date hereof and whether or not to be completed within the Lease Term), water, sewer or other rents and charges, excises, tax inspection, authorization and similar fees and all other governmental charges, in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen, of every character in respect of the Resort or the business conducted thereon by Tenant (including all interest and penalties thereon caused by any failure in payment by Tenant), which at any time prior to, during or with respect to the Lease Term hereof may be assessed or imposed on or with respect to or be a lien upon (a) Landlord’s interest in the Resort, (b) the Resort, or any part thereof or any rent therefrom or any estate, right, title or interest therein or (c) any occupancy, operation, use or possession of, or sales from, or activity conducted on or in connection with the Resort, or the leasing or use of the Resort or any part thereof by Tenant.

**“Marketing Plan”** means the plan prepared by Tenant as part of each Resort Operating Plan setting forth a detailed program for advertising and promotion of the Resort, and required to be submitted by Tenant to Landlord for approval pursuant to Section 3.2.

**“Operating Budget”** means the forecast for the operation of the Resort for the forthcoming Fiscal Year containing revenue projections and a budget of anticipated Operating Expenses, prepared by Tenant as part of each Resort Operating Plan, as described in Section 4.2(c), and required to be submitted by Tenant to Landlord for approval pursuant to Article 4.

**“Operating Expenses”** means, for any period, all costs and expenses incurred during such period in the operation of the Resort determined on an accrual basis in accordance with GAAP and, to the extent applicable, the Uniform System of Accounts.

**“Resort Operating Plan”** means, collectively, the Cash Flow Projection, the Operating Budget, the Capital Plan, the Marketing Plan and any other items required to be submitted by Tenant to Landlord for approval pursuant to Article 4.

**“Termination”** means the expiration or sooner termination of this Lease in accordance with its terms.

***“Uniform System of Accounts”*** means the Uniform System of Accounts for Hotels, as approved and adopted by the American Hotel and Lodging Association (10th revised edition or such other latest edition approved and adopted by the American Hotel and Lodging Association).

**TAPI**  
Training for Advanced Professionals

CERTIFICATE # 177164

Name Heather Ruble

Date 02-23-1981

Signature [Signature]

Expires On 06-09-2023

Small text: NEW YORK CITY NY 212-274-8117

**TAPI**  
Training for Advanced Professionals

CERTIFICATE # 177172

Name Samantha Horsey

Date April 21, 1986

Signature [Signature]

Expires On 12-17-2023

Small text: NEW YORK CITY NY 212-274-8117





## MEMORANDUM

TO: Stephanie Mormilo, P.E., Municipality of Anchorage

CC: Ryan Laurie, Pomeroy Lodging

FROM: Brad Coy, P.E., PTOE, DOWL  
LaQuita Chmielowski, P.E., LEED AP, DOWL  
Jae Ham, EIT, DOWL

DATE: February 28, 2020

SUBJECT: Alyeska Nordic Day Spa Parking Study



This memorandum documents a parking study for Alyeska Resort, which is located at 1000 Arlberg Avenue (Tract A and Tract B, Alyeska Prince Addition) in Girdwood, Alaska. Alyeska is proposing to construct a Nordic day spa that will include an approximately 19,325 square-foot building (16,170 square-foot spa and 3,155 square-foot bistro) and outdoor pools located on Tract A, just to the north of the hotel and lower tram facility.

Alyeska currently has 732 parking spaces in their parking lots adjacent to the hotel that serve their 304 hotel rooms, spa, tram, restaurants, and trail access. With the addition of the Nordic day spa, the existing spa (1,200 square feet) would be converted back to three hotel guest rooms. The purpose of this study is to evaluate existing parking conditions at these lots, including available parking spaces and current utilization to document whether the current site has sufficient parking or if additional parking spaces are needed for the new Nordic day spa. The sections of this memorandum address the parking lot layout, parking counts, yearly activity trends, and summary of findings.

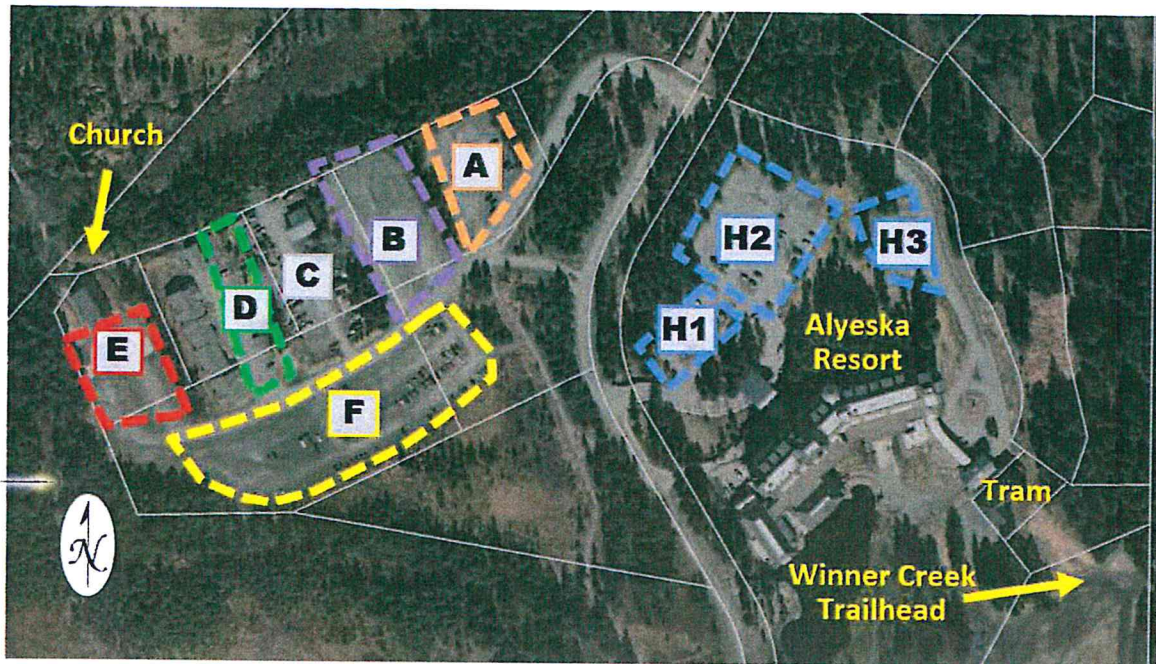
In addition to the parking area adjacent to the hotel, the day skier base area by the Alyeska Resort Daylodge also provides parking spaces. In fact, the Daylodge base area is the primary parking area used by non-hotel skiers because it has significantly greater uphill lift capacity that has been further enhanced by the upgrade to high speed detachable quad-chairs. The physical connection of the ski terrain with the development of Chair 7 allows skiers to easily go between the day skier base area and the hotel base, allowing skiers to access all the ski facilities from the Daylodge and eliminating the need for them to park at the hotel.

Alyeska Resort also increased their parking near the base of Chair 3 by adding a parking lot after the old Nugget Inn was demolished. In addition, the recent extension of Arlberg Road added parking spaces at the end of the road, which provides year-round parking for cross country skiers and trail users. Furthermore, Alyeska helped to establish and continues to support Glacier Valley Transit, which is a fare-free, intra-Girdwood shuttle that assists in reducing the local residents' need to use their personal vehicles to access the day lodge and hotel.



## 1.0 PARKING LOT LAYOUT

Alyeska's existing parking lots adjacent to the hotel and tram are shown in Figure 1 and include seven main areas, with Area H divided into three sections. The parking lot naming convention used for analysis and discussion in this memorandum is consistent with that used by Alyeska staff. Areas A, E, F, H1, and H2 are the primary areas for patron and guest use. Area B is typically used for valet parking (though it is not strictly enforced and operates as an open parking area on festival days), Area C is used for storage, Area D serves the employee housing, and Area H3 is VIP parking.



**Figure 1 : Alyeska Parking Lot Areas Analyzed**

Table 1 lists descriptive information associated with each parking area, including the number of parking spaces. Alyeska's 1992 site plan, which is provided in Attachment A, was originally designed for 953 parking spaces. However, after the development of employee housing in Area D, the addition of Area H3, and Area C changing to a storage area, the parking lots now include 732 parking spaces (see Attachment B). Although these lots currently appear to be the same shapes and sizes as shown in the plans, most of the lots do not have striping. Therefore, when drivers leave wider spaces between vehicles, it results in fewer available parking spaces, which is what was observed during the June 2019 counts (see Section 2.0), particularly for the gravel parking areas (i.e., A, B, D, E, and F).<sup>1</sup> Based on the number of vehicles in each parking area compared with the approximate percentage each parking area was filled, the total usable

<sup>1</sup> Parking areas A, B, D, E, and F are between South Moose Meadow Creeks and received a variance from the requirement to be paved to accommodate more absorption and to better direct storm water to the non-impervious areas in compliance with mitigation associated with the USACE permit to fill some of the wetland to construct the parking areas (see Attachment C).

parking spaces were estimated and are listed in Table 1. The result is an overall estimate of approximately 608 total available parking spaces based on current driver parking behavior, which is 124 spaces (or 17 percent) fewer than the 732 existing parking spaces.

**Table 1: Alyeska Parking Lot Areas**

Parking Area	Parking Lot Use	Parking Spaces in Plans <sup>a</sup>	Available Legal Parking Spaces <sup>b</sup>	Available Parking Spaces <sup>c</sup>		
				Striped	Unstriped (approx.) <sup>d</sup>	Total Usable (approx.)
A	Hotel Alyeska and trail use	73	73	0	58	58
B	Valet parking	118	118	0	114	114
C	Equipment Storage	143	0	0	0	0
D	Employee housing	135	35	0	25	25
E	Church <sup>e</sup>	94	94	0	80	80
F	Hotel Alyeska and trail use	246	246	0	170	170
H1	Primary lot for Hotel Alyeska	113	113	0	109	109
H2	Primary lot for Hotel Alyeska	31	31	0	30	30
H3	VIP parking	0	22	22	0	22
<b>Total</b>		<b>953</b>	<b>732</b>	<b>22</b>	<b>586</b>	<b>608</b>

<sup>a</sup> The parking lots were designed for 953 parking spaces based on the 1992 plan set.

<sup>b</sup> The parking lots now accommodate 732 spaces due to changes to Areas C, D, and H3.

<sup>c</sup> Most of the parking areas are not currently striped, and drivers were observed to park farther apart, leaving room for fewer vehicles. This driver behavior results in fewer available parking spaces, which were estimated based on the July 2019 counts.

<sup>d</sup> The unstriped spaces were estimated based on the counts described in Section 2.0.

<sup>e</sup> The church is shared by two congregations, which meet on Sunday at 10 a.m. and 6 p.m. It can also be rented for weddings and other events.

## 2.0 PARKING COUNTS

Parking counts were performed for all six parking areas on June 28-30, 2019 (Friday, Saturday, and Sunday) during the primary proposed spa hours. These days of the week and times were requested by the Municipality of Anchorage (MOA) Traffic Engineer. The counts were performed by Alyeska staff at one-hour intervals. In addition, nine traffic cameras were set up to capture footage of the parking areas. DOWL staff reviewed the footage to fill in gaps of missing data and verify the in-person counts. Table 2 lists the dates and time periods for the counts, along with The Spa at Alyeska hours. The detailed 1-hour counts are provided in Attachment C.

**Table 2: Parking Count Dates and Time Periods**

Count Date	Day of Week	The Spa at Alyeska Hours	Count Period
June 28, 2019	Friday	9 a.m. to 9 p.m.	9 a.m. to 9 p.m. (every 1 hour)
June 29, 2019	Saturday	9 a.m. to 11 p.m.	10 a.m. to 11 p.m. (every 1 hour <sup>a</sup> )
June 30, 2019	Sunday		

<sup>a</sup> Sunday 1 p.m. was counted using video count due to missing in-person count.

Parking usage throughout each day is displayed in Figure 2 (Friday), Figure 3 (Saturday), and Figure 4 (Sunday). The stacked areas correspond with each parking area: A (orange), B (purple), D (green), E (red), F (yellow), and H (blue). Each graph also shows the number of total observed spaces based on driver behavior (608 spaces) and how many spaces correspond with a 90% occupancy level (547 spaces), which is the standard level associated with full parking lot usage. Should drivers choose to park closer together consistent with the 1992 site plan, the total available parking spaces would increase, as would the 90% threshold value. However, the current driver behavior is the focus of the parking count discussion to allow for a conservative estimate of the number of unused parking spaces that would be available to serve the additional Nordic day spa parking needs assuming no parking lot striping is performed.

The Sunday count experienced the greatest parking lot usage, with the peak hour at 1 p.m. when there were 355 parked vehicles (58% occupancy, with an estimated 253 unused parking spaces). Parking Areas A, D, H1, and H2 were the fullest, with the number of parked vehicles exceeding 90% occupancy of these lots. In fact, Areas D, H1, and H2 stayed at 80-100% occupancy throughout Sunday. Area A reached 80-90% occupancy only from 12:00 p.m. to 2:00 p.m. and otherwise was below 50%. Figure 5 (Area H2), Figure 6 (Area H3), Figure 7 (Area F), Figure 8 (Area B) show screenshots of video footage of the various specified areas during the 1 p.m. peak hour.

Other general trends include: Parking Area F is the largest parking area and varied between 30% to 70% occupancy, which provides significant overflow on the typical day. Parking Area D serves the employee housing and appeared to only be used by the employees. It is generally full at night but open during the middle of the day, except Sunday. Underutilized areas included B, E, and H3 which remained below approximately 10-20% occupancy throughout most of the three days. This is because Area H3 is only available for paying customers (i.e., VIP parking) and Area B is typically used for valet parking (though it is not strictly enforced and operates as an open parking area on festival days). The one time the valet service lot (i.e., Area B) increased to approximately 30% occupancy was during Saturday night. Parking Area E's low usage is expected due to it being used primarily by church groups and also given how it is the farthest away from the primary destinations at the Resort, which include the hotel, tram, and Winner Creek Trail.

Overall, the primary open parking areas in order of preference are H1, H2, A, F, and E. At the peak time (i.e., 1 p.m. on Sunday, these five parking areas had 141 unused parking spaces out of the 447 available parking spaces, as counted based on existing driver trends of leaving more space between vehicles). If the parking spaces shown in the plans were considered, the total number of unused parking spaces in these five main parking areas would increase to 214 spaces.



MEMORANDUM

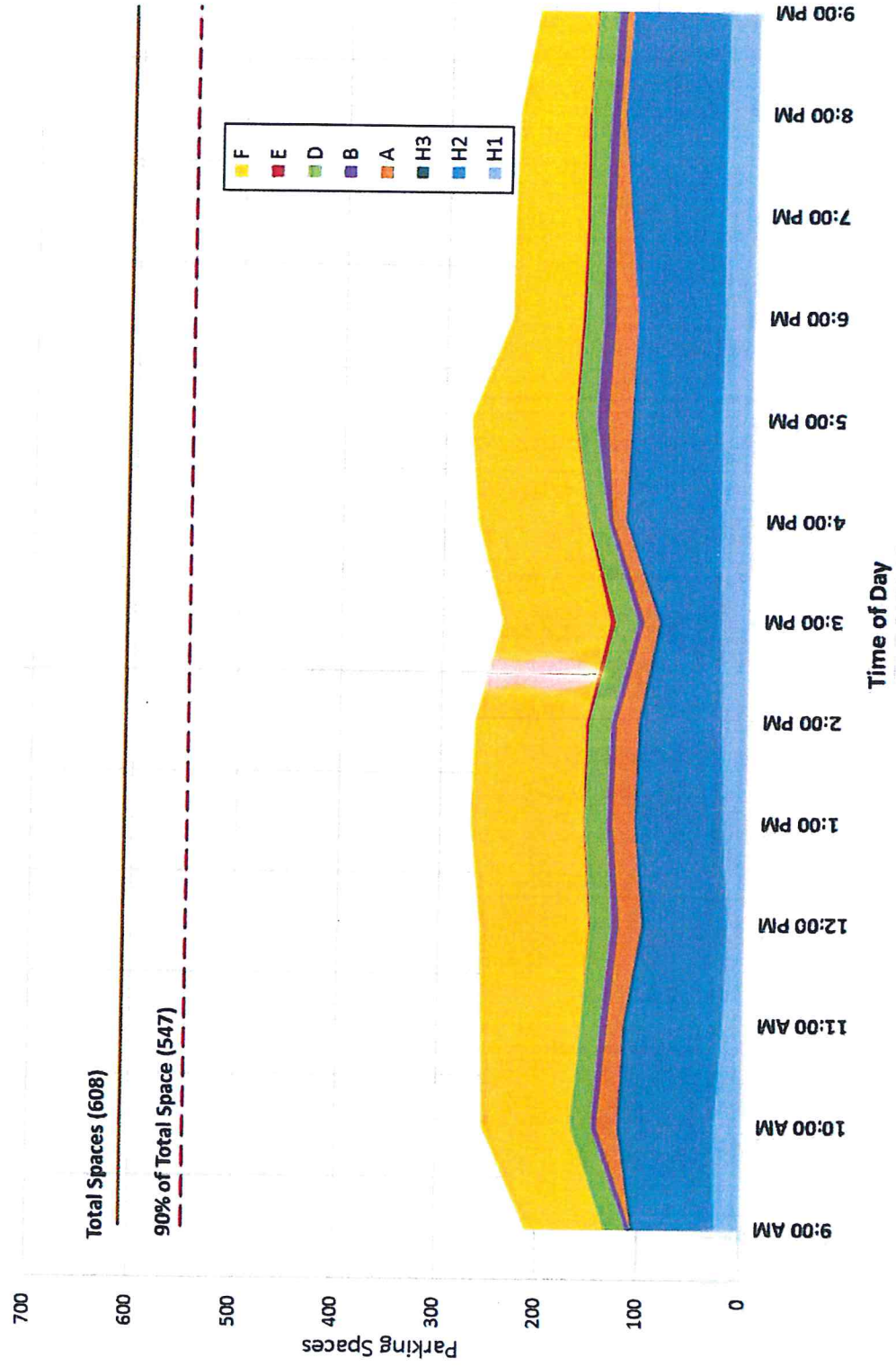


Figure 2: Alyeska Parking Lot Usage (Friday, June 28, 2019)

# MEMORANDUM

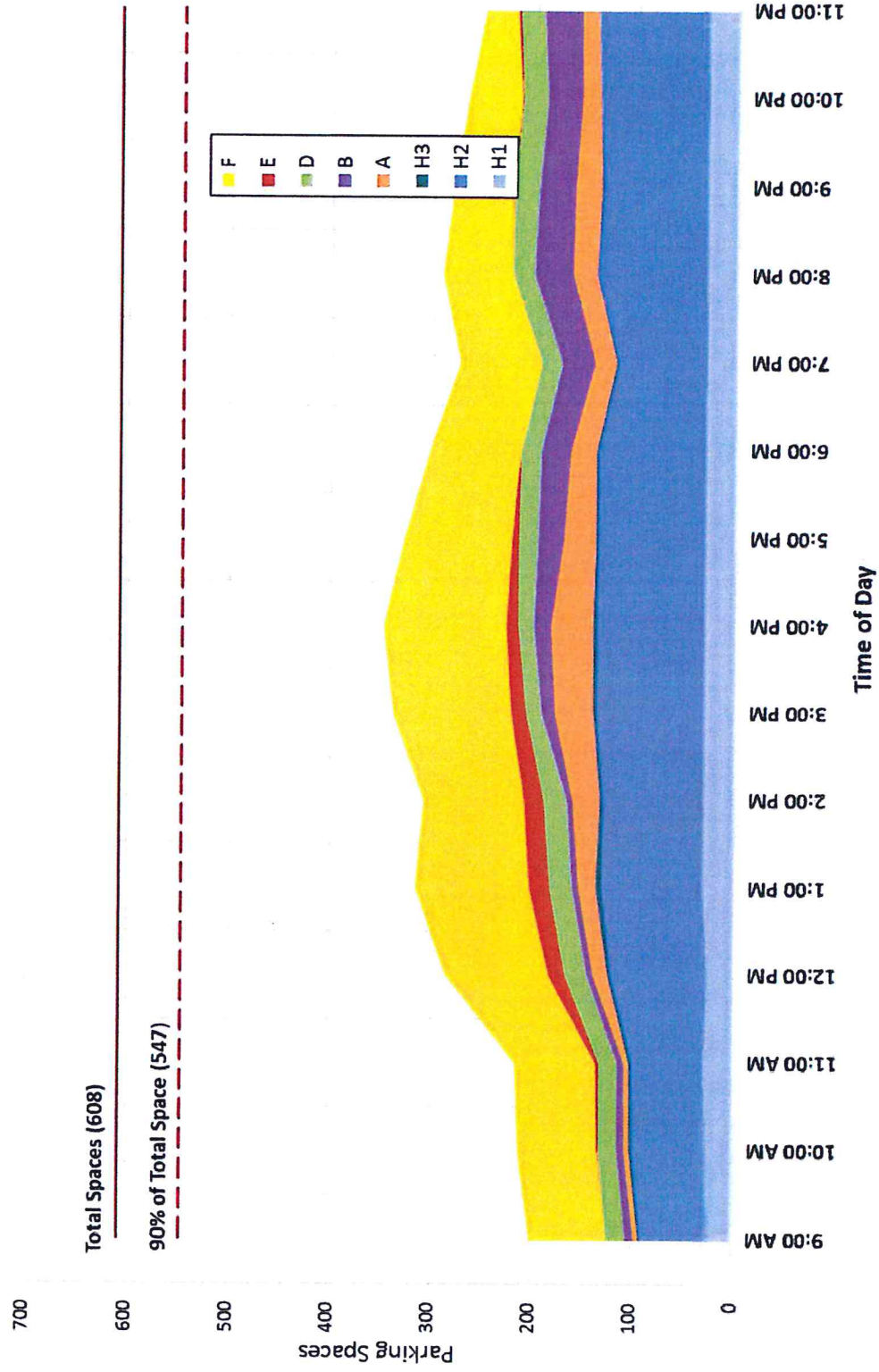


Figure 3: Alyeska Parking Lot Usage (Saturday, June 29, 2019)

# MEMORANDUM

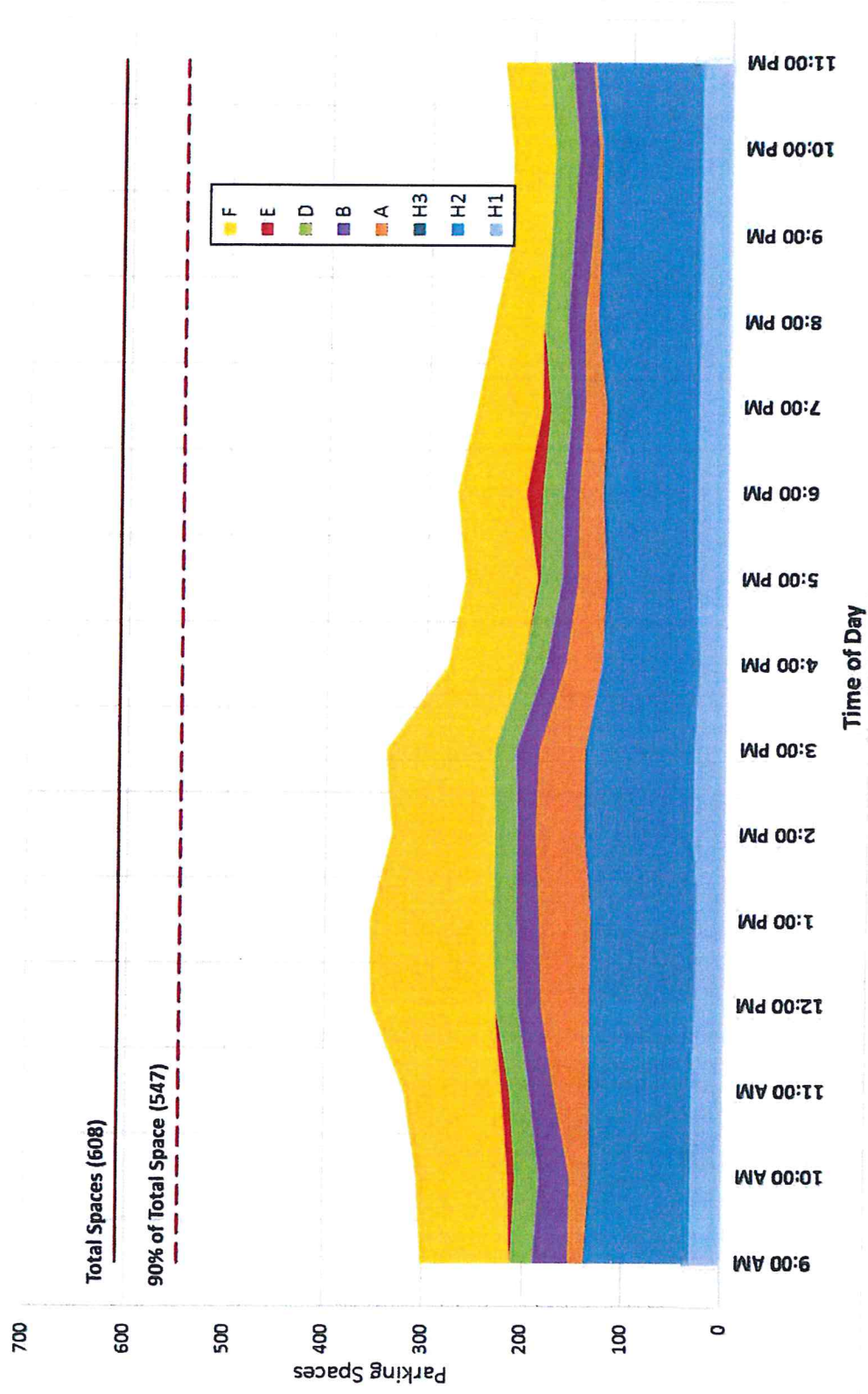


Figure 4: Alyeska Parking Lot Usage (Sunday, June 30, 2019)





**Figure 5: Parking Area H2 Back**



**Figure 6: Parking Area H3**





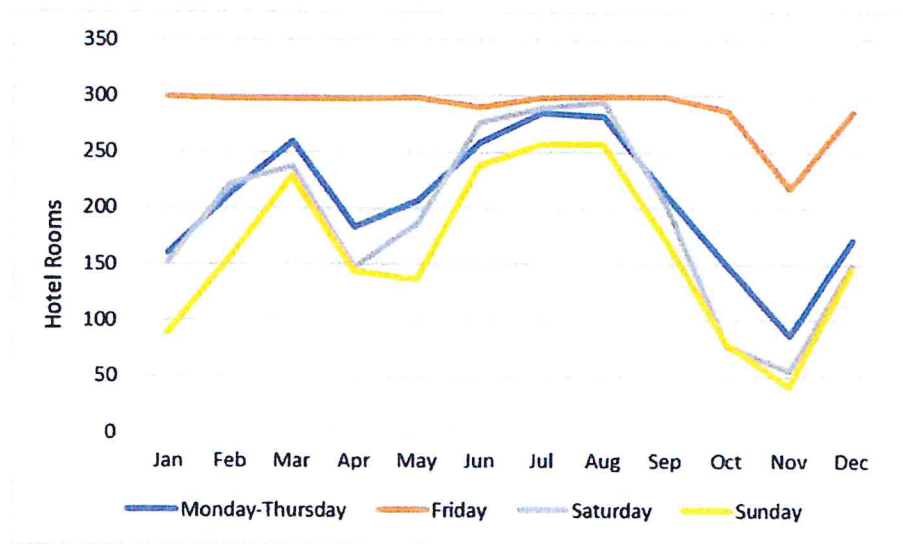
**Figure 7: Parking Area F Back**



**Figure 8: Parking Area B**

### 3.0 YEARLY ACTIVITY TRENDS

To better understand how parking demand may vary throughout the year, monthly activity at The Hotel Alyeska was evaluated. Figure 9 shows the hotel rooms reserved by day of the week from January 1<sup>st</sup>, 2018 to December 31<sup>st</sup>, 2018. Fridays throughout 2018 (except for November) experienced the most hotel room use, and the greatest use on other days occurred in June, July, and August. On the dates of the counts, the hotel had 283 rooms (Friday, June 28, 2019), 295 rooms (Saturday, June 29, 2019), and 276 rooms (Sunday, June 30, 2019) reserved. These reservation numbers are in the same range as the 2018 data trends, which suggest that they correspond with peak activity levels at the hotel.



**Figure 9: Alyeska Resort Rooms Reserved (2018)**

While the hotel room reservation data is helpful, it is not perfectly correlated with parking use because other visitors use the tram, trails, spa, church, and restaurants. The summer also sees increased recreational vehicle users and bus tour groups, which have different parking needs. However, data is not available for these users.

The following information is available for other nearby uses:

- The existing spa serves approximately 20 guests per day on a regular day with activity peaking around 40 guests per day on a summer day or on a winter weekend. Pomeroy Lodging has indicated that spa room users are generally split 50/50 between hotel patrons and non-hotel guests. This means that parking for half of the spa patrons is already accounted for in conjunction with the hotel rooms. Since the busiest winter weekends are comparable to the busiest summer days, summer and winter peaks are expected to be similar.
- The aerial tram serves up to 1,500 guests on a busy summer day, and the majority of patrons show up on tour buses. During a peak ski day, 2,000 guests are served on the tram; however, most of these are skiers who take multiple trips and can access the tram



from the ski trails, which are accessible from the Alyeska Resort Daylodge (i.e., the main ski lodge approximately one mile away). Because the Daylodge has significantly more uphill ski lift capacity, serves all ski runs on the mountain, and is the more convenient location, it is the primary location where day skiers park during the winter ski season. These aerial tram usage patterns are likely to favor higher summer parking usage at the hotel for the aerial tram.

- Winner Creek Trail usage is also likely to correlate with higher summer recreation use.

#### 4.0 CODE REQUIRED PARKING

Along with the parking count data that was collected, the Municipal code required parking was also evaluated. Table 3 provides a summary of the current uses, proposed uses, and required parking under both conditions. As shown, the addition of the Nordic day spa (i.e., proposed uses) will increase the required parking to 675 spaces, which is 57 spaces less than the 732 existing parking spaces.

**Table 3: Current Uses, Proposed Uses, and Required Parking**

Use Category	Minimum Spaces Required per Unit	Current Uses		Proposed Uses	
		Units	Required Spaces	Units	Required Spaces
Hotel	0.9 parking spaces per room plus 1 per 4 persons in meeting rooms based on max occupancy provisions of AMC Title 23	304 rooms, 670 persons in meeting rooms	273.6 167.5 <b>441.1</b>	307 rooms 670 persons in meeting rooms	276.3 167.5 <b>443.8</b>
General personal services (Spa)	1 per 400 gsf	1,200 gsf	<b>3.0</b>	16,170 gsf	<b>40.4</b>
Restaurant	1 per 100 gsf and outdoor seating	Seven Glaciers: 3,283 SF	32.8	Seven Glaciers: 3,283 SF	32.8
		Bore Tide: 4,800 SF	48.0	Bore Tide: 4,800 SF	48.0
			<b>80.8</b>	Nordic Day Spa Bistro: 3,155	31.6 <b>112.4</b>
Employee Housing	1.5 per 2-bedroom unit plus 0.25 overflow 2.5 per 4-bedroom unit plus 0.20 overflow 0.1 guest parking spaces for each multifamily dwelling unit	17 units (2-bedroom) 7 units (4-bedroom)	25.5 4.3 17.5 1.4 2.4 <b>51.1</b>	17 units (2-bedroom) 7 units (4-bedroom)	25.5 4.3 17.5 1.4 2.4 <b>51.1</b>
Chapel	1 per 5 persons in principal assembly area based on maximum occupancy provisions of AMC Title 23	138 maximum occupancy	<b>27<sup>a</sup></b>	138 maximum occupancy	<b>27.6</b>
<b>TOTAL</b>			<b>603</b>		<b>675</b>

<sup>a</sup> Based on Minor Amendment to the Alyeska Resort Master Plan for the Chapel, Case Number 2003-052

## 5.0 SUMMARY OF FINDINGS

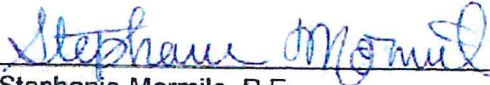
Alyeska Resort is proposing the addition of an approximately 16,170 square-foot Nordic day spa and 3,155 square-foot bistro within the spa and the conversion of the existing spa (1,200 square feet) back to three guest rooms. The Nordic day spa will be located just to the north of the hotel and lower tram facility. The nearby parking that will also serve the day spa is distributed among six main parking areas located on Tract A and Tract B, Alyeska Prince Additional Subdivision. These parking areas include 732 parking spaces that serve the 304 hotel rooms, spa, aerial tram, restaurants, employee housing, church, and trail access.

To determine how much parking is available for the proposed new uses, parking counts were performed on June 28-30, 2019 (Friday, Saturday, and Sunday), which yearly activity trends suggest is near peak seasonal usage. The counts showed an estimated 608 available parking spaces (124 spaces fewer than the same lots on the site plan) due to the absence of striping and drivers leaving wider spaces between vehicles, particularly in the gravel parking lots. Peak usage occurred at 1 p.m. on Sunday, when there were 355 parked vehicles (58% occupancy of the 608 available spaces, with 253 unused parking spaces). This means Alyeska can serve an additional 192 vehicles before reaching a 90% utilization (based on the 608 available spaces). However, Area H3 is only available for paying customers, Area B is intended for valet parking, and Area D is reserved for employee housing. Therefore, the remaining parking areas had 141 unused parking spaces, which is still more than sufficient to meet the additional 72 spaces required by Municipal code for the proposed changes associated with the Nordic day spa, many of whose customers will be hotel patrons.

When considering Municipal code requirements for this area near the hotel, Alyeska currently has 732 parking spaces, which meets the current and proposed code-required parking for the site (i.e., the addition of the Nordic day spa and its attached bistro would increase the spaces required by Municipal code to 675 parking spaces, which is 57 fewer than the 732 spaces provided).

---

The signature below indicates concurrence with the analysis and findings of this memorandum.

  
Stephanie Mormilo, P.E.  
Municipal Traffic Engineer  
MOA Traffic Department



3/18/2020  
Date

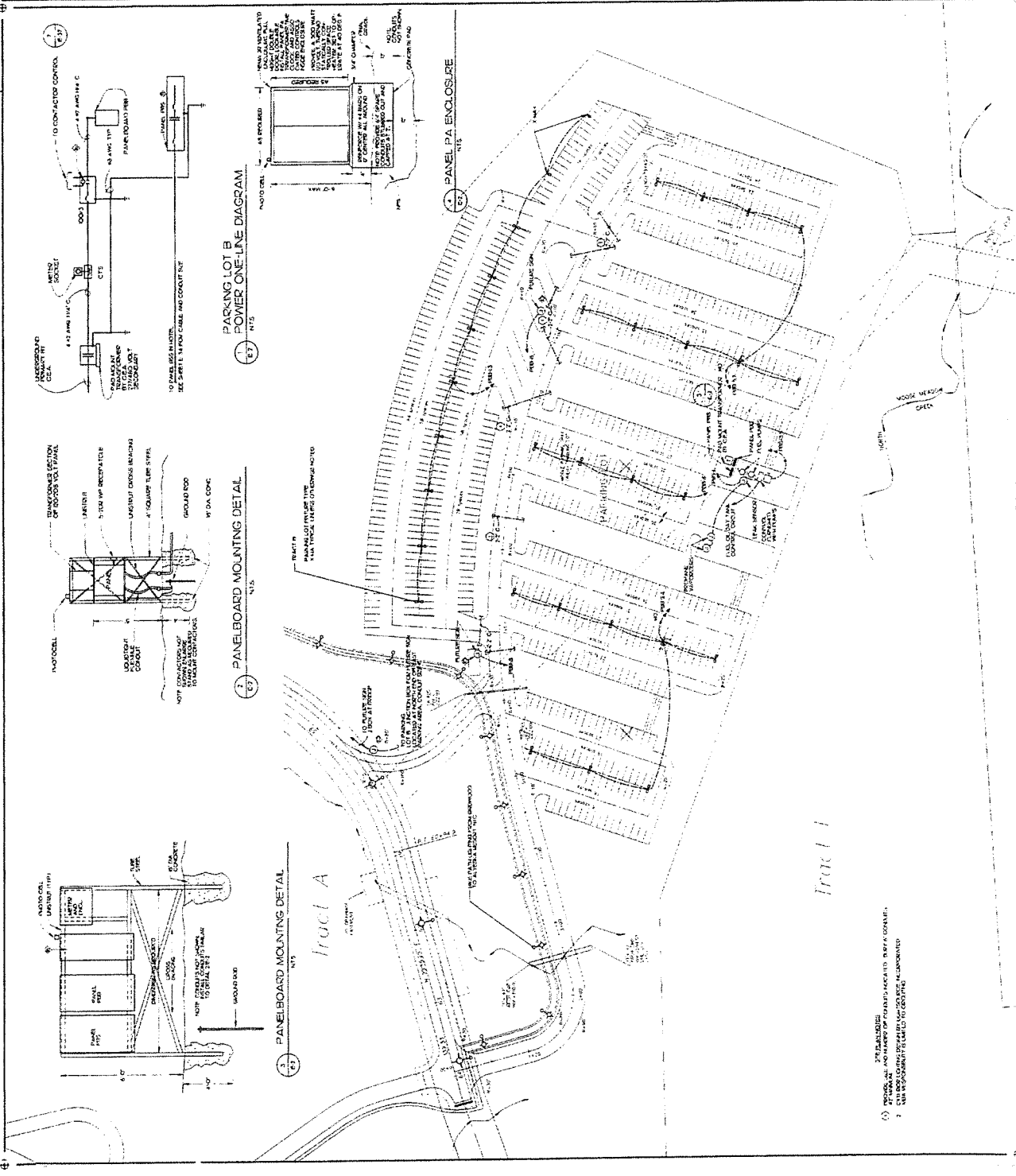
## **ATTACHMENT A – 1992 SITE PLAN**

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Sasaki Associates, Inc. 1000 West 10th Avenue, Suite 100 Anchorage, Alaska 99501 Phone: (907) 261-1234 Fax: (907) 261-1235	MEA CONSULTING ENGINEERS, INC. 1000 West 10th Avenue, Suite 100 Anchorage, Alaska 99501 Phone: (907) 261-1234 Fax: (907) 261-1235		SEIBU ALASKA, INC. 1000 West 10th Avenue, Suite 100 Anchorage, Alaska 99501 Phone: (907) 261-1234 Fax: (907) 261-1235	ALYESKA PRINCE HOTEL GORRISON, ALASKA	PROJECT NO. 1 DATE: 10/1/01 DRAWING NO. 1 SCALE: 1" = 10'		SITE PLAN TRACT B	E-2
--	---	---	---	--	--	---	----------------------	-----



1. PROVIDE AND MAINTAIN ALL NECESSARY EROSION CONTROL MEASURES.  
2. MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES.  
3. MAINTAIN ALL EXISTING AND NEW EROSION CONTROL MEASURES.

## **ATTACHMENT B – EXISTING PARKING AREAS**

[illegible]

- ① PROTEIN AND CARBOHYDRATE DEFICIENCY
- ② PROTEIN AND CARBOHYDRATE DEFICIENCY
- ③ PROTEIN AND CARBOHYDRATE DEFICIENCY
- ④ PROTEIN AND CARBOHYDRATE DEFICIENCY
- ⑤ PROTEIN AND CARBOHYDRATE DEFICIENCY
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- ⑧ PROTEIN AND CARBOHYDRATE DEFICIENCY
- ⑨ PROTEIN AND CARBOHYDRATE DEFICIENCY
- ⑩ PROTEIN AND CARBOHYDRATE DEFICIENCY

**Sasaki Associates, Inc.**  
Planning / Consulting / Construction Management  
100 State Street / 15th Floor / Boston, MA 02109  
Tel: 617/552-3000 / Fax: 617/552-3001  
www.sasaki.com



SEIBU ALASKA INC.  
P.O. BOX 100, UPERVIL, AK 99577

ALYESKA  
PRINCE  
HOTEL  
GRIFFIN, ALASKA

Ref	Customer	Part Number	Price
1	ACQUADOM 12	82276	82276
2	ACQUADOM 12	82276	82276
3	ACQUADOM 12	82276	82276
4	ACQUADOM 12	82276	82276
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80	ACQUADOM 12	82276	82276
81	ACQUADOM 12	82276	82276

[illegible]

**Existing Parking Areas**

**Legend:**

- A: Unstriped (Orange dashed border)
- B: Unstriped (Purple dashed border)
- C: Used as Storage Area (Blue hatched area)
- D: Unstriped (Green dashed border)
- E: Unstriped (Red dashed border)
- F: Unstriped (Yellow dashed border)

**Other Features:**

- Employee Housing (Blue hatched area)
- Panelboard Mounting Detail (1, 2, 3, 4)
- Parking Lot B Power One-Line Diagram
- Panel A Enclosure
- Panel B Enclosure
- Panel C Enclosure
- Panel D Enclosure
- Panel E Enclosure
- Panel F Enclosure
- Panel G Enclosure
- Panel H Enclosure
- Panel I Enclosure
- Panel J Enclosure
- Panel K Enclosure
- Panel L Enclosure
- Panel M Enclosure
- Panel N Enclosure
- Panel O Enclosure
- Panel P Enclosure
- Panel Q Enclosure
- Panel R Enclosure
- Panel S Enclosure
- Panel T Enclosure
- Panel U Enclosure
- Panel V Enclosure
- Panel W Enclosure
- Panel X Enclosure
- Panel Y Enclosure
- Panel Z Enclosure

**Notes:**

- ALL DIMENSIONS ARE IN FEET AND INCHES.
- THESE DIMENSIONS ARE BASED ON THE LATEST AVAILABLE DATA.
- THESE DIMENSIONS ARE BASED ON THE LATEST AVAILABLE DATA.
- THESE DIMENSIONS ARE BASED ON THE LATEST AVAILABLE DATA.

[illegible]

## ATTACHMENT C – PARKING VARIANCE



MUNICIPALITY OF ANCHORAGE  
ZONING BOARD OF EXAMINERS & APPEALS RESOLUTION NO. 87-040

A RESOLUTION APPROVING A VARIANCE FROM AMC 21.45.080.T.8  
REQUESTING TO CONSTRUCT A PARKING LOT WITH A PERVIOUS GRAVEL  
SURFACE INSTEAD OF THE REQUIRED PAVING ON PROPOSED TRACT B,  
ALYESKA SUBDIVISION, PRINCE ADDITION.

---

WHEREAS, a petition has been received from Seibu Alaska, Inc. requesting to construct a parking lot with a pervious gravel surface instead of the required paving, generally located west of the Girdwood Airport, and

WHEREAS, notices were published, posted and mailed and a public hearing was held.

NOW THEREFORE BE IT RESOLVED, by the Municipal Zoning Board of Examiners and Appeals that:


1. The Board makes the following findings of fact:
  - a. The Board finds that this is a unique area with regard to location and function and the environment would be best protected by allowing gravel rather than a paved parking lot.
  - b. The Board finds Girdwood has twice the annual rainfall of Anchorage, which is a natural mitigation technique. The conditions being imposed through the Planning Commission's conditions address future controls.
  - c. The Board finds the special conditions are a result of the unique site and the wetlands considerations.
  - d. The Board finds the variance is in conformance with the R-11 zone and the recently adopted Turnagain Arm Comprehensive Plan.
  - e. The Board finds granting this variance only addresses the paving of the parking lot and is not a use variance as the parking lot was approved in the Master Plan.
  - f. The Board finds this is a minimal variance to allow this to remain as conservation wetlands. Paving would also require excavation of this area, which is undesirable.

ZONING BOARD OF EXAMINERS & APPEALS  
RESOLUTION NO. 87-040  
Page 2

2. The Board grants the requested Variance subject to the following condition of approval:
  - a. Appropriate dust mitigation methods to be approved by the Department of Health and Human Services, Air Quality Division.

PASSED AND APPROVED by the Municipal Zoning Board of Examiners and Appeals this 27th day of August 1987.

  
Bill Luria  
Secretary

  
James Arlington  
Chairman

JS

(87-079)  
(075-011-03)

## ATTACHMENT D – PARKING COUNTS

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Friday, June 28, 2019 9:00A.M.-9:00P.M.											
Timestamp	H1	H2	Notes	H3	A	Notes	B	D	E	F	Notes
9:00 AM	25	78		3	0	1 Bus	5	22	0	76	2 Bus
10:00 AM	27	91		3	20	2 Bus	5	22	0	85	
11:00 AM	20	93		4	15		7	20	0	96	
12:00 PM	17	79		4	22		7	22	1	106	
1:00 PM	22	84		3	21		6	22	1	110	
2:00 PM	25	78		3	22		5	22	2	109	2 Bus
3:00 PM	28	56		3	15	2 RVs	6	22	5	105	2 Trailers
4:00 PM	29	91		2	13	1 RV	4	19	1	107	2 Trailers/ 3 RVs
5:00 PM	30	85		3	23		12	19	1	101	2 Trailer/ 2 RVs
6:00 PM	29	83		1	22	1 RV	11	19	2	68	3 B/ 2 Trailers/ 3 RVs
7:00 PM	30	90		1	16	1 Bus	9	16	2	70	4 Buses/ 2 Trailers
8:00 PM	30	98		1	6		8	20	1	67	4 Buses/ 2 Trailers
9:00 PM	29	93		1	6		8	20	1	55	4 Buses/ 2 Trailers

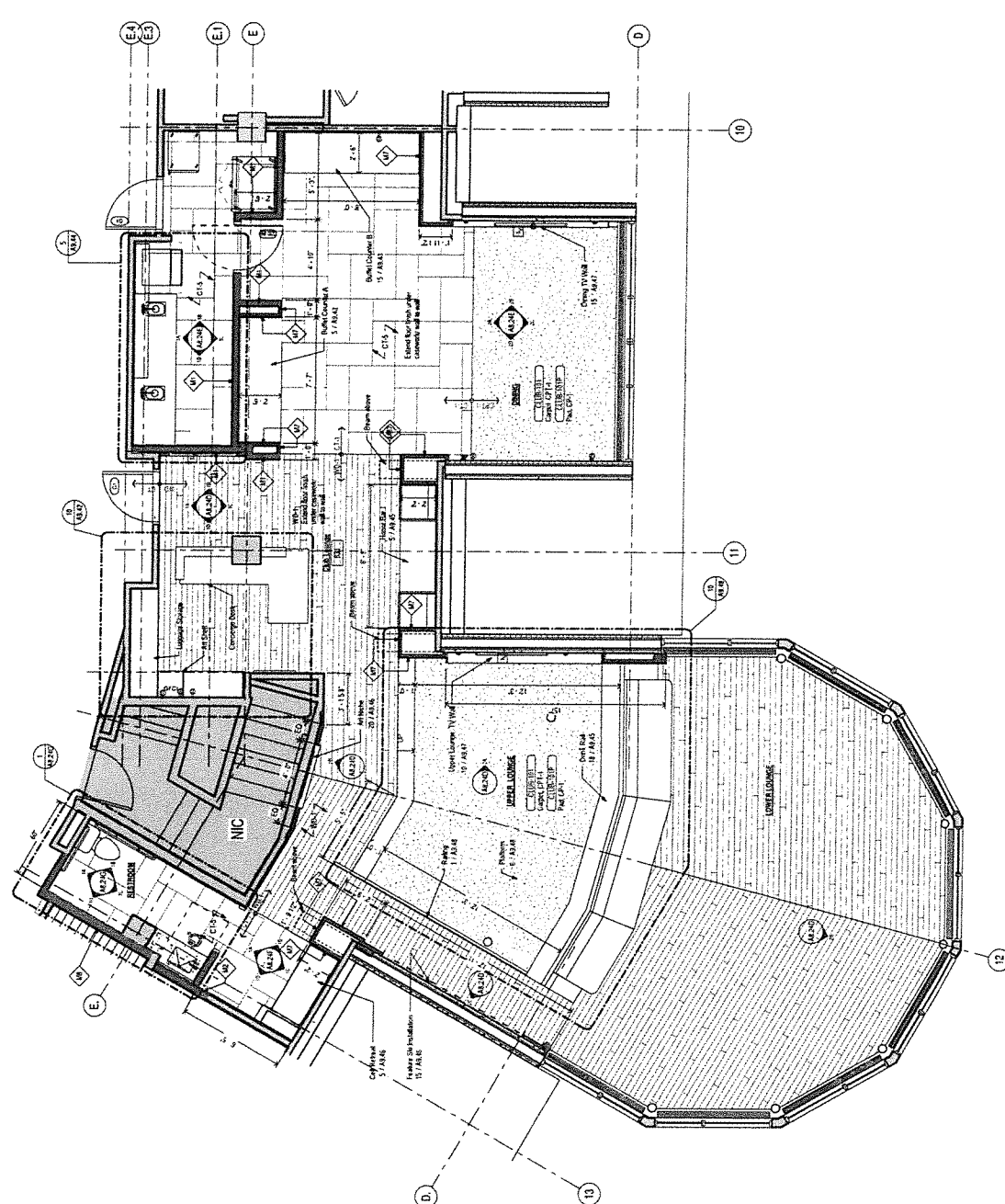
Saturday, June 29, 2019 9:00A.M.-11:00P.M.											
Timestamp	H1	H2	Notes	H3	A	Notes	B	D	E	F	Notes
9:00 AM	23	67		3	4	1 Bus	8	20	0	75	3 Buses
10:00 AM	27	72		3	5	1 Bus	7	19	1	77	1 Bus
11:00 AM	28	72		3	5	1 Bus	6	19	2	80	1 Bus
12:00 PM	26	95		4	14	1 Bus	6	22	16	101	4 Buses
1:00 PM	30	101		6	17		6	23	19	113	4 Buses
2:00 PM	30	100		4	26		6	23	19	99	3 Buses
3:00 PM	30	107	Full	4	37	1 Bus	14	15	14	116	1 Bus
4:00 PM	30	107	Full	5	41	1 Bus	17	15	11	121	1 Bus
5:00 PM	30	106		3	31	1 Bus	26	19	6	106	1 Bus
6:00 PM	30	106		3	25	1 Bus/1 RV	29	20	0	89	3 Buses
7:00 PM	29	88		2	22	1 Bus	32	20	0	80	2 Buses
8:00 PM	29	109	Full Handicap	2	23	2 RVs	38	22	0	68	2 Buses
9:00 PM	30	103		2	26		36	24	1	58	2 Buses
10:00 PM	29	107		1	18	1 Bus/1 RV	34	24	1	53	2 Buses
11:00 PM	30	109	Full Handicap	1	16	1 Bus	37	24	1	32	2 Buses



Sunday, June 30, 2019 9:00A.M.-11:00P.M.											
Timestamp	H1	H2	Notes	H3	A	Notes	B	D	E	F	Notes
9:00 AM	31	105		2	15		36	23	0	89	
10:00 AM	31	99		3	19		31	25	6	92	
11:00 AM	31	101		2	35		24	21	7	98	
12:00 PM	29	104		2	48		23	23	0	124	
1:00 PM	27	109		2	64		21	26	0	147 1 RV	
2:00 PM	31	108		2	49		18	23	0	102	
3:00 PM	31	108		2	46		23	23	0	107	
4:00 PM	27	97		1	36		20	23	0	74	
5:00 PM	30	89		2	29		16	22	2	72	
6:00 PM	30	93		3	24		15	21	16	69	
7:00 PM	30	90		3	21		14	21	7	67	
8:00 PM	30	101		2	13		17	24	0	49	
9:00 PM	30	98		2	9		19	23	0	37	
10:00 PM	30	99		1	4		19	25	0	41	
11:00 PM	30	108		1	2		20	24	0	43	

Peak Hour (All Three Days)





1. Club Lounge Floor Plan  
 A8.24A

NOT FOR  
 CONSTRUCTION

Scale	Date
1/8" = 1'-0"	11/14/2011
1/4" = 1'-0"	
1/2" = 1'-0"	
3/4" = 1'-0"	
1" = 1'-0"	
1 1/4" = 1'-0"	
1 1/2" = 1'-0"	
1 3/4" = 1'-0"	
2" = 1'-0"	
2 1/4" = 1'-0"	
2 1/2" = 1'-0"	
2 3/4" = 1'-0"	
3" = 1'-0"	
3 1/4" = 1'-0"	
3 1/2" = 1'-0"	
3 3/4" = 1'-0"	
4" = 1'-0"	
4 1/4" = 1'-0"	
4 1/2" = 1'-0"	
4 3/4" = 1'-0"	
5" = 1'-0"	
5 1/4" = 1'-0"	
5 1/2" = 1'-0"	
5 3/4" = 1'-0"	
6" = 1'-0"	
6 1/4" = 1'-0"	
6 1/2" = 1'-0"	
6 3/4" = 1'-0"	
7" = 1'-0"	
7 1/4" = 1'-0"	
7 1/2" = 1'-0"	
7 3/4" = 1'-0"	
8" = 1'-0"	
8 1/4" = 1'-0"	
8 1/2" = 1'-0"	
8 3/4" = 1'-0"	
9" = 1'-0"	
9 1/4" = 1'-0"	
9 1/2" = 1'-0"	
9 3/4" = 1'-0"	
10" = 1'-0"	

**Alaska  
 Resort**

1000 Alpeng Ave  
 Girdwood, AK 99587

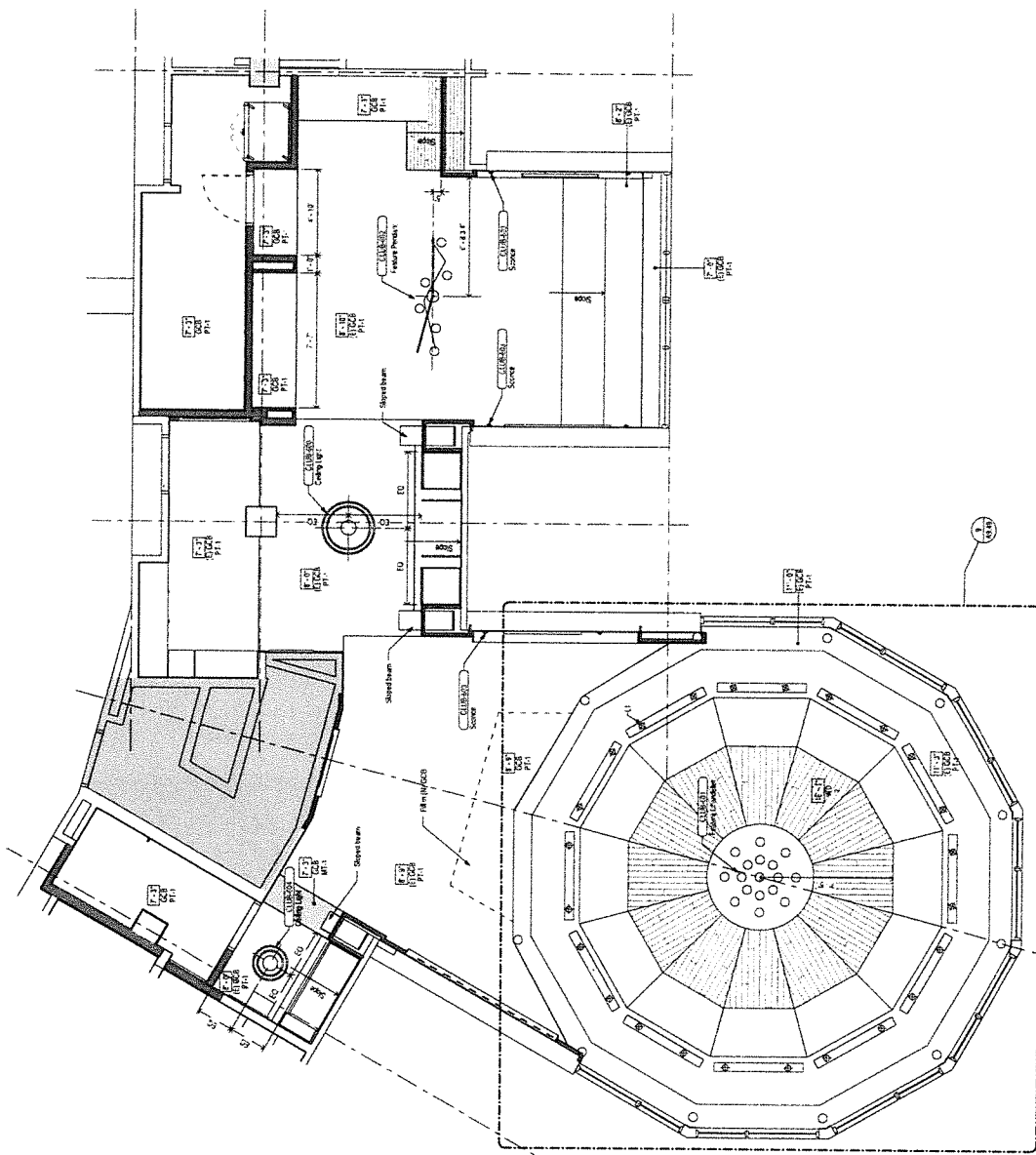
**POWERDY** (L.S. & P.)

PROJECT NO. 1012

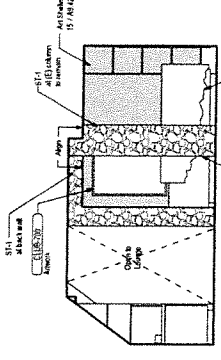
**Club Lounge  
 Reflected Ceiling  
 Plan**

DATE	11/14/2011
SCALE	1/8" = 1'-0"
DRAWN BY	DAD

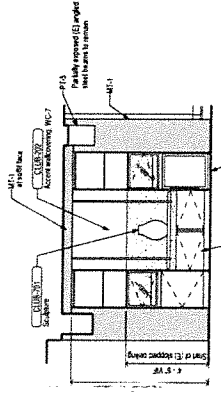
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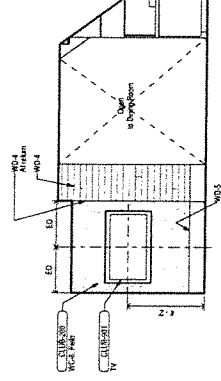
1. Club Lounge RCP



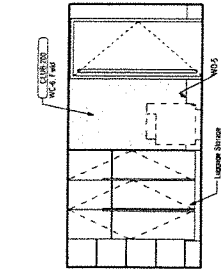
**1D Club Lounge Entry - D**  
 11' x 11'



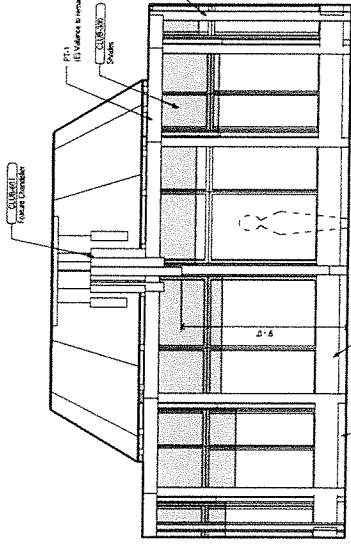
**1C Club Lounge Entry - C**  
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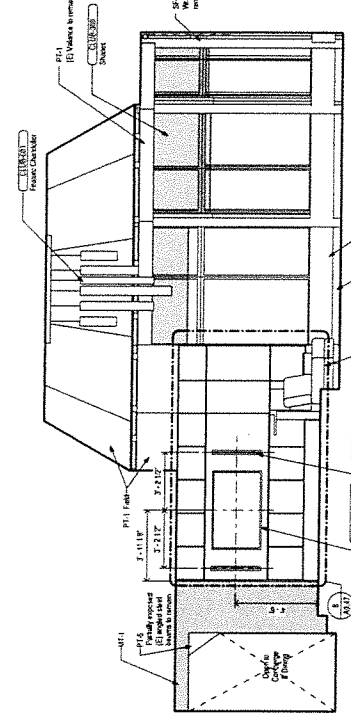
**1B Club Lounge Entry - B**  
 11' x 11'



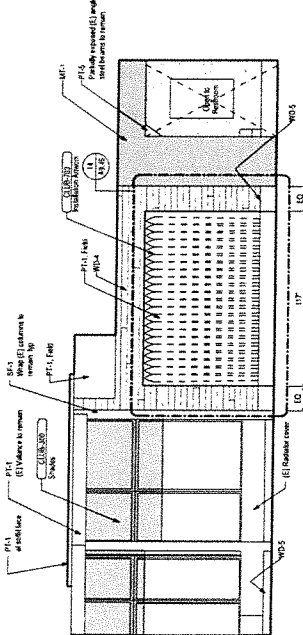
**1A Club Lounge Entry - A**  
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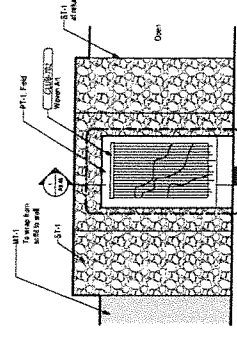
**2B Club Lounge Main Sealing - B**  
 11' x 11'



**2A Club Lounge Main Sealing - A**  
 11' x 11'



**2C Club Lounge Main Sealing - C**  
 11' x 11'



**2D Club Lounge Main Sealing - D**  
 11' x 11'









### Project Narrative: Glacier Lounge

The new Glacier Lounge at Alyeska Resort will be an innovative relaxation spot for guests of the Resort Hotel. The Lounge occupies the space formerly consisting of several guest suites. As such, the new Lounge commands sweeping and pastoral views. Guests will be allowed to mingle and relax in a modern space, attended by Hotel staff serving small plates prepared in the Hotel's kitchen and a curated selection of alcohol to of-age guests. Access to the Lounge will be inclusive but limited to allow a more intimate, relaxing environment.

The new Glacier Lounge is a small, less than 2,000 square foot, relaxation and social area built into the fifth floor of the Hotel. Alyeska Resort does not anticipate any additional infrastructure needs associated with the new Lounge and owing to the fact that the area of the Lounge was formerly occupied by guest rooms. The new Lounge will allow for guests to enjoy one of Anchorage's most treasured lodging facilities in a new and innovative way.



Liquor Special Use Permit for Alcohol Approval Criteria: Glacier Lounge

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

*Compliance with the Girdwood Comprehensive Plan*

The GAP was adopted in 1995 (Assembly Ordinance 94023S-S). This plan addresses three major themes, essential to the character of the region:

- Development of new resort and recreational facilities,
- Continued growth of the Girdwood community, and
- Establishment and preservation of a system of open spaces.

The GAP recognizes the symbiotic relationship between Girdwood and Alyeska. It acknowledges the Alyeska Resort's role in the local economy and how this has provided a somewhat independent economic base for the community. The plan also recognizes the other recreational opportunities in the area and make particular mention of summer season activities. This proposed Lounge provides an opportunity to expand the services that are currently offered by the Alyeska Resort by remodeling one portion of one floor of the Hotel.

The GAP also recognizes how integral open space and pedestrian circulation is to locals and visitors. Open space in Girdwood is extremely important to residents and visitors for recreation and passive enjoyment. The proposed Lounge is a remodel of an existing floor within the Hotel and will not impact pedestrian circulation.

The GAP classifies the proposed area as Resort Land use, which includes areas that have a direct relationship to major commercial recreation resource. This development will further enhance the services offered at the Resort. The new Lounge will serve guests, local residents, and visitors to the area.

The proposed Lounge is located at the Hotel Alyeska which is accessed by Arlberg Avenue. Access to the sites is via Arlberg Avenue. Development of this area is not expected to result in any substantive change in local traffic patterns in Girdwood.

*Conformance with the Girdwood Commercial Areas and Transportation Master Plan*

The Girdwood Commercial Areas and Transportation Master Plan identified common visions for Girdwood's Future, which included a community in the forest, a community that relies on recreation-based economy, and a balance between resort and community and between local's needs and guests needs. The new Lounge will allow more guests to enjoy dining and relaxation opportunities in and around the Resort and will not materially alter the character or volume of transportation in the area.

*Compliance with Chapter 10.50*

This facility complies with all applicable regulations set forth in Chapter 10.50 of the Anchorage Code of Ordinances and will continue to do so with the proposed expansion. Specifically, regarding 10.50.030 the facilities do not and will not sell alcoholic drinks for less than the price of one drink nor will there be any "happy hour" deals which include the sale of such drinks for less than the price of one or increased



alcohol content drinks. Nor will the facilities promote or permit competitions which include or require the consumption of alcohol. The facilities have access to public transportation as outlined in question 8 below. The facilities offer non-alcoholic beverages to all patrons. In all respects the facilities utilize Alyeska Resort's extensive experience managing alcoholic beverage businesses to insure compliance with all local, state, and federal requirements.

#### *Compliance with State and Federal Regulations*

The facilities are managed and operated by a long-established resort which operates seven other alcoholic beverage establishments in the Girdwood area. Accordingly, the facility will use all relevant policies, experiences, and operating procedures at the new Lounge that it uses in its seven other establishments to insure compliance with all 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.***

See answer to Question 1, above, regarding the purpose and intent of the Girdwood district. There are no district-specific standards set forth in (old) chapter 21.04 which are not addressed elsewhere in this application.

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

The new Lounge complies with the already existing use-specific standards in chapter 21.05.

***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 new Lounge is a relatively small facility remodel of less than 2,000 square feet. Accordingly, the existing facility is appropriate for the proposed expansion. Additionally, as this remodel is of an area already used as guest rooms, the traffic in and around the Resort is not anticipated to change.

***5. The proposed use will not alter the character of the surrounding area in a manner which substantially limits, impairs or prevents the use of surrounding properties of the permitted uses listed in the underlying zoning district.***

#### 21.09.040 Zone Districts

##### **E. Resort Districts**

##### **1. General Description**

There are two resort districts in Girdwood, labeled gRST-1 and **gRST-2**, focused on tourism and alpine skiing. ...The gRST-2 district consists of the Alyeska Resort ski slopes, the Alyeska Prince Hotel area, and undeveloped property for future resort expansion. The resort districts permit a varied range of commercial uses and residential dwelling units.

In order to provide adequate review of larger projects, to protect the public interest, prohibit the development of structures out of scale with the character of different parts of Girdwood, and provide flexibility and simplicity of development, certain uses have different review and approval requirements, depending on the size of the use. The sizes and approval are delineated in table 21.09-2.

The new Lounge is an allowable use in this zone pursuant to prior major site review.

The facility site is bordered to the east by State of Alaska land that is part of the Alyeska recreational lease. To the south is Parcel E, leased from the MOA for ski slope use. To the north is more undeveloped private land belonging to the Resort and the West side is adjacent to the Alyeska Hotel. All of this land services skiing and tourism.

**6. *The proposed use is compatible with the uses allowed on adjacent properties, in terms of its scale, site design, operating characteristics, (hours of operation, traffic generation, lighting, noise, odor, dust and other external impacts).***

The new Lounge is a remodel of existing guest rooms on one floor of the Hotel. It will not impact the scale, design or operating characteristics of the site.

**7. *Any significant adverse impacts anticipated to result from the use will be mitigated or offset to the maximum extent feasible.***

Due to the limited, and closed, nature of the remodel for the Lounge, we believe that there will be no adverse impacts but because Alyeska Resort is already a substantial destination for visitors on a year round basis, they are accustomed to responding to a changing business environment and positive customer service. In other words, Alyeska Resort's long track record of adaptability, responsibility, and stewardship positions it well to mitigate any adverse impacts that do occur.

**8. *The proposed use is appropriately located with respect to the transportation system, including but not limited to existing and/or planned street designations and improvements, street capacity, access to collectors and arterials, connectivity, off-site parking impacts, transit availability, impact on pedestrian, bicycle, and transit circulation, and safety for all modes.***

In July 2008, DOWL prepared a traffic impact analysis for the Alyeska master plan area, which included Tract A. Several intersections within the area were analyzed as part of the study, which included the Tract A access and Hotel Alyeska Driveway from Arlberg Avenue.

The traffic study included additional development on Tract A that included condominiums that would be located to the east of the hotel. Based on the ITE Trip Generation Manual, the development that was proposed at the time would generate an additional 211 trips to the site. The remodel of the guest rooms to create the new Lounge will likely not draw any additional trips and will therefore likely not adversely impact traffic patterns.

The intersection of Arlberg/Tract A access and the Arlberg/Hotel Alyeska driveway both operated at level of service (LOS) A based on the existing development and proposed development at the time of the report. Given that the new Lounge, even accounting for a rise in trips due to the new Nordic Spa, will result in less trips than what was anticipated in the traffic study, it is assumed that the Lounge will still result in LOS A for the two intersections.

DOWL has conducted a parking study to evaluate existing parking conditions at these lots, including available parking spaces and current utilization to document whether the current site has sufficient parking or if additional parking spaces are needed for the new Nordic day spa. The study found that existing parking is adequate for the addition of the new Alyeska Nordic Spa. The new Lounge is not anticipated to materially change the analysis above.

As previously noted, Glacier Valley Transit stops at Tram Loop and at the adjacent parking area where patrons will be parking.

***9. The proposed use is appropriately located with respect to existing and/or planned water supply, fire and police protection, wastewater disposal, storm water disposal and similar facilities and services.***

As the remodel for the new Lounge is small, and replaces existing guest rooms, the existing water supply, fire and police protection, waste and storm water disposal at each site are more than adequate to accommodate the slightly increased traffic each expansion brings. This is reinforced by the prior use of the area as guest rooms.





