



## MEMORANDUM

TO: Alcoholic Beverage Control Board

DATE: October 13, 2022

FROM: Kristina Serezhenkov, OLE

RE: #533 Houston 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 [AS 04.11.670](#), [AS 04.11.360\(4\)\(B\)](#), 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."; 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."

**Background:** A completed transfer application has been received for liquor license #533. 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  
AB-01  
AB-02  
AB-03



**UCC FINANCING STATEMENT**

## FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Ernest Pruett and Laura Pruett</b>
B. E-MAIL CONTACT AT FILER (optional) <b>asc@alaska.net</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>Ernest Pruett and Laura Pruett</b> <b>PO Box 3961</b> <b>Soldotna, AK 99669</b>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME				
OR	1b. INDIVIDUAL'S SURNAME <b>Sharrah</b>	FIRST PERSONAL NAME <b>Brian</b>	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>PO Box 940051</b>	CITY <b>Houston</b>	STATE <b>AK</b>	POSTAL CODE <b>99694</b>	COUNTRY

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME <b>Sharrah</b>	FIRST PERSONAL NAME <b>Candace</b>	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS <b>PO Box 940051</b>	CITY <b>Houston</b>	STATE <b>AK</b>	POSTAL CODE <b>99694</b>	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME				
OR	3b. INDIVIDUAL'S SURNAME <b>Pruett</b>	FIRST PERSONAL NAME <b>Ernest</b>	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>PO Box 2961</b>	CITY <b>Soldotna</b>	STATE <b>AK</b>	POSTAL CODE <b>99669</b>	COUNTRY

4. COLLATERAL: This financing statement covers the following collateral:

**All fixtures referenced in Bill of Sale signed by Pruett and provide to Sharrah.**

**Under the terms of AS 04.11.670, AS 04.11.360(4)(B), 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.**

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser	
8. OPTIONAL FILER REFERENCE DATA:	



## Instructions for UCC Financing Statement (Form UCC1)

Please type or laser-print this form. Be sure it is completely legible. Read and follow all Instructions, especially Instruction 1; use of the correct name for the Debtor is crucial.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. The filing office cannot give legal advice.

Send completed form and any attachments to the filing office, with the required fee.

### ITEM INSTRUCTIONS

A and B. To assist filing offices that might wish to communicate with filer, filer may provide information in item A and item B. These items are optional.

C. Complete item C if filer desires an acknowledgment sent to them. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form the Acknowledgment Copy or a carbon or other copy of this form for use as an acknowledgment copy.

1. **Debtor's name.** Carefully review applicable statutory guidance about providing the debtor's name. Enter only one Debtor name in item 1 — either an organization's name (1a) or an individual's name (1b). If any part of the Individual Debtor's name will not fit in line 1b, check the box in item 1, leave all of item 1 blank, check the box in item 9 of the Financing Statement Addendum (Form UCC1Ad) and enter the Individual Debtor name in item 10 of the Financing Statement Addendum (Form UCC1Ad). Enter Debtor's correct name. Do not abbreviate words that are not already abbreviated in the Debtor's name. If a portion of the Debtor's name consists of only an initial or an abbreviation rather than a full word, enter only the abbreviation or the initial. If the collateral is held in a trust and the Debtor name is the name of the trust, enter trust name in the Organization's Name box in item 1a.

1a. **Organization Debtor Name.** "Organization Name" means the name of an entity that is not a natural person. A sole proprietorship is not an organization, even if the individual proprietor does business under a trade name. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed public organic records to determine Debtor's correct name. Trade name is insufficient. If a corporate ending (e.g., corporation, limited partnership, limited liability company) is part of the Debtor's name, it must be included. Do not use words that are not part of the Debtor's name.

1b. **Individual Debtor Name.** "Individual Name" means the name of a natural person; this includes the name of an individual doing business as a sole proprietorship, whether or not operating under a trade name. The term includes the name of a decedent where collateral is being administered by a personal representative of the decedent. The term does not include the name of an entity, even if it contains, as part of the entity's name, the name of an individual. Prefixes (e.g., Mr., Mrs., Ms.) and titles (e.g., M.D.) are generally not part of an individual name. Indications of lineage (e.g., Jr., Sr., III) generally are not part of the individual's name, but may be entered in the Suffix box. Enter individual Debtor's surname (family name) in Individual's Surname box, first personal name in First Personal Name box, and all additional names in Additional Name(s)/Initial(s) box.

If a Debtor's name consists of only a single word, enter that word in Individual's Surname box and leave other boxes blank.

For both organization and individual Debtors, Do not use Debtor's trade name, DBA, AKA, FKA, division name, etc. in place of or combined with Debtor's correct name; filer may add such other names as additional Debtors if desired (but this is neither required nor recommended).

1c. Enter a mailing address for the Debtor named in item 1a or 1b.

2. **Additional Debtor's name.** If an additional Debtor is included, complete item 2, determined and formatted per Instruction 1. For additional Debtors, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow Instruction 1 for determining and formatting additional names.

3. **Secured Party's name.** Enter name and mailing address for Secured Party or Assignee who will be the Secured Party of record. For additional Secured Parties, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP). If there has been a full assignment of the initial Secured Party's right to be Secured Party of record before filing this form, either (1) enter Assignor Secured Party's name and mailing address in item 3 of this form and file an Amendment (Form UCC3) [see item 5 of that form]; or (2) enter Assignee's name and mailing address in item 3 of this form and, if desired, also attach Addendum (Form UCC1Ad) giving Assignor Secured Party's name and mailing address in item 11.

4. **Collateral.** Use item 4 to indicate the collateral covered by this financing statement. If space in item 4 is insufficient, continue the collateral description in item 12 of the Addendum (Form UCC1Ad) or attach additional page(s) and incorporate by reference in item 12 (e.g., See Exhibit A). Do not include social security numbers or other personally identifiable information.

**Note:** If this financing statement covers timber to be cut, covers as-extracted collateral, and/or is filed as a fixture filing, attach Addendum (Form UCC1Ad) and complete the required information in items 13, 14, 15, and 16.

5. If collateral is held in a trust or being administered by a decedent's personal representative, check the appropriate box in Item 5. If more than one Debtor has an interest in the described collateral and the check box does not apply to the interest of all Debtors, the filer should consider filing a separate Financing Statement (Form UCC1) for each Debtor.

6a. If this financing statement relates to a Public-Finance Transaction, Manufactured-Home Transaction, or a Debtor is a Transmitting Utility, check the appropriate box in item 6a. If a Debtor is a Transmitting Utility and the initial financing statement is filed in connection with a Public-Finance Transaction or Manufactured-Home Transaction, check only that a Debtor is a Transmitting Utility.

6b. If this is an Agricultural Lien (as defined in applicable state's enactment of the Uniform Commercial Code) or if this is not a UCC security interest filing (e.g., a tax lien, judgment lien, etc.), check the appropriate box in item 6b and attach any other items required under other law.

7. **Alternative Designation.** If filer desires (at filer's option) to use the designations lessee and lessor, consignee and consignor, seller and buyer (such as in the case of the sale of a payment intangible, promissory note, account or chattel paper), bailee and bailor, or licensee and licensor instead of Debtor and Secured Party, check the appropriate box in item 7.

8. **Optional Filer Reference Data.** This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 8 any identifying information that filer may find useful. Do not include social security numbers or other personally identifiable information.

# BILL OF SALE

THIS INDENTURE made and given this **Seventeenth day of September, 2022** by and between **Ernest Pruett and Laura Pruett, husband and wife** hereinafter known as "Seller(s)", and **Brian Sharrah and Candace Sharrah, husband and wife** hereinafter known as "Buyer(s)".

**WITNESSETH:**

That the Seller(s), in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, in hand paid, hereby sell, transfer and set over to the Buyer(s) the following described Personal Property, presently located at **16966 W. Parks Highway, Houston, AK 99694**, namely:

**See Attached Property Inventory List**

Ernest Pruett

Laura Pruett

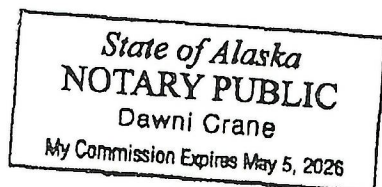
STATE OF Alaska )  
 ) SS.  
Third Judicial District )

THIS IS TO CERTIFY that on this 21 day of September, 2022, before me the undersigned Notary Public, personally appeared **Ernest Pruett and Laura Pruett**, known to me and to me known to be the individual(s) described in and who executed the foregoing instrument and he/she/they acknowledged to me that he/she/they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Drane

Notary Public in and for Alaska  
My commission expires 5/5/26



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AMCO Received 9/30/22



# PROPERTY INVENTORY LIST

PAGE 1

16966 WEST PARKS HWY HOUSTON, ALASKA 99669

Aug-22

HP INTEL COMPUTER ALL IN ONE  
HP ENVY PRO 6455 PRINTER ALL IN ONE  
NET GEAR INTERNET BOOSTER FOR RANGE  
WPS MODEM  
OFFICE END TABLE  
WAST RECEPTACLE  
59 BLACK PADDED BANQUET CHAIRS  
RUBBER MATE FILE CABINET 2 DRAWERS  
BLACK METAL FILE CABINET/STORAGE BIN 3'X4'  
VIVINT SYSTEM WITH PANNEL/1 CAMERA/5 DOOR SENSORS/SIGNAL BOOSTER  
FIRE PLACE WALL HEATER 2' X 3'  
LED SPIRAL BAR LIGHTS 1-LARGE 4-SMALL  
GE WASHING MACHINE  
GE CLOTHES DRYER  
MISC. OFFICE SUPPLIES  
MISC. CLEANING SUPPLIES  
MISC. PAPER AND TRASH BAG SUPPLIES  
5' ESPRESSO CABINET & COUNTER TOP  
6' ALUMINUM LADDER  
3' STEP LADDER  
13 BLACK SODA STOOLS  
7 WOOD BACKED PUB STOOLS  
13 HIGH BACK BAR STOOLS  
4 BLACK & GREY PUB TABLES  
2 BEVERAGE DISPENSORY CATER CART 6'X3' (PORTABLE WITH ROLLERS)  
2 VINTAGE MURRAY CREAM BYCICLES  
3 WOOD HIGH CHAIRS  
6 POLY BOOSTER SEATS  
24 BIRCH CANDLE HOLDERS  
3 5' FLOOR LAMPS  
6 4 TOP BLACK & GREY TABLES WITH BLACK BASE  
6 4 TOP WOOD TABLES WITH BLACK BASE  
2 WOOD IRON ROUND PUB TABLES  
2 WOOD STOOLS PUB HEIGHT  
7 WICKER TABLE LAMPS

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2 5'X6' CIRCLE DOT AREA RUGS  
 3' SELF STAND W 3 BINS WHITE WITH CHALK BOARD  
 2 BATHROOM SWINGING WASTE RECEPTACLE  
 9 SILK FLOWER BASKETS  
 AMPLE SUPPLY OF MISC. SALT & PEPPER SHAKERS FOR ALL TABLES  
 AMPLE SUPPLY GLASS SUGAR CONTAINER FOR ALL TABLES  
 MISC. FLATWARE FOR SERVICE  
 6 SILVERWARE RUBBER BINS  
 5 HARD COVER BOOKS/BOOKSHELF  
 2 OVER STUFFED VINTAGE HIGH BACK CHAIRS  
 1 CERAMIC TOP END TABLE  
 VINTAGE SANDWICH BOARD WITH CHALK BOARD  
 4'X4' CHALK ENTRY BOARD WALL MOUNTED  
 1 GAL. GREEN/BROWN HANDLED BASKET  
 3 FLAT SCREEN TELEVISIONS  
 5'X6' AREA RUG GREY/WOMENS BATHROOM  
 CARRIER DESSERT CASE WITH CHALK BOARD FACE  
 4' CABINET & COUNTER TOP / ESPRESSO MACHINE  
 M31BISTRO LA CIMBALI COMMERCIAL ESPRESSO MASHINE WITH 2 PORTS  
 DOUBLE SHOT HEAD  
 MISC ESPRESSO SUPPLIES 2 HANDLES - CUPS-STEAMERS-DEMITASSE CUPS  
 OSTER MIXER WITH GLASS PITCHER  
 30' BACK BAR CABINET  
 TRASH RECEPTACLE  
 3 COMPARTMENT BAR SINK  
 7 30' BACK BAR SHELVES WITH CHALK BOARD BACKS  
 4 WICKER IRON BASKETS W/ DUCKS  
 COFFEE MUGS AMPLE SUPPLY FOR OPERATIONAL RESTAURANT  
 TEA POTS AMPLE SUPPLY FOR OPERATIONAL RESTAURANT  
 WOOD DISH DRYING RACK  
 STAINLESS PAPER TOWEL HOLDER  
 CASIO CASH REGISTER  
 OSTER BLENDER  
 BAR SUPPLIES AMPLE SUPPLY FOR OPERATIONAL RESTAURANT/BAR  
 6 BEER TOWERS  
 6' 2 DOOR REACH IN COOLER BLACK WITH STAINLESS TOP

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8' 3 DOOR REACH IN COOLER BLACK WITH STAINLESS TOP

- 8 COUNTER TOP WATER FOUNTAIN  
 BAR GLASSES AMPLE SUPPLY FOR OPERATIONAL RESTAURANT/BAR  
 UPRIGHT WHIRLPOOL FREEZER WHITE  
 WOOD HOSTESS/GREETER STAND 3 SHELVES/MIC HOLE  
 6' 2 DOOR REACH IN COOLER BLACK WITH STAINLESS TOP  
 8'3 DOOR REACH IN COOLER BLACK WITH STAINLESS TOP  
 8 BIN BAR ICE DISTRIBUTION STATION  
 35' CUSTOM ROUNDED/CONTOUR BUILD IN PLACE BAR  
 6 JACK STANDS  
 LG/M SERVING TRAYS AMPLE SUPPLY FOR OPERATIONA RESTAURANT & CATERING  
 13 STANDARD FIRE EXTINGUISHERS  
 1 SILVER K CLASS EXTINGUISHER  
 CHEMICLE ANNSSEL SYSTEM  
 6' BREAD/PASTERY RACK  
 MANITOWOC COMMERCIAL ICE MACHINE AMPLE VOLUME FOR FULL OPERATIONS  
 2 FRIGIDAIRE UPRIGHT REFRIGERATION UNITS BLACK AND STAINLESS  
 3 TEIR CORIAN COUNTER STATION  
 COUNTER TOP PIZZA OVEN  
 4 SLICE COMMERCIAL TOASTER  
 HAMILTON BEACH MICROWAVE  
 4 KITCHEN WASTE RECEPTACLES  
 CONTINENTAL 2' SANDWICH REFRIGERATION REACH IN WITH CUTTING BOARD  
 TRUE 2' SANDWICH REFRIGERATION REACH IN WITH CUTTING BOARD  
 SERVE WELL 2 WELL STEAM TABLE  
 4' BUTCHER BLOCK CHEF TABLE  
 4' HEAT LIGHT  
 TICKET WHEEL  
 6 CAST IRON POTS  
 6' AMERICAN RANGE LINE UNIT WITH COMM. OVENS/4' GRIDDLE/4 STAR BURNERS  
 2' AMERICAN RANGE CHAR BROILER  
 1.5' AMERICAN RANGE DEEP FLYER  
 10' COMMERCIAL STAINLESS HOOD SYSTEM

see addendum  
 see addendum

KITCHEN HAND WASH SINK  
 GREEN BAY 13" OVAL PLATTERS AMPLE SUPPLY FOR OPERATIONAL RESTAURANT  
 GREEN BAY 9" OVAL PLATTERS AMPLE SUPPLY FOR OPERATIONAL RESTAURANT

see addendum  
 see addendum  
 see addendum  
 see addendum

GREEN BAY 10" ROUND PLATES AMPLE SUPPLY FOR OPERATIONAL RESTAURANT  
 GREEN BY PASTA BOWLS AMPLE SUPPLY FOR OPERATIONAL RESTAURANT  
 GREEN BAY 7" SALAD PLATES AMPLE SUPPLY FOR OPERATIONAL RESTAURANT  
 GREEN BAY 5" B&B PLATES AMPLE SUPPLY FOR OPERATIONAL RESTAURANT

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see addendum GREEN BAY SOUP CUPS AMPLE SUPPLY FOR OPERATIONAL RESTAURANT  
 see addendum GREEN BAY MONKEY DISHES AMPLE SUPPLY FOR OPERATIONAL RESTAURANT

see addendum CLASS SALAD/DESSERT DISHES AMPLE SUPPLY FOR OPERATIONAL RESTAURANT  
 MILK SHAKE GLASSES AMPLE SUPPLY FOR OPERATIONAL RESTAURANT  
 SUNDAES GLASS DISHES AMPLE SUPPLY FOR OPERATIONAL RESTAURANT  
 BANANA SPLIT BOATS GLASS AMPLE SUPPLY FOR OPERATIONAL RESTAURANT

see addendum CAMBRO TUMBLERS AMPLE SUPPLY FOR OPERATIONAL RESTAURANT  
 see addendum DINNER PLATE WHITE AMPLE SUPPLY FOR OPERATIONAL RESTAURANT/CATERING  
 see addendum SM-M-L SAUTE PANS AMPLE SUPPLY FOR OPERATIONAL RESTAURANT/CATERING  
 see addendum SM-M-L-XL STOCK POTS W/LIDS AMPLE SUPPLY FOR OPERATIONAL REST./CATERING  
 see addendum STAINLESS PANS FULL 6"/4"/2" AMPLE SUPPLY FOR OPERATIONAL REST./CATERING  
 see addendum STAINLESS 1/2-1/4-1/3-1/8 PANS AMPLE SUPPLY FOR OPERATIONS  
 KITCHEN UTENSILE AMPLE SUPPLY FOR OPERATIONAL RESTAURANT & CATERING  
 SERVING UTENSILS AMPLE SUPPLY FOR OPERATIONAL RESTAURANT & CATERING  
 SHARP MICROWAVE  
 HOBART COMMERCIAL MEAT SLICER  
 3 COMMERCIAL STRAINERS  
 EDLUND KITCHEN SCALE  
 NORTON MILL STONE SHARPENER  
 8' 3 COMPARTMENT STAINLESS SINK WITH WINGS

see addendum CAMBRO STORAGE CONTAINERS WITH LIDS ALL SIZES AMPLE OPERATIONAL VLMS  
 METRO 17 SHELF PROOFING OVEN 6' TALL  
 VULCAN DOUBLE DOOR COMMERCIAL CONVECTION OVEN  
 19 SHELF RACK ROLLING CART

see addendum SHEET PANS FULL (39) & HALF (6)  
 8' STAINLESS DISH STATION \*DISHWASHER RENTAL FROM ECOLAB\*

see addendum DISH FLAT & PLATE RACKS AMPLE SUPPLY FOR OPERATIONAL REST. & CATERING  
 2 COMMERCIAL MOP BUCKETS  
 KITCHEN & CHEF KNIVES AMPLE SUPPLY FOR OPERATIONAL REST. & CATERING  
 300 GALLON FUEL TANK AND STAND  
 35' CYCLONE SECURITY FENCING WITH DOUBLE GATE

24' MARQUE LIGHT SIGN  
 20'X12' COVERED OUTDOOR BBQ PIT  
 2 SERVICE ROLLING CARTS  
 4 CHEMICAL ROOM SHELVES  
 UTILITY MOP SINK  
 4 6' STAINLESS ROLLING RACKS  
 6 BANQUIT TABLES

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- HAND CART
- FRIGIDARE UPRIGHT COOLER BLACK AND STAINLESS
- MISC. BAND EQUIPMENT/SOUND SYSTEM
- DANCE FLOOR LIGHTING UNIT
- PASTRY HINGED LIDS/DISPLAYS
- 4 DRAWER METAL FILE CABINET
- CRAB CRACKERS AMPLE SUPPLY FOR OPERATIONAL RESTAURANT & CATERING
- 12 COCKTAIL TRAYS AMPLE SUPPLY FOR OPERATIONAL RESTAURANT & CATERING
- BUS TUBS
- UNDER COUNTER BAR DISH WASHER
- SERVICE BASKETS AMPLE SUPPLY FOR OPERATIONAL RESTAURANT & CATERING
- CRACKER BASKETS AMPLE SUPPLY FOR OPERATIONAL RESTAURANT & CATERING
- TABLE TOP GREEN STEAMER 2 GALLON
- TABLE TOP SALAD SPINNER
- POUR OVER COMMERCIAL COFFEE MAKER
- 2 HEAT LAMP CARVING STATION
- 2 VINTAGE CASH REGISTERS
- LAWN MOWER
- WEED WACKER
- SNOW SHOVELS
- MISC BROOMS
- STERNO HOLDERS AMPLE SUPPLY FOR OPERATIONAL RESTAURANT & CATERING
- 13 CHAFING DISHES WITH LIDS AND WATER PANS AMPLE SUPPLY FOR OPERATIONS
- 2 DISH PIT SILVERWARE RACKS
- 2 8' BLACK COMMERCIAL RUG RUNNERS
- HOSE WHEEL
- ALUMINUM STEP PLATFORM LADDER
- BALL FOUNTAIN
- 2 2 PULL TAB CASES
- 3 3 COUNTER TOP STEAM TABLES ELECTRIC
- BERKLE FLOOR STAND COMMERCIAL MIXER/WITH ATTACHMENTS 20 QT mixing bowl
- complete grinder attachments - complete slicing attachments

- SOUP WARMER
- 2 COMMERCIAL WAFFLE IRONS
- MILK SHAKE MACHINE
- KEGERATOR
- 15 LIFETIME BLACK BANQUET CHAIRS
- 4 PADDED BROWN STOOLS
- HOLEMAN CONVEYOR COMMERCIAL TOASTER
- QCS CONVEYOR COMMERCIAL TOASTER
- SYRUP PICTURES AMPLE SUPPLY FOR OPERATIONAL RESTAURANT & CATERING
- 2 COFFEE WARMER PLATES
- WALL MOUNT DART BOARDS
- TABLE TENTS AMPLE SUPPLY FOR OPERATIONAL RESTAURANT & CATERING
- SALAD BAR CROCKS AMPLE SUPPLY FOR OPERATIONAL RESTAURANT & CATERING

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WATER PICTURES AMPLE SUPPLY FOR OPERATIONAL REATAURANT & CATERING  
 STAINLESS BAKED POTATO SERVICE WITH DISHES AMPLE SUPPLY  
 STAINLESS JELLY SERVICE HOLDERS  
 MENU COVERS IN MULTIPLE SIZES AND FOLDS  
 TABLE UMBRELLAS  
 10' WOOD WOOD BENCH  
 CHOCOLATE FOUNTAIN  
 4' KITCHEN TABLE WITH DRAWER  
 WALKIN FREEZER UNIT/COMPRESSOR  
 WALKIN REFRIGERATOR UNIT/COMPRESSOR  
 HOTEL WASHING MACHINE  
 HOTEL DRYING MACHINE  
 KITCHEN COUNTER WITH SINK  
 10' KITCHEN COUNTER  
 ELECTRIC STOVE  
 OVER STOVE VENT/MICROWAVE  
 MISC CLEANING SUPPLIES  
 STORAGE UNITS FOR EACH ROOM (8)  
 2 GLASS PUB TABLES  
 APT. 30 SINK VANITY  
 APT SHOWER BATH UNIT  
 APT 7' BATH STORAGE CABINET  
 RST 5' SINK VANITY

2	ABSOLUTE
2	VANILLA VODKA PINNACLE
1	PINNACLE WHIPPED VODKA
1	GOLDSCHLAGER
1	RUMPLE MINZE
3	KETEL ONE VODKA
1	CIOC VODKA
1	BOMBAY SAPPHIRE GIN
1	TANQUERAY GIN
2	YUKON JACK
2	JIM BEAM
1	WILD TURKEY
1	MAKERS MARK
1	RED LABEL
1	CHIVAS REGAL
3	JACK DANIELS

INLS.
EEP
LDP

3 SEAGRAMS VO  
 1 R&R  
 1 SOUTHERN COMFORT  
 1 EJ BRANDY  
 1 CHRISTIAN BROTHERS BRANDY  
 2 SAILOR JERRY SPICED RUM  
 2 CAPTAIN MORGAN RUM  
 1 CAPTAIN MORGAN LIME RUM  
 4 MONARCH VODKA  
 8 MONARCH RUM  
 9 MONARCH GIN  
 1 MONARCH WHISKY  
 3 LAUDERS SCOTCH  
 1 VERMOUTH  
 1 MARTINI  
 1 BLACKBERRY BRANDY  
 1 DEXKUYPER PEPPERMINT  
 3 CREAM DE COCOA  
 1 CREAME DE MENTHE  
 3 HOT DAMN BURST  
 5 BUTTERSCOTCH BURST

1 AMARELLO  
 1 PEACH SCHNAPPS  
 2 TRIPPLE SEC  
 2 ESPRESSO SYRUPS  
 4 BLACK WINE RACKS  
 2 TEAL WINE HOLDERS

3 NEW BEER TAPS  
 1 6 HEAD BEER TAP  
 1 ELECTRIP SOUP KETTLE ROUND  
 4 BAKERS BROWNIE PANS  
 1 BACK KITCHEN L/SHAPE PREP COUNTER  
 1 FRONT KITCHEN CABINET PREP CONTER

INLS.
EEP
LDP

DECK/BUILDING PAINT AND PAINT SUPPLIES



39 full sheet pans  
 7 1/2 sheet pans  
 41 Cambro 1/6th pan 6" with lids  
 2 Cambro 1/6th pan 2" with lids  
 10 Cambro 1/3rd pan 6" with lids  
 14 Cambro 1/3rd pan 2" with lids  
 16 Cambro 1/3 pan 4" with lids  
 8 Cambro 12X18X9 storage container with lids  
 3 Cambro 12x18x6 storage container with lids  
 4 Cambro hotel pans with lids 6"  
 9 cooking stock pots with lids  
 5 saute pans 6"  
 9 saute pans 10"  
 4 saute pans 12"  
 59 clear glass leaf salad/dessert plates  
 3 commercial large collanders  
 3 commercial full size brownie pans  
 2 Cambro 18x24x9" storage container with lid  
 12 Cambro with lids 6 QT  
 3 Cambro with lids 8 QT  
 3 Cambro with lids 18 QT  
 6 Cambro with lids 22 QT  
 4 Stainless 1/9th pan with lids 4"  
 9 Stainless 1/6th pan with lids 2"  
 9 Stainless 1/6th pan with lids 4"  
 18 Stainless 1/6th pan with lids 6"  
 10 Stainless 1/3rd pan with lids 4"  
 21 Stainless 1/3rd pan with lids 6"  
 5 Stainless 1/2 pan with lids 2"  
 13 Stainless 1/2 pan with lids 4"  
 6 Stainless 1/2 pan with lids 6"  
 13 Stainless full pans with lids 2"  
 10 Stainless full pans with lids 4"  
 6 Stainless full pans with lids 6"  
 5 stainless large soup bain marie with lids  
 10 Stainless medium soup bain marie with lids  
 9 stainless water pans  
 10 stainless full lids  
 4 stainless full hinge lids

11 dishwasher racks

INLS.
EEP
LOP

17 white oval 8" platter  
 19 white oval 13" platter

108	white 10" round plates
28	white 7" round salad plates
29	white large oval boats
11	white soup bowls
9	white monkey dish
13	white soup cups

## Green Bay Dishes

105	5" B&B plates
132	7" salad plates
14	monkey dish
5	soup cups
53	large soup /pasta bowls 9"
66	8" oval platters
26	10" oval platters
71	13" oval platters
42	10" round plates

INLS.
EEP
LDP



## SALE AGREEMENT

This agreement is made as of the 5<sup>TH</sup> day of August, 2022 by and between Sellers Ernest Pruett and Laura Pruett, individual owning the subject real property, and Doris Jane, Inc., an Alaska Corporation in good standing, whose address is P.O. Box 2961 Soldotna, Alaska 99669 and the owner of the associated State of Alaska alcoholic beverages license #533 and the Buyers, Brian Sharrah, Candace Sharrah, whose address is P.O. Box 241 Kasiloof AK 99610.

For and in consideration of the total purchase price of USD \$ 575,000 (five hundred seventy-five thousand dollars) and their mutual promises and covenants set forth herein, Sellers and Buyers agree as follows:

- A. Sellers agree to sell to Buyers and Buyers agree to purchase the entirety of the commercial property known as The Houston Lodge, which consists of real and personal property as described below as well as State of Alaska alcoholic beverage license number 533 as shown in the attached license. All attachments are a material part of this agreement and are incorporated herein by attachment.
1. Sellers agree to sell to Buyers and Buyers agree to purchase the real property described in the 2010 warranty deed from Pevan to Sellers, Attachment A to this agreement.
  2. Seller Doris Jane Inc., agrees to sell to Buyers and Buyers agree to purchase from the Seller Doris Jane Inc. the State of Alaska liquor license #533, Attachment C.
  3. Sellers agree to sell to Buyers and Buyers agree to purchase the following described personal property as set forth in the personal property inventory attached hereto.
  4. Sellers agree to sell to Buyers and Buyers agree to purchase the business name "Houston Lodge", and the intangible goodwill and "blue sky" assets, the amount and valuation of which cannot be readily ascertained and accordingly listed as an indeterminate valued asset of the business personal property.
  5. The foregoing property comprise the entirety and the assets of the business generally known as Houston Lodge.
  6. The personal property, furniture, fixtures, supplies, and equipment shall not be sold as an entirety and shall not be separately sold nor disposed nor conveyed in whole or in part until such time as the Sellers have been paid in full, but may be replace by personal property, furniture, fixtures, supplies, and equipment of equal or greater value as needed, with such replacement items becoming attached to, and part of, the business

property being sold and subject to the deed of trust and security agreement collateralization.

7. There are no delinquent creditors. The only current bills for the premises are monthly utility and similar basic expenses. The property has been used as a commercial food service and lodging business. This is a commercial sale of business property, not a consumer transaction.
  8. All real property, premises, improvements thereof, furniture, fixtures, supplies, and equipment (FF&E) are sold **AS-IS** and without any representations nor warranties of any sort. All implicit warranties, including fitness for purpose and merchantability, are accordingly disclaimed. In closing this transaction, Buyers shall conduct its own due diligence and inquiry and shall rely solely upon its own inspections and inquiry by persons of Buyers' choice and paid separately by Buyers. Sellers shall allow Buyers a due diligence period of 15 days and afford Buyers commercially reasonable access to the premises and records. In reliance upon their own inspections and due diligence, **Buyers accordingly WAIVE AND HOLD SELLERS HARMLESS** from any claims arising in connection with the condition and extent of the property hereby sold.
- B. The sale shall be collateralized in a commercially reasonable manner. The real property and its improvements shall be collateralized by an appropriate deed of trust in the general form provided by the First American Title Company.
1. The deed of trust shall contain a due on sale clause providing that the entire amount of the underlying deed of trust shall become immediately accelerated and due upon sale in the event that Buyers sell, convey, attempt to sell or list for sale all or part of the assets of the business without the prior written permission of Sellers.
  2. The deed of trust shall include mandatory provisions that during the term of the deed of trust Buyers shall not cut live trees nor alter the improvements to real property without the prior written permission of Sellers.
  3. In addition, the Deed of Trust and the security agreement shall contain further special protective provisions as set out as Attachment B to this agreement.
  4. In addition, the Buyers in their operation of the business and of the real property shall abide at all times by the Special Conditions attached to this agreement, Attachment B to this
  5. Breach of any of the foregoing protective provisions shall be deemed a material breach of the deed of trust.
- C. The personal property shall be collateralized by the appropriate security agreement in commercially reasonable form and the filing of a UCC-1 notice of security interest with the state of Alaska. The security agreement for the personal property shall contain a due on sale clause



providing that the entire amount of the underlying deed of trust shall become immediately accelerated and due upon sale in the event that Buyers sell, convey, attempt to sell or list for sale all or part of the assets of the business without the prior written permission of Sellers. The security agreement shall provide that Sellers shall have any and all rights of a secured party pursuant to Alaska statutes regarding secured transactions.

- D. The total purchase price of \$575,000.00 shall be allocated as follows, however the principal amount of the deed of trust shall be for the entirety of the purchase price after deduction of any down payment:

Real property:	<u>450,000</u> ✓
Liquor license 533:	<u>75,000</u> ✓
Personal property including inventory, equipment, goodwill, and "blue sky":	<u>50,000</u> ✓

The above allocation shall not be deemed to allow in any manner nor at any time the separation of collateral nor the allocation of the purchase money to a portion of the property to be sold nor shall the separate conveyance of any portion of the collateral be allowed prior to final payoff of all amount due to the Sellers under this agreement. The sale is a unitary sale and all collateral shall remain in full force and effect until the total amount due to the Sellers is paid in full by Buyers.

- E. The purchase price shall be paid as follows:

Non-refundable Earnest Money, to be applied to down payment:	<u>2,000</u> ✓
Total Down Payment at closing, including earnest money	<u>5,000</u> ✓
Total amount to be financed by Sellers	<u>555,000<sup>00</sup></u>
Simple annual interest rate:	<u>7.0%</u>
Number of monthly amortized payments:	<u>180 MTHS</u>
Date of first monthly payment	<u>NOV. 1, 2022</u>
Number of days "grace period" before a payment is delinquent:	<u>5 Days</u>
Final payoff date by which all sums shall be paid in full	<u>OCT. 31ST 2037</u>
1 <sup>st</sup> balloon payment due date: <u>10-1-2023</u> in the amount of:	<u>7,500<sup>00</sup></u>
2 <sup>nd</sup> balloon payment due date: <u>10-1-2024</u> in the amount of:	<u>7,500<sup>00</sup></u>

There are no broker fees involved with this transaction.

**BREACH:** In the event that Buyers should fail to close or decline to close within the time provided by this agreement, or should the Buyers fail to qualify to operate the business, or should the Buyers make any material misrepresentation or breach any material provision of this agreement or fail to provide commercially reasonable and timely adequate assurances of performance without adequate excuse, then at the option of Sellers, this agreement may be terminated by Sellers and the earnest money shall be paid to Sellers by the holder of the earnest money as liquidated damages.

In the event that Sellers should fail to close or decline to close within the time provided by this agreement, or should the Sellers make any material misrepresentation or breach any material provision of this agreement or fail to provide commercially reasonable and timely adequate assurances of performance without adequate excuse, then at the option of Buyers, this agreement may be terminated by Buyers and the earnest money shall be paid to Buyers by the holder of the earnest money as liquidated damages.

Should the Sellers be unable or fail to close this transaction, then notice shall be provided of any deficit preventing timely closing and conveyance of title, in which instance Sellers shall be provided a period of 30 days within which to correct any deficit and close the transaction. If Sellers are unable to cure, or should Sellers decline to close or be unable to timely close, then the Earnest Money shall be returned to Buyers as their sole liquidated damages.

If the parties should later agree in writing, a breach may be waived.

- F. The deed of trust and security agreement shall provide that in the event of any delinquency, then the Sellers shall be entitled to simultaneously commence a deed of trust foreclosure, alcoholic beverage license repossession, and enforcement of the security interest in personal and other property.
- G. This agreement shall be specifically enforceable by the Sellers.
- H. The parties agree that they shall close the sales transactions through First American Title Insurance as soon as possible from the effective date of this agreement.
- I. All documents to be utilized at closing and for collateralization, security interest and conveyance shall be in commercially reasonable form. In the event that the parties cannot agree upon the specific form of the property conveyance and collateralization documents, then the parties agree that they shall use to the extent feasible and available standard forms as provided by First American Title. All closing costs shall be equally borne by the parties, and that both parties shall separately be responsible for any legal fees incurred by them.



- J. Escrow will be through First Mortgage, Seller will pay Escrow one time set up fee and buyer will pay annual escrow fee to include property tax collection and tax payment distribution.
- K. Buyers agree that they shall act at all times in accordance with the strict interpretation of Alaska alcoholic beverage control statutes and regulations and that Buyers shall execute an appropriate interim management agreement generally in the forms set out attached to this agreement. Buyers further agree that they shall simultaneously execute an appropriate form of liquor license reconveyance as prescribed by the Alaska alcoholic beverage regulatory authorities such that in the event of any breach the Sellers shall be entitled to prompt reconveyance of the liquor license.
- L. **PROHIBITION UPON LEASING:** NO portion of the real property nor of business may be leased nor subleased nor assigned by Buyers at any time.
- M. Buyers and Sellers represent that they have not and will not file bankruptcy under the laws of the United States of America and further that neither is subject to any factor which would negatively affect their ability to close this transaction, to enjoy quiet use and enjoyment of the property thereto nor affect the collateralization in favor of sellers in any manner.
- N. Sellers represent to Buyers that they can convey good and clear title to all of the demised properties and that they can convey the property free and clear of all encumbrances. Sellers further represent to Buyers that they are not aware of any threatened or pending legal process, debts, claims or demands which would have a materially adverse effect upon the conveyance of good and clear title nor upon the operation of the Business by buyers.
- O. Buyers in turn represent to Sellers that Buyers are solvent and have available working capital of not less than \$40,000 sufficient to operate the business until profitable. Buyers represent that they are not subject to the current judgments, liens nor other threatened or pending legal process, debts, claims or demands which would have a materially adverse effect upon their operation of the business nor upon their retention of good and clean title to all assets, with the exception of the collateralization and amounts owed to Sellers.
- P. **Due Diligence Investigation.** From and after the effective date of a fully-executed purchase and sale agreement, Sellers shall allow Buyers to have commercially reasonable access to the Property to investigate and inspect same and to appropriate records. All such inspections shall be at the Buyers separate cost and expense.
- Q. **Operation of Business and Indemnification:** Buyers shall at all times operate the business in full and complete compliance with all federal state and local laws, regulations and ordinances and the provisions of the property protection provisions of Attachment B hereto, which shall survive closing. After Buyers commence business operations (or take title, whichever occurs first),

Buyers shall indemnify, defend and hold harmless the sellers from any and all claims arising in connection with the operation of the business, the use and operation of the real property, and the provision of alcoholic beverages arising with regard to the. Seller shall indemnify Buyers from any and all claims arising in connection with the Sellers operation of the business, the use and operation of the real property, and the provision of alcoholic beverages arising prior to the closing of this transaction or prior to the inception of operations by the buyers, whichever occurs first.

- R. **Notices.** All notices, consents, waivers, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given or delivered when: (a) delivered personally; (b) sent by electronic mail (e-mail) (with a written confirmation of delivery generated by the receiving computer system); (c) sent via certified or registered mail; or (d) sent by a nationally recognized overnight courier or delivery service (with a receipt confirming delivery), in each case to the following addresses:

**To Sellers:**

**P.O. Box 2961 Soldotna, Alaska 99669**

**E-mail: asc@alaska.net**

**To Buyers:**

a. E-mail: *brian.sharrah@gmail.com*

Either party may change its notice address by giving notice in accordance with this agreement.

**S. Dispute Resolution.**

The parties agree that in the event of a dispute arising in connection with this Agreement and the performance thereof, they shall first attempt to mediate the entirety of any dispute before a mutually acceptable retired Alaska Superior Court Judge or retired Alaska Supreme Court Justice offering mediation services. In the event that mediation is unsuccessful, then the parties agree that they shall arbitrate in a single proceeding all disputes between them arising in connection with this Agreement and the performance thereof, with such arbitration to occur promptly after mediation has been attempted but unsuccessful.

Arbitration shall be binding and shall be pursuant to AS 09.43, likewise before a mutually acceptable retired Alaska Superior Court Judge or retired Alaska Supreme Court Justice offering arbitration services. Mediation and arbitration shall occur in Anchorage, Alaska, although the parties can stipulate to remote mediation or arbitration using Zoom or a similar video conferencing service.

The fees of any mediator shall be equally borne by the parties. The fees of any arbitrator shall be borne equally by the parties, except that the arbitrator shall have the



power to alter the allocation of the arbitrator's fees in the event that, and to the extent that, the arbitrator finds that a party has acted vexatiously or in bad faith.

Procedural provisions in any arbitration, such as discovery or motion practice, shall be fixed by the arbitrator in consultation with both parties and shall generally be consistent with the Alaska Rules of Civil Procedure.

- T. This agreement and the obligations and rights of any party may not be assigned by Buyers to any other party without the prior and specific written approval of Sellers.
- U. **Applicable Law; Venue.** This Agreement shall be governed by and interpreted and construed in accordance with and enforced under the laws of the State of Alaska. All actions and lawsuits seeking to enforce any of the terms and conditions of this Agreement shall be initiated and maintained in courts of the State of Alaska, Third Judicial District, in Kenai, and each party consents to the jurisdiction of such courts.
- V. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- W. **No Strict Construction.** Each of Owner and Broker has had sufficient opportunity to consult with and/or secure the advice of counsel with respect to the preparation and execution of this Agreement and related documents. Owner and Broker agree that the rule that a contract will be construed against the party drafting it will have no application to the interpretation or construction of this Agreement.
- X. **No Third Party Beneficiaries.** Nothing in this Agreement or any transactions contemplated or entered into pursuant to this Agreement shall be construed or interpreted to confer or vest any rights or interests on, in or to any person or entity that is not a party to this Agreement.
- Y. **Remedies Not Exclusive.** Each remedy provided pursuant to this Agreement shall be cumulative and shall be in addition to every other right or remedy provided in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise.
- Z. **Waiver.** Any term or provision of this Agreement may be waived, or time for performance may be extended, in writing by the party or parties entitled to the benefit thereof. Absent such express waiver or extension, failure of a party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or of any part of this Agreement or the right of the party thereafter to enforce each and every such provision. A waiver of a breach of this Agreement shall not be also held to constitute a waiver of any other or subsequent breach.

AA. **Entire Agreement.** This Agreement, together with the exhibits to this Agreement, contain the entire understanding of Owner and Broker with respect to the subject matter hereof, and supersede any and all prior arrangements or understandings between them that relate to the subject matter of this Agreement. This Agreement may not be modified, amended, revised, or supplemented except in writing signed by the party to be charged. The provisions of this agreement shall survive the closing of the sales transaction and shall remain in full force and effect until such time as the Sellers are paid in full.

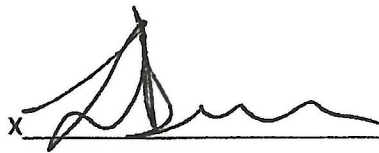
Dated this 8<sup>th</sup> Day of August, 2022

Sellers: Ernest Pruett and Laura Pruett

X



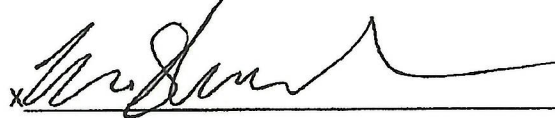
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Individually and as owners of Doris Jane, Inc.

Dated this 7<sup>th</sup> Day of August, 2022

Buyers:

X 

X



ATTACHMENT

A

A  
L  
A  
S  
K  
A

2010-020136-0

Recording Dist: 311 - Palmer

10/12/2010 10:28 AM Pages: 1 of 2



MS84515

**WARRANTY DEED**  
**A.S. 34.15.030**

The Grantor,

Robert T. Pevan and Karina K. Pevan, husband and wife, whose address is 3091 Meadow Lake Road, Wasilla, AK 99654, for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, conveys and warrants to the Grantee,

Ernest Pruett and Laura Pruett, husband and wife, as Tenants by the Entirety, with rights of survivorship, whose address is P.O. Box 940024, Houston, AK 99604, the following described real property:

That portion of the Southwest one-quarter of the Southwest one-quarter (SW1/4 SW1/4) of Section 22, Township 18 North, Range 3 West, located in the Palmer Recording District, Third Judicial District, State of Alaska, described as follows:

Beginning at the Southeast corner of the Southwest one-quarter of the Southwest one-quarter (SW1/4 SW1/4) of Section 22, Township 18 North, Range 3 West, Seward Meridian, Alaska, monumented with an iron post with brass cap marked for the W1/16 corner of Sections 22 and 27; thence with the record bearing of South 89°59' W., 300.00 feet between Sections 22 and 27 to a point monumented with a copper coated rod with brass cap marked for corner No. 2; thence at right angle North 0°01' W., 622.40 feet, more or less, to the Southerly right-of-way line of the George Parks Highway; thence North 0°32'33" E., 15.00 feet to a point; thence from a tangent that bears North 89°27'27" E., along a curve to the right (Radius 1010.95 feet) through an arc of 8°29'10", 149.73 feet to a point; thence South 9°01'43" W., 15.00 feet; thence from a tangent that bears South 80°58'17" E. along the Southerly right-of-way line curve to the right (Radius 995.95 feet) through an arc 9°04'26", 157.73 feet more or less to intersect the North-South centerline of the Southwest one-quarter (SW1/4), Section 22; thence Southerly 573.03 feet, more or less, to the Point of Beginning.

Subject to:

Section line easements, which affects the South 33 feet, as may be established by Federal and/or State Patent(s), and

Reservations and exceptions as contained in U.S. Patent, including but not limited to the reservations of all coal, oil, and gas rights, recorded March 8, 1961, in Book 35 at Page 183, and selection by the State of Alaska of all mineral rights previously reserved as disclosed by U.S. Patent recorded November 2, 1966, in Book 63D at Page 265, and recorded April 14, 2006, as Reception No. 2006-009582-0, and

Blanket Easement granted to Matanuska Electric Association, Inc., recorded October 5, 1960, in Book 34 at Page 48, and

A Notice of Utilization of a portion of said land for State Highway purposes as disclosed by instrument recorded September 8, 1960, in Book 33 at Page 347, and

Rights of the public and/or governmental agencies in and to any portion of said premises lying within the right-of-way of Parks Highway, and



Rights of the State of Alaska, if any, to extend the right of way boundaries of Parks Highway beyond its present perimeters by reason of Public Land Order 601 filed August 15, 1949 in the Federal Register, amended by Public Land Order 757 and Department Order 2665 filed October 19, 1951, and amended by Public Land Order 1613 filed April 10, 1958 in the Federal Register, and

Easement, which affects a 15 foot area as more fully described therein, granted to Matanuska Telephone Association, Inc., recorded July 14, 1988, in Book 554 at Page 337, and

Matters as disclosed on Record of Survey recorded May 27, 1986 as Survey No. 86-58RS, and

Further subject to reservations and exceptions in U.S. and/or State of Alaska Patents and in Acts authorizing the issuance thereof; easements, right-of-ways, covenants, conditions, reservations, notes on plat, and all other restrictions of record, if any.

Grantee has inspected the real estate conveyed herein and all appurtenances thereunto appertaining and accepts same "as is" without any warranty from Grantor, implied or expressed, of any type or nature whatsoever other than as to the title which is expressly warranted by this deed.

Dated: 10-11, 2010

GRANTOR:

Robert T. Pevan  
Robert T. Pevan

Karina K. Pevan  
Karina K. Pevan

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me on Oct. 11, 2010, by Robert T. Pevan and Karina K. Pevan.



Linda J. Lincoln  
Notary Public in and for Alaska  
My Commission Expires: \_\_\_\_\_

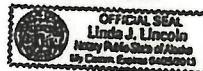
Dated: 10/11/10, 2010

GRANTEE:

Ernest Pruett  
Ernest Pruett

Laura Pruett  
Laura Pruett

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )



The foregoing instrument was acknowledged before me on Oct. 11, 2010, by Ernest Pruett and Laura Pruett.

Linda J. Lincoln  
Notary Public in and for Alaska  
My Commission Expires: \_\_\_\_\_

After recordation return to:  
Ernest Pruett and Laura Pruett  
P.O. Box 940224  
Houston, AR 77294

Warranty Deed, Page 2

AMCO Received 9/30/22



2 of 2  
2010-020136-0

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000000

DEED OF TRUST SPECIAL CONDITIONS

ATTACHMENT

B

- 1) NOV'S (LIQUOR LICENCE NOTICE OF VIOLATIONS)
  - a. Buyer must immediately notify seller of any NOV within 24 hours of receipt.
  - b. All alcohol purchases are to paid in full at time of delivery
  - c. All taxes are to be paid in full at time due
- 2) SEPTIC SYSTEM MAINTENANCE
  - a. Contract in place with a licensed septic maintenance company, and a copy of maintenance agreement sent to owner.
  - b. Septic Tank and lines are pumped annual
  - c. Grease trap is cleaned and pumped monthly in accordance with the maintenance contract
  - d. All maintenance contract fees are paid in accordance with contract net agreement
  - e. If system does not remain compliant to maintenance agreement in any part the deed of trust is in breach and voluntary surrender of property to owners without liability
- 3) PROPERTY RENOVATION OR ALTERATION
  - a. Any and all property renovation or alteration must be pre approved through written approval with owners prior to any work being performed.
  - b. Improvements are to include timber, trees any alterations, lighting, walls, flooring, furniture, fixtures, plumbing, decking, fencing, ceilings, hard plumbed appliances, building erections, electrical, roofing, parking, siding, heating, signage, etc.
  - c. Any and all expenses incurred must be paid in full and leave the deed of trust free of any leans.
- 4) EQUIPMENT
  - a. Equipment must be maintained in working order.
  - b. If equipment is needed to be replace it must be replaced at equal value and size.
  - c. No FF&E can be removed from property, must store on property until the deed of trust is paid in full. This is to include large equipment, dishes, pots, pans, tables, chairs, washers, dryers, supplies, signage, shelving, racks, carts, antiques, glasses, etc.
- 5) WASTE MANAGEMENT
  - a. Maintain a contract agreement with a licensed waste management regular service.
  - b. Grease from deep fryers are removed from property in accordance to local governance regulations. No grease is to be stored on property.
- 6) DAMAGES
  - a. Any damages to the property are to be repaired in a timely fashion to its original condition
  - b. Any cost incurred must be paid in full and leave deed of trust free of any leans.
- 7) INSURANCE
  - a. Any damages and or claims must be reported to owners within 24 hours of incident.
  - b. Ernest and Laura Pruett must be listed on Policy as loss payee and a copy of verifying loss payee sent from insurance agency to the Pruett's.
- 8) ABANDONED VEHICLES, CAMPERS, TRAILERS
  - a. Abandoned vehicles, campers, trailers must be removed from property in a timely manner
  - b. Non working vehicles, campers, trailers may not be stored on property
- 9) LIQUOR LICENSE
  - a. The liquor license is a "transfer with security interest" of Doris Jane Inc. Ernest and Laura Pruett. And can not be transferred, altered or moved until deed of trust is paid in full.
  - b. Any cost incurred to change name on Liquor license are at the expense of the buyer
- 10) WATER SYSTEM
  - a. Water system needs to remain compliant in accordance with the DEC state of Alaska
- 11) BOILERS
  - a. Boilers is to be maintained with regular annual compliances with the state of Alaska boiler inspector.

AMCO Received 9/30/22



STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD  
FORM CONTROL

LICENSE NUMBER

XXXX

ISSUED

12/20

/2021 ABC

BOARD

TYPE OF LICENSE: Beverage Disper

LICENSE FEE: \$2,500.00

LIQUOR LICENSE

2022 - 2023

TEMPORARY

533

LICENSE RENEWAL APPLICATION DUE  
DECEMBER 31, 2023 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT  
FEBRUARY 28, 2024 UNLESS DATED BELOW

CITY / BOROUGH: Houston  
Matanuska-Susitna Borough

This license cannot be transferred without permission  
of the Alcoholic Beverage Control Board

[ ] Special restriction - see reverse side

ISSUED BY ORDER OF THE  
ALCOHOLIC BEVERAGE CONTROL BOARD

COPY

DIRECTOR

THIS LICENSE MUST BE POSTED IN A VISIBLE PLACE ON THE PREMISES

04-900 (REV 7/21)

D/B/A:

Houston Lodge

Mile 57 Parks Highway

Mailing Address:

Doris Jane Incorporated

PO Box 2961

Soldotna, AK 99669

ATTACHMENT

C

AMCO Received 9/30/22

Copy of proof of right, title, or interest in the premises

## Property Sales Agreement

**Seller: Ernest & Laura Pruett**

**Buyer: Brian Sharrah**

AMCO

SEP 22 2022

AMCO  
SEP 22 2022

## SALE AGREEMENT

This agreement is made as of the 5<sup>TH</sup> day of August, 2022 by and between Sellers Ernest Pruett and Laura Pruett, individual owning the subject real property, and Doris Jane, Inc., an Alaska Corporation in good standing, whose address is P.O. Box 2961 Soldotna, Alaska 99669 and the owner of the associated State of Alaska alcoholic beverages license #533 and the Buyers, Brian Sharrah, Candace Sharrah, whose address is P.O. Box 241 Kaslof AK 99610.

For and in consideration of the total purchase price of USD \$ 575,000 (five hundred seventy-five thousand dollars) and their mutual promises and covenants set forth herein, Sellers and Buyers agree as follows:

- A. Sellers agree to sell to Buyers and Buyers agree to purchase the entirety of the commercial property known as The Houston Lodge, which consists of real and personal property as described below as well as State of Alaska alcoholic beverage license number 533 as shown in the attached license. All attachments are a material part of this agreement and are incorporated herein by attachment.
1. Sellers agree to sell to Buyers and Buyers agree to purchase the real property described in the 2010 warranty deed from Pevan to Sellers, Attachment A to this agreement.
  2. Seller Doris Jane Inc., agrees to sell to Buyers and Buyers agree to purchase from the Seller Doris Jane Inc. the State of Alaska liquor license #533, Attachment C.
  3. Sellers agree to sell to Buyers and Buyers agree to purchase the following described personal property as set forth in the personal property inventory attached hereto.
  4. Sellers agree to sell to Buyers and Buyers agree to purchase the business name "Houston Lodge", and the intangible goodwill and "blue sky" assets, the amount and valuation of which cannot be readily ascertained and accordingly listed as an indeterminate valued asset of the business personal property.
  5. The foregoing property comprise the entirety and the assets of the business generally known as Houston Lodge.
  6. The personal property, furniture, fixtures, supplies, and equipment shall not be sold as an entirety and shall not be separately sold nor disposed nor conveyed in whole or in part until such time as the Sellers have been paid in full, but may be replace by personal property, furniture, fixtures, supplies, and equipment of equal or greater value as needed, with such replacement items becoming attached to, and part of, the business



property being sold and subject to the deed of trust and security agreement collateralization.

7. There are no delinquent creditors. The only current bills for the premises are monthly utility and similar basic expenses. The property has been used as a commercial food service and lodging business. This is a commercial sale of business property, not a consumer transaction.
  8. All real property, premises, improvements thereof, furniture, fixtures, supplies, and equipment (FF&E) are sold **AS-IS** and without any representations nor warranties of any sort. All implicit warranties, including fitness for purpose and merchantability, are accordingly disclaimed. In closing this transaction, Buyers shall conduct its own due diligence and inquiry and shall rely solely upon its own inspections and inquiry by persons of Buyers' choice and paid separately by Buyers. Sellers shall allow Buyers a due diligence period of 15 days and afford Buyers commercially reasonable access to the premises and records. In reliance upon their own inspections and due diligence, Buyers accordingly **WAIVE AND HOLD SELLERS HARMLESS** from any claims arising in connection with the condition and extent of the property hereby sold.
- B. The sale shall be collateralized in a commercially reasonable manner. The real property and its improvements shall be collateralized by an appropriate deed of trust in the general form provided by the First American Title Company.
1. The deed of trust shall contain a due on sale clause providing that the entire amount of the underlying deed of trust shall become immediately accelerated and due upon sale in the event that Buyers sell, convey, attempt to sell or list for sale all or part of the assets of the business without the prior written permission of Sellers.
  2. The deed of trust shall include mandatory provisions that during the term of the deed of trust Buyers shall not cut live trees nor alter the improvements to real property without the prior written permission of Sellers.
  3. In addition, the Deed of Trust and the security agreement shall contain further special protective provisions as set out as Attachment B to this agreement.
  4. In addition, the Buyers in their operation of the business and of the real property shall abide at all times by the Special Conditions attached to this agreement, Attachment B to this
  5. Breach of any of the foregoing protective provisions shall be deemed a material breach of the deed of trust.
- C. The personal property shall be collateralized by the appropriate security agreement in commercially reasonable form and the filing of a UCC-1 notice of security interest with the state of Alaska. The security agreement for the personal property shall contain a due on sale clause

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SEP 22 2022

providing that the entire amount of the underlying deed of trust shall become immediately accelerated and due upon sale in the event that Buyers sell, convey, attempt to sell or list for sale all or part of the assets of the business without the prior written permission of Sellers. The security agreement shall provide that Sellers shall have any and all rights of a secured party pursuant to Alaska statutes regarding secured transactions.

- D. The total purchase price of \$575,000.00 shall be allocated as follows, however the principal amount of the deed of trust shall be for the entirety of the purchase price after deduction of any down payment:

Real property:	<u>450,000</u> ✓
Liquor license 533:	<u>75,000</u> ✓
Personal property including inventory, equipment, goodwill, and "blue sky":	<u>50,000</u> ✓

The above allocation shall not be deemed to allow in any manner nor at any time the separation of collateral nor the allocation of the purchase money to a portion of the property to be sold nor shall the separate conveyance of any portion of the collateral be allowed prior to final payoff of all amount due to the Sellers under this agreement. The sale is a unitary sale and all collateral shall remain in full force and effect until the total amount due to the Sellers is paid in full by Buyers.

- E. The purchase price shall be paid as follows:

Non-refundable Earnest Money, to be applied to down payment:	<u>2,000</u> ✓
Total Down Payment at closing, including earnest money	<u>5,000</u> ✓
Total amount to be financed by Sellers	<u>555,000<sup>00</sup></u>
Simple annual interest rate:	<u>7.0%</u>
Number of monthly amortized payments:	<u>180 MTHS</u>
Date of first monthly payment	<u>NOV. 1, 2022</u>
Number of days "grace period" before a payment is delinquent:	<u>5 Days</u>
Final payoff date by which all sums shall be paid in full	<u>OCT. 31st 2037</u>
1 <sup>st</sup> balloon payment due date: <u>10-1-2023</u> in the amount of:	<u>7,500<sup>00</sup></u>
2 <sup>nd</sup> balloon payment due date: <u>10-1-2024</u> in the amount of:	<u>7,500<sup>00</sup></u>

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SEP 22 2022



There are no broker fees involved with this transaction.

**BREACH:** In the event that Buyers should fail to close or decline to close within the time provided by this agreement, or should the Buyers fail to qualify to operate the business, or should the Buyers make any material misrepresentation or breach any material provision of this agreement or fail to provide commercially reasonable and timely adequate assurances of performance without adequate excuse, then at the option of Sellers, this agreement may be terminated by Sellers and the earnest money shall be paid to Sellers by the holder of the earnest money as liquidated damages.

In the event that Sellers should fail to close or decline to close within the time provided by this agreement, or should the Sellers make any material misrepresentation or breach any material provision of this agreement or fail to provide commercially reasonable and timely adequate assurances of performance without adequate excuse, then at the option of Buyers, this agreement may be terminated by Buyers and the earnest money shall be paid to Buyers by the holder of the earnest money as liquidated damages.

Should the Sellers be unable or fail to close this transaction, then notice shall be provided of any deficit preventing timely closing and conveyance of title, in which instance Sellers shall be provided a period of 30 days within which to correct any deficit and close the transaction. If Sellers are unable to cure, or should Sellers decline to close or be unable to timely close, then the Earnest Money shall be returned to Buyers as their sole liquidated damages.

If the parties should later agree in writing, a breach may be waived.

- F. The deed of trust and security agreement shall provide that in the event of any delinquency, then the Sellers shall be entitled to simultaneously commence a deed of trust foreclosure, alcoholic beverage license repossession, and enforcement of the security interest in personal and other property.
- G. This agreement shall be specifically enforceable by the Sellers.
- H. The parties agree that they shall close the sales transactions through First American Title Insurance as soon as possible from the effective date of this agreement.
- I. All documents to be utilized at closing and for collateralization, security interest and conveyance shall be in commercially reasonable form. In the event that the parties cannot agree upon the specific form of the property conveyance and collateralization documents, then the parties agree that they shall use to the extent feasible and available standard forms as provided by First American Title. All closing costs shall be equally borne by the parties, and that both parties shall separately be responsible for any legal fees incurred by them.

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- J. Escrow will be through First Mortgage, Seller will pay Escrow one time set up fee and buyer will pay annual escrow fee to include property tax collection and tax payment distribution.
- K. Buyers agree that they shall act at all times in accordance with the strict interpretation of Alaska alcoholic beverage control statutes and regulations and that Buyers shall execute an appropriate interim management agreement generally in the forms set out attached to this agreement. Buyers further agree that they shall simultaneously execute an appropriate form of liquor license reconveyance as prescribed by the Alaska alcoholic beverage regulatory authorities such that in the event of any breach the Sellers shall be entitled to prompt reconveyance of the liquor license.
- L. **PROHIBITION UPON LEASING:** NO portion of the real property nor of business may be leased nor subleased nor assigned by Buyers at any time.
- M. Buyers and Sellers represent that they have not and will not file bankruptcy under the laws of the United States of America and further that neither is subject to any factor which would negatively affect their ability to close this transaction, to enjoy quiet use and enjoyment of the property thereto nor affect the collateralization in favor of sellers in any manner.
- N. Sellers represent to Buyers that they can convey good and clear title to all of the demised properties and that they can convey the property free and clear of all encumbrances. Sellers further represent to Buyers that they are not aware of any threatened or pending legal process, debts, claims or demands which would have a materially adverse effect upon the conveyance of good and clear title nor upon the operation of the Business by buyers.
- O. Buyers in turn represent to Sellers that Buyers are solvent and have available working capital of not less than \$40,000 sufficient to operate the business until profitable. Buyers represent that they are not subject to the current judgments, liens nor other threatened or pending legal process, debts, claims or demands which would have a materially adverse effect upon their operation of the business nor upon their retention of good and clean title to all assets, with the exception of the collateralization and amounts owed to Sellers.
- P. **Due Diligence Investigation.** From and after the effective date of a fully-executed purchase and sale agreement, Sellers shall allow Buyers to have commercially reasonable access to the Property to investigate and inspect same and to appropriate records. All such inspections shall be at the Buyers separate cost and expense.
- Q. **Operation of Business and Indemnification:** Buyers shall at all times operate the business in full and complete compliance with all federal state and local laws, regulations and ordinances and the provisions of the property protection provisions of Attachment B hereto, which shall survive closing. After Buyers commence business operations (or take title, whichever occurs first),

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SEP 22 2022

Buyers shall indemnify, defend and hold harmless the sellers from any and all claims arising in connection with the operation of the business, the use and operation of the real property, and the provision of alcoholic beverages arising with regard to the. Seller shall indemnify Buyers from any and all claims arising in connection with the Sellers operation of the business, the use and operation of the real property, and the provision of alcoholic beverages arising prior to the closing of this transaction or prior to the inception of operations by the buyers, whichever occurs first.

- R. **Notices.** All notices, consents, waivers, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given or delivered when: (a) delivered personally; (b) sent by electronic mail (e-mail) (with a written confirmation of delivery generated by the receiving computer system); (c) sent via certified or registered mail; or (d) sent by a nationally recognized overnight courier or delivery service (with a receipt confirming delivery), in each case to the following addresses:

To Sellers:

P.O. Box 2961 Soldotna, Alaska 99669

E-mail: asc@alaska.net

To Buyers:

a. E-mail: brian.sharrah@gmail.com

Either party may change its notice address by giving notice in accordance with this agreement.

S. **Dispute Resolution.**

The parties agree that in the event of a dispute arising in connection with this Agreement and the performance thereof, they shall first attempt to mediate the entirety of any dispute before a mutually acceptable retired Alaska Superior Court Judge or retired Alaska Supreme Court Justice offering mediation services. In the event that mediation is unsuccessful, then the parties agree that they shall arbitrate in a single proceeding all disputes between them arising in connection with this Agreement and the performance thereof, with such arbitration to occur promptly after mediation has been attempted but unsuccessful.

Arbitration shall be binding and shall be pursuant to AS 09.43, likewise before a mutually acceptable retired Alaska Superior Court Judge or retired Alaska Supreme Court Justice offering arbitration services. Mediation and arbitration shall occur in Anchorage, Alaska, although the parties can stipulate to remote mediation or arbitration using Zoom or a similar video conferencing service.

The fees of any mediator shall be equally borne by the parties. The fees of any arbitrator shall be borne equally by the parties, except that the arbitrator shall have the

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power to alter the allocation of the arbitrator's fees in the event that, and to the extent that, the arbitrator finds that a party has acted vexatiously or in bad faith.

Procedural provisions in any arbitration, such as discovery or motion practice, shall be fixed by the arbitrator in consultation with both parties and shall generally be consistent with the Alaska Rules of Civil Procedure.

- T. This agreement and the obligations and rights of any party may not be assigned by Buyers to any other party without the prior and specific written approval of Sellers.
- U. **Applicable Law; Venue.** This Agreement shall be governed by and interpreted and construed in accordance with and enforced under the laws of the State of Alaska. All actions and lawsuits seeking to enforce any of the terms and conditions of this Agreement shall be initiated and maintained in courts of the State of Alaska, Third Judicial District, in Kenai, and each party consents to the jurisdiction of such courts.
- V. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- W. **No Strict Construction.** Each of Owner and Broker has had sufficient opportunity to consult with and/or secure the advice of counsel with respect to the preparation and execution of this Agreement and related documents. Owner and Broker agree that the rule that a contract will be construed against the party drafting it will have no application to the interpretation or construction of this Agreement.
- X. **No Third Party Beneficiaries.** Nothing in this Agreement or any transactions contemplated or entered into pursuant to this Agreement shall be construed or interpreted to confer or vest any rights or interests on, in or to any person or entity that is not a party to this Agreement.
- Y. **Remedies Not Exclusive.** Each remedy provided pursuant to this Agreement shall be cumulative and shall be in addition to every other right or remedy provided in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise.
- Z. **Waiver.** Any term or provision of this Agreement may be waived, or time for performance may be extended, in writing by the party or parties entitled to the benefit thereof. Absent such express waiver or extension, failure of a party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or of any part of this Agreement or the right of the party thereafter to enforce each and every such provision. A waiver of a breach of this Agreement shall not be also held to constitute a waiver of any other or subsequent breach.

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SEP 22 2022



AA. Entire Agreement. This Agreement, together with the exhibits to this Agreement, contain the entire understanding of Owner and Broker with respect to the subject matter hereof, and supersede any and all prior arrangements or understandings between them that relate to the subject matter of this Agreement. This Agreement may not be modified, amended, revised, or supplemented except in writing signed by the party to be charged. The provisions of this agreement shall survive the closing of the sales transaction and shall remain in full force and effect until such time as the Sellers are paid in full.

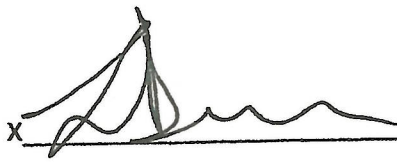
Dated this 8<sup>th</sup> Day of August, 2022

Sellers: Ernest Pruett and Laura Pruett

X



X



Individually and as owners of Doris Jane, Inc.

Dated this 7<sup>th</sup> Day of August, 2022

Buyers:

X 

X 

AMCO

SEP 22 2022

ATTACHMENT

A

ALASKA

2010-020136-0

Recording Dist: 311 - Palmer

10/12/2010 10:28 AM Pages: 1 of 2



MS84515

**WARRANTY DEED**  
**A.S. 34.15.030**

The Grantor,

Robert T. Pevan and Karina K. Pevan, husband and wife, whose address is 3091 Meadow Lake Road, Wasilla, AK 99654, for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, conveys and warrants to the Grantee,

Ernest Pruett and Laura Pruett, husband and wife, as Tenants by the Entirety, with rights of survivorship, whose address is P.O. Box 940034, Houston, AK 99694, the following described real property:

That portion of the Southwest one-quarter of the Southwest one-quarter (SW1/4 SW1/4) of Section 22, Township 18 North, Range 3 West, located in the Palmer Recording District, Third Judicial District, State of Alaska, described as follows:

Beginning at the Southeast corner of the Southwest one-quarter of the Southwest one-quarter (SW1/4 SW1/4) of Section 22, Township 18 North, Range 3 West, Seward Meridian, Alaska, monumented with an iron post with brass cap marked for the W1/16 corner of Sections 22 and 27; thence with the record bearing of South 89°59' W., 300.00 feet between Sections 22 and 27 to a point monumented with a copper coated rod with brass cap marked for corner No. 2; thence at right angle North 0°01' W., 622.40 feet, more or less, to the Southerly right-of-way line of the George Parks Highway; thence North 0°32'33" E., 15.00 feet to a point; thence from a tangent that bears North 89°27'27" E., along a curve to the right (Radius 1010.95 feet) through an arc of 8°29'10", 149.73 feet to a point; thence South 9°01'43" W., 15.00 feet; thence from a tangent that bears South 80°58'17" E. along the Southerly right-of-way line curve to the right (Radius 995.95 feet) through an arc 9°04'26", 157.73 feet more or less to intersect the North-South centerline of the Southwest one-quarter (SW1/4), Section 22; thence Southerly 573.03 feet, more or less, to the Point of Beginning.

Subject to:

Section line easements, which affects the South 33 feet, as may be established by Federal and/or State Patent(s), and

Reservations and exceptions as contained in U.S. Patent, including but not limited to the reservations of all coal, oil, and gas rights, recorded March 8, 1961, in Book 35 at Page 183, and selection by the State of Alaska of all mineral rights previously reserved as disclosed by U.S. Patent recorded November 2, 1966, in Book 63D at Page 265, and recorded April 14, 2006, as Reception No. 2006-009582-0, and

Blanket Easement granted to Malanuska Electric Association, Inc., recorded October 5, 1960, in Book 34 at Page 48, and

A Notice of Utilization of a portion of said land for State Highway purposes as disclosed by instrument recorded September 8, 1960, in Book 33 at Page 347, and

Rights of the public and/or governmental agencies in and to any portion of said premises lying within the right-of-way of Parks Highway, and

AMCO

SEP 22 2022

Rights of the State of Alaska, if any, to extend the right of way boundaries of Parks Highway beyond its present perimeters by reason of Public Land Order 601 filed August 15, 1949 in the Federal Register, amended by Public Land Order 757 and Department Order 2665 filed October 19, 1951, and amended by Public Land Order 1613 filed April 10, 1956 in the Federal Register, and

Easement, which affects a 15 foot area as more fully described therein, granted to Matanuska Telephone Association, Inc., recorded July 14, 1988, in Book 554 at Page 337, and

Matters as disclosed on Record of Survey recorded May 27, 1986 as Survey No. 86-58RS, and

Further subject to reservations and exceptions in U.S. and/or State of Alaska Patents and in Acts authorizing the issuance thereof; easements, right-of-ways, covenants, conditions, reservations, notes on plat, and all other restrictions of record, if any.

Grantee has inspected the real estate conveyed herein and all appurtenances thereunto appertaining and accepts same "as is" without any warranty from Grantor, implied or expressed, of any type or nature whatsoever other than as to the title which is expressly warranted by this deed.

Dated: 10-11, 2010

GRANTOR:

Robert T. Pevan  
Robert T. Pevan

Karina K. Pevan  
Karina K. Pevan

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me on Oct. 11, 2010, by Robert T. Pevan and Karina K. Pevan.



Linda J. Lincoln  
Notary Public in and for Alaska  
My Commission Expires: \_\_\_\_\_

Dated: 10/11/10, 2010

GRANTEE:

Ernest Pruett  
Ernest Pruett

Laura Pruett  
Laura Pruett

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )



The foregoing instrument was acknowledged before me on Oct 11, 2010, by Ernest Pruett and Laura Pruett.

Linda J. Lincoln  
Notary Public in and for Alaska  
My Commission Expires: \_\_\_\_\_

After recordation return to:  
Ernest Pruett and Laura Pruett  
P.O. Box 940024  
Houston, AK 99694



AMCO

SEP 22 2022

2 of 2  
2010-020196-0



DEED OF TRUST SPECIAL CONDITIONS

ATTACHMENT B

AMCO

SEP 22 2022

- 1) NOV'S (LIQUOR LICENCE NOTICE OF VIOLATIONS)
  - a. Buyer must immediately notify seller of any NOV within 24 hours of receipt.
  - b. All alcohol purchases are to paid in full at time of delivery
  - c. All taxes are to be paid in full at time due
- 2) SEPTIC SYSTEM MAINTENANCE
  - a. Contract in place with a licensed septic maintenance company, and a copy of maintenance agreement sent to owner.
  - b. Septic Tank and lines are pumped annual
  - c. Grease trap is cleaned and pumped monthly in accordance with the maintenance contract
  - d. All maintenance contract fees are paid in accordance with contract net agreement
  - e. If system does not remain compliant to maintenance agreement in any part the deed of trust is in breach and voluntary surrender of property to owners without liability
- 3) PROPERTY RENOVATION OR ALTERATION
  - a. Any and all property renovation or alteration must be pre approved through written approval with owners prior to any work being performed.
  - b. Improvements are to include timber, trees any alterations, lighting, walls, flooring, furniture, fixtures, plumbing, decking, fencing, ceilings, hard plumbed appliances, building erections, electrical, roofing, parking, siding, heating, signage, etc.
  - c. Any and all expenses incurred must be paid in full and leave the deed of trust free of any leans.
- 4) EQUIPMENT
  - a. Equipment must be maintained in working order.
  - b. If equipment is needed to be replace it must be replaced at equal value and size.
  - c. No FF&E can be removed from property, must store on property until the deed of trust is paid in full. This is to include large equipment, dishes, pots, pans, tables, chairs, washers, dryers, supplies, signage, shelving, racks, carts, antiques, glasses, etc.
- 5) WASTE MANAGEMENT
  - a. Maintain a contract agreement with a licensed waste management regular service.
  - b. Grease from deep fryers are removed from property in accordance to local governance regulations. No grease is to be stored on property.
- 6) DAMAGES
  - a. Any damages to the property are to be repaired in a timely fashion to its original condition
  - b. Any cost incurred must be paid in full and leave deed of trust free of any leans.
- 7) INSURANCE
  - a. Any damages and or claims must be reported to owners within 24 hours of incident.
  - b. Ernest and Laura Pruett must be listed on Policy as loss payee and a copy of verifying loss payee sent from insurance agency to the Pruett's.
- 8) ABANDONED VEHICLES, CAMPERS, TRAILERS
  - a. Abandoned vehicles, campers, trailers must be removed from property in a timely manner
  - b. Non working vehicles, campers, trailers may not be stored on property
- 9) LIQUOR LICENSE
  - a. The liquor license is a "transfer with security interest" of Doris Jane Inc. Ernest and Laura Pruett. And can not be transferred, altered or moved until deed of trust is paid in full.
  - b. Any cost incurred to change name on Liquor license are at the expense of the buyer
- 10) WATER SYSTEM
  - a. Water system needs to remain compliant in accordance with the DEC state of Alaska
- 11) BOILERS
  - a. Boilers is to be maintained with regular annual compliances with the state of Alaska boiler inspector.

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD

LICENSE NUMBER

FORM CONTROL

XXXX

ISSUED

12/20

/2021 ABC

BOARD

TYPE OF LICENSE: Beverage Disper

LICENSE FEE: \$2,500.00

LIQUOR LICENSE

2022 - 2023

TEMPORARY

533

LICENSE RENEWAL APPLICATION DUE  
DECEMBER 31, 2023 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT  
FEBRUARY 28, 2024 UNLESS DATED BELOW

CITY / BOROUGH: Houston

Matanuska-Susitna Borough

This license cannot be transferred without permission  
of the Alcoholic Beverage Control Board

| | Special restriction - see reverse side

ISSUED BY ORDER OF THE  
ALCOHOLIC BEVERAGE CONTROL BOARD

COPY

DIRECTOR

THIS LICENSE MUST BE POSTED IN A VISIBLE PLACE ON THE PREMISES

04-900 (REV 7/21)

D/B/A:

Houston Lodge

Mile 57 Parks Highway

Mailing Address:

Doris Jane Incorporated

PO Box 2961

Soldotna, AK 99669

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SEP 22 2022

ATTACHMENT

C





## Alaska Alcoholic Beverage Control Board

**Form AB-01: Transfer License Application****Why is this form needed?**

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 3 AAC 304.105.

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

**Section 1 – Transferor Information**

Enter information for the **current** licensee and licensed establishment.

Licensee:	Doris Jane Inc.	License #:	533		
License Type:	Beverage Dispensory	Statutory Reference:	AS 04.11.090		
Doing Business As:	Houston Lodge				
Premises Address:	16966 West Parks HWY (Mile 57)				
City:	Houston	State:	Alaska	ZIP:	99694
Local Governing Body:	City of Houston Alaska				

**Transfer Type:**

- ☐ Regular transfer
- ☒ Transfer with security interest
- ☐ Involuntary retransfer

**OFFICE USE ONLY**

Complete Date:		Transaction #:	100462594
Board Meeting Date:		License Years:	
Issue Date:		Examiner:	KRS



## Alaska Alcoholic Beverage Control Board

**Form AB-01: Transfer License Application****Section 2 – Transferee Information**Enter information for the **new** applicant and/or location seeking to be licensed.

Licensee:	Brian T. Sharrah				
Doing Business As:	Houston Lodge				
Premises Address:	16966 West Parks HWY (Mile 57)				
City:	Houston	State:	Alaska	ZIP:	99694
Community Council:	City of Houston Alaska				

Mailing Address:	P.O. Box 940051				
City:	Houston	State:	Alaska	ZIP:	99694

Designated Licensee:	Brian T. Sharrah				
Contact Phone:	(907) 953-6375	Business Phone:	(907) 953-6375		
Contact Email:	brian.sharrah@gmail.com				

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

**Section 3 – Premises Information**

Premises to be licensed is:

☒ an existing facility ☐ a new building ☐ a proposed building

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

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

16966 W Parks Hwy to 12801 Hawk Lane - distance (5 miles)

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

16966 W Parks Hwy to 11975 W Midvalley Way distance (4.1 miles)





Alaska Alcoholic Beverage Control Board

**Form AB-01: Transfer License Application**

**Section 4 – Sole Proprietor Ownership Information**

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 5.  
If more space is needed, please attach a separate sheet with the required information.  
The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: ☒ applicant ☐ affiliate

Name:	Brian T. Sharrah				
Address:	P.O. Box 940051				
City:	Houston	State:	Alaska	ZIP:	99694

This individual is an: ☐ applicant ☒ affiliate

Name:	Candace M. Sharrah				
Address:	P.O. Box 940051				
City:	Houston	State:	AK	ZIP:	99694

**Section 5 – Entity Ownership Information**

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 6.

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

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

Entity Official:	N/A				
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

AMCO





## Alaska Alcoholic Beverage Control Board

**Form AB-01: Transfer License Application**

Entity Official:	N/A				
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

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

DOC Entity #:		AK Formed Date:		Home State:	
Registered Agent:			Agent's Phone:		
Agent's Mailing Address:					
City:		State:		ZIP:	

Residency of Agent:

Yes No

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

☐ ☐



Alaska Alcoholic Beverage Control Board

## Form AB-01: Transfer License Application

### Section 6 – Other Licenses

Ownership 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?

☐☒

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

### Section 7 – Authorization

Communication with AMCO staff:

Yes

No

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

☐☒

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




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.

I declare under penalty of perjury that the undersigned represents a **controlling interest** of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) have examined this application, approve of the transfer of this license, and find the information on this application to be true, correct, and complete.

  
Signature of transferor

Ernest E. Pruett

Printed name of transferor

Subscribed and sworn to before me this 20 day of August, 2022



  
Signature of Notary Public  
postmaster

Notary Public in and for the State of AK

My commission expires: \_\_\_\_\_



Signature of transferor

Laura D. Pruett

Printed name of transferor

Subscribed and sworn to before me this 20 day of August, 2022



  
Signature of Notary Public  
postmaster

Notary Public in and for the State of AK

My commission expires: 0





## 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.

X

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

X

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.

X

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.

X

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

X

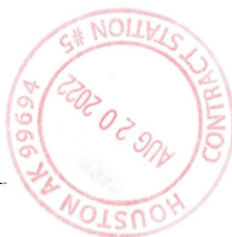
I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand 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.

X

Signature of transferee

Brian T. Sharrah

Printed name



Signature of Notary Public

Notary Public in and for the State of AKMy commission expires: 8Subscribed and sworn to before me this 20 day of August, 2022



## Alaska Alcoholic Beverage Control Board Form AB-02: Premises Diagram

### Why is this form needed?

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

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

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

Yes No

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



### Section 1 – Establishment Information

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

Licensee:	Brian Sharrah	License Number:	533		
License Type:	Beverage Dispensary				
Doing Business As:	Houston Lodge				
Premises Address:	16966 West Parks HWY (mile 57)				
City:	Houston	State:	AK	ZIP:	99694



**Alaska Alcoholic Beverage Control Board**

**Form AB-02: Premises Diagram**

**Section 2 – Detailed Premises Diagram**

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

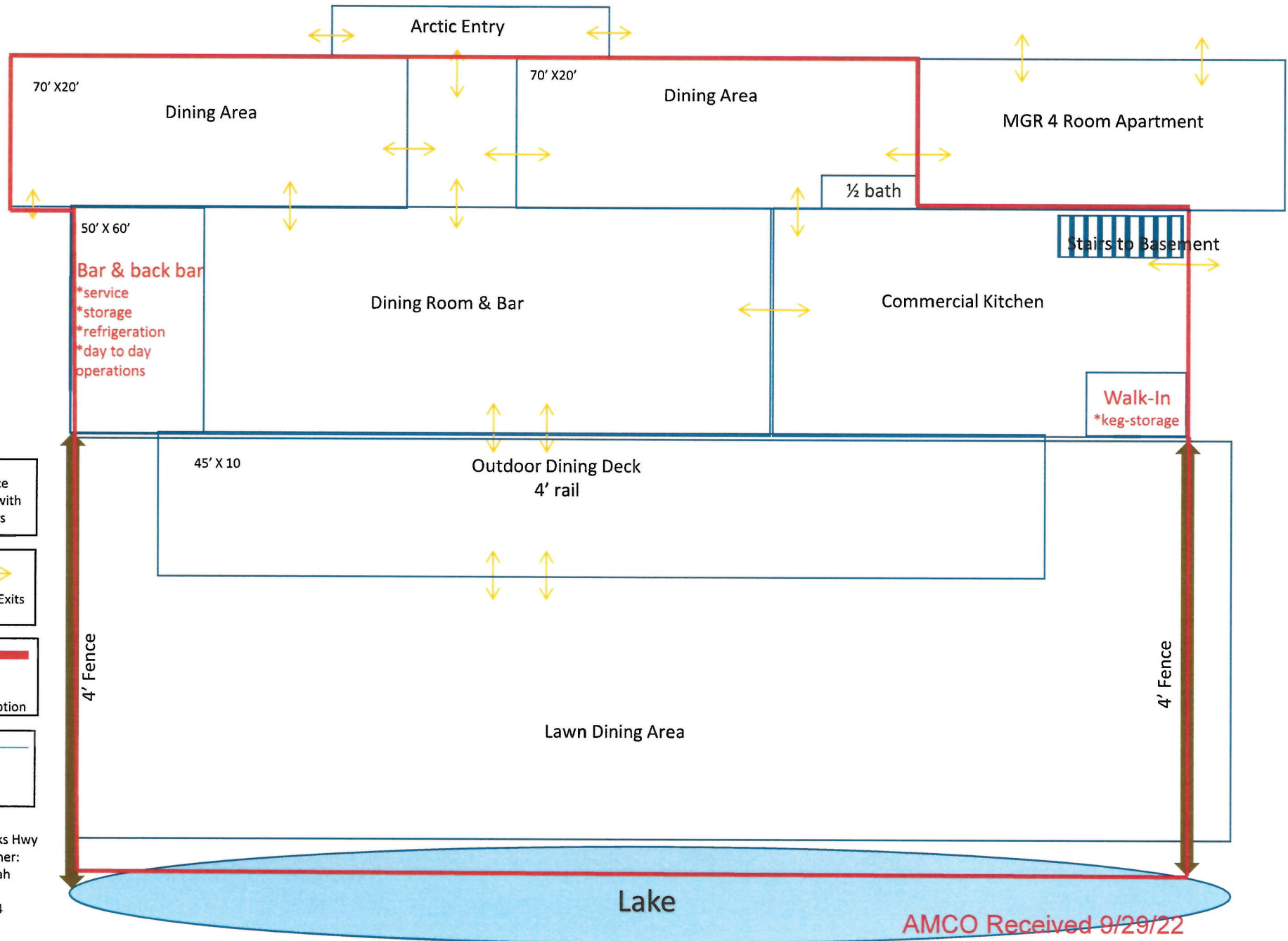
Please see attached diagram (4 pages)



Street Level Floor

DBA Houston Lodge

← N Parks Hwy Houston S →



← N Parks Hwy Houston S →

50' X 60'

Mechanical Room

Stairs to Basement

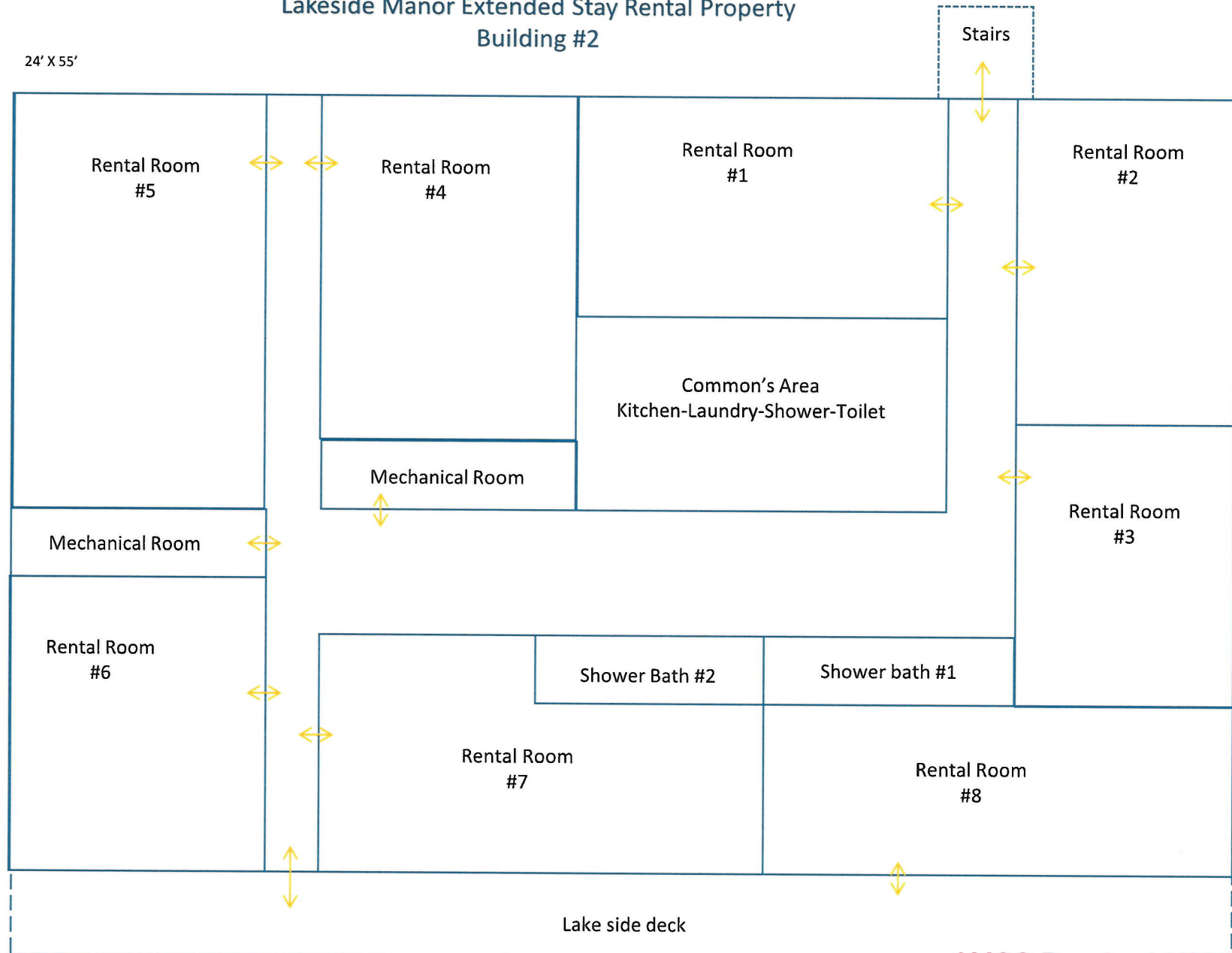
Open Span Basement  
Cement floor  
Sheet rock high ceiling  
Approx. 3,000sf

Use of basement  
Storage - mechanical  
No Alcohol

← N Parks Hwy Houston S →

Lakeside Manor Extended Stay Rental Property  
Building #2

24' X 55'





# Front view

AMCO Received 9/29/22





Breads Meats and Treats LLC DBA The HOUSTON LODGE

Outdoor/Indoor Serving Security Plan

1. All minors must be accompanied by an adult (age over 21) while in the restricted area when any alcohol is being served/sold/consumed.
2. All new patrons are carded upon ordering alcohol.
3. All staff is trained in the identification of fake IDs.
4. Metal and Wood Fence 4ft High is around the outdoor servicing area.
5. Underaged persons will be monitored closely by our professionally trained alcohol servers.
6. Proper egress from the outdoor service area will always remain unobstructed.
7. ABC mandated posters as required by law are posted inside The Houston Lodge and at the entrances of the outdoor seating area.
8. All entrances and exits will provide clear notice that NO ALCOHOL IS ALLOWED BEYOND THE OUTDOOR SEATING AREA.
9. Keeping outdoor seating area viable without any increased risk to minors exposed to alcohol WILL continue to be a part of our training for our staff.
10. All safety related operations for our current liquor service will additionally be enforced in the new service area.
11. Proper signage at points of entry indicating no minors without a parent or legal guardian will be posted.
12. All servers will closely monitor that only the guests that have been carded will have alcoholic beverages.
13. Our top priority continues in providing safety for all guests regarding the service of alcoholic beverages.
14. Servers will be present in the outdoor area to monitor consumption.

AMCO

OCT 12 2022



Alaska Alcoholic Beverage Control Board

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

**Why is this form needed?**

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

**Section 1 – Establishment Information**

Enter information for licensed establishment.

Licensee:	Brian Sharrah				
License Type:	Beverage Dispensary	License Number:	533		
Doing Business As:	Houston Lodge				
Premises Address:	16966 West Parks HWY (mile 57)				
City:	Houston	State:	AK	ZIP:	99694
Contact Name:	Brian Sharrah	Contact Phone:	907-953-6375		

**Section 2 – Type of Designation Requested**

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

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

OFFICE USE ONLY		
Transaction #:	Initials:	





Alaska Alcoholic Beverage Control Board

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

**Section 3 – Minor Access**

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

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

- 1) Minors will be allowed in the dining area
- 2) Minors will be employed and present in the kitchen
- 3) Minors will be employed and present in the dining area in the capacity of hostess and or bussers.

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

- 1) This facility will have an MOD over the age of 21 in both the kitchen and dining areas.
- 2) Minors are not permitted behind the bar where all alcohol beverages are stored.
- 3) Servers are required to dump all containers that have alcohol residue prior to placing into bus tub or left unattended.
- 4) Any patron at a table/seat and alcohol is delivered to an over 21 year old patron the table is monitored by over 21 year old staff member.

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

Yes No  
☒ ☐

**Section 4 – DEC Food Service Permit**

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

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

Please follow this link to the Municipality Food Safety Website:

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

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

Initials

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

BT

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



Alaska Alcoholic Beverage Control Board

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

**Section 5 – Hours of Operation**

Review AS 04.16.010(c).

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

7:00 a.m. 2:00a.m.  
Monday thru Sunday

**Section 6 – Entertainment & Service**

Review AS 04.11.100(g)(2)

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

Yes

No



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

live bands 9:00 p.m. till 1:00 a.m.

Food and beverage service offered or anticipated is:



table service



buffet service



counter service



other

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





Alaska Alcoholic Beverage Control Board

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

**Section 7 – Certifications and Approvals**

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

Initials

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

BTS

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

BTS

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

BTS

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

BTS

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

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.

BTS

**Brian Sharrah**

Printed name of licensee

Signature of licensee

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

Approved

Denied

☐☐

Signature of local government official

Date

Printed name of local government official

Title





Alaska Alcoholic Beverage Control Board

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

AMCO Enforcement Review:

Enforcement Recommendation:

Approve

Deny

☐☐

Signature of AMCO Enforcement Supervisor

Printed name of AMCO Enforcement Supervisor

Date

Enforcement Recommendations:

AMCO Director Review:

Approved

Denied

☐☐

Signature of AMCO Director

Printed name of AMCO Director

Date

Limitations:

ATTACH TO FORM AB-03: RESTAURANT DESIGNATION PERMIT APPLICATION

HOUSTON LODGE

16966 WEST PARKS HWY (MILE 57) HOUSTON ALASKA 99694

BRIAN SHARRAH

(907) 953-6375

LICENSE #: 533

MENU PROJECTION:

COUNTRY BREAKFASTS

BURGERS

SANDWICHES

APPETIZERS

DINNER ENTREES

DESSERTS

COFFEES

SODAS

MILK SHAKES

AMCO

SEP 22 2022



## Alaska Food Code 2022 Establishment Permit

Division of Environmental Health  
Food Safety & Sanitation Program

Permit Number: 13885  
Issued to: **BREADS MEATS AND TREATS LLC**  
For: **Houston Lodge**  
For Operation of: **FF-1 Food Service**  
Located at: **16966 Parks HWY Houston, AK 99694**

This permit, issued under the provisions of 18 AAC 31, is valid until the noted expiration date or unless suspended or revoked by the department.

This permit is not transferable for change of ownership, facility location, or type of operation. It must be posted in plain view in the establishment and is the property of the State of Alaska.

Expiration Date:  
**December 31, 2022**

Program Manager:

A handwritten signature in black ink, appearing to read "Kimberly S. O'Neil", is written over a faint, larger signature.

**If you have questions or concerns regarding  
safe food handling practices call toll free:**

# 1-87-SAFE-FOOD

**(in Anchorage call 334-2560)**



AMCO  
OCT 12 2022