The September 22 HLB was centered around Holtan Hills Resolution 2022-09:
HLBAC Resolution 2022-09: A resolution recommending approval of the competitive disposal of portions of HLB Parcels 6-011, 6-016, and 6-017, legally described as Tract I Prince Addition Alyeska Subdivision (Plat 87-131)(PID 075-311-04-000), Tract B Girdwood Elementary School Subdivision (Plat 85-38)(PID 075-031-32-000), and Tract 9A Section 9 Township 10 North Range 2 East (Plat 73-220)(PID 075-041-31-000), to CY Investments as described in the Development Agreement between the developer and the Municipality of Anchorage dated April 29, 2022, and amend the *HLB 2021 Annual Work Program*.

The Girdwood Community was well represented at the September 22 HLB meeting a total of 32 people signed up for Public Testimony, with 26 actually speaking. Other than one person every one spoke against the resolution in its current form. I don't have the total attendance but it was large. The HLB also received 6 letters via email during the public comment period, not including the letter from HHHAC. After the presentation and public comments the commissioners began discussions on the resolution attempting to provide Girdwood with a voice for their concerns regarding HH. The commissioners discussions provided two amendments being passed.

The first amendment is a condition, requiring all developers to submit the Girdwood Board of Supervisors (GBOS) review in addition to Municipal staff review when seeking official action by authoritative bodies.

The second amendment Moratorium on the use of any property in Holtan Hills for short term rentals (STR), less than 30 days in duration, with a sunset provision eliminating this restriction when local ordinance is adopted to regulate the STR supply.

We also began to discuss how the Crow Creek Land Use Plan conflicts with CY's plan as the CCLUP plan does not have a road via Hightower and enters the development via Crow Creek RD. The meeting ran out of time during this discussion and the HLB has since scheduled a SPECIAL MEETING: October 13, 2022 @ 11:30AM. With no agenda or documentation as of today.

This will be a virtual work session for the Advisory Commissioners to continue their discussion on Resolution 2022-09 via Teams.
Click Here to join via Teams
Or to join via telephone call 907-519-0237 and use Conference ID 997 316 172#

The NEXT REGULAR HLB MEETING: October 27, 2022 @ 11:30AM
No HLB agenda yet.
Click here to join via Teams
Or to join via telephone call 907-519-0237 and use Conference ID 305 771 453#
Or join in person at the Permit and Development Center, 4700 Elmore Road, Anchorage, Alaska 99507

You can find the below information on the September 22, 2022 on the HLB web page. https://www.muni.org/Departments/hlb/Pages/HLBCommission.aspx
Agenda
Packet
Recording
Presentation: Res 2022-09 Holtan Hills

I am adding the link to Crow Creek Land Use Plan, which is an important document for HH https://www.muni.org/Departments/hlb/HLBDocument/Crow%20Creek%20Land%20Use%20Plan.pdf
I will send agenda's for the up coming meetings when they are posted.

Ron Tenny

DATE: September 14, 2022

TO: Adam Trombley: Adam.Trombley@anchorageak.gov
Connie Yoshimura, CY Investments: cyoshimura@gci.net

CC: Heritage Land Bank and HLBAC Commissioners: hlb@anchorageak.gov
Girdwood Board of Supervisors: gbos@muni.org

FR: Holtan Hills Housing Advisory Committee, Sam Daniel and Emma Kramer, Co-chairs

Introduction
Girdwood is experiencing an ongoing housing crisis. Every resident and business owner is acutely aware of the lack of housing and the incredible challenges posed by the cost of housing. This reality is known and acknowledged in the HLB Girdwood Residential 2021 RFP (Attachment A, page 8 Section 3). The winning proposal, submitted by CY Investments, LLC, Pomeroy Lodging, and Seth Anderson PE. (Attachment B, p.20;4.5.1 Business Plan) indicates awareness of Girdwood's housing crisis and an intent to create "workforce housing, affordable housing, moderately priced single family homes with ADUs, luxury 50,000 square foot lots as well as cottages and 'bird' houses" (ibid). The Girdwood community is concerned that the Development Agreement (Attachment C) between CY Investments and MOA HLB addresses creation of lots only, without the specific guarantee of creation of the housing Girdwood needs.

In July an informal survey of Girdwood renters was conducted online via social media platforms. The 133 responses reveal many of the struggles our community faces with housing:

- 73% responded that their rent is over 30% of their income.
- 56% have stayed in unsafe living conditions.
- 36% have experienced homelessness while living in Girdwood.
- 69% have lived in housing that is not up to code.
- 21% have had to take out a loan to pay rent.
- 87% have considered moving out of Girdwood because of the lack of housing.
- 78% work more than 40 hours per week to afford rent.

Following a series of community meetings, widespread written input from community members and business owners, and at the suggestion of Connie Yoshimura, the Holtan Hills Housing Advisory Committee was formed by the GBOS to coalesce the community's concerns and work toward an agreement with CY Investments and HLB. This letter is the product of their work.

Goals
After deep listening to our community, our goals are to work collaboratively and use inclusionary housing concepts to:

A. Increase the supply of workforce and mid-income housing;
B. Increase the affordability of housing in Girdwood;
C. Increase the amount of housing occupied by Girdwood residents; and,
D. Limit the use of new housing as short term rental property.

Recommended Revisions to the Development Agreement.

1. Add language from the RFP (Attachment A) and the winning proposal (Attachment B) to the Development Agreement as a binding commitment that:
    a. CY Master Plan/Plat/etc. shall “promote employment stability” within Girdwood. (Attachment A: p. 8).
    b. CY Master Plan shall identify which of the lots / potential housing units in Phase 1 and Phase 2 will be affordable housing, senior housing, workforce housing, market rate housing, multi-generational housing, seasonal workforce apartments, residential homes with ADU’s, and “bird” houses / compact houses (Attachment A: p.11; Attachment B: p.2, 20, 24, 30).

2. Add specific requirements (Attachment B: p.12) for consultation with:
    a. Girdwood Board of Supervisors/ Girdwood Land Use Committee
    b. Girdwood Community Land Trust
    c. Imagine Girdwood
    d. Girdwood Trails Committee

3. Restructure HLB Profit Sharing through a combination of deed restrictions on Phase 1 and 2 lots to use of property as primary places of residence; and land transferred from Phase 1 and 2 to be deeded to a specified Girdwood nonprofit entity for the purpose of constructing inclusionary housing.

4. Increase density and/or increase number of multifamily lots in Phases 1 and 2.

5. Add deed restrictions on Phase 1 and Phase 2 to limit the use of properties as short term rentals.

6. Seed funding for creation and initial operation of Girdwood managed housing authority/ housing strategies
   Upon the disposal of land to CY Investments, an initial investment of $500,000 shall be designated by HLB and treated as encumbered funds to support creation and operation of a management body or contracting with an existing entity to implement inclusionary housing strategies within the Girdwood Valley Service Area in a manner similar to housing authorities in other resort communities.

7. Deadline for Construction of Housing
   HLB shall create a requirement for construction of a specified number of housing units in a set period of time.

8. Increase transparency
   Prior to land disposal, HLB provide the following:
    a. Unredacted copy of the winning proposal by CY Investments, Seth Anderson, PE, and Pomeroy Lodging to the public;
    b. Initial project budget as required in the signed Development Agreement (Attachment C: p. 6, section 3.7).
    c. Written update on the status of the residual rights of the other 3 original partners in the winning proposal.

HLB and CY shall provide a communication calendar for the Holtan Hills development to the entities named in Item #2 above.

Encl:
Attachment A: HLB RFP
Attachment B: CY et al proposal
Attachment C: Development Agreement

Municipality of Anchorage

Austin Quinn-Davidson, Acting Mayor

– Real Estate Department / Heritage Land Bank –

April 6, 2021

Request for Proposal

DEVELOPMENT OF A PORTION OF
HLB PARCELS 6-011, 6-016 and 6-017

The Municipality of Anchorage is requesting proposals for the Real Estate Department.

Enclosed is pertinent information for use in preparing your proposal.

Proposals must be received at the Real Estate Department office, 4700 Elmore Road, 2nd floor, Anchorage, Alaska 99507 (Mailing Address: P.O. Box 196650, Anchorage, AK 99519-6650), **prior to 5:00 p.m., Local Time, May 14, 2021**. Office hours are by appointment only, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays. Proposals received by the Real Estate Department office after the date and time specified will be returned to the proposer unopened. Facsimile or emailed submittals will not be accepted.

A meeting for discussion of the Request for Proposal will be held on the Microsoft Teams platform above at **1:30 p.m., Local Time, April 20, 2021**. It is requested that those interested in submitting proposals attend this meeting. RSVP to shelley.rowton@anchorageak.gov by 5 p.m. April 16, 2021 to receive meeting information (link and call-in number).

One original, plus five complete copies of your proposal must be submitted. In addition to the copies required, a PDF copy on a USB flash drive of the complete proposal, including attachment, shall be submitted.

The Municipality of Anchorage reserves the right to reject any and all proposals and to waive any informalities in procedures.

Sincerely,

Robin E. Ward
Real Estate Department Director

REQUEST FOR PROPOSALS

DEVELOPMENT OF A PORTION OF HLB PARCELS 6-011, 6-016 AND 6-017

SECTION 1: GENERAL INFORMATION

1.1 Purpose

The intent of the Request for Proposal (RFP) is to develop a portion of three parcels currently in the Heritage Land Bank inventory located in Girdwood Alaska, legally described as Tract I Alyeska Subdivision Prince Addition (Plat 87-131) (PID 075-311-04), Tract B Girdwood Elementary School Subdivision (Plat 85-38) (PID 075-031-32), and Tract 9A Section 9 T10N R2E (Plat 73-220) (PID 075-041-31) in a manner that is consistent with the goals of the Girdwood Area Plan and the Crow Creek Neighborhood Land Use Study (Plans) and which provides the highest and best use of the site.

1.2 Background

The subject parcels are currently vacant. The Municipality of Anchorage (Municipality) desires to develop a portion of these parcels for residential purposes. That portion to be proposed for development shall be described by the developer and may include up to 150 acres of the subject parcels, including lands zoned GRST-2, GR-3, GR-5, GIP and GOS.

The Municipality, acting through the Real Estate Department, is utilizing a Request for Proposal process to solicit developer interest in providing residential development (i.e. single family, multi-family, etc.) consistent with the goals of the Plans. The intent of the RFP is to encourage creativity in how respondents envision development of the parcels.

Proposals will be evaluated based on demonstrations of highest and best use of the available developable acreage, subject to acceptability by the Municipality (refer to Section 3). Preference will be given to proposals that include a mix of housing types.

Evaluations will focus on the strengths of development plans, development teams, and public benefit of the proposed development of the property.

1.3 Questions

Any questions regarding this proposal are to be submitted to:

Physical Address:
Municipality of Anchorage
Real Estate Department
4700 Elmore Road, 2nd floor
Anchorage, AK 99507

Mailing Address:
Municipality of Anchorage
Real Estate Department
P.O. Box 196650
Anchorage, AK 99519-6650

(907) 343-7536 Phone
(907) 343-7535 Facsimile
Robin.Ward@anchorageak.gov

Note: if using E-mail please identify the project in the subject line as "Girdwood Residential 2021".

E-mail is the preferred method for question submission.

Office hours of operation are by appointment only: 8:00 a.m. to 5:00 p.m. local time Monday through Thursday, 8:00 a.m. to 4:30 p.m. on Fridays, and closed on municipal holidays. All questions regarding the scope of work must be received prior to the deadline indicated on the RFP cover letter.

1.4 Inspection

All respondents are strongly encouraged to physically inspect the existing property and improvements. The Municipality assumes no responsibility for the disclosure of matters which would not have been disclosed by an inspection of the property.

1.5 Preparation Costs

The Municipality shall not be responsible for proposal preparation costs, nor for any costs, including attorney fees, associated with any administrative, judicial or other challenge to the determination of the proposals. By submitting a proposal, each respondent agrees to be bound in this respect and waives all claims to such costs and/or fees.

SECTION 2: RULES GOVERNING COMPETITION

2.1 Examination of RFP Proposal

Respondents should carefully examine the entire RFP, any addenda thereto, and all related materials and data referenced in the RFP. Respondents should become fully aware of the nature of the proposed transaction and the conditions likely to be encountered in performing the transactions.

2.2 Proposal Acceptance Period

Selection of qualified respondents is anticipated to be announced within thirty (30) calendar days, although all offers must be complete and irrevocable for one hundred twenty (120) days following the submission date.

2.3 Confidentiality

The content of proposals will be kept confidential until the selection of the qualified respondents list is publicly announced and any appeals are finally determined. At that time, all proposals are open for public review. However, the financial information submitted shall not be released to competing respondents or the public until signature of the development agreement (see Section 3.2.1) has been announced.

If a respondent desires its financial information to remain "confidential/proprietary" after the RFP process, the respondent shall clearly indicate such by marking each page with a "confidential or proprietary" stamp/statement. Respondents are advised that proprietary information shall be limited to "records or engineering or other technical data, which, if released, would provide a competitive advantage to any other person engaged in similar or related activities," and "proprietary information which a manufacturer, consultant or provider reasonably requires to be kept privileged or confidential to protect the property interests of persons providing the information or data," under Anchorage Municipal Code (AMC) subsections 3.90.040F and G, respectively.

A respondent must provide a statement supporting its request for maintaining its financial information as "confidential/proprietary," and how it complies with the provisions of AMC outlined above. This request must be attached to the respondent's submission in a conspicuous location.

In the event that the Real Estate Department Director determines that the financial information marked by the respondent as "confidential/proprietary" does not comply with the provisions of AMC, the respondent will be notified prior to evaluation of the financial information. The respondent will be allowed to withdraw the information. If the respondent does not withdraw the information, it will thereafter be treated as non-confidential information.

In the event that information is determined to be of a proprietary nature, it shall be maintained in the files of the Real Estate Department and made available for internal review, but shall not be subject to public disclosure – either during or after the RFP process unless ordered by a court of competent jurisdiction.

Notwithstanding the foregoing, the final awardee will be required to disclose all financial information consistent with the award/contract terms and conditions approved by the Anchorage Assembly.

2.4 Proposal Format

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the respondent's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on the following:

2.4.1 Conformance to the RFP instructions; and
2.4.2 Responsiveness to the RFP requirements; and
2.4.3 Completeness and clarity of content.

2.5 Signature Requirements

All proposals must be signed. A proposal may be signed by an officer or other agent of a corporation, if authorized to sign contracts on its behalf; a general partner of a partnership; manager of an LLC; the owner of a privately-owned vendor; or other agent if properly authorized by a power of attorney or equivalent document.

Signature on the "Letter of Transmittal" will meet this requirement (Section 4.3.3). The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.

Failure to sign the Proposal is grounds for rejection.

2.6 Proposal Submission

ONE ORIGINAL, single sided unbound, plus five (5) complete copies of the proposal must be received by the Municipality prior to the date and time specified in the cover letter. Copies may be bound or enclosed in folders/binders as the respondent chooses.

IN ADDITION to the copies required above, a PDF copy of the complete proposal, including attachments, shall be provided on a USB flash drive.

All copies of the proposals shall be submitted in a single sealed cover which should be plainly marked as a Request for Proposal Response with the title, "**Girdwood Residential 2021**" prominently displayed on the outside of the package.

Proposals must be delivered or mailed to:

Physical Address:	Mailing Address:
Municipality of Anchorage	Municipality of Anchorage
Real Estate Department	Real Estate Department
4700 Elmore Road, 2nd floor	P.O. Box 196650
Anchorage, AK 99507	Anchorage, AK 99519-6650

2.7 News Releases

News releases pertaining to the award resulting from the RFPs shall not be made by a respondent without prior written approval of the Real Estate Department Director.

2.8 Disposition of Proposals

All materials submitted in response to this RFP will become the property of the Municipality. One copy shall be retained for the official files of the Real Estate Department and will become public record after selection of the qualified respondent, with the exception of those items deemed to be confidential, per Section 2.3.

2.9 Oral Change/Interpretation

No oral change or interpretation of any provision contained in this RFP is valid whether issued at a pre-proposal conference or otherwise. Written addenda will be issued when changes, clarifications, or amendments to proposal documents are deemed necessary by the Municipality.

2.10 Modification/Withdrawal of Proposals

A respondent may withdraw a proposal at any time prior to the final submission time and date by sending written notification of its withdrawal, signed by an agent authorized to represent the respondent. The respondent may thereafter submit a new proposal prior to the final submission time and date; or submit written modification or addition to a proposal prior to the final submission time and date. Modifications offered in any other manner, oral or written will not be considered. A final proposal cannot be changed or withdrawn after the time designated for receipt, except for modifications requested by the Municipality after the date of receipt.

2.11 Late Submissions

Proposals not received prior to the date and time specified in the cover letter, regardless of when the proposal was mailed, will not be considered and will be returned unopened.

2.12 Rejection of Proposals

The Municipality reserves the unilateral right to reject any and all proposals as determined to be in the best interest of the Municipality.

2.13 Appeals

AMC section 7.20.130 does not apply to this RFP. Any appeal related to this RFP shall be in accordance with this section.

2.13.1 Appeals Prior to Submission of Proposals

An appeal based on alleged improprieties or ambiguities in the RFP shall be filed with the Real Estate Department NO LATER THAN seven (7) calendar days PRIOR to the date specified for receipt of proposals.

2.13.2 Appeals of the Most Qualified Proposal(s)

An appeal based on the selection of the most qualified proposal in the RFP process shall be filed no later than four (4) working days AFTER the date of the Real Estate Department Director's letter notifying respondents of the selected proposal.

2.13.3 Content of Appeals

The appeal shall, at a minimum, contain the following information:

2.13.3.1 The name, address and telephone number of the applicant; and

2.13.3.2 The signature of the appellant or its authorized representative; and

2.13.3.3 A detailed statement of the legal and/or factual grounds of the appeal, including copies of any relevant documents; and

2.13.3.4 The form of relief requested.

Any appeal that is incomplete or fails to conform to the above shall automatically be denied and shall not be considered at any time thereafter.

2.13.4 Decision on Appeals

The Real Estate Department Director shall issue a written decision containing the rational of the decision within three (3) working days after the appeal has been filed.

An appeal of the decision of the Real Estate Department Director may be filed directly to the Mayor, with a copy provided concurrently to the Real Estate Department Director, within three (3) working days of receipt of the Real Estate Department Director's decision.

Upon receipt, the Mayor, in his sole discretion, may consider the appeal and issue a final decision, or may refer the matter to a special hearing officer appointed by the Mayor. The decision of the Mayor, or the special hearing officer, is the final administrative appeal available to the party filing the appeal.

SECTION 3: DEVELOPMENT PRIORITIES

3.1 Development Priorities

All respondents shall address the following development criteria. The following items are not listed in priority order, with the exception of residential housing, *see* Section 1.2:

3.1.1. A mix of residential housing
3.1.2. Preservation of the Iditarod National Historic Trail
3.1.3. Preservation of Class A wetlands
3.1.4. Inclusion of Accessory Dwelling Units as a prominent feature

3.2 Goals for Developing the Site

Development of property shall accomplish the following goals identified in the Proposals:

- *Ensure Design Quality and Compatibility:* Appropriate design techniques and materials should be employed to ensure that the development is compatible with the surrounding area of Girdwood.

- *Higher and Better Use:* Create a higher and better use for the property to grow and sustain a more vibrant residential district near the heart of the community.

- *Increase Desirability Level:* The extent to which the proposed development satisfies a desired or unique niche in the marketplace and helps diversify the community.

- *Promote Housing and Employment Stability:* The contribution that the development will make toward increased housing opportunities within Girdwood.

- *Economic Development Potential:* The degree to which the development may potentially stimulate other desirable economic development and/or development activity (catalytic effect).

- *Master Plan Compatibility:* The compatibility of development with land use and development plans as described by municipal goals and/or the master plan.

- *Demonstrated Ability:* The demonstrated capacity of the developer to finance, market, manage and package this project. The developer's demonstrated readiness and ability to proceed on the project including time schedules reasonably described.

- *Maintain Natural Features:* The development will minimize impacts on the natural environment while maximizing the benefits of the same.

3.2 Potential Effects on Development

The Municipality hereby discloses the following that may have an effect on the properties:

3.2.1. *Development Agreement*: Execution of a development agreement for the development of the property between the Municipality and the successful respondent. The Development Agreement will contain all provisions of the successful proposal, including concept plans, scope of the project, schedules, financial information and warranties. A Purchase and Sale Agreement will be attached as an exhibit to the Development Agreement.

3.2.2. *Development Covenants*: Respondent shall redevelop the property in accordance with all federal, state and municipal requirements, as established by issuance of the first certificate of occupancy by the Municipality within five (5) years after expiration or earlier termination of the Development Agreement. Notice of this covenant shall be recorded at closing.

3.2.3. *Security*: Respondent shall deliver a letter of credit in a form satisfactory to the Municipality at closing in the amount of THREE HUNDRED THOUSAND DOLLARS ($300,000) as security for performance of the aforementioned development requirements.

SECTION 4: PROPOSAL AND SUBMISSION REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below. Proposals shall not exceed thirty (30) pages in length (excluding letter of transmittal, resumes, title page(s), index/table of contents, attachments, dividers, and drawings). One page shall be interpreted as one side of single lined, typed, 8 1/2" X 11", piece of paper. The number of copies to be submitted is provided in Section 2.6.

4.1 Title Page

Show the RFP subject, the name of your firm, address, telephone number(s), name of contact person, and date.

4.2 Table of Contents

Clearly identify the materials by section and page number.

4.3 Letter of Transmittal limited to two (2) pages.

4.3.1. Briefly state your firm's understanding of the services to be performed and make a positive commitment to provide the services as specified.

4.3.2. Give the name(s) of the person(s) who are authorized to make representations for your firm, their titles, address, and telephone numbers.

4.3.3. The letter must be signed by a corporate officer or other individual who has the authority to bind the firm, per Section 2.5.

4.4 Experience and qualifications of the Development Team

4.4.1. Development Team Structure:

Provide a detailed summary of the Development Team. Provide a description of the proposed legal structure of the team (i.e. joint venture, limited partnership, limited liability company, etc.) and a team organizational structure chart. The summary should include lead staff (firm) for each element of the project, information on the firm and resumes of key staff. If associates within firms are to be involved, provide specifics of their roles, responsibilities and resumes.

4.4.2. Makeup of the Development Team:

Provide a description of each of the key members and the Development Team. At a minimum, identify the entity that will hold overall responsibility for the entire project, the general contractor, and the architect. Provide resumes of the individuals who will be assigned to this project for each of these entities. Verify these individuals will not be allowed to be changed without the consent of the Municipality.

4.4.3. Development Team Experience:

Provide the firm’s development experience with comparable public/private residential developments. Descriptions of former projects should include dates, nature of involvement from a financial standpoint; from a

management and implementation standpoint; implemented developments; sizes and uses; dates on completion, and references with telephone numbers.

4.4.4. Experience in Design-Build Projects:

Provide a listing of projects of this type completed in the last ten (10) years. Provide details regarding your firms' specific contractual roles and responsibilities. Include the names, addresses and phone numbers of owner references for each project. Provide a description of your firm's approach to providing design-build services. Describe how you perform design review, document coordination, constructability review, value engineering, permitting and subcontract preparation and packaging. Describe your experience working in a team approach with the owner and your Development Team to achieve the best residential developments possible within the established time frame and budget.

4.4.5. Proof of Financing:

Respondent must provide sufficient information and documentation to demonstrate that the respondent has the financial capacity to secure any necessary financing to complete the developments as proposed.

4.5 Development Proposal

4.5.1 Business Plan:

Sufficiently detail and include a reasonable project budget and pro forma, in addition to demonstrating the proposed project's viability and details for the operation and management of the project after completion of construction.

- Provide research / market demand data.
- Provide details on how the proposer intends to utilize the project site and in what form of control of the site, or portion thereof, the project requires.
- Demonstrate committed and qualified tenants / buyers / operators for the completed project.
- Clearly detail and define the project's development costs, including all construction costs, soft costs and contingencies.
- Clearly detail and define project's operating pro forma, including all revenues, expenses, debt service, taxes, and other assessments for the same number of years for which MOA assistance is requested.
- Provide reasonable assumptions for all costs and revenues.

4.5.2 Level of Return and Benefit to the MOA:

Describe the economic, fiscal, employment and other tangible public benefits generated by the proposal. Requests for MOA assistance must be limited to assistance the MOA can reasonably accommodate and be clearly and quantitatively demonstrated to be less than the public benefit generated by the project.

- Qualitative public benefits may be included as support to the well-defined quantitative benefits.
- Specify requested MOA assistance, if any, and include details such as type of assistance, desired length of agreement term, commencement and completion dates, etc.
- Request a level of financial assistance that fills a clearly described financial gap in the proposal.

4.5.3 Consistency with Adopted Plans and Ordinances:

Explain how the proposal is consistent with adopted MOA plans and ordinances, in addition to other external community documents consistent with MOA policies.

- Explain how the proposal is consistent with the Development Priorities described in Section 3.
- Explain why the proposal is a unique development project in the best interest of the citizens of Anchorage.
- Describe how the project will create housing alternatives, net new jobs and business opportunities.

4.5.4 Description and Clear Scope/Scale of Project:

Provide project details, a conceptual access and circulation plan and describe the project's compatibility to the area and adjacent uses. Clearly detail and define the project including:

- Gross acreage of project and proposed uses; e.g. single family, multi-family, etc.
- Number of (rental or ownership) residential units; note any specific intended user for the product; e.g. affordable or senior housing, market rate housing, workforce housing, multi-generational housing, etc.
- Plans to include accessory dwelling units, if any.
- Expected number of construction jobs and construction costs.
- Estimated project cost (all costs).

4.5.4.1 Provide a conceptual site plan and building elevations if applicable (color recommended). Identify any applicable phasing on the drawings.

4.5.4.2 Describe the utilization of the site, and if all or only portions of the site will be incorporated.

4.5.5 Describe how the project will exist in context with adjacent buildings, public amenities and other uses.

4.5.6 Provide circulation plan(s) showing transit, vehicular, bicycle and pedestrian access and circulation within and around the site, for the various existing and proposed users.

4.5.7 Project Timeline:

Provide a comprehensive schedule with major milestones that addresses all phases of planning, entitlements, design, plan review, permits, construction and occupancy. Proposers should commit to a reasonable project time frame.

- Use reasonable assumptions.
- Provide details on phasing, if applicable.
- Provide a construction mitigation plan that identifies potential challenges that neighboring businesses and residents may experience during the development and operating periods and propose viable mitigation plans.

SECTION 5: EVALUATION CRITERIA AND PROCESS

5.1 Criteria

The criteria to consider during evaluations, and the associated point values, are as follows:

5.1.1. Experience and Qualifications of the Development Team will be weighted according to those provisions described in Section 4.4.

500 points

5.1.2. Business Plan will be weighted according to those provisions described in Section 4.5.1.

100 points

5.1.3. Level of Return and Benefit to the MOA will be weighted according to those provisions described in Section 4.5.2.

300 points

5.1.4. Consistency with Adopted Plans and Ordinances will be weighted according to those provisions described in Section 4.5.3.

100 points

5.1.5. Description and Clear Scope/Scale of Project will be weighted according to those provisions described in Section 4.5.4.

800 points

5.1.6. Project Timeline will be weighted according to those provisions described in Section 4.5.5.

200 points

Total Points Available: 2,000 points

5.2 Qualitative Rating Factor

Firms will be ranked using the following qualitative rating factors for each RFP criteria:

1.0 Outstanding
.8 Excellent
.6 Good
.4 Fair
.2 Poor
-0- Unsatisfactory

The rating factor for each criteria category in paragraphs 5.1.1 and 5.1.2 will be multiplied against the points available to determine the total points for that category. Costs shall be scored as defined in the cost section below.

EXAMPLE: For the evaluation of the experience factor, if the evaluator feels the response as provided was “Good,” they would assign a “qualitative rating factor” of .6 for that criterion. The final score for that criterion would be determined by multiplying the qualitative rating factor of .6 by the maximum points available (5) and the resulting score of 3 would be assigned to the experience factor. This process would be repeated for each criterion.

5.3 Evaluation Process

A committee of individuals representing the Municipality will perform the evaluation of all of the proposal(s) received. The committee will rank the proposal as submitted.

The Municipality reserves the right to select proposals for consideration based solely on the written proposal.

The Municipality also reserves the right to request oral interviews with any or all responding respondents. The purpose of the interviews is to allow expansion upon the written responses. A second score sheet will be used to score those firms interviewed. The final selection will be based on the total of all evaluators' scores achieved on the second rating. The same categories and point ranges will be used during the second evaluation as with the first evaluation. The highest ranked respondent after the second scoring, if performed, may be invited to enter into final negotiations with the Municipality for the purposes of contract award.

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT, ("**Agreement**"), effective as of April 29, 2022, 2022 ("**Effective Date**") is made and entered into by and between MUNICIPALITY OF ANCHORAGE AND ITS HERITAGE LAND BANK, an Alaskan Municipal Corporation, whose mailing address is *P.O. Box 196650, Anchorage, Alaska 99519* ("**Owner**"), and CY INVESTMENTS, LLC, an Alaska limited liability company doing business as GIRDWOOD LIFE, whose mailing address is *561 E 36th Avenue, Suite 200, Anchorage, Alaska 99503* ("**Developer**").

WHEREAS, Owner owns the vacant land described in Exhibit A, attached hereto and made part hereof (the "**Property**"), located in Girdwood, Alaska;

WHEREAS, Owner desires to develop the Property so as to create increased housing opportunities within Girdwood consistent with the goals of the Girdwood Area Plan and the Crow Creek Neighborhood Land Use Study;

WHEREAS, Owner published a Request for Proposal dated April 6, 2021 (the "**RFP**"), soliciting proposals from developers with interest in residential development of the Property and other property;

WHEREAS, a development team consisting of CY Investments, LLC and Pomeroy Property Development, Ltd., as financial partners, and Seth Andersen, P.E. (the "original development team"), submitted a joint response to the RFP (the "RFP Response") and were awarded the RFP;

WHEREAS, the original development team has agreed that Developer shall separately develop that certain portion of the Property as shown on Exhibit B, attached hereto and made part hereof, subject to any minor modifications as may be required in the platting and approval process (the "**Subject Property**");

WHEREAS, Owner has agreed to permit Developer to develop the Subject Property, and agrees that the other property chosen for development in the RFP Response may be developed by Pomeroy Property Development, Ltd. pursuant to a separate agreement for such development;

WHEREAS, the development of the Subject Property will create economic, fiscal, employment and other tangible public benefits, including increased tax revenue to the Municipality of Anchorage (e.g. real property taxes) and local employment opportunities during development and construction;

WHEREAS, Owner and Developer desire to set forth the agreed terms for the development of the Subject Property in this Development Agreement regarding the land development and sale of the Property;

NOW, THEREFORE, Owner and Developer hereby agree as follows:

ARTICLE 1. **Definitions**

1.1 *Definitions.* The following terms shall have the respective meanings indicated:

"Change Orders"--Written orders changing the construction, cost or time for performance of the Project issued after the execution of a construction contract for the Project.

"Construction and Design Documents"--The architectural, design, engineering, consulting, and construction contracts and agreements entered or to be entered into by Developer for the development of the Subject Property, and the plans, drawings, specifications, renderings, studies, budgets, forecasts, and schedules developed, and to be developed, with respect to the Project. For purposes hereof, each Construction and Design document shall be deemed to include all modifications and amendments thereto made from time to time, and all documents, drawings, specifications, conditions, addenda, budgets, and other matters produced in connection therewith or incorporated by reference therein.

"Construction and Design Professionals"--Any and all contractors, subcontractors, architects, engineers, surveyors, technical or professional consultants, and other specialists engaged by Developer for the development of the Project.

"Development Phases"--The period commencing on the Effective date and continuing until the closing of the sale by Developer of the last residential Lot in the each of the three phases of the Project.

"Extraordinary Circumstances" – A circumstance not normally encountered during construction in Southcentral Alaska which creates an effect which significantly increases costs beyond reasonable expectations for a similar project. For example: a sinkhole in the roadbed, a landslide over the project site, or unanticipated permafrost.

"Force Majeure"--Labor disputes, fire and other casualties, unusual delay in transportation, adverse weather conditions, unavailability of labor, materials, or services, contractor defaults, governmental restrictions including restrictions arising out of a pandemic, or other causes beyond Developer's reasonable control which cause delay in the progress of the Project.

"Lot"-- A unit of land within a subdivision that is described and fixed on the most recent plat of record as approved by the Municipality of Anchorage under Title 21 of the Anchorage Municipal Code ("AMC"), including a "tract" or "unit lot" as defined in AMC 21.15.040.

"Person"--Any individual, partnership, corporation, trust, or other entity.

"Project"--The construction, development, marketing, and sale of a three-phase residential land development and subdivision project, to be known as "Holtan Hills

Subdivision," which will consist of single-family Lots, low-density multi-family Lots, and multi-family Lots, as generally described in the RFP Response.

"Project Budget"--The budget setting forth the anticipated cost of construction and development of the Project, as may be amended from time to time.

"Project Costs"--A collective term for all direct and indirect costs of the Project, as more particularly described in Article 8 of this Agreement.

ARTICLE 2. **Engagement of Developer**

2.1 *Engagement of Developer.* Owner hereby engages Developer to provide all of the development services described herein, it being understood that such employment shall commence as of the Effective Date and will continue through the Development Phases.

2.2 *Acceptance by Developer.* Developer agrees to use reasonable diligence and its best efforts to cause prompt development of the Subject Property and the sale of residential Lots within the Subject Property, subject to delays owing to market forces and Force Majeure. In connection with the performance of its duties hereunder, Developer shall employ its skills and resources to expedite the Project, to guard Owner against unnecessary costs and expenses, to control costs and to reduce costs where practicable in connection therewith, and shall maintain close communication and coordination with Owner's consultants or designated representatives.

2.3 *No Restrictions.* Nothing contained in this Agreement shall be construed so as to prohibit Developer, or any affiliate of Developer, from owning, operating, or investing in any real-estate development not owned or operated by Owner, wherever located, including any portion of the Subject Property. Owner agrees that Developer or any affiliate of Developer may engage in, or possess an interest in, another business venture or ventures of any nature or description, independently or with others, including but not limited to the ownership, financing, leasing, operating, management, syndication, brokerage, and development of real property, and Owner shall not have any right by virtue of this Agreement in and to said independent ventures or to the income or profits derived therefrom. Owner acknowledges that Connie Yoshimura owns Dwell Realty, LLC, which provides professional management services to homeowners' associations. Owner further acknowledges and agrees that Dwell Realty, LLC may act as manager of the homeowners' association to be created for the Project.

Notwithstanding the foregoing, Developer and Owner shall only be permitted to purchase Lots within the Subject Property at fair-market value and only after such Lot has been offered for sale to the public for a period of at least ninety (90) days.

2.4 *Specific Developer Duties.* The duties of Developer hereunder shall include the following duties:

(a) The selection of all Construction and Design Professionals, and the negotiation of the agreements under which they are retained, including those retained for creating and preparing Construction and Design Documents.

(b) Supervise the preparation of preliminary and final Construction and Design

Documents.

(c) Prepare and submit to Owner preliminary cost estimates and projections of cash requirements covering the Project Costs during the Development Phases. Developer shall keep Owner advised of material changes in cost estimates included in the Project Budget from time to time, to always provide Owner with current information regarding actual and anticipated Project Costs.

(d) Prepare a monthly report on the Project that shall include a copy of Developer's statement submitted to the construction lender in connection with the draw for the preceding month, and a budget covering all Project Costs, in comparative form, showing any deviations from budgets previously furnished to the Owner.

(e) Coordinate and supervise all phases of the construction of the Project, monitoring Construction and Design Professionals for performance in accordance with their respective agreements.

(f) File or cause to be filed all required documents for the approval of all governmental authorities having jurisdiction over construction of the Project; secure, or cause to be secured, all necessary governmental permits and authorizations for such construction (excepting the obligation of Owner as set forth in Section 4.5.2 of this Agreement); and otherwise cooperate with Owner in taking all steps necessary to ensure compliance with all applicable zoning laws, ordinances and regulations, environmental impact laws, ordinances and regulations, and any other laws, ordinances and regulations of any governmental body having jurisdiction over the Project.

(g) Review requests for compensation by the Construction and Design Professionals.

(h) Attend all Project meetings and review and comment on reports delivered by others therein.

(i) Prepare and submit to Owner Developer's statement and/or reports to be submitted to the construction lender in connection with requested draws, coordinating its activities with requests for payments from the Construction and Design Professionals; and review such statements, affidavits, and waivers of lien as may be required by Owner or any construction lender in connection with the construction of the Project, and shall obtain any invoices, contracts, or other supporting data required by Owner or the construction lender.

(j) Review and approve Change Order requests originated by the Construction and Design Professionals.

(k) Obtain insurance (in form, on terms, in substance, and issued by responsible insurance carriers acceptable to Owner) to be carried in connection with the Project, including general public liability insurance in favor of the parties hereto, worker compensation insurance to the extent required under Alaska law, completed

operations insurance, and other forms of insurance as required by Owner pursuant to this Agreement.

(l) Monitor compliance with insurance requirements of all Construction and Design Professionals supervised by Developer hereunder.

(m) Cause to be prepared for review and approval by Owner all documentation necessary for formation of a homeowners' association for the Project and all other documentation necessary for the sales of each of the individual residential Lots within the Project.

(n) Conduct the advertising and sales program for the sales of the Lots within the Project.

(o) Act as Declarant of the homeowners' association for the Project.

(p) Work with the Construction and Design Professionals in coordinating and supervising the performance of work done under warranties provided to Owner.

(q) Advise and assist Owner as necessary in connection with any other aspect of the Project.

2.5 *Financing.* Developer will secure and negotiate the construction financing required for the development of the Project, including interest rates, interest charges, loan fees, and renewal or extension fees.

ARTICLE 3. **Pre-Conveyance Rights and Obligations**

3.1 *Existing Records.* Within thirty (30) days from the Effective Date of this Agreement, Owner shall make available to Developer the following materials related to the Property to the extent such materials are in the possession or control of Owner: (i) a copy of all title reports on the Property; (ii) a copy of all plans and specifications related to the possible development of the Property, including any development, building permits or applications for the same; (iii) all prior surveys of the Property; (iv) all environmental reports, wetlands reports, zoning reports and geotechnical reports for the Property; (v) all inspection reports in the Owner's possession completed by outside consultants with respect to the Property; (vii) details of any litigation affecting the Property; and (ix) any site plans, licenses, authorizations, permits or other governmental approvals, or similar information relating to the Property.

3.2 *Boundary Survey of Subject Property.* Within thirty (30) days from the Effective Date of this Agreement, Developer shall obtain and provide to Owner a boundary survey of the three phases that are contemplated for the Subject Property, which shall be depicted as three individual tracts on said survey (the "**Tract Survey**"). The costs and expenses for preparation of the Tract Survey shall be split equally between Owner and Developer.

3.3 *Wetlands Survey*. Within thirty (30) days from the Effective Date, Owner shall obtain and provide to Developer a current wetlands survey of the Subject Property for Phases 1, 2, and 3. The cost and expenses for the preparation of the wetlands survey shall be paid by Owner.

3.4 *Appraisal of Subject Property*. After the Effective Date, Owner shall promptly obtain and provide to Developer a current appraisal of the Property, with the value of the Property appraised as an undeveloped tract of land for Phases 1, 2, and 3. The cost and expenses for the preparation of the appraisal shall be paid by Owner.

3.5 Necessary Approvals for Conveyance. Promptly after the appraisal of the Property is complete, Owner shall obtain all approvals from the Heritage Land Bank Advisory Commission and from the Municipality of Anchorage as may be necessary for the conveyance of the Subject Property from Owner to Developer.

3.6 *Developer's Inspection and Approval Period.* The parties specifically agree that Developer's obligations under this Agreement are conditioned upon the satisfaction of each of the following conditions during the time periods specified below (any of which conditions may be waived by Developer upon giving notice thereof to Owner):

(a) Developer is granted a one hundred eighty (180) day period beginning on the Effective Date (the "**Inspection and Approval Period**") to determine if the Property is usable by Developer for Developer's intended use. This Inspection and Approval Period grants Developer time to investigate all reasonable issues to ensure the purchase satisfies Developer for Developer's proposed development and use of the Subject Property. Owner acknowledges and agrees that Developer's decision as to whether it will terminate this Agreement at the end of this period is left to Developer's sole discretion. On or before the final day of the Inspection and Approval Period, Developer will notify Owner of Developer's intention either to proceed with the Project or terminate this Agreement. This Inspection and Approval Period may encompass all aspects of Developer's concerns for ensuring the Property meets its intended use to include, but not be limited to: (i) economic and feasibility studies, (ii) appraisals, (iii) site inspections, (iv) studies, (v) testing, (vi) surveys, (vii) utility locates, (viii) utility easements, and (ix) property access.

(b) Notwithstanding anything to the contrary in this Agreement, Developer may extend the Inspection and Approval Period, at no additional cost to Developer, for an additional sixty (60) day period beyond that stated in Section 3.6(a) for engineering, soils and environmental inspections. In the event Developer's engineering, soils or environmental inspections identify a material problem with the Subject Property, Owner will be granted forty-five (45) days to correct such issue at Owner's cost. Owner's failure to correct the issue within the forty-five (45) day period will provide Developer the right to terminate this Agreement or negotiate a modification to this Agreement to provide for the development and sale of such portion(s) of the Subject Property as can be profitably developed and sold.

(c) At any time on or before the final date of the Inspection and Approval Period (as such Inspection and Approval may be extended as contemplated in Section 3.6(b) above), Developer may notify Owner that Developer, in Developer's sole judgment,

has elected to terminate this Agreement. If Developer does terminate this Agreement, then this Agreement shall be deemed to be null and void and of no further force or effect, and Developer and Owner shall have no further rights, obligations, or liabilities under this Agreement, except for any provisions which are expressly stated to survive the termination of this Agreement. If Developer does not terminate before the end of the Inspection and Approval Period, then Developer may only terminate this agreement in the event of a Seller default, or a failure of a condition precedent identified in Section 4.6 of this Agreement.

3.7 *Project Budget.* Within one hundred twenty (120) days after the Effective Date, Developer shall provide Owner with an initial Project Budget based on information reasonably available to Developer.

3.8 *Preliminary Commitment for Title Insurance.* Within ninety (90) days after the Effective Date, Developer, at Owner's expense, shall use commercially reasonable efforts to obtain a standard form Owner's Title Commitment (the "**Title Commitment**") covering the Property and issued by Fidelity Title Agency of Alaska, LLC (the "**Title Company**"), together with copies of all instruments, if any, referred to in the Title Commitment as exceptions to title. Developer shall have ten (10) days after Developer's receipt of the Title Commitment, together with copies of all documents constituting exceptions to title, to review and approve the Title Commitment. If any exceptions appear in the Title Commitment, other than the standard pre-printed exceptions (which shall be totally deleted in the Policy, as defined in Section 4.3 herein, except that the survey exception may except shortages in area), which are objectionable to Developer, Developer shall, within such ten (10)-day period, notify Owner in writing of such objection. Upon the expiration of said ten (10)-day period, Developer shall be deemed to have accepted all exceptions to title as shown on the Title Commitment, except for matters to which notice under the preceding sentence has been given by Developer, and such exceptions shall be included in the term "**Permitted Exceptions**" as used in this Agreement. Owner shall, within ten (10) days of receipt of said notice, clear the title of the defects and objections so specified. In the event that Owner is unable through the exercise of its good faith best efforts (which shall include the payment of money with respect to any mortgages, liens or other matters that can be removed by the payment of money) to cure to Developer's satisfaction, any defect or objection so specified within such ten (10)-day period, then at Developer's option Developer may either (i) take title to the Subject Property despite the existence of such defects, or (ii) terminate this Agreement, in which event this Agreement shall be null and void and of no further force of effect and neither Developer nor Owner shall have any further liabilities, obligations, or rights with regard to this Agreement, except as otherwise provided herein.

ARTICLE 4. **Conveyance of Subject Property**

4.1 *Conveyance of Subject Property.* Provided that this Agreement has not been terminated under the provisions of Article 3, Owner agrees to convey to Developer, by Statutory Warranty Deed in a form acceptable to Developer (the "Deed"), marketable fee simple title to the Subject Property, free and clear of all encumbrances, subject only to the Permitted Exceptions. The Conveyance of the Subject Property from Owner to Developer is referred to in this Agreement as the "**Closing**."

4.2 *Timing of Conveyance.* Within thirty (30) days after Owner has obtained the necessary approvals for the conveyance under Section 3.5 of this Agreement and written request by Developer, Owner shall convey Phase 1 and Phase 2 of the Subject Property to Developer. Phase 3 of the Subject Property will be conveyed to Developer only at such time as is necessary to obtain financing for development of that phase to begin. Owner shall not be responsible for delays in conveyance caused by title company or lender.

4.3 *Title Insurance.* At Closing, Developer shall obtain, at Owner's expense, a standard form Owner's Title Insurance Policy (the "**Policy**") issued by the Title Company, insuring marketable fee simple title to Developer in the full amount of the appraised value of the Subject Property (as determined pursuant to the Appraisal required in Section 3.4) and containing no exceptions or conditions other than easements and the Permitted Exceptions as provided in Section 3.8 of this Agreement.

4.4 *Costs of Closing.* Each party shall pay their own attorney's fees. All other costs of Closing shall be paid as follows:

(i) Owner shall pay the following closing costs:
- (A) Title Commitment and Owner policy of Title Insurance
- (B) ½ recording fees;
- (C) ½ document preparation fees;
- (D) ½ escrow closing fees; and
- (E) Warranty deed.

(ii) Developer shall pay the following closing costs:
- (A) ½ recording fee;
- (B) ½ document preparation fees; and
- (C) ½ escrow closing fees.

4.5 *Municipal Applications.* The parties shall promptly and diligently seek the following approvals from the appropriate departments of the Municipality of Anchorage:

4.5.1 *Developer Applications.*

(i) Developer shall apply for and take all actions necessary for approval of an Area Master Plan for the Subject Property, which may include requests for approval of a Planned Unit Development or Conditional Use Permit, upon terms and conditions satisfactory to Developer; and

(ii) Developer shall apply for and take all actions necessary for approval of a phased Plat for subdividing and creating individual Lots within the Subject Property in three separate phases, upon terms and conditions satisfactory to Developer.

4.5.2 *Owner Applications.*

(i) Owner shall apply for and take all actions necessary to have the portion of Tract B of Girdwood Elementary School Subdivision, according to Plat 85-38, that is within the contemplated boundaries of the Subject

Property, rezoned from the GIP/PLI zoning district to the gR-3 zoning district. The costs and expenses of this rezoning shall be the sole responsibility of Owner.

(ii) Owner shall apply for and take all actions necessary to vacate the Section Line Easement that currently exists within the boundaries of the Subject Property. The costs and expenses of vacating the Section Line Easement shall be the sole responsibility of Owner.

4.6 *Developer Conditions*. Developer's obligations under this Agreement shall be conditioned upon the satisfaction of each of the following on or before July 1, 2025:

(a) Developer obtaining all necessary approvals for an Area Master Plan for the Subject Property, which may include requests for approval of a Planned Unit Development or Conditional Use Permit, upon terms and conditions satisfactory to Developer;

(b) Developer obtaining a phased Plat approval for subdividing and creating individual Lots within the Subject Property in three separate phases, upon terms and conditions satisfactory to Developer;

(c) The recording of a subdivision plat that subdivides the Subject Property into three tracts, in a form satisfactory to Developer, and also satisfying the requirements of any applicable Area Master Plan, Planned Unit Development or Conditional Use Permit;

(d) The rezoning of that portion of Tract B of Girdwood Elementary School Subdivision, according to Plat 85-38, that is within the contemplated boundaries of the Subject Property, from the GIP/PLI zoning district to the gR-3 zoning district, and the vacation of the Section Line Easement that currently exists within the boundaries of the Subject Property;

(e) Obtaining all necessary approvals for construction of the Offsite Improvements, including the extension of the road, pedestrian pathway, and water, sewer, electric, gas, telephone, and internet utilities, from Hightower Road to the first phase of the Subject Property;

(f) Satisfaction of any platting requirements imposed by the Municipality of Anchorage, other than those that may be required by the future subdivision of the Subject Property into individual Lots;

(g) Obtaining all necessary approvals from Owner or the Municipality of Anchorage to proceed with the Project and this Agreement; and

(h) Obtaining the Municipality of Anchorage's approval of appropriations matching or exceeding the general contractor lump sum fixed price amount (further described in Section 5.2(b) below) and the Project Management Fee (further described in

Section 5.4 below) (collectively the "Offsite Improvement Costs") for the Offsite Improvements, including the road and improvements in the rezone area if necessary.

4.7 *Developer's Notice; Right to Terminate.* At such time as all conditions set forth in Section 4.6 have been satisfied, Developer shall provide Owner with a written notice indicating Developer's intention to proceed with the Project (the "**Notice of Satisfaction of Conditions**"). Developer shall provide Owner with a written notice thirty (30) days prior to beginning construction for a Development Phase (Notice to Proceed with Phase).

4.8 *Payment of Real Estate Taxes.* From the time of Closing to the time that Developer gives its Notice to Proceed with Phase, Owner shall pay and be responsible for all real estate taxes that may be assessed against the Subject Property. After Developer gives its Notice to Proceed with Phase, Developer shall be responsible for all real estate taxes that may be assessed against the Subject Property. Owner acknowledges that Developer will seek the exemption provided in AMC 12.15.015.E.6. If Developer's ownership of the Subject Property exceeds the maximum five (5) years of exemption allowable under AMC 12.15.015.E.6, Owner shall be responsible for paying any increase in the real estate taxes assessed against the Subject Property as a result of the expiration of the exemption.

4.9 *Failure of Developer Conditions.* If any of the conditions set forth in Section 4.6 have not been satisfied on or before July 1, 2025, then Developer may terminate this Agreement at its sole discretion. Upon showing by Developer, to the reasonable satisfaction of Owner that the action or inaction of Owner, resulted in the failure to obtain the necessary approvals to satisfy the conditions in Section 4.6, Owner shall be required to reimburse Developer for all actual costs and expenses incurred by Developer in connection with the Project from the Effective Date to the time of termination, plus an additional amount equal to the commercial rate of interest on Developer's most recent active development loan. Upon Developer's receipt of such reimbursement from Owner, Owner shall convey the Subject Property back to Owner, and this Agreement shall be deemed to be null and void and of no further force or effect, and Developer and Owner shall have no further rights, obligations, or liabilities under this Agreement.

ARTICLE 5. **Offsite Improvements**

5.1 *Construction of Offsite Improvements.* Developer and Owner agree that Developer, on behalf of Owner, shall act as Project Manager for the construction of the following improvements from Hightower Road to the first phase of the Subject Property: Road, Pedestrian Pathway, Water, Sewer, Electric, Gas, Telephone, Internet (the "Offsite Improvements").

5.2 *Retention of General Contractor.* Developer, as Project Manager for the Offsite Improvements, shall select and retain a general contractor for the construction Offsite Improvements, subject to the following:

(a) Developer shall solicit three (3) competitive bids from qualified and currently licensed contractors for completing the Offsite Improvements.

(b) Bids must include a lump sum fixed price for completing the construction of all Offsite Improvements.

(c) Developer's selection of the general contractor shall be subject to the approval of Owner, and the terms and conditions of the contract with the general contractor must be reviewed and approved by Owner.

(d) The general contractor shall provide a bond and warranty for the Offsite Improvements as required by any department of the Municipality of Anchorage.

(e) When the Offsite Improvements are complete the general contractor shall call for final inspection by Municipality of Anchorage officials. The general contractor shall have one opportunity to complete all punch list items and call for a reinspection. If all punch list items are not completed and approved by the Municipality of Anchorage upon reinspection, the general contractor shall pay a $5,000 penalty per each required re-inspection.

5.3 *Cost of Offsite Improvements*. Owner shall approve and pay for all costs as described in the contract with general contractor for the planning, design and construction of the Offsite Improvements, in accordance with this Section 5.3.

(a) Upon the Municipality of Anchorage's approval of appropriations for the Offsite Improvement Costs, Owner shall deposit the funds to pay for the Offsite Improvement Costs into an escrow account ("Escrow Account") with an Escrow Agent to be determined under an agreement ("Escrow Agreement") with Developer and Escrow Agent.

(b) Escrow Agreement shall become an addendum to and an integral part thereof this Agreement.

(c) If the Municipality of Anchorage has not approved appropriations for the Offsite Improvement Costs by August 1, 2022, then Developer shall be entitled to terminate this Agreement pursuant to Section 4.9, and Owner shall be required to reimburse Developer for all actual costs and expenses incurred by Developer in connection with the Project from the Effective Date to the time of termination, plus an additional amount equal to the commercial rate of interest on Developer's most recent active development loan.

(d) All Offsite Improvements Costs shall be paid for by Owner from funds in the Escrow Account.

(e) Requests shall be delivered to Owner by Developer on a monthly basis for the purpose of paying the Offsite Improvement Costs. All such costs shall be certified and approved by Developer's engineer of record and by Owner. Once both the engineer of record and Owner have certified the Offsite Improvement Costs subject to the request, Owner shall pay Developer from the Escrow Account.

(f) In the event that the general contractor encounters any Extraordinary Circumstances that are anticipated to result in an increase in the lump sum fixed price for the construction of the Offsite Improvements, Developer shall promptly notify Owner of such circumstances, and the amount of any additional costs shall be certified by Developer's engineer of record. Owner shall approve any such additional costs to the extent that such additional costs are necessary for the completion of the Offsite Improvements.

5.4 *Project Management Fee for Offsite Improvements.* Owner shall pay to Developer a project management fee equal to 3.5% of all costs of completing the Offsite Improvements (the "Project Management Fee"), including the cost of the general contractor and all costs of planning, designing, developing, and managing the construction of the Offsite Improvements. The Project Management Fee shall be due monthly and paid for by the 10th day of every month.

5.5 *Completion of Offsite Improvements.* The construction of all Offsite Improvements shall be completed within one (1) year from the Date that Developer's Notice to Proceed is given under Section 4.7, unless another date is agreed to in writing by the parties.

ARTICLE 6. **Subdivision Improvements and Developer Fees**

6.1 *Compliance with Municipal Requirements.* Improvements to be constructed by Developer within the Subject Property ("**Subdivision Improvements**") shall be constructed in accordance with all requirements or conditions of approval imposed by the Municipality of Anchorage.

6.2 *Construction and Design Documents.* At the request of Owner, Developer shall promptly provide Owner with Construction and Design Documents related to the construction of any Subdivision Improvements.

6.3 *Phased Construction.* Developer will not commence construction of Improvements within Phase 2 of the project until (a) Developer has obtained construction financing for the Phase 2 Improvements on terms satisfactory to Developer and Developer's lender(s), (b) Developer's lender(s) have approved the release of funds from the construction financing to commence construction, and (c) Owner has approved commencement of construction based upon notification by Developer of conditions (a) & (b) above. Developer will not commence construction of Improvements within Phase 3 of the project until (a) Developer has obtained construction financing for the Phase 3 Improvements on terms satisfactory to Developer and Developer's lender(s), (b) Developer's lender(s) have approved the release of funds from the construction financing to commence construction, and (c) Owner has approved commencement of construction based upon notification by Developer of conditions (a) & (b) above.

6.4 *Site Plan Approval.* Prior to the construction of any Subdivision Improvements within a specific phase of the Project, Developer shall provide Owner with a site plan showing the location of all proposed Subdivision Improvements within that phase of the Project, and the dimensions and intended use of any Lot to be created within that phase of the Project ("Site Plan"). Provided that the Site Plan complies with the requirements of the Municipality of Anchorage and is

consistent with the RFP Response, and provided that Owner is satisfied with the lot absorption rate in the prior phase of the Project, Owner shall promptly provide Developer with written approval of the Site Plan.

6.5 *Crow Creek Road Secondary Access*. During the development of the first phase of the Project, Developer will spend up to $125,000 on planning and design documents for constructing a secondary fire apparatus access to Crow Creek Road. The secondary fire apparatus access connection to Crow Creek Road will not be constructed until the development of the second phase of the Project, after Developer completes all Subdivision Improvements within the first phase of the Project. If the Municipality of Anchorage or the State of Alaska Department of Transportation requires Developer to upgrade any portion of Crow Creek Road that is currently in existence, then all costs to upgrade the existing Crow Creek Road shall be paid for solely by Owner.

6.6 *Wetland Mitigation Credits*. Should Compensatory Mitigation be required for a Fill Permit from the U.S. Army Corps of Engineers (USACE) in any phase of the Project, Owner will provide Developer with Credits as required by the Compensatory Mitigation Plan through Permittee Responsible Mitigation at a fee of not more than 35% of the average area cost of similar Credits as quoted by In-Lieu Fee Programs within the Anchorage watershed such as Great Land Trust and the Alaska Railroad Corporation. Financial Assurances must be approved by the USACE, so this amount may be adjusted as required by USACE. This fee will cover the cost of establishing the value of the Credits (delineation), preparing a Long-Term Management Plan and getting the Credits and the Plan approved. Most importantly, this fee must cover the first five (5) years of monitoring to ensure the stability of the ecological value of the Preserved Wetlands, as well as caring for the Preserved Wetlands in perpetuity.

6.7 *Sales of Lots*. Upon completing all Subdivision Improvements within a specific phase of the Project, Developer shall use its best efforts to promptly market and sell all residential Lots created within that phase of the Project. Developer may not market or sell a Lot for less than the fair market value of the Lot. Notwithstanding the foregoing: (a) upon obtaining the Municipality of Anchorage's approval of an Area Master Plan and Preliminary Plat for the Subject Property, Developer may market residential Lots and enter into reservation agreements that require refundable reservation deposits; and (b) Developer may convey to a homeowners' association any Lot that is designated as a common element under AS 34.08 *et seq.* Owner and Developer acknowledge and agree that the homeowners' association shall only be responsible for maintaining those portions of the Subject Property that are designated and conveyed to the homeowners' association as common elements.

6.8 *Developer Fee and Administrative Fee*. As consideration for Developer's obligations to administer and develop the Project, Developer shall receive a developer fee ("**Developer Fee**") equal to 3.5% of all costs identified in Section 8.3(a) through (h), and an administrative fee ("**Administrative Fee**") equal to 1% of all costs identified in Section 8.3(a) through 8.3(h). Because Developer's construction loan(s) will not pay for these fees, fifty percent (50%) of the Administrative Fee shall be paid by Owner on a monthly basis upon invoicing by Developer. The Developer Fee and remaining fifty percent (50%) of and Administrative Fee shall be considered Project Costs for purposes of calculating the amount of Net Profits to be paid to Owner under Article 8. The prepaid Administrative Fee shall not be considered under Section 8.2 as a revenue received by Developer for the calculation of Net Profits.

6.9 *Marketing Fee.* As consideration for Developer's obligations to market and sell Lots within the Project, Developer shall receive a marketing fee ("**Marketing Fee**") equal to 3% of the sales price of each Lot sold within the Subject Property, plus closing costs to include escrow fees, closing fees, title insurance, and document preparation fees charged by a title company. The Marketing Fee shall be paid to Developer from proceeds generated by the sale of Lots within the Subject Property, and shall be considered a Cost for purposes of calculating the amount of Net Profits to be paid to Owner under Article 8.

6.10 *Common Element and Development Expenses (CEDE).*

(a) No CEDE shall be charged in connection with Subject Property.

ARTICLE 7. **Cooperation and Approvals**

7.1 *Cooperation.* Each Party shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may reasonably be necessary or appropriate to give full force and effect to the terms and intent of this Agreement. At Developer's request, Owner shall promptly furnish Developer with any and all information and documents available to Owner and reasonably required by Developer in fulfilling its obligations in connection with the development of the Project.

7.2 *Subordination of Owner's Interest.* Owner acknowledges that Developer will seek to obtain a construction loan for financing the cost of planning, designing and constructing the Subdivision Improvements. Owner hereby agrees to promptly execute any and all documents necessary to subordinate Owner's interest in the Subject Property and/or in the profits from the sale of Lots, to any construction loan that Developer acquires for the purpose of planning, designing or constructing Subdivision Improvements. The subordination of Owner's interest in the Subject Property will be accomplished at such time as Owner and Developer's construction lender have agreed upon the terms of a commercially reasonable inter-creditor agreement.

7.3 *Owner Approval for Substantial Matters.* Notwithstanding the powers and duties given to Developer under this Agreement, without the consent of Owner, no act shall be taken, or sum expended or obligation incurred for and on behalf of Owner with respect to any of the following:

(a) The selection and retention of Construction and Design Professionals;

(b) Any expenditure not contemplated in the most recent Project Budget that exceeds more than three percent (3%) of the total Project Budget;

(c) The execution of Change Orders, except that Developer may, without the consent of Owner, authorize Change Orders affecting the construction or cost of the Project provided that the Change Order, or series of Change Orders dealing with the same subject, does not result in a cost increase of more than ten percent (10%) of the amount budgeted for such item(s) in the most recent Project Budget.

(d) The letting of any contract or contracts for the completion of any portion of the Project that was previously covered by a construction contract, if the proposed contract, or series of contracts with respect to the same item(s), would result in a cost increase of more than ten percent (10%) of the amount budgeted for such item(s) in the most recent Project Budget.

(e) Any arrangement for the financing of the Project, and any instruments evidencing or securing the resulting indebtedness, or any modifications therein.

Whenever Owner approval of the previous matters is required, such approval or notice of its refusal to grant approval shall be rendered promptly so as to minimize any interference with the timely completion of the Project.

7.4 *Emergencies.* Notwithstanding anything contained in Section 7.3 to the contrary, in any emergency affecting the safety of persons or property, or which is likely to result in a substantial construction work stoppage, Developer shall be authorized to act in a manner intended to mitigate or prevent threatened damage, injury, or loss, and shall be entitled to make expenditures in connection therewith. However, Developer shall authorize only such acts and shall make only such expenditures reasonably required to stabilize the emergency. In addition, Developer shall authorize such acts and make such expenditures only after Developer has made a reasonable attempt (if circumstances permit) to inform Owner of the cause of such emergency, Developer's proposed course of action in connection therewith, and the likely amount of such expenditures.

ARTICLE 8. **Compensation to Owner**

8.1 *Compensation to Owner.* In consideration for Owner's conveyance of the Subject Property to Developer, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Developer shall pay to Owner fifty percent (50%) of the Net Profits generated from the sale of Lots within each phase of the Project, which Net Profits shall be determined and calculated in accordance with this Article 8.

8.2 *Net Profits.* The Net Profits to be paid to Owner pursuant to Section 8.1 shall mean all revenues received by Developer from the sale of Lots within the Subject Property, less any and all Project Costs incurred in connection with the Project. The prepaid Administrative Fee as described in Section 6.8 shall not be considered a revenue received by Developer under this section.

8.3 *Costs Included.* For purposes of determining Net Profits under Section 8.1, Project Costs shall include, but are not necessarily limited to, the following:

(a) All fees and expenses billed to Developer by the Construction and Design Professionals;

(b) All costs of planning, designing, developing, and managing the construction of Subdivision Improvements including the cost of outside consultants other than the construction and Design Professionals necessary to secure the entitlements, to the extent that such costs are not billed directly to Developer by the Construction and

Design Professionals;

(c) All fees and expenses required by the Municipality of Anchorage or the State of Alaska for applications, permits, inspections, engineering, platting, and review and approval of an Area Master Plan, Planned Unit Development and/or Conditional Use Permit, including any fees charged to Developer for wetland mitigation credits under Section 6.6;

(d) Legal fees incurred by Developer in connection with the Project, including administrative appeals and legal fees necessary for formation of a homeowners' association for the Project;

(e) All costs of insurance maintained by Developer in connection with the Project;

(f) Developer's financing costs, to include construction loan interest, loan fees and costs, and loan renewal fees and costs;

(g) Real estate taxes assessed against the Subject Property and payable by Developer; and

(h) Developer's general and administrative expenses incurred in connection with the Project, to include monthly accounting fees, tax professional fees, and office supplies but excluding office space rental costs.

In addition to the foregoing, the term Project Costs shall include the Developer Fee and remaining fifty percent (50%) of Administrative Fee as set forth in Section 6.8, and the Marketing Fee as set forth in Section 6.9. Proposed costs beyond items (a-h), the Developer Fee, Administrative Fee, and Marketing Fee specifically enumerated above require approval by Owner prior to inclusion in Project Costs for purposes of determining Net Profits under Section 8.1.

8.4 *Costs Excluded.* Notwithstanding the provisions of Section 8.3, for purposes of determining Net Profits, the Project Costs shall not include the following:

(a) Costs and expenses associated with the Offsite Improvements, which shall be paid for pursuant to Article 5.

(b) The costs and expenses for preparation of the Tract Survey, wetlands survey, or appraisal, which shall be paid for pursuant to Sections 3.2, 3.3 and 3.4.

(c) The costs and expenses of rezoning any portion of the Property from the GIP/PLI zoning district to the gR-3 zoning district.

(d) The costs and expenses of vacating the Section Line Easement that currently exists within the boundaries of the Subject Property.

8.5 *Net Profits Determined Per Phase.* The Net Profits to be paid to Owner pursuant to Section 8.1 shall be determined on a "per phase" basis, after all residential Lots within a particular phase have been sold by Developer. Within thirty (30) days of the closing of the sale of the last residential Lot within a particular phase, Developer shall provide Owner with an accounting of the Net Profits for that particular phase. Upon receipt of such accounting, Owner shall have seven (7) days to provide written notice of any objection that Owner may have to any aspect of the accounting. If no objection is received within said seven (7) day period, then Owner shall be deemed to have waived any right to dispute the accounting of Net Profits. If Owner provides written objection to the accounting of Net Profits within said seven (7) day period, then Owner and Developer shall promptly and diligently work together to resolve any dispute over the accounting.

8.6 *Reconveyances.*

If approvals under Section 4.6 are not obtained by July 1, 2025, Developer shall return all tracts originally conveyed via Warranty Deed with no restrictions, other than those Permitted Exceptions and any restrictions that may be imposed pursuant to any approvals obtained under this Agreement, no later than July 15, 2025.

ARTICLE 9. **Indemnification and Insurance**

9.1 *Indemnification.*

(a) Owner shall indemnify and hold Developer harmless from and against any and all actions, suits, claims, penalties, losses, liabilities, damages, and expenses (collectively "Claims"), arising out of Developer's performing the services to be performed by Developer under this Agreement, except Claims based upon Developer's negligence, willful misconduct, failure to act in good faith, or action beyond the authority granted to Developer by this Agreement.

(b) Developer shall indemnify and hold Owner harmless from and against any and all Claims that Owner may suffer, sustain, or incur arising from or in connection with Developer's negligence, willful misconduct, failure to act in good faith, or action beyond the scope of the authority granted to Developer by this Agreement.

(c) Each indemnitor under this Section 9.1 shall reimburse each indemnitee for any legal fees and costs, including reasonable attorney's fees and other litigation expenses, reasonably incurred by such indemnitee in connection with investigating or defending against Claims with respect to which indemnity is granted hereunder. If Claims are asserted or threatened, or if any action or suit is commenced or threatened with respect thereto, for which indemnity may be sought against an indemnitor hereunder, the indemnitee shall notify the indemnitor in writing as soon as practicable after the indemnitee shall have actual knowledge of the threat, assertion, or commencement of the Claims, which notice shall specify in reasonable

detail the matter for which indemnity may be sought. The indemnitor shall have the right, upon notice to the indemnitee given within fourteen (14) days of its receipt of the indemnitee's notice, to take primary responsibility for the prosecution, defense, or settlement of such matter, including the employment of counsel chosen by the indemnitor with the approval of the indemnitee, which approval shall not be unreasonably withheld, and payment of expenses in connection therewith. The indemnitee shall provide without cost to the indemnitor all relevant records and information reasonably required by the indemnitor for such prosecution, defense, or settlement and shall cooperate with the indemnitor to the fullest extent possible. The indemnitee shall have the right to employ its own counsel in any such matter with respect to which the indemnitor has elected to take primary responsibility for prosecution, defense, or settlement, but the fees and expenses of such counsel shall be the expense of the indemnitee.

9.2 *Insurance.*

A. Any contractors or subcontractors hired for the Project shall maintain in good standing, for the entire period of the contact, the insurance described in subsection B of this section. Before rendering any services under this contract, the Contractor shall furnish the Administrator with a Certificate of Insurance in accordance with subsection B of this section in a form acceptable to the Risk Manager for Anchorage.

B. The contractors and subcontractors shall provide the following insurance:

1.) $500,000 Employers Liability and Workers Compensation as required by Alaska Law.

2.) Commercial Automobile Liability in the amount of $1,000,000 combined single limit to include: owned, hired, and non-owned.

3.) Commercial General Liability including:

$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations
$1,000,000 Personal & Advertising Injury
$1,000,000 Each Occurrence
$5,000 Medical Payments

4.) Developer shall provide Professional Liability Insurance with limits of not less than $5,000,000 per occurrence and in the aggregate that shall be effective from and after the conveyance of Phase 1 and Phase 2 of the Subject Property.

5) Cyber/Privacy Liability insurance with limits not less than $1,000,000. The Cyber Coverage shall include, but not be limited to, claims involving invasion of privacy violations (including HIPPA), information theft, and release of private information. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses.

C. Policies written on a "claims-made basis" must have a two (2) year tail of coverage, or an unbroken continuation of coverage for two (2) years from the completion of the contract requirements.

D. Each policy of insurance required by this section shall provide for advance notice to the MOA/Contract Administrator prior to cancellation in accordance with the policy. IF the insurer does not notify the MOA on policy cancellation it shall be the contractor's responsibility to notify the MOA of such cancellation.

E. With the exception of Workers Compensation and Professional Liability each policy shall name The Municipality as an "additional insured" and the actual policy endorsement shall accompany each Certificate of Insurance.

F. General Liability, Workers Compensation, and Automobile policies shall be endorsed to waive all rights of subrogation against the Municipality of Anchorage by reason of any payment made for claims under the above coverage. This policy endorsement shall accompany each Certificate of Insurance.

G. All policies for general liability shall be primary and noncontributing with any insurance that may be carried by the Municipality.

H. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Municipality requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Municipality.

I. Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that the Municipality is an additional insured on insurance required from subcontractors.

ARTICLE 10. **Rights Upon Default**

10.1 *Rights Upon Default.* If either party shall fail to keep, observe, or perform any material covenant, agreement, term, or provision of this Agreement to be kept, observed, or performed by such party, and such default shall continue for a period of sixty (60) days after notice thereof by the other party, then the non-defaulting party shall have all rights and remedies available at law or in equity, up to and including termination of this Agreement.

10.2 *Curing Defaults.* Any default by Developer or Owner under Section 10.1 that is susceptible of being cured shall not constitute a basis for termination if the nature of such default will not permit it to be cured within the grace period allotted, provided that within such grace period Developer or Owner, as the case may be, shall have commenced to cure such default and shall proceed to complete the same with reasonable diligence.

ARTICLE 11. **Owner's Representations; Liability for Hazardous Substances**

11.1 *Owner's Representations*. Owner represents and warrants to Developer as follows:

(a) Owner is the fee simple owner of the Property and has authority to execute this Agreement and will, as of Closing, have authority to convey to Developer all of Owner's right, title, and interest in and to the Subject Property in accordance with this Agreement.

(b) Owner has no Knowledge (defined to include any actual or imputed knowledge of any representative or agent of Owner) of any currently pending or threatened taking or condemnation of the Property or any portion thereof.

(c) Except as disclosed on the Title Commitment, there are no unrecorded leases, licenses, contracts, agreements, easements, encumbrances, service contracts or occupancy agreements currently affecting any portion of the Property which will be binding on Developer following the Closing.

(d) Neither the entering into of this Agreement nor the consummation of the transactions contemplated hereby will constitute or result in a violation or breach by Owner of any material judgment, order, writ, injunction or decree issued against or imposed upon Owner.

(e) Owner has no Knowledge of any actual or threatened action, litigation, or proceeding by any organization, person, individual or governmental agency against the Property, or against Owner or any representative or agent of Owner regarding the Property.

(f) Owner has no Knowledge of any violations of state, federal or municipal law, (including laws relating to the environmental condition of the Property) with respect to the Property.

(g) To Owner's Knowledge, there are not now any Hazardous Substances in, on or under the Property. For purposes of this Article 11, "Hazardous Substances" shall mean all man-made or naturally occurring toxic or hazardous substances, materials, products, by-products or wastes, including radon, urea-formaldehyde, asbestos, petroleum or petroleum products, petroleum additives or constituents, and including mold at such concentrations or under such conditions as to inhibit or impair customary use of the Property, or any other waste, contaminant or pollutant regulated under or for which liability may be imposed by any federal, state or local law or regulation.

(h) To Owner's Knowledge, there are not now any underground storage tanks, oil wells, groundwater monitoring wells, injection wells, asbestos containing materials, lead-based paint, PCB containing equipment (such as lamps, transformers or hydraulic lifts), equipment containing freons regulated under the Clean Air Act, landfills, waste piles, fill materials, or solid waste or hazardous waste, existing in, on or under the Property.

11.2 *Liability for Hazardous Substances*. Developer shall be financially responsible and liable for any Hazardous Substances that Developer brings to the Subject Property, and for the negligent handling of any Hazardous Substances which may exist or be determined to exist on the Subject Property. In the event Developer discovers Hazardous Substances that existed on the Subject Property prior to the Effective Date of this Agreement, then: (a) Developer shall

immediately stop work in the affected area and notify Owner; (b) Owner shall promptly respond to and remediate such Hazardous Substances in accordance with the requirements of applicable law; and (c) Owner shall defend, indemnify and hold harmless Developer from all demands, claims, fees, fines, penalties, judgments, awards, costs, damages, losses, obligations, and liabilities that in any way arise out of, result from or are based upon any legal obligation to respond to, remediate and/or dispose of such Hazardous Substances.

ARTICLE 12. **Miscellaneous**

12.1 *Assignments.* Developer shall have no right to assign or transfer all or any part of its rights or powers, nor delegate any of its duties or obligations hereunder without the prior written consent of Owner, except that Developer may assign and delegate all of its rights, powers, duties, and obligations to an affiliate of Developer.

12.2 *Sale or Assignment by Owner.* In the event that Owner shall, at any time during the term of this Agreement, sell or otherwise dispose of its interest in the Project, Owner shall have the right to assign its rights hereunder to the purchaser thereof, provided that such purchaser shall assume the obligations of Owner hereunder.

12.3 *Successors and Assigns.* Subject to the provisions of Sections 12.1 and 12.2 above, this Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

12.4 *Developer's Representative.* Developer has appointed *Connie Yoshimura* to act as its representative for the Project ("**Developer's Representative**"). Developer's Representative shall monitor and coordinate all on-site phases of the development of the Project. As the Project proceeds, Developer shall have the right to designate a different Developer's Representative and to designate one or more full-time assistants to Developer's Representative.

12.5 *Notices.* All notices, demands, requests, consents, approvals, and other communications (herein collectively called "**Notices**") required or permitted to be given hereunder, or which are to be given with respect to this Agreement, shall be in writing sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to be so notified as follows:

Owner: Attn: Land Management Officer
Municipality of Anchorage, Heritage Land Bank
P.O. Box 196650
Anchorage, Alaska 99519

Developer: Attn: Connie Yoshimura
CY Investments, LLC
561 E 36th Avenue, Suite 200
Anchorage, Alaska 99503

and shall be deemed received three (3) days after the mailing thereof. Such notices, demands, requests, consents, approvals, and other communications may also be delivered by hand, or by

special courier, and shall be deemed received when receipt is acknowledged or refused by the addressee. Either party may at any time change the address for notice to such party by mailing a Notice as aforesaid.

12.6 *Entire Agreement; Amendment.* This Agreement and the referenced Exhibits, if any, contains the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all prior understandings, if any, with respect thereto. There are no understandings, oral or written, which in any manner change or enlarge what is set forth herein. This agreement may not be modified or amended except in writing and signed by the parties hereto.

12.7 *No Waiver.* The failure of a party to enforce at any time any provision of this Agreement will not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement will be held to constitute a waiver of any other or subsequent breach.

12.8 *Severability.* If any term, provision or condition in this Agreement shall, to any extent, be deemed invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than in respect of which it is invalid or unenforceable) will not be affected thereby, and each term, provision and condition of this Agreement will be valid and enforceable to the fullest extent permitted by law.

12.9 *Governing Law.* The terms and provisions of this Agreement will be governed by and construed in accordance with the laws of the State of Alaska without regard to its conflicts of laws provisions.

12.10 *Arbitration of Disputes.* The Parties shall cooperate in good faith to resolve any differences or disputes arising out of or relating to the Subject Property or this Agreement. Any controversy, claim or dispute of whatever nature arising between Owner and Developer, including but not limited to those arising out of or relating to the construction, interpretation, performance, breach, termination, enforceability or validity of this Agreement, shall be determined by arbitration, by one arbitrator in Anchorage, Alaska, governed and administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitrator shall award the prevailing party reasonable expenses and costs, including reasonable attorneys' fees, plus interest on the amount due. The arbitrator's decision shall be final and binding, and judgment may be entered thereon in any court having jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

OWNER:

By: Amy Demboski

Title: Municipal Manager

DEVELOPER:

By: Connie Yoshimura

Title: Owner

Exhibit A

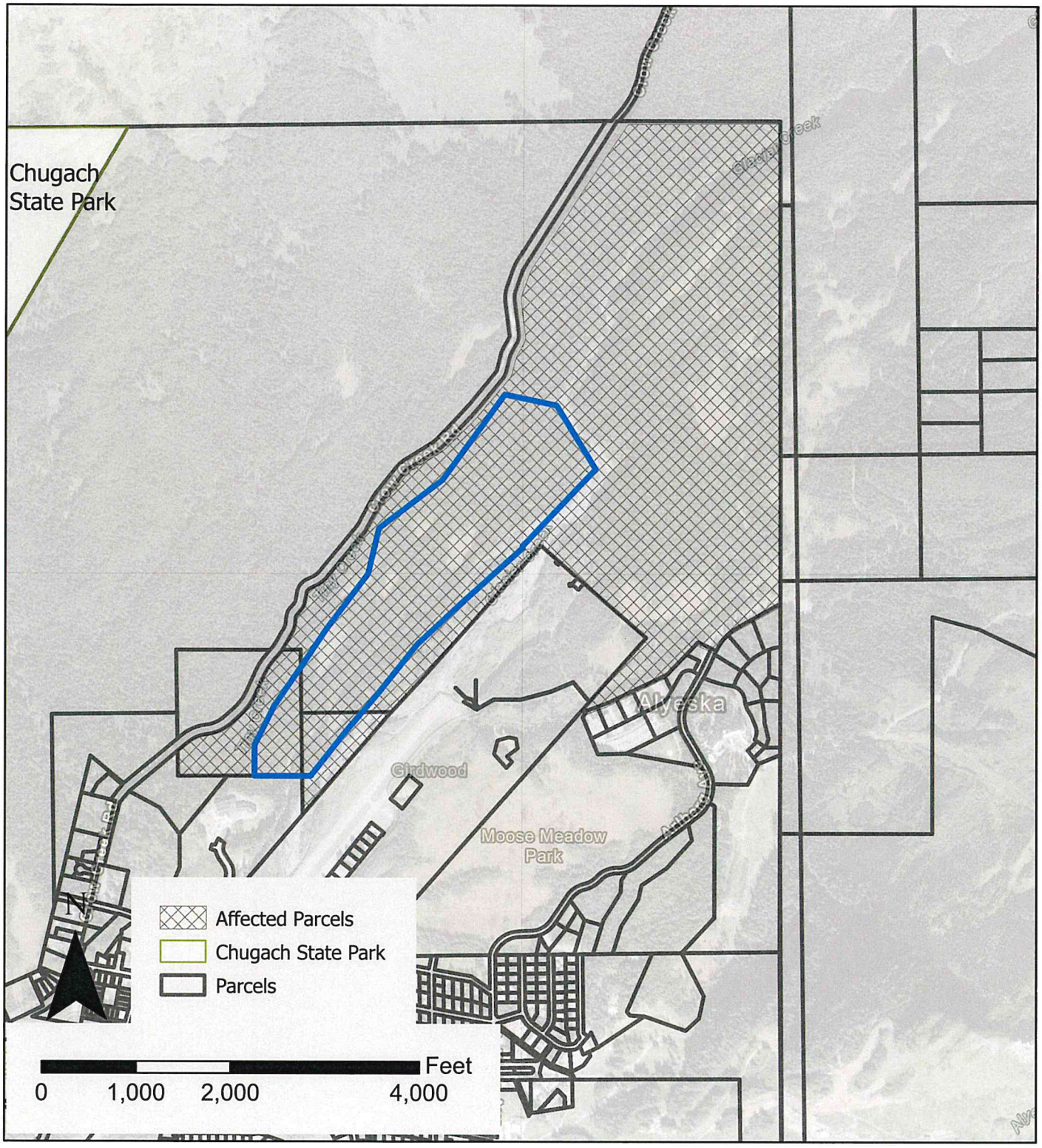
Tract I Alyeska Subdivision Prince Addition (Plat 87-131) (PID 075-311-04-000);

Tract B Girdwood Elementary School Subdivision (Plat 85-38) (PID075-031-32-000); and

Tract 9A Section 9 T10N R2E (Plat 73-220) (PID 075-041-31-000)

DocuSign Envelope ID: 18FAA383-F62D-423F-992B-AC06D99E1F33

Exhibit B



HLB Parcels 6-011, 6-016 & 6-017 - Holtan Hills,
Approximate area of development shown.

POMEROY LODGING
FIERCELY INVESTED

CY Investments, LLC
Seth Andersen

May 30, 2021

Robin Ward
Municipality of Anchorage
Real Estate Department
4700 Elmore Road, 2nd Floor
Anchorage, AK 99507

Re: Girdwood Residential 2021 Proposal Confidentiality Request

Dear Ms. Ward:
CY Investments, Pomeroy Lodging, and Seth Andersen have submitted a proposal in response to the Heritage Land Bank (HLB) Request for Proposal (RFP) for the development of approximately 150 acres of residential land in the Girdwood Valley.

As required in the RFP, we provided financial and other proprietary information that is specific to the project. Release of this confidential and proprietary information would provide a competitive advantage to any other person engaged in similar or related activities. Per the RFP section 2.3 Confidentiality, we request all pages marked or stamped "confidential" or "proprietary" be exempt from public access requirements per Anchorage Municipal Code 3.90.040F and G.

Thank you for your consideration.

Sincerely,

Connie Yoshimura
CY Investments, LLC

POMEROY LODGING
FIERCELY INVESTED

CY Investments, LLC
Seth Andersen, P.E.

June 7, 2021

Robin Ward
Municipality of Anchorage
Real Estate Department
4700 Elmore Road, 2nd Floor
Anchorage, AK 99507

Re: Request for Proposal – Girdwood Residential 2021

Dear Ms. Ward:

Thank you for the opportunity to present this Request for Proposal for approximately 150 acres of residential development in Girdwood, Alaska. This proposal will include a partnership between CY Investments, LLC, Pomeroy Property Development, Ltd., and Seth Andersen, P.E. We are excited about the opportunity for the partnership to facilitate the integration of a world class resort with the Girdwood community and its multiple housing needs, recreational opportunities, and connectivity to the natural environment. This proposal presents opportunities for builders, private parties, and non-profits to create affordable housing, workforce housing, single family units with ADUs as well as resort centric housing. Girdwood is a community that requires a mix of housing units from seasonal workforce apartments to luxury townhouse and condominiums. This proposal incorporates the most critical and immediate housing needs as well as permanent housing for both local residents and users of the resort in fee simple ownership and for lease properties.

Our proposal is to integrate the housing needs within a master plan rather than create economic segregation by housing type and subdivision. The master plan will ensure the architectural integrity of each housing type by the creation of a master homeowner association with Covenants, Codes, and Restriction providing design standards for exterior elevations, landscaping and pathways but allowing builders to work with their own building designers. This mix of housing types will provide opportunity for builders, non-profits, and private parties to participate in and purchase building lots and tracts which will facilitate faster absorption and creation of more housing. The goal of this proposal is to create diversity and opportunity for additional members of the real estate and building industry who might not otherwise be provided with this opportunity.

Within the proposal we discuss how our partnership will create a master planned development to address the RFP's project priorities and goals, specifically:

- Providing a mix of residential housing types,
- Prioritizing the natural environment and access to recreational opportunities, Girdwood's Soul
- Maintaining the National Historic Iditarod Trail as a vital community asset with trail extensions to the Hotel Base area of Alyeska Resort,
- Preserving Class A wetlands, using environmentally sensitive designs and layouts,
- Providing building lots designed to accommodate Accessory Dwelling Units,
- Making building lots available to a variety of designers, builders, and homeowners to sustain Girdwood's unique housing environment, and

- Maintaining existing and providing new non-motorized connectivity to the community and resort.

CY Investments, LLC, Pomeroy Property Development, Ltd., as a developer and capital partner, and Seth Andersen, P.E. believe in the vision for diverse residential developments that will meet many of the community and resort's housing and lodging needs. Should our proposal be selected, we fully understand the services being proposed and will commit to providing the following:

- Formalize Partnership documents outlining the relationship between Pomeroy Property Development Ltd., CY Investments, LLC and Seth Andersen, P.E.
- Enter into a development agreement and a Purchase and Sale Agreement with the Municipality of Anchorage
- Secure all project funding
- Design and obtain approvals to subdivide residential tracts (including land use entitlements specific to Girdwood)
- Award bids for construction of appropriate infrastructure of building lots
- Market and sell lots to individual builders and private party buyers
- Create and Manage the Homeowner's Association, including the Master Association and sub- associations.

The following persons are authorized to make representations on behalf of this proposal:

Connie Yoshimura, CY Investments	907-229-2703
Ryan Laurie, Pomeroy Property Development, Ltd.	437-347-0384
Seth Andersen, P.E.	907-441-5772

Thank you for providing this opportunity and for your consideration.

Respectfully submitted by,

Connie Yoshimura
Managing Member
CY Investments, LLC
561 E 36th Ave, Suite 200
Anchorage, AK 99503

Ryan Laurie
Director of Asset Management
Pomeroy Property Development, Ltd.
1000 Arlberg Ave
Girdwood, AK 99587

Municipality of Anchorage Request for Proposal

Girdwood Residential 2021



POMEROY LODGING
FIERCELY INVESTED

CY Investments, LLC
Seth Andersen, P.E.

Table of Contents

4.4 Experience and qualifications of the Development Team **3**
4.4.1 Development Team Structure 3
4.4.2 Makeup of the Development Team 4
4.4.3 Development Team Experience 9
4.4.4 Experience in Design-Build Projects 14
4.4.5 Proof of Financing 14

4.5 Development Proposal **15**
4.5.1 Business Plan 15
4.5.2 Level of Return and Benefit to the MOA 20
4.5.3 Consistency with Adopted Plans and Ordinances 21
4.5.4 Description and Clear Scope/Scale of Project: 23
4.5.4.1 Concept Plans 23
4.5.4.2 Site Utilization 23
4.5.5 Neighborhood and Community Compatibility 25
4.5.6 Circulation Plans 26
4.5.7 Project Timeline 26

4.4 Experience and qualifications of the Development Team

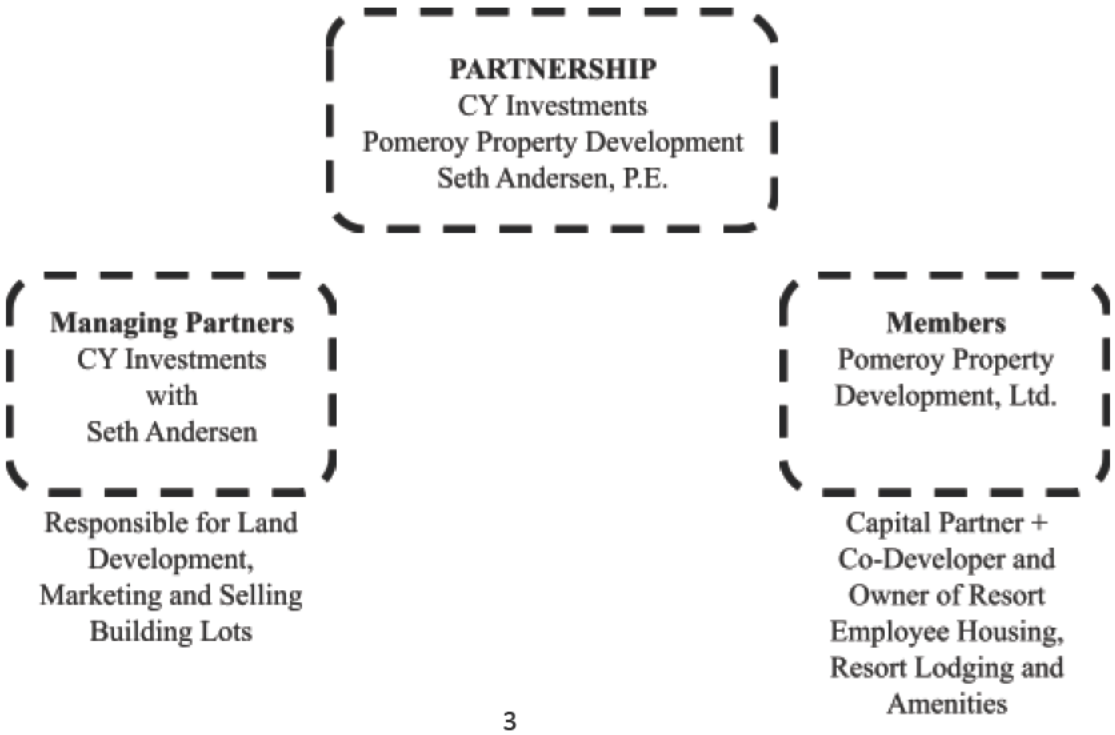
4.4.1 Development Team Structure

The development team will consist of CY Investments and Seth Andersen, P.E. as the Residential Land Developers, Construction Project Managers, and the local representatives of the Partnership. Pomeroy Lodging will be capital partner and co-developer who is the owner-operator of Alyeska Resort and has long term interest in the success of Girdwood's community.

The development team will also include engineering, design, and planning consultants. The consultant team listed in section 4.4.2 all have long term existing relationships with the Members of the Partnership and extensive experience constructing multiple types of housing and lodging needs and community amenities.

Independent contractors will be engaged to execute required horizontal and vertical improvements. Contractors will be selected based on competitive bids, qualifications, experience, established reputations for the type of work being performed and ability to provide 100% Payment and Performance Bonds.

Firm profiles and individual resumes of team members are provided in Appendix A.



4.4.2 Makeup of the Development Team

The Development Team consists of:

Partnership Members and Managers:

CY Investments, LLC.

Connie Yoshimura
Chief Executive Office



CY Investments is led by Connie Yoshimura, Chief Executive Officer. Connie Yoshimura has over 40 years of residential real estate sales and development experience. She has developed such popular new home communities as Huffman Timbers, Turnagain View Estates, Potter Highlands, Heritage Estates in Eagle River and Sandhill Reserve as well as 140 multi-family units. Over her career, she has developed over 150 multi-family units in duplex, four-plex, and 20 unit apartment builds. She has been the managing partner of over 700 single family and townhouse lots as well as over 120 condominiums. She is currently the Owner/Broker of Berkshire Hathaway Home Services Alaska Realty which is an exclusive 15 year franchise for the entire state of Alaska, including a commercial division, relocation services, property management and branch offices in Homer and Palmer, Alaska. Connie has a Master of Fine Arts degree from the Writers' Workshop at the University of Iowa, Iowa City and uses her writing talent to publish articles in the Anchorage Daily News, the Alaska Journal of Commerce, to help educate Alaska's buyers and sellers in the purchase and sale and development of real estate. Her awards and Honors include:

- 2020 BHHS Chairman Circle Platinum Threshold Award
- 2019 Anchorage Realtor of the Year
- 2019 Junior Achievement Business Hall of Fame Laureate
- Past Chair of the MOA Planning and Zoning Commission
- Featured in Anchorage's Centennial book by Charles Wohlforth

Lottie Michael
Senior Vice President, Commercial Division of Berkshire Hathaway Services Alaska Realty

Michael has a thorough understanding of the Alaska commercial real estate market, with more than 40 years of experience. Her expertise covers all aspects of commercial real estate from ownership and management to sales and leasing. Lottie is an integral member of this team, bringing her expertise with capital market analysis, investment acquisition and disposition, as well as asset administration valuation.



Michael received the designation of Certified Commercial Investment Member (CCIM) in 1983 from the National Association of Realtors and is currently President of the CCIM Chapter. She is an active member in several real estate organizations; former President of the Anchorage Board of Realtors; former President of the Alaska Multiple Listing Service; and previous Chairman of the State of Alaska Real Estate Commission.

Michael worked with Grubb & Ellis Real Estate in the late 80's in the San Francisco Bay Area in the Land and Investment Division with a sales and lease volume of over 40 million. In the early 90's Michael took a position as the Senior Vice President for TRI ONCOR International Commercial Real Estate Services where she developed and leased to General Services Administration / FAA a build-to-suit facility, and was awarded Salesperson of the Year for their Commercial Division.

Natalie Travers-Smyre
HOA Manager



Since obtaining her Real Estate License, and Associate Broker License in 1990, Natalie has been involved in Homeowners Association Management, residential land acquisition and sales, residential real estate acquisition and sales, and project management of residential land development projects.

Homeowner Association Management

- Management of over 2,000 individual units in multiple communities.
- Manage and perform daily tasks associated with management services to customers, including homeowners, vendors, and HOA Board of Directors.

- Writing oh HOA documents including covenants, codes, and restrictions, design criteria, and landscape requirements.
- Manage administration, accounting, insurance, and legal issues for the HOA, and Condominium Board of Directors
- Facilitate the HOA process by developing budgets, strategies and initiatives to ensure attainment of association goals.
- Coordinate with various entities including contractors, security, and landscaping to ensure standards of homeowner associations.

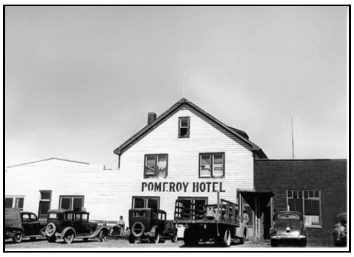
Claire James
Marketing Director, Berkshire Hathaway HomeServices Alaska Realty



June 2020-Current: Integral component in the franchise transition to Berkshire Hathaway HomeServices Alaska Realty from Dwell Realty (March 2016-June 2021) with a focus on rebranding and statewide growth. Oversees 3 office locations, a commercial Division and retention of over 50 independent realtor contractors. Monitor and maintain compliance to all brand marketing, creative innovative marketing campaigns for new developments to include both subdivision, vertical construction and builder advertising. Develop company websites, promote digital marketing campaigns.

Prior employment includes Marketing and Client Relations Manager for Real Estate of the Summit in Breckenridge, CO and Guest Services Manager for Denali Princess Wilderness Lodge at Denali, AK.

Pomeroy Property Development, Ltd.



Pomeroy Lodging is a name that has been synonymous with hospitality in Canada for the past three decades. From humble beginnings the organization as it exists today has been built on its five core values; Honesty, Family, Industry, Quality and Winning. These values permeate throughout the organization's properties, the most recent addition to the portfolio being the Alyeska Resort.

Ryan Pomeroy
Chief Executive Officer

Pomeroy officially joined the company in 2006 and has lead the company since 2007. Pomeroy maintains the companies vision and strategy and steers the overall

direction of the Pomeroy Lodging with the oversight that is balance sheet centric. He is focused on building relationships with corporate and community stakeholders; leading capital restructuring; and directs asset sales and acquisitions. Pomeroy believes in a hands-on approach and will be deeply involved in the planning and design of the development.

Ryan Laurie
Director of Asset Management

Laurie joined Pomeroy as the Director of Asset management in 2017.During this time Laurie has played a significant role in the acquisition and renovation of many of the largest hotel transactions in Canada in recent years. Laurie manages many of Pomeroy's relationships with outside stakeholders including investors, lenders, brands and landlords, while also playing a key role in all transactions. Laurie will manage the relationship with investment partners and support processes with the Municipality of Anchorage.

Nicholas Cheveldave
Director of Project Management & Construction

Chevekdave is an integral part of the team, working in construction leadership roles for Pomeroy for over 11 years he is responsible for leading all new construction projects and large-scale renovation projects, to include Managing contractor relationships, construction timelines and communication with internal stakeholders to ensure a smooth transaction from construction to operations. He has lead several new build projects, and a number of large-scale property renovations during his time with Pomeroy and will be deeply involved in the planning and design process of the development, working with partners to provide assistance in managing contractors working on the construction of the project.

Mandy Hawes
Alyeska Resort General Manager

Hawes, a local resident of Girdwood has been very involved in the community over the past 20 years while working at the resort. Hawes served as the treasurer for Glacier Valley Transit for 11 years, and three years as a member of the Girdwood Public Safety Board, while also diligently attending any public meetings involving community matters. Currently Hawes is serving on the Visit Anchorage Board and Alaska Tourism Industry Association Marketing Committee.

Hawes Manages all aspects of operations at the resort with all major department heads reporting to her, as well as being the primary contract for ownership. Hawes will serve as a key Pomeroy ownership representative on the ground in Girdwood throughout the RFP and development process. Hawes will be a vital conduit between ownership and the local community of Girdwood.

Seth Andersen, P.E.
Project Management and Community Relations

Andersen is a licensed professional civil engineer with experience in structural engineering, civil engineering, geotechnical engineering, site development and project management, throughout Alaska, Washington and Montana. Andersen has extensive knowledge of land use regulations, permitting, and entitlements; technical knowledge of engineering design; and practical experience managing and constructing projects. Project management and development services include site selection, due diligence, entitlements and permitting, financial modeling, zoning changes and variances, ROM cost estimating, and management of; design, bidding, contracting and construction. Andersens's development expertise is in commercial and residential real estate development projects which require complex entitlements, permitting and coordination with authorities and utilities. Andersen has been providing engineering, construction, and development support services since 2008.

Professional Consultants - See Appendix A for firm profiles and professional resumes:

- SE Group – Community, Recreation and Resort Planners and Designers
- McKinley Research – Housing Market Studies and Economic Analysis
- Triad Engineers, Brandon Marcott – Civil Engineering, subdivision, road and utility design
- CRW Engineering Group, Mike Jokela – Surveying, plats, easements
- Bettisworth North Architects and Planners – Landscape Architects and Design Guidelines
- Travis Peterson Environmental Consulting, Inc. - Wetland Delineation and Environmental
- McCollum & Rounds, Jim McCollum – Attorney for Common Interest Ownership Community
- Berkshire Hathaway Home Services Alaska Realty Commercial Division Senior Vice President - Lottie Michael, CCIM - resort base area hospitality consultant

Civil Contractors

- The civil construction scope will be bid out to licensed, bonded and insured general contractors. Contractors will be selected based on costs and experience to ensure competitive pricing and contractors with capability in performing the work, technical experience, record of delivering projects on time, financial and administrative capacity, and credible references. All contractors will provide 100% Payment and Performance Bonds.

  Bid documents will be created by Triad Engineers. Subdivision agreements with the MOA will be created by Triad Engineers and reviewed by CY Investments, LLC and McCollum and Rounds.

Marketing and Land Sales

- Berkshire Hathaway Home Services Alaska Realty, an exclusive statewide real estate brokerage for residential and commercial properties for the State of Alaska will be engaged to market and sell building lots, homes and commercial property and will provide property management for residential and commercial properties.

- Dwell Realty, LLC will be engaged to manage the Master and Sub Homeowners Associations.

Advisors and Consultation with the following:

- Girdwood Community Land Trust

- Girdwood Board of Supervisors

- Imagine Girdwood

- Girdwood Trails Committee

Members of the Development Partnership with overall project responsibility will not be allowed to change without consent of the Municipality of Anchorage.

4.4.3 Development Team Experience

Each member of this development team brings unique experiences and expertise that complement each other and encompass the several technical needs of this proposal.

CY Investments, LLC has over 40 years of residential real estate sales and development experience. CY Investments has successfully developed and sold residential land for 40

years and has developed such popular new home communities as Huffman Timbers, Turnagain View Estates, Potter Highlands, Heritage Estates in Eagle River and Sandhill Reserve as well as 140 multi-family units. CY Investments has a robust understanding of market needs and aspirations of homeowners. CY Investments has an in-depth knowledge of the organizational, entitlement, design and permitting required to create successful neighborhoods and communities.

Pomeroy Property Development, Ltd. has three decades of successfully providing hospitality, lodging and resort amenities and enhancing communities. Pomeroy's award winning and international success is based on the connections it makes with each community it operates and its partnerships with world class companies in the hospitality industry. Shortly after acquiring Alyeska Resort, Pomeroy made a long-term commitment to the Girdwood community by developing their Nordic Spa, providing immediate design and construction jobs, a long-term need of 50+ new permanent employees, and an amenity for the community and Alaska to appreciate.

Seth Andersen has provided civil engineering services ranging from subdivision design, geotechnical exploration and recommendations, structural design, entitlements and permitting. Andersen is also a general contractor with a residential endorsement and focuses on providing smaller and efficient housing as a solution toward affordability and optimizing land utilization. Andersen has a long experience with resort towns and ski areas growing up in a small town neighboring a world-class year-round resort and spending winters at the local resort where his dad, siblings and himself worked. Andersen spent 7 years installing, designing and servicing ski lifts and gondolas for Poma in resort communities throughout the world and was involved with the initial developments at Moonlight Basin at Big Sky Resort as a civil engineer/surveyor.

CY Investments, LLC
For 30 years CY Investments, LLC has transformed undeveloped land into successful residential neighborhoods. The following are examples of these projects:

Development of Sandhill Reserve
Dates: June 2020 ongoing
Financial Commitment: $4.2 M
Roll: Managing Member of Sandhill Development, LLC
Description: 42 single family lots located at the corner of W. 80th and Sand Lake Road. CY Investments, LLC responsible for acquisition, securing financing, design and project management. Negotiation with AWWU for extension of 1,200 ft waterline with shared cost. Connie Yoshimura, broker/owner of Berkshire Hathaway Home Services Alaska Realty, responsible for marketing and sales.

Development of Huffman Timbers
Dates: June 2017 closed out
Financial Commitment: $4.6M
Roll: Managing member of Huffman Timbers Development, LLC
Description 43 single family lots located at the corner of Lake Otis and Huffman Road in southeast Anchorage. CY Investments, LLC responsible for acquisition, securing financing, design and project management. Connie Yoshimura, broker/owner of Dwell Realty, responsible for marketing and sales.

Development of Potter Highlands and Potter Creek
Dates: 1997—on going
Financial Commitment: $6 M
Roll: Managing member
Description: Negotiated remaining three tracts of Potter Creek from Neil Bergt's bankruptcy (owner of Mark Air) concurrently with 160 acres adjacent to Potter Creek from a private party. Ongoing responsibility for financial negotiation, design and project management, sales and marketing.

Development of Cedar Hills Subdivision
Dates: 1997-ongoing
Financial Commitment: $450,000 current
Roll: Managing Member
Description: approximately 97 acres of residentially zoned single family and low density multi-family within the City limits of Palmer. Responsible for three variances approved by the City Council for 83 large lots (30,000 to 42,000 square feet) with well and septic systems, elimination of curb and gutter, fire hydrants and sprinklers and approved drainage plan. Construction of the first phase of 29 lots is to begin August 1, 2021. Estimated financial commitment at time of construction: $1.2M

Pomeroy Property Development, Ltd.
Over the past 3 decades, Pomeroy has completed nearly $500M of construction projects, with many of those projects being ground up hotel developments, however these projects have also included multiple retail and food & beverage developments. As the owner and operator of the Resort adjacent to Tract I, Pomeroy will have a significant concentration of resources available to assist in the management of the development right next door.

POMEROY LODGING
FIERCELY INVESTED

CY Investments, LLC
Seth Andersen, P.E.

The Renovation of the Pomeroy Kananaskis Mountain Lodge



In September of 2015, Pomeroy acquired the Delta Lodge at Kananaskis, a resort in the Canadian Rockies that was built for the 1988 Winter Olympics in Calgary and hosted the 2002 G8 summit. Over the years, the previous ownership group had invested almost no capital, allowing front-of-house, back-of-house, mechanical, and infrastructural facilities to tire to pieces.



Shortly after closing on the acquisition of the Resort, Pomeroy embarked on a $45M renovation of the nearly 30-year old facility. The renovation included an overhaul of every guest-facing part of the resort; rooms, lobby, restaurants, meeting space and exterior while also addressing many of the back-of-house areas; kitchens, front office and staff housing. Throughout this entire renovation, the hotel remained open and operating.

Since executing on the renovation of the hotel, the Resort's revenues have grown over 50% from pre-acquisition levels.

Development of the Pomeroy Inn & Suites Prince George

Prince George is one of the largest cities in Northern British Columbia, Canada and is a market the Pomeroy had sought to develop a hotel in for a number of years. In 2015, the perfect site was identified. Pomeroy assembled a parcel of land, which was owned by the City of Prince George and the Prince George Golf Club and set out to build the Pomeroy Inn & Suites Prince George, managing everything from permitting, land zoning and design and ultimately serving as the GC for the project. By the end of 2018 the hotel had opened with construction costs coming in just under the budget of $20M. The extended stay hotel features 126 apartment style rooms outfitted with full kitchenettes, a water park and meeting space.



POMEROY LODGING
FIERCELY INVESTED

CY Investments, LLC
Seth Andersen, P.E.

Development of the Alyeska Nordic Spa



Pomeroy acquired the Alyeska Resort in 2018 under the premise of the assets' potential. In advance of exploring the highest-and-best-use for all of the excess land that was acquired as part of the transaction, Pomeroy was convinced that the addition of a world-class spa amenity would be welcomed by the Resort's loyal, local customer base while also adding to the destination that is Alyeska for potential out-of-state.

Despite a Global Pandemic, Pomeroy has managed to execute one of, if not, the largest private real estate investments in the Girdwood Valley in recent past. This development has provided invaluable experience to Pomeroy's construction and asset management team in regards to local development ordinances and permitting processes, the current local contractor landscape and the challenges that come with building in Alaska during COVID. The expectation is that supply chain and skilled-labor shortage issues should improve from this point going forward, however having been through the worst of this only provides valuable experience as the construction industry continues to adjust coming out of COVID.

It is worth noting that shovels for the Nordic Spa project were just getting into the ground as the World Health Organization announced the Global Pandemic. When this happened, all travel ground to a halt, and the global hospitality industry saw an unprecedented amount of cancellations with Alyeska being as impacted as any one. While shelter-in-place orders and lockdowns forced the temporary closure of the Resort for two-and-a-half months, Pomeroy soldiered on with the development of the Alyeska Nordic Spa, illustrating its commitment to investment in the Girdwood Valley and the Resort Locale. The Alyeska Nordic Spa is set to open in August of 2021 and while this is admittedly later than the originally targeted open date, construction on the spa never stopped after the initial lull at the outset of the pandemic. Pomeroy's willingness and ability to build what will be a state-of-the-art facility during the most significant downturn in the Alaska hospitality industry ever should provide the HLB and the Municipality the comfort that any future bumps in the road will not stop the organization from pursuing the development of the RFP Lands.

Seth Andersen, P.E.
For 20-years Seth Andersen, P.E.'s has acted as a professional consultant and representative for developers, land owners and architects. Andersen has provided consulting services for entitlements and engineering design for several projects in the Girdwood Valley such as the Alyeska Nordic Spa, the Winner Creek Tram, Glacier City Center, and numerous single family and multi family residences throughout the Girdwood Valley.

As a licensed general contractor with a residential endorsement Andersen has designed, funded, permitted and constructed numerous design-build residential projects ranging from large lot single family homes, duplex and triplexes, and multi unit condominiums, including projects in Girdwood. In the past 5 years interest has been in providing compact and efficient residential housing as an opportunity to lower the cost of homeownership. Andersen developed the Unit Lot Subdivision Ordinance for the Municipality of Anchorage as a tool to provide more affordable, fee-simple, housing, has been an active member of Anchorage Economic Development Corporations Live Work Play Housing Committee and regularly contributes to policy decisions regarding housing and development.

Rolls in development projects regularly includes; site selection and due diligence, entitlements and permitting, financial modeling, zoning changes and variances, ROM cost estimating, as well as management of design, bidding, contracting and construction.

4.4.4 Experience in Design-Build Projects

Majority of the projects listed in the previous section were successfully developed using the development team partnership structure and process described in section 4.4.2. Pomery and Seth Andersen, P.E. have performed true design-build projects (Alyeska Nordic Spa as an example) however the majority of projects, and the structure of this proposal, is to engage consultants to perform technical design and general civil contractors to perform the horizontal construction of roads and utilities. Engaging technical consultants allows us to select those that have the most relevant experience and to work as a team to select a general civil contractor through a competitive bid process.
As the project developers with extensive experience in land development, we will be closely involved and integral to the design process. We will manage the design, entitlements, permitting, bidding and execution of the physical improvements.

Although members of this development partnership may independently build the vertical construction within the development area, the structure is to provide improved building sites for a variety of designers, builders, and homeowners. This structure allows a greater

diversity of housing types, opportunities for Girdwood based builders and designers, and will sustain Girdwood's unique housing environment.

4.4.5 Proof of Financing

[redacted]

4.5 Development Proposal

4.5.1 Business Plan

The Municipality of Anchorage is facing a severe housing shortage and nowhere in the 1,982 square miles of the MOA is this housing shortage more obvious than in Girdwood where the average sales price of a single family is $866,714 year to date 2021. Last year's average sales price was $606,819, an increase of 42.83% while Anchorage's increase in value for single family homes was only 8.14%. The average price of a Girdwood condo is now $362,786 compared to the average Anchorage condo sales price of $215,777. Currently, there are only three residential homes for sale and zero condos. There are only four vacant land listings. The MLS statistical information quoted above does not reflect private party transactions which become prevalent in a small market without any inventory. Anecdotally, Berkshire Hathaway Homes Alaska Realty recently had the opportunity to list a Girdwood home for sale at $515,000. It had 10 offers within 24 hours of MLS publication and sold for $90,000 above list price. The recent $15M investment in a Nordic Spa by Pomeroy Property Development, Ltd. will require 50 new employees which will add to an already severe housing shortage. The Heritage Land Bank RFP for residential development up to 150 acres couldn't be more timely.

The business plan proposed by CY Investments, LLC, Pomeroy Property Development, Ltd. and Seth Andersen, P.E. Proposes a wide variety of housing types to meet an evolving Girdwood demographic. Housing types include workforce housing, affordable housing, moderately priced single family homes with ADUs, luxury 50,000 square foot lots as well as cottages and 'bird' houses. This mixed zone residential development will consist of 102 housing units in the Holtan Hills neighborhoods and the partnership's mixed use resort base area development of 70 residential units and 7 acres for mixed use consisting of residential and resort related amenities.

Extension of the National Iditarod Trail

This non-motorized trail for pedestrian traffic from Holtan Hills to the hotel is approximately 1.25 miles, an easy walking, biking and skiing jaunt which fulfills the basic premise of the business plan which is the social and economic integration of Gird's largest employer and the residents of Girdwood. Trails and connectivity and access to outdoors and recreational opportunities are a key component to the business plan/success of neighborhoods, Girdwood and the resort. This trail extension will continue to provide the recreational opportunities that Girdwood thrives on as a community. The Trail will also provide a secondary (pedestrian) route across Glacier Creek in the event the main bridge crossing Glacier Creek was damaged or unusable.

It is equally important to maintain the National Historic Iditarod Trail as a community asset and connector between the school, and town center, the Holtan Hills neighborhood, established trails in the California creek, the crow creek mine and winner creek trail. The extension of the iditarod trail shall be dedicated as an easement as part of the platting process.

Mixed Residential Zoning within a Tract

If mixed use, why not mixed zoning? In a mixed-use community grandparents can live next door to their millennial grandkids. The grandparent can reside in an attached townhouse style ranch while the millennial with a dog and two small children can reside in a 3-4 bedroom with a fenced backyard for the children and dog. As long as there is an HOA to enforce a common architectural theme, mixed zoning within a tract creates a social vitality not available to new home communities where all homeowners fit the same demographic by age and income. In-home care for aging parents and child care for children can also be accomplished by attached or detached ADUs. However , the Girdwood square footage requirements for accessory dwelling units needs to be increased to 820 square feet, from its current restrictive 600 square feet. The larger square footage is more compatible for two residents. Bottom line: mixed zoning generates faster absorption which creates more housing and increases the profitability not only for the private developer but also for the MOA because the Holtan Hills Phase I, II and III, provides a [redacted] profit share. Employee housing for the resort will be strategically placed and will conform to the architectural control and covenants, codes and restrictions.It will be no more than three stories and no more than six units per building. There will also be a need to adjust zoning within certain tracts for a more generous variety of housing types including square footage and multiple housing types such as condominiums.

Shared off-site Infrastructure Cost

In order to fulfill the projected 172 housing units inclusive of Alyeska Village over a [redacted] year period of time, there will be a need for both private and public financial participation. Girdwood is not the only community within the MOA that has had only stunted growth due to the lack of participation by the MOA for the lack of coordination and construction of offsite utilities, including water, sewer and road extensions. No residential developer can be expected to build collector roads without being able to direct access lots. Developers should only be required to provide the full expense for on-site utilities and roads. This proposal requires an upfront cost by AWWU for the extension of the Holtan Hills and road waterline the cost of which will be reimbursed through a 50/50 profit share as each phase is successfully completed. AWWU has already put in a sewer line and road to facilitate school construction. However, the required extension of the sewer to the lot line which is required by private developers was not made. Had that been done at the time of original construction, the cost for the sewer extension would

now be reduced by one third. See attached letter of agreement between the Heritage Land Bank and AWWU for the water line extension agreed to in 2010.

Public Private Cooperation Agreements and Financing

The partnership requests the support and participation for the approval of the crow creek road to fire access only. In addition we request cooperation for the removal of the section line easement, similar to what was previously done in the Holtan Hills initial plan. We request the Heritage Land Bank release the rights to the crow creek plan and all related studies to the partnership as well as the release of all R&M and Boutet Company engineering plans and survey information, shared off site infrastructure costs.

This proposal requests subordination of the land in exchange for a 50/50 share of net profits (See Budget) for the Holtan Hill Neighborhoods. For the Alyeska Village the terms are [redacted] cash purchase paid follows: [redacted] paid upon transfer of title to the partnership and balance due upon approval of the Title 21 development master plan and approval of all permits for the site access road as well as plat approval for the 27 acres. No rezone is required for the development of this parcel.

Land Developer Vs. Builder

This proposal is for the creation for residential development of 150 acres creating 172 housing units. It is not a design/build proposal where the developer functions also as the ultimate user of the land for the construction of housing units. Rather, this proposal creates the opportunity for lots sold to non-related builders, private parties and potential non-profits such as the community land trust. Over the past five years, there has been a trend in residential development where the developer is also the builder and thus excludes other builders from entering the community. All builders who are appropriately licensed, bonded and insured with a residential endorsement will be welcome in our developments.

Land Utilization

A breakdown of the development areas and acreage is as follows:

- Holtan Hills Phase I – [redacted] acres – rezoned as mixed residential with ([redacted]) 8,400 square foot single family lots and ([redacted]) multi family lots for townhouse, condo, apartment and attached or detached cottages, townhouses, and “pocket-neighborhoods”.

- Holtan Hills Phase II – [redacted] acres – rezoned as mixed residential with ([redacted]) townhouse lots and ([redacted]) 10,000 square foot lots for single or multifamily mixed uses.

- Holtan Hills North Face – [redacted] acres – consists of ([redacted]) 50,000 sf single family lots with onsite well and septic.

- Holtan Hills Development Reserve – [redacted] acres – could consist of an additional ([redacted]) 50,000 sf single family lots with onsite well and septic.

- Alyeska Village – [redacted] acres – Resort base area will include traditional base area village uses with a variety of structures including 3 and 4 level mixed use buildings (residential apartments and condos over amenities), extended stay lodging, as well as single family and townhouse residences at the perimeter of the development area. Pathways will connect the Village with the Hotel and Nordic Spa base area. Summer and Winter recreation trails will provide access to the established hiking, skiing and biking trail networks (i.e. Nordic ski trails, stumpy winter trail, winner creek trail, and moose meadows).

  As an affiliate of the ownership of Alyeska Resort, Pomeroy Property Development Ltd. is the ideal partner to participate in the design and planning of the proposed Alyeska Village site on Tract I. As the largest private owner of land in Girdwood, the organization is currently in the process of completing a Master Planning exercise on its existing fee simple owned lands and could easily tack on the planning of Tract I to the project ensuring continuity and efficiency across the developments.

- Alyeska Village Access Road – [redacted] acres – Road will be accessed from the Arlberg extension and located to minimize the impact on adjacent wetlands. The road will curve around the wetlands in a way to avoid wetland areas. Permits will be coordinated with the US Army Corp of Engineers and wetland impact offsets from The Alaska Railroad and/or Great Land Trust.

- Alyeska Village Reserve – [redacted] acres – this area is located northeast of the [redacted] acres zoned GRST-2 and is intended as connectivity and access to the Winner Creek and Nordic ski area trails.

Development Budgets

The development budgets provided in Appendix C are based on the development areas described above and engineering estimates of costs based on 2021 actual costs for current

developments. Sales price and land valuations used in the budget are based on current land values and in depth knowledge of the Anchorage residential housing and land markets.

Marketing and Sales Plan

Berkshire Hathaway HomeServices is a name that stands for trust, stability, integrity, and longevity. Berkshire Hathaway HomeServices national and international reach stretches across 3 continents and 9 countries. Broker to broker referrals connect us with over 50,000 sales professionals, over 1,450 offices plus an additional 2,000 commercial sales agents worldwide. Berkshire Hathaway represents 72% of the industry share of media voice while providing a luxury collection marketing platform that delivers maximum exposure to qualified prospects through integrated marketing plans that highlight the unique qualities of the second home market.

Homeowners Association Management

Natalie Travers-Smyre, Manager of the Homeowner Association Management Division of Dwell Realty, will create the Master Association and Sub-Associations for the community, including Design Criteria, Covenants, Codes, and Restrictions.

Dwell Realty utilizes RentManager, a fully integrated cloud-based management system that tracks all requests from homeowners, provides online dues payments, and a full accounting of association funds, including reserves.

4.5.2 Level of Return and Benefit to the MOA

The proposed developments will provide economic public benefits including design and construction related employment throughout the phased implementation period and long term employment from construction, property management and maintenance and services associated with residential properties. The fully constructed developments will provide [redacted] homes including affordable housing, workforce housing, single family units with ADUs as well large lot single family housing. This new housing will help stabilize Girdwood by providing a variety of housing types that are needed. Housing availability and affordability is an ongoing challenge in Girdwood and limits employers ability to recruit and retain employees as well as limits the capacity of visitors contributing to the local economy.

The National Association of Home Builders (NAHB) publishes estimated economic impacts related to residential construction. The most recent NAHB data is from 2015 and is for a typical metropolitan area or non metropolitan county. Estimated direct impacts

related to building includes direct and indirect impact of the construction itself, and the impact of local residents who earn money from the construction activity spending part of it within the local area's economy.

Estimated ongoing, annual local impacts that result from the new homes being occupied include occupants paying taxes, participating in the local economy year after year, and the effect of increased property taxes, based on the difference between the value of raw land and the value of a completed house on a developed lot.

The NAHB impacts are based on a national average. Using the NAHB data as a basis the proposed [redacted] new housing units provided in all phases of development have the following local impacts:

- Estimated construction related impacts include:
  - $49 M in local income,
  - $6 M in taxes and other revenue for local governments, and
  - 600 local jobs.

- Estimated annually recurring impacts include:
  - $7 M in local income,
  - $1.8 M in taxes and other revenue for local governments, and
  - 110 local jobs.

Local jobs are measured in full time equivalents - i.e. one reported job represents work for one full time employee for one year.

In addition to the construction related governmental revenue and ongoing annual property tax revenue, under this proposal structure the MOA will share in profits generated from the sale of improved building sites in the Holtan Hills neighborhoods [redacted] and will receive an upfront cash payment for the Alyeska Village development area of [redacted]

Qualitative benefits of the proposed developments include new housing opportunities, a diversity of housing types to facilitate economic and social diversity, increased access to recreation via trail connectivity to the town center, resort areas and established summer and winter trail systems, added capacity to support new employment opportunities in the community, and added capacity to support visitors and tourists.

4.5.3 Consistency with Adopted Plans and Ordinances

Holtan Hill Neighborhoods

The Holtan Hills development areas are currently zoned GR-3 (single and two-family) in the lower neighborhoods (nearest the school) and GR-3 and GR-5 (multi-family) further to the northeast. Our proposal is to make adjustments to the current zoning so that a mix of single and multi-family housing and accessory dwelling units (ADU) can be located closer to the town center and school and larger lot single family housing (that can accommodate ADU's) can be located further up valley and in a location where the topography can accommodate larger lot single family housing and where the cost of installing water and sewer utilities is not practical. The Girdwood Land Use Code does not have a zoning category that allows for a mix of single family and multi-family housing in one zone, options to integrate the housing types will be explored.

New development in the GR-3 zoning area requires an Area Master Plan approval prior to development. In 2006 HLB and Agnew Beck prepared the Crow Creek Neighborhood Land Use Plan which was adopted by the Anchorage Assembly as an area master plan fulfilling the Title 21 requirement. Unfortunately, the approved area master plan was not implemented or granted a schedule modification within the 7-yr time period required in code. We understand that the prior plan requires an update, a new public process, and approvals by the Planning and Zoning Commission and Anchorage Assembly.

The submittal requirements for an area master plan are very comprehensive and we would request HLB to release the rights to the expired plan and associated engineering studies to facilitate updating the plan and obtaining approvals.

Alyeska Village

The Alyeska Village development site is currently zoned GRST-2, new base resort. This zoning designation carries a Development Master Plan approval prior to development. The proposed development for this site conforms to the current zoning category development criteria and will be designed and constructed to satisfy all municipal codes and ordinance.

Development of the Alyeska Village development site in partnership with the owners and operators of Alyeska Resort will ensure a continuity of services, design aesthetic and phasing which will allow the existing and new base areas to be master planned in a way that best serves visitors and users of the resort. Pomeroy Property Development, Ltd. is

currently in the process of preparing a Master plan for the Alyeska Resort and their base area properties. They have engaged an international planning and design firm, SE Group, as a consultant to help with the master planning. SE Group's experience and expertise is in master planning and development plans for ski resort communities which can be applied to integration of Alyeska Village with the existing resort and community. McKinley Research Group (previously McDowell Group) is also engaged as a consultant to provide a Girdwood housing needs study that will guide the development plan for Alyeska Village and development phasing. Planning, design, and creating a development master plan for Alyeska Village is anticipated to take up to two years at which point Pomeroy will be ready to construct access roads and utility extensions to the development site.

Wetlands

Wetlands impact both the Holtan Hill Neighborhoods and the Alyeska Village development site. Work that impacts wetlands requires approved permits from the U.S. Army Corp of Engineers (USACE). Areas where placing fill in wetlands is unavoidable require permit approval which is an iterative process between the applicant, USACE, and public input. Based on the outcome of the permit review, permits will be approved with requirements for best management practices and may include mitigation such as permittee responsible compensatory mitigation. We are aware that the Alaska Railroad and Great Land Trust have active wetland banks.

Girdwood Area Plan Rewrite

We understand that the Girdwood Area Plan is currently in the process of being updated. This effort is being led by Imagine Girdwood and is estimated to be complete in approximately 1 to 2-years. Based on conversations with representatives of Imagine Girdwood we believe our intended uses within the Holtan Hills Neighborhoods generally conforms to the priorities in the Land Use Plan update. Additionally, the new Girdwood Cemetery site is located in one of the few areas that was zoned and available for multi-family housing. This loss of a multi-family zoning area supports the need to rezone areas of Holtan Hills.

4.5.4 Description and Clear Scope/Scale of Project:

The following sections describe the proposed development areas, conceptuals circulation plans and neighborhood compatibility. Section 4.5.4.2 describes the development sites, associated acreage, make up of residentials uses and unique features and opportunities. Project costs are defined and included in the Business Plan section 4.5.1 of this proposal and the expected number of construction jobs is described in section 4.5.2.

4.5.4.1 Concept Plans

Concept site plans and a phasing plan is included in Appendix B. Images characterizing design styles and standards that will be written into the Covenants, Codes and Restrictions are included as Appendix D.

4.5.4.2 Site Utilization

Our proposal covers [redacted] acres of HLB land and provides [redacted] housing units, of a variety of types, housing, amenities and commercial uses in the GRST-2 zoned area, recreational and open space buffers, and a proposed community connector trail between the Holtan Hill Neighborhoods, the hotel base area, the girdwood school and townsite.

The development areas are divided into the following distinct areas and phases:

- Holtan Hills Phase I - consists of [redacted] acres. The area has a significant amount of land challenged by topography, bedrock outcrops, and wetlands. The phase I area is currently zoned for single and two-family housing. Our proposal is to rezone the area to a zoning designation which allows mixed housing types to allow more economical housing as well as social and economic diversity. This area is programmed with [redacted] single family lots (suitable for attached or detached adu's) and [redacted] multi-family lots for compact housing types such as attached or detached cottages, townhouses, and 4-unit buildings for apartment or condos. Wetland areas are included in the total development area as open space and a natural feature to appreciate.

- Holtan Hills Phase II - consists of [redacted] acres. The area also has challenging topography and bedrock outcrops but moves away from the concentrated wetland areas. Phase II area is currently zoned for single and two-family housing. Our proposal is to rezone the areas to accommodate multi-family housing and townhouse lots. This phase is programmed with [redacted] townhouse lots located near the glacier creek bluff and [redacted] multi-family lots for compact housing types such as attached or detached cottages, townhouses, "pocket-neighborhoods", and 4-unit buildings for apartment or condos. Wetland areas are included in the total development area as open space and a natural feature to appreciate. Lots will be located based on topography and to provide views from as many lots as possible.

- Holtan Hills North Face (Phase III) - consists of [redacted] acres. The area is moderately sloping towards the south and east and removed from wetland areas and bedrock outcrops. This area is programmed with up to [redacted] - 50,000 square foot single-family and two-family lots (suitable for attached or detached adu's) with

onsite well and septic. Lots will be designed to maximize views and nestle into the existing forest. The National Historic Iditarod Trail crosses this neighborhood providing access to the lower Holtan Hills and up the valley towards the Crow Creek Mine and Winner Creek Trail.

- Holtan Hills Development Reserve - consists of [redacted] acres. The area is a continuation of Holtan Hills North Face and has many of the same natural features. The area could accommodate [redacted] - 50,000 square foot single-family and two-family lots (suitable for attached or detached adu's) with onsite well and septic.

- Iditarod Trail Community Connector Trail - Alyeska Resort is a commercial and recreational landmark and Girdwood is a community whose residential properties and town center is disconnected from the largest community asset and employment center. The community connector trail is a way to connect these three important community assets. The trail is approximately one mile from Holtan Hills to the Hotel Alyeska. Pomeroy Property Development, Ltd. is supportive of building workforce and employee housing in Holtan Hills provided there is a direct pedestrian connection to the hotel base area and the appropriate mixed zoning can be obtained. Including this workforce housing in the Holtan Hill Neighborhoods brings economic and social integration between the town and the resort.

  The community connector trail is also an important public safety improvement for the Girdwood community. Currently if the Alyeska Highway vehicle bridge were compromised there is no secondary route to cross Glacier Creek and exit the Girdwood Valley. The community trail connector is an important component of connecting the community with the base areas and will require financial participation of the local, state and federal agencies, various non-profits and grant programs. Sections of the National Historic Iditarod Trail, and the portions of the proposed connector trail that fall within the development areas will be dedicated and platted trail easements.

- Alyeska Village - consists of [redacted] acres. The area is in close proximity to the Alyeska Hotel base area, the nordic ski trails and established recreational trails. The site is level and the east edge overlooks Glacier Creek. Access to the site from Arlberg Avenue is complicated by wetland areas. Water and Sewer utilities are located nearby but require significant costs to adequately service the area. The area is zoned GRST-2 and is intended to support the alpine ski area and tourism. The area is programmed for up to [redacted] residential units made up of townhouses, stacked condos and single family homes in addition to approximately [redacted] acres

intended as mixed use developments with housing, lodging, and resort amenities and services. Platted lots will be designed around the Glacier Creek bluff, adjacent wetlands and meadows and forest areas. Trails will connect the development site to the hotel and adjacent recreational trails.

- Alyeska Village Access Road - consists of approximately [redacted] acres. The road will connect to Arlberg Avenue and be aligned to minimize impact on adjacent wetlands.

- Alyeska Village Reserve - consists of approximately [redacted] acres. The reserve is located northeast of the [redacted] acre Alyeska Village development site and is intended as open space for recreational uses such as nature trails, nordic ski trails and nordic ski center.

4.5.5 Neighborhood and Community Compatibility

Our proposal is to develop residential lots that accommodate a wide range of housing types including compact housing (attached and detached cottages and "pocket-neighborhoods"), townhouses, single-family, single-family with adu's, two-family and multifamily housing.

The developments described in this proposal integrate the housing needs in a planned pattern rather than allowing economic segregation by housing type and subdivision. The master plan will ensure the architectural integrity of each housing type by the creation of a master homeowner association with Covenants, Codes, and Restriction providing design standards for exterior elevations, landscaping and pathways but allowing builders to work with their own building designers. This mix of housing types will provide opportunity for builders, non-profits, and private parties to participate in and purchase building lots and tracts which will facilitate faster absorption and creation of more housing. The goal of this proposal is to create diversity and opportunity for additional members of the real estate and building industry who might not otherwise be provided with this opportunity. Girdwoods existing housing is eclectic and creative, offering improved building lots to several designers and builders will continue the variety of style that provides Girdwood with its character.

We are proposing to rezone areas of Holtan Hills in order to allow density closer to the town center and in areas easier to extend utilities and services needed for compact and efficient housing types. New developments will utilize the National Historic Iditarod Trail to connect new housing with the school and town center and a new connector trail is proposed to connect the town center with proposed development sites and the hotel base area.

Development of the Alyeska Village development site in partnership with the owners and operators of Alyeska Resort will ensure a continuity of services, design aesthetic and phasing which will allow the existing and new base areas to be master planned in a way that best serves visitors and users of the resort. Pomeroy Property Development,Ltd. is currently in the process of preparing a Master plan for the Alyeska Resort and their base area properties.

4.5.6 Circulation Plans

Reference Concept site plans and a phasing plan is included in Appendix B. Pedestrian connectivity will utilize the existing National Historic Iditarod Trail as a pedestrian, bike and ski connector from the Holtan Hill Neighborhoods to the Town Center, School and established recreational trails in the Crow Creek and California Creek areas.

A community connector trail connecting Alyeska Resort with Holtan Hills and the Town Center is proposed as a community amenity. implementation of this connector will require partnership and funding from multiple governmental and community organizations.

4.5.7 Project Timeline

Holtan Hill Neighborhood Timeline

Based on a successful award of the project the following items will need to be complete prior to start of construction:

- Formalize Partnership Agreements
- Enter into Development Agreement with the MOA/HLB
- Renewal of the Crow Creek Area Plan
- Rezone approval
- Wetland delineation and USACE permit approval
- Site survey - topo and geotech
- Plat Approval

Upon successful completion and approval of these items we will be prepared to start construction [redacted] following plat approval, depending on the time of year.

Construction of each phase will be [redacted] days.

Prior to start of construction the lots will be marked for sale and fully refundable reservation agreements can be made.

After sale of 50% of the current phase construction of subsequent phases will begin.

Alyeska Village Timeline

Based on a successful award of the project and the approvals listed below, construction of the Alyeska Village access road will begin in [redacted].

- Approval of the Title 21 development master plan,
- Approval of all permits for the site access road, and
- Plat approval for the 27 acres development site

Internal site improvements will be scheduled based on the findings and recommendations of the Alyeska Resort Master Plan prepared by the SE Group and Girdwood area housing study and recommendations prepared by McKinley Research Group.

POMEROY LODGING
FIERCELY INVESTED

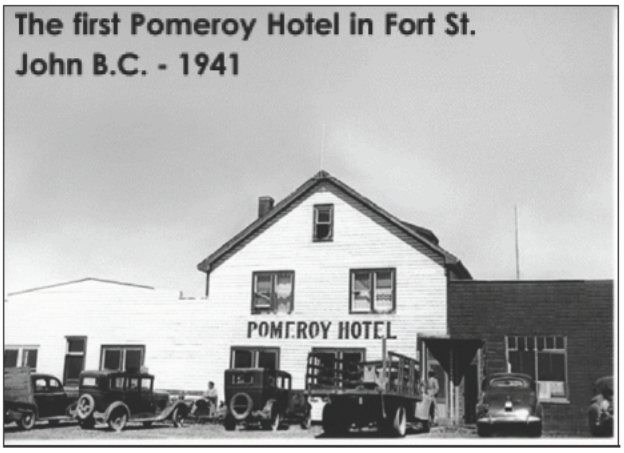
CY Investments, LLC
Seth Andersen, P.E.

APPENDIX A

FIRM PROFILES AND RESUMES

POMEROY LODGING
FIERCELY INVESTED

ABOUT THE DEVELOPER



The first Pomeroy Hotel in Fort St. John B.C. - 1941

Pomeroy Lodging is a name that has been synonymous with hospitality in Canada for the past three decades. From humble beginnings the organization as it exists today has been built on its five core values; Honesty, Family, Industry, Quality and Winning. These values permeate throughout the organization's properties, the most recent addition to the portfolio being the Alyeska Resort.

Key to Pomeroy's success is the connection it makes within each community it operates. Investments in sponsoring local sports tournaments, charitable drives, not-for-profits and other local associations is paramount to the development of the organization's corporate culture and connecting to the people who matter.

$7M+ Spent in our Communities Since 2010	2,100+ Hospitality Professionals Employed Organization-Wide
21 Hospitality Properties Under Management	1M+ Guests Served over the Past Year

Over the years, the organization has received multiple noteworthy awards including being recognized as one of Aon Hewitt's Best 50 employers in Canada in 2012 and the naming of CEO, Ryan Pomeroy, as one of Canada's Top 40 under 40 in 2018. Furthermore, many of the company's assets have been managed in partnership with world-class companies such as Marriott and Intercontinental Hotels Group while past capital partners include institutional level investors. Despite humble beginnings the organization has experience operating with great sophistication.

Between the acquisition of the Alyeska Resort and the Development of the Alyeska Nordic Spa, no one has invested more in the Girdwood Valley in recent past. This capital investment illustrates Pomeroy's commitment to its belief in the Girdwood Valley as a great place to invest and believes that its organizational experience and best-in-class corporate culture will make it a great partner for the Municipality of Anchorage in its pursuit of improving Girdwood as a place to live and play.

DEVELOPMENT TEAM

I. INTERNAL TEAM EXPERIENCE

Since 1993, Pomeroy has completed over $400M of construction projects including the new-build development of nearly 30 hotels.

- Ryan Pomeroy – Chief Executive Officer
  - Ryan maintains the company vision and strategy and steers the overall direction of the Pomeroy Lodging with the oversight that is balance sheet centric. He is focused on building relationships with corporate and community stakeholders; leading capital restructuring; and directs asset sales and acquisitions.
  - Ryan officially joined the company in 2006 and has lead the company since 2007.
  - Ryan will be deeply involved in the planning and design of the development.

- Ryan Laurie – Director of Asset Management
  - Manages many of Pomeroy's relationship with external stakeholders including, investors, lenders, brands and landlords while also playing a key role in all transactions.
  - Significant acquisition and renovation having direct involvement in many of Canada's largest hotel transactions in recent years.
  - Joined Pomeroy as the Director of Asset Management in 2017.

- Ryan will manage the relationship with the investment partners and support any processes with municipal administration.

- Nicholas Cheveldave – Director of Project Management & Construction
  - Leads all new construction projects and large-scale renovation projects managing all contractor relationships, construction timelines and communication with internal stakeholders to ensure a smooth transition from construction to operations.
  - Has been working in construction leadership roles for Pomeroy for over 11 years, leading several new build projects in that time, and a number of large-scale property renovations.
  - Nicholas will be deeply involved in the planning and design process of the development working with partners to provide assistance in managing contractors working on the construction of the project.

- Mandy Hawes – General Manager of the Alyeska Resort
  - Mandy manages all aspects of the operations at the Resort with all major department heads reporting into her and is also the primary contact for ownership
  - A local resident of Girdwood, Mandy has been very involved in the community over the past 20 years while working at the Resort; serving as a Treasurer for Glacier Valley Transit for 11 years, serving as a member of the Girdwood Public Safety Board for three years while also diligently attending any public meetings involving community matters
  - Outside of the Resort, Mandy is also involved in municipal and state-level tourism organizations, currently serving on the Visit Anchorage Board and Alaska Tourism Industry Association Marketing Committee.
  - Mandy will serve as a key Pomeroy ownership representative on the ground in Girdwood throughout the RFP and Development process and will serve as a vital conduit between ownership and the local community.

II. EXTERNAL TEAM EXPERIENCE

Prior to the release of the Request for Proposals, Pomeroy management had already sought out the assistance of third-party service providers to Master Plan the lands currently owned by Pomeroy in Girdwood. This process is ongoing, however the work being completed by the two groups will be invaluable in determining the highest and best use for the RFP lands.

- SE Group – Resort Master Planners
    - As the first consulting firm to focus on the planning, design and operation of ski areas, SE Group evolved into an internationally recognized innovator and leader in the mountain resort industry. Since that time, they have worked on thousands of mountain resort projects—in the United Stated and across the globe.
    - Having completed the Resort Master Planning on behalf of previous ownership, Pomeroy engaged SE Group based on their familiarity with Girdwood and Alyeska Resort to perform Base Area Planning & Design, Multi-Season Recreation Planning, Market & Economic Analysis and Project Implementation for the lands already owned by the Resort and Managed by Pomeroy.
    - With the extensive portfolio of excess land currently owned by the Resort, SE Group has also involved their Community Planning team in the Resort Master Planning process bringing together an integrated team of planners, designers, permitting and financial experts, to help unlock the Resorts potential and maximize opportunities for both Girdwood residents and visitors.
    - SE Group has an extensive Portfolio of Experience including;
        - Deer Valley Resort
        - Town of Snowmass Village Parks, Open Space, Trails and Recreation Plan
        - Arkansas River Corridor Master Plan
        - Jackson Hole Mountain Resort
    - In 2004, SE Group was hired by the National Development Council (NDC) as a subcontractor to its work with the Heritage Land Bank on a study of the Glacier-Winner Creek area. The study looked primarily at

the potential for ski resort development. This work included some high-level assessment of the region's terrain and natural resource issues and conceptually explored a program for year-round resort uses. The conceptual program considered skiing, golf, Nordic uses, and broader outdoor recreation and associated development. This study built upon early work that SE Group has completed for the Alaska Department of Natural Resource (ADNR) in 1992 to evaluate regional ski resort opportunities for the Turnagain Arm Management Plan (TAMP).

- The Team from SE Group working on the Alyeska Master Plan is led by;
  - Claire Humber: Claire helps resort operators and developers conceive, plan and bring to life ski and mountain resorts that balance customer delight and loyalty, distinctiveness, operational efficiency, and cost-effectiveness. She combines systems thinking, wide-ranging experience, an abiding commitment to the ski industry, and expertise in creating focus and consensus to help clients make the most of what's in place today, while building for a future that's likely to be significantly different from the past. Claire has been with SE Group for over 20 years and has led both large and small resort projects throughout Canada and the United States, Scandinavia, Iceland, Korea and Japan.
  - Mark Kane: Mark helps communities defined by outdoor recreation, the rural lifestyle, and tourism unlock and maximize economic, environmental, aesthetic, and recreational character—and potential—through community and land use planning, permitting, and entitlement. Mark brings together deep community planning expertise; an intuitive and informed understanding of how to bring together diverse communities for long term consensus and gain; and a profound commitment to helping small communities find, articulate, tap into, and retain what makes them special. He brings nearly 20 years of experience in environmental and land use planning and analysis to the SE Group team.

- While the work that SE Group is completing for the Resort will not be complete in time for the submission of the RFP response, Pomeroy believes that their expertise in Resort and Community Master Planning would be invaluable in determining the highest and best use for the RFP lands. Pomeroy also expects that while SE will not issue a Master Plan until late in Q3 2021, the thoughtfulness behind their approach will be appreciated by locals in Girdwood and reduce the risk for contention. Further, their involvement in the Planning of the Resort Lands and RFP Lands will ensure a contiguous development and reduce the risk of disjointed development in Girdwood and at the Resort base.

- Mckinley Research - Alaska's most experienced full-service research and consulting firm
  - Mckinley provides a full range of professional services and has performed hundreds of customized economic analyses including economic impact studies, economic profiles, economic forecasts, cost-of-living research, population and employment studies, and economic modeling for industries, communities and regions.
  - Pomeroy engaged Mckinley in congruence with its Master Planning efforts specifically to identify opportunities in real estate development with the intent of determining what type of residential real estate is in the most demand in Girdwood.
  - Mckinley's scope of work for Pomeroy includes:
    - Developing a housing inventory of Girdwood; compiling assessor data to determine the existing units, type, assessed value, age of structure and other descriptive data to understand what type of residential real estate has seen the greatest investment in recent past.
    - Reviewing Anchorage Real Estate Market Conditions; The real estate market in Anchorage has been strong despite declining population over the past seven years. With increasingly overlapping markets, identifying market dynamics in Anchorage can inform investment decisions in

Girdwood. The pandemic-driven shift to work-from-home is likely to persist, potentially positioning Girdwood as an attractive place to reside for Anchorage's life-style oriented professional workforce.

- Survey of Local Residents; Girdwood is a high-potential market for relocation buyers. The survey will be instrumental in gauging interest in new housing opportunities in Girdwood in general, and in services and amenities that might make Girdwood/Alyeska a more appealing place to reside, and other aspects of market demand. The survey would probe for interest in residential development opportunities, as well as other information about their impressions of Girdwood/Alyeska as a place to visit and potentially invest.

- Jim Calvin is leading Mckinley's work on the Girdwood Real Estate study. Jim is the firm's senior economic analyst, with specialties including economic and socioeconomic impact analyses, cost/benefit analyses, business feasibility studies, community economic planning, and local, regional, and statewide economic profiles. Since joining the firm in 1986, he has conducted socioeconomic impact analyses for a broad range of Alaska resource development projects and industries including seafood, tourism, oil and mining industries. Jim has also conducted community-level business and economic modeling and analyses in Anchorage, Fairbanks, the Kenai Peninsula Borough, Kodiak, the Northwest Arctic Borough, the Southwest Alaska region, Cordova, Valdez, and virtually every community in Southeast Alaska.
- Similar to SE Group, Mckinley's research will not be complete until after the RFP response is required, however the information that the study will yield should prove to be extremely useful in determining the development best suited for the RFP lands.

III. EVIDENCE OF THE TEAM'S ABILITY TO DELIVER

Over the years, Pomeroy Lodging has completed over $400M of construction projects. Pomeroy has executed on several complex developments in recent past that would prove out the team's ability;

The Renovation of the Pomeroy Kananaskis Mountain Lodge

In September of 2015, Pomeroy acquired the Delta Lodge at Kananaskis, a resort in the Canadian Rockies that was built for the 1988 Winter Olympics in Calgary and hosted the 2002 G8 summit.



Over the years, the previous ownership group had invested almost no capital, allowing front-of-house, back-of-house, mechanical and infrastructural facilities to tire to pieces.

Shortly after closing on the acquisition of the Resort, Pomeroy embarked on a $45M renovation of the nearly 30-year old facility. The renovation included an overhaul of every guest-facing part of the resort; rooms, lobby, restaurants, meeting space and exterior while also addressing many of the back-of-house areas; kitchens, front office and staff housing. Throughout this entire renovation, the hotel remained open and operating.



Since executing on the renovation of the hotel, the Resort's revenues have grown over 50% from pre-acquisition levels.

Development of the Pomeroy Inn & Suites Prince George

Prince George is one of the largest cities in Northern British Columbia, Canada and is a market the Pomeroy had sought to develop a hotel in for a number of years. In 2015, the perfect site was identified. Pomeroy assembled a parcel of land, which was owned by the City of Prince George and



the Prince George Golf Club an set out to build the Pomeroy Inn & Suites Prince George, managing everything from permitting, land zoning and design and ultimately serving as the GC for the project. By the end of 2018 the hotel had opened with construction costs coming in just under the budget of $20M. The extended stay hotel features 126 apartment style rooms outfitted with full kitchenettes, a water park and meeting space.

Development of the Alyeska Nordic Spa

Pomeroy acquired the Alyeska Resort in 2018 under the premise of the assets' potential. In advance of exploring the highest-and-best-use for all of the excess land that was acquired as part of the transaction, Pomeroy was convinced that the addition of a world-class spa amenity would be welcomed by the Resort's loyal, local customer base while also adding to the destination that is Alyeska for potential out-of-state.

Despite a Global Pandemic, Pomeroy has managed to execute one of, if not, the largest private real estate investments in the Girdwood Valley in recent past. This development has provided invaluable experience to Pomeroy's construction and asset management team in regards to local development ordinances and permitting processes, the current local contractor landscape and the challenges that come with building in Alaska during COVID. The expectation is that supply chain and skilled-labor shortage issues should improve from this point going forward, however having been through the worst of this only provides valuable experience as the construction industry continues to adjust coming out of COVID.

It is also worth noting that shovels for the Nordic Spa project were just getting into the ground as the World Health Organization announced the Global Pandemic. When this happened, all travel ground to a halt, and the global hospitality industry saw an unprecedented amount of cancellations with Alyeska being as impacted as any one. While shelter-in-place orders and lockdowns forced the temporary closure of the Resort



for two-and-a-half months, Pomeroy soldiered on with the development of the Alyeska Nordic Spa, illustrating its commitment investment in the Girdwood Valley and the Resort Locale. The Alyeska Nordic Spa is set to open in August of 2021 and while this is admittedly later than the original targeted open date, construction on the spa never stopped after the initial lull at the outset of the pandemic. Pomeroy's willingness and ability to build what will be a state-of-the-art facility during the most significant downturn in the Alaska hospitality industry ever should provide the HLB and the Municipality the comfort that any future bumps in the road will not stop the organization from pursuing the development of the RFP Lands.

III. PROOF OF FINANCING

In recent past, Pomeroy has executed on a number of asset and portfolio transactions requiring greater equity funding than what it anticipates will be required to execute on the Girdwood Residential Land Developments.

- In 2015, Pomeroy acquired the Delta Lodge at Kananaskis which required total funding of $30M
- In 2017, Pomeroy, through one of its subsidiaries, acquired a portfolio of three hotels at a cost of approximately $45M
- In 2018, Pomeroy executed on the acquisition of the Alyeska Resort which required more then $50M of capital
- Through 2020 and 2021, Pomeroy has managed to fund the development of the Alyeska Nordic Spa at a cost of approximately $15M

The Pomeroy Group of Companies is privately held and has audited financials available however they have not been included in the submission package. In the event that Pomeroy is selected to participate in the next round of assessment and due diligence, it would be willing to provide select financial information to the Municipality.

TRIAD
ENGINEERING, LLC

PHYSICAL
1300 E. 68th Ave., Suite 210
Anchorage, AK 99518

MAILING
P.O. Box 111989
Anchorage, AK 99511

OFFICE
907-344-3114

WEB
triadak.com

Triad Engineering, LLC

Since Triad Engineering's establishment in 1982, we have earned the reputation as a highly respected, professional civil engineering firm. Over the past 35+ years, we have helped hundreds of clients get their ideas developed, designed, approved and built.

Where we work - Based in Anchorage, Alaska, we have extensive experience and proven performance in Alaska's unique environment. We have worked with the communities and completed projects in Anchorage, Eagle River, Girdwood, Birchwood, Eklutna, Palmer, Wasilla and Chenega Bay. Each of these unique communities presents their own development challenges, which require a thorough understanding to successfully complete a project. In addition to Alaska, we have design experience throughout the western United States. Our team includes engineers licensed in Alaska, Arizona, Oregon, Washington, Hawaii and North Dakota.

Who we serve - We provide planning and civil engineering services for a wide variety of clients, including:

- Large corporations
- Commercial land developers
- Contractors
- Property owners
- Local, state and federal agencies
- Residential land developers
- Architects
- Surveyors

What we do - Our work ranges from governmental public works projects to commercial, industrial and residential land developments throughout the western United States. Residential development experience ranges from multi-family condominium projects to single-family subdivision projects involving various zoning regulations. We offer a full line of professional services, including planning, engineering and project management. Planning efforts include site plan and infrastructure analysis; requiring close coordination with the several reviewing agencies to ensure code compliance. Civil engineering services consist of grading and drainage design, water/sanitary sewer infrastructure design, as well as street and parking design. Project management involving drafting contract documents and specifications for project bidding as well as site inspection services during construction to verify compliance with approved plan sets.

Why we do it - All of us at Triad are passionate about civil engineering. We know that what we do provides the foundation for meeting needs such as housing, safe water, sanitary sewer, drainage and transportation, which are essential for a healthy and vibrant community.

Visit us online – Visit our website at www.triadak.com to find examples of the many residential, commercial and road/utility projects completed by Triad Engineering.

TRIAD
ENGINEERING, LLC

PHYSICAL
1300 E. 68th Ave., Suite 210
Anchorage, AK 99518

MAILING
P.O. Box 111989
Anchorage, AK 99511

OFFICE
907-344-3114

WEB
triadak.com

Brandon Marcott, P.E.

Principal Civil Engineer

Education & Registration

University of Alaska, 2006 - B.S. Civil Engineering
Alaska Professional Engineer, 2010 - CE-12601
North Dakota Professional Engineer, 2012 – PE-7924
Hawaii Professional Engineer, 2018 – CE - 17964

Professional Affiliations

Member, National Society of Professional Engineers
Member, Alaska Home Builders Association
Board of Directors, Alaska Home Builders Association

Core Competencies

Since his beginning employment at Triad Engineering in 2006, Mr. Marcott has been involved with numerous land development and commercial projects earning the respect of his clients, governmental agencies, sub consultants and the engineering community. His experience and expertise include civil engineering design, technical support, contract management and site inspections during construction. Mr. Marcott is committed to meeting client needs in a professional manner and has demonstrated his capabilities of delivering project designs and approvals on time and in budget.

Professional Experience

Civil Engineering Planning & Design:

Mr. Marcott has been involved with and responsible for many civil engineering projects within Alaska, Washington and Hawaii. Mr. Marcott's experience includes planning level analysis of conceptual developments as well as infrastructure improvement designs for a variety of residential, multi-family projects and several commercial development sites. His hands-on design experience includes water supply and distribution systems, sanitary sewer infrastructure, storm drain collection and treatment systems, street and access improvements including trails and pathways. As lead project engineer, Mr. Marcott coordinates with surveyors, architects, landscape designers, electrical, mechanical, structural and soils engineers to ensure all aspects of the project designs are coordinated and addressed.

Project Management & Contract Administration:

Mr. Marcott also has experience in and is responsible for project cost estimates, contract document and specification preparations, contract administration and inspection along with involvement with

various governmental agencies during the review, approval and construction phase of a project. This experience is integral to the completion of a successful project that starts with good design. Mr. Marcott has earned the respect and confidence of his clients, the approving agencies and the contracting community by providing professional project services on time and in budget.

Jan 2018 – Present **Triad Engineering, LLC, Anchorage, AK – Managing Member**

Responsibilities include principal engineering duties, client correspondence and reporting, handling of project deadlines, budgeting, and various managerial tasks. All previous responsibilities with Triad Engineering remain continuous.

May 2006 – Dec 2017 **Triad Engineering, Anchorage, AK - Employee**

Responsibilities include planning and engineering services for civil design for private and public projects. Experience includes providing public testimony, preparation of project designs, contract specifications, feasibility reports, cost estimates and agency approvals. Projects include design of water and sanitary sewer systems, storm drain, street and site improvements for various municipal, residential, industrial developments.

Engineering Experience at Triad Engineering (Partial list) –

Commercial

Creekside Town Square, EIT – 2007, *Wasilla, Alaska*
Regal Cinema, EIT – 2009, *Anchorage, Alaska*
PIP Printing, PE - 2013*, Anchorage, Alaska*
PIP North Warehouse, PE – 2017, *Anchorage, Alaska*
Aptel Hotel, PE - 2014*, Anchorage, Alaska*
Staples, PE - 2010*, Anchorage, Alaska*
Moma Office Building, PE - 2011*, Anchorage, Alaska*
Southgate, PE - 2014*, Anchorage, Alaska*
PetSmart, EIT - 2009, *Anchorage, Alaska*
Recycled Properties, PE – 2017, *Anchorage, Alaska*

Residential

Powder Ridge, EIT & PE – 2005 to 2012, *Eagle River, Alaska*
Eagle Crossing, PE - 2012, *Eagle River, Alaska*
Potter Highlands, PE – 2013 to 2017, *Anchorage, Alaska*
Eagle Pointe, EIT & PE - 2007, 2012 to 2014, *Eagle River, Alaska*
Palamanui, 2007 to 2008*, Kailua-Kona, Hawaii*
The Terraces, PE – 2010 to 2016*, Anchorage, Alaska*
West Park, EIT & PE – 2009 to 2014, *Anchorage, Alaska*
O'Brien Street, PE - 2014*, Anchorage, Alaska*
Gray Hawk, PE - 2014, *Anchorage, Alaska*
Willow View Subdivision, PE - 2014, *Anchorage, Alaska*
Powder View, PE - 2014, *Eagle River, Alaska*
East Halls Lake, 2012, *Lynwood, Washington*
Vista Rose Phase 1 & 2, PE – 2014 to 2017, *Wasilla, Alaska*

Multi-Family Residential

Snow Raven Condominiums, PE - 2012, *Girdwood, Alaska*
Whisperwood Commons, EIT – 2008 to 2009*, Anchorage, Alaska*
Coronado Park, EIT - 2010*, Eagle River, Alaska*

Clearwater, PE - 2013*, Anchorage, Alaska*
Chester Lloyd, PE - 2013*, Anchorage, Alaska*
Nadine Condos, PE - 2014*, Anchorage, Alaska*
Discovery Park, PE - 2012*, Anchorage, Alaska*
Moonrise Ridge, PE - 2013*, Anchorage, Alaska*
Sonoma Glen, PE - 2012*, Anchorage, Alaska*
Parkway Townhomes, PE - 2015*, Anchorage, Alaska*
Bella Terra, PE - 2015*, Anchorage, Alaska*
Willow View Lots, PE - 2015*, Anchorage, Alaska*
Mill Bay Townhomes, PE - 2017, *Kodiak, Alaska*

Summers '04 - '05 AK Department of Transportation & Public Facilities (ADOT&PF), Anchorage, AK

Responsibilities included site inspection, contract administration and civil design for public projects. Experience includes review of construction plans and documents and coordination with contractor. Design projects include analysis of existing public facilities against ADA compliance and subsequent redesign for conformance.

Summer 2003 A. W. Murfitt Co., Anchorage, AK

Responsibilities included field inspection, soil/pavement sampling and subsequent lab testing. Experience includes lab testing, data collection and soils log compilation as well as report review.

MICHAEL L. JOKELA, PLS

Senior Principal/Land Surveyor



Mike is a Senior Principal and project manager for CRW, overseeing design surveys, right-of-way (ROW) mapping, land development, platting, and construction surveying projects. His 38 years of survey experience includes work as a survey crew chief, survey technician, engineering designer, land planner, and survey manager. Mike's hands-on surveying knowledge contributes to his expert oversight of the CRW survey teams. He has worked on numerous Municipality of Anchorage (MOA), Alaska Department of Transportation and Public Facilities (DOT&PF), governmental, and land development projects. He has been managing survey projects throughout the state for over 20 years. A longtime Alaskan resident, Mike joined CRW in 2006.

EDUCATION

Surveying and Mapping,
University of Alaska
Anchorage & Anchorage
Community College

REGISTRATION

Professional Land Surveyor,
Alaska (AELL7839)

RESIDENCY

Alaska

PROFESSIONAL AFFILIATIONS

Alaska Society of
Professional Land Surveyors,
Member

REFERENCES

Steve Schmitt, PLS
MOA Surveyor
907.343.8366

Russ Oswald, PE, PLS
Project Engineer MOA
PM&E
907.343.8196

Donna Brechan, PLS
MOA
Survey/ROW
907.343.8219

David Whitfield
MOA
Senior Planner/Platting
Officer
907.343.8329

VOLUNTEER & EXTRACURRICULAR

Volunteer Coach Nordic Ski
Association - Anchorage

PROJECT EXPERIENCE

Municipality of Anchorage Projects

Since 2012, Mike has provided surveys for over 80 municipal transportation, land development, and drainage projects through our firm's survey term contract. He works directly with the Municipal Surveyor, planners, and project managers, and is responsible for contract and project management, cost estimating, supervision of field and office staff, survey computations, platting, and quality control. Mike is currently managing CRW's second survey term contract with PM&E. Sample projects include:

Municipal Light and Power - Anchorage Water and Wastewater Utility Facility Subdivision - Boundary survey, subdivision plat, utility surveying, easements.

Potter Heights Tract C Rezone - Property rezone from PLI to R6.

35th and McRae Parcel 25 Record of Survey - Plat to document MOA property rights.

Senate District N Monuments - Replace monuments and complete Record of Survey.

82nd Avenue Storm Drain - Design survey and plan and profile drawings.

Tudor Centre Drive Lighting - Design, unmanned aerial vehicle, and ROW survey along with easement parcel maps.

Sylvan Drive Drainage Improvements - Design survey and plan and profile drawings.

Romig Park Re-Plat - Design and boundary survey and subdivision platting.

Muldoon Estates Re-Plat - Boundary, platting, topographic, and utility survey.

Providence Drive Stream Culvert Repair Project - Design survey and easement parcel maps, legal descriptions.

Northern Lights Boulevard Emergency Culvert Repair Project - Design survey, ROW research, and determination and mapping.

11th & 12th Avenue Reconstruction - Design survey and plan and profile drawings.

78th Avenue Upgrade - Design survey and plan and profile drawings.

E. 20th Avenue Pedestrian Improvements - Design survey and plan and profile drawing.

Site Development Projects

Mike's Survey Manager responsibilities include cost estimates, project management, supervision of field and office staff, survey computations, and quality control.

CIRI Fireweed Campus - Design survey and ALTA Survey for new building.

Turnagain Elementary School - Design survey for site improvements.

Bass Pro Shop - Design Survey and Re-plat to accommodate building addition.

Abbott Loop Christian Center - Re-plat and design survey for site improvements.

Gladys Wood Elementary - Design survey for school addition and improvements.

Airport Heights Elementary School - Design surveying for school site improvements.

Wonder Park Elementary School - Design survey for site improvements.

Central Middle School Improvements - Design survey for site improvements.

Girdwood K8 Expansion - Re-Plat and design survey for new school addition.

ML&P Power Plant Expansion - Design survey and utility as-builts for construction of new municipal power plant.

Blood Bank of Alaska - Design Survey and Pre-construction ALTA Survey for this new Anchorage facility.

Valdez Middle School - Design survey for new school addition and site improvements.

Napaskiak Replacement School - Topographic and boundary survey for new school.

Huffman Elementary - Design Survey for parking and bus circulation improvements.

East High School Synthetic Turf - Design survey for sports field improvements.

Powder Ridge School Site - Re-plat of large land tract for acquisition of new school.

Olive Garden - Commercial re-plat and design survey for this new chain restaurant.

Bethel Regional School - Design survey and utility surveys for site improvements.

Residential Subdivision Projects – (Other Firm Experience)

Mike's responsibilities as Lead Surveyor/Manager on the following projects located in Anchorage included project management, subdivision design, platting, utility coordination, supervision of field and office staff, survey calculations, review of construction drawings, and quality control.

SkyHills Subdivision - Subdivision design and platting, construction surveying, home plot plans and as-builts.

Whisperwood Condominiums - Subdivision platting, construction surveying, building plot plans and final as-builts.

Chester Park Senior Housing - Subdivision platting, ALTA survey and construction surveying.

Westpark Subdivision - Subdivision platting, volume calculations for mass re-grading and construction surveying.

Prominence Pointe Subdivision - Subdivision design and platting, construction surveying, home plot plans and as-builts.

Goldenview Park Subdivision - Lot design and platting, construction surveying, home plot plans and as-builts.

Sahalee Subdivision - Subdivision platting, construction surveying, home plot plans and as-builts.

The Terraces Subdivision - Boundary survey, subdivision design concepts, topographic surveying, and platting.

Potter Glen Subdivision - Subdivision platting and construction surveying.

Powder Ridge Subdivision - Boundary survey, subdivision platting, construction surveying, plot plans and as-builts.

Stratford Glen Subdivision - Subdivision design and platting, construction surveying, home plot plans and as-builts.

Spruce Meadows Subdivision - Subdivision design and platting, construction surveying, home plot plans and as-builts.

Autumn Ridge Subdivision - Subdivision design, construction surveying, home plot plans and as-builts.

Delong Landing Subdivision - Subdivision design and platting, construction surveying, home plot plans and as-builts.

Mercedes of Anchorage - Re-plat and design surveying for new building.

POMEROY LODGING
FIERCELY INVESTED

CY Investments, LLC
Seth Andersen, P.E.

APPENDIX B

CONCEPT SITE PLAN

POMEROY LODGING
FIERCELY INVESTED

CY Investments, LLC
Seth Andersen, P.E.

APPENDIX C

BUDGETS

POMEROY LODGING
FIERCELY INVESTED

CY Investments, LLC
Seth Andersen, P.E.

APPENDIX D

DESIGN STYLES & STANDARDS

Example of a Single Family Home



Example of Single Family Home with Attached ADU



Example of Townhome Style Four-Plex



Example of Four-Plex Condos



Example of Mixed Used Development for Alyeska Village

