

# Application for Administrative Site Plan Review

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



PETITIONER*		PETITIONER REPRESENTATIVE (if any)	
Name (last name first) SHIP CREEK INDUSTRIAL COMPLEX		Name (last name first) RON THOMPSON	
Mailing Address 311 NORTH SITKA ST.		Mailing Address 726 E 15 <sup>TH</sup> AVE	
ANCHORAGE, AK. 99501		ANCH AK 99501	
Contact Phone - Day	Evening	Contact Phone - Day	Evening
907-561-0125		907-529-5120	
Fax		Fax	
561-0178			
E-mail		E-mail	
		SCOPE PNE.FOR@GMAIL.COM	

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

PROPERTY INFORMATION			
Property Tax #(000-000-00-000): 002-051-35-000 / 002051-15-000 / 002-051-32-000 / 002-51-31-004			
Site Street Address: 229 E. WHITNEY RD.			
Current legal description: (use additional sheet if necessary)			
SHIP CREEK CROSSING LOT 4 WITHIN T13N, R3W, SEC 07 & 08 SEWARD MERIDIAN		* AMENDING TO INCLUDE AAR ANCHORAGE TERMINAL RESERVE LOTS 104A, 105A + 107A	
Zoning: F-1/E-2	Acreage: 6.8	Grid #: SW 1131	Underlying plat #: 96-151

SITE PLAN APPROVAL REQUESTED	
Use: Lot 4 - TRANSFER RECYCLE STATION LOTS 104A/105A/107A - RECYCLE DROP OFF.	
<input type="checkbox"/> New SPR	<input checked="" type="checkbox"/> Amendment to approved site plan Original Case #: 2016-0136

I hereby certify that (I am)(I have been authorized to act for) owner of the property described above and that I petition for an administrative site plan review in conformance with Title 21 of the Anchorage Municipal Code of Ordinances. I understand that payment of the application fee is nonrefundable and is to cover the costs associated with processing this application, and that it does not assure approval of the site plan.

Signature	<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Representative (Representatives must provide written proof of authorization)	Date
Ron Thompson		8/30/18
Print Name		

Accepted by: Shaun Odell	Poster & Affidavit:	Fee: 51080.00	Case Number: 2018-0104
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COMPREHENSIVE PLAN INFORMATION			
Anchorage 2020 Urban/Rural Services: <input type="checkbox"/> Urban <input type="checkbox"/> Rural			
Anchorage 2020 Major Elements – site is within or abuts:			
<input type="checkbox"/> Major employment center	<input type="checkbox"/> Redevelopment/mixed use area	<input type="checkbox"/> Town center	
<input type="checkbox"/> Neighborhood commercial center	<input type="checkbox"/> Industrial center		
<input type="checkbox"/> Transit - supportive development corridor		<input type="checkbox"/> District/area plan area: _____	
Chugiak-Eagle River Land Use Classification:			
<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial	<input type="checkbox"/> Parks/open space	<input type="checkbox"/> Public lands/institutions <input type="checkbox"/> Town center
<input type="checkbox"/> Transportation/community facility	<input type="checkbox"/> Alpine/slope affected	<input type="checkbox"/> Special study area	<input type="checkbox"/> Development reserve
<input type="checkbox"/> Residential at _____ dwelling units per acre		<input type="checkbox"/> Environmentally sensitive area	
Girdwood- Turnagain Arm Land Use Classification			
<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial	<input type="checkbox"/> Parks/open space	<input type="checkbox"/> Public lands/institutions <input type="checkbox"/> Resort
<input type="checkbox"/> Transportation/community facility	<input type="checkbox"/> Alpine/slope affected	<input type="checkbox"/> Special study area	<input type="checkbox"/> Reserve
<input type="checkbox"/> Residential at _____ dwelling units per acre		<input type="checkbox"/> Mixed use	<input type="checkbox"/> Rural homestead

ENVIRONMENTAL INFORMATION (All or portion of site affected)				
Wetland Classification:	<input type="checkbox"/> None	<input type="checkbox"/> "C"	<input type="checkbox"/> "B"	<input type="checkbox"/> "A"
Avalanche Zone:	<input type="checkbox"/> None	<input type="checkbox"/> Blue Zone	<input type="checkbox"/> Red Zone	
Floodplain:	<input type="checkbox"/> None	<input type="checkbox"/> 100 year	<input type="checkbox"/> 500 year	
Seismic Zone (Harding/Lawson):	<input type="checkbox"/> "1"	<input type="checkbox"/> "2"	<input type="checkbox"/> "3"	<input type="checkbox"/> "4" <input type="checkbox"/> "5"

RECENT REGULATORY INFORMATION (Events that have occurred in last 5 years for all or portion of site)	
<input type="checkbox"/> Rezoning - Case Number:	
<input type="checkbox"/> Preliminary Plat <input type="checkbox"/> Final Plat - Case Number(s):	
<input type="checkbox"/> Conditional Use - Case Number(s):	
<input type="checkbox"/> Zoning variance - Case Number(s):	
<input type="checkbox"/> Land Use Enforcement Action for	
<input type="checkbox"/> Building or Land Use Permit for	
<input type="checkbox"/> Wetland permit: <input type="checkbox"/> Army Corp of Engineers <input type="checkbox"/> Municipality of Anchorage	

SUBMITTAL REQUIREMENTS																						
1 copy required:	<input checked="" type="checkbox"/> Signed application (original) <input checked="" type="checkbox"/> Watershed sign off form, completed <input checked="" type="checkbox"/> 8 1/2" by 11" copy of site plan/building plans submittal																					
26 copies required:	<input type="checkbox"/> Signed application (copies) <input checked="" type="checkbox"/> Project narrative explaining: <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> the project</li> <li><input checked="" type="checkbox"/> planning objectives</li> <li><input checked="" type="checkbox"/> addressing the site plan review criteria on page 3 of this application</li> </ul> <input checked="" type="checkbox"/> Site plan to scale depicting, with dimensions: <table border="0" style="width: 100%;"> <tr> <td><input type="checkbox"/> building footprints</td> <td><input type="checkbox"/> parking areas</td> <td><input type="checkbox"/> vehicle circulation and driveways</td> </tr> <tr> <td><input type="checkbox"/> pedestrian facilities</td> <td><input type="checkbox"/> lighting</td> <td><input type="checkbox"/> grading</td> </tr> <tr> <td><input type="checkbox"/> landscaping</td> <td><input type="checkbox"/> loading facilities</td> <td><input type="checkbox"/> freestanding sign location(s)</td> </tr> <tr> <td><input type="checkbox"/> required open space</td> <td><input type="checkbox"/> drainage</td> <td><input type="checkbox"/> snow storage area or alternative strategy</td> </tr> <tr> <td><input type="checkbox"/> trash receptacle location and screening detail</td> <td><input type="checkbox"/> fences</td> <td></td> </tr> <tr> <td><input type="checkbox"/> significant natural features</td> <td><input type="checkbox"/> easements</td> <td><input type="checkbox"/> project location</td> </tr> </table> <input type="checkbox"/> Building plans to scale depicting, with dimensions: <table border="0" style="width: 100%;"> <tr> <td><input type="checkbox"/> building elevations</td> <td><input type="checkbox"/> floor plans</td> <td><input type="checkbox"/> exterior colors and textures</td> </tr> </table> <input type="checkbox"/> Assembly Ordinance enacting zoning special limitations, if applicable (Additional information may be required.)	<input type="checkbox"/> building footprints	<input type="checkbox"/> parking areas	<input type="checkbox"/> vehicle circulation and driveways	<input type="checkbox"/> pedestrian facilities	<input type="checkbox"/> lighting	<input type="checkbox"/> grading	<input type="checkbox"/> landscaping	<input type="checkbox"/> loading facilities	<input type="checkbox"/> freestanding sign location(s)	<input type="checkbox"/> required open space	<input type="checkbox"/> drainage	<input type="checkbox"/> snow storage area or alternative strategy	<input type="checkbox"/> trash receptacle location and screening detail	<input type="checkbox"/> fences		<input type="checkbox"/> significant natural features	<input type="checkbox"/> easements	<input type="checkbox"/> project location	<input type="checkbox"/> building elevations	<input type="checkbox"/> floor plans	<input type="checkbox"/> exterior colors and textures
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### **SITE PLAN REVIEW STANDARDS (21.03.180)**

The Planning Director may only approve a site plan if the director finds that **all** of the following standards are satisfied. Each standard must have a response in as much detail as it takes to explain how your project satisfies the standard. The burden of proof rests with you.

1. The site plan is consistent with any previously approved subdivision plat, planned development master plan, or any other precedent plan or land use approval;
2. The site plan complies with all applicable development and design standards set forth in this title, including but not limited to the provisions in chapter 21.04, *Zoning Districts*, chapter 21.05, *Use Regulations*, chapter 21.06, *Dimensional Standards and Measurements*, and chapter 21.07, *Development and Design Standards*;
3. The site plan addresses any significant adverse impacts that can reasonably be anticipated to result from the use, by mitigating or offsetting those impacts to the maximum extent feasible; and
4. The development proposed in the site plan is consistent with the goals, objectives, and policies of the comprehensive plan.

**WMS WATERCOURSE MAPPING SUMMARY**

Per the requirements for watercourse verification outlined in Project Management and Engineering Operating Policy and Procedure #8 and Planning Department Operating Policy and Procedure #1 (effective June 18, 2007), MOA Watershed Management Services has inspected the following location for the presence or absence of stream channels or other watercourses, as defined in Anchorage Municipal Code (21.35).

- Project Case Number or Subdivision Name: 2016-0136 <sup>OLD SHIP CREEK</sup> <sub>POWER PLANT SITE</sub>
- Project Location, Tax ID, or Legal Description: 229 E WHITNEY RD.  
002-051-35 / 002-051-15 / 002-051-31 / 002-051-32
- Project Area (if different from the entire parcel or subdivision): 0.8 ACRES  
\* WMS Sign-off covers areas N. of E Whitney Rd only. -KBC

In accordance with the requirements and methods identified, WMS verifies that this parcel, project area, or application:

X <sup>KBC</sup> **DOES NOT** contain stream channels and/or drainageways, as identified in WMS field or archival mapping information.\*

\_\_\_\_\_ **DOES** contain stream channels and/or drainageways **AND** these are located and identified on submittal documents in general congruence with WMS field and archival mapping information.  
*New or additional mapping **IS NOT REQUIRED.**\**

\_\_\_\_\_ Contains stream channels and/or drainageways **BUT** one or more streams or other watercourses:  

- are **NOT** shown on submittal documents, or
- are **NOT** depicted adequately on submittal documents for verification, or
- are **NOT** located or identified on submittal documents in general congruence with WMS field and archival mapping information.

*New or additional mapping **IS REQUIRED** and must be re-submitted for further review and verification.\**

\_\_\_\_\_ Presence of stream channels and/or drainageways is unknown **AND** field verification is not possible at this time. WMS will verify as soon as conditions and prioritized resources allow.

\* Streams omitted in error by WMS or others remain subject to MOA Code and must be shown in new mapping upon identification of the error.

**ADDITIONAL INFORMATION:**

- Y  N WMS written drainage recommendations are available.  Preliminary  Final
- Y  N WMS written field inspection report or map is available.  Preliminary  Final
- Y  N Field flagging and/or map-grade GPS data is available.

Inspection Certified By:

Date: 8/30/18



Ship Creek Industrial  
Complex, LLC

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*"The Solutions Company"*

September 21, 2016

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

Re: Case: 2016-0136

Dear Planning Department;

Ship Creek Industrial Complex, LLC (SCIC) would like to designate/authorize Ron Thompson of Scope Permitting and Engineering as our Co-Representative for our Administrative Site Plan Review of our property at 229 East Whitney Rd. (Case 2016-0136

Please let me know if there is any further information required for this designation request. I can be contacted via email at [matt@cei-alaska.com](mailto:matt@cei-alaska.com), or by phone at (907) 230-8761.

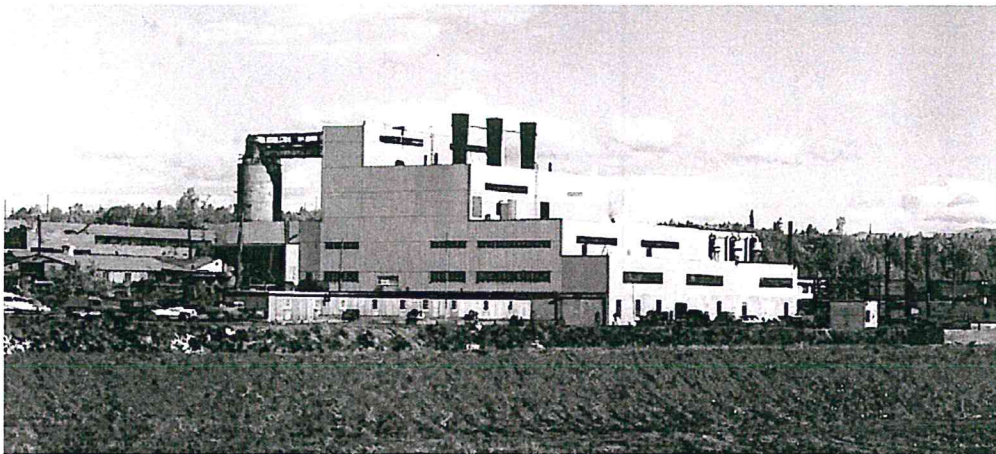
Thank you,

A handwritten signature in blue ink, appearing to read "Matt Coullahan", is written over a long horizontal line.

Matt Coullahan, P.E.

Project Narrative  
**Knik Arm Power Plant**  
Administrative Site Plan Review Case 2016-0136  
Recycling Transfer Facility on I-2 &  
Recycling drop-off on I-1  
*Updated August 2018*

<b>Physical Address</b>	229 East Whitney Road Anchorage, AK 99501
<b>Legal Address</b>	Ship Creek Crossing, Lot 4 <i>ARR Anchorage Terminal Reserve Lots 105A &amp; 107A</i>
<b>Zoning</b>	<i>I-1 (Lots 105A &amp; 107A)</i> & I-2 (Lot 4)
<b>Property Owner</b>	Alaska Railroad – with long term lease to Ship Creek Industrial Complex, LLC (SCIC) – SCIC owners Stuart Jacques & Shane Durand
<b>Building Owner</b>	Ship Creek Industrial Complex, LLC.
<b>Constructed</b>	1952 by Alaska Railroad & Chugach Electric as a 9.5 MW coal fired power plant, which also produced steam to heat the AKRR round house and shops.
<b>Plant expansion</b>	1955-7 addition of a coal-fired steam generation unit, boosting production to 14.5 MW
<b>Plant conversion</b>	1967 plant converted from coal to natural gas
<b>Decommissioned</b>	1985
<b>Post-power plant uses</b>	Office space, shop space, brewery, light industrial, storage yard
<b>Site Area</b>	<b>6.8</b> acres with a width greater than 150 feet
<b>Building Area</b>	Current ~67,000 s.f. (source: MOA appraisal)



## PROPOSED PROJECT

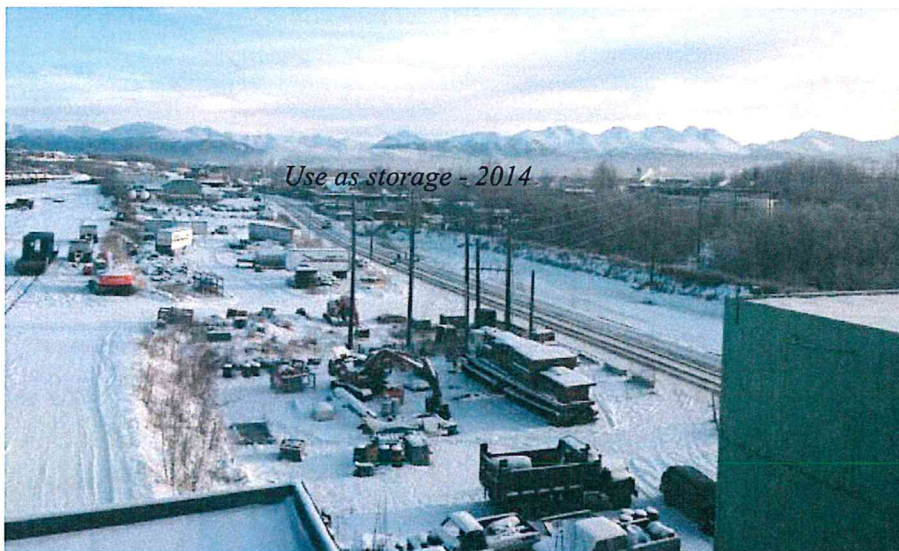
Ship Creek Industrial Complex, LLC (SCIC) is currently drafting plans for redevelopment of the Knik Arm Power Plant. One of SCIC's prospective tenants, Central Recycling Services, would like to establish a Recycling Transfer Facility on the east side of KAPP. At this site, CRS would accept recyclables (primarily metals and construction materials), and processes for sale and/or shipping.

*There has already been approval for the recycling transfer station use under Case No. 2016-0136 in the I-2 zoned lot. The applicant has since acquired the lease to ARR Terminal Reserve Lot 107A, and an easement access across Lot 105A to improve traffic access and flow. These 2 lots are zoned I-1. In addition to access, a recycling drop-off area is included on parcel 107A. Recycling drop-off is a permitted use in I-1. There will be no recycling transfer station operations in this amendment for the I-1 zoned lots.*

Following is a *revised* application with request for approval, through an administrative site plan review, to utilize the area east of the KAPP building for a recycling transfer station. This area is currently utilized for storage, a permitted use in *I-1 and I-2*. Additional approvals from the Municipality *are being* sought for the redevelopment of the building. It does not include the building. More information on the redevelopment of the Knik Arm Power Plant building can be found in the Planning Objectives section.

### KAPP East Yard - Existing Use

The yard to the East of KAPP is currently being used as a storage yard, and has been for at least the past two decades. This use meets the current Title 21 standards including allowance in I-2,



screening requirements (none), separation distances, minimum lot size and width, height of stored materials, and setbacks. The current drainage is protective of domestic water supplies, and does not have excessive run-off from the property.

### **KAPP East Yard - Proposed Use**

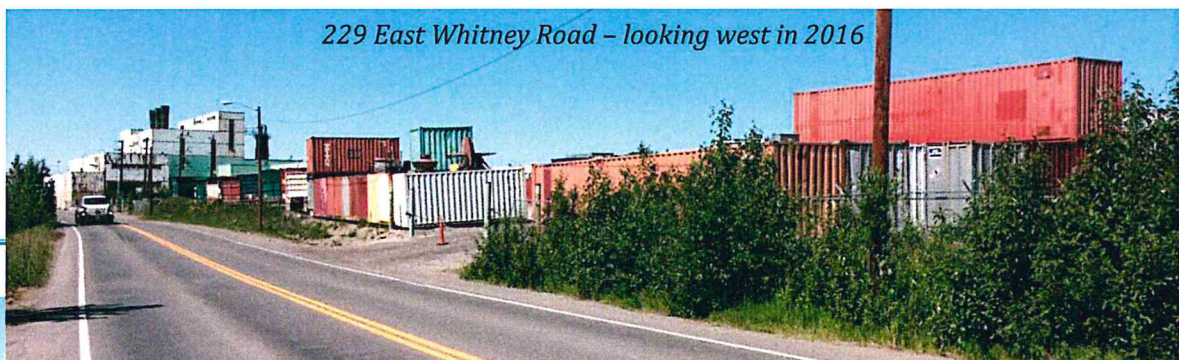
The request of this application is for the proposed use of the Knik Arm Power Plant east yard as a Recycling Transfer Facility. This use requires an administrative site plan review. The definition in Title 21.05.060.E.9 for a Solid Waste and/or Recycling Transfer Facility is “An establishment for the processing, transfer, and/or disposal of hazardous or non-hazardous solid waste and/or materials for recycling.” Several of these standards are the same as for the existing use as a storage yard, which are being met, and will continue to be met with the new use. These include:

- Greater than 500 feet from “any academic school, hospital or residential zoning district.”
- Lot size is 6.8 acres, which is greater than the 2 acre minimum.
- Lot width varies, but at all points is greater than 150 foot minimum.
- Outdoor storage shall not exceed 35 feet in height.
- No operations shall occur within the 10’ front setback, and there is no side setback requirement.

Additional requirements for a Recycling Transfer Facility include:

- *Eight foot high sight obscuring feature along E. Whitney Road. The main yard has obtained approval in the original submittal for a block retaining wall and alternative site obscuring feature of shipping containers. An 8’ high sight obscuring fence will be installed along the fronting portion of Lot 107A.* The yard is bound by a building on the west, and an active rail yard on the north.

An active rail line used by KAPP is located on the northern side of the property, and an active railroad yard is immediately to the north. As access to the rail yard is restricted, access to the recycling transfer station is therefore restricted. A fence along the north would impede the rail use on the property. A letter of non-objection from the Alaska Railroad Corporation follows. *This exception has been approved by the Muni.*



229 East Whitney Road - looking west in 2016



## PLANNING OBJECTIVES - Ship Creek and KAPP Development

Many have visions for developing the Ship Creek area into a vibrant area as Anchorage's waterfront. The Municipality of Anchorage collaborated with the Anchorage Economic Development Corporation to complete a Ship Creek Framework Plan (PZC Case No. 2014-033). Although the Knik Arm Power Plant (KAAP) falls outside of the Ship Creek Planned Community Zoning District, it is mentioned in the plan, and is a significant feature in the neighborhood.

Our vision for the revitalization of the Knik Arm Power Plant includes redevelopment of the building to include offices, training/conference space, warehouse and industrial uses, all of which are compatible with Anchorage 2020 – Anchorage Bowl Comprehensive Plan, Ship Creek Framework Plan, and Government Hill Neighborhood Plan. The revitalization of this property is in-line with the larger planning goals for the Ship Creek area, as well as keeping industrially zoned land for industrial uses. The inclusion of the recycling yard in the Knik Arm Power Plant revitalization is an important business component to the owners, Ship Creek Industrial Complex, LLC.

The east side of the building has been used for storage (a permitted use in I-2), and the transition to a recycling yard will not significantly change the outward appearance of the area, aside from the addition of an 8 foot high site obscuring *features*. With a limited inventory of industrially zoned parcels in the municipality, the use of the KAPP yard for an industrial purpose maintains the intent of the zoning, and is consistent with area uses.



# SITE PLAN REVIEW CRITERIA

## 1 - Consistent with previous approvals

The use as a Recycling Transfer Facility is consistent with the activities on this portion of the KAPP property. This portion of the lot has been used as a Storage Yard for at least the last 2 decades. There have been several concepts for this property since its function as a power plant ceased in 1985, but none of them proved feasible. The use of the eastern portion of the lot as a Recycling Transfer Station is compatible with mixed use for the lot. The other concepts being developed for the parcel include office space, industrial use and warehouse use.

## 2 - Standards

The site plan complies with applicable development and design standards as described below with the exception that the fencing requirements in iii. are met by restricting access on the west side by the building, and an active rail yard to the north. A Recycling Transfer Station is only allowed in industrial zoning with Administrative Site Plan Review,

### 21.05.060.E.9 Use Regulations for Solid Waste and/or Transfer Facility

- a. Definition An establishment for the processing, transfer, and/or disposal of hazardous or non-hazardous solid waste and/or materials for recycling.
- b. Use-Specific Standards
  - i. A solid waste transfer facility (structures, operations, outdoor storage) shall not be located within 500 feet of any academic school, hospital, or residential zoning district.
  - ii. Notwithstanding the general dimensional standards set forth in chapter 21.06, the minimum lot size for a solid waste and/or recycling transfer facility shall be two acres and the minimum lot width shall be 150 feet, unless otherwise established by the decision-making body.
  - iii. Outdoor storage shall not exceed 35 feet in height. No outdoor storage, operations, or donations shall occur within the required front or side setback as set forth in chapter 21.06.
  - iv. In addition to any landscaping required under section 21.07.080, Landscaping, Screening, and Fences, the facility shall be surrounded by a fence that is at least eight feet high, except that public drop-off areas need not be fenced unless they are adjacent to a residential district. Such fencing that is adjacent to a residential district shall be screening fencing; such fencing that is adjacent to other non-industrial districts or to streets shall be sight-obscuring fencing.



21.06 Dimensional Standards I-2

Use	<i>All uses</i>	Min. Area (sq ft)	<i>6,000</i>
Min. Width (ft)	<i>50</i>	Max. lot coverage (%)	<i>N/A</i>
Min. setback – Front (ft)	<i>10</i>	Maximum height (ft)	<i>none</i>
Min. setback – Side/Rear	<i>40' if adjacent to a residential district; otherwise 0 or at least 5'</i>		

21.07 Development and Design Standards

There are several areas of the Development and Design Standards which apply to this project, and several that do not apply to this I-2 property.

The standards that do apply to this property include:

*21.07.040 Drainage, Storm Water Treatment, Erosion Control, and Prohibited Discharge*  
***Previously approved. The additional lots drain towards the easternmost storm drain inlet.***

*21.07.080 Landscaping, Screening, and Fences*

The proposed fencing for the Recycling Transfer Station shall be height feet high (minimum height as per 21.05.060, and maximum height as per 21.007.080). The finished appearance shall be outward, and prohibited materials will not be used in construction, unless approval from the director is received to utilized recycled or reprocessed building materials as per this section. ***The municipality has granted approval for a block retaining wall with containers as the site obscuring & access control along Whitney Road. Additionally the municipality has accepted the active rail yard along the north as not needing fencing.***

*21.07.090 Off-Street Parking and Loading*

***This is being addressed in the building permit.***

*21.07.007 Exterior Lighting*

Nonresidential Uses and Districts All parking facilities in nonresidential zoning districts and parking facilities which serve nonresidential uses shall have lighting which meets the level of illumination, uniformity ratios, and minimum lumen intensities specified in the illumination guidelines set by the Illuminating Engineering Society of North America. The lighting system shall be designed to prevent glare to motorists on public streets and light trespass onto adjoining property.

***Lighting design was approved under the original request, and the additional lots have existing lighting.***



### 3 - Adverse Impacts

The change of use from a Storage Yard to Recycling Transfer Facility will have no significant adverse impacts. The appearance of the site will improve with 8' high sight obscuring *features* along East Whitney Road, additional activity on the lot will have minimal impact due to its siting in an industrial zone immediately adjacent to an active rail yard. Any increase in traffic will not be noticeable along E. Whitney Road which is heavily used for trucking from the Port.

### 4 - Consistent with Comprehensive Plan

The proposed use is consistent with the goals, objectives and policies of Anchorage 2020, the Ship Creek Framework Plan and the Government Hill Neighborhood Plan.

#### Anchorage 2020 – Anchorage Bowl Comprehensive Plan

Policy 26 – Key Industrial lands, such as the Industrial Reserves designated on the Land Use Policy Map, shall be preserved for industrial purposes.

A recycling transfer facility can only be located on I-1 or I-2 land, and is thus exclusively an industrial use. This is also consistent with the Government Hill Neighborhood Plan (referenced below).

Policy 53 – Design, construct, and maintain roads to retain or enhance scenic views and improve the general appearance of the road corridor.

The installation of an 8 foot high sight obscuring fence will provide a consistent appearance along the frontage of this industrial lot currently utilized for storage.

Policy 83 – The Municipality shall support and encourage recycling and resource recovery.

Development of a recycling transfer facility near the Port will allow for greater recycling capacity within Anchorage as well as state-wide. This policy references the Anchorage Waste Reduction and Recycling Plan which has more details on recycling.

#### Ship Creek Framework Plan

Phase 1-A of this plan calls for the rehabilitation of the Knik Arm Power Plant (p. 58).

This plan references Anchorage 2020 Policy 10 for mixed use development, stating “The framework plan encourages mixed use development in the Ship Creek area, complementing that proposed for the Anchorage Central Business District.”

#### Government Hill Neighborhood Plan

The area around the Knik Arm Power Plant is designated “Industrial Mixed Use Character Area”, and one of the listed Goals and Objectives is to “Rehabilitate the historic power plant”. The potential for additional jobs in the neighborhood is also a desired goal in the GHNP.



cc

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2018-010624-0

Recording District 301 Anchorage  
03/27/2018 09:09 AM Page 1 of 16



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(Space Above For Recorder's Use)

ANCHORAGE RECORDING DISTRICT

After Recording Return To:  
Sarah C. Gillstrom  
Perkins Coie, LLP  
1029 W. Third Avenue, Suite 300  
Anchorage, Alaska 99501

**JOINT ACCESS AGREEMENT**

This Joint Access Agreement ("Agreement") is entered into as of 3/26/18, 2018 ("Effective Date") by and between Ship Creek Industrial Complex, LLC, an Alaska limited liability company with its primary address at 311 N. Sitka Street, Anchorage, Alaska, 99501 ("Ship Creek Industrial") and Suburban Propane, L.P., a Delaware limited partnership with its primary address at 240 Route 10 W, Whippany, New Jersey, 07981 ("Suburban Propane") (Ship Creek Industrial and Suburban Propane are sometimes individually referred to herein as a "Party" and collectively as, the "Parties").

**RECITALS**

- A. Ship Creek Industrial leases certain property from Alaska Railroad Corporation pursuant to a lease executed on January 9, 2015 and occupies certain property owned by Alaska Railroad Corporation. These properties are particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Ship Creek Industrial Properties").
- B. Suburban Propane leases certain property from Alaska Railroad Corporation pursuant to a Special Land use Permit executed on June 3, 2009 for property particularly described on Exhibit B attached hereto and incorporated herein by this reference (the "Suburban Propane Property").
- C. Ship Creek Industrial and Suburban Propane seek to provide ingress and egress to each Party's respective property from the public-right-of-way along Whitney Road, as shown on the site map attached hereto as Exhibit C, incorporated herein by this reference, and described with particularity below.

## AGREEMENT

NOW, THEREFORE, in consideration of the rights granted herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Ship Creek Industrial and Suburban Propane agree as follows:

### 1. Grant of Access Easement.

1.1 Ship Creek Industrial hereby grants to Suburban Propane a non-exclusive easement (the "Suburban Propane Limited Access Easement") to enter and use the gated access from Whitney Road (the "Suburban Propane Easement Area"), for purposes of ingress and egress to and from the Suburban Propane Property. The right to enjoy such easement shall extend to the owners of the Suburban Propane Property and their respective employees, agents, licensees, and invitees (the "Suburban Propane Permitted Users").

1.2 The Suburban Propane Limited Access Easement granted herein is hereby limited as follows: Suburban Propane Permitted Users are permitted vehicular and pedestrian ingress and egress only, and only between the Suburban Propane Property, Alaska Railroad tracks, and Whitney Road. Suburban Propane Permitted Users shall not park any vehicle, or allow any object, personal property, or any other structure or thing to obstruct the Suburban Propane Easement Area, or use the Suburban Propane Easement Area in any manner that blocks or obstructs vehicular access over and across the Suburban Propane Easement Area.

1.3 Suburban Propane hereby grants to Ship Creek Industrial a non-exclusive easement (the "Ship Creek Industrial Limited Access Easement") to enter, make improvements upon, and use Suburban Propane Easement Area (the "Ship Creek Industrial Easement Area"), for purposes of ingress and egress to and from the Ship Creek Industrial Property as shown on the site map attached hereto as Exhibit C, incorporated herein by this reference, and described with particularity below. The right to enjoy such easement shall extend to the owners of the Ship Creek Industrial Property and their respective employees, agents, licensees, and invitees (the "Ship Creek Industrial Permitted Users").

1.4 Suburban Propane acknowledges that the Ship Creek Industrial Easement Area may be improved or altered by Ship Creek Industrial, which improvements or alterations may include, but are not limited to, grading, paving, and installation of fencing and that Ship Creek Industrial shall have such a right to alter the Ship Creek Industrial Easement Area. Ship Creek Industrial shall bear the entire cost of constructing any improvements or alterations to the Ship Creek Industrial Easement Area. This Agreement shall in no manner prohibit Ship Creek Industrial or limit their power to perform work upon the Suburban Propane Easement Area, or make all necessary repairs, maintenance, or improvements thereto, or from using any of the Suburban Propane Easement Area, or any part thereof, as Ship Creek Industrial may deem fit from time to time, provided that Ship Creek Industrial shall not undertake any work that interferes with Suburban Propane's permitted use.

1.5 The Parties accept each Party's respective Easement Area in its current "as is" condition without any warranty, express or implied, by the other Party.



1.6 The Parties shall conduct all allowed activities within each Party's respective Easement Area in a manner such that the Easement Area remains in a good, safe condition.

1.7 Each Party reserves all rights to its property, including, without limitation, the right to grant additional subleases, easements, licenses, and permits to others, provided that neither Party shall grant any sublease, license, easement, or permit that would unreasonably interfere with the other Party's permitted use under this Agreement.

## **2. Term and Additional Approvals.**

2.1 This Agreement is for a term beginning on the Effective Date (as defined above) and continuing for the term of each parties subject leases identified in Exhibit A and Exhibit B. and shall terminate upon expiration (unless renewed) of a Party's lease identified in Exhibit A and B. A party shall give written notice to the other party at least three (3) months prior to the expiration of any lease referenced in this Agreement.

2.2 Promptly upon termination, such termination shall be duly recorded in the Alaska Department of Natural Resources, Recorder's Office. Upon termination, all interests granted hereunder shall terminate. Ship Creek Industrial shall be allowed to remove any property, including any improvements or alterations of the Ship Creek Industrial Easement Area within 120 days of notice of termination. Any property, including any improvements or alterations to the Ship Creek Industrial Easement Area, that has not been removed shall be deemed to automatically revert to Suburban Propane, along with title to any improvements placed upon the Ship Creek Industrial Easement Area at no cost to Suburban Propane.

2.3 The Parties understand that no additional approvals are required by third parties to enter into this Agreement. Should additional approvals by third parties be required and withheld, the Parties agree that this Agreement will automatically terminate.

## **3. Maintenance.**

3.1 Subject to the following, Ship Creek Industrial shall be solely responsible for the maintenance and repair of the Suburban Propane Easement Area. Notwithstanding anything to the contrary, to the extent any remediation, repair, or replacement of any portion of the Suburban Propane Easement Area results, in whole or in part, is caused by the Improper Use (as defined below), negligence, or willful misconduct of a Suburban Propane Permitted User, Suburban Propane shall be responsible for the costs and expense of such remediation, repair, or replacement.

3.2 Subject to the following, Suburban Propane shall be solely responsible for the maintenance and repair of the Ship Creek Industrial Easement Area. Notwithstanding anything to the contrary, to the extent any remediation, repair, or replacement of any portion of the Ship Creek Industrial Easement Area results, in whole or in part, is caused by the Improper Use (as defined below), negligence, or willful misconduct of a Ship Creek Industrial Permitted User,



Ship Creek Industrial shall be responsible for the costs and expense of such remediation, repair, or replacement.

3.3 Improper Use shall mean a use which results in a release of a Hazardous Material. Hazardous Material shall mean any material, waste, chemical, compound, substance, mixture, or byproduct that is identified, defined, designated, listed, restricted or otherwise regulated under any applicable federal, state, or local law as a "hazardous constituent," "hazardous substance," "hazardous waste constituent," "infectious waste," "medical waste," "biohazardous waste," "extremely hazardous waste," "pollutant," "toxic pollutant," or "contaminant," or any other formulation intended to classify substances by reason of properties that are deleterious to the environment, natural resources, wildlife or human health or safety. Hazardous Materials include without limitation any form of petroleum products or any fraction thereof.

3.4 If either Party is required to pay the other for any repair or replacement pursuant to this Section 3, it shall pay the amount owing within thirty (30) days of receipt of an invoice setting forth the reasonable costs and expense of such repair or replacement. Any amount that is not timely paid shall accrue interest at the lesser rate of (a) twelve percent (12%) per annum or (b) the maximum rate allowed under applicable law.

**4. Obstruction.** Unless allowed pursuant to Section 1.4, each Party shall not install, construct, or otherwise create any permanent or temporary obstruction of the other Party's Easement Area. Notwithstanding anything herein to the contrary, either Party may temporary block or impede access to those portions of the other Party's Easement Area for the sole purpose of performing any necessary maintenance or repairs thereto, provided that the Party undertaking such maintenance and repairs (i) provides the other Party with at least twenty-four (24) hours prior written notice, except in the event of an emergency, and (ii) commences and, thereafter, diligently pursues to a timely completion, all such maintenance and repairs.

**5. Indemnity.** Each Party shall defend (with counsel reasonably acceptable to the Indemnified Party), indemnify and hold the other Party, its directors, officers, members, employees, and agents and their successors and assigns (collectively, the "Indemnified Parties") harmless for, from, and against any claim, loss, or liability (including attorneys' fees whether incurred at trial, on appeal, or in any arbitration or bankruptcy proceeding) to the extent arising out of or resulting from (i) any Party's Permitted User's use of that Party's Easement Area, or (ii) any Party's Permitted User's failure to comply with the terms, restrictions and provisions of this Agreement, except to the extent such claim, loss, or liability is solely caused by the gross negligence or willful misconduct of the Indemnified Parties or the Indemnified Parties' Permitted Users.

**6. Insurance.**

6.1 Each Party shall procure and maintain for the duration of the Agreement, commercial insurance that will cover claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted hereunder to that Party, its agents, representatives, or employees. Insurance required hereunder shall be with companies duly licensed to transact business in the State of Alaska, and



maintaining during the policy term a General Policyholders Rating of 'A-' or better and a financial rating of 'VII' or better, as set forth in the most current issue of "Best's Insurance Guide." No policy of insurance required under this Agreement shall be cancelable or subject to non-renewal or modification except after thirty (30) days prior written notice to the other Party. The Party obtaining the insurance, prior to the expiration of such policies, shall furnish the other Party with evidence of renewals. Without affecting any other rights or remedies, each Party (for itself and on behalf of anyone claiming through or under it by way of subrogation or otherwise) hereby waives any rights it may have against the other Party, its officers, agents and employees (whether in contract or in tort) on account of any loss or damage occasioned to that Party arising out of or incident to the perils required to be insured against under this Agreement. Accordingly, the Party obtaining the insurance shall cause each insurance policy required by this Section to further contain a waiver of subrogation clause in favor of the other Party. The effect of such release and waiver of the right to recover damages shall not be limited by the amount of insurance carried or required or by any deductibles applicable thereto.

Upon execution of this Agreement by both Parties, each Party shall provide an insurance certificate, together with an endorsement naming the other Party, its officers, elected officials, agents, and employees as additional insureds under the specified commercial general liability insurance required by this Section. Such insurance certificate shall evidence the following minimum coverages:

- A. Workers' Compensation Insurance: The Party obtaining the insurance shall provide and maintain, for all employees of that Party, workers' compensation insurance and employer's liability insurance in accordance with the laws of the State of Alaska. This coverage shall include statutory coverage for states in which employees are engaging in work and employer's liability protection. Where applicable, coverage for all federal acts (e.g., USL&H, Jones and Harbor Acts) shall also be included.
- B. Comprehensive (Commercial) General Liability Insurance: With coverage limits not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence and not less than Four Million Dollars (\$4,000,000.00) annual aggregate where generally applicable, including premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual, and personal injury endorsements.
- C. Comprehensive Automobile Liability Insurance: Covering all owned, hired, and non-owned vehicles with statutory coverage limits not less than a combined single limit of One Million Dollars (\$1,000,000) per accident on a combined limit basis for property damage and bodily injury.

6.2 If any insurance coverage is purchased on a "claims made" basis, then the insurer or its representative shall warrant continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of termination of this Agreement and/or conversion from a "claims made" form to an "occurrence" coverage form.



6.3 Any deductibles or insurance retentions shall be the sole responsibility of the Party responsible for procuring the required insurance.

6.4 For each line of insurance coverage for which a Party has requested to be an additional insured, the underlying policy shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability.

6.5 The limits of insurance required by this Agreement or as carried by a Party shall not limit the liability of a Party nor relieve a Party of any obligation hereunder.

6.6 The insurance provisions under Section 6 shall survive the termination of this Agreement.

**7. Injunctive Relief and Damages.** The remedies permitted or available pursuant to this Agreement, at law, or in equity, shall be cumulative. In the event of any breach or threatened breach of any provision of this Agreement, the non-breaching Party shall deliver written notice of such breach or threatened breach to the other Party. The breaching Party shall have five (5) days following its receipt of such notice to cure a monetary breach and ten (10) days to cure a non-monetary breach. If such default or threatened default is not cured within the applicable cure period, the non-breaching Party may prosecute such breach or threatened breach at law or in equity to enjoin the same and to recover damages, provided, however, that in no event shall any Party be entitled to recover from the other any punitive, consequential, special, incidental, or indirect damages.

**8. Dispute Resolution.**

8.1 In the event of a dispute between Ship Creek Industrial and Suburban Propane arising by reason of this Agreement, or any obligation hereunder, the dispute shall first be referred to the representatives designated by Ship Creek Industrial and Suburban Propane to have oversight for the administration of this Agreement. Ship Creek Industrial and Suburban Propane shall meet within thirty (30) calendar days of either Party's request for said meeting, and the Parties shall make a good faith effort to attempt to achieve a resolution of the dispute.

8.2 If the Parties are unable to reach a resolution of the dispute, either Party may then pursue any available judicial remedy.

8.3 Subject to compliance with applicable state, federal and local requirements, Ship Creek Industrial shall be permitted to continuously operate on the Ship Creek Industrial Access Easement and Suburban Propane shall be permitted to continuously operate on the Suburban Propane Access Easement during the dispute resolution process.

**9. Miscellaneous.**

9.1 **Successors and Assigns.** The terms, conditions, and provisions of this



Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and assigns of the Parties hereto. Responsibilities and obligations under this Agreement shall not be assigned to any person or entity.

9.2 **Attorneys' Fees and Costs.** In the event a lawsuit or legal action is brought for the enforcement of or the declaration of rights pursuant to this Agreement or as the result of any alleged breach of any provision of this Agreement or the easements granted herein, the prevailing Party in such suit or action shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the non-prevailing Party, whether incurred at trial, on appeal, or in any arbitration or bankruptcy proceeding, and any judgment or decree rendered in such proceedings shall include an award thereof.

9.3 **Disclaimer of Agency.** This Agreement is not intended to create a joint venture, partnership, ownership or similar agency relationship between Ship Creek Industrial and Suburban Propane, and any such joint venture, partnership, ownership or agency relationship is specifically disclaimed.

9.4 **Governing Law.** This Agreement shall be governed by the laws of the State of Alaska, without giving effect to the principles of conflicts of law.

9.5 **Authority of Signatories.** The individuals executing this Agreement warrant and represent that they are duly authorized to execute and deliver this Agreement.

9.6 **Notices.** To ensure effective cooperation, Suburban Propane and Ship Creek Industrial shall each designate a representative responsible for communications between the Parties. Any notice, request, assignment, payment, consent, approval, demand or other communication required or permitted hereby shall be in writing and shall be deemed to have been given if delivered personally or sent by overnight delivery service as follows:

If to Ship Creek Industrial:  
Ship Creek Industrial Complex, LLC  
229 Whitney Road  
Anchorage, AK 99501

If to Suburban Propane:  
Suburban Propane, L.P.  
1200 E. Whitney Road  
Anchorage, AK 99501

All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Either Party shall have the right to designate by notice, in the manner above set forth, a different address to which notices are to be delivered or mailed.



9.7 **No Waiver.** No failure by any Party to enforce any covenant or restriction contained in this Agreement will be deemed a waiver of the right to enforce such covenant or restriction thereafter.

9.8 **Amendments.** No supplement or amendment, modification or waiver or termination of this Agreement shall be binding unless executed in a writing of equal formality by the Parties hereto.

9.9 **No Third Party Beneficiaries.** This Agreement does not create and shall not be construed as in any way establishing a partnership, joint venture, express or implied agency, or employer-employee relationship between the Parties.

9.10 **Recitals Included.** The recitals hereto are hereby included and made a part hereof by this reference.

9.11 **Titles.** Titles of sections and paragraphs are for convenience only and neither limit nor amplify the provisions of this Agreement.

9.12 **Exhibits.** All of the exhibits referenced herein and attached hereto are, by this reference, made part hereof.

9.13 **Interpretation.** Wherever the singular number or the masculine or neuter gender is used in this Agreement it shall be construed as being the plural or feminine or body corporate and vice versa and wherever the plural is used in this Agreement it shall be construed as being the singular, and vice versa, where the context or the Parties hereto so require.

9.14 **Severability of Provisions.** If any provision or provisions herein contained shall be found by any court of competent jurisdiction to be illegal, invalid or otherwise unenforceable or void then, unless such provision has an express beneficial impact on either Party, such provision or provisions shall be deleted herefrom and this Agreement shall thereafter be construed as though such provision or provisions were never herein contained. If such provision has a beneficial impact on either Ship Creek Industrial or Suburban Propane, then the Parties shall be required to substitute a legal, valid, enforceable provision that preserves the beneficial impact upon Ship Creek Industrial or Suburban Propane, as applicable, and keeps this Agreement otherwise intact.

9.15 **Entire Agreement.** The Parties acknowledge that this Agreement sets forth the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement and that no oral or other agreements, understandings, representations, or warranties, other than those set forth in this Agreement, exist with respect to the subject matter of this Agreement.

9.16 **Counterparts.** This Agreement will be effective and binding only after execution and delivery by the Parties. This Agreement may be executed in any number of counterparts, each of which shall be entitled to be the original and all of which shall constitute one and the same agreement.



**Exhibits**

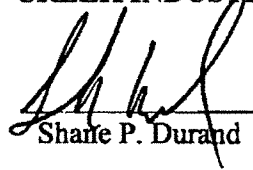
Exhibit A Ship Creek Industrial Properties Legal Description  
Exhibit B Suburban Propane Property Legal Description  
Exhibit C Site Map

*[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]*



IN WITNESS WHEREOF, this Agreement shall be effective as of the Effective Date set forth on the first page hereof.

**SHIP CREEK INDUSTRIAL COMPLEX, LLC**

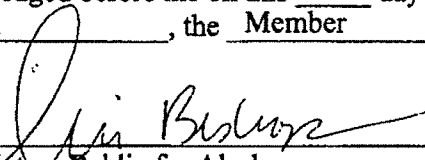
By:   
Shane P. Durand

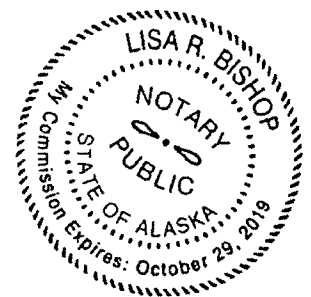
Its: Member

Dated: March 26, 2018

STATE OF ALASKA     )  
  ) ss.  
Third Judicial District     )

The foregoing instrument was acknowledged before me on this 26th day of March, 2018, by Shane P. Durand, the Member of Ship Creek Industrial Complex, LLC.

  
Notary Public for Alaska  
My Commission Expires: 10/29/2019



**SUBURBAN PROPANE, L.P.**

By: Paul Abel  
Paul Abel

Its: Senior Vice President, General Counsel  
& Secretary

Dated: 3/22/18

STATE OF NEW JERSEY)

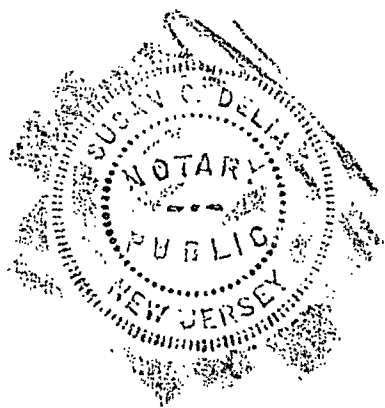
) ss.

COUNTY OF MORRIS )

The foregoing instrument was acknowledged before me on this 22 day of March, 2018, by Paul Abel, the Senior Vice President, General Counsel & Secretary of Suburban Propane, L.P.

Susan G Delia  
Notary Public for New Jersey  
My Commission Expires: \_\_\_\_\_

**Susan G Delia**  
**Notary Public**  
**State of New Jersey**  
**MY COMM. EXP. 3/11/19**



Page 11 of 16  
2018 - 010624 - 0

**EXHIBIT A**  
**(Ship Creek Industrial's Properties Legal Description)**

**Permit Lot "EJ Bartell"**

**Lot 107A of the ARRC Whitney Road Industrial Lease Lots located within the ARRC Anchorage Reserve containing approximately 27,002 square feet (.62 acres), as shown on the drawing attached hereto as Exhibit C.**

A lease parcel of land located within Lot 2, U.S. Survey 1170, officially filed December 13, 2010, Alaska Railroad Anchorage Terminal Reserve, Anchorage Recording District, Third Judicial District, State of Alaska, shown on the drawing attached hereto as Exhibit A, comprising 248,319 sq ft, more or less, 5.701 acres, and being more particularly described as follows:

Commencing at monument 960 of Plat 2009-55, thence running,

N 77° 21' 23" E 314.04 feet, to the True Point of Beginning; thence,

The following two course by Lot 3, Ship Creek Crossing Subdivision, Plat 96-151:

N 12° 38' 37" W 153.40 feet,

S 78° 34' 52" W 300.00 feet; thence,

The following six courses by the un-subdivided Anchorage Terminal Reserve:

N 11° 25' 08" W 37.05 feet,

N 78° 34' 52" E 299.21 feet,

N 77° 21' 23" E 752.07 feet,

N 83° 42' 23" E 375.58 feet,

N 06° 58' 05" W 1.58 feet,

N 77° 19' 30" E 142.31 feet; thence,

S 12° 26' 08" E 192.09 feet, by Lot 105A, ARRC File No. 3451, Sheet 8A; thence,

The following four courses by the northerly sideline of the East Whitney Road Right-of-Way:

S 82° 39' 00" W 162.63 feet,

S 82° 58' 23" W 175.73 feet,



Westerly along a curve to the left, 190.16 feet, having a radius of 1939.86', a delta angle of 05° 37' 00" and a chord bearing S 80° 09' 83" W 190.09 feet,

S 77° 21' 23" W 740.43 feet; to the True Point of Beginning.

The median of this description is based on monuments 230 and 960 of Plat 2009-55.

The Lease Parcel is a portion of the land described in U.S. Patent No. 50-2011-0122 to the Alaska Railroad Corporation and comprises Lot, 4 Ship Creek Crossing Subdivision, Plat 96-151; Lot 104A of a drawing entitled "The Alaska Railroad No. 3451, Sheet 8A, dated 10/59; and a 37 foot wide x 300' long storage area lying westerly of Lot 4 and adjacent to the north line of Lot 3, Ship Creek Crossing Subdivision.



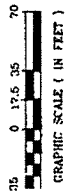
**EXHIBIT B**  
**(Suburban Propane Legal Description)**

**Lot 105-A of the Alaska Railroad Whitney Road Industrial Lease Lots located within the Southeast 1/4 corner of Section 7, Township 13 North, Range 3 West, Seward Meridian, Alaska, containing 21,633 square feet, more or less as shown on the drawing attached hereto as Exhibit C.**

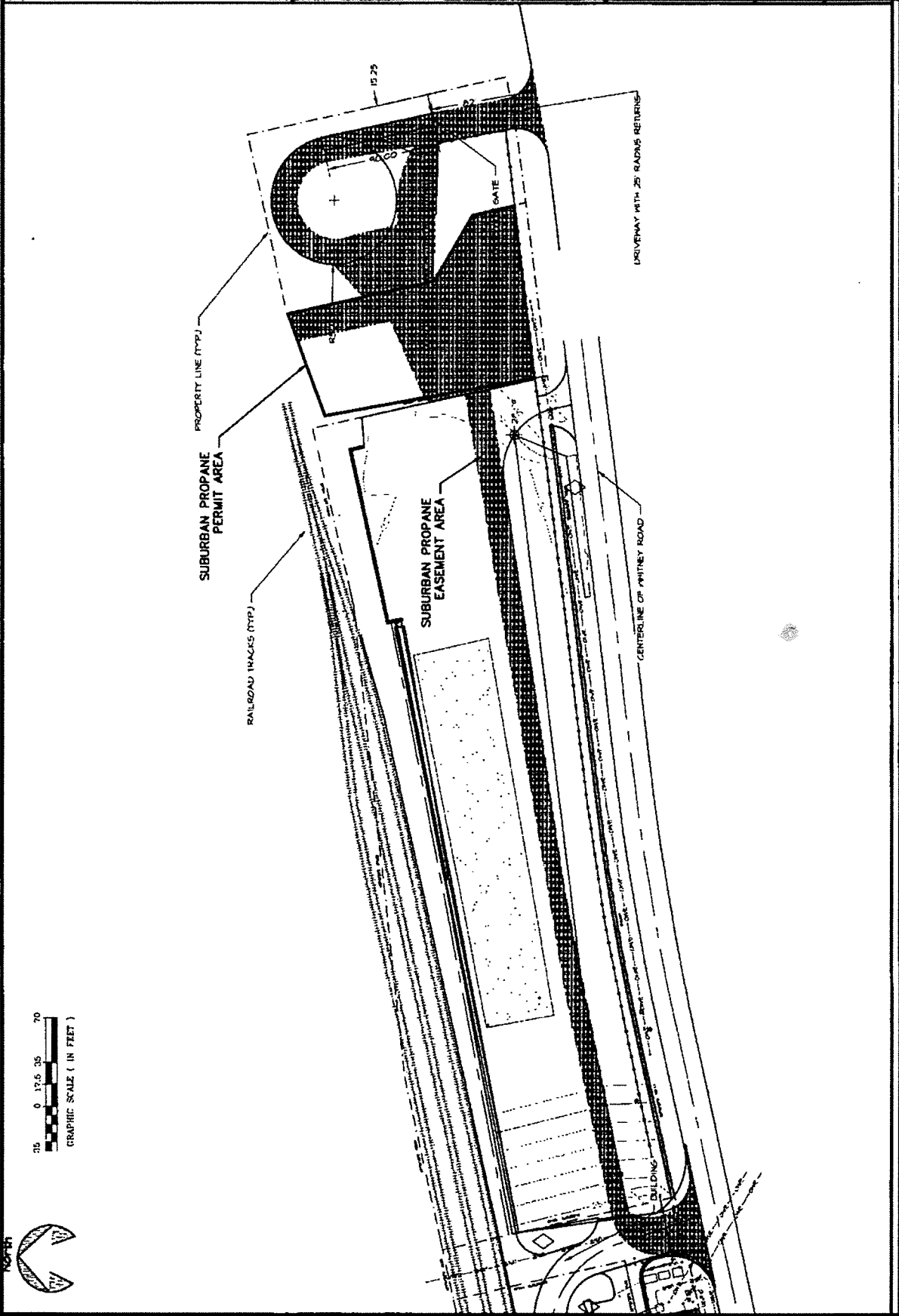


**EXHIBIT C**  
**(Site Map)**





GRAPHIC SCALE ( IN FEET )



SHIP CREEK INDUSTRIAL COMPLEX  
KNIK ARM POWER PLANT  
ANCHORAGE, AK

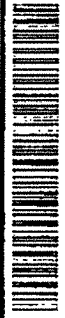
SUBURBAN PROPANE  
EASEMENT AREA

Plan Prepared by:  
ENVIRONMENTAL  
MANAGEMENT  
INCORPORATED  
200 E. Forward Lane  
Anchorage, AK 99503  
907.563.1235



PREPARED: LHM  
DRAWN: LHM  
REVIEWED: MC  
DATE: 3/2/18

PROJECT:  
C



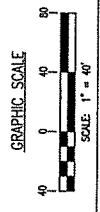
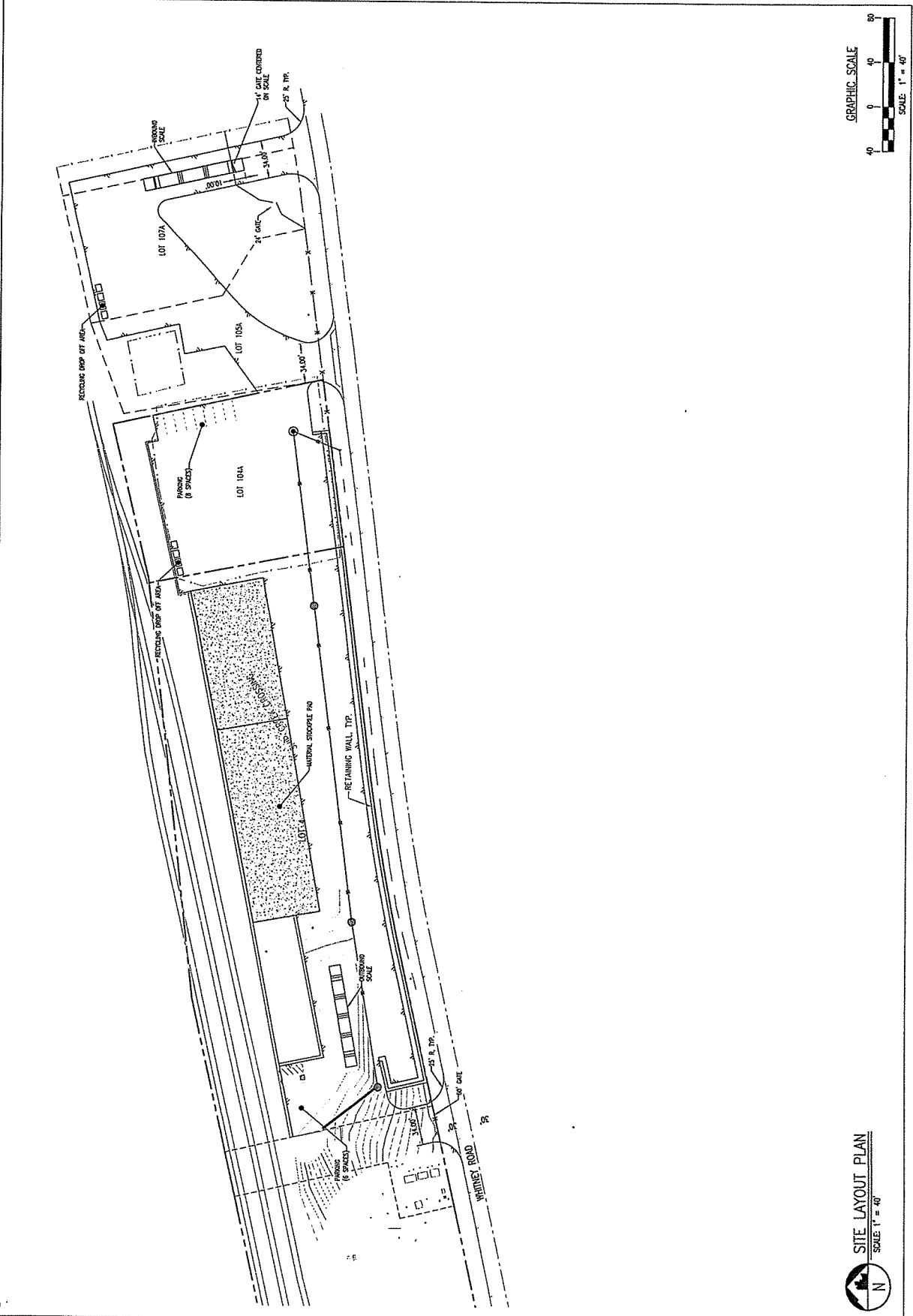


**CEI RECYCLING TRANSFER FACILITY**  
 229 E. WHITNEY ROAD  
 ANCHORAGE, ALASKA  
 LOT 4, SHIP CREEK CROSSING

REVISION	DATE	DESCRIPTION	BY

DATE	01.23.2018
PROJECT	25008
DRAWN	SW/131
SCALE	AS SHOWN
ENGINEER	MAR
DRAWN BY	MAR
CHECKED BY	MAR
DATE	01.23.2018

SHEET NUMBER  
**C3.0**  
 SITE LAYOUT PLAN



**SITE LAYOUT PLAN**  
 SCALE: 1" = 40'

Submitted by: Chair of the Assembly at  
the Request of the Mayor  
Prepared by: Department of Law  
For reading: July 11, 2006

CLERK'S OFFICE

APPROVED

Date: 7-11-06

ANCHORAGE, ALASKA  
AO 2006-46 (S)

1 AN ORDINANCE REPEALING ORDINANCE AO 93-183 (S-1) CONCERNING PC  
2 (PLANNED COMMUNITY ZONING) AND MASTER PLAN AND ADOPTING A NEW PC  
3 (PLANNED COMMUNITY) ZONING AND NEW SHIP CREEK MASTER PLAN FOR A  
4 PORTION OF A.R.R. RESERVATION LOCATED IN THE LOWER SHIP CREEK,  
5 APPROXIMATELY 102 +/- ACRES, FOR A.R.R. RESERVATION PROPERTY LOCATED  
6 AT THE LOWER WEST END OF SHIP CREEK; AND AMENDING THE ZONING MAP  
7 AND PROVIDING FOR THE REZONING OF A.R.R. ANCHORAGE TERMINAL  
8 RESERVE, LOT 103, WHITNEY ROAD INDUSTRIAL LEASE LOT CONSISTING OF  
9 20,815 SQUARE FEET FROM PC (PLANNED COMMUNITY) TO I-1 (LIGHT  
10 INDUSTRIAL); AND AMENDING THE ZONING MAP AND PROVIDING FOR THE  
11 REZONING OF SHIP CREEK CROSSING, LOT 3, CONSISTING OF 109, 932 SQUARE  
12 FEET FROM PC (PLANNED COMMUNITY) AND I-2 (HEAVY INDUSTRIAL) TO I-2  
13 (HEAVY INDUSTRIAL; AND AMENDING THE ZONING MAP AND PROVIDING FOR  
14 THE REZONING OF SHIP CREEK CROSSING, LOT 4, CONSISTING OF 209,068  
15 SQUARE FEET FROM PC (PLANNED COMMUNITY) AND I-2 (HEAVY INDUSTRIAL)  
16 TO I-2 (HEAVY INDUSTRIAL); GENERALLY LOCATED AT THE LOWER WEST END  
17 OF SHIP CREEK SOUTH OF THE RAILROAD MAINLINE TO SECOND AVENUE AND  
18 WEST GAMBELL STREET.

19  
20 (GOVERNMENT HILL, DOWNTOWN, FAIRVIEW)(PLANNING CASE 2005-080)

21  
22 THE ANCHORAGE ASSEMBLY ORDAINS:

23  
24 **Section 1.** Anchorage Ordinance 93-183 (S-1)(am) concerning portions of Sections 7 and  
25 18, T13N, R3W, S.M. Alaska, and Section 13, T13N, R4W, S.M. Alaska, generally located in  
26 the lower Ship Creek valley between the railroad yards and downtown Anchorage, containing  
27 127 acres more or less, is hereby repealed.

28  
29 **Section 2.** The zoning map shall be amended by designating the following described  
30 property as PC (Planned Community District):

31  
32 A portion of A.R.R. Reservation, located with the Seward Meridian, Township 13  
33 North, Range 3 West, and includes southern portions of Section 7, northeast quarter of  
34 Section 13, and northern portions of Section 18, by substituting a new PC (Planned  
35 Community zoning and master development plan, consisting of approximately 102 +/-  
36 acres, as shown on Exhibit A attached, and as described in Exhibit B, listing of legal  
37 description and parcel tax identification numbers.

1  
2 **Section 3.** The zoning map shall be amended by designating the following described  
3 property as I-1 (Light Industrial) District:  
4

5 A.R.R. Anchorage Terminal Reserve, Lot 103, Whitney Road Industrial Lease Lot  
6 (York Steel Lease) consisting of 20,815 square feet from PC (Planned Community) to I-  
7 1 (Light Industrial) District, as shown on Exhibit A attached (Planning and Zoning  
8 Commission Case 2005-080)  
9

10 **Section 4.** The zoning map shall be amended by designating the following described  
11 property as I-2 (Heavy Industrial) District:  
12

13 Ship Creek Crossing, Lot 3 (Wrightway Auto lease) consisting of 109,932 square feet  
14 as shown on exhibit A attached (Planning and Zoning commission Case 2005-080)  
15

16 **Section 5.** The zoning map shall be amended by designating the following described  
17 property as I-2 (Heavy Industrial) District:  
18

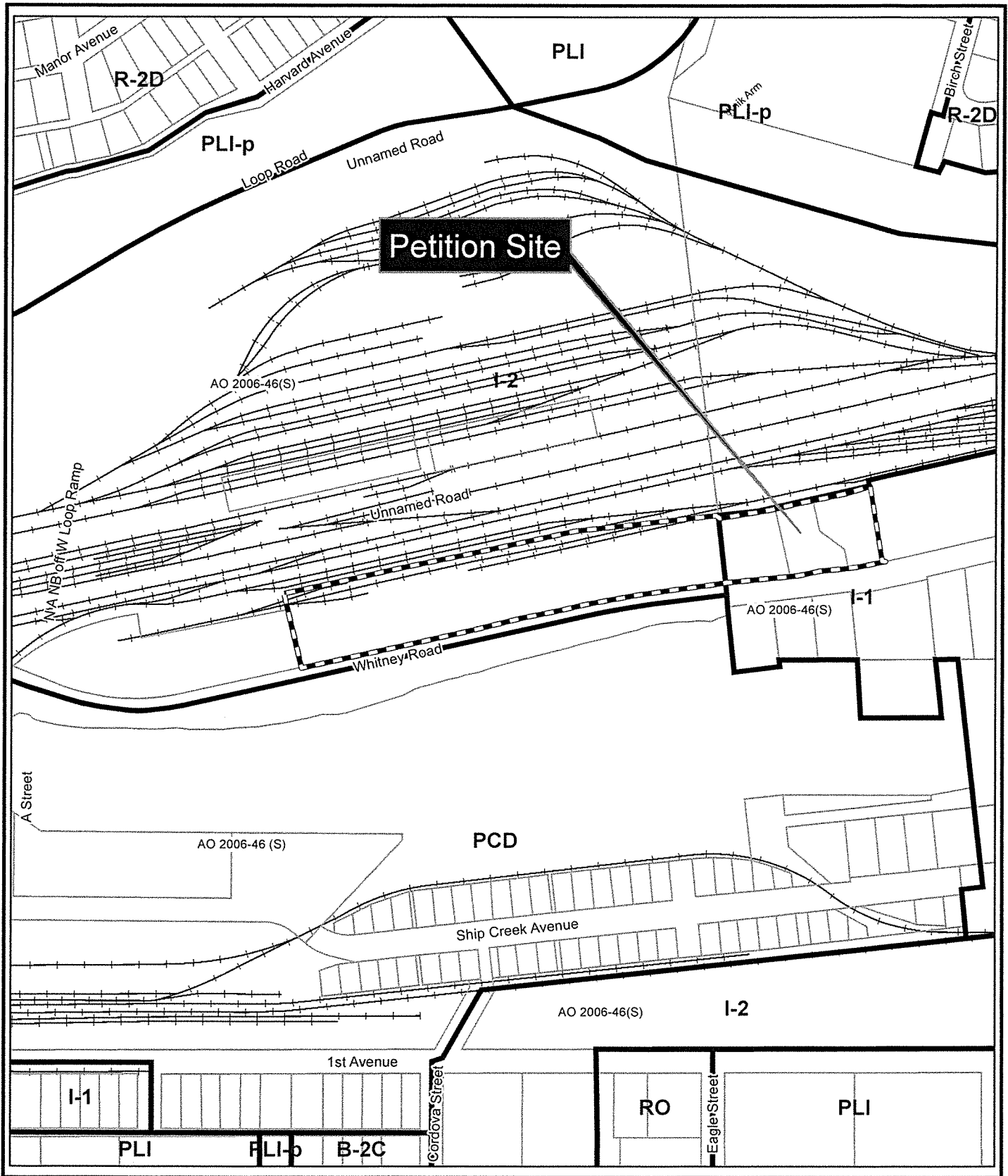
19 Ship Creek Crossing, Lot 4(Power Plant lease) consisting of 209,068 square feet as  
20 shown on exhibit A attached (Planning and Zoning commission Case 2005-080)  
21

22 **Section 6.** The zoning map amendment designating property as PC (Planned Community),  
23 described in section 2 above, shall be subject to the following listed restrictions and design  
24 standards. Except as otherwise provided in this ordinance, all development shall comply with  
25 the Anchorage Municipal Code:  
26

27 A. **Intent.** This ordinance sets forth allowable and prohibited land uses, special  
28 limitations, and a design review process for the Alaska Railroad's Ship Creek  
29 District. These regulations are intended to:  
30

- 31 1. Implement the Alaska Railroad Corporation's goals and policies addressing  
32 the District.
- 33 2. Support broader community re-development and multi-modal transportation  
34 goals and policies.
- 35 3. Create a pedestrian and transportation-oriented mixed-use development.
- 36 4. Attract private investment in commercial and residential development.
- 37 5. Provide for predictability in the expectations for development projects.
- 38 6. Provide design and infrastructure development standards serving the District  
39 and downtown multi-modal users.  
40  
41  
42  
43  
44  
45

# 2018-0104



Municipality of Anchorage  
Planning Department

Date: September 07, 2018



2018-0104

