

# Department of Commerce, Community, and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE 550 West 7<sup>th</sup> Avenue, Suite 1600 Anchorage, AK 99501 Main: 907.269.0350

### **MEMORANDUM**

TO: Alcoholic Beverage Control Board DATE: September 14, 2022

FROM: Regina Cruz, OLE RE: 242 Clear Sky Lodge

Requested Action:

Transfer of ownership with security interest

Statutory and Regulatory Authority: AS 04.06.090(b): "The board shall review all applications for licenses made under this title and may order the director to issue, renew, revoke, transfer, or suspend licenses and permits authorized under this title."

AS 04.11.360(4): "An application requesting approval of a transfer of a license to another person under this title shall be denied if the transferor has not paid all debts or taxes arising from the conduct of the business licensed under this title unless

- (A) the transferor gives security for the payment of the debts or taxes satisfactory to the creditor or taxing authority; or
- (B) the transfer is under a promise given as collateral by the transferor to the transferee in the course of an earlier transfer of the license under which promise the transferor is obliged to transfer the license back to the transferee in the event of default in payment for property conveyed as part of the earlier transfer of the license..."

AS 04.11.670: "A license issued under this title is not subject to foreclosure, and may not be used as collateral to secure a debt. However, if a license is transferred to another person, the transferor may secure payment for real and personal property conveyed to the transferee upon the promise of the transferee to transfer the license back to the transferor upon default in payment."

3 AAC 304.106(a): "If a former licensee seeks to compel the transfer of a license because of a promise under AS 04.11.670 given as collateral by the current licensee to the former licensee in the course of an earlier transfer of the license, followed by a default in payment in connection with property conveyed or a lease made in the course of the previous transfer, the board will deny the transfer if creditors are not satisfied under AS 04.11.360(4)(A) unless it clearly appears that the former licensee, at the time of the previous transfer, complied with the following notice

#### requirements:

(1) a leasehold conveyance or contract of sale of property made in the course of the previous license transfer was recorded in the manner provided for recordation of real estate conveyances, and the transferor, at the time of the previous transfer, made a UCC filing statement in which a security interest in the license was claimed under AS 04.11.670 and AS 04.11.360(4)(B); the documents recorded under this paragraph

- must contain the following statement: "Under the terms of <u>AS</u> <u>04.11.670</u>, <u>AS 04.11.360</u>(4)(B), and <u>3 AAC 304.106</u>, the transferor/lessor retains a security interest in the liquor license that is the subject of this conveyance, and may, as a result, be able to obtain a retransfer of the license without satisfaction of other creditors."; and
- (2) all documents prepared in connection with the previous transfer of the liquor license, including all leases, contracts, and other relevant memoranda, were filed with the board at the time of the previous transfer; the documentation must include a statement of the book and page number showing where the lease or contract, and UCC filing statement, bearing the disclosure statement required in (1) of this subsection, are recorded; and
- (3) the notice of the previous transfer required by AS 04.11.310(a) was made in writing and published, as required under 3 AAC 304.125, once a week for three weeks in a newspaper of general circulation before the transfer, in addition to any other notice of the application that might have been required by the board at the time of the previous transfer; the published notice must contain the following statement: "Under the terms of AS 04.11.360(4)(B), AS 04.11.670, and 3 AAC 304.106, the transferor/lessor retains a security interest in the liquor license that is the subject of this conveyance, and may, as a result, be able to obtain a retransfer of the license without satisfaction of other creditors."

**Staff Rec.:** Approve the transfer with a security interest.

**Background:** A completed transfer application has been received for liquor license 1274. Staff has reviewed and determined that both the transfer application and Security Interest notices and documents have been completed to meet the requirements laid out in 3 AAC 304.106(a); signed recorded copies of all Security Interest documents will be required before the transfer is effectuated

Attachment: Security Interest Documents Transfer Application

UCC FINANCING STATEMENT				
THEORY INSTRUCTIONS				
A. NAME & PHONE OF CONTACT AT FILER (optional	al)			
B. E-MAIL CONTACT AT FILER (optional)				
C. SEND ACKNOWLEDGMENT TO: (Name and Addr				
Vicki Nelson	ress)			
P.O. Box 478				
Healy, AK 99743	.			
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### REAL PROPERTY LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 14th day of May, 2022, by and between Tamala Wooden and Boyd Wooden, whose address for all purposes herein is HC 66 Box 27910 Nenana, AK 99760 (hereinafter "Property Owners"), and Clear Sky Lodge Inc., (d/b/a Clear Sky Lodge), whose address for all purposes herein is HC 66 Box 27910 Nenana, AK 99760 (hereinafter "Licensee").

#### WITNESETH

WHEREAS, the Property Owners own real property as described below, but known generally as the Clear Sky Lodge; and

WHEREAS, Clear Sky Lodge, Inc., has been issued a Beverage Dispensary Liquor License, License Number 242, and a Package Store License Number 243, (hereinafter "Licenses") to sell liquor products from a restaurant, bar, and liquor store from the premises known as the Clear Sky Lodge; and

WHEREAS, the transfer of the ownership of the Licenses from the prior Licensee has been completed and approved, and the licenses are now held by Clear Sky Lodge, Inc., which is a Corporation owned by Tamala Wooden and Boyd Wooden; and

WHEREAS, under provisions of the Regulations adopted by the ABC Board (3 AAC 304.205), Licensee must have, either through an agent or employee, actual authority and responsibility for the conduct of business; and

WHEREAS, under provisions of Alaska law (AS 04.11.450) no person other than an approved licensee may have a direct or indirect financial interest in the business for which a liquor license is issued; and

WHEREAS, the owners of a license must maintain "right, title and interest" in the premise where alcoholic beverages are being sold; and

WHEREAS, in order to comply with the requirements of the statutes and the regulations set forth above and because the real property and improvements have been conveyed to Owners along with other business assets, and in order to allow for the continued operation of all aspects of Owners' business, the parties have agreed that Owners will lease to Licensee the real property and improvements of the Clear Sky Lodge, under the terms and conditions set forth in this Agreement.

Lease Agreement
CLEAR SKY LODGE
Page 1 of 4

Exhibit A

NOW THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein and in furtherance of the business operations of Clear Sky Lodge, the receipt and sufficiency of which consideration is acknowledged by all of the parties hereto,

### IT IS HEREBY AGREED as follows:

- 1. <u>Recitals</u>. The recitals hereinabove set forth are incorporated herein by reference for all purposes. This Lease Agreement shall be construed accordingly.
- 2. <u>Terms of Lease</u>. The real property and improvements listed below are hereby conveyed to the Licensee Alaskan Lights, Inc., as a leasehold interest, in order to insure that Clear Sky Lodge is and can be operated in compliance with the terms and conditions imposed by Alaska Statutes, Title 4 and the regulations of the ABC Board promulgated thereunder.
- 3. <u>Property subject to Lease</u>. Property conveyed by the Lease Agreement is located at Mile 280, Parks Highway, in Clear, AK, 99704, with all buildings, structures, and improvements included, and with a legal description of the property as follows:

A portion of Section Five (5), Township Eight South, Range Eight West, Fairbanks Meridian, more particularly described as follows:

Commencing at the Northeast corner of Section Six (6) of said township and range; thence due East along the North boundary line of Section Five (5), being also the South boundary of Clear Air Force Station, a distance of 1385 feet to the true point of beginning; thence due South 285 feet, more or less, to the North boundary line of Gold Rush Avenue in the Clear Subdivision, according to the plat thereof filed as Instrument No. 60-90, Records of the Nenana Recording District; thence North 89°51' East 575 feet, more or less, to the centerline of the Parks Highway (formerly known as the Fairbanks-McKinley Park Highway); thence Northeast along a 1° curve in the centerline of said highway, a distance of 475 feet, more or less, to the intersection of said centerline with the North line of said Section Five (5); thence West along said North line to the true point of beginning; and thus comprising 5 acres, more or less.

4. <u>Effective date</u>. This Agreement shall take and be in effect commencing upon the final approval of the transfer of the License to Clear Sky Lodge, Inc, by the State of Alaska, ABC Board.

Lease Agreement
CLEAR SKY LODGE
Page 2 of 4

Exhibit A

### 5. Rental Payments.

- a) No rental payments nor security deposit shall due from Licensee.
- b) Licensee, shall be responsible for all utilities and maintenance of the real property and improvements for the duration of the Lease term.
- 6. <u>Duration</u>. This Lease Agreement shall be perpetual, at the option of the Property Owners. The Agreement may be terminated for any reason, at any time, upon 30 days notice given by either party. Notice shall be by certified mail, personal delivery, or other notice subject to third-party confirmation of delivery to named recipient.
- 7. <u>Applicable Law</u>. This agreement shall be interpreted according to and governed by the laws of the State of Alaska.
- 8. <u>Non-Assignability</u>. The Parties hereto agree that they have no power to assign any interest created by this agreement to any other party without the written permission of the other party.
- 9. <u>Modification</u>. There shall be no modification of this agreement unless the same is in writing signing by the parties hereto.
- 10. <u>Invalid Provisions</u>. If any provision of this Agreement is prohibited or invalid under law in some part or under some circumstances, all other provisions herein shall otherwise remain in full force and effect.
- 11. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

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

OWNERS:

Tamala Wooden

Boyd Wooden

Lease Agreement
CLEAR SKY LODGE
Page 3 of 4

Exhibit A

LICENSEE:

Clear Sky Lodge, INC.

Samale Wooden Tamala Wooden, President

Lease Agreement
CLEAR SKY LODGE
Page 4 of 4

Exhibit A

AMCC

### EXHIBIT C

Qty	Asset	Cost
2	Fryers	\$ 3,500.00
7	Residential Freezers	\$ 1,500.00
5	Residential Refrigerators	\$ 1,000.00
1	Commercial Freezer	\$ 3,500.00
1	Commercial Refrigerator	\$ 2,500.00
4	Commercial Coolers	\$ 5,000.00
1	Commercial Flooring	\$ 2,000.00
1	Commercial Grill	\$ 1,500.00
1	Paper Products	\$ 500.00
1	Cleaning Supplies	\$ 500.00
1	Spices (all)	\$ 400.00
1	Plates (all)	\$ 500.00
1	Silverware (all)	\$ 400.00
1	Glassware (all)	\$ 800.00
1	Salad Bar	\$ 1,000.00
1	Microwave	\$ 300.00
Ţ	Televisions	\$ 2,500.00
1	Ice Machine	\$ 2,500.00
8	Custom Tables	\$ 3,600.00
50	Dining swivel Chairs	\$ 1,550.00
1	Misc. Tools	\$ 300.00
1	Tool Chest	\$ 700.00
1	Desk	\$ 100.00
1	Printer	
2	Money Counters	\$ 300.00 \$ 200.00
1	small Refrigerator	\$ 100.00
2	Safes	\$ 250.00
2	Mesh Wifi Systems	\$ 700.00
6	Folding Tables	\$ 300.00
15	Bar Stools	\$ 1,500.00
1	10' Stainless Work Table w/ sink	\$ 500.00
1	Induction Cook Top	\$ 200.00
L	Pizza Oven	\$ 200.00
11	Picnic Tables	\$ 1,500.00
Ĺ	Ping Pong Table	\$ 250.00
3	Dart Boards	\$ 300.00

1	Play Set	\$ 2,500.00
1	Gazebo	\$ 2,500.00
9	Outdoor seating Umbrellas	\$ 1,000.00
1	PA System	\$ 1,200.00
1	Kabuto Generator A5000	\$ 350.00
	Total:	\$50,000.00

AMICI

### **DEED OF TRUST**

THIS DEED OF TURST, made this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2022, between BOYD WOODEN and TAMALA WOODEN, husband and wife, of HC 66 Box 27910, Nenana, Alaska, 99760 as Trustors, STEWART TITLE COMPANY, INC., as Trustee whose address is 714 Gaffney Road, Fairbanks, Alaska, 99701; and MATTHEW NELSON and VICKI NELSON, husband and wife, as Beneficiary, whose address is P.O. Box 478, Healy, AK 99743.

WITNESSETH: Trustor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in the Nenana Recording District, Fourth Judicial District, State of Alaska:

A portion of Section Five (5), Township Eight South, Range Eight West, Fairbanks Meridian, more particularly described as follows:

Commencing at the Northeast corner of Section Six (6) of said township and range; thence due East along the North boundary line of Section Five (5), being also the South boundary of Clear Air Force Station, a distance of 1385 feet to the true point of beginning; thence due South 285 feet, more or less, to the North boundary line of Gold Rush Avenue in the Clear Subdivision, according to the plat thereof filed as Instrument No. 60-90, Records of the Nenana Recording District; thence North 89°51′ East 575 feet, more or less, to the centerline of the Parks Highway (formerly known as the Fairbanks-McKinley Park Highway); thence Northeast along a 1° curve in the centerline of said highway, a distance of 475 feet, more or less, to the intersection of said centerline with the North line of said Section Five (5); thence West along said North line to the true point of beginning; and thus comprising 5 acres, more or less.

Expressly including the improvements located thereon, the same consisting in the main of a lodge building and a log cabin with an addition.

SUBJECT, however, to reservations, restricts and easements of record, and to the rights of the public and governmental entities in and to any portion of said land lying within a public highway or right-of-way.

Deed of Trust Page 1 of 5 This deed is for the purpose of securing performance of each agreement of Trustor herein contained, and payment of the sum of SIX HUNDRED THOUSAND AND NO/100 (\$600,000.00) DOLLARS.

To protect security of this Deed of Trust, Trustor covenants and agrees:

- To keep property in good condition and repair to permit no waste thereof; to complete
  any building, structure or improvement being built or about to be built thereon; to
  restore promptly any building, structure, or improvement thereon which may be
  damaged or destroyed: and to comply with all laws, ordinances, regulations,
  covenants, conditions and restrictions affecting the property.
- To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust
- 3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount no less than the market value of the property.
- 4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in reasonable amount, in any such action or proceeding, and in any suit brought by the Beneficiary to foreclose this Deed of Trust.
- 5. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
- 6. Should Trustors fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, shall be added to and become a part of the debt secured in the Deed of Trust.

IT IS MUTUALLY AGREED THAT:

Deed of Trust Page 2 of 5

- In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
- 2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
- 3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on written request of the Trustor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
- 4. Upon default by Trustors in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the laws of the State of Alaska, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.
- 5. Trustee shall deliver to the purchaser at the sale, its deed, without warranty, which shall convey all title and interest that the Trustor executing this Deed of Trust has in the above-described property, and such as they may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrances for value.
- 6. The power of sale conferred by this Deed of Trust and by the laws of the State of Alaska is not an exclusive reedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
- 7. In the event of the death, incapacity or disability or resignation of Trustee,
  Beneficiary may appoint, in writing, a successor Trustee, and upon the recording of
  such appointment in the mortgage records of the borough in which this Deed of Trust
  is recorded, the successor Trustee shall be vested with all power of the original
  Trustee. The Trustee is not obligated to notify any party hereto of pending sale under
  any other Deed of Trust or of any action or proceeding in which Trustor, Trustee or

Deed of Trust Page 3 of 5 Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

8. This Deed of Trust applies to, insures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

Witness the hands of the Trustor on the day and year first above written.

Boyd Wooden, Trustor		Tamala Wooden, Trustor
STATE OF ALASKA	)	
	)ss.	
FOURTH JUDICIAL DISTRICT	)	

THIS IS TO CERTIFY that on this 1564 day of Caril the undersigned Notary Public, personally appeared BOYD WOODEN, known to me, and he acknowledged to me that he signed the foregoing Deed of Trust, freely and voluntarily, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first in this certificate written.

> College Tites Jaglor Notary Public in and for Alaska

My commission expires: 6ch. 31, 2022

**Deed of Trust** Page 4 of 5

STATE OF ALASKA	)	
	)ss.	
FOURTH JUDICIAL DISTRICT	)	

THIS IS TO CERTIFY that on this 15th day of Line , 2022, before me, the undersigned Notary Public, personally appeared TAMALA WOODEN, known to me, and she acknowledged to me that she signed the foregoing Deed of Trust, freely and voluntarily, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first in this certificate written.

Colleen Litus Jaylor

Notary Public in and for Alaska

My commission expires: 6.8.31,2022

Return original to Beneficiary

Deed of Trust Page 5 of 5



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Phone: 907.269.0350

### Alaska Alcoholic Beverage Control Board

## Form AB-01: Transfer License Application

### Why is this form needed?

[Form AB-01] (rev 2/24/2022)

This transfer license application form is required for all individuals or entities seeking to apply for the transfer of ownership and/or location of an existing liquor license. Applicants should review Title 04 of Alaska Statutes and Chapter 304 of the Alaska Administrative Code. All fields of this form must be completed, per AS 04.11.260, AS 04.11.280, AS 04.11.290, and

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

#### Section 1 – Transferor Information Enter information for the current licensee and licensed establishment. Licensee: Alaskan Lights, Inc License #: 242 License Type: Beverage Dispensary **Statutory Reference:** AS 04.11.090 **Doing Business As:** Clear Sky Lodge Premises Address: Mile 280 Parks Highway City: Clear State: AK ZIP: 99704 **Local Governing Body:** Denali Borough **Transfer Type:** Regular transfer Transfer with security interest Involuntary retransfer OFFICE USE ONLY Complete Date: Transaction #: 100375899 **Board Meeting Date:** License Years: Issue Date: Examiner:



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## Alaska Alcoholic Beverage Control Board

# Form AB-01: Transfer License Application

Enter information for the n	Section 2 – Tra	g to be licensed				
	Clear Sky Lodge, Inc	3 - De Hechisee	4.			
Doing Business As:	Clear Sky Lodge				<del></del>	
Premises Address:	Mile 280 Parks Highwa					
City:	Clear	State:	A 1/			
Community Council:	Denali Borough	3,000	AK		ZIP:	99704
Mailing Address:	HC 66 Box 27910	-				
City:	Nenana	State:	AK		ZIP:	99760
Designated Licensee:	Tamala Wooden					99700
Contact Phone:	9078880411	Business	Phone:	T		
Contact Email:						
Yes	tamala@clearsky-lodge  No  If "Yes" write your o			907531	9655	
Yes Pasonal License?		six-month op	erating perio		9655	
Yes Pasonal License?	No  If "Yes", write your s	six-month op	erating perio		9655	
Yes easonal License?  emises to be licensed is:  an existing facility e next two questions must be What is the distance of the	If "Yes", write your s	six-month op  nises Info  a proposed	erating perio rmation building urism) and pac	d:		

[Form AB-01] (rev 2/24/2022)

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Phone: 907.269.0350



STATEOFALASIA

[Form AB-01] (rev 2/24/2022)

Alaska Alcoholic Beverage Control Board

## Form AB-01: Transfer License Application

### Section 4 - Sole Proprietor Ownership Information

			oronib intolliati	IOH		
	pleted by any <u>sole proprietor</u> who is a please attach a separate sheet with the must be completed for each licensee a	O POMILIRAN IN	to woo o di	ip to Sec	tion 5.	
This individual is an:	applicant affiliate					
Name:						
Address:						
City:		State:		ZIP:	T	
This individual is an:	applicant affiliate					
Name:						
Address:						
City:		State:		ZIP:		•
f more space is needed, plant is a corporate stock in the corporate if the applicant is a limit ownership interest of 1 If the applicant is a part with an interest of 10%	Section 5 – Entity Ordered by any entity, including a corporage for a license. Sole proprietors should ease attach a separate sheet with the coration, the following information mustion, and for each president, vice-presided liability organization, the following 0% or more, and for each manager.  Intership, including a limited partnership or more, and for each general partnership.	ation, limited I skip to Secti required info st be completed ident, secretors information	liability company (LLC), p on 6. rmation. ted for each stockholder w ary, and managing officer. must be completed for ea	vho owns ch memb	10% o	er more of than
Entity Official:	Tamala Wooden					
Title(s):	President/Treasurer	Phone:	9078880411	% Ow	ned:	
Address:	HC 66 Box 27910			L		
City:	Nenana	State:	AK	ZIP:	997	'60
					1	arred V

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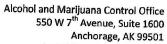
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### **Alaska Alcoholic Beverage Control Board**

### Form AB-01: Transfer License Application

nership and financial interest in other alcoholic beverage businesses:	Yes	No
Does any representative or owner named as a transferee in this application have any direct or indirect financial interest in any other alcoholic beverage business that does business in or is licensed in Alaska		V
If "Yes", disclose which individual(s) has the financial interest, what the type of business is, and if licens license number(s) and license type(s):	sed in Alaska, w	hich
Section 7 – Authorization		
Section 7 – Authorization	Yes	No
		No
Does any person other than a licensee named in this application have authority to discuss this license v		No
Does any person other than a licensee named in this application have authority to discuss this license v		No
Does any person other than a licensee named in this application have authority to discuss this license v		No



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Alaska Alcoholic Beverage Control Board

## Form AB-01: Transfer License Application

	Boyd Wooder	ו							•
Title(s):	Secretary/Dire	ector	Pho	ne:	9164129	492	% Ov	vned:	
Address:	HC 66 Box 27	910							*
City:	Nenana		State	e:	AK		ZIP:	997	60
Entity Official:									
Title(s):			Phor	ne:			% Ov	ned:	
Address:			. <u>l</u>		<u> </u>	*******	700		
City:			State	2:			ZIP:		
Entity Official:									
Title(s):	-		Phon	e:			% Ow	ned:	
Address:			<u> </u>				70 011	iicu.	
City:			- C			-		T	
is subsection must be comp	leted by any applican	t that is a corp	State	or 116	Cornerations	and II Co a	ZIP:		•
is subsection must be comp anding with the Alaska Divis aska.	To corporations (E	JOC) and nave	oration o	or LLC ered a	gent who is an	and LLCs a individual	*	ed to be	in go
is subsection must be comp anding with the Alaska Divis aska. DOC Entity #:	10193032	AK Formed	oration o	or LLC ered a	Corporations gent who is an April 2022	and LLCs a individual Home	re requir resident	ed to be of the st	in go
is subsection must be comp anding with the Alaska Divis aska. DOC Entity #: Registered Agent:	10193032 Boyd Wooder	AK Formed	oration o	or LLC ered a	gent who is an	individual	re requir resident State:	of the st	in go
is subsection must be companding with the Alaska Diviseska.  DOC Entity #:  Registered Agent:  Agent's Mailing Address:	10193032	AK Formed	oration o	or LLC ered a	gent who is an April 2022	Home	re requir resident State:	of the st	in go
is subsection must be comp anding with the Alaska Divis aska. DOC Entity #: Registered Agent:	10193032 Boyd Wooder	AK Formed	oration of a registe	or LLC ered a	April 2022 ent's Phone:	Home	re requir resident State:	of the st	tate o
is subsection must be companding with the Alaska Diviseska.  DOC Entity #:  Registered Agent:  Agent's Mailing Address:	10193032 Boyd Wooder HC 66 Box 27	AK Formed	oration of a registe	or LLC ered a	April 2022 ent's Phone:	Home	re requir resident State:	AK	O
Is subsection must be companding with the Alaska Diviseska.  DOC Entity #: Registered Agent: Agent's Mailing Address: City:	10193032 Boyd Wooder HC 66 Box 27 Nenana	AK Formed 7910 State:	oration of a register	13 / Ag	April 2022 ent's Phone:	Home	re requir resident State:	AK 2	tate o



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### Alaska Alcoholic Beverage Control Board

### Form AB-01: Transfer License Application

#### **Section 8 - Transferor Certifications**

Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

that I, as the current licensee (either t		ntrolling interest of the cu	irrently licensed ent	ity) have examined this
application, approve of the transfer of	this license, and find the in	formation on this applicat	ion to be true, corr	ect, and complete.
al lan				
Signature of transferor				/46, Sec.
Victi Nelso	$\mathcal{N}_{}$			
Printed name of transferor	Subscribed and sworn to b			, 20 <b>.22</b> .
			<u>lleen Jilus</u> Sig	gnature of Notary Public
	ı	Notary Public in and for th	ne State of <i>Olss</i>	la .
		Му со	mmission expires: _	Oct. 31, 2022
			Iriaul	
			Jurified mtany	
Mar M			yvol 1	
			MC	
Signature of transferor				
MATT Nelson	*****			
Printed name of transferor	Subscribed and sworn to b	efore me this <u>/6 //</u> day o	of May	, 20 <b>.22</b> .
			<b>Beleen Fite</b> Sig	natur of Notary Public
	j	Notary Public in and for th	ne State of <u>Clas</u>	ka
		Му со	mmission expires: _	Oct. 31, 2022



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### **Alaska Alcoholic Beverage Control Board**

### Form AB-01: Transfer License Application

#### **Section 9 - Transferee Certifications**

Read each line below, and then sign your initials in the box to the right of each statement:	Initials
I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.	Iw
I certify that all proposed licensees have been listed with the Division of Corporations.	Sw
I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.	Lev
I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 304.465.	Sw
I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.	Jw
I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.	4w
Signature of transferee  Signature of Notary Publico  Signature of Notary Publico  Signature of Notary Publico	
TAMA IA Wooden Notary Public in and for the State of Alaska  Printed name	·
My commission expires:	1022
Subscribed and sworn to before me this 16th day of 4nay	_, 20 <b>_22</b>

[Form AB-01] (rev 2/24/2022)

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### Alaska Alcoholic Beverage Control Board

### Form AB-02: Premises Diagram

#### Why is this form needed?

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

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

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

	Yes	No
I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.	<b>V</b>	

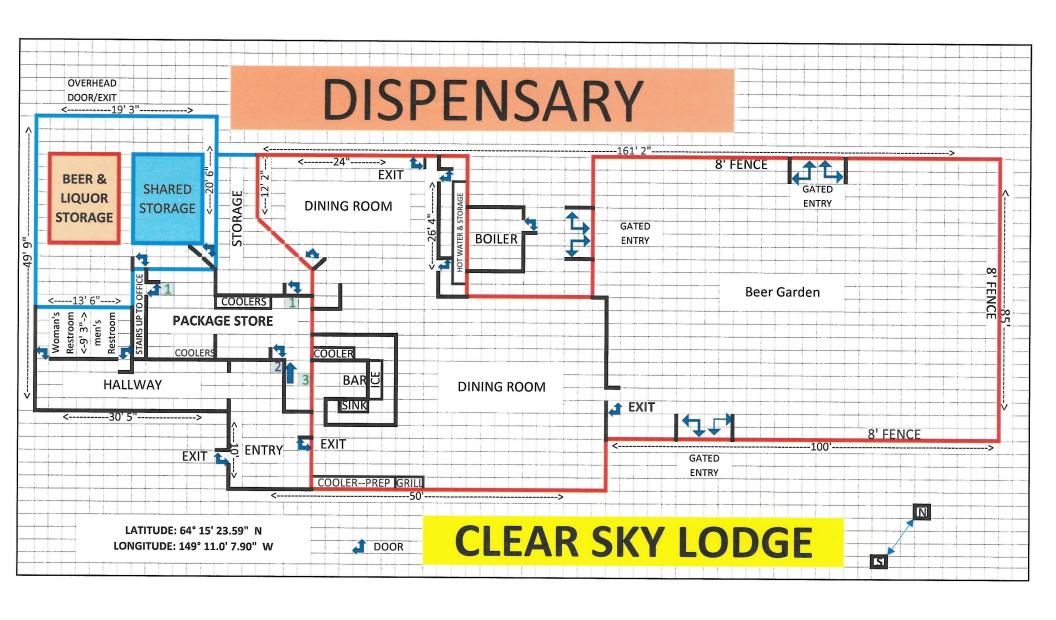
#### Section 1 - Establishment Information

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

Licensee:	Clear Sky Lodge, Inc.	License Number:		242	
License Type:	Beverage Dispensary				
Doing Business As:	Clear Sky Lodge	52.50			
Premises Address:	Mile 280 Parks Highway				
City:	Clear	State:	AK	ZIP:	99704

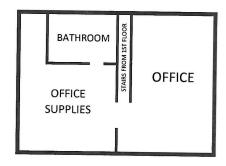
Page 1 of 2

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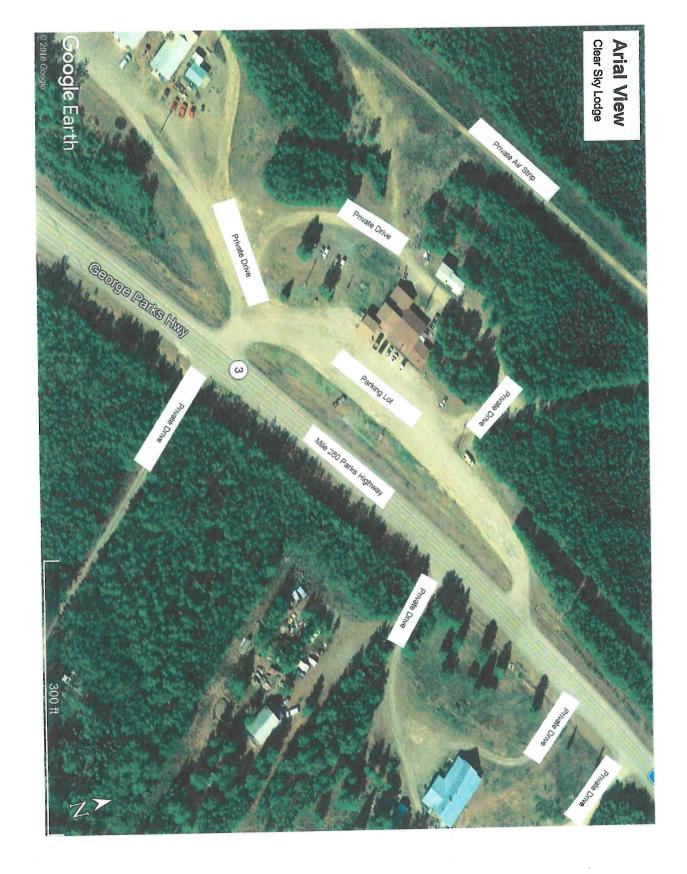


# **2ND STORY LAYOUT**



LATITUDE: 64° 15' 23.59" N LONGITUDE: 149° 11.0' 7.90" W **CLEAR SKY LODGE** 







### Clear Sky Lodge

Clear Sky Lodge, Inc.

### **Beer Garden Security Plan**

- 1. Staffing: Only staffing with a current TAPS card will be serving alcohol in the beer garden. Other staff may only clear plates and take food orders. During planed events an employee will be posted at the entrance located on the South East side of the fence. A manager will be on duty during beer garden hours.
- 2. Every guest must show proper identification as proof of legal drinking age. Guests under the age of 21 will only be allowed in the beer garden accompanied by legal guardian.
- 3. Entance/Exit. There is one entry point during normal operations. This entry/exit point is located on the east side of the main dining area. Guests may bring beverages purchased inside to the beer garden. A second entrance/exit is in the south east side of the fence. It will be locked from entrance during normal operations. During events this entrance will be unlocked. Signage will be posted at both entrance/exit with wording like: Must be 21 or older to enter. Minors must be accompanied by legal guardian. Alcoholic beverages must remain in the Beer Garden or Bar. No alcohol beverages may be taken outside these areas.
- 4. Scheduling. The Beer Garden will only be open when there are appropriate staffing available. This will typically be restricted to Thursday-Sunday 12:00pm-12:00am. During planned events the day and times may vary to accommodate the event.
- 5. Duties: There is a designated employee assigned to the Beer Garden. This employee will be responsible to monitor guests, provide food service and serve alcoholic and non-alcoholic beverages. During planned events, a second employee will be posted at the south east entrance to check identifications on entry and ensure no alcoholic beverages are being taken out of the designated area.
- 6. Philosophy: We treat all guests with respect. If a guest becomes aggressive the server will contact the manager on duty to attempt to diffuse the situations or ask the guest to leave the premises. The safety of our employees and guests are of high importance. If a situation escalates, the local trooper will be notified.
- 7. Illegal and criminal activity. We have zero-tolerance policy for illegal activity and/or criminal activity. Any guest suspected of illegal or criminal activity will not be served. The local trooper will immediately be notified. While waiting for the trooper, two or more employees will monitor the guests.

AMCO MAY 1 9 2022

- 8. Exterior Premises: A security camera will be installed to monitor and record all activity in the beer garden. Lighting is also installed. A 6 foot fence is installed to ensure that guests can only enter/exit through two entry points.
- 9. Excessive Noise: There are approximately 6 houses in the vicinity. We will give notice to neighbors when the beer garden is operating. The neighbors will be given the managers direct phone number to communicate if they are experiencing excessive noise disturbance. The manager will quickly access the situation and lower the volume of music.
- 10. Exit Strategies. Thirty minutes before closing, the staff will announce that service will end in 15 minutes. The music will be stopped and lighting dimmed. In case of an emergency, the staff will assist guests to the exits of the beer garden in an orderly fashion.
- 11. Incident reporting. All incidents will be documented immediately. A first aid kit will be onsite. All employees will be trained on basic first aid. Serious injuries will be documented and a call to local emergency agency will be made.
- 12. Evaluation & Communication. A staff meeting is conducted weekly. During this meeting the staff and managers will discuss the effectiveness of the security plan while reinforcing all policies.