

CLERK'S OFFICE

APPROVED

Date: 3-8-11

Submitted by: Chair of the Assembly at the
Request of the Mayor

Prepared by: Community Development
Department

For reading March 8, 2011

**Anchorage, Alaska
AR 2011-55**

**A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY
APPROVING AN AMENDMENT TO AN EXISTING CONDITIONAL USE FOR A
BEVERAGE DISPENSARY USE TO ALLOW A BREWERY LICENSE
NUMBER 5031, AS AN INCIDENTAL USE IN THE B-2C (CENTRAL
BUSINESS DISTRICT, PERIPHERY), FOR ANCHORAGE BREWING, LLC,
DBA THE ANCHORAGE BREWING COMPANY; LOCATED AT 717 WEST 3RD
AVENUE, ANCHORAGE, AK, 99501, ON ANCHORAGE ORIGINAL
TOWNSITE SUBDIVISION, BLOCK 15, LOT 14A; GENERALLY LOCATED
NORTH OF WEST 3RD AVENUE, SOUTH OF CHRISTIANSEN DRIVE, AND
WEST OF H STREET.**

(Downtown Community Council) (Case 2011-023)

THE ANCHORAGE ASSEMBLY RESOLVES:

Section 1. An amendment to an existing beverage dispensary conditional use to allow a brewery, license number 5031, as an incidental use in the B-2C district per AMC 21.40.170.B.1 and AMC 21.40.170.C.1, for the Anchorage Brewing Company, located at 717 West 3rd Ave., Anchorage, AK 99501, on Original Subdivision Block 15, Lot 14A; generally located north of west 3rd Avenue, south of Christiansen Drive, and West of H Street, and generally meets the applicable provisions of AMC 21.40.170.B.1 and AMC 21.40.170.C.1.

Section 2. This conditional use is approved subject to the following conditions:

1. A Notice of Zoning Action shall be filed with the District Recorder's Office within 120 days of the Assembly's approval this amendment to a conditional use for a beverage dispensary to allow a brewery in the B-2C district.

2. All uses shall conform to the plans and narrative submitted with this conditional use application.

3. This conditional use approval is for an amendment to an Alcoholic Beverages Conditional Use for a Beverage Dispensary to allow a Brewery Use and License Number 5031, as an incidental use in the B-2C district per AMC

21.40.170.B.1 and AMC 21.40.170.C.1 for approximately 2,675 square feet of gross leasable area located in the structure at 717 West 3rd Ave., Anchorage, AK 99501, on Anchorage Original Townsite Subdivision, Block 15, Lot 14A.

4. On-premise sale of alcohol beverages is not permitted.

5. The use of the property by any person for the permitted purposes shall comply with all current and future Federal, State and local laws and regulations including but not limited to laws and regulations pertaining to the sale, dispensing, service and consumption of alcoholic beverages and the storage, preparation, sale, service and consumption of food. The owner of the property, the licensee under the Alcoholic Beverage Control license and their officers, agents and employees shall not knowingly permit or negligently fail to prevent the occurrence of illegal activity on the property.

6. A copy of the conditions imposed by the Assembly in connection with this conditional use approval shall be maintained on the premise at a location visible to the public.

Section 3. Failure to comply with the conditions of this conditional use permit shall constitute grounds for its modification or revocation.

Section 4. This resolution shall become effective immediately upon passage and approval by the Anchorage Assembly.

PASSED AND APPROVED by the Anchorage Assembly this
8th day of March 2011.

ATTEST:

Chair

Municipal Clerk

(Case 2011-023)
(Tax Parcel ID# 002-107-50)



**MUNICIPALITY OF ANCHORAGE
ASSEMBLY MEMORANDUM**

No. AM 127-2011

Meeting Date: March 8, 2011

From: MAYOR

Subject: A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY APPROVING AN AMENDMENT TO AN EXISTING CONDITIONAL USE FOR A BEVERAGE DISPENSARY USE TO ALLOW A BREWERY LICENSE NUMBER 5031, AS AN INCIDENTAL USE IN THE B-2C (CENTRAL BUSINESS DISTRICT, PERIPHERY), FOR ANCHORAGE BREWING, LLC, DBA THE ANCHORAGE BREWING COMPANY; LOCATED AT 717 WEST 3RD AVENUE, ANCHORAGE, AK, 99501, ON ANCHORAGE ORIGINAL TOWNSITE SUBDIVISION, BLOCK 15, LOT 14A; GENERALLY LOCATED NORTH OF WEST 3RD AVENUE, SOUTH OF CHRISTIANSEN DRIVE, AND WEST OF H STREET.

1 Anchorage Brewing, LLC, dba the Anchorage Brewing Company, has made
2 application to amend an existing Beverage Dispensary conditional use to allow a
3 Brewery License Number 5031, as an incidental use in the B-2C district per AMC
4 21.40.170.B.1 and AMC 21.40.170.C.1, located at 717 West 3rd Ave., Anchorage,
5 AK 99501, on Anchorage Original Townsite Subdivision, Block 15, Lot 14A.
6

7 The petitioner leases 2,675 square feet of space within the Snow Goose
8 Restaurant and Bar, within a 27,944 square foot building. The Assembly approved
9 a Beverage Dispensary Use and License Number 4058 and a Brewpub Use and
10 License Number 4059 on October 17, 2000 (AR 2000-246). The petitioner's
11 proposed brewery is located on the basement floor of the building. The petition
12 site and surrounding properties are all zoned B-2C.
13

14 The Anchorage Brewing Company will not serve any alcoholic beverages at this
15 location. This brewery will use the existing use's equipment to produce its own
16 line of beers which will be sold wholesale to a distributor. The owner of the
17 Anchorage Brewing Company will be the only operator. There will be no other
18 employees. The Anchorage Brewing Company will only operate during the winter
19 months when the Sleeping Lady Brewery is not using its own equipment. A
20 delivery truck will make infrequent stops at the Brewery during business hours to

1 pick up the wholesale product. The petitioner's application states that the intent is
2 to operate at this location for no longer than six years, as they plan to acquire a
3 separate location to allow for business growth in the future.

4
5 Alaska Statute 04.11.130, Brewery License, does not restrict the location of a
6 brewery. There is no prohibition for locations near churches and schools. There
7 are no schools or known churches within 200 feet of this site. For information
8 purposes only, there are ten (10) restaurant licenses, two (2) package store
9 licenses, 1 package store tourist license, 15 beverage dispensary licenses, three
10 (3) beverage dispensary duplicate licenses, and one (1) brewpub license within
11 1,000 feet of the site of this application.

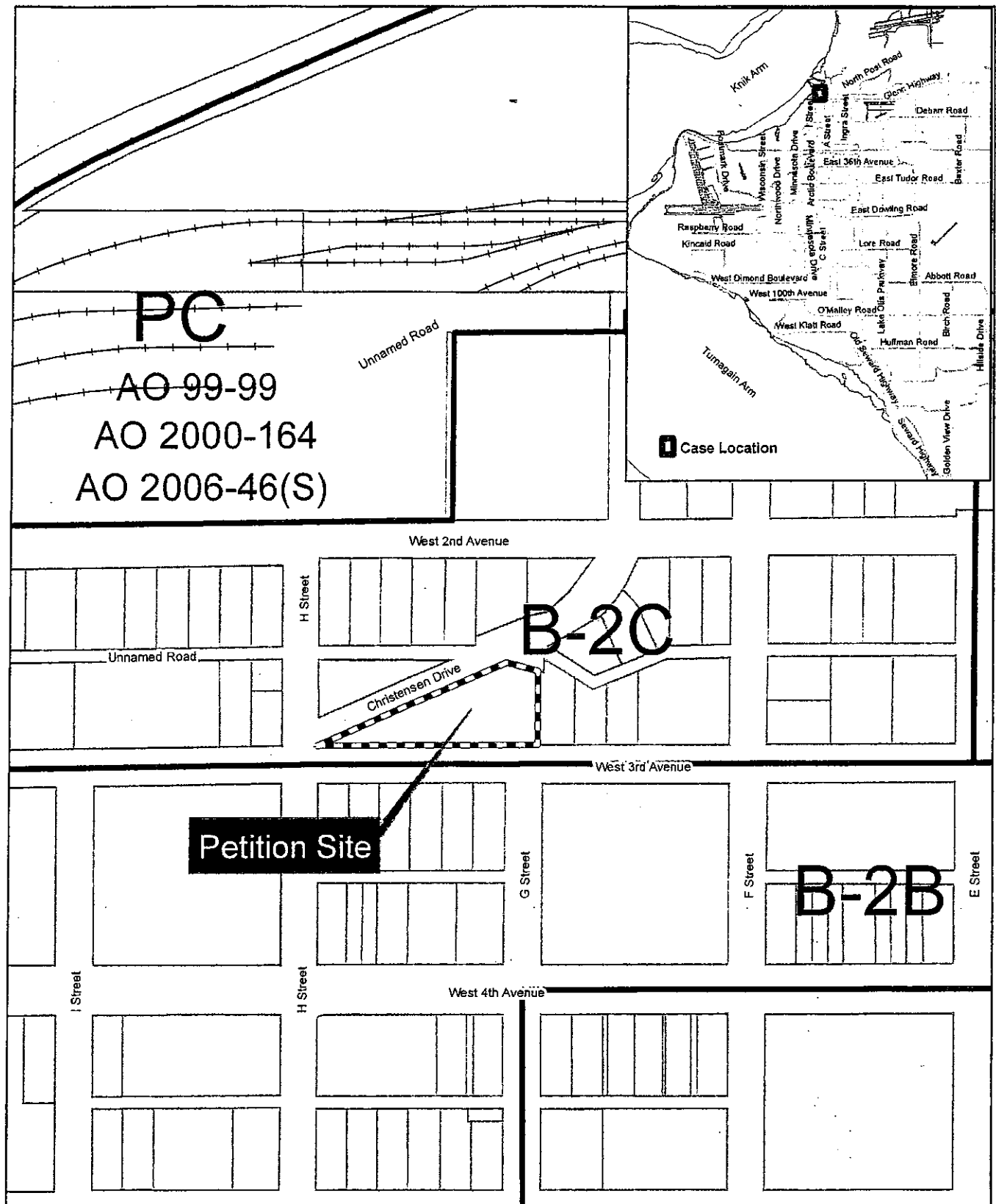
12
13 There was no comment received from the public or the Downtown Community
14 Council at the time the report was written.

15
16 There are no delinquent Personal Property Taxes or Real Property Taxes owing
17 at this time. No comments were received from the Anchorage Police Department
18 or Department of Health and Human Services at the time this report was written.

19
20 **THIS CONDITIONAL USE FOR AN AMENDMENT TO AN EXISTING**
21 **ALCOHOLIC BEVERAGES BEVERAGE DISPENSARY CONDITIONAL USE**
22 **TO ALLOW A BREWERY USE AND LICENSE NUMBER 3051 AS AN**
23 **INCIDENTAL USE IN THE B-2C DISTRICT GENERALLY MEETS THE**
24 **REQUIRED STANDARDS OF AMC TITLE 10 AND TITLE 21, AND ALASKA**
25 **STATUTE 04.11.130.**

26
27 Prepared by: Angela C. Chambers, AICP, Current Planning Section
28 Supervisor, Planning Division
29 Approved by: Jerry T. Weaver Jr, Director
30 Community Development Department
31 Concur: Dennis A. Wheeler, Municipal Attorney
32 Concur: George J. Vakalis, Municipal Manager
33 Respectfully submitted: Daniel A. Sullivan, Mayor

2011-023



Municipality of Anchorage
Planning Department
January 25, 2011

Flood Limits
 100 Year
 500 Year
 Floodway

0 125 250 500
Feet



001

**PLANNING DIVISION
STAFF ANALYSIS
CONDITIONAL USE - ALCOHOLIC BEVERAGE SALES**

DATE: March 8, 2011

CASE NO.: 2011-023

APPLICANT: Anchorage Brewing, LLC, dba Anchorage Brewing Company
Gabriel Fletcher, representative

REQUEST: An amendment to a conditional use for a beverage dispensary to allow a brewery license (#5031) as an incidental use in the B-2C district per AMC 21.40.170.B.1 and AMC 21.40.170.C.1.

LOCATION: Anchorage Original Townsite Subdivision Block 15, Lot 14A

STREET ADDRESS: 717 West 3rd Ave., Anchorage, AK 99501

COMMUNITY COUNCIL: Downtown

TAX PARCEL: 002-107-50/ Grid SW1230

ATTACHMENTS

1. Departmental Comments
2. Application
3. Posting Affidavit and Historical Information

RECOMMENDATION SUMMARY:

This conditional use generally meets the required standards of AMC Title 10 and Title 21, and State Statute 04.11.130.

SITE:

Acres: 29,847 SF

Vegetation: Street and parking lot landscaping

Zoning: B-2C (Central business district, periphery)

Topography: Tiered

Existing Use: Restaurant and bar

Soils: Public sewer and water

COMPREHENSIVE PLAN - Anchorage 2020 Plan

Classification: Commercial per the 1982 Anchorage Bowl Comprehensive Development Plan's Generalized Land Use Plan

002

Density: Major Employment Center and Redevelopment/Mixed-Use Area per the Anchorage 2020 Land Use Policy Map
N/A

SURROUNDING AREA

	NORTH	EAST	SOUTH	WEST
Zoning:	B-2C	B-2C	B-2C	B-2C
Land Use:	Office	Historic Landmark/Site (House)	Parking Lot	Office

SITE DESCRIPTION AND PROPOSAL:

The petitioner, Anchorage Brewing, LLC, dba Anchorage Brewing Company, is requesting an amendment to an existing conditional use permit for a beverage dispensary to allow a new brewery license (#5031) as an incidental use in the B-2C district per AMC 21.40.170.B.1 and AMC 21.40.170.C.1. The petitioner has already applied to the Alcoholic Beverages Control Board for a Brewery License #5031.

The petitioner leases 2,675 square feet of space within the Snow Goose Restaurant and Bar, which is a 27,944 square foot building. The address is 717 West 3rd Avenue. The petitioner's proposed brewery is located on the basement floor of the building. The property and surrounding properties are all zoned B-2C (Central Business District Core).

The Anchorage Brewing Company will not serve any alcoholic beverages at this location. This brewery will use the existing Sleeping Lady Brewery's equipment to produce its own line of beers which will be sold wholesale to a distributor. The owner of the Anchorage Brewing Company will be the only operator. There will be no other employees. The Anchorage Brewing Company will only operate during the winter months when the Sleeping Lady Brewery is not using its own equipment. A delivery truck will make infrequent stops at the Brewery during business hours to pick up the wholesale product.

Within 1,000 feet of the site of this application, there are ten (10) restaurant licenses, two (2) package store licenses, one (1) package store tourist license, fifteen (15) beverage dispensary licenses, three (3) beverage dispensary duplicate licenses, and one (1) brewpub license. Alaska Statute 04.11.130, Brewery License, does not restrict the location of a brewery. There are schools or known churches within 200 feet of this site.

PUBLIC COMMENTS:

One-hundred and two (102) public hearing notices were mailed on February 10, 2011. At the time this report was written, no comments were received from the public or the Downtown Community Council.

FINDINGS

- A. Furthers the goals and policies of the Comprehensive Development Plan and conforms to the Comprehensive Development Plan in the manner required by Chapter 21.05.**

The standard is met.

This property is identified as a "Commercial" area on the Generalized Land Use Plan in the *1982 Anchorage Bowl Comprehensive Development Plan*. The subject property is located within an area designated as a "Major Employment Center" and a "Redevelopment/Mixed Use Area" on the Land Use Policy Map of the *Anchorage 2020 Comprehensive Plan*.

Anchorage 2020 does not specifically address the sale of alcoholic beverages in the community. A strategy of the adopted *Anchorage 2020 Plan*, however, calls for the development of locational standards and criteria for retail sales/service of alcoholic beverages. To date this has not been done.

Several goals of the *Anchorage 2020 Plan* address related issues such as recreational and economic opportunities. The sale of alcoholic beverages is part of the social, recreational and economic environment of the community. Hotel dining, night clubs, bars, and restaurants which serve alcohol enhance the hospitality and tourism industry in Anchorage, and provide eating places for local residents and downtown employees. Another of the *Plan's* stated economic development goals are: "Business Support and Development: a quality of life and a financial climate that encourages businesses to start up, expand, or relocate in Anchorage" (p. 41).

- B. Conforms to the standards for that use in this title and regulations promulgated under this title.**

The standard is met.

The B-2C district zoning regulations allow alcoholic beverage sales through the conditional use permit process, AMC 21.40.170.B.i, "Retail food stores and liquor stores. Uses involving the sale (retail), dispensing or service of alcohol beverages may be permitted by conditional use only." The Snow Goose Restaurant has an approved beverage dispensary license and brewpub license. This proposed brewery will make use of the existing Sleeping Lady Brewery equipment. Operations will be confined to the winter months when the Sleeping Lady Brewery is dormant because the tourist season has passed.

- C. Will be compatible with existing and planned land uses in the surrounding neighborhood and with the intent of its use district.**

The standard is met.

The B-2C district is intended to create financial, office, residential and hotel areas at the periphery of the central business district. The district also permits secondary retail uses.

Alaska Statute 04.11.130, Brewery License, does not restrict the location of a brewery. There is prohibition for locations near churches and schools. For information purposes only, there are ten (10) restaurant licenses, two (2) package store licenses, one (1) package store tourist license, fifteen (15) beverage dispensary licenses, three (3) beverage dispensary duplicate licenses, and one (1) brewpub license within 1,000 feet of the site of this application. Also, there is one private school, Southeast Regional Resource Center, and no churches within 200 feet of this site.

D. Will not have a permanent negative impact on the items listed below substantially greater than that anticipated from permitted development:

1. Pedestrian and vehicular traffic circulation and safety.

The standard is met.

The B-2C district states that no off-street parking is required. On street parking is available. There are adequate entrances and exits for vehicles to and from adjacent streets and roadways. Public transportation is available.

2. The demand for and availability of public services and facilities.

The standard is met.

The addition of a brewery at this location will not impact public services. Electrical, water and sewer, natural gas are available on site. Road infrastructure and public transit is already in place. The petition site is within ARDSA, Building Service Area, and the Police and Fire Service Areas.

3. Noise, air, water, or other forms of environmental pollution.

The standard is met.

As a land use, the proposed brewery will not cause or contribute to any environmental pollution.

4. The maintenance of compatible and efficient development patterns and land use intensities.

The standard is met.

The zoning, land use, and the general area land use will not change as a result of this amendment to a conditional use for a beverage dispensary to allow a brewery license as an incidental use.

Standards Chapter 10.50 Alcoholic Beverages

In the exercise of its powers and under AS 04.11.480 and 13 AAC 104.145 to protest issue, renewal and transfer or 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

- A. 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 and will conform to the separate standards of AMC 21.50.020.**

Approval of this amendment to a conditional use will add the first brewery license within 1,000-feet. A list of other types of licenses is attached.

Alaska Wine and Spirits	605 1 st Ave	Lic. 4948	Package Store
Café 817	817 W 6 th Ave	Lic. 4449	Rest/Eating Place
Yamaya Restaurant	825 W 6 th Ave	Lic. 3728	Rest/Eating Place
Downtown Wine and Spirits	930 W 5 th Ave	Lic. 3322	Package Store
Crow's Nest	928 W 4 th Ave	Lic. 290	Bev Dispensary
Fletcher's	928 W 4 th Ave	Lic. 2290	Bev Dispensary
The Quaterdeck	928 W 4 th Ave	Lic. 932	Bev Dispensary
The Whale's Tail	928 W 4 th Ave	Lic. 1224	Bev Dispensary
Alaska Salmon Chowder House	443 W 4 th Ave	Lic. 3434	Rest/Eating Place
Sweet Basil Cafe	315 E St	Lic. 3897	Rest/Eating Place
William Egan Convention Center	555 W 5 th Ave	Lic. 3234	Bev Dispensary
The Anchor	712 W 4 th Ave	Lic. 3607	Bev Dispensary
Rumrunner's Old Time Towne Bar	415 E St	Lic. 4157	Bev Dispensary
Darwin's Theory	426 G St	Lic. 987	Bev Dispensary
515 Club	515 W 4 th Ave	Lic. 398	Bev Dispensary
Downtown Deli	525 W 4 th Ave	Lic. 327	Rest/Eating Place
Kumagoro	533 W 4 th Ave	Lic. 2276	Rest/Eating Place
F Street Station	325 F St	Lic. 762	Bev Dispensary
Pioneer Bar	739 W 4 th Ave	Lic. 866	Bev Dispensary
Bootlegger's Cove	500 W 3 rd Ave	Lic. 152	Package Store Tour
Bruins	500 W 3 rd Ave	Lic. 1043	Bev Dispensary
The Chartroom	500 W 3 rd Ave	Lic. 1414	Bev Dispensary Dup

Top of the World	500 W 3 rd Ave	Lic. 1157	Bev Dispensary Dup
Gaslight Lounge	721 W 4 th Ave	Lic. 437	Bev Dispensary
Sack's Café and Restaurant	328 G St	Lic. 3977	Rest/Eating Place
Sizzlin Cafe	523 W 3 rd Ave	Lic. 4573	Rest/Eating Place
The Wood Shed	535 W 3 rd Ave	Lic. 4231	Bev Dispensary Dup
The Wood Shed	535 W 3 rd Ave	Lic. 1244	Bev Dispensary
Marx Bros Cafe	627 W 3 rd Ave	Lic. 1422	Rest/Eating Place
Urban Sushi	509 W 3 rd Ave	Lic. 4993	Rest/Eating Place
Snow Goose Restaurant & Brewpub	717 W 3 rd Ave	Lic. 4058	Bev Dispensary
Snow Goose Restaurant & Brewpub	717 W 3 rd Ave	Lic. 4059	Brewpub

- B. Training.** If application is made for issue, renewal or transfer of a beverage dispensary license, restaurant or eating place license, or package store license, whether the applicant can 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.). Until such plan is approved, training by a licensee's employees in the T.A.M. shall constitute compliance with this ordinance.

The standard is met.

No retail sales of alcohol will be permitted.

- C. 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 this code.

The standard is met.

No retail sales of alcohol will be permitted. This brewery will sell their product wholesale. The petitioner has stipulated in his application that he will abide by requirements of AMC 10.50.035.

- D. 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 premise. 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.

The standard is met.

The petitioner has stated that order will be maintained by the sole operator of the brewery. No additional safety procedures are mentioned in the application. At the time this report was completed, no written comment had been received from the Anchorage Police Department.

- E. 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**

The standard is met.

There are no outstanding Business Personal Property taxes owing, according to the Treasury Division.

- F. 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.**

No comments were received from the Department of Health and Human Services at the time this report was written.

- G. Municipality of Anchorage Alcoholic Beverage Licensee Compliance Form.** In order to determine whether applicants seeking issue, renewal or transfer of alcoholic beverage licenses have complied with the provisions of this chapter, applicants shall, at the request of the Assembly, submit to the municipal clerk such information as is required on a municipal form prepared by the municipal clerk known as the Municipality of Anchorage Alcoholic Beverage Licensee Compliance Form. Upon request, operators shall also provide the municipal clerk with certificates from all current employees demonstrating that those employees have successfully completed a "Liquor Service Awareness Training Program" such as the program for techniques in alcohol management (T.A.M.) as approved by the State of Alaska Alcoholic Beverage Control Board.

This form was not requested of this applicant.

RECOMMENDATION:

This application to amend a conditional use for beverage dispensary to allow a brewery, license #5004, as an incidental use in the B-2C district per AMC 21.40.170.B.1 and AMC 21.40.170.C.1, generally meets the required standards of AMC Title 10 and Title 21.

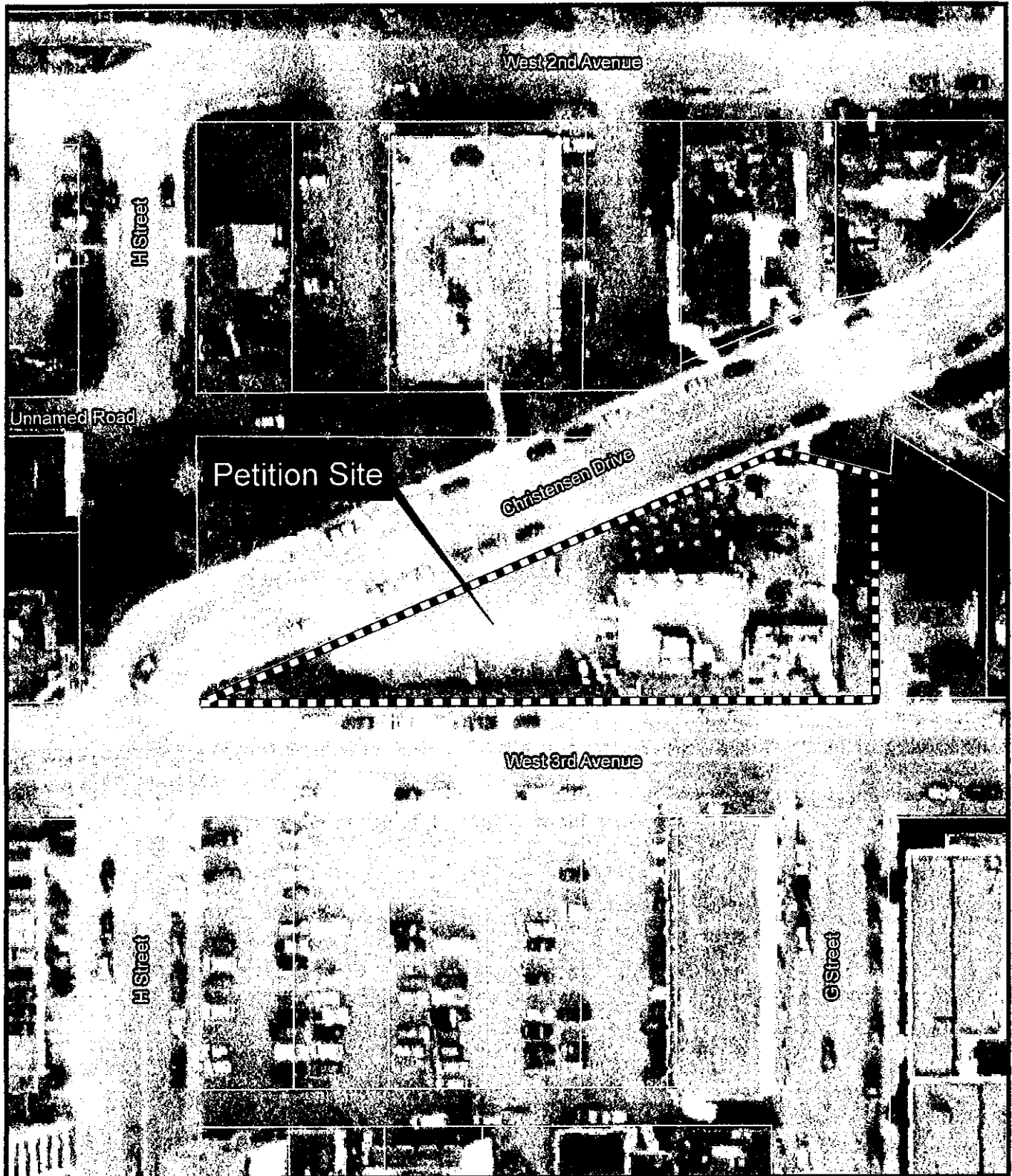
If after a public hearing on the matter, the Anchorage Assembly finds that the required standards have been met, staff recommends the following conditions of approval:

1. A Notice of Zoning Action shall be filed with the District Recorder's Office within 120 days of the Assembly's approval this amendment to a conditional use for a beverage dispensary to allow a brewery in the B-2C district.
2. All uses shall conform to the plans and narrative submitted with this conditional use application.
3. This conditional use approval is for an amendment to an Alcoholic Beverages Conditional Use for a Beverage Dispensary to allow a Brewery Use and License Number 5031, as an incidental use in the B-2C district per AMC 21.40.170.B.1 and AMC 21.40.170.C.1 for approximately 2,675 square feet of gross leasable area located in the structure at 717 West 3rd Ave., Anchorage, AK 99501, on Anchorage Original Townsite Subdivision Block 15, Lot 14A.
4. On-premise sale of alcohol beverages is not permitted.
5. The use of the property by any person for the permitted purposes shall comply with all current and future Federal, State and local laws and regulations including but not limited to laws and regulations pertaining to the sale, dispensing, service and consumption of alcoholic beverages and the storage, preparation, sale, service and consumption of food. The owner of the property, the licensee under the Alcoholic Beverage Control license and their officers,

agents and employees shall not knowingly permit or negligently fail to prevent the occurrence of illegal activity on the property.

6. A copy of the conditions imposed by the Assembly in connection with this conditional use approval shall be maintained on the premise at a location visible to the public.

2011-023



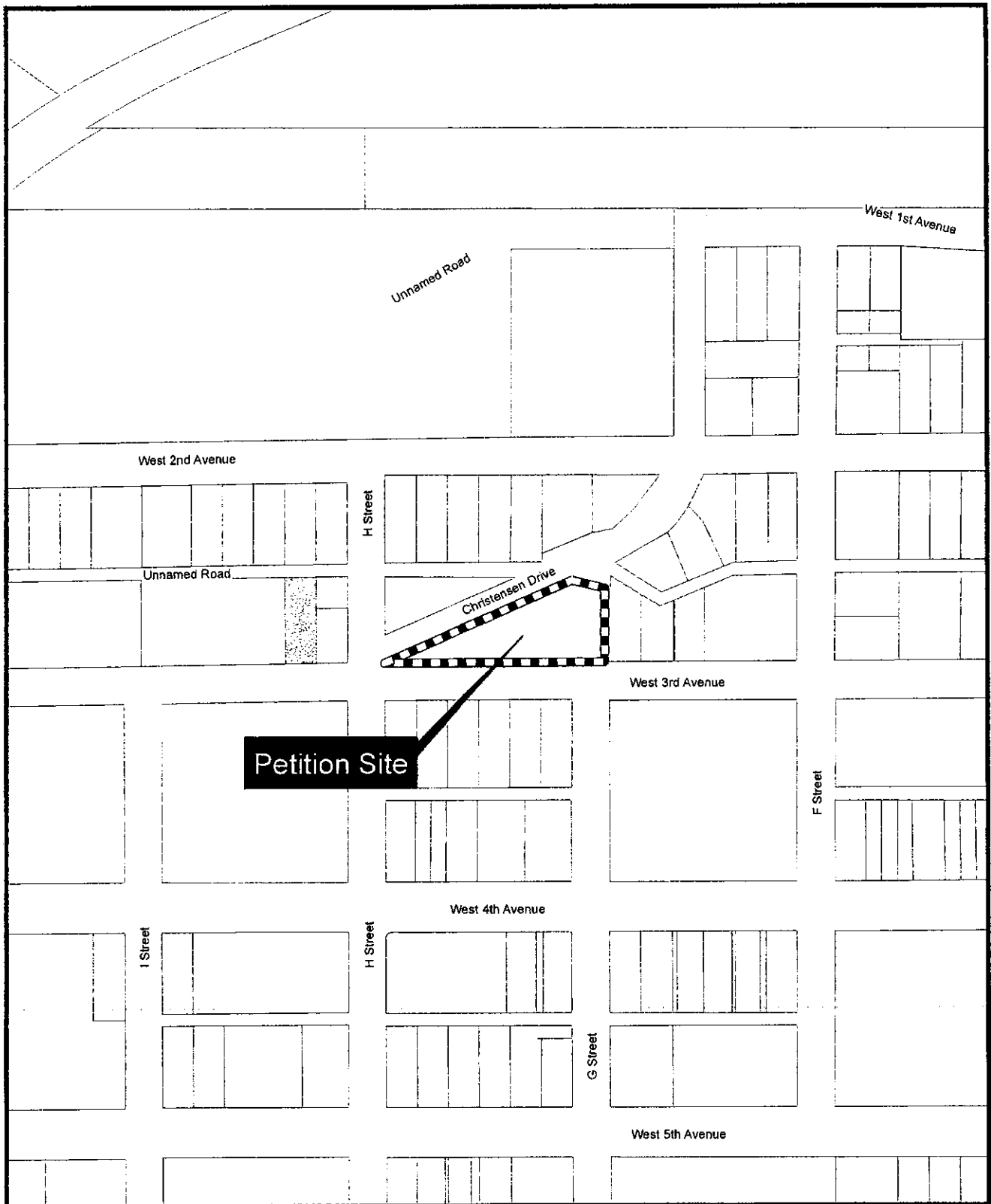
Municipality of Anchorage
Planning Department
January 25, 2011

0 105 210 Feet

ORTHOPHOTO 2007 USGS 1FT

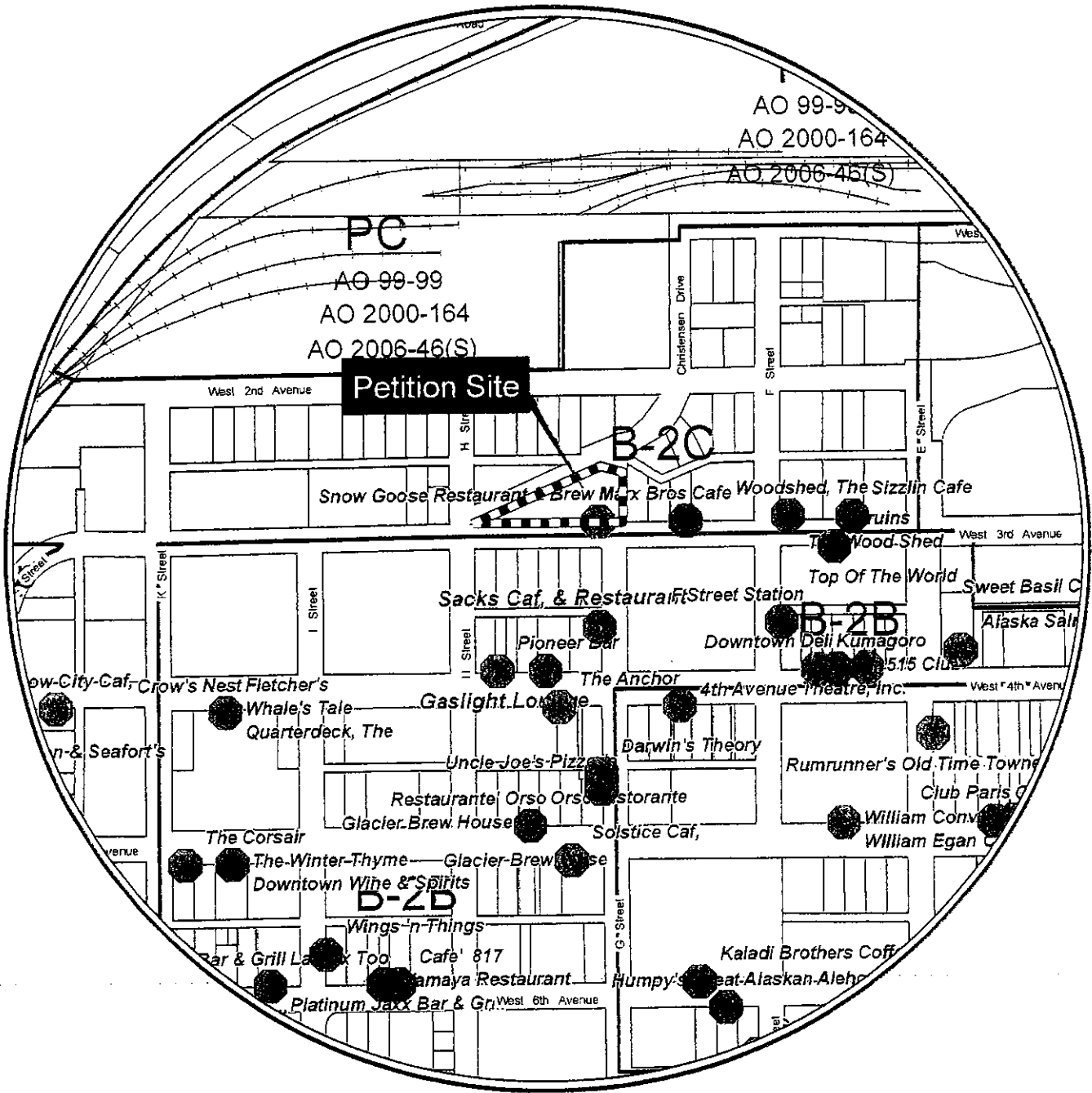


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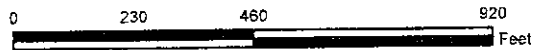


2011-023

EXISTING LIQUOR LICENSES WITHIN 1000'



Municipality of Anchorage
Planning Department
Date: January 25, 2011



Alcohol Existing License List Report

Case Number: 2011-023

Description: 1000'

Parcel Business Name	Parcel Owner Name Applicant Name	Parcel Owner Address Business Address	City	State	Zip	Lic. Zone	Lic. Type
00103321000 Alaska Wine & Spirits	MCKINLEY PROPERTIES INC Skycap International	605 1ST AVE STE 600 401 K Street	SEATTLE 4948	WA B2C	98104		Package Store
00103403000 Cafe' 817	NOVOSAD MARK S Muffin Man & Co., Inc.	817 W 6TH AVE 817 W 6th Ave	ANCHORAGE 4449	AK B2B	99501		Restaurant/Eating Place
00103404000 Yamaya Restaurant	YAMADA MASAHAIDE & KAZUKO Yamada, Masahide & Kazuko	4100 NORTH STAR ST 825 W 6th Ave	ANCHORAGE 3728	AK B2B	99504		Restaurant/Eating Place
00103464000 Downtown Wine & Spirits	ALASKA LABORERS BLDG CORP Liquore Stores North USA, Inc.	2501 COMMERCIAL DR 930 W 5th Ave	ANCHORAGE 3322	AK B2B	99501		Package Store
00103466000 Crow's Nest	HICKEL INVESTMENT CO Hickel Investment Co.	PO BOX 101700 928 W 4th Ave	ANCHORAGE 290	AK B2B	99510		Beverage Dispensary
00103466000 Fletcher's	HICKEL INVESTMENT CO Hickel Investment Co	PO BOX 101700 928 W 4th Ave	ANCHORAGE 2290	AK B2B	99510		Beverage Dispensary
00103466000 Quarterdeck, The	HICKEL INVESTMENT CO Hickel Investment Co.	PO BOX 101700 928 W 4th Ave	ANCHORAGE 932	AK B2B	99510		Beverage Dispensary
00103466000 Whale's Tale	HICKEL INVESTMENT CO Hickel Investment Co.	PO BOX 101700 928 W 4th Ave	ANCHORAGE 1224	AK B2B	99510		Beverage Dispensary
00210419000 Alaska Salmon Chowder House	BUZZ ROHLFING INC Song, Wae	315 E STREET 443 W 4th Ave	ANCHORAGE 3434	AK B2B	99501		Restaurant/Eating Place
00210419000 Sweet Basil Café	BUZZ ROHLFING INC Buba Corporation	315 E STREET 1021 W Northern Lights	ANCHORAGE 3897	AK B2B	99501		Restaurant/Eating Place
00210509000 William Egan Convention Ctr	MOA SMG of Alaska Inc.	PO BOX 196650 555 W 5th Ave	ANCHORAGE 3234	AK B2A	99519		Beverage Dispensary
00210526000 The Anchor	GRAHAM PROPERTIES LLC The Anchor LLC	3780 LINCOLN ELLSWORTH CT # 712 W 4th Ave	ANCHORAGE 3607	AK B2B	99517		Beverage Dispensary
00210540000 Rumrunner's Old Time Towne Bar	A B & M PROPERTIES LLC Basilio Gallo	PO BOX 111846 415 E St	ANCHORAGE 4157	AK B2A	99511		Beverage Dispensary

Report Date: 01/26/2011

Page 1

Parcel Business Name	Parcel Owner Name - Applicant Name	Parcel Owner Address Business Address	City	State	Zip
			Lic. Number	Lic. Zone	Lic. Type
00210550000 Darwin's Theory	BIWER DARWIN A JR Darwins Theory, Inc.	426 G STREET 426 G St	ANCHORAGE 987	AK B2B	99501 Beverage Dispensary
00210603000 515 Club	DOWNTOWN INVESTMENTS CO LLP Clark & Eddy, Inc.	1146 S STREET 515 W 4th Ave (not operating)	ANCHORAGE 398	AK B2B	99501 Beverage Dispensary
00210605000 Downtown Deli	DOWNTOWN INVESTMENTS CO LLP Downtown Delicatessen, Inc.	1146 S STREET 525 W 4th Ave	ANCHORAGE 327	AK B2B	99501 Restaurant/Eating Place
00210607000 Kumagoro	TAMAKI ITSURO Eui Hong Inc.	2900 PELICAN DR 533 W 4th Ave	ANCHORAGE 2276	AK B2B	99515 Restaurant/Eating Place
00210609000 F Street Station	CROSSROADS LTD PARTNERSHIP Station, Inc.	1041 W 25TH AVE 325 F St	ANCHORAGE 762	AK B2B	99503 Beverage Dispensary
00210617000 Pioneer Bar	OLDTIMERS INC Old Timers, Inc.	739 W 4TH AVE 739 W 4th Ave	ANCHORAGE 866	AK B2B	99501 Beverage Dispensary
00210625000 Bootleggers Cove	CP ANCHORAGE HOTEL 2 LLC CP Anchorage Hotel 2, LLC	740 CENTRE VIEW BLVD 500 W 3rd Ave	CRESTVIEW HI 152	KY B2B	41017 Package Store Tourist
00210625000 Bruins	CP ANCHORAGE HOTEL 2 LLC CP Anchorage Hotel 2, LLC	740 CENTRE VIEW BLVD 500 W 3rd Ave	CRESTVIEW HI 1043	KY B2B	41017 Beverage Dispensary
00210625000 Chartroom, The	CP ANCHORAGE HOTEL 2 LLC CP Anchorage Hotel 2, LLC	740 CENTRE VIEW BLVD 500 W 3rd Ave	CRESTVIEW HI 1414	KY B2B	41017 Beverage Dispensary Dup
00210625000 Top Of The World	CP ANCHORAGE HOTEL 2 LLC CP Anchorage Hotel 2, LLC	740 CENTRE VIEW BLVD 500 W 3rd Ave	CRESTVIEW HI 1157	KY B2B	41017 Beverage Dispensary Dup
00210626000 Gaslight Lounge	MAC'S INC Gaslight Lounge, Inc.	3111 DENALI ST STE 201 721 W 4th Ave	ANCHORAGE 437	AK B2B	99503 Beverage Dispensary
00210627000 Sacks Café & Restaurant	3 D INVESTMENTS INC Sacks Restaurant, LLC	340 G ST #201 328 G St	ANCHORAGE 3977	AK B2B	99501 Restaurant/Eating Place
00210706025 Sizzlin Cafe	TULIN CHARLES E & HELEN L Grizzly Group, Inc	1422 K ST 523 W 3rd Ave	ANCHORAGE 4573	AK B2C	99501 Restaurant/Eating Place
00210708000 The Wood Shed	CORDOVA DEVELOPMENT CO INC U.P.E., Inc.	PO BOX 101039 535 W 3rd Ave	ANCHORAGE 4231	AK B2C	99510 Beverage Dispensary Dup

015

<u>Parcel</u> <u>Business Name</u>	<u>Parcel Owner Name</u> Applicant Name	<u>Parcel Owner Address</u> Business Address	<u>City</u> <u>State</u> <u>Zip</u> Lic. Number Lic. Zone Lic. Type
00210708000 Woodshed, The	CORDOVA DEVELOPMENT CO INC U.P.E. Inc.	PO BOX 101039 535 W 3rd Ave	ANCHORAGE 1244 AK B2C 99510 Beverage Dispensary
00210712000 Marx Bros Cafe	BAND OF RENOWN ENTERPRISES IN Band of Renown Ent. Inc.	627 W 3RD AVE 627 W 3rd Ave	ANCHORAGE 1422 AK B2C 99501 Restaurant/Eating Place
00210739000 Urban Sushi	ALASKA ANVIL INCORPORATED Urban Sushi Inc.	1675 W BAKERVIEW ROAD 509 W. 3rd Ave Suite 101	BELLINGHAM 4993 WA B2C 98226 Restaurant/Eating Place
00210750000 Snow Goose Restaurant & Brew	BREWERY CAPITAL INC Snow Goose Restaurant, LLC	3401 DENALI STREET #202 717 W 3rd Ave	ANCHORAGE 4058 AK B2C 99503 Beverage Dispensary
00210750000 Snow Goose Restaurant & Brew	BREWERY CAPITAL INC Snow Goose Restaurant, LLC	3401 DENALI STREET #202 717 W 3rd Ave	ANCHORAGE 4059 AK B2C 99503 Brewpub

016

Distance 1000'

Wed Jan 26, 09:56:12, 2011

2011-023

Map: Parcels--Basic Layers



Scale 1:8000

Legend:

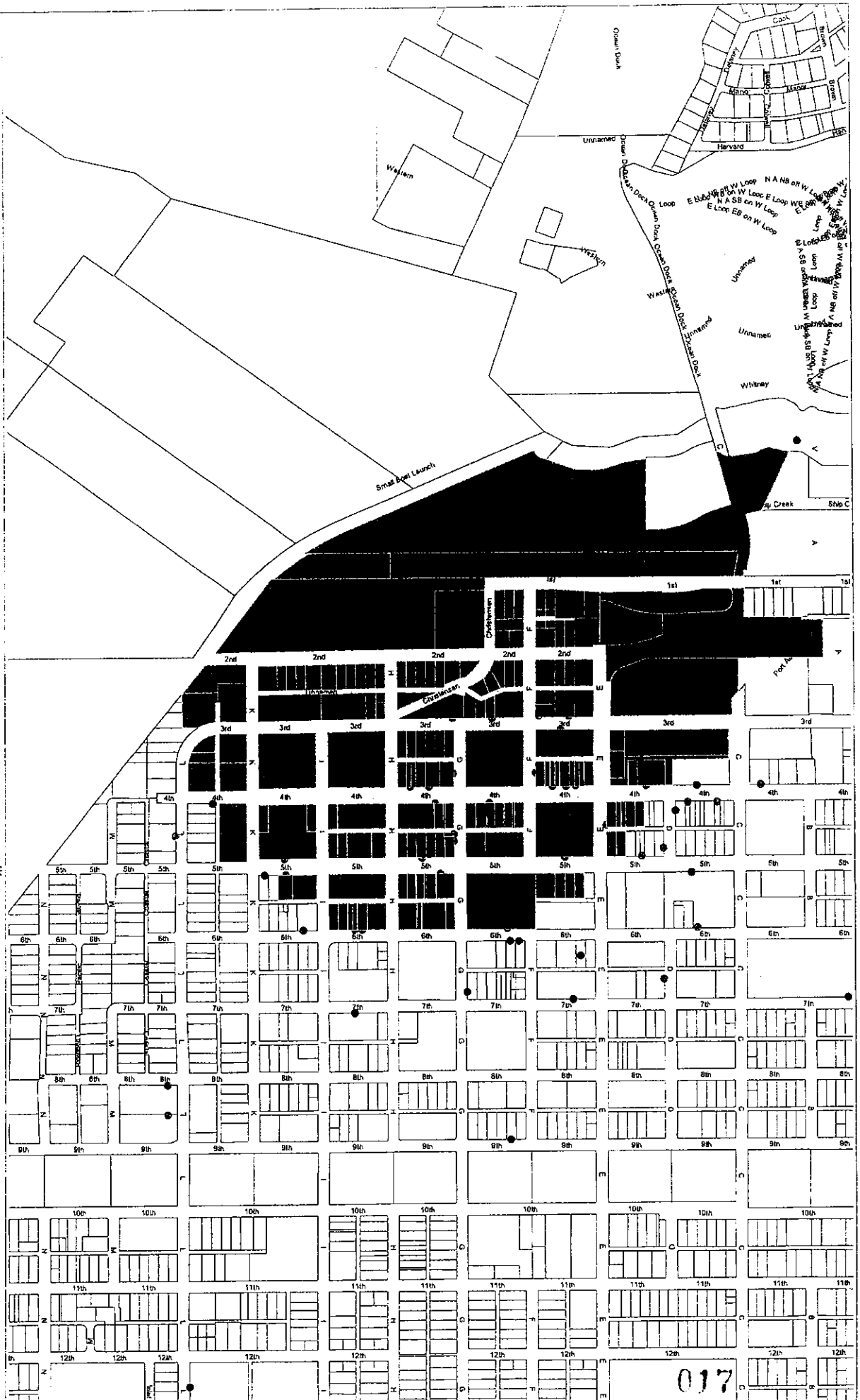


ALCOHOL

Text

STREET_NAME

PARCELS



CityView™

Municipal Software Corporation

017

Alcohol Church and School List Report

Case Number: 2011-023 Description: 200'

Parcel	Parcel Owner Name	Parcel Site Address	Description
00103525000	SOUTHEAST REGIONAL RESOURCE CENTER INC	805 W 3RD AVE	EDUCATION PRIVATE

018

Distance 200'

Wed Jan 26, 09:53:17, 2011

Map: Parcels--Basic Layers



Scale 1:4000

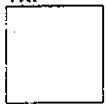
Legend:



ALCOHOL

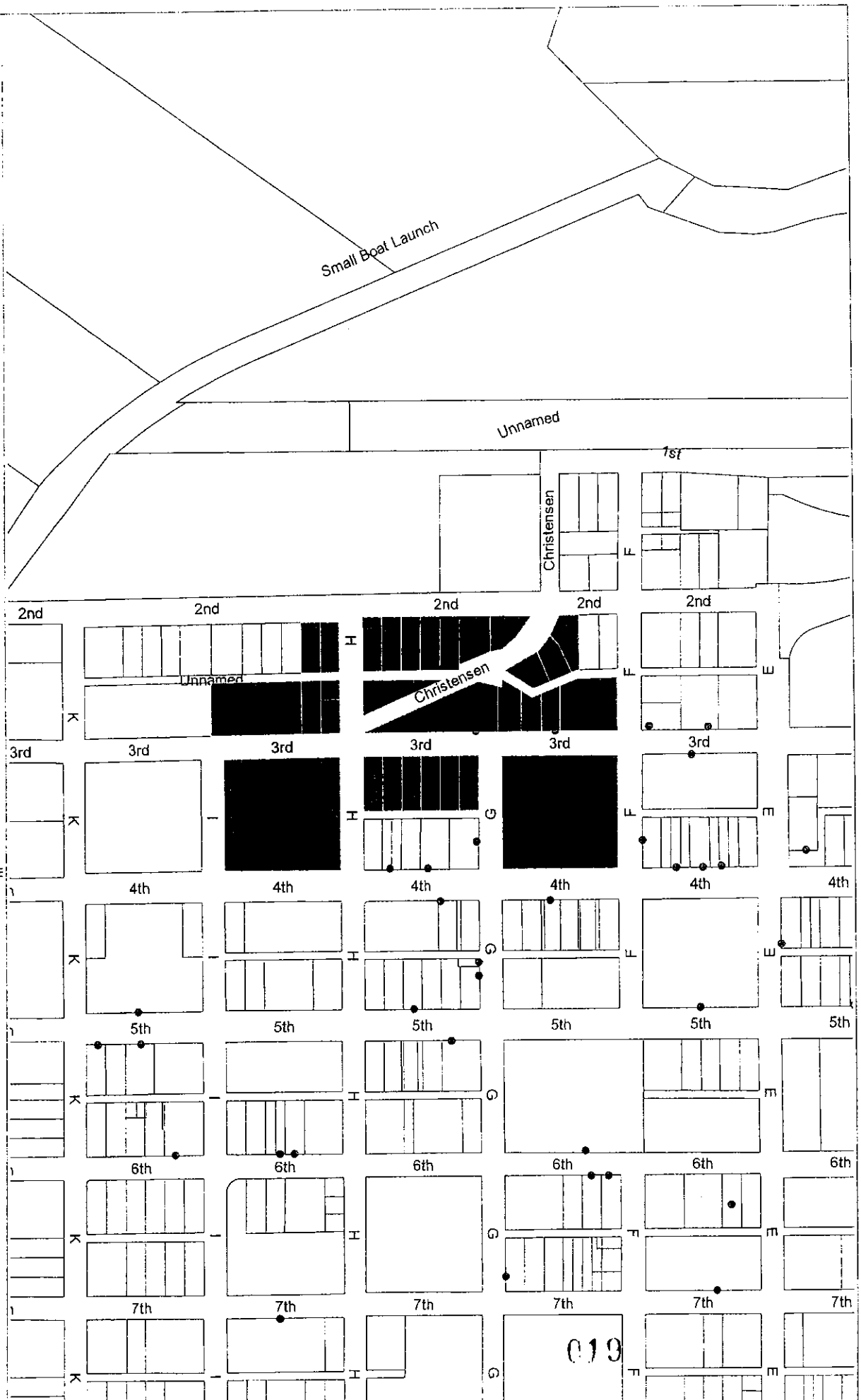
Txt

STREET_NAME



PARCELS

2011-023



CityView™

Municipal Software Corporation

Departmental Comments



MUNICIPALITY OF ANCHORAGE
Traffic Department



MEMORANDUM

DATE: February 15, 2011

TO: Angela Chambers, Acting Division Manager Zoning and Platting
Division

THRU: Leland R Coop, Traffic Engineer Associate

FROM: Dwayne Ferguson, Assistant Traffic Engineer

SUBJECT: Traffic Engineering Comments for March 15, 2011 Municipal Assembly
Public Hearing

**2011-023 Conditional Use Permit: Sales, Dispensing or Service of Alcoholic
Beverage**

The Traffic Department has no comment on this conditional use permit request.

**2011-026 Conditional Use Permit: Sales, Dispensing or Service of Alcoholic
Beverage**

The Traffic Department has no comment on this conditional use permit request.

021

Stewart, Gloria I.

From: Furch, Tom P.
Sent: Thursday, February 10, 2011 12:49 PM
To: Long, Patty R.; Coop, Leland R.; Inglis, Jillanne M.; Baus, Brian D.; Brink-Dushi, Sarah; Mullane, Michael E.; Keefer, Don C.; Ingle, Diane E.; Hill, Cleo C.; Wilde, Ron G.; Southard, Daniel R.; 'paulj.nangle@acsalaska.net'
Cc: McLaughlin, Francis D.; Stewart, Gloria I.; Weaver Jr., Jerry T.
Subject: RE: CU assembly case 2011-023
Case 2011-023
FIRE: No Objection

RECEIVED

FEB 10 2011

MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

From: Long, Patty R.
Sent: Thursday, February 10, 2011 12:37 PM
To: Coop, Leland R.; Inglis, Jillanne M.; Baus, Brian D.; Brink-Dushi, Sarah; Mullane, Michael E.; Keefer, Don C.; Ingle, Diane E.; Furch, Tom P.; Hill, Cleo C.; Wilde, Ron G.; Southard, Daniel R.; 'paulj.nangle@acsalaska.net'
Cc: McLaughlin, Francis D.; Stewart, Gloria I.; Weaver Jr., Jerry T.
Subject: CU assembly case 2011-023

Case 2011-023 (see attachment) which was routed for comments on 1/26/11 has been moved up from the original hearing date of 3/15/11 to 3/08/11 due to hearing schedule change. Please submit any comments on this cases a.s.a.p. so that staff can include them with the packet going to the assembly. You can also send any comments directly to Francis McLaughlin Sr. Planner @ McLaughlinfd@muni.org

Thank you,
Patty Long
Planning Division
Zoning Section
343-7934

022

2/13/2011

Stewart, Gloria I.

From: Southard, Daniel R.
Sent: Thursday, February 10, 2011 1:29 PM
To: Long, Patty R.; Coop, Leland R.; Inglis, Jillanne M.; Baus, Brian D.; Brink-Dushi, Sarah; Mullane, Michael E.; Keefer, Don C.; Ingle, Diane E.; Furch, Tom P.; Hill, Cleo C.; Wilde, Ron G.; 'paulj.nangle@acsalaska.net'
Cc: McLaughlin, Francis D.; Stewart, Gloria I.; Weaver Jr., Jerry T.
Subject: RE: CU assembly case 2011-023
Maintenance and Operations/Street Maintenance have no objections.

RECEIVED

FEB 10 2011

MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

From: Long, Patty R.
Sent: Thursday, February 10, 2011 12:37 PM
To: Coop, Leland R.; Inglis, Jillanne M.; Baus, Brian D.; Brink-Dushi, Sarah; Mullane, Michael E.; Keefer, Don C.; Ingle, Diane E.; Furch, Tom P.; Hill, Cleo C.; Wilde, Ron G.; Southard, Daniel R.; 'paulj.nangle@acsalaska.net'
Cc: McLaughlin, Francis D.; Stewart, Gloria I.; Weaver Jr., Jerry T.
Subject: CU assembly case 2011-023

Case 2011-023 (see attachment) which was routed for comments on 1/26/11 has been moved up from the original hearing date of 3/15/11 to 3/08/11 due to hearing schedule change. Please submit any comments on this cases a.s.a.p. so that staff can include them with the packet going to the assembly. You can also send any comments directly to Francis McLaughlin Sr. Planner @ McLaughlinfd@muni.org

Thank you,
Patty Long
Planning Division
Zoning Section
343-7934

023

2/13/2011

Municipality Of Anchorage
ANCHORAGE WATER & WASTEWATER UTILITY

RECEIVED

M E M O R A N D U M

FEB 02 2011

MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

DATE: February 2, 2010

TO: Angela Chambers, Supervisor, Planning Section, Planning Division

FROM: Paul Hatcher, Engineering Tech III, AWWU *PAH*

SUBJECT: **Zoning Case Comments**
Planning & Zoning Commission Hearing March 15, 2011
Agency Comments due February 15, 2011

AWWU has reviewed the materials and has the following comments.

11-023 ORIGINAL BLK 15 LT 14A, A request concept/final approval of a conditional use to permit: the sales, dispensing, or service of alcoholic beverage, Grid SW1230

1. AWWU water and sanitary sewer are available to this parcel.
2. AWWU has no objection to this conditional use.

11-026 SECTION SIXTEEN TR C, A request concept/final approval of a conditional use to permit: a golf course alcohol license, Grid SW2435

1. AWWU water and sanitary sewer are not available to this parcel.
2. AWWU has no objection to this conditional use.

If you have any questions pertinent to public water and sanitary sewer, you may call me at 564-2721 or the AWWU planning section at 564-2739, or e-mail paul.hatcher@awwu.biz

MUNICIPALITY OF ANCHORAGE



Community Development Department
Development Services Division

Mayor Dan Sullivan

Private Development Section

RECEIVED

FEB 10 2011

MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

MEMORANDUM

Comments to Miscellaneous Planning and Zoning Applications

DATE: February 10, 2011
TO: Angela Chambers – Manager, Zoning and Platting
FROM: Don Keefer, Private Development Manager
SUBJECT: Comments for Assembly Public Hearing date March 08, 2011

Case No. 2011-023 – Brewing Capital, Inc.

A request for concept/final approval of a conditional use to permit an alcoholic beverage dispensary use.

Private Development has no objection to the conditional use.

Case No. 2011-026 – O Malley's on the Green.

A request for concept/final approval of a conditional use to permit an alcoholic beverage dispensary use.

Private Development has no objection to the conditional use.

025

Municipality of Anchorage
Treasury Division
Memorandum

RECEIVED

Date: January 27, 2011

JAN 28 2011
MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

To: Angela Chambers
Patty Long
Planning Dept.

From: Diana Flavin, Revenue Officer

Subject: Liquor License Conditional Use Comments

Request for conditional use permit 2011-023 for Anchorage Brewing Co located at 717 W 3rd Ave, Anchorage, AK.

I find no outstanding taxes on this account and have no reason to protest it.

Application

Application for Conditional Use Retail Sale Alcoholic Beverages

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

Please fill in the information asked for below.

PETITIONER*		PETITIONER REPRESENTATIVE (IF ANY)	
Name (last name first) Fletcher, Gabriel		Name (last name first)	
Mailing Address 1601 Bannister Dr. Anchorage, AK 99508		Mailing Address	
Contact Phone: Day: 360-5104 Night: 360-5104		Contact Phone: Day: Night:	
FAX:		FAX:	
E-mail: anchorage brewing@gmail.com		E-mail:	

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

PROPERTY INFORMATION		
Property Tax #(000-000-00-000): 002-107-50-000		
Site Street Address: 717 West 3rd Ave. Anchorage, AK 99501		
Property Owner (if not the Petitioner): Brewery Capital Inc.		
Current legal description: (use additional sheet in necessary) Original Block 15LT 14A		
Zoning: B-2C	Acreage: 29,847sf	Grid # SW 1230

ALCOHOLIC BEVERAGE CONTROL BOARD LICENSE PROPOSED		
<input type="checkbox"/> Beverage Dispensary	<input type="checkbox"/> Private Club	<input type="checkbox"/> Restaurant, exempt
<input type="checkbox"/> Beverage Dispensary-Tourism	<input type="checkbox"/> Public Convenience	<input type="checkbox"/> Theater
<input type="checkbox"/> Brew Pub	<input type="checkbox"/> Recreational	<input checked="" type="checkbox"/> Other (Please explain):
<input type="checkbox"/> Package Store	<input type="checkbox"/> Restaurant	brewery Licence
Is the proposed license: <input checked="" type="checkbox"/> New <input type="checkbox"/> Transfer of location: ABC license number:		
Transfer license location:		
Transfer licensed premises doing business as:		

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 conditional 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 conditional use. I also understand that assigned hearing dates are tentative and may have to be postponed by Planning Department, Municipal Clerk, or the Assembly for administrative reasons.

Date 1-19-2011	Signature (Agents must provide written proof of authorization) Gabe Fletcher	Case Number 028
Accepted by: AC	Poster & Affidavit: Yes	Fee \$ 1980-

COMPREHENSIVE PLAN INFORMATIONAnchorage 2020 Urban/Rural Services: ☒ Urban ☐ RuralAnchorage 2020 West Anchorage Planning Area: ☐ Inside ☐ Outside

Anchorage 2020 Major Urban Elements: Site is within or abuts:

- ☐ Major Employment Center ☒ Redevelopment/Mixed Use Area ☐ Town Center
☐ Neighborhood Commercial Center ☐ Industrial Center
☐ Transit - Supportive Development Corridor

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): AR 2000-246, #4059 Brewpub, #4058 Beverage Dispensary
☐ Zoning variance - Case Number(s):
☐ Land Use Enforcement Action for
☐ Building or Land Use Permit for
☐ Wetland permit: ☐ Army Corp of Engineers ☐ Municipality of Anchorage

DOCUMENTATION

- Required:
- ☒ Original signed application, plus 12 sets of:
 - ~~M/A~~ ☐ Building Permit application for new construction or change of use, if applicable
 - ☒ 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.
 - ☒ Completed application and narrative: explaining the project; construction, operation schedule, and open for business target date.
 - ☒ Zoning map showing the proposed location.
 - ☒ Completed Alcoholic Beverage Control Board liquor license application form including all drawings and attachments, if filed with ABC Board.
- Optional: ☐ Traffic impact analysis ☐ Economic impact analysis ☐ Noise impact analysis

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 conditional use permit for the retail sales of alcoholic beverages on a property under (MY)(OUR) ownership and that as part of the conditional use permit process the Assembly may apply conditions which will be (MY)(OUR) responsibility to satisfy.

See attached letter

Date

Signature

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

FACILITY OPERATIONAL INFORMATION

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

Anchorage Brewing Company

What is the gross leaseable floor space in square feet?

Building = 27,944 sq ft Brewery within = 2675 sq ft

What is the facility occupant capacity?

N/A

What is the number of fixed seats (booth and non movable seats)?

0

What is the number non-fixed seats (movable chairs, stools, etc.)?

0

What will be the normal business hours of operation?

Working hours 8am to 10pm, 7 days per week. Deliveries during business hours only.

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

N/A

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

100 % Alcoholic beverage sales wholesale only

% 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" or "adult entertainment" as set forth by AMC 8.50.020 Minors-Disseminating indecent material? ☐ Yes ☒ No

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

DISTANCE FROM CHURCHES, DAY CARE, AND SCHOOLS

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

Name

Address

There are none within 200 feet

PACKAGE STORES

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

N/A % less than \$5.00

N/A % \$5.00 to \$10.00

N/A % \$10.00 to \$25.00

N/A % greater than \$25.00

CONDITIONAL USE STANDARDS

The Assembly may only approve the conditional use if it finds that **all** of the following 4 standards 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. Use additional paper if needed.

Explain how the proposed conditional use furthers the goals and policies of the comprehensive development plan and conforms to the comprehensive development plan in the manner required by AMC 21.05.

Anchorage Brewing Company will produce locally made craft beers for sale to distributors with in and outside the the state. Policy # 18, #21, #22

Explain how the proposed conditional use conforms to the standards for that use in this title and regulations promulgated under this title.

This use is compatible with existing land uses in the surrounding neighborhood.

Explain how the proposed conditional use will be compatible with existing and planned land uses in the surrounding neighborhood and with the intent of its use district.

This is the Downtown Central Business district and area. There are no protected uses "Church, Schools, ect." within 200feet.

Training. If application is made for issue, renewal or transfer of a beverage dispensary license, restaurant or eating place license, or package store license, whether the applicant can 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.). Until such plan is approved, training by a licensee's employees in the T.A.M. shall constitute compliance with this ordinance.

How many employees in direct contact with alcohol will be trained in accordance with the Alcoholic Beverage Control Board's Liquor Server Awareness Training Program? *N/A*

There will be no serving of alcoholic beverages.

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 this code.

- | | | |
|------------------------------|--|---|
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Happy hours? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Games or contests that include consumption of alcoholic beverages? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Patron access and assistance to public transportation? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Notice of penalties for driving while intoxicated posted or will be posted? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Non-alcoholic drinks available to patrons? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Solicitation or encouragement of alcoholic beverage consumption? |

N/A

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: *N/A*

outside facility: *N/A*

Explain how the proposed conditional use will not have a permanent negative impact on the items listed below substantially greater than that anticipated from permitted development:

1. Pedestrian and vehicular traffic circulation and safety.

This will not generate additional traffic or needed parking. Only one person will be working at any given time.

2. The demand for and availability of public services and facilities.

No additional public services or facilities will be needed. I will be using all existing facilities.

3. Noise, air, water or other forms of environmental pollution.

N/A

4. The maintenance of compatible and efficient development patterns and land use intensities.

This use is compatible with development patterns and land uses. I will be using the Snow Goose's existing space to make and bottle beer.

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 and will conform to the separate standards of AMC 21.50.020.

How many active liquor licenses are located on the same property as your proposed license? The Snow Goose has a brewpub license and beverage Dispensary license.

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

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? unknown

In your opinion, is this quantity of licenses a negative impact on the local community? No.

Local businesses contribute to the overall wellbeing of the community and provide opportunities for tourism and entertainment in the downtown central business district.

033

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*

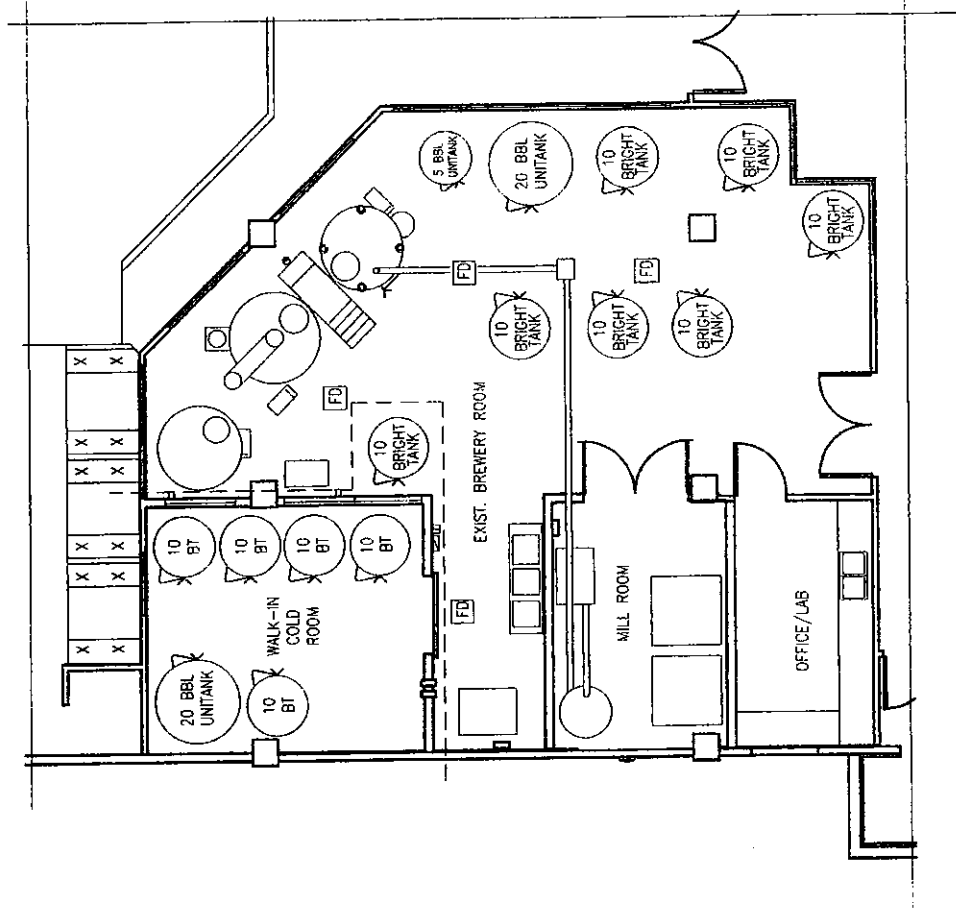
This is a new business.

Dear Assembly Members,

I am applying for an amendment to an existing conditional use permit to allow a brewery. The zoning district is B-2C. As stated in (AMC) 21.40.170.B.1 and 21.40.170.C.1, Alcohol is a permitted use by a conditional use in B-2C. My proposed use is accessory to the Snow Goose's current conditional use, so it's only necessary to amend the current conditional use. I will be the only employee of the Anchorage Brewing Company. I will only be producing an average of 400 barrels (12,400 gallons) per year with a maximum of 600 barrels (18,600 gallons) per year. I will be utilizing the Snow Goose's existing equipment and existing space, so my business will have no additional land use impacts. Most of my production occurs in the winter months when production slows for the Snow Goose. I will only be selling beer 6 times per year to two different distributors. So I will only have around 12 pick-ups per year for my product. I have a 6-year lease with the Snow Goose, at the last year or before that I plan on building my own facility at a different location and purchasing my own equipment with the funds I will be able to save with such low overhead. I will also be helping the Snow Goose financially through the slower winter months by leasing some underutilized space. Right now the Snow Goose is producing around 1,500 barrels (46,500 gallons) a year and just down the street the Glacier Brewhouse is producing around 4000 barrels (124,000 gallons) per year. My production is very small in comparison so my impact to the area will be very negligible.

Thank you for your time and consideration,

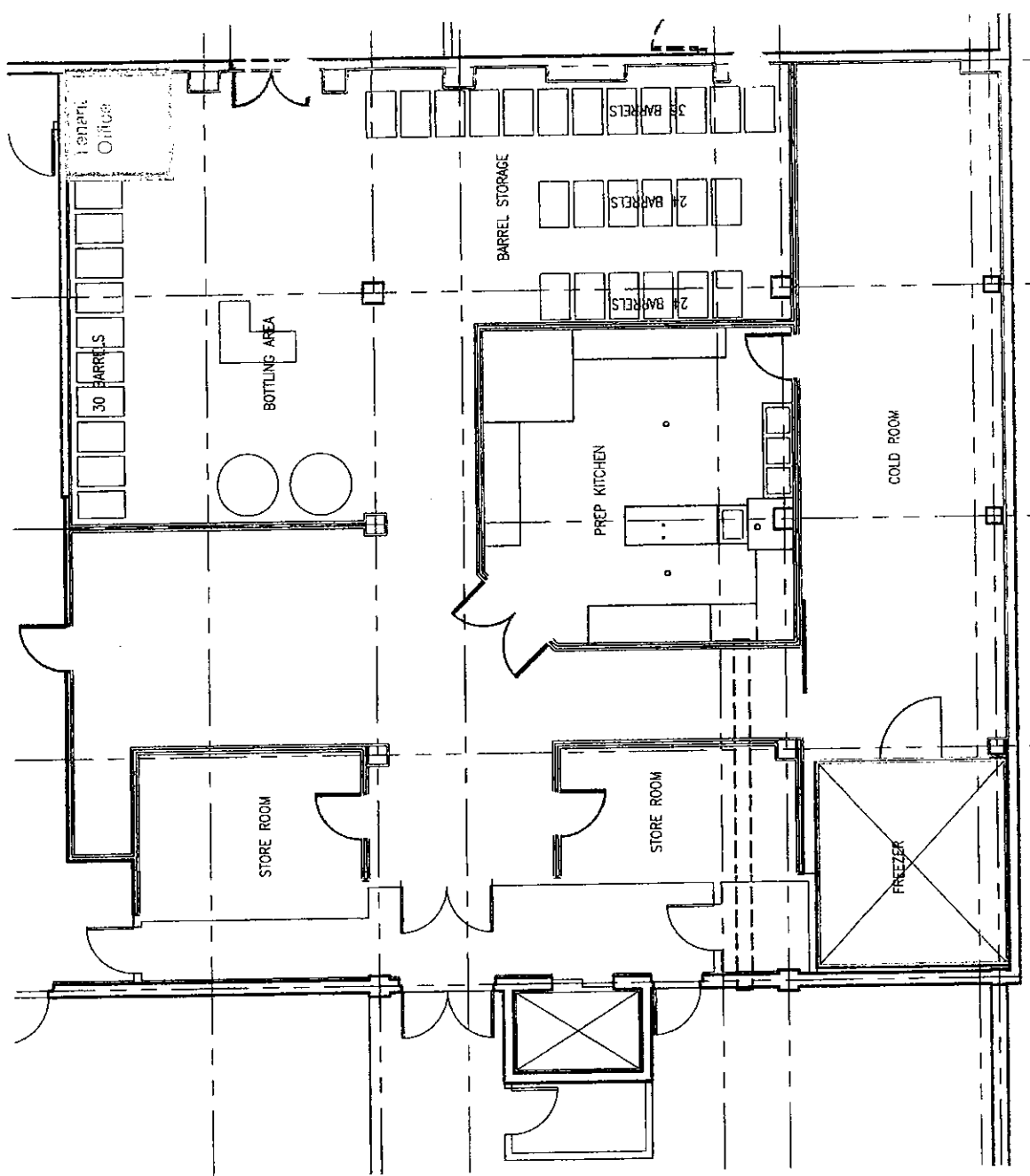
A handwritten signature in black ink, appearing to read "John Flotter". The signature is fluid and cursive, with the first name "John" being more prominent than the last name "Flotter".



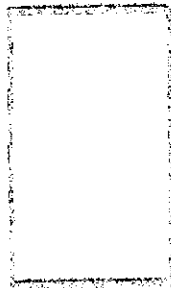
legend

- TENANT AREA
- HOST AREA
- SHARED AREA

first floor plan
scale: 1/8" = 1'-0"



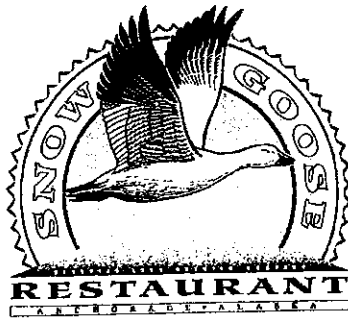
basement floor plan
scale: 1/8" = 1'-0"



legend

- TENANT AREA
- HOST AREA
- SHARED AREA

Finance Office
3401 Denali St., 202-A
Anchorage, Alaska
99503



Gary J. Klopfer
Member Manager/Owner
Phone: (907) 561-2274
Fax: (907) 563-9354

January 19, 2011

Francis McLaughlin
Senior Planner
Municipality of Anchorage

Re: Conditional Use Permit

Mr. McLaughlin;

I am the President of Brewery Capital Inc. and the Managing Member of the Snow Goose Restaurant and Brewery LLC. The Snow Goose is located at **717 West Third Avenue, Anchorage AK 99501** with a legal description of **Original Subdivision, Block 15, Lot 14A**. The Tax Parcel number is **002-107-50-000**.

The intent of this letter is to authorize the amending of my conditional use permit to allow a brewery license. This brewery license will be operated by **Gabe Fletcher**, managing member of the **Anchorage Brewery LLC**.

Thank you for your prompt attention to this detail and if you have any questions please call me on my cell at 440-4104.

Sincerely;

Gary J Klopfer



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717 West Third Avenue, Anchorage, Alaska 99501 (907) 277-7727 www.alaskabeers.com

Alcoholic Beverage Control Board
5848 E Tudor Rd
Anchorage, AK 99507

New Liquor License

PAGE 1 OF 2
(907) 269-0350
Fax: (907) 272-9412
www.dps.state.ak.us/abc

This application is for:

- ☐ Seasonal - Two 6-month periods in each year of the biennial period beginning _____ and ending _____
Mo/Day Mo/Day
- ☐ Full 2-year period

7402
7403
7404

SECTION A. LICENSE INFORMATION. Must be completed for all types of applications.			FEES
License Year: 2011	License Type: Brewery License	Statute Reference	License Fee: \$1000
(Office Use Only) License #: 5031		Sec. 04.11. 130	Filing Fee: \$100.00
Local Governing Body: (City, Borough or Unorganized) Anchorage	Community Council Name(s) & Mailing Address: Paul Nangle : 101 Christenson Dr. Anchorage, AK 99501(Pres.) Deidre Cronin : 609 F ST. Anchorage, AK 99501 (Vice Pres.)		Fingerprint: (\$54.25 per person)
Name of Applicant (Corp/LLC/LP/LLP/Individual/Partnership): Anchorage Brewing LLC	Craig Cook (Treasurer)		Total Submitted: \$ 1100
	Doing Business As (Business Name): Anchorage Brewing Company	Business Telephone Number: 907-360-5104	Fax Number:
Mailing Address: 1601 Bannister Drive	Street Address or Location of Premise: 717 W 3 rd AVE Anchorage, AK 99501	Email Address: anchoragebrewing@gmail.com	
City, State, Zip: Anchorage, AK 99508			

SECTION B. PREMISES TO BE LICENSED. Must be completed.	
Closest school grounds Denali Montessori Elementary School 1 mile	<i>Distance measured under:</i> X AS 04.11.410 OR <input type="checkbox"/> Local ordinance No. _____
Closest church: The Holy Mass Cathedral 830 feet	<i>Distance measured under:</i> X AS 04.11.410 OR <input type="checkbox"/> Local ordinance No. _____
Premises to be licensed is: <input type="checkbox"/> Proposed building X Existing facility <input type="checkbox"/> New building	<input type="checkbox"/> Premises is GREATER than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input type="checkbox"/> Premises is LESS than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. X Not applicable <input type="checkbox"/> Plans submitted to Fire Marshall (required for new & proposed buildings) X Diagram of premises attached

SECTION C. Individual, corporate officer, limited liability organization member, manager or partner background.				
Does any individual, corporate officer, director, limited liability organization member, manager or partner named in this application have any direct or indirect interest in any other alcoholic beverage business licensed in Alaska or any other state?				
<input type="checkbox"/> Yes X No If Yes, complete the following. Attach additional sheets if necessary.				
Name	Name of Business	Type of License	Business Street Address	State
Has any individual, corporate officer, director, limited liability organization member, manager or partner named in this application been convicted of a felony, a violation of AS 04, or been convicted as a licensee or manager of licensed premises in another state of the liquor laws of that state?				
<input type="checkbox"/> Yes X No If Yes, attach written explanation.				

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Office use only

Date Approved	Director's Signature
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Liquor License

Corporations, LLCs, LLPs and LPs must be registered with the Dept. of Community and Economic Development.

Name of Entity (Corporation/LLC/LLP/LP) (or N/A if an Individual ownership) Anchorage Brewing LLC		Telephone Number 907-360-5104	Fax Number
Corporate Mailing Address: 1601 Bannister Drive	City Anchorage	State Alaska	Zip Code 99508
Name, Mailing Address and Telephone Number of Registered Agent Gabriel J. Fletcher 1601 Bannister Drive Anchorage, AK 99508		Date of Incorporation OR Certification with DCED	State of Incorporation
Is the Entity in compliance with the reporting requirements of Title 10 of the Alaska Statutes? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, attach written explanation. Your entity must be in compliance with Title 10 of the Alaska Statutes to be a valid liquor licensee.			

Entity Members (Must include President, Secretary, Treasurer, Vice-President, Manager and Shareholder/Member with at least 10%)

Name	Title	%	Home Address & Telephone Number	Work Telephone Number	Date of Birth
Gabriel J. Fletcher	Mng. Member	70	1601 Bannister Drive Anchorage, AK 99508	907-360-5104	5/7/1976
Jacenda J. Fletcher	Member	70	1601 Bannister Drive Anchorage, AK 99508	907-360-5104	1/18/1981
Stephen Marshall	Member	30	P.O. Box 243323 Anchorage, AK 99524	907-529-0110	3/22/1954
Sharon L. Marshall	Member	30	P.O. Box 243323 Anchorage, AK 99524	907-529-0110	5/29/59

NOTE: On a separate sheet provide information on ownership other organized entities that are shareholders of the licensee.

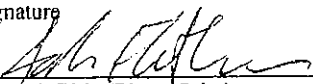
Individual Licensees/Affiliates (The ABC Board defines an "Affiliate" as the spouse or significant other of a licensee. Each Affiliate must be listed.)

Name: Address:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>	Name: Address:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>
Home Phone: Work Phone:	Date of Birth:	Home Phone: Work Phone:	Date of Birth:
Name: Address:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>	Name: Address:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>
Home Phone: Work Phone:	Date of Birth:	Home Phone: Work Phone:	Date of Birth:

Declaration

- I declare under penalty of perjury that I have examined this application, including the accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct and complete, and this application is not in violation of any security interest or other contracted obligations.
- I hereby certify that there have been no changes in officers or stockholders that have not been reported to the Alcoholic Beverage Control Board. The undersigned certifies on behalf of the organized entity, it is understood that a misrepresentation of fact is cause for rejection of this application or revocation of any license issued.
- I further certify that I have read and am familiar with Title 4 of the Alaska statutes and its regulations, and that in accordance with AS 04.11.450, no person other than the licensee(s) has any direct or indirect financial interest in the licensed business.
- I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

Signature of Licensee(s)

Signature 	Signature
Name & Title (Please Print) Gabriel J. Fletcher	Name & Title (Please Print)
Subscribed and sworn to before me this 6 th day of January, 2011.	Subscribed and sworn to before me this 6 th day of January, 2011.

Alcoholic Beverage Control Board
5848 E Tudor Rd
Anchorage, AK 99507

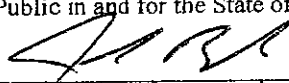
New Liquor License

PAGE 1 OF 2

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This application is for:

- ☐ **Seasonal** – Two 6-month periods in each year of the biennial period beginning _____ and ending _____
Mo/Day Mo/Day
- ☒ **Full 2-year period**

Notary Public in and for the State of Alaska 	Notary Public in and for the State of Alaska
My commission expires: <u>2/23/2011</u>	My commission expires: <u>2</u>
New License App 3/09	

Notary Public
JUDAH B. ALLEN
State of Alaska
My Commission Expires Feb. 23, 2011

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Office use only

Date Approved	Director's Signature
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STATE OF ALASKA
ALCOHOLIC BEVERAGE CONTROL BOARD

AFFIDAVIT IN CONNECTION WITH POSTING LIQUOR LICENSE APPLICATION
Section 04.11.260, 04.11.310, & AAC 104.125 Alaska Statutes, Title 4

POSTING AFFIDAVIT

I, the undersigned, being first duly sworn on oath, depose and say that:

1. a. Posting of application for a new ____ Brewery

for _____ Anchorage Brewing Company

located at _ 717 W 3rd Ave Anchorage, AK 99501

(address and/or location)

OR

- b. Posting of application for transfer of a _____ liquor license

currently issued to _____ whose business name (d/b/a)

is _____ located at _____

(address and/or location)

2. Has been completed by me for the following 10 FULL day period:

____ Dec 27, 2010

to

Jan 6, 2011

*** Prior to the filing of said application, a true copy of the application was posted at the following described locations: (name and address of location)

- a. Location of premises to be licensed _ 317 W 3rd Ave Anchorage, AK 99501

- b. Other conspicuous location in the area Post Office 320 W 5th Ave # 348, Anchorage

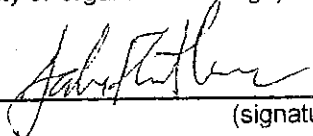
3. I believe that with the approval of this application population would not at one time exceed in the aggregate of one license of the type requested for population as provided by law. AS 04.11.400 (check one)

- a. () a radius of five (5) miles of the proposed location.

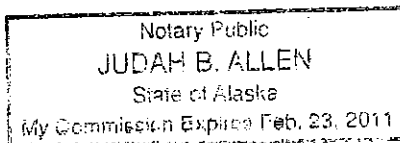
- b. (X) an incorporated city, organized borough or unified municipality.

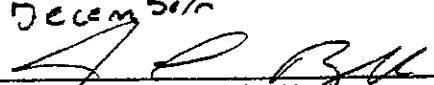
- c. () does not apply (application filed under AS 04.11.400(d)(e)(g) or transfer of license holder or location within an incorporated city or unified municipality or organized borough).

- d. () established village.


(signature)

SUBSCRIBED and SWORN to me this 23 day of December, 20 10.

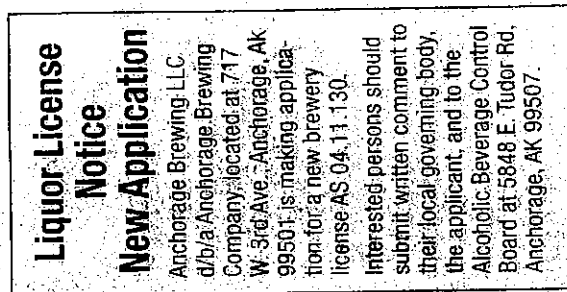



Notary Public in and for Alaska

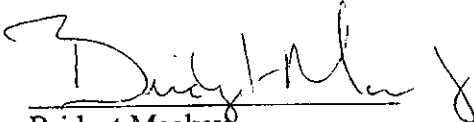
My commission expires: 2/23/2011

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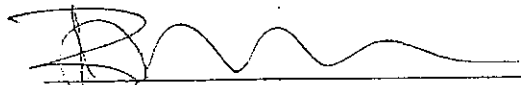
ANCHORAGE PUBLISHING, CO.
540 E. Fifth Avenue
Anchorage, Alaska 99501
Phone: 561-7737 Fax: 561-7777

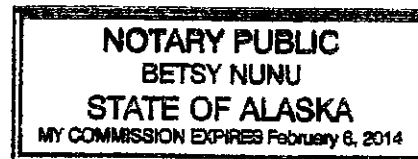


I, Bridget Mackey, advertising representative for Anchorage Publishing, Co., verify that the liquor license notice for Anchorage Brewing appeared in the December 16, December 23, and December 30, 2010 issues of the Anchorage Press Newspaper.


Bridget Mackey

Subscribed and sworn to me in the Municipality of Anchorage, in the state Alaska, on this 16th day of January, 2011


Notary Public Signature
16th February 2014
Commission Expires



ANCHORAGE BREWING LLC

Operating Agreement

This Operating Agreement of Anchorage Brewing LLC, a limited liability company organized pursuant to the Act, is entered into and shall be effective as of the 9th day of September, 2010, by and among the Company and the persons executing this Agreement whether as Members or Managers.

ARTICLE I

Formation

1. Organization

The Company is organized as an Alaska limited liability company pursuant to the provisions of the Act.

2. Agreement, Effect of Inconsistencies with Act

For and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Members, Company, and Managers executing the Company Agreement hereby agree to the terms and conditions of the Company Agreement, as it may from time to time be amended according to its terms. It is the express intention of the Members, the Company, and the Managers that the Company Agreement shall be the sole source of agreement of the parties, and, except to the extent a provision of the Company Agreement expressly incorporates federal income tax rules by reference to sections of the Code or Regulations or is expressly prohibited or ineffective under the Act, the Company Agreement shall govern, even when inconsistent with, or different than, the provisions of the Act or any other law or rule. To the extent any provision of the Company Agreement is prohibited or ineffective under the Act, the Company Agreement shall be considered amended to the smallest degree possible in order to make the agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make any provision of the Company Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment. It is agreed that each Member and Managers shall be entitled to rely on the provisions of this agreement, and no Member or Managers shall be liable to the Company or to any Member or Managers for any action or refusal to act taken in good faith reliance on the terms of this agreement. The Members and Managers of the Company hereby agree that the duties and obligations imposed on the Members or Managers of the Company are such as shall be those set forth in this operating agreement, which is intended to govern the relationship among the Company, the Managers, and the Members, notwithstanding any provision of the Act or common law to the contrary.

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3. Name

The name of the Company is Anchorage Brewing LLC, and all business of the Company shall be conducted under that name or under any other name, but in any case, only to the extent permitted by applicable law.

4. Effective Date

The Company Agreement shall become effective upon the date first indicated above.

5. Term

The existence of the Company is not limited by any fixed term.

6. Registered Agent and Office

The registered agent for the service of process and the registered office shall be that person and location reflected in the Articles as filed with the Department of Community and Economic Development of the State of Alaska. The Managers, may, from time to time, change the registered agent or office through appropriate filings with the Department of Community and Economic Development of the State of Alaska. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Managers shall promptly designate a replacement registered agent or file a notice of change of address as the case may be. If the Managers shall fail to designate a replacement registered agent or change of address of the registered office, any Member may designate a replacement registered agent or file a notice of change of address.

7. Principal Office

The Principal Office of the Company shall be located at:

1601 Bannister Drive
Anchorage, Alaska 99508

ARTICLE II

DEFINITIONS

For the purposes of this operating agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

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1. Act

The Alaska Limited Liability Company Act and all amendments to the Act.

2. Additional Member

A Member other than an Initial Member or a Substitute Member who has acquired a Membership Interest from the Company.

3. Admission Agreement

The Agreement between an Additional Member and the Company described in the Article XIII.

4. Articles

The Articles of Organization of the Company as properly adopted and amended from time to time by the Members and filed with the Commissioner of Commerce and Economic Development.

5. Assignee

A person to whom a Membership Interest has been transferred who has not been admitted as a Substituted Member.

6. Bankrupt Managers

A Managers who: (1) has become the subject of an Order for Relief under the United States Bankruptcy Code, or (2) has initiated, either in an original proceeding or by way of answer in any state insolvency or receivership proceeding, an action for liquidation arrangement, composition, readjustment, dissolution, or similar relief.

7. Business Day

Any day other than Saturday, Sunday, or any legal holiday observed in the State of Alaska.

8. Capital Account

The account maintained for a Member or Assignee determined in accordance with Article VIII.

9. Capital Contribution

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Any combination of property, services, or the obligation to contribute property or services made by or on behalf of a Member of Assignee.

10. Code

The Internal Revenue Code of 1986 as amended from time to time.

11. Commitment

The Capital Contributions that a Member or Assignee is obligated to make.

12. Company

Anchorage Brewing LLC, a limited liability company formed under the laws of the State, and any successor limited liability company or business entity.

13. Company Agreement

This Operating Agreement including all amendments adopted in accordance with the Company Agreement and the Act.

14. Company Liability

Any enforceable debt or obligation for which the Company is liable or which is secured by any Company Property.

15. Company Minimum Gain

An amount determined by first computing for each Company Nonrecourse Liability any gain the Company would realize if it disposed of the Company Property subject to that liability for no consideration other than full satisfaction of the liability, and then aggregating the separately computed gains. The amount of Company Minimum Gain includes such minimum gain arising from a conversion, refinancing, or other change to a debt instrument, only to the extent a Member is allocated a share of that minimum gain. For any Taxable Year, the net increase or decrease in Company Minimum Gain is determined by comparing the Company Minimum Gain on the last day of the immediately preceding Taxable Year with the minimum gain on the last day of the current Taxable Year. Notwithstanding any provision to the contrary contained herein, Company Minimum Gain and increases and decreases in Company Minimum Gain are intended to be computed in accordance with Section 704 of the Code and the Regulations issued thereunder, as the same may be issued and interpreted from time to time. A Member's share of Company Minimum Gain at the end of any Taxable Year equals: the sum of Nonrecourse Deductions allocated if that Member (and to that Member's predecessors in interest) up to that time and the distributions made to that Member (and to that Member's predecessors in interest) up to that time of proceeds of a nonrecourse liability allocable to an increase in Company Minimum Gain minus the sum of that Member's (and that Member's predecessors in interest) aggregate share of the net

decrease in Company Minimum Gain plus their aggregate share of decreases resulting from re-evaluations of Company Property subject to one or more Company Nonrecourse Liabilities.

16. Company Nonrecourse Liability

A Company Liability to the extent that no Member or Related Person bears the economic risk of loss (as defined in SS1.752-2 of the Regulations) with respect to the liability.

17. Company Property

Any Property owned by the Company.

18. Contributing Members

Those Members making contributions as a result of the failure of a Delinquent Member to make the contributions required by the Commitment as described in Article VIII.

19. Default Interest Rate

The higher of the legal rate or the then current prime rate quoted by Wall Street Journal plus three percent.

20. Delinquent Member

A Member or Assignee who has failed to meet the Commitment of that Member or Assignee.

21. Direct Competition

Any business activity substantially similar to business activity of the Company, whether as an owner, investor, shareholder, employee, consultant, or any similar involvement.

22. Distribution

A transfer of Property to a Member on account of a Membership Interest as described in Article IX.

23. Disposition (Dispose)

Any sale, assignment, transfer, exchange, mortgage, pledge, grant, hypothecation, or other transfer, absolute or as security or encumbrance (including dispositions by will, trust, inheritance, or operation of law).

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24. Initial Capital Contribution

The Capital Contribution agreed to be made by the Initial Members as described in Article VIII.

25. Initial Members

Those persons identified on Exhibit A attached hereto and made a part hereof by this reference who have executed the Company Agreement.

26. Majority of the Managers

A majority by number of all the Managers.

27. Majority of the Members

Members having Sharing Ratios in excess of one half of the Sharing Ratios of all the Members entitled to vote on, consent to, or approve a particular matter. Assignees shall not be considered Members entitled to vote for the purpose of determining a Majority. In the case of a Member who has Disposed of that Member's entire Membership Interest to an Assignee, but has not ceased to be a Member as provided below, the Sharing Ratio of such Assignee shall be considered in determining a Majority of the Members and such Member's votes or consent shall be determined by such Sharing Ratio.

28. Majority of the Remaining Members

Remaining Members having Sharing Ratios in excess of one half of the Sharing Ratios of all the Remaining Members entitled to vote on, consent to, or approve a particular matter. Assignees shall not be considered Members entitled to vote for the purpose of determining a Majority. In the case of a Member who has Disposed of that Member's entire Membership Interest to an Assignee, but has not ceased to be a Member as provided below, the Sharing Ratio of such Assignee shall be considered in determining a Majority of the Members and such Member's votes or consent shall be determined by such Sharing Ratio.

29. Member

An Initial Member, Substituted Member, or Additional Member, including, unless the context expressly indicates to the contrary, a Manager or Assignee.

30. Manager

A Person selected to manage the affairs of the Company under Article VII hereof.

31. Member Minimum Gain

An amount determined by first computing for each Member Nonrecourse Liability any gain the Company would realize if it disposed of the Company Property subject to that liability for no consideration other than full satisfaction of the liability, and then aggregating the separately computed gains. The amount of Member Minimum Gain includes such minimum gain arising from a conversion, refinancing, or other change to a debt instrument, only to the extent a Member is allocated a share of that minimum gain. For any Taxable Year, the net increase or decrease in Member Minimum Gain is determined by comparing the Member Minimum Gain on the last day of the immediately preceding Taxable Year with the Minimum Gain on the last day of the current taxable Year. Any provision to the contrary contained herein, Member Minimum Gain and increases and decreases in Member Minimum Gain are intended to be computed in accordance with Section 704 of the Code and the Regulations issued thereunder, as the same may be issued and interpreted from time to time.

32. Member Nonrecourse Liability

Any Company Liability to the extent the liability is nonrecourse under state law, and on which a Member or related Person bears the economic risk of loss under SS1.752-2 of the Code because, for example, the Member or Related Person is the creditor or a guarantor.

33. Membership Interest

The rights of a Member or, in the case of an Assignee, the rights of the assigning Member, in Distributions (liquidating or otherwise) and allocations of the profits, losses, gains, deductions, and credits of the Company.

34. Money

Cash or other legal tender of the United States, or any obligation that is immediately reducible to legal tender without delay or discount. Money shall be considered to have a fair market value equal to its face amount.

35. Net Profit or Net Loss

The taxable income or loss for any period determined in accordance with Section 703(a) of the Code. Net Profits and Net Loss shall include all items of income, gain, loss, or deduction, regardless of whether they are computed without reference to separately stated items and shall include items described in Sections 705(a)(1)(B) and 705(a)(2)(B) of the Code.

36. Nonrecourse Liabilities

Nonrecourse liabilities include Company Nonrecourse Liabilities and Member Nonrecourse Liabilities.

37. Notice

Notice shall be in writing. Notice to Company shall be considered given when mailed first class mail postage prepaid addressed to any Managers in care of the Company at the address of Principal Office. Notice to a Member shall be considered given when mailed by first class mail postage prepaid addressed to the Member at the address reflected in the Company Agreement unless the Member has given the Company a Notice of a different address.

38. Offsettable Decrease

Any allocation that unexpectedly causes or increases a deficit in the Member's Capital Account as of the end of the taxable year to which the allocation relates attributable to depletion allowances under SS1.704(b)(2)(iv)(k) of the Regulations, allocations of loss and deductions under SS704(e)(2) or 706 of the Code or under SS1.751-1 of the regulations, or distributions that, as of the end of the year are reasonably expected to be made to the extent they exceed the offsetting increases to such Member's Capital Account that reasonably are expected to occur during or prior to the taxable years in which such distributions are expected to be made (other than increases pursuant to Minimum Gain Chargeback).

39. Organization

A Person other than a natural person. Organization includes, without limitation corporations (both non-profit and other corporations), partnerships (both limited and general), joint ventures, limited liability companies, and unincorporated associations, but the term does not include joint tenancies and tenancies by the entirety.

40. Organization Expenses

Those expenses incurred in the organization of the Company including the costs of preparation of the Company Agreement and Articles.

41. Person

An individual, trust, estate, or any incorporated or unincorporated organization permitted to be a member of a limited liability company under the laws of the State.

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42. Proceeding

Any administrative, judicial, or other adversary proceeding, including, without limitation, litigation, arbitration, administrative adjudication, mediation, and appeal or review or any of the foregoing.

43. Property

Any property real or personal, tangible or intangible, including money and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

44. Regulations

Except where the context indicates otherwise, the permanent, temporary, proposed, or proposed and temporary regulations of Department of the Treasury under the Code as such regulations may be lawfully changed from time to time.

45. Related Person

A person having a relationship to a Member that is described in SS1.752-4(b) of the Regulations.

46. Remaining Manager

In the event of a Manager who has any potential conflict of interest or transaction between a Manager and the Company, the Manager not having the potential conflict of interest or participating in the transaction.

47. Remaining Members

In the event of the Dissociation of a Member, all of the Members at the time of such Dissociation other than the Member who has dissociated. In the event of a Managers who has any potential conflict of interest or transaction between a Managers and the Company, the Managers not having the potential conflict of interest or participating in the transaction.

48. Removal

The act of the Remaining Members by which a Manager is removed as a Manager but may continue to be a Member.

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49. Resignation

The act of the Manager by which such he or she ceases to be a Manager but may continue to be a Member.

50. Sharing Ratio

With respect to any Member, the proportion that the Member's units bear to all units owned by all Members and Assignees.

51. Substitute Member

An Assignee who has been admitted to all of the rights of membership pursuant to the Company Agreement.

52. Taxable Year

The taxable year of the Company as determined pursuant to SS706 of the Code.

53. Taxing Jurisdiction

Any state, local, or foreign government that collects tax, interest, or penalties, however designated, on any Member's share of the income or gain attributable to the Company.

54. Unit

An equity owner's share of the Company's Net Profits, Net Loss and Distributions pursuant to this Company Agreement and the Act; share in allocations of income, gain, loss, deduction in credit or similar items; Capital Account; and, in case of Units owned by Members, the right to participate in the management or affairs of the Company. Units will normally be expressed as a percentage share. The Units may, at the option of the Managers, be represented by certificates. In the event certificates are issued such certificates will bear a legend indicating the restrictions on transferability set forth in this Company Agreement and such other legend as may be required or advisable under any law governing the issuance or transfer of securities.

ARTICLE III

NATURE OF BUSINESS

The Company may engage in any lawful business permitted by the Act, or the laws of any jurisdiction in which the Company may do business. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business as described in this Article III. Authority granted to the Managers to

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bind the Company, shall be limited to actions necessary or convenient to the business of the Company and as provided in this Company Agreement.

ARTICLE IV

ACCOUNTING AND RECORDS

1. Records to be Maintained

At the expense of the Company, the Managers shall maintain the following records at the Principal Office:

- 1.1 Current and past lists that state in alphabetical order the full name and last known mailing address of every Member;
- 1.2 A copy of the Articles and all amendments thereto, together with executed copies of any powers of attorney pursuant to which the Articles have been executed;
- 1.3 Copies of the Company's federal, foreign, state, and local income tax returns and reports, if any, for the three most recent years;
- 1.4 Copies of the Company Agreement including all amendments thereto and former Company Agreements;
- 1.5 Financial statements for the Company for the three most recent years including income and expenses relating to the Company;
- 1.6 If not set forth in the Company Agreement, a writing or other data compilation from which information can be obtained through retrieval devices into reasonably usable form setting forth the following:
 - 1.6.1 The amount of cash and a description and statement of the agreed value of the other property or services contributed by each Member and which each Member has agreed to contribute;
 - 1.6.2 The times at which or events on the happening of which any additional Commitments agreed to be made by each Member are to be made;
 - 1.6.3 Any right of a Member to receive, or of the Company to make, distributions to a Member which include a return of all or any part of the Member's Capital Contribution; and

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- 1.6.4 Any events upon the happening of which the Company is to be dissolved and its affairs wound up.

2. Reports and Inspections

The Managers shall provide at the Company's expense, monthly bookkeeping, income, and expense statements to the Members. All Company records shall be open to inspection by the Members at any time provided the Member requesting inspection gives reasonable notice to the Managers of his desire to inspect Company records. In the event a Member desires to copy Company records, such copies shall be made at the expense of the Company. The term Member in this Article IV does not include assignees.

ARTICLE V

NAMES AND ADDRESSES OF MEMBERS

The names and addresses of the Initial Members and Managers are as reflected on Exhibit A attached hereto and by this reference made a part hereof as if set forth fully herein.

ARTICLE VI

RIGHTS AND DUTIES OF MEMBERS AND MANAGERS

1. Liability of Members

No Member or Manager shall be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under the Company Agreement or the Act shall not be grounds for imposing personal liability on a Member or Manager for liabilities of the Company.

2. Exculpation and Indemnity

A Member who is not a Manager shall not be liable or accountable in damages or otherwise to the Company, Managers, or Members for any act or omission done or omitted by him or her in good faith. The Company shall indemnify each Member against any loss, damage, judgment, or claim incurred by or asserted against the Member (including reasonable attorneys' fees incurred in the defense thereof) arising out of any act or omission of the Member in connection with the Company, unless such act or omission constitutes willful misconduct or a breach of this Agreement on the part of the Member.

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3. Representation and Warranties

Each Member, and in the case of an organization, the person(s) executing the Company Agreement on behalf of the organization, hereby represents and warrants to the Company and each other Member that: (a) if the member is an organization, that it is duly organized, validly existing, and in good standing under the law of its state of organization and that it has full organizational power to execute and agree to the Company Agreement to perform its obligations hereunder; (b) that the Member is acquiring its interest in the Company for the Member's own account as an investment and without an intent to distribute the interest; and (c) the Member acknowledges that the interests have not been registered under the Securities Act of 1933 or any state securities laws, and may not be resold or transferred by the Member without appropriate registration or the availability of an exemption from such requirements.

4. Conflicts of Interest

- 4.1 Each Member and Manager may engage in any investment or business activities of his or her choice independent of the Company without having or incurring any obligation to offer any interest in such activities to the Company or any Member, except that a Manager is subject to the Competitive Restrictions set forth in Section 5 of this Article. Notwithstanding the foregoing, each Member and Manager shall account to the Company and hold as trustee for it any property, profit, or benefit derived by the Member or Manager, in the conduct and winding up of the Company business in the form of a use or appropriation by the Member or Manager of Company Property including information developed exclusively for the Company.
- 4.2 A Member or a Manager does not violate a duty or obligation to the Company merely because the Member's or the Manager's conduct furthers the Member's or the Manager's own interest. A Member or a Manager may lend money to and transact other business with the Company. The rights and obligations of a Member or a Manager who lends money to or transacts business with the Company are the same as those of a person who is not a Member or a Manager, subject to other applicable law. No transaction with the Company shall be voidable solely because a Member or a Manager has a direct or indirect interest in the transaction if either the transaction is fair to the Company, or all of the Members, in either case knowing the material facts of the transaction and the Member's or Manager's interest, authorize, approve, or ratify the transaction.

5. Competitive Restrictions

- 5.1 Each Manager covenants and agrees that, while a Manager and upon termination of status as Manager for any reason and for subsequent time

period of two (2) years, except with Company's prior written consent, the Manager will not engage in any business activities which are in Direct Competition with the business activities of the Company, nor will the Manager be associated with, or have a financial interest, either directly or indirectly, in any capacity, whether as an employer, employee, principal, agent, consultant, partner, stockholder, creditor, or otherwise, in any partnership, corporation, limited liability company or any other organization or entity that engage in any business activities which are in Direct Competition with the business activities of the Company at any location within the Municipality of Anchorage as the boundary of that entity is presently established.

- 5.2 Each Manager covenants and agrees that upon termination of status as Manager for any reason, and for a subsequent time period of two (2) years, except with Company's prior written consent, Manager will not, for any purpose engage, hire, offer to engage or hire, or enter into business with any Member, employee or independent contractor of the Company located within the Municipality of Anchorage as the boundary of that entity is presently established, whether as a joint venture, partnership, corporation, limited liability company, or otherwise.
- 5.3 Each Manager covenants and agrees that he will not, during or after membership with the Company, disclose to any other person or entity, any information, except as otherwise required by law, including, but not limited to, information about the Company, its employees, customers and business relationships that are treated as confidential by the Company in accordance with the Company's policies or applicable law and ethical constraints by which the Company is governed.
- 5.4 Each Manager agrees to consider all customer listings, mailing lists, financial information, as well as similar information learned of customers of the Company, to be confidential and the exclusive property of the Company that will not be converted to Manager's personal use nor disclosed to anyone for any purpose whatsoever. All records, filings, memoranda, reports, listings, equipment and the like relating to customers of the Company or the Company itself which the Member shall use, prepare or come into contact with shall remain the sole property of Company. Managers agree that upon request of Company, and in any event, upon termination of membership, Managers shall turn over to the Company all documents, papers and other materials in their possession, custody and control that may contain or be derived from Manager's service with the Company. Members agree that they shall have no proprietary interest in any work product developed or used by Members arising out of their status with the Company.

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- 5.5 For the purposes of this agreement, all customers are considered those of Company, and all customer records shall belong to and remain the property of Company.
- 5.6 Each Member and the Company acknowledge the reasonableness of the restrictions provided in this agreement, which have been negotiated at arm's length, and the parties agree that these restrictions shall be legally enforceable and shall not be challenged by any party in any court proceedings. Each Manager agrees that, upon breach of such provisions, the Company's remedy at law will be inadequate and Company shall be entitled, in addition to any other available remedies, to temporary and permanent injunctive relief without the necessity of proving actual damages or immediate irreparable harm, or for posting of bond. If any of these restrictions or the provisions of this agreement are adjudged unreasonable in any arbitration or court proceedings, the Managers and the Company agree to the reaffirmation of these restrictions by the arbitrator or court to limits that the arbitrator or court finds to be reasonable, and the parties will not assert that these restrictions should be eliminated in their entirety.

ARTICLE VII

MANAGEMENT

1. Management

The business and affairs of the Company shall be managed by its Manager(s). Except for situations in which Member approval is expressly required by this Company Agreement or by non-waivable provisions of applicable law, the Manager(s) shall be responsible for management of the business of the Company and shall have full and complete authority and discretion in the management of the Company's business and shall have full power and authority to take all actions and execute all instruments or other documents necessary, convenient, or appropriate to the conduct of such business. In the event that there is more than one Manager, all decisions shall be made by a majority by number of the Managers.

2. Number, Tenure and Qualifications

The Company shall initially have one Manager. The number of Managers shall be fixed from time to time by the affirmative vote of a majority of Members, but in no instance shall there be less than one Manager. Each Manager shall hold office until the Manager ceases to be a Manager. Additional or successor Managers shall be appointed by the majority vote of the Members. Managers need not be Members.

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3. Authority to Bind the Company

- 3.1 Only the Manager(s) and agents of the Company authorized by the Manager(s) shall have the authority to bind the Company. No Member who is not either a Manager or otherwise authorized as an agent shall take any action to bind the Company and each Member shall indemnify the Company for any costs or damages incurred by the Company as a result of the unauthorized action of such Member.
- 3.2 Subject to the provisions of this Article VII, the Manager(s) has the power, on behalf of the Company, to do all things necessary or convenient to carry out the ordinary business and affairs of the Company, including, without limitation:
- (a) The establishment of bank accounts for the deposit of all cash receipts of the Company; and
 - (b) The employment, fixing of terms of employment, and termination of employment of any or all non-executive employees, accountants, legal counsel, or other consultants.
- 3.3 No Manager(s) or other person shall have the authority to do any of the following on behalf of the Company (whether for the account of the Company or of any other legal entity represented by the Company) without the prior approval or concurrence of a majority of the Members:
- (a) Make distributions pursuant to Article IX, Paragraph 5 of this Agreement;
 - (b) Purchase, construct, or acquire real property or any capital asset;
 - (c) Sell, exchange, or dispose of any real property or any capital asset, or substantially all of the assets of the Company;
 - (d) Borrow money and, in connection therewith, grant a mortgage, security interest, loan, or other encumbrance on any of the Company's assets;
 - (e) Enter into any contract or agreement that either (i) creates a monetary obligation on the part of the Company greater than \$10,000 or (ii) has a term in excess of one (1) year;
 - (f) Enter into or conduct any contract or transaction described above for the Company in its capacity as general partner or other representative on behalf of any other legal entity;

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- (g) Do any act that is unrelated to the purpose of the Company or that otherwise contravenes any provision of this Agreement;
- (h) Pay to any Member or affiliate of a Member any commissions, fees, or other compensation for services except as expressly permitted under the terms of this Agreement;
- (i) Lend any funds of the Company to or guaranty the obligations of any Member or affiliate of a Member;
- (j) Sell or lease any property or Service to, or purchase or lease any property or service from, any Member or Manager or affiliate of a Member or Manager or enter into any other material transaction with any Member or Manager or affiliate of a Member or Manager;
- (k) Initiate any Proceeding in the Company's name;
- (l) Appoint Managers, executive employees and agents of the Company, define their duties, or establish their compensation;
- (m) Pay pensions and establish pension plans, pension trusts, profit sharing plans, and benefit and incentive plans for all or any of the current or former Members, Managers, employees, and agents of the Company;
- (n) Participate in partnership agreements, joint ventures, or other associations of any kind with any person or persons;
- (o) Indemnify Members, Managers or any other Person.

4. Compensation of Manager(s)

The salary and other compensation of the Manager(s) shall be fixed from time to time by the agreement of a majority of the Members and the Managers.

5. Cessation as Manager

Any Manager shall cease to be a Manager on the Manager's death, dissolution, incompetence, Resignation, or Removal, but not on the merger or conversion of the Manager or upon becoming a Bankrupt Manager. A Manager may resign at any time by giving written notice to the Members. The Resignation of any Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such Resignation shall not be necessary to make it effective. The Manager may be Removed, either with or without cause, by the affirmative vote of a majority of the Members. Any Member who has ceased to be a Manager shall continue to be a Member and such cessation shall not affect the rights of such Member as Member.

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6. Vacancies

Gabriel Jason Fletcher shall serve as the initial Manager of the Company. In the event that Gabriel Jason Fletcher shall resign or is otherwise unable to serve as Manager, a Successor Manager shall be selected by the affirmative vote of a majority of Members.

7. Deadlock Resolution

If any matter requiring the vote or approval of a Majority of the Members should receive the approval of exactly one-half of the Members entitled to vote thereon, each Member shall have the right to submit such matter for resolution under the commercial arbitration rules of the American Arbitration Society. The decision of the arbitrator regarding the resolution of any such deadlock shall be binding upon the Company and all Members and Managers for all purposes. If any matter requiring the vote or approval of a Majority in number of Managers should receive the approval of exactly one-half of the Managers entitled to vote thereon, each Manager shall have the right to submit such matter for resolution under the commercial arbitration rules of the American Arbitration Society. The decision of the arbitrator regarding the resolution of any such deadlock shall be binding upon the Company and all Members and Managers for all purposes.

8. Delegation

With the approval of a Majority of the Members, the Manager(s) may appoint a "Temporary Manager" who shall have the same powers and authority as the Manager(s) of the Company, including the authority to direct, manage and control the business of the Company to the best of his or her ability and shall have full and complete authority, power and discretion to make any and all decisions and to do and all things which the Manager(s) would have deemed to be reasonably required to accomplish the business and objective of the Company. The Temporary Manager shall be appointed for a term as determined in the reasonable discretion of the Manager(s) and said appointment as Temporary Manager may be revoked, without notice and without cause, by the Manager(s), or a majority of the Members at any time by written instrument.

9. Independent Activities

Except as may be limited in Section 4 of Article VI of this Agreement, each Member or Manager may engage in any investment or business activities of his or her choice independent of the Company without having or incurring any obligation to offer any interest in such activities to the Company.

10. Reimbursement of Expenses and Advancements

If any Member or Manager shall pay any proper obligation or liability of the Company or advance any funds to or for the benefit of the Company for the purpose of

discharging any of the Company's proper obligations or liabilities, the Member or Manager shall be entitled to receive from the Company full reimbursement of such payment or advance upon the giving of written notice or demand for the amount thereof to the Company, together with a reasonable explanation and documentation evidencing the purpose and amount of the payment or advance. If such payment or advance has not been reimbursed by the Company as required under this Section within thirty (30) days after the date notice or demand has been given, the unpaid portion thereof shall bear interest from the date of the notice or demand until paid at the default interest rate.

11. Meetings with Members

The Manager shall meet with the Members no less than one time each calendar quarter, to discuss with and advise the Members of the financial and operational status of the Company. All financial and accounting information available to the Manager shall be shared with and disclosed to the Members at these quarterly meetings.

ARTICLE VIII

CONTRIBUTIONS AND CAPITAL ACCOUNTS

1. Initial Contributions

Each Initial Member shall make the Capital Contribution described for that Member on Exhibit A at the time and on the terms specified on Exhibit A and shall perform that Member's Commitment. If no time for contribution is specified, the Capital Contributions shall be made upon the filing of the Articles with the Commissioner of Community and Economic Development. The value of the Capital Contributions shall be as set forth on Exhibit A. No interest shall accrue on any Capital Contribution and no Member shall have the right to withdraw or be repaid any Capital Contribution except as provided in the Company Agreement.

2. Additional Contributions

In addition to the Initial Capital Contributions and Commitments, the Members, by affirmative vote of a majority of the Members, may determine from time to time that additional contributions are needed to enable the Company to conduct its business. Upon making such a determination, notice shall be given to all Members in writing at least ten Business Days prior to the date on which such contribution is due. Such Notice shall set forth the amount of additional contribution needed, the purpose for which contribution is needed, and the date by which the Members should contribute. Each Member shall be entitled to contribute a proportionate share of such additional contribution. Except to the extent of a Member's unpaid Commitment, no Member shall be obligated to make any such additional contributions. In the event any one or more Members do not make their additional contribution, the other Members shall be given the opportunity to make the contributions. Each Additional Member shall make the Capital Contribution to which

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such Member has agreed, at the time or times and upon the terms to which the Members and the Additional Member agree.

3. Enforcement of Commitments

In the event any Member (a Delinquent Member) fails to perform the Delinquent Member's Commitment, the Members shall give the Delinquent Member a Notice of the failure to meet the Commitment. If the Delinquent Member fails to perform the Commitment (including any costs associated with the demand for compliance with the Commitment and interest on such obligation at the Default Interest Rate) within ten Business Days of the giving of Notice, the Members may take action, including but not limited to enforcing the Commitment in the court of appropriate jurisdiction in the state in which the Principal Office is located or the state of the Delinquent Member's address as reflected in the Company Agreement at the option of the Company. Each Member expressly agrees to the jurisdiction of such courts but only for the enforcement of Commitments. The Members may elect to allow the other Members to contribute the amount of the Commitment in proportion to such Members' Sharing Ratios, with those Members who contribute (Contributing Members) to contribute additional amounts equal to any amount of the Commitment not contributed. The Contributing Members shall be entitled to treat the amounts contributed pursuant to this Article as a loan from the Contributing Members bearing interest at the Default Interest Rate secured by the Delinquent Member's interest in the Company. Until they are fully repaid the Contributing Members shall be entitled to all Distributions to which the Delinquent Members would have been entitled. Notwithstanding, the foregoing, no Commitment or other obligation to make an additional contribution may be enforced by a creditor of the Company or other Person other than the Company unless the Member expressly consents to such enforcement or to the assignment of the obligation to such creditor.

4. Maintenance of Capital Accounts

The Company shall establish and maintain Capital Accounts for each Member and Assignee. Each Member's Capital Account shall be increased by (1) the amount of any Money actually contributed by the Member to the capital of the Company, (2) the fair market value of any Property contributed, as determined by the Company and the contributing Member at arm's length at the time of contribution (net of liabilities assumed by the Company or subject to which the Company takes such Property, within the meaning of Section 752 of the Code), and (3) the Member's share of net profits and of any separately allocated items of income or gain except adjustments of the Code (including any gain and income from unrealized income with respect to accounts receivable allocated to the Member to reflect the difference between the book value and tax basis of assets contributed by the Member). Each Member's Capital Account shall be decreased by (1) the amount of any Money distributed to the Member by the Company, (2) the fair market value of any Property distributed to the Member, as determined by the Company and the contributing Member at arm's length at the time of contribution (net of liabilities of the Company assumed by the Member or subject to which the Member takes such Property within the meaning of Section 752 of the Code), and (3) the Member's

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share of Net Losses and of any separately allocated items of deduction or loss (including any loss or deduction allocated to the Member to reflect the difference between the book value and tax basis of assets contributed by the Member).

5. Distribution of Assets

If the Company at any time distributes any of its assets in-kind to any Member, the Capital Account of each Member shall be adjusted to account for that Member's allocable share (as determined under Article IX below) of the Net Profits or Net Losses that would have been realized by the Company had it sold the assets that were distributed at their respective fair market values immediately prior to their distribution.

6. Sale or Exchange of Interest

In the event of a sale or exchange of some or all of a Member's Interest in the Company, the Capital Account of the transferring Member shall become the capital account of the Assignee, to the extent it relates to the portion of the Interest transferred.

7. Compliance with Section 704(b) of the Code

The provisions of this Article VIII as they relate to the maintenance of Capital Accounts are intended, and shall be construed, and, if necessary, modified to cause the allocations and profits, losses, income, gain and credit pursuant to Article IX to have substantial economic effect under the Regulations promulgated under Section 704(b) of the Code, in light of the distributions made pursuant to Articles IX and XIV and the Capital Contributions made pursuant to this Article VIII. Notwithstanding anything herein to the contrary, this Company Agreement shall not be construed as creating a deficit restoration obligation or otherwise personally obligate any Member to make a Capital Contribution in excess of the Initial Contribution.

ARTICLE IX

ALLOCATIONS AND DISTRIBUTIONS

1. Allocations of Net Profits and Net Losses from Operations

Except as may be required by Section 704(c) of the Code, and Sections 2, 3, and 4 of this Article IX, net profits, net losses, and other items of income, gain, loss, deduction, and credit shall be apportioned among the Members in accordance with their percentage ownership as described on Exhibit A appended hereto.

2. Company Minimum Gain Chargeback

If there is a net decrease in Company Minimum Gain for a Taxable Year, each Member must be allocated items of income and gain for that Taxable Year equal to that Member's share of net decrease in Company Minimum Gain. A Member's share of the

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net decrease in Company Minimum Gain is the amount of the total net decrease multiplied by the Member's percentage share of the Company Minimum Gain at the end of the immediately preceding Taxable Year. A Member's share in any decrease in Company Minimum Gain resulting from a revaluation of Company Property equals the increase in the Member's Capital Account attributable to the revaluation to the extent the reduction in minimum gain is caused by the revaluation. A Member is not subject to the Company Minimum Gain Chargeback Requirement to the extent the Member's share of the net decrease in Company Minimum Gain is caused by a guarantee, refinancing, or other change in the debt instrument causing it to become partially or wholly a Recourse Liability or a Member Nonrecourse Liability, and the Member bears the economic risk of loss (within the meaning of Section 1.752-2 of the Regulations) for the newly guaranteed, refinanced, or otherwise changed liability.

3. Member Minimum Gain Chargeback

If during a Taxable Year there is a net decrease in Member Minimum Gain, any Member with a share of that Member Minimum Gain (as determined under Section 1.704-2(i)(5) of the Regulations) as of the beginning of that Taxable Year must be allocated items of income and gain for that Taxable Year (and, if necessary, for succeeding Taxable Years) equal to that Member's share of the net decrease in the Company Minimum Gain. A Member's share of the net decrease in Member Minimum Gain is determined in a manner consistent with the provisions of paragraph (2) of this Article IX. A Member is not subject to this Member Minimum Gain Chargeback, however, to the extent the net decrease in Member Minimum Gain arises because the liability ceases to be Member Nonrecourse Liability due to a conversion, refinancing, or other change in the debt instrument that causes it to become partially or wholly a Company Nonrecourse Liability. The amount that would otherwise be subject to the Member Minimum Gain Chargeback is added to the Member's share of Company Minimum Gain. In addition, rules consistent with those applicable to Company Minimum Gain shall be applied to determine the shares of Member Minimum Gain and Member Minimum Gain Chargeback to the extent provided under the Regulations issued pursuant to Section 704(b) of the Code.

4. Qualified Income Offset

In the event any Member, in such capacity, unexpectedly receives an Offsettable Decrease, such Member will be allocated items of income and gain (consisting of a pro rata portion of each item of partnership income and gain for such year) in an amount and manner sufficient to offset such Offsettable Decrease as quickly as possible.

5. Interim Distributions

From time to time, the Managers shall determine in their reasonable judgment to what extent, if any, the Company's cash on hand exceeds the current and anticipated needs, including, without limitation, needs for operating expenses, debt service, reserves,

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and additional capital expenses. To the extent such excess exists, the Managers with consent of a majority of the Members may make distributions to the Members.

ARTICLE X

TAXES

1. Elections

Except as provided in this Article X, the Manager(s) may make any tax elections for the Company allowed under the Code or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

2. Check the Box

The Managers may not file an election of behalf of the Company to be treated as an association taxable as a corporation under the provision of the Code and regulations without consent of a majority of the Members.

ARTICLE XI

UNITS

The Company's Units shall consist of a single class, equal in all respects, to be known as Class A Units.

ARTICLE XII

DISPOSITION OF MEMBERSHIP INTERESTS

1. Disposition

Any Member or Assignee may dispose of all or a portion of the Member's or Assignee's Membership Interest upon compliance with this Article XII. No Membership Interest shall be disposed of:

- 1.1 If such disposition, alone or when combined with other transactions, would result in a termination of the Company within the meaning of Section 708 of the Code;
- 1.2 Without an opinion of counsel satisfactory to the Managers that such assignment is subject to an effective registration under, or exempt from the registration requirements of, the applicable state and federal securities laws;

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- 1.3 Unless and until the Company receives from the Assignee the information and agreements that the Members may reasonably require, including but not limited to any taxpayer identification number and any agreement that may be required by any Taxing Jurisdiction.
- 1.4 For any reason, until September 1, 2013, or later. Thereafter, such disposition may occur only upon the prior approval of thirty percent (30%) or more of the Members including the disposing Member. The Members may grant or withhold the approval of such disposition for any reason in their sole and absolute discretion. This Company is formed by those who know and trust one another, and who are proceeding based upon their relationship and trust. Capital is material to the business and investment objects of the Company and its federal tax status. An unauthorized or premature transfer of a Member's interest could create a substantial hardship to the Company, jeopardize its capital base, and adversely affect its tax structure. These restrictions upon ownership and transfer are not intended as a penalty, but as a method to protect and preserve existing relationships based upon trust and the Company's capital and its financial ability to continue.
- 1.5 Should a Member or Assignee seek to dispose of all of his Membership Interest on or after September 1, 2013, the remaining Members shall have the right to purchase this Membership Interest upon the following terms: (i) if payment is to be made in a lump sum, the purchase price shall be the amount of the Member's original capital contribution, with payment to be made in full no later than thirty (30) days following the disposing Member's written notice to the remaining Members of his intent to dispose of his Membership Interest; (ii) if payment is to be made in other than lump sum, the payment shall be made pursuant to a negotiable promissory note, which shall contain the following terms. The purchase price shall be the amount of the Member's original capital contribution, plus interest accruing at the rate of eight percent (8%) per annum from the date that the first installment is due. Payments shall be made in equal installments, with the first installment due on the first day of the second month following the disposing Member's written notice to the remaining Members of his intent to dispose of his Membership Interest, and like installments shall continue to be due upon the first day of each month thereafter for thirty-six (36) months, with all amounts of principal and interest to be paid in full at the end of the thirty-sixth (36th) month. At the time final payment is made to the minority Member, he shall deliver his Certificate(s) of Ownership to the Majority Member(s), and thereafter the minority Member shall have no further interest or ownership in the Company. Should the remaining Members choose not to purchase all the Membership Interest of the disposing Member as provided hereinabove,

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then the Manager shall proceed to dissolve and wind up the affairs of the Company as provided in paragraph XIV below.

2. Interest Conveyed to Another Without Consent

If any person acquires a Membership interest, or becomes an Assignee, as the result of an order of a court which the Company is required by law to recognize, or if a Member's interest in the Company is subjected to a lawful "charging order", or if a Member makes an unauthorized transfer or assignment of a Membership interest, which the Company is required by law (and by order of a court) to recognize, the Company will have the unilateral option to acquire the interest of the transferee or Assignee, or any fraction or part thereof, upon the following terms and conditions;

- 2.1 The Company will have the option to acquire the interest by giving written notice to the transferee or assignee of its intent to purchase within ninety (90) days from the date it is finally determined that the Company is required to recognize the transfer or assignment.
- 2.2 The valuation date for the determination of the purchase price of the interest will be the first day of the month following the month in which notice is delivered.
- 2.3 Unless the Company and the transferee or assignee agree otherwise, the purchase price for the interest, or any fraction to be acquired by the Company, shall be its fair market value, taking into account any minority or marketability discount applicable, as determined by an appraisal made as set forth herein. The fair market value shall be determined by a single appraisal made by an appraiser agreed upon by the transferee or assignee and the Company, which appraisal shall be final. If the parties cannot agree on a single appraiser, the purchase price shall be determined by three appraisers, one selected by the Company, one selected by the transferee or assignee and a third selected by the two appraisers. The value determined by a majority of the appraisers will be final. The cost of appraisal shall be borne by the transferee or assignee. The purchase price to be paid for the interest shall be reduced by the amount of any distributions made by the Company made to the transferee or assignee between the date the interest was acquired by the transferee or assignee (which shall be the date of the appraisal) until the date of closing.
- 2.4 Closing of the sale will occur at the principal office of the Company at 10 o'clock a.m. on the first Tuesday of the month following the month in which the appraisal is rendered.
- 2.5 In order to reduce the burden upon the resources of the Company, the Company will have the option, to be exercised in writing delivered at closing, to pay its purchase money obligation in (30) equal annual

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installments with interest at the prime rate of interest as published in the Wall Street Journal as of the date of closing. The first installment of principal, with interest, will be due and payable on the first day of the calendar year following closing and subsequent annual installments, with accrued interest, will be due and payable on the first day of each succeeding calendar year until the entire amount of the obligation is paid. The Company will have the right to prepay all of any part of the purchase money obligation at any time without penalty.

- 2.6 Upon consent of the Managers and a majority of the Remaining Members, The Company's option to purchase may be assigned to one or more of the Remaining Members and when done, any right or obligations imposed upon the Company will instead become, by substitution, the rights and obligations of the Members who are assignees.
- 2.7 Neither the transferee nor assignee of an unauthorized transfer or assignment or the partner causing the transfer or assignment will have the right to vote on Company matters during the prescribed option period or, if the option to purchase is timely exercised, until the sale is closed.

3. Option to Purchase.

Members holding less than a Majority membership interest in the Company ("the minority Members") hereby grant to any Member or Members holding a Majority membership interest an option to purchase all of the minority Members' membership interest in the Company upon the following terms: (i) this option to purchase may only be elected on or after September 1, 2013; (ii) if in the sole discretion of the Majority Member(s) payment is to be made in a lump sum, the purchase price shall be the amount of the minority Member's original capital contribution plus interest at the rate of eight percent (8%) per annum from September 1, 2011, with payment to be made in full no later than thirty (30) days following the Majority Member's written notice to the minority Members of his intent to exercise his option to purchase; or (ii) if in the sole discretion of the Majority Member(s) payment is to be made in other than lump sum, the payment shall be made pursuant to a negotiable promissory note, which shall contain the following terms. The purchase price shall be the amount of the Member's original capital contribution, plus interest accruing at the rate of eight percent (8%) per annum from September 1, 2010. Payments shall be made in equal installments, with the first installment due on the first day of the second month following the majority Members' written notice to the minority Members of his intent to exercise the option to purchase, and like installments shall continue to be due upon the first day of each month thereafter for thirty-six (36) months, with all amounts of principal and interest to be paid in full at the end of the thirty-sixth (36th) month. At the time final payment is made to the minority Member, he shall deliver his Certificate(s) of Ownership to the Majority Member(s), and thereafter the minority Member shall have no further interest or ownership in the Company.

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4. Dispositions not in Compliance with this Article Void

Any attempted Disposition of a Membership Interest, or any part thereof, not in compliance with the provisions of this Article XII, shall be, and is declared to be, null and void *ab initio*.

ARTICLE XIII

ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

1. Rights of Assignees

The Assignee of a Membership Interest has no right to participate in the management of the business and affairs of the Company or to become a Member. The Assignee is only entitled to receive the Distributions and return of capital, and to be allocated the Net Profits and Net Losses attributable to the Membership Interest.

2. Admission of Substitute Members

An Assignee of a Membership Interest shall be admitted as a Substitute Member and admitted to all the rights of the Member who initially assigned the Membership interest only with the approval of a majority of the Members. The Members may grant or withhold the approval of such admission for any reason in their sole and absolute discretion. If so admitted, the Substitute Member has all the rights and powers and is subject to all the restrictions and liabilities of a the Member originally assigning the Membership Interest. The admission of a Substitute Member, without more, shall not release the Member originally assigning the Membership Interest from any liability to Company that may have existed prior to the approval.

3. Admission of Additional Members

Approval of a majority of the Members is necessary to permit the admission of Additional Members and determine the Capital Contributions of such Members.

ARTICLE XIV

DISSOLUTION AND WINDING UP

1. Dissolution

The Company shall be dissolved and its affairs wound up, (i) upon consent of a majority of the Members or (ii) upon the failure of the remaining Members to purchase the interest of a disposing Member as described in paragraph XII, subparagraph 1.5 above.

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MISCELLANEOUS PROVISIONS

1. Entire Agreement

The Company Agreement represents the entire agreement among all the Members and between the Members and the Company.

2. No Partnership Intended for Non-tax Purposes

The Members have formed the Company under the Act, and expressly do not intend hereby to form a partnership under either the Alaska Uniform Partnership Act nor the Alaska Uniform Limited Partnership Act. The Members do not intend to be partners one to another, or partners as to any third party. To the extent any Member, by word or action, represents to another person that any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who incurs personal liability by reason of such wrongful representation.

3. Rights of Creditors and Third Parties under Company Agreement

The Company Agreement is entered into among the Company and the Members for the exclusive benefit of the Company, the Manager, its Members, and their successors and assignees. The Company Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under the Company Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

IN WITNESS WHEREOF, we have hereunto set our hand and seals on the date set forth beside our names.

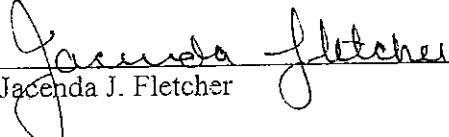

Gabriel Jason Fletcher

9-9-10
Date

"Manager"


Gabriel Jason Fletcher

9-9-10
Date


Jacenda J. Fletcher

9-9-2010
Date

071

Members	Initial Capital Contribution	Date	Units	Ownership Percentage
Additional Members	Initial Capital Contribution	Date	Units	Ownership Percentage

072

ANCHORAGE BREWING LLC

Certificate of Limited Liability
Member Unit Ownership

Certificate Number Two

30 Units

This certifies that **Stephen Marshall and Sharon L. Marshall, husband and wife, in joint tenancy with the full right of survivorship**, are Members owning **30 Units** of Anchorage Brewing LLC, an Alaska limited liability company, transferable only on the books of this limited liability company by the holders of this Certificate, subject to the following terms and conditions restricting the ability of a Member to assign the Units in the limited liability company:

- (a) a disposition of any Units may not be made or be effective unless and until the terms and conditions of the Operating Agreement regarding transfers of Members' interests have been complied with;
- (b) a disposition of any Units may not be made or be effective unless the disposition (alone or when combined with other transactions) will not result in a termination of the limited liability company within the meaning of the Internal Revenue Code;
- (c) a disposition of any Units may not be made or be effective until an opinion of counsel is provided satisfactory to the Manager that such disposition is subject to an effective registration under, or is exempt from the registration requirements of, the applicable state and federal securities laws, or the limited liability company receives a "no-action" letter from the staff of the Securities and Exchange Commission ("SEC") and/or from the appropriate state agency, satisfactory to the limited liability company, to the effect that the transfer is exempt from registration; and
- (d) a disposition of any Units may not be made or be effective until the limited liability company receives from the transferee the information and agreements that the Manager may reasonably require, including but not limited to any taxpayer identification number and any agreement that may be required by any taxing authority.

Certificate of Member Unit Ownership dated this 9 day of Sept, 2010.


Gabriel Jason Fletcher, Manager

ANCHORAGE BREWING LLC
Certificate of Limited Liability
Member Unit Ownership

Certificate Number One

70 Units

This certifies that **Gabriel Jason Fletcher and Jacenda J. Fletcher, husband and wife, in joint tenancy with the full right of survivorship**, are Members owning **70 Units** of Anchorage Brewing LLC, an Alaska limited liability company, transferable only on the books of this limited liability company by the holders of this Certificate, subject to the following terms and conditions restricting the ability of a Member to assign the Units in the limited liability company:

- (a) a disposition of any Units may not be made or be effective unless and until the terms and conditions of the Operating Agreement regarding transfers of Members' interests have been complied with;
- (b) a disposition of any Units may not be made or be effective unless the disposition (alone or when combined with other transactions) will not result in a termination of the limited liability company within the meaning of the Internal Revenue Code;
- (c) a disposition of any Units may not be made or be effective until an opinion of counsel is provided satisfactory to the Manager that such disposition is subject to an effective registration under, or is exempt from the registration requirements of, the applicable state and federal securities laws, or the limited liability company receives a "no-action" letter from the staff of the Securities and Exchange Commission ("SEC") and/or from the appropriate state agency, satisfactory to the limited liability company, to the effect that the transfer is exempt from registration; and
- (d) a disposition of any Units may not be made or be effective until the limited liability company receives from the transferee the information and agreements that the Manager may reasonably require, including but not limited to any taxpayer identification number and any agreement that may be required by any taxing authority.

Certificate of Member Unit Ownership dated this 9 day of September, 2010.


Gabriel Jason Fletcher, Manager

BREWERY CAPITAL INC.
Snow Goose Building
LEASE

1. **PARTIES.** This Lease, dated for reference purposes only on August 24, 2010, is made by and between **Brewery Capital Inc.** hereinafter referred to as "Landlord," and **Anchorage Brewing LLC** hereinafter referred to as "Tenant."

2. **PREMISES.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, for the term, at the rental, and upon all the conditions set forth herein, the certain space (herein called "Premises") containing approximately **1500 square feet** of floor area, located on the **Lower Level** in the **Snow Goose Building** (the "Building"), which is situated on the real estate described in **Exhibit A**. Additional as needed and agreed to by the Landlord, Tenant shall lease on a daily basis the **Brewery Room** located on the **First Floor Level** in the **Snow Goose Building**.

3. **TERM.** The Lease term shall commence on **October 1, 2010** and shall continue for **Three (3) years** unless sooner terminated pursuant to any provision hereof. Tenant also has an option to extend this lease for an additional three year period under mutually agreeable terms between the Landlord and the Tenant

4. **RENT.**

4.1 **Commencement of Rent.** The rental payments under this Lease shall commence on **October 1, 2010**.

4.2 **Monthly Rent.** Tenant shall pay to Landlord monthly rent, in advance of the first day of each month, as follows:

- (A) [REDACTED] for each month during the First Year of the term hereof;
- (B) [REDACTED] for each month during the Second Year of the term hereof;
- (C) [REDACTED] for each month during the Third Year of the term hereof;

4.3 **Daily Rent.** Tenant shall pay to Landlord daily rent, on the first day of each preceding month, as follows:

- (A) [REDACTED] for each day that the Brewery Room and its brewing equipment is used.

4.4 **Additional Charges.** Tenant shall pay to Landlord monthly utility charges. These charges shall be the additional utility charges (based on historical records) incurred by the Landlord as a result of the Tenant's use of its space or the daily rental of the Brewery Room and Equipment.

4.5 **Late Charge.** If any payment of rent is not paid within ten (10) days after the due date, then there shall be due as additional rent a late charge in an amount equal to ten percent (10%) of the delinquent payment or portion thereof after the date it was due, provided, however, if such sum and late charges are not paid in full on or before the next monthly payment is due, such sum shall commence to bear interest at the rate of ten percent (10%) per annum until paid in full.

4.6 **Payment of Rent.** All rent payments shall be sent to Landlord at the following address: **Brewery Capital Inc. 3401 Denali Street, Suite #202-A, Anchorage, Alaska, 99503**, or to such other address as Landlord may from time to time designate.

Landlord Initials

[Signature]

Tenant Initials

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4.7 Cancellation of Rent (Lease). Tenant and Landlord agree that with a mutual agreement between both parties and a Sixty Day (60) written notice sent to both parties, this lease may be cancelled at the end of such notice.

5. CONSTRUCTION OF IMPROVEMENTS. Tenant shall be responsible for the design, construction and installation of Tenant's own leasehold improvements and trade fixtures, including lights, branch wiring beyond the panel, floor coverings, interior partitioning, decor, shelves, racks, and counters; provided that the design and decor shall be subject to the reasonable approval of Landlord, and Tenant shall provide Landlord with appropriate design drawings for approval prior to the construction and installation of Tenant's leasehold improvements.

6. USE. The Premises shall be used and occupied only for a Brewery Barrel Storage and Bottling Facility under the following trade name: Anchorage Brewing Company and related entities and shall be used for no other purpose without the written consent of Landlord. No act shall be done in or about the Premises that is unlawful or that will increase the rate of insurance on the Building. Tenant will not commit or allow to be committed any waste upon the Premises or any public or private nuisance. Tenant shall comply with all laws relating to its use of the Premises and shall observe such reasonable rules and regulations as may be adopted and published by Landlord for the safety, care, and cleanliness of the Premises and/or the Building and for the preservation of good order therein.

7. MAINTENANCE, REPAIRS AND ALTERATIONS.

7.1 Landlord's Obligations. Subject to the provisions of Article 9 and except for damage caused by the negligence or intentional act or omission of Tenant or Tenant's agents, employees or invitees, Landlord, at Landlord's expense, shall keep in good order, condition and repair the foundations and structural portions of the exterior walls and exterior roof of the building. Landlord shall have no obligation to make repairs under this section until a reasonable time after receipt of written notice of the need for such repairs.

7.2 Tenant's Obligations. Tenant, at Tenant's expense, shall keep in good order, condition and repair the Premises. Tenant shall, at the expiration or termination of this Lease, surrender and deliver the Premises to Landlord in as good condition as when received by Tenant from Landlord or as thereafter improved, reasonable use and wear excepted. Tenant shall repair any damage to the Premises or the Building occasioned by its use thereof or by the removal of Tenant's trade fixtures, furnishings, and equipment, which repair shall include the patching and filling of holes and repair of structural damage.

7.3 Landlord's Rights. If Tenant fails to perform Tenant's obligations hereunder relating to the repair, maintenance or upkeep of the Premises or the Building, Landlord may, at its option (but shall not be required to), enter upon the Premises after three (3) days' prior written notice to Tenant and put the same in good order, condition, and repair or otherwise cure the default, and the cost of such action plus fifteen percent (15%) thereof shall become due and payable as additional rent to Landlord at the time Tenant's next rental installment is due.

7.4 Alterations and Additions. Tenant shall not make any alterations, additions or improvements in the Premises without Landlord's prior written consent. As a condition to giving such consent, Landlord may require that Tenant remove any such alterations, improvements, additions or utility installations at the expiration of the term and restore the Premises to their prior condition. All work on the Premises shall be done in compliance with all applicable governmental codes and regulations. At Landlord's option, all alterations, improvements, or additions which may be made on the Premises shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the term. Tenant's machinery, equipment, and trade fixtures other than those which are affixed to the Premises so that they cannot be removed without material damage to the Premises shall remain the property of Tenant and may be removed by Tenant.

8. INSURANCE; INDEMNITY.

8.1 Liability Insurance. Tenant shall maintain in force during the term of this Lease a policy of comprehensive public liability insurance issued by a company acceptable to Landlord and insuring Tenant and Landlord against any liability, including without limitation personal injury to any person and damage to other portions of the building, arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in an amount of not less than One Million Dollars (\$1,000,000) for each person and Two

Landlord Initials JK

Tenant Initials GF

Million Dollars (\$2,000,000) for each accident with respect to personal injury and Fifty Thousand Dollars (\$50,000) with respect to property damage, or in such higher amount as Landlord may reasonably require. The limits of said insurance shall not, however, limit the liability of Tenant hereunder. Such policies shall name Brewery Capital Inc., The Snow Goose Restaurant and Sleeping Lady Brewing Company LLC, and Gary & Jane Klopfer as additional insureds and shall provide that they may not be canceled or changed materially without fifteen (15) days' prior written notice to Landlord. Landlord shall be furnished with a certificate evidencing issuance of such policy of liability insurance, which certificate shall recite that the policy may not be canceled or changed materially without such prior written notice to Landlord. If Tenant shall fail to maintain said insurance, Landlord may but shall not be required to procure and maintain the same, at the expense of Tenant.

8.2 Property Insurance. Landlord shall maintain in force during the term of this Lease a policy of insurance insuring the Building for an amount not less than its full replacement cost against damage or destruction by fire and/or by perils covered by the standard form of extended coverage endorsements to fire insurance policies in the State of Alaska in effect at the time when the policies are obtained, with vandalism and malicious mischief endorsements. Tenant shall maintain in force during the term of this lease a policy of insurance issued by a company acceptable to Landlord insuring Tenant's fixtures, equipment and leasehold improvements in the amount of their full replacement value.

8.3 Waiver of Subrogation. Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any property loss insured by fire and extended coverage, or other property insurance policies existing for the benefit of the respective parties, each such waiver to be effective only to the extent it does not invalidate the insurance afforded by the waiving party's insurance policy.

8.4 Hold Harmless. Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work, or thing which may be permitted or suffered by Tenant in or about the Premises and shall further indemnify, defend, and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the provisions of this Lease or arising from any negligence of Tenant or any of its agents, contractors, employees or invitees and from any and all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Tenant hereby assumes all risk of damage to property or injury to persons in or about the Premises from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, excepting where said damage arises solely out of the negligence of Landlord.

8.5 Exemption of Landlord from Liability. Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant or Tenant's employees, invitees, customers, or any other person in or about the Premises; nor, unless caused solely by its negligence, shall Landlord be liable for personal injury to Tenant or Tenant's employees, agents, contractors and invitees, whether said damage or injury results from conditions arising upon the Premises or upon other portions of the building or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Landlord or Tenant. Landlord shall not be liable for any damages arising from any act or neglect of any other Tenant, if any, of the Building.

9. DAMAGE OR DESTRUCTION. In the event the Premises are damaged to such an extent as to render the same untenantable in whole or in a substantial part thereof or are destroyed, it shall be optional with Landlord to repair or rebuild the same; and after the happening of any such event, Tenant shall give Landlord or Landlord's agent immediate written notice thereof. Landlord shall have thirty (30) days after the date of such notification to notify Tenant in writing of Landlord's intentions to repair or rebuild the Premises or the part so damaged as aforesaid, and if Landlord elects to repair or rebuild the Premises, Landlord shall prosecute the work of such repairing or rebuilding without unnecessary delay, and during such period the minimum rent shall be abated in the same ratio that that portion of the Premises rendered for the time being unfit for occupancy shall bear to the whole of the Premises. If Landlord shall fail to give the notice aforesaid, Tenant shall have the right to declare this Lease terminated by written notice served upon Landlord.

If the Building is damaged (even though the Premises hereby leased shall not be damaged thereby) to such extent that, in the opinion of Landlord, it shall not be practicable to repair or rebuild, or is destroyed, then it shall be optional with Landlord to terminate this Lease by written notice served on Tenant within thirty (30) days after such damage or destruction.

Landlord Initials

[Signature]

Tenant Initials

[Signature]

If the Premises are partially damaged or destroyed such that the Premises are not untenable, Tenant shall restore the same with reasonable promptness, and all insurance proceeds received by Landlord pursuant to the provisions of this Lease, less the cost of recovery of such proceeds, if any, shall be held in trust and applied to the payment of such restoration as such restoration progresses; provided, however, that there shall be no abatement, diminution or reduction of rent in the event of such damage to or destruction of the Premises while Tenant restores the Premises.

10. **ADVERTISING.** At Landlord's option Tenant may provide, at Tenant's expense, a sign identifying Tenant, said sign to be in accordance with standard criteria provided by Landlord and to be subject to the approval of Landlord. No other signs shall be placed on the Building or the Premises by Tenant without Landlord's consent. Any such consent by Landlord shall be upon the understanding and condition that Tenant will remove the same at the expiration or termination of this Lease and that Tenant shall repair any damage to the Premises or the Building caused thereby.

11. **PERSONAL PROPERTY TAXES.** Tenant shall pay or cause to be paid before delinquency any and all taxes levied or assessed and which become payable during the term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures, and any other personal property located in the Premises. In the event any or all of Tenant's leasehold improvements, equipment, furniture, fixtures, and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord its shares of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

12. **RULES AND REGULATIONS.** Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate and/or modify. The rules and regulations shall be binding upon Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any of said rules and regulations by any other tenants or occupants.

13. **LIENS AND INSOLVENCY.** Tenant shall keep the Premises and the Building free from any liens arising out of any work performed, materials ordered or obligations incurred by Tenant, and shall indemnify Landlord against and hold Landlord harmless from any loss, damage or expense, including attorneys' fees resulting therefrom. Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord in the Premises or to charge the rentals payable hereunder for any claim in a favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to Tenant by this instrument. If Tenant becomes insolvent or voluntarily or involuntarily bankrupt or if a receiver, assignee, or other liquidating officer is appointed for the business of Tenant and if the receivership, assignment, or other liquidating action is not terminated within thirty (30) days of any such appointment, then to the extent permitted under applicable law Landlord may terminate this Lease and Tenant's right of possession under this Lease at Landlord's option.

14. **DEFAULTS.** The occurrence of any one or more of the following events shall constitute a default of this Lease by Tenant;

14.1 **Vacation of Premises.** The abandonment or vacating of the Premises by the Tenant.

14.2 **Failure to Pay Rent or Additional Charges.** Notwithstanding the provision for late charges, the failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder as and when due and such failure shall continue for a period of ten (10) days after written notice thereof by Landlord to Tenant.

14.3 **Failure to Perform Covenants.** The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, where such failure shall continue for a period of ten (10) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than ten (10) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said ten (10) day period and thereafter diligently prosecutes such cure to completion.

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15. REMEDIES ON DEFAULT. In the event of any such default by Tenant, Landlord may, at any time thereafter, in its sole discretion, with or without notice or demand and without limiting Landlord in the exercise of any other right or remedy which Landlord may have by reason of such default

15.1 Termination. Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall thereafter have no further rights hereunder or in the Premises; provided, however, that upon such termination Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including but not limited to the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises; reasonable attorney's fees; all accrued and unpaid rent, Operating Charges and other amounts due from Tenant with interest thereon as provided herein; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent and other charges and Operating Charges called for herein for the balance of the term after the time of such award exceed the amount of such loss for the same period that Tenant proves could be reasonably avoided; and that portion of any leasing commission paid by Landlord and applicable to the unexpired term of this Lease; or

15.2 Enforce Rights. Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not the Tenant shall have abandoned the Premises, in which event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent and any other charges and Operating Charges due or to become due hereunder with interest as provided herein; or

15.3 Other Remedies. Pursue any other remedy or remedies now or hereafter available to Landlord under the laws or judicial decisions of the state in which the Premises are located.

16. SUBORDINATION. Tenant agrees that this Lease shall be subordinate to any mortgages or deeds of trust now or at any time hereafter constituting a lien upon the Premises and to any and all advances made or to be made thereunder, and to the interest thereon, and to all renewals, replacements and extensions thereof, if the mortgagees or the beneficiaries named in such mortgages or deeds of trust agree therein or in a separate instrument to recognize this Lease in the event of foreclosure where Tenant is not in default hereunder and agrees to attorn to the mortgagee or any purchaser at a foreclosure sale. Upon demand by Landlord, Tenant shall execute any documents that may be required by such mortgagees or beneficiaries to further evidence subordination of this Lease to any such mortgages or deeds of trust, and shall execute estoppel certificates as requested by Landlord from time to time in the standard form of any such mortgagee or beneficiary.

17. CONDEMNATION. If all of the Premises or any portion of the Building as may be required for the reasonable use of the Premises shall be taken by eminent domain (or by a voluntary conveyance made in lieu of a taking by eminent domain), this Lease shall automatically terminate as of the date Tenant is required to vacate or will be deprived of the reasonable use of the Premises, and all rentals and Operating Charges shall be paid to that date. In the case of a taking of a part of the Premises, Tenant may, at its election within ten (10) days after receipt of notice of the proposed taking, terminate this Lease by giving notice of termination to Landlord which notice shall specify the effective date of such termination, provided, however, that the effective date of such termination shall not be more than thirty (30) days after the date such notice of termination is delivered to Landlord. If Tenant does not terminate this Lease because of a taking of a part of the Premises, this Lease shall continue in full force and effect, and the minimum rental shall be equitably reduced based on the proportion by which the floor area of the Premises is reduced, such rent reduction to be effective as of the date when possession of such portion is delivered to the condemning authority. Landlord reserves all rights to damages to the Premises for any taking by eminent domain, and Tenant hereby assign to Landlord any right Tenant may have to such damages or award, and Tenant shall make no claim against Landlord for damages for termination of the leasehold interest or for interference with Tenant's business.

18. PARKING AND COMMON AREAS.

18.1 Landlord's Obligations and Rights. Landlord covenants that there shall be common areas and parking areas for the nonexclusive use of Tenant during the full term of this Lease or any extension of the term hereof; provided, that the condemnation or other taking by any public authority or sale or transfer in lieu of condemnation of any or all of such common and parking areas shall not constitute a violation of this covenant.

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Notwithstanding anything herein contained to the contrary, Landlord shall be entitled to alter the Building services or facilities and the location of driveways, sidewalks, or other common areas and to extend the existing Building or erect new buildings or extend the existing Building above the Premises or other rentable premises or common areas of the Building or add new common areas to the Building; and upon any alteration of the common areas or upon commencement of construction of any addition or additions to the Building and upon any addition of the new common areas, Landlord and Tenant shall execute such further and other documents as may be required to reflect such alterations of the common areas to exclude areas taken for construction of additional buildings or to include areas added as new common areas, as the case may be.

18.2 Tenant's Rights. Tenant, for the use and benefit of Tenant and its agents, employees, customers, licensees, and subtenants approved by Landlord, shall have the nonexclusive right in common with Landlord and other present and future owners and tenants and their agents, employees, customers, licensees, and subtenants to use the common and parking areas during the entire term of this Lease, or any extension thereof, for ingress, egress, and automobile parking.

18.3 Rules and Regulations. Tenant agrees to comply with such reasonable rules, regulations, and charges for parking as Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas. Such rules may include but shall not be limited to the following: (1) the restricting of employee parking to a limited, designated area or areas; and (2) the regulation of the removal, storage, and disposal of Tenant's refuse and other rubbish.

19. CONTINUED OCCUPANCY BY TENANT. Tenant acknowledges that its continued occupancy of the Premises and the regular conduct of its business therein are of the utmost importance to Landlord and other lessees in avoiding the appearance and impression generally created by vacant space in commercial buildings, in facilitating the lease of vacant space in the Building, in the renewal of other leases in the Building, and in maintaining the character and quality of the Building and of the tenants in the Building and that Landlord and other lessees will suffer substantial damage if the Premises are left vacant or are vacated by Tenant during the term of this Lease, even in the event Tenant continued to pay rent as required hereunder. Tenant therefore covenants that it shall occupy and utilize the entire Premises in the active conduct of its business during the whole of the lease term hereof, shall conduct such business in a reputable, diligent and energetic manner.

20. NONWAIVER. Any waiver of any right or remedy hereunder must be in writing, signed by the waiving party. Forbearance by Landlord with respect to any breach of any term, covenant or condition hereof contained shall not be a waiver of such term covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

21. HOLDING OVER. If Tenant shall, without the written consent of Landlord, hold over after the expiration of the term of this Lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated as provided by the laws of the state in which the Premises are located. During such tenancy, Tenant agrees to pay Landlord at an equal rate to One Hundred Fifty percent (150%) of the rental as set forth herein, unless a different rate shall be agreed upon, and to be bound by all of the terms, covenants and conditions herein specified, so far as applicable.

22. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease nor sublet the whole or any part of the Premises to any person or entity, and any such assignment or subletting shall be void. As used herein the term "Assignment" includes without limitation transfers to a subsidiary or affiliated entity, the restructuring of a limited partnership, transfers of interest by or between individual partners if Tenant is a partnership, transfers of stock by stockholders if Tenant is a corporation, and any assignment in connection with any corporate merger or consolidation.

23. NOTICES. All notices under this Lease shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, to Landlord at the same place rent payments are made and to Tenant at the Premises or to

Landlord Initials JK

Tenant Initials GF

such other respective addresses as may hereafter be designated by either party in writing. Notices mailed as aforesaid shall be deemed given on the date of such mailing.

24. **COSTS AND ATTORNEY'S FEES.** In any suit, action or appeal therefrom to enforce any provision hereof, or to interpret this Lease, the prevailing party shall be entitled to recover its costs incurred therein including reasonable attorney's fee. In addition, if it becomes necessary for Landlord to employ an attorney by reason of any default on the part of Tenant where no suit or action is commenced, Tenant agrees to pay on demand from Landlord all costs or expenses incurred by Landlord in connection with such default including attorney's fees.

25. **LANDLORD'S ACCESS.** Landlord and its agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting it, showing it to prospective purchasers or lenders, and making such repairs as Landlord may deem necessary or desirable. Landlord shall give Tenant 24 hours notice prior to such access. Landlord may, at any time, place on or about the Premises any ordinary "For Sale" signs and may, during the last ninety (90) days of the term, place on or about the Premises any ordinary "For Sale or Lease" signs, without rebate of rent or liability to Tenant.

26. **REMOVAL OF PROPERTY.** If Tenant shall fail to remove any of its property of any nature whatsoever from the Premises or the Building at the termination of this Lease or when Landlord has the right of reentry, Landlord may, at its option, remove and store said property without liability for loss thereof or damage thereto, such storage to be for the account and at the expense of Tenant. If Tenant shall not pay the cost of storing any such property after it has been stored for a period of thirty (30) days or more, Landlord may, at its option, sell or permit to be sold any or all the such property at public or private sale, in such manner and at such times and places as Landlord in its sole discretion may deem proper, without notice to Tenant, and shall apply the proceeds of such sale as follows: First, to the cost and expense of such sale, including reasonable attorney's fees actually incurred; second, to the payment of the costs or charges for removing and storing any such property; third, to the payment of any other sums of money which may then be or thereafter become due Landlord from Tenant under any of the terms hereof; and fourth, the balance, if any, to Tenant.

27. **ACCEPTANCE OF PREMISES.** Tenant accepts the Premises "as is" at the commencement of the term of this Lease and in their then present condition and subject to all applicable municipal, borough, state, and federal laws, ordinances and regulations governing and regulating the use of the Premises accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that neither Landlord nor Landlord's agents have made any representation or warranty as to the suitability of the Premises for the conduct of Tenant's business.

28. **SALE OF PREMISES BY LANDLORD.** At closing of any sale or assignment of the Premises by Landlord, the Purchaser shall be deemed to have assumed and agreed to carry out all of the covenants and obligation of Landlord hereunder

29. **RECORDATION / MEMORANDUM OF LEASE.** Tenant will not record this Lease without the prior written consent of Landlord. Upon Landlord's request to Tenant, at any time, the parties will execute and record a memorandum of this Lease.

30. **ENTIRE AGREEMENT.** This Lease sets forth the entire understanding and agreement of Landlord and Tenant with respect to the Premises and the lease thereof, and all prior conversation and writings are deemed merged herein and thereby extinguished and of no further force and effect. This Lease may be amended or modified only in writing signed by both parties.

31. **COMPLIANCE WITH LAWS.** Tenant, at its own expense, shall comply with all laws, rules, orders, ordinances, regulations, and requirements of any federal, state, county, or municipal governmental authority (collectively, "Requirements") which impose any duty upon Landlord or Tenant with respect to the use, occupancy or alteration of the Premises (including changes to the Premises necessitated by changes to the common areas), including Requirements of the Americans With Disabilities Act of 1990, 42 U.S.C. § 1201 et seq., as the same may be hereafter amended from time to time ("ADA"). Tenant shall indemnify, defend and hold harmless Landlord from and against any penalties, damages, claims and liabilities (including attorneys' fees) threatened or suffered by Landlord for any violation by Tenant, its assignees, subtenants, licensees, agents, and employees of the foregoing covenant. The foregoing indemnity shall

Landlord Initials JK

Tenant Initials GF

include without limitation the cost of all alterations to the Premises (including architectural, engineering, legal and accounting costs). This indemnity shall survive termination of this Lease.

32. FORUM SELECTION. This Lease shall be construed in accordance with the laws of the State of Alaska. Should any legal proceeding be necessary under this Lease, the same shall be commenced in the Superior Court for the State of Alaska, Third Judicial District at Anchorage, Alaska. Tenants agree specifically that venue and jurisdiction in that court are proper, and further agree to submit themselves to the jurisdiction of that court. Tenant shall not claim that said forum is an inconvenient forum.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the dates set forth below their respective signatures.

LANDLORD:

Brewery Capital Inc
Gary J. Klopfer, President

By: *Gary J. Klopfer*

Its: PRESIDENT

Executed on: 8/24/10

TENANT:

Anchorage Brewing LLC
Gabe Fletcher, Managing Member

By: *Gabe Fletcher*

Its: managing Member

Executed on: 8/24/10

EXHIBIT "A"

Physical Address:

717 West Third Avenue, Anchorage, Alaska 99501

Legal Description:

That certain building known as

Snow Goose Building

Situated on:

Lot 14, 15, and 16A, Block 15 and the west 20 feet of Lot 18A,
Block 16 Original Townsite of Anchorage

Tax Parcel No.:

002-107-47

Landlord Initials *JK*

Tenant Initials *GF*

Posting Affidavit and Historical Information

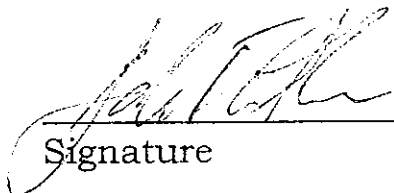


AFFIDAVIT OF POSTING

Case Number: _____

I, Gabriel J. Fletcher, hereby certify that I have posted a **Notice of Public Hearing** as prescribed by Anchorage Municipal Code 21.15.005 on the property that I have petitioned for Conditional Use. The notice was posted on 1-19-11 which is at least 21 days prior to the public hearing on this petition. I acknowledge this Notice(s) must be posted in plain sight and displayed until all public hearings have been completed.

Affirmed and signed this 1 day of 19, 2011.


Signature

LEGAL DESCRIPTION

Tract or Lot 144
Block 15
Subdivision Original

**CLERK'S OFFICE
APPROVED**

Date 10-17-00

Submitted by

Chair of the Assembly at
the Request of the Mayor
Community Planning and
Development

Prepared by:

For reading

SEPTEMBER 26, 2000

Anchorage, Alaska
AR 2000- 246

1
2
3
4
5 A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY APPROVING
6 A CONDITIONAL USE FOR ALCOHOLIC BEVERAGES SALES FOR A
7 BEVERAGE DISPENSARY LICENSE AND A BREW PUB LIQUOR LICENSE
8 LOCATED ON THE ANCHORAGE ORIGINAL TOWNSITE, BLOCK 15, LOTS
9 14, 15, AND 16A, AND THE WEST 20-FEET OF LOT 18A, BLOCK 16;
10 GENERALLY LOCATED ON THE NORTH SIDE OF WEST 3RD AVENUE,
11 BETWEEN "F" AND "H" STREETS.

12 (Gary J. Klopfer, d.b.a. Snow Goose Restaurant & Brewery) (Case 2000-170 and 2000-171)

13
14 THE ANCHORAGE ASSEMBLY RESOLVES:

15
16 Section 1. The conditional use permit for a beverage dispensary license
17 and a brew pub liquor license located in the Anchorage Original Townsite
18 Subdivision, Block 15, Lots 14, 15, 16A, and the west 20-feet of Lot 18A, Block
19 16 is approved subject to the following conditions:

- 20 1 A notice of Zoning Action shall be filed with the District Recorder's Office
21 within 120 days of the Alcoholic Beverage Control Board's approval of the
22 license.
- 23 2 All construction and uses shall conform to the plans and narrative
24 submitted.
- 25 3. The use of the property by any person for the permitted purposes shall
26 comply with all current and future federal, state and local laws and
27 regulations including, but not limited to, laws and regulations pertaining to
28 the sale, dispensing, service and consumption of alcoholic beverages and
29 the storage, preparation, sale, service and consumption of food. The
30 owner of the property, the licensee under the Alcoholic Beverage Control
31 license and their officers, agents and employees shall not knowingly
32 permit or negligently fail to prevent the occurrence of illegal activity on the
33 property.

1 4 The applicant shall demonstrate compliance with a Liquor "Server
2 Awareness" Training Program approved by the State of Alaska Alcoholic
3 Beverage Control Board, such as or similar to the program for techniques
4 in alcohol management (T.A.M.).

5 Section 2. Failure to comply with the conditions of this conditional use
6 permit shall constitute grounds for its revocation.

7 Section 3. This resolution shall become effective immediately upon
8 passage and approval by the Anchorage Assembly.

9
10 PASSED AND APPROVED by the Anchorage Assembly this 17th
11 day of October, 2000.

12
13
14
15

ATTEST:

Joe Van Hammen
Chair

Lepine Ferguson
Municipal Clerk

(2000-170 and 2000-171)
(002-107-47)

Content ID: 009934**Type:** AR_AllOther - All Other Resolutions

A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY APPROVING AN AMENDMENT TO AN EXISTING CONDITIONAL USE FOR A BEVERAGE DISPENSARY USE TO ALLOW A BREWERY LICENSE NUMBER 5031, AS AN INCIDENTAL USE IN THE B-2C (CENTRAL BUSINESS DISTRICT,

Title: PERIPHERY), FOR ANCHORAGE BREWING, LLC, DBA THE ANCHORAGE BREWING COMPANY; LOCATED AT 717 WEST 3RD AVENUE, ANCHORAGE, AK, 99501, ON ANCHORAGE ORIGINAL TOWNSITE SUBDIVISION, BLOCK 15, LOT 14A; GENERALLY LOCATED NORTH OF WEST 3RD AVENUE, SOUTH OF CHRISTIANSEN DRIVE, AND WEST OF H STREET (Downtown Community Council) (Case 2011-023).

Author: chambersac**Initiating Dept:** Planning

Description: AN AMENDMENT TO AN EXISTING CONDITIONAL USE FOR A BEVERAGE DISPENSARY USE TO ALLOW A BREWERY AS AN INCIDENTAL USE IN THE B-2C DISTRICT FOR THE ANCHORAGE BREWING COMPANY; LOCATED AT 717 WEST 3RD AVENUE.

Date Prepared: 2/24/11 8:55 AM**Director Name:** Jerry T. Weaver, Jr.**Assembly Meeting Date:** 3/8/11**Public Hearing Date:** 3/8/11

Workflow Name	Action Date	Action	User	Security Group	Content ID
Clerk_Admin_SubWorkflow	2/25/11 12:33 PM	Exit	Joy Maglaqui	Public	009934
MuniManager_SubWorkflow	2/25/11 12:33 PM	Approve	Joy Maglaqui	Public	009934
CFO_SubWorkflow	2/25/11 12:12 PM	Approve	Lucinda Mahoney	Public	009934
Commun_Dev_SubWorkflow	2/24/11 10:48 AM	Approve	Jerry Weaver Jr.	Public	009934
Planning_SubWorkflow	2/24/11 10:47 AM	Approve	Jerry Weaver Jr.	Public	009934
AllOtherARWorkflow	2/24/11 10:35 AM	Checkin	Angela Chambers	Public	009934
Planning_SubWorkflow	2/24/11 10:29 AM	Reject	Jerry Weaver Jr.	Public	009934
AllOtherARWorkflow	2/24/11 8:58 AM	Checkin	Angela Chambers	Public	009934

NEW PUBLIC HEARINGS