ANCHORAGE, ALASKA
AR No. 2022-212

A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY APPROVING
AN ALCOHOL SPECIAL LAND USE PERMIT FOR A PACKAGE STORE USE
AND LICENSE NUMBER 1561 FOR LIQUOR STORES USA NORTH INC., DBA
BROWN JUG; IN THE I-1 (LIGHT INDUSTRIAL) DISTRICT; LOCATED AT 1160
HUFFMAN PARK DRIVE, UNIT B, WITHIN HUFFMAN COMMONS, TRACT 1,
FRAGMENT LOT 2; GENERALLY LOCATED NORTH OF HUFFMAN ROAD,
EAST OF INDUSTRY WAY, AND SOUTH OF HUFFMAN PARK DRIVE, IN
ANCHORAGE.

(Old Seward-Oceanview Community Council) (Case 2022-0074)

THE ANCHORAGE ASSEMBLY RESOLVES:

Section 1. An alcohol special land use permit is hereby approved for a package
store use and license number 1561 for Liquor Stores USA North Inc., dba Brown
Jug; in the I-1 (Light Industrial) District; located at 1160 Huffman Park Drive, Unit
B, within Huffman Commons, Tract 1, Fragment Lot 2; generally located north of
Huffman Road, east of Industry Way, and south of Huffman Park Drive, in
Anchorage. This alcohol special land use permit generally meets the applicable
provisions of Anchorage Municipal Code (AMC) 10.50, AMC 21.03.040, and AMC
21.03.080D.

Section 2. This alcohol special land use permit is approved, subject to the
following conditions:

1. A notice of zoning action shall be filed with the State of Alaska Recorder’s
Office within 120 days of the Assembly’s approval for this alcohol special
land use permit.

2. All uses shall conform to the plans and narrative submitted with this alcohol
special land use permit application, except that the licensee may change
the hours of operation listed on the application in accordance with all
applicable laws without having to modify the alcohol special land use permit.

3. This alcohol special land use permit approval is for a package store use and
license number 1561; in the I-1 (Light Industrial) District, in accordance with
AMC 10.50, AMC 21.03.040, and AMC 21.03.080D.; for approximately
4,574 square feet of gross floor area within a commercial building; located
at 1160 Huffman Park Drive, Unit B, Anchorage, AK 99515, within Huffman
Commons, Tract 1, Fragment Lot 2 (Plat 2022-1).
4. On-premise sale of alcoholic beverages may be seven days a week as permitted by AMC 10.50.010 and Alaska Alcoholic Beverage Control Board requirements.

5. Employees will be trained in accordance with the Alcoholic Beverage Control Board’s “Liquor Server Awareness Training Program,” in accordance with Alaska Statute 04.21.025. Upon demand, the applicant shall demonstrate compliance with a liquor "Server Awareness Training Program" approved by the State of Alaska Alcoholic Beverage Control Board, such as or similar to the program for “Techniques in Alcohol Management (T.A.M.).”

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

7. A copy of the conditions imposed by the Assembly in connection with this alcohol special land use permit approval shall be maintained on the premises at a location visible to the public.

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

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

PASSED AND APPROVED by the Anchorage Assembly this ____ day of ________, 2022.

______________________________
Chair

ATTEST:

______________________________
Municipal Clerk

(Case 2022-0074; Parcel ID No. 016-191-96)
FROM:  MAYOR

SUBJECT:  A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY
APPROVING AN ALCOHOL SPECIAL LAND USE PERMIT FOR
A PACKAGE STORE USE AND LICENSE NUMBER 1561 FOR
LIQUOR STORES USA NORTH INC., DBA BROWN JUG; IN THE
I-1 (LIGHT INDUSTRIAL) DISTRICT; LOCATED AT 1160
HUFFMAN PARK DRIVE, UNIT B, WITHIN HUFFMAN COMMONS
TRACT 1, FRAGMENT LOT 2; GENERALLY LOCATED NORTH
OF HUFFMAN ROAD, EAST OF INDUSTRY WAY, AND SOUTH
OF HUFFMAN PARK DRIVE, IN ANCHORAGE.

Liquor Stores USA North Inc., dba Brown Jug, has made application for an alcohol
special land use permit for a package store use and license number 1561, in the
I-1 (light industrial) district. The 4,574 square foot package store will be located
within a newly constructed commercial building.

On-premises sale of alcoholic beverages may be seven days a week as permitted
per Anchorage Municipal Code 10.50.010 and Alaska Alcoholic Beverage Control
Board’s requirements.

All servers of alcoholic beverages will be trained in accordance with the Alcoholic
Beverage Control Board’s Liquor Server Awareness Training Program.

Within 1,000 feet of this application, there are 2 winery, 1 brewery, 2 package store,
and 3 restaurant eating place alcoholic beverages licenses.

There are no churches, day care centers, or schools within 200 feet of this site.

Four hundred twenty-five (425) public hearing notices were mailed on June 15,
2022. At the time of this writing, public comments in opposition have been received
by the Planning Department and are attached in the staff packet. The Old Seward-
Oceanview Community Council passed a resolution (2022-1) in opposition on
April 28, 2022.

There are no delinquent personal property taxes or real property taxes owed at
this time.
THE ADMINISTRATION RECOMMENDS APPROVAL.

Prepared by:   Shawn Odell, Senior Planner, Planning Department
Approved by:   Craig H. Lyon, Planning Director
Concur:   Adam Trombley, Community Development Director
Concur:   Blair Christensen, Acting Municipal Attorney
Concur:   Amy Demboski, Municipal Manager
Respectfully submitted:  Dave Bronson, Mayor

Attachment:  Planning Department Analysis Packet

(Case No. 2022-0074)
DATE: July 12, 2022
CASE NO.: 2022-0074
APPLICANT: Liquor Stores USA North Inc., dba Brown Jug
REQUEST: An alcohol special land use permit for a package store use and license #1561, in the I-1 (Light Industrial) District per AMC 21.03.040D. Approval Criteria
LOCATION: Huffman Commons, Tract 1, Fragment Lot 2 (Plat 2022-1)
STREET ADDRESS: 1160 Huffman Park Drive, Unit B, Anchorage, AK
COMMUNITY COUNCIL: Old Seward-Oceanview
TAX PARCEL: 016-191-96
ATTACHMENTS: 1. Application
2. Agency and Public Comments
3. Posting Affidavit

RECOMMENDATION SUMMARY:
This amendment to an alcohol special land use permit generally meets the required standards of AMC 10.50, AMC 21.03.040, AMC 21.03.080D., Approval Criteria.

SITE:
Size: 40,107 square feet (4,574 square feet in unit)
Zoning: I-1 (Light Industrial) District
Existing Use: New commercial building under construction C21-1820
Utilities: Public water and wastewater

COMPREHENSIVE PLAN
Classification: “Town Center” and “Greenway Supported Development” in the Anchorage 2040 Land Use Plan
SURROUNDING AREA

<table>
<thead>
<tr>
<th>Zoning</th>
<th>NORTH</th>
<th>EAST</th>
<th>SOUTH</th>
<th>WEST</th>
</tr>
</thead>
</table>

SITE DESCRIPTION AND PROPOSAL

This is a request for an alcohol special land use permit for a package store use with license number 1561. The applicant is seeking a 4,574 square foot liquor store within a commercial building under construction. The I-1 District allows the retail sales of alcohol, in accordance with AMC 10.50, AMC 21.03.040, and AMC 21.03.080D.

On-premise sale of alcoholic beverages may be seven days a week as permitted per AMC 10.50.010 and Alaska Alcoholic Beverage Control Board requirements. Servers of alcoholic beverages will be trained in accordance with the Alcoholic Beverage Control Board’s Liquor Server Awareness Training Program.

Within 1,000 feet of this application, there are 2 winery, 1 brewery, 2 package store, and 3 restaurant eating place alcoholic beverages licenses.

Alaska Statute Title 4 requires new package store licenses to be a minimum of 200 feet away from churches and schools. No churches or schools are within 200 feet of this site.

COMMENTS

A total of 425 public hearing notices were mailed on June 15, 2022. At the time of writing, public comments in opposition have been received by the Planning Department and are attached in the staff packet. The Old Seward-Oceanview Community Council passed a resolution (2022-1) in opposition on April 28, 2022. Reviewing agencies provided comments of non-objection. The Traffic Engineering Department also commented that the site has adequate parking for the proposed use.

APPROVAL CRITERIA

The planning and zoning commission may approve a conditional use application if, in the judgment of the commission, all of the following criteria have been met in all material matters:

1. The proposed use is consistent with the comprehensive plan and all applicable provisions of this title and applicable state and federal regulations;

   The standard is met.

   The subject property is identified as “Town Center” and “Greenway Supported Development” in the 2040 Land Use Plan. The proposed special land use permit to allow the retail sales of alcohol (package store) is consistent with the...
comprehensive plan designations that supports commercial uses. The proposed use is consistent with Title 21 and state and federal regulations.

2. **The proposed use is consistent with the purpose and intent of the zoning district in which it is located, including any district-specific standards set forth in chapter 21.04;**

The standard is met.

The I-1 District regulations allow alcoholic beverage sales with an approved alcohol special land use permit. The proposed use is consistent with the purpose of AMC 21.04.050B. I-1: *Light Industrial District*. The proposed alcoholic beverages license will occupy space in a commercial building under construction and will not alter the character of the surrounding uses.

3. **The proposed use is consistent with any applicable use-specific standards set forth in chapter 21.05;**

The standard is met.

There are no applicable use-specific standards in AMC 21.05.060B.3. *Liquor Store.*

4. **The site size, dimensions, shape, location, and topography are adequate for the needs of the proposed use and any mitigation needed to address potential impacts;**

The standard is met.

This is a newly constructed commercial building that meets all applicable design requirements of Title 21. The site is adequate for the proposed package store and no mitigation is needed to address negative impacts.

5. **The proposed use will not alter the character of the surrounding area in a manner which substantially limits, impairs, or prevents the use of surrounding properties for the permitted uses listed in the underlying zoning district;**

The standard is met.

The proposed 4,574 square foot package store within a newly constructed commercial building will not alter the character of this industrial/commercial area which is zoned I-1, Light Industrial District. It does not appear that the addition of this package store will alter the character of the surrounding area. Traffic Engineering provided comments stating that the site has adequate required parking for all proposed uses.
6. **The proposed use is compatible with uses allowed on adjacent properties, in terms of its scale, site design, operating characteristics (hours of operation, traffic generation, lighting, noise, odor, dust, and other external impacts);**

   The standard is met.

   The petition site is surrounded by other commercial uses of similar scale. The site is not adjacent to residential neighborhoods or community uses. Surrounding properties have commercial businesses and restaurants. The other tenant proposed in the building will be a coffee shop.

7. **Any significant adverse impacts anticipated to result from the use will be mitigated or offset to the maximum extent feasible;**

   The standard is met.

   No negative adverse impacts from the proposed use are anticipated. The proposed package store is within a newly constructed commercial building that meets all applicable design requirements of Title 21.

8. **The proposed use is appropriately located with respect to the transportation system, including but not limited to existing and/or planned street designations and improvements, street capacity, access to collectors or arterials, connectivity, off-site parking impacts, transit availability, impacts on pedestrian, bicycle, and transit circulation, and safety for all modes; and**

   The standard is met.

   The proposed use is appropriately located with respect to the transportation system. The Traffic Engineering Department provided comment stating the site has adequate parking. The petitioner included an approved parking plan and traffic count considerations with their application.

9. **The proposed use is appropriately located with respect to existing and/or planned water supply, fire and police protection, wastewater disposal, storm water disposal, and similar facilities and services.**

   The standard is met.

   All utilities are in place to serve this use as well as future development. Anchorage Water and Wastewater Utility (AWWU) provided comments of non-objection for the proposed use and noted AWWU water and sanitary sewer is available to the parcel. Police is provided by the Anchorage Metropolitan Police Service Area and fire is provided by the Anchorage Fire Service Area.

**Standards Chapter 10.50 Alcoholic Beverages**

In the exercise of its powers and under AS 04.11.480 and 13 AAC 104.145 to protest issue, renewal and transfer or alcoholic beverage licenses within the
Municipality of Anchorage, the Assembly shall consider whether the proposed license meets each and every factor and standard set forth below:

A. Concentration and land use. Whether transfer of location or issue of the requested license will negatively impact the community through an increase in the concentration of uses involving the sale or service of alcoholic beverages within the area affected and will conform to the separate standards of AMC 21.05.020.

This standard is met.

Within 1,000 feet of the petition site, there are 2 winery, 1 brewery, 2 package store, and 3 restaurant eating place alcoholic beverages licenses.

B. Training. If application is made for issue, renewal or transfer of a beverage dispensary license, restaurant or eating place license, or package store license, whether the applicant can demonstrate prospective or continued compliance with a Liquor "Server Awareness Training Program" approved by the State of Alaska Alcoholic Beverage Control Board, such as or similar to the program for techniques in alcohol management (T.A.M.). Until such plan is approved, training by a licensee's employees in the T.A.M. shall constitute compliance with this ordinance.

The standard is met.

The applicant states that all employees in the sale of alcoholic beverages will be trained in accordance with the T.A.M. training and hold the appropriate certificates.

C. Operations procedures. If application is made for issue, renewal or transfer of a license, whether the applicant can demonstrate prospective or continued compliance with operations procedures for licensed premises set forth in Section 10.50.035 of this code.

The standard is met.

AMC 10.50.035 sets forth that persons seeking the issue or transfer of a license shall comply with restrictions regarding happy hours, games, or contests involving the consumption of alcohol, public transportation, notice of penalties, availability of nonalcoholic drinks, compliance determination with techniques in alcohol management (T.A.M.), solicitation of purchase of alcoholic beverages for consumption by employees, and warning signs. The petitioner has stipulated in their application that they will abide by requirements of AMC 10.50.035.

D. Public safety. When application is made for the renewal or transfer of location or transfer of ownership of a beverage dispensary license restaurant or eating place license, or package store license, the Assembly shall consider whether the operator can demonstrate the ability to
maintain order and prevent unlawful conduct in a licensed premise. In determining the operator’s demonstrated ability to maintain order and prevent unlawful conduct, the Assembly may consider police reports, testimony presented before the Assembly, written comments submitted prior to or during the public hearing, or other evidence deemed to be reliable and relevant to the purpose of this subsection. For purposes of this section and Section 10.50.035 "licensed premises" shall include any adjacent area under the control or management of the licensee.

The standard is met.

No unlawful conduct is attributed to the alcohol license at this location. The applicant noted plans for security in their application, which include installing their PatronScan security system exterior scanner which scans driver’s licenses before allowing entry into the store.

E. Payment of taxes and debts. When application is made for renewal of a license the assembly shall consider, pursuant to AS 4.11.330, whether the applicant is delinquent in payment of taxes owed to the Municipality. When application is made for transfer of ownership of a license the Assembly shall consider, pursuant to AS 4.11.360, whether the municipality has received either payment or adequate security, for the payment of any debts or taxes, including any estimated taxes for the current year, arising from the conduct of the licensed business. Adequate security for the payment of debts and taxes may be in the form of: 1) escrowed funds sufficient to pay the debts and taxes claimed and any escrow fees; 2) actual payment of debts and taxes claimed; or, 3) a guarantee agreement in accordance AMC 10.50.030. Any guarantee agreement shall be in writing, signed by the transferor, transferee and Municipality.

The standard is met.

There are no outstanding business personal property taxes owing, according to the Treasury Division. This is not a request for transfer of ownership.

F. Public health. If application is made for the renewal or transfer of location or transfer of ownership of a license, the Assembly shall consider whether the operator has engaged in a pattern of practices injurious to public health or safety such as providing alcohol to minors or intoxicated persons, committing serious violations of State law relevant to public health or safety, or other actions within the knowledge and control of the operator which place the public health or safety at risk. In determining if a pattern of practices injurious to public health or safety exists, the Assembly may consider criminal convictions, credible proof of illegal activity even if not prosecuted, police reports, testimony presented before the Assembly, written comments submitted prior to or during the public
hearing, or other evidence deemed to be reliable and relevant to the purpose of this subsection.

The standard is met.

The Department of Health and Human Services has not reported a pattern of practices injurious to public health or safety.

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

This form was not requested of this applicant.

RECOMMENDATION:

This application for an alcohol special land use permit for a package store use and license number 1561, in the I-1 (Light Industrial) District, generally meets the required standards of AMC Title 10 and Title 21.

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

1. A notice of zoning action shall be filed with the State of Alaska Recorder’s Office within 120 days of the Assembly’s approval for this alcohol special land use permit.

2. All uses shall conform to the plans and narrative submitted with this alcohol special land use permit application, except that the licensee may change the hours of operation listed on the application in accordance with all applicable laws without having to modify the alcohol special land use permit.

3. This alcohol special land use permit approval is for a package store use and license number 1561; in the I-1 (Light Industrial) District, in accordance with AMC 10.50, AMC 21.03.040, and AMC 21.03.080D.; for approximately 4,574 square feet of gross floor area within a commercial building; located at 1160 Huffman Park Drive, Unit B, Anchorage, AK 99515, within Huffman Commons, Tract 1, Fragment Lot 2 (Plat 2022-1).
4. On-premise sale of alcoholic beverages may be seven days a week as permitted by AMC 10.50.010 and Alaska Alcoholic Beverage Control Board requirements.

5. Servers will be trained in accordance with the Alcoholic Beverage Control Board’s “Liquor Server Awareness Training Program,” in accordance with Alaska Statute 04.21.025. Upon demand, the applicant shall demonstrate compliance with a liquor “Server Awareness Training Program” approved by the State of Alaska Alcoholic Beverage Control Board, such as or similar to the program for “Techniques in Alcohol Management (T.A.M.).”

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

7. A copy of the conditions imposed by the Assembly in connection with this alcohol special land use permit approval shall be maintained on the premise at a location visible to the public.

Shawn Odell, Senior Planner

Craig H. Lyon, Director

Parcel ID No. 016-191-96
Petition Site

Municipality of Anchorage
Planning Department
Date: 5/20/2022
APPLICATION
# Application for Special Land Use Permit for Alcohol

**PETITIONER**

<table>
<thead>
<tr>
<th>Name (last name first)</th>
<th>Name (last name first)</th>
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<tbody>
<tr>
<td>Liquor Stores USA North Inc.</td>
<td>Thorpe, Robert Matthew</td>
</tr>
</tbody>
</table>

**Mailing Address**

| 3909 Arctic Blvd., Suite 500 | 3909 Arctic Blvd., Suite 500 |

**Contact Phone - Day**

| 907-222-9550                  | 907-222-9550                  |

**E-mail**

| bevlaicensing@stoel.com        | mthorpe@afognak.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 OWNER AUTHORIZATION***

I hereby grant permission to and acknowledge that person shown as the petitioner on this application is applying for a special land use permit for the retail sales of alcoholic beverages on a property under (MY) OUR ownership and that as part of the special land use permit process the Assembly may apply conditions which will be (MY) OUR responsibility to satisfy.

*Disclose other co-owners on supplemental form. Failure to divulge other beneficial interest owners may delay processing of this application.*

**ALCOHOLIC BEVERAGE CONTROL BOARD LICENSE PROPOSED**

<table>
<thead>
<tr>
<th>Beverage Dispensary</th>
<th>Brew Pub</th>
<th>Recreational Site</th>
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</thead>
<tbody>
<tr>
<td>Beverage Dispensary, Duplicate</td>
<td>Brewery</td>
<td>Other (please explain):</td>
</tr>
<tr>
<td>Beverage Dispensary-Tourism</td>
<td>Club</td>
<td></td>
</tr>
<tr>
<td>Beverage Dispensary-Tourism, Duplicate</td>
<td>Package Store</td>
<td></td>
</tr>
</tbody>
</table>

Is the proposed license: New, Transfer, Amendment. No premise.

**ABC license number:** 1561

I hereby certify that (I am) (I have been authorized to act for) owner of the property described above and that I petition for a retail sale of alcoholic beverages special land use permit in conformance with Title 21 of the Anchorage Municipal Code of Ordinances. I understand that payment of the application fee is nonrefundable and is to cover the costs associated with processing this application, and that it does not assure approval of the special land use permit. I also understand that assigned hearing dates are tentative and may have to be postponed by the Planning Department, Municipal Clerk, or the Assembly, for administrative reasons.

**Signature**

Matt Thorpe

**Date**

03/28/2022

**Print Name**

Robert Matthew Thorpe, President
**PROPERTY INFORMATION**

Property Tax # (000-000-00-000): 016-191-96-000

Site Street Address: 1160 Huffman Park Drive, Unit B, Anchorage, AK 99515

Current legal description: (use additional sheet if necessary)

**HUFFMAN COMMONS TR 1 FRAG 2**

Zoning: I1  
Acreage: 40,107  
Grid #: SW2732

**COMPREHENSIVE PLAN INFORMATION**

**Improvement Area (per AMC 21.08.050.8.):**

- [ ] Class A  
- [ ] Class B

**Anchorage 2040 Land Use Designation:**

- [ ] Neighborhood (Residential)  
- [ ] Center  
- [x] Corridor

- [ ] Open Space  
- [ ] Facilities and Institutions  
- [x] Industrial Area

**Anchorage 2040 Growth Supporting Features:**

- [ ] Transit-supportive Development  
- [ ] Greenway-supported Development

- [ ] Traditional Neighborhood  
- [ ] Residential Mixed-use

**Eagle River-Chugiak-Peters Creek Land Use Classification:**

- [ ] Commercial  
- [ ] Industrial

- [ ] Public Land Institutions  
- [ ] Marginal land  
- [ ] Alpine/Slope Affected

- [ ] Special Study  
- [ ] Residential at dwelling units per acre

**Girdwood-Turnagain Arm**

- [ ] Commercial  
- [ ] Industrial

- [ ] Public Land Institutions  
- [ ] Marginal land  
- [ ] Alpine/Slope Affected

- [ ] Special Study  
- [ ] Residential at dwelling units per acre

**ENVIRONMENTAL INFORMATION**

(Wetland Classification:

- [ ] None  
- [x] "C"  
- [ ] "B"  
- [ ] "A"

Avalanche Zone:

- [ ] None  
- [ ] Blue Zone  
- [x] Red Zone

Floodplain:

- [ ] None  
- [ ] 100 year  
- [ ] 500 year

Seismic Zone (Harding/Lawson):

- [ ] "1"  
- [ ] "2"  
- [ ] "3"  
- [ ] "4"  
- [ ] "5"

**RECENT REGULATORY INFORMATION**

(Events that have occurred in last 5 years for all or portion site)

- [ ] Rezoning - Case Number:

- [ ] Preliminary Plat  
- [x] Final Plat - Case Number(s):

- [ ] Conditional Use - Case Number(s):

- [ ] Zoning variance - Case Number(s):

- [ ] Land Use Enforcement Action for

  - [x] Building or Land Use Permit for C21-1820

- [ ] Wetland permit:  
  - [ ] Army Corps of Engineers  
  - [ ] Municipality of Anchorage

**APPLICATION REQUIREMENTS**

(Only one copy of applicable items is required for initial submittal)

1 copy required:

- [ ] Signed application (original)  
- [ ] Ownership and beneficial interest form (if applicable)

- [ ] Completed Alcoholic Beverage Control Board liquor license application form (filed with ABC Board) including all drawings and attachments
Application for special land use permit for alcohol, continued

<table>
<thead>
<tr>
<th>7 copies required</th>
<th>□ Signed application (copies)</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Approved parking and landscape plan from Land Use Review</td>
<td></td>
</tr>
<tr>
<td>□ Site plan to scale depicting: building footprints; parking areas; vehicle and pedestrian circulation; lighting; landscaping; signage; and licensed premises location</td>
<td></td>
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<tr>
<td>□ Building plans to scale depicting: floor plans indicating the location of sales and service areas; building elevations (photographs are acceptable)</td>
<td></td>
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<tr>
<td>□ Photographs of premises from each street frontage that include and show relationship to adjacent structures and the premises visible street address number</td>
<td></td>
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<tr>
<td>□ Narrative explaining the project; construction schedule and open for business target date; analysis of approval criteria on page 3</td>
<td></td>
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</tbody>
</table>

FACILITY OPERATIONAL INFORMATION

What is the proposed or existing business name? (Provide both if name is changing)
Brown Jug

What is the gross leasable floor space in square feet?
4574

What will be the normal business hours of operation?
Mon-Sat 10am-12am; Sun 12pm-12am

What will be the business hours that alcoholic beverages will be sold or dispensed?
Mon-Sat 10am-12am; Sun 12pm-12am

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

<table>
<thead>
<tr>
<th>N/A % Alcoholic beverage sales</th>
<th>N/A % Food sales</th>
</tr>
</thead>
</table>

Type of entertainment proposed: (Mark all that apply)
- [x] Recorded music
- [ ] Live music
- [x] Floor shows
- [ ] Patron dancing
- [ ] Sporting events
- [ ] Other
- [ ] None

Do you propose entertainment or environmental conditions in the facility that will meet the definition of "indecent material" as set forth in AMC 8.50.020 or "adult entertainment" as set forth in AMC 10.40.050?  [x] Yes  [ ] No

Do you propose conditions in the facility that fall under AMC 10.40.050 Adult oriented establishment?  [ ] Yes  [x] No

DISTANCE FROM CHURCHES, DAY CARE, AND SCHOOLS

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
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<td>None</td>
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PACKAGE STORES

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

<table>
<thead>
<tr>
<th>Percentage</th>
<th>Price Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>10%</td>
<td>less than $5.00</td>
</tr>
<tr>
<td>8%</td>
<td>$5.00 to $10.00</td>
</tr>
<tr>
<td>44%</td>
<td>$10.00 to $25.00</td>
</tr>
<tr>
<td>38%</td>
<td>greater than $25.00</td>
</tr>
</tbody>
</table>
**SPECIAL LAND USE PERMIT FOR ALCOHOL APPROVAL CRITERIA**
The Assembly may only approve the special land use permit for alcohol if it finds that all of the following approval criteria 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 proposed use is consistent with the comprehensive plan and all applicable provisions of this title and applicable state and federal regulations.

2. The proposed use is consistent with the purpose and intent of the zoning district in which it is located, including any district-specific standards set forth in chapter 21.04.

3. The proposed use is consistent with any applicable use-specific standards set forth in chapter 21.05.

4. The site size, dimensions, shape, location, and topography are adequate for the needs of the proposed use and any mitigation needed to address potential impacts.

5. The proposed use will not alter the character of the surrounding area in a manner which substantially limits, impairs, or prevents the use of surrounding properties for the permitted uses listed in the underlying zoning district.

6. The proposed use is compatible with uses allowed on adjacent properties, in terms of its scale, site design, operating characteristics (hours of operation, traffic generation, lighting, noise, odor, dust, and other external impacts).

7. Any significant adverse impacts anticipated to result from the use will be mitigated or offset to the maximum extent feasible.

8. The proposed use is appropriately located with respect to the transportation system, including but not limited to existing and/or planned street designations and improvements, street capacity, access to collectors or arterials, connectivity, off-site parking impacts, transit availability, impacts on pedestrian, bicycle, and transit circulation, and safety for all modes.

9. The proposed use is appropriately located with respect to existing and/or planned water supply, fire and police protection, wastewater disposal, storm water disposal, and similar facilities and services.

**STANDARDS CHAPTER 10.50 ALCOHOLIC BEVERAGES**
In the exercise of its powers and under AS 04.11.480 and 15 AAC 104.145 to protest issue, renewal, and transfer of alcoholic beverage licenses within the Municipality of Anchorage, the Assembly shall consider whether the proposed license meets each and every factor and standard set forth below.

**CONCENTRATION AND LAND USE**
Whether transfer of location or issue of the requested license will negatively impact the community through an increase in the concentration of uses involving the sale or service of alcoholic beverages within the area affected.

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>How many active liquor licenses are located on the same property as your proposed license?</td>
<td>0</td>
</tr>
<tr>
<td>Within 1,000 feet of your site are how many active liquor licenses?</td>
<td>6</td>
</tr>
<tr>
<td>How would you rate this area’s license concentration on a scale of 1 to 5 with 5 = high?</td>
<td>1</td>
</tr>
<tr>
<td>How many active liquor licenses are within the boundaries of the local community council?</td>
<td>10</td>
</tr>
</tbody>
</table>

**TRAINING**
If application is made for issue, renewal, or transfer of a license, the applicant must be able to demonstrate prospective or continued compliance with a Liquor "Server Awareness Training Program" approved by the State of Alaska Alcoholic Beverage Control Board, such as or similar to the program for techniques in alcohol management (T.A.M.).
**OPERATIONS PROCEDURES**

If application is made for issue, renewal, or transfer of a license, whether the applicant can demonstrate prospective or continued compliance with operations procedures for licensed premises set forth in section 10.50.035 of municipal code.

- **Yes**  Yes  **No**  No  Happy hours?
- **Yes**  Yes  **No**  No  Games or contests that include consumption of alcoholic beverages?
- **Yes**  Yes  **No**  No  Patron access and assistance to public transportation?
- **Yes**  Yes  **No**  No  Notice of penalties for driving while intoxicated posted or will be posted?
- **Yes**  Yes  **No**  No  Non-alcoholic drinks available to patrons?
- **Yes**  Yes  **No**  No  Solicitation or encouragement of alcoholic beverage consumption?

**PUBLIC SAFETY**

When application is made for the renewal or transfer of location or transfer of ownership of a beverage dispensary license restaurant or eating place license, or package store license, the Assembly shall consider whether the operator can demonstrate the ability to maintain order and prevent unlawful conduct in a licensed premises. In determining the operator's demonstrated ability to maintain order and prevent unlawful conduct, the Assembly may consider police reports, testimony presented before the Assembly, written comments submitted prior to or during the public hearing, or other evidence deemed to be reliable and relevant to the purpose of this subsection. For purposes of this section and Section 10.50.035 “licensed premises” shall include any adjacent area under the control or management of the licensee.

**What are the proposed precautions to maintain order and prevent unlawful conduct at the licensed premises?**

- **Inside facility:** TAPs education for all employees to ensure compliance with the law, which will be supplemented by ongoing in-house training. Monitor customer actions and behavior interact appropriately. Verify age and restrictions of all individuals who enter the store. Maintain cameras inside to further enable monitoring premises.
- **Outside facility:** TAPs education for all employees to ensure compliance with the law, which will be supplemented by ongoing in-house training. Monitor customer actions and behavior interact appropriately. Verify age and restrictions of all individuals who enter the store. Maintain cameras inside to further enable monitoring premises.

**PAYMENT OF TAXES AND DEBTS**

When application is made for renewal of a license the assembly shall consider, pursuant to AS 4.11.330, whether the applicant is delinquent in payment of taxes owed to the Municipality. When application is made for transfer of ownership of a license the Assembly shall consider, pursuant to AS 4.11.360, whether the municipality has received either payment or adequate security, for the payment of any debts or taxes, including any estimated taxes for the current year, arising from the conduct of the licensed business. Adequate security for the payment of debts and taxes may be in the form of: 1) escrowed funds sufficient to pay the debts and taxes claimed and any escrow fees; 2) actual payment of debts and taxes claimed; or, 3) a guarantee agreement in accordance AMC 10.50.030. Any guarantee agreement shall be in writing signed by the transferor, transferee and Municipality.

- **Yes**  Yes  **No**  No  Are real estate and business property taxes current?
- **Yes**  Yes  **No**  No  Are there any other debts owed to the Municipality of Anchorage?

**PUBLIC HEALTH**

If application is made for the renewal or transfer of location or transfer of ownership of a license, the Assembly shall consider whether the operator has engaged in a pattern of practices injurious to public health or safety, such as providing alcohol to minors or intoxicated persons, committing serious violations of State law relevant to public health or safety, or other actions within the knowledge and control of the operator which place the public health or safety at risk. In determining if a pattern of practices injurious to public health or safety exists, the Assembly may consider criminal convictions, credible proof of illegal activity even if not prosecuted, police reports, testimony presented before the Assembly, written comments submitted prior to or during the public hearing, or other evidence deemed to be reliable and relevant to the purpose of this subsection.

- **Yes**  Yes  **No**  No  As the applicant and operator can you comply? If no, explain:
Narrative Explaining the Project
March 28, 2022

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

RE: Liquor Stores USA North Inc.
Special Land Use Permit for Alcohol

To Whom it May Concern:

Liquor Stores USA North Inc. (LSUN) desires to open a new location at 1160 Huffman Park Drive, Anchorage, AK 99515. The new space will allow LSUN to continue to serve its patrons by providing a location in the Old Seward/Oceanview area. Similar to LSUN’s successful package retail locations across Alaska, this location would offer packaged alcohol beverages to patrons in a 4,574 square foot retail liquor store.

Construction for the building has recently started with an expected completion in September 2022. LSUN anticipates the opening date to be in late September 2022 or shortly thereafter, construction permitting.

To demonstrate community consciousness, a PatronScan security system will be installed at this location. A PatronScan system is an exterior scanner which scans driver’s licenses before allowing entry to the store. If an ID is found to be fraudulent or expired, it will not allow the door to be unlocked for entry. This security measure ensures that patrons and employees remain safe on premises and demonstrates LSUN’s deep sense of community responsibility.

Best Regards,

[Signature]

R. Matthew Thorpe
President
Liquor Stores USA North Inc. dba Brown Jug
Parking Plan
Landscape Plan
Site Plan
Photos
Alcohol Approval Criteria
Special Land Use Permit for Alcohol Approval Criteria

1. The proposed use is consistent with the comprehensive plan and all applicable provisions of this title and applicable state and federal regulations.

The Anchorage 2040 Land Use Plan, a supplement of the Anchorage Bowl Comprehensive Plan, notes a challenge for housing, economic diversification, and diversity of commercial goods and services. Liquor Stores USA North Inc. (LSUN) believes that our proposed new location is consistent with the comprehensive plan and continues to provide an avenue towards meeting the desire for "greater availability and diversity of commercial goods and services" in the community the property is located.

2. The proposed use is consistent with the purpose and intent of the zoning district in which it is located, including any district-specific standards set forth in chapter 21.04.

I-1 Light Industrial District zonings are designed to be located in areas that are compatible with industrial uses. LSUN's plan for this location is to meet that expectation by being in a business-industrial park. The building will remain within the height designated by chapter 21.04.

3. The proposed use is consistent with any applicable use-specific standards set forth in chapter 21.05.

The proposed use of the property is consistent with chapter 21.05.

4. The site size, dimensions, shape, location, and topography are adequate for the needs of the proposed use and any mitigation needed to address potential impacts.

The size, dimensions, shape, location, and topography are adequate to meet the needs of the proposed use.

5. The proposed use will not alter the character of the surrounding area in a manner which substantially limits, impairs, or prevents the use of surrounding properties for the permitted uses listed in the underlying zoning district.

The proposed use of the property will not negatively impact or alter the character of the surrounding area, nor will it prevent any surrounding properties' permitted use as zoned.

6. The proposed use is compatible with uses allowed on adjacent properties, in terms of its scale, site design, operating characteristics (hours of operation, traffic generation, lighting, noise, odor, dust, and other external impacts).

The proposed use of the property will continue to have no significant adverse impacts on adjacent properties. The expected hours of operation are Mon-Sat 10am-12am; Sun 12pm-12am. Traffic patterns should remain the same, and there will be no unusual noise, odor, dust, or other external impact known at this time.

7. Any significant adverse impacts anticipated to result from the use will be mitigated or offset to the maximum extent feasible.

LSUN does not expect any foreseeable adverse impact based on the proposed use of the land. LSUN
Application for Special Land Use Permit for Alcohol
Liquor Stores USA North Inc.

is capable and can mitigate any issue that may arise in the future.

8. The proposed use is appropriately located with respect to the transportation system, including but not limited to existing and/or planned street designations and improvements, street capacity, access to collectors or arterials, connectivity, off-site parking impacts, transit availability, impacts on pedestrian, bicycle, and transit circulation, and safety for all modes.

LSUN does not foresee any negative impact to the transportation system in whole. The property is capable of supporting the parking needs of the business and will not require off-site parking beyond the parking provided by the property owner. The sidewalks for pedestrian and bicycle use will remain as currently designed.

9. The proposed use is appropriately located with respect to existing and/or planned water supply, fire and police protection, wastewater disposal, storm water disposal, and similar facilities and services.

The property will be capable of operating within the current water supply, fire and police protection, wastewater disposal, storm water disposal, and general services required of the proposed operations.
Completed Alcoholic Beverage Control Board Liquor License Application - including all attachments
Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

What is this form?

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 main 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.

<table>
<thead>
<tr>
<th>Licensee:</th>
<th>Liquor Stores USA North Inc.</th>
<th>License #:</th>
<th>1561</th>
</tr>
</thead>
<tbody>
<tr>
<td>License Type:</td>
<td>Package Store</td>
<td>Statutory Reference:</td>
<td>AS04.11.150</td>
</tr>
<tr>
<td>Doing Business As:</td>
<td>Brown Jug</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Premises Address:</td>
<td>No Premise</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>Anchorage</td>
<td>State:</td>
<td>AK</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ZIP:</td>
<td></td>
</tr>
<tr>
<td>Local Governing Body:</td>
<td>Municipality of Anchorage</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Transfer Type:

- [ ] Regular transfer
- [ ] Transfer with security interest
- [ ] Involuntary retransfer

<table>
<thead>
<tr>
<th>OFFICE USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete Date:</td>
</tr>
<tr>
<td>Board Meeting Date:</td>
</tr>
<tr>
<td>Issue Date:</td>
</tr>
</tbody>
</table>

[Form AB-01] (rev 10/10/2016)
Section 2 – Transferee Information

Enter information for the new applicant and/or location seeking to be licensed.

<table>
<thead>
<tr>
<th>Licensee:</th>
<th>Liquor Stores USA North Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Doing Business As:</td>
<td>Brown Jug</td>
</tr>
<tr>
<td>Premises Address:</td>
<td>1160 Huffman Park Drive, Unit B</td>
</tr>
<tr>
<td>City:</td>
<td>Anchorage</td>
</tr>
<tr>
<td>State:</td>
<td>AK</td>
</tr>
<tr>
<td>ZIP:</td>
<td>99515</td>
</tr>
<tr>
<td>Community Council:</td>
<td>Old Seward/Oceanview</td>
</tr>
</tbody>
</table>

| Mailing Address:     | 3909 Arctic Blvd., Suite 500 |
| City:                | Anchorage                    |
| State:               | AK                           |
| ZIP:                 | 99503                        |

| Designated Licensee: | Robert Matthew Thorpe         |
| Contact Phone:       | 907.222.9550                  |
| Contact Email:       | mthorpe@afognak.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.
Willard L. Bowman Elementary, 0.9 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.
RCCG Anchor Of Nations, 1120 Huffman Rd Unit 3, Anchorage, AK 99515, .3 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:  N/A
Address:  
City:  State:  ZIP:

This individual is an:  □ applicant   □ affiliate

Name:  N/A
Address:  
City:  State:  ZIP:

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:  Robert Matthew Thorpe  
Title(s):  President  Phone:  907.222.9550  % Owned:  0
Address:  3909 Arctic Blvd., Suite 500  
City:  Anchorage  State:  AK  ZIP:  99503

[Form AB-01] (rev 10/10/2016)
**Alaska Alcoholic Beverage Control Board**  
**Form AB-01: Transfer License Application**

<table>
<thead>
<tr>
<th>Entity Official:</th>
<th>Ana Benjamin Fisk</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Title(s):</strong></td>
<td>Secretary</td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td>907.222.9564</td>
</tr>
<tr>
<td><strong>% Owned:</strong></td>
<td>0</td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td>3909 Arctic Blvd., Suite 500</td>
</tr>
<tr>
<td><strong>City:</strong></td>
<td>Anchorage</td>
</tr>
<tr>
<td><strong>State:</strong></td>
<td>AK</td>
</tr>
<tr>
<td><strong>ZIP:</strong></td>
<td>99503</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Entity Official:</th>
<th>Michelle R. Spratt</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Title(s):</strong></td>
<td>Treasurer</td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td>907.222.9564</td>
</tr>
<tr>
<td><strong>% Owned:</strong></td>
<td>0</td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td>3909 Arctic Blvd., Suite 500</td>
</tr>
<tr>
<td><strong>City:</strong></td>
<td>Anchorage</td>
</tr>
<tr>
<td><strong>State:</strong></td>
<td>AK</td>
</tr>
<tr>
<td><strong>ZIP:</strong></td>
<td>99503</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Entity Official:</th>
<th>Afognak Commercial Group, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Title(s):</strong></td>
<td>Shareholder</td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td>907.222.9564</td>
</tr>
<tr>
<td><strong>% Owned:</strong></td>
<td>100</td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td>3909 Arctic Blvd., Suite 500</td>
</tr>
<tr>
<td><strong>City:</strong></td>
<td>Anchorage</td>
</tr>
<tr>
<td><strong>State:</strong></td>
<td>AK</td>
</tr>
<tr>
<td><strong>ZIP:</strong></td>
<td>99503</td>
</tr>
</tbody>
</table>

(SEE ATTACHED FOR DIRECTORS)

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.

<table>
<thead>
<tr>
<th>DOC Entity #:</th>
<th>118060</th>
</tr>
</thead>
<tbody>
<tr>
<td>AK Formed Date:</td>
<td>8/27/2008</td>
</tr>
<tr>
<td>Home State:</td>
<td>Nevada</td>
</tr>
<tr>
<td>Registered Agent:</td>
<td>Amy J. Shimek</td>
</tr>
<tr>
<td>Agent's Phone:</td>
<td>907.222.9564</td>
</tr>
<tr>
<td>Agent's Mailing Address:</td>
<td>3909 Arctic Blvd., Suite 500</td>
</tr>
<tr>
<td>City:</td>
<td>Anchorage</td>
</tr>
<tr>
<td>State:</td>
<td>AK</td>
</tr>
<tr>
<td>ZIP:</td>
<td>99503</td>
</tr>
</tbody>
</table>

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

Form AB-01: Transfer License Application (Supplement)

Section 5 – Entity Ownership Information (con't)

<table>
<thead>
<tr>
<th>Entity Official</th>
<th>Gregory Dale Hambright</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title(s):</td>
<td>Affiliate, Director</td>
</tr>
<tr>
<td>Phone:</td>
<td>907.222.9564</td>
</tr>
<tr>
<td>% Owned:</td>
<td>0</td>
</tr>
<tr>
<td>Address:</td>
<td>3909 Arctic Blvd., Suite 500</td>
</tr>
<tr>
<td>City:</td>
<td>Anchorage</td>
</tr>
<tr>
<td>State:</td>
<td>AK</td>
</tr>
<tr>
<td>Zip:</td>
<td>99503</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Entity Official</th>
<th>Kathleen Estelle Villars</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title(s):</td>
<td>Affiliate, Director</td>
</tr>
<tr>
<td>Phone:</td>
<td>907.222.9564</td>
</tr>
<tr>
<td>% Owned:</td>
<td>0</td>
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<tr>
<td>Address:</td>
<td>3909 Arctic Blvd., Suite 500</td>
</tr>
<tr>
<td>City:</td>
<td>Anchorage</td>
</tr>
<tr>
<td>State:</td>
<td>AK</td>
</tr>
<tr>
<td>Zip:</td>
<td>99503</td>
</tr>
</tbody>
</table>
Section 6 – Other Licenses

Ownership and financial interest in other alcoholic beverage businesses:

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?

☐ Yes ☐ No

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):

SEE ATTACHED EXHIBIT A

Section 7 – Authorization

Communication with AMCO staff:

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

☑ Yes ☐ No

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

Susan Johnson, Claire Mitchell, Nealy Evans, Susannah Fitch, and Stoel Rives LLP staff are authorized for licensing and compliance matters.
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

Robert Matthew Thorpe

Printed name of transferor

Subscribed and sworn to before me this ___ day of ___ , 20__.

Signature of Notary Public

Notary Public in and for the State of ___.

My commission expires: ___.

Signature of transferor

Printed name of transferor

Subscribed and sworn to before me this ___ day of ___ , 20__.

Signature of Notary Public

Notary Public in and for the State of ___.

My commission expires: ___.
Section 9 – Transferee Certifications

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

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

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

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.

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.

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

As an applicant for a liquor license, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete.

Signature of transferee
Robert Matthew Thorpe
Printed name

Subscribed and sworn to before me this 7th day of March, 2022.

Signature of Notary Public
My commission expires: January 20, 2024.
<table>
<thead>
<tr>
<th>License Number</th>
<th>DBA</th>
<th>License Type</th>
<th>City</th>
<th>Borough</th>
<th>Community Council</th>
<th>Street Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>114</td>
<td>Brown Jug - Spedard</td>
<td>Package Store</td>
<td>Anchorage</td>
<td>Anchorage</td>
<td>Spedard</td>
<td>1200 Spedard Road</td>
</tr>
<tr>
<td>162</td>
<td>Brown Jug - Eagle River</td>
<td>Package Store</td>
<td>Anchorage</td>
<td>Anchorage</td>
<td>Eagle River</td>
<td>1222 1 Old Glenn Highway</td>
</tr>
<tr>
<td>169</td>
<td>Brown Jug - Braggard</td>
<td>Package Store</td>
<td>Anchorage</td>
<td>Anchorage</td>
<td>Russian Jack</td>
<td>1555 S Braggard</td>
</tr>
<tr>
<td>322</td>
<td>Brown Jug</td>
<td>Package Store</td>
<td>Anchorage</td>
<td>Anchorage</td>
<td>Seward</td>
<td>9200 Old Seward Hwy.</td>
</tr>
<tr>
<td>385</td>
<td>Brown Jug - Fireweed</td>
<td>Package Store</td>
<td>Anchorage</td>
<td>Anchorage</td>
<td>North Star</td>
<td>9220 Old Fireweed Lane</td>
</tr>
<tr>
<td>613</td>
<td>Brown Jug</td>
<td>Package Store</td>
<td>Wasilla</td>
<td>Matanuska</td>
<td>Seward</td>
<td>500 W Parks Highway</td>
</tr>
<tr>
<td>686</td>
<td>Brown Jug - Whaler</td>
<td>Package Store</td>
<td>Anchorage</td>
<td>Anchorage</td>
<td>Northeast</td>
<td>7927 Park Avenue</td>
</tr>
<tr>
<td>759</td>
<td>Brown Jug - Mountain View</td>
<td>Package Store</td>
<td>Anchorage</td>
<td>Anchorage</td>
<td>Mountain View</td>
<td>519 S. Kevin Street</td>
</tr>
<tr>
<td>1012</td>
<td>Brown Jug - Minnesota</td>
<td>Package Store</td>
<td>Anchorage</td>
<td>Anchorage</td>
<td>Spedard</td>
<td>3727 Spedard Road</td>
</tr>
<tr>
<td>1174</td>
<td>Brown Jug - Tudor</td>
<td>Package Store</td>
<td>Anchorage</td>
<td>Anchorage</td>
<td>University Area</td>
<td>3561 E Tudor Road Suites 1 and 10</td>
</tr>
<tr>
<td>1410</td>
<td>Brown Jug - Wasilla</td>
<td>Package Store</td>
<td>Wasilla</td>
<td>Matanuska</td>
<td>Seward</td>
<td>1300 E Seward Meridian Parkway</td>
</tr>
<tr>
<td>1461</td>
<td>Brown Jug - Warehouse</td>
<td>Package Store</td>
<td>Anchorage</td>
<td>Anchorage</td>
<td>Midtown</td>
<td>4140 Old Seward Hwy</td>
</tr>
<tr>
<td>1561</td>
<td>Brown Jug</td>
<td>Package Store</td>
<td>Anchorage</td>
<td>Anchorage</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>1581</td>
<td>Brown Jug - Independence Park</td>
<td>Package Store</td>
<td>Anchorage</td>
<td>Anchorage</td>
<td>Abbott Loop</td>
<td>2151 Abbott Loop Road</td>
</tr>
<tr>
<td>1907</td>
<td>Brown Jug - Northern Lights</td>
<td>Package Store</td>
<td>Anchorage</td>
<td>Anchorage</td>
<td>University Area</td>
<td>6000 E Northern Lights Blvd</td>
</tr>
<tr>
<td>4069</td>
<td>Brown Jug - College Mall</td>
<td>Package Store</td>
<td>Anchorage</td>
<td>Anchorage</td>
<td>Rogers Park</td>
<td>Suite A 2220 E Northern Lights Blvd</td>
</tr>
<tr>
<td>4076</td>
<td>Brown Jug - Fairbanks</td>
<td>Package Store</td>
<td>Fairbanks North Star Borough</td>
<td>Anchorage</td>
<td>Fairbanks North Star Borough</td>
<td>5550 Harold Bentley Avenue</td>
</tr>
<tr>
<td>4453</td>
<td>Brown Jug #870</td>
<td>Package Store</td>
<td>Wasilla</td>
<td>Matanuska</td>
<td>Seward</td>
<td>2451 E Sun Mountain Village Drive</td>
</tr>
<tr>
<td>4520</td>
<td>Brown Jug - Northern Lights at Spedard</td>
<td>Package Store</td>
<td>Anchorage</td>
<td>Anchorage</td>
<td>Spedard</td>
<td>12003 W Northern Lights Blvd</td>
</tr>
<tr>
<td>4558</td>
<td>Brown Jug</td>
<td>Package Store</td>
<td>Anchorage</td>
<td>Anchorage</td>
<td>Northeast</td>
<td>1106 N Muldoon Road #110</td>
</tr>
<tr>
<td>4775</td>
<td>Brown Jug - Dimond &amp; Victor</td>
<td>Package Store</td>
<td>Anchorage</td>
<td>Anchorage</td>
<td>Sand Lake</td>
<td>2203 W Dimond Blvd</td>
</tr>
<tr>
<td>5045</td>
<td>Brown Jug</td>
<td>Package Store</td>
<td>Anchorage</td>
<td>Anchorage</td>
<td>No Premises</td>
<td></td>
</tr>
</tbody>
</table>
Alaska Alcoholic Beverage Control Board

Form AB-02: Premises Diagram

What is this form?

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 is not 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 main office before any license application will be considered complete.

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.

<table>
<thead>
<tr>
<th>Licensee:</th>
<th>Liquor Stores USA North Inc.</th>
<th>License Number:</th>
<th>1561</th>
</tr>
</thead>
<tbody>
<tr>
<td>License Type:</td>
<td>Package Store</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Doing Business As:</td>
<td>Brown Jug</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Premises Address:</td>
<td>1160 Huffman Park Drive, Unit B</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>Anchorage</td>
<td>State:</td>
<td>AK</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ZIP:</td>
<td>99515</td>
</tr>
</tbody>
</table>
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.

See attached
Form AB-07: Public Notice Posting Affidavit

What is this form?

A public notice posting affidavit is required for all liquor license applications. An applicant must give notice of a liquor license application to the public by posting a true copy of the Form AB-00 (new licenses) or Form AB-01 (license transfers) for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per AS 04.11.310 and 3 AAC 304.125. The public notice must be given within the 60 days immediately preceding filing of the application.

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

Section 1 – Establishment Information

<table>
<thead>
<tr>
<th>Licensee:</th>
<th>Liquor Stores USA North Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>License Type:</td>
<td>Package Store</td>
</tr>
<tr>
<td>Doing Business As:</td>
<td>Brown Jug</td>
</tr>
<tr>
<td>Premises Address:</td>
<td>1160 Huffman Park Drive, Unit B</td>
</tr>
<tr>
<td>City:</td>
<td>Anchorage</td>
</tr>
</tbody>
</table>

Section 2 – Certification

I certify that I have met the public notice requirement set forth under AS 04.11.310 by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

Start Date: March 7, 2022

End Date: March 16, 2022

Other conspicuous location: 1501 Huffman Road, Anchorage, AK 99515 and 11700 Old Seward Highway, Anchorage, AK 99515

I declare under penalty of perjury that this form, including all attachments, schedules and statements, is true, correct, and complete.

Signature of licensee

Robert Matthew Thorpe

Printed name of licensee

Signature of Notary Public

Subscribed and sworn to before me this 17th day of March 2022.
Alaska Alcoholic Beverage Control Board

Form AB-09: Statement of Financial Interest

What is this form?

A statement of financial interest is required for all liquor license applications, per 3 AAC 304.105(b)(3). A person other than a licensee may not have a direct or indirect financial interest (as defined in AS 04.11.450(f)) in the business for which a liquor license is issued, per AS 04.11.450.

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

Section 1 – Establishment Information

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

<table>
<thead>
<tr>
<th>Licensee:</th>
<th>Liquor Stores USA North Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>License Type:</td>
<td>Package Store</td>
</tr>
<tr>
<td>Doing Business As</td>
<td>Brown Jug</td>
</tr>
<tr>
<td>Premises Address:</td>
<td>1160 Huffman Park Drive, Unit B</td>
</tr>
<tr>
<td>City:</td>
<td>Anchorage</td>
</tr>
</tbody>
</table>

| EIN: 26-3068940 | State: AK | ZIP: 99515 |

Section 2 – Certifications

The sole proprietor or entity listed above certifies that no person other than a proposed licensee listed on the liquor license application has a direct or indirect financial interest, as defined in AS 04.11.450(f), in the business for which a liquor license is being applied for.

The sole proprietor or entity listed above additionally certifies that any ownership change shall be reported to the board as required under AS 04.11.040, AS 04.11.045, AS 04.11.050, and AS 04.11.055.

I, as the sole proprietor or as an officer or stakeholder of the entity listed above, declare under penalty of perjury that this form, including all accompanying schedules and statements, is true, correct, and complete.

Robert Matthew Thorpe
Printed name of licensee

Brianna M. Keiser
Signature of Notary Public

My commission expires: January 20, 2026

Subscribed and sworn to before me this 1st day of March, 2022.

[Form AB-09] (rev 10/10/2016)
Alaska Alcoholic Beverage Control Board

Form AB-11: Creditors Affidavit

What is this form?

This form must be completed by the transferor of a liquor license in order to report all debts of and taxes owed by the business, as required by AS 04.11.280(b). The Alcoholic Beverage Control Board will deny an application for transfer of a license to another person if the Board finds that the transferor has not paid all debts or taxes arising from the conduct of the licensed business, unless the transferor gives security for the payment of the debts or taxes satisfactory to the creditor or taxing authority, per AS 04.11.360(4)(A).

This form must be completed and submitted to AMCO's main office before any application to transfer the ownership, including the controlling interest, of a license will be considered complete.

Section 1 – Transferor Information

Enter information for the current licensee and licensed establishment.

<table>
<thead>
<tr>
<th>Licensee:</th>
<th>Liquor Stores USA North Inc.</th>
<th>License Number:</th>
<th>1561</th>
</tr>
</thead>
<tbody>
<tr>
<td>License Type:</td>
<td>Package Store</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Doing Business As:</td>
<td>Brown Jug</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Premises Address:</td>
<td>1160 Huffman Park Drive Unit B</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>Anchorage</td>
<td>State: Alaska</td>
<td></td>
</tr>
<tr>
<td>Federal Tax ID # / EIN:</td>
<td>26-3068940</td>
<td>ZIP: 99515</td>
<td></td>
</tr>
</tbody>
</table>

Section 2 – Debts and Taxes Owed

Enter information for each creditor or taxing authority to which debts or taxes are owed. If there are no debts or taxes owed by the business, write “None” in the first field. You will be required to correct this form if a response of “N/A” is written in any field. Attach additional pages or documentation as necessary.

<table>
<thead>
<tr>
<th>Creditor / Taxing Authority</th>
<th>Current Valid Email or Mailing Address of Creditor</th>
<th>Amount Owed</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Form AB-11] (rev 08/31/2017)
Section 3 – Transferor Certifications

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

I certify that all debts of the business and all taxes the business owes are listed on Page 1 of this form, and that the contact information provided for each creditor is current.

Initials

I declare under penalty of perjury that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of transferor

Robert Matthew Thorpe

Printed name of transferor

Signature of Notary Public

Brianna M. Kisor

Notary Public in and for the State of Alaska

My commission expires: January 20, 2020

Subscribed and sworn to before me this 7th day of March 2022.
5751 E. MAYFLOWER CT.
Wasilla, AK 99654
(907) 352-2250 ph
(907) 352-2277 fax

UNITED STATES OF AMERICA, STATE OF ALASKA, THIRD DIVISION BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, THIS DAY PERSONALLY APPEARED BEFORE Brooke Jacquez WHO, BEING FIRST DULY SWORN, ACCORDING TO LAW, SAYS THAT SHE IS THE LEGAL AD CLERK OF THE PUBLISHED AT WASILLA AND CIRCULATED THROUGH OUT MATANUSKA SUSITNA BOROUGH, IN SAID DIVISION THREE AND STATE OF ALASKA AND THAT THE ADVERTISEMENT, OF WHICH THE ANNEXED IS A TRUE COPY, AND THAT THE RATE CHARGED THEREIN IS NOT IN EXCESS OF THE RATE CHARGED PRIVATE INDIVIDUALS, WAS PUBLISHED ON THE FOLLOWING DAYS:

PUBLICATION DATES:
11 Mar 2022, 18 Mar 2022, 25 Mar 2022

Notice Name: LSUN 225

Brooke Jacquez

VERIFICATION

STATE OF ALASKA
MATANUSKA-SUSITNA BOROUGH

Signed or attested before me on this
29 \_ day of March , A.D. 2022

Notary Public for the state of Alaska
Stoel Rives

Liquor Stores USA North Inc. dba Brown Jug located at no premise is applying for transfer of a Package Store AS 04.11.150 liquor license to 1160 Huffman Park Drive, Unit B, Anchorage. Interested persons should submit written comment to their local governing body, the applicant, and to the Alcoholic Beverage Control Board at 550 West 7th Ave. Suite 1600 Anchorage AK 99501 or alcohol.licensing@alaska.gov.

Frontiersman
Publish Dates: 3/11/22, 3/18/22, 3/25/22

CHRISTY PINKERTON
Notary Public
State of Alaska
My Commission Expires Sep 13, 2023
**Articles of Incorporation**

(PURSUANT TO NRS 78)

1. **Name of Corporation:**
   - Liquor Stores USA North Inc.

2. **Resident Agent:**
   - Name: The Corporation Trust Company of Nevada
   - Address: 610 North Road, Suite 520, Reno, Nevada 89501
   - City: Reno
   - Zip Code: 89501
   - Physical Street Address: (Mandatory)
   - City: Reno
   - State: Nevada
   - Zip Code: 89501

3. **Number of Shares:**
   - Number of shares: 100
   - Per share: $1.00
   - Without par value: 100

4. **Name & Address of the Board of Directors/Trustees:**
   - 1. Rick Crook
      - Address: 300 10508 32 Ave, Edmonton, Alberta T6E 2A9
   - 2. Russ Watson
      - Address: 7323 N Scottsdale Road, Suite 210, Scottsdale, AZ 85253
   - 3. John Hamilton
      - Address: 4420 Chickadee Way, Blaine, WA 98230

5. **Purpose:**
   - The purpose of this Corporation shall be:

6. **Signatures:**
   - 1. Rick Crook
     - Signature

7. **Certificates of Acceptance of Appointment of Resident Agent:**
   - Certificate of Acceptance of Appointment of Resident Agent
   - Date: 02/26/2008
Certificate of Amendment
(PURSUANT TO NRS 78.385 AND 78.390)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

Certificate of Amendment to Articles of Incorporation
For Nevada Profit Corporations
(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation:
Liquor Stores USA North Inc.

2. The articles have been amended as follows: (provide article numbers, if available)

Article 3. Shares: This corporation is authorized to issue one class of stock to be designated Common Stock. The total number of shares which the Corporation is authorized to issue is One Hundred Million (100,000,000) shares, having a par value of $0.001 per share.

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise a least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is: 100% vote in favor of amendment

4. Effective date of filing: (optional) (must not be later than 90 days after the certificate is filed)

5. Signature: (required)

Signature of Officer

*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees

Nevada Secretary of State
Revised: 3/09
STATE OF NEVADA

ROSS MILLER
Secretary of State

SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings

OFFICE OF THE
SECRETARY OF STATE

Filing Acknowledgement

February 26, 2008

Job Number
C20080229-0293

Corporation Number
E0136152008-2

Filing Description
Articles of Incorporation

Document Filing Number
20080139745-19

Date/Time of Filing
February 26, 2008 06:58:45 AM

Corporation Name
LIQUOR STORES USA NORTH INC.

Resident Agent
CORPORATION TRUST COMPANY OF NEVADA

The attached document(s) were filed with the Nevada Secretary of State, Commercial Recordings Division. The filing date and time have been affixed to each document, indicating the date and time of filing. A filing number is also affixed and can be used to reference this document in the future.

Respectfully,

ROSS MILLER
Secretary of State

Commercial Recording Division
202 N. Carson Street
Carson City, Nevada 89701-4069
Telephone (775) 684-5706
Fax (775) 684-7138

55 of 212
Project Overview
Huffman Location

Brown Jug

Contact Information:
Ana Fisk
VP Liquor Stores USA North Inc.
dba Brown Jug
907-222-9500
afisk@afognak.com
Brown Jug: Under New Management

• Since acquiring Brown Jug a year and a half ago, Afognak Commercial Group has endeavored to be great community members in the areas in which we operate. Afognak is proud to have donated $2M to Covenant House last year, in addition to the $150k raised by Brown Jug for a variety of non-profits in Anchorage including Food Bank, ASPCA, Friends of Pets, and the SeaLife Center.

• Brown Jug most recently completed a fundraiser for a $15k donation to Dollars for Dogs which will fund a new police dog for APD.
April 28, 2022

Dear Council,

We would like to offer a letter of support to Afognak Native Corporation as a key community partner and investor in the critical work we are doing in helping young people who are experiencing human trafficking and exploitation. Last year, Covenant House Alaska had a unique opportunity to create "Covey Academy," a vocational training center that offers 10 new units of on-site workforce housing to at-risk youth.

Afognak recognized the potential of this project as a game-changing opportunity to get Alaska's most vulnerable young people trained and back into the workforce. Afognak provided a lead investment of $2 million to renovate a building that will become Covey Academy. The Academy will provide intensive vocational training, apprenticeships, job placement, housing support and all the comprehensive services it takes to get homeless youth stable and thriving. We believe this is the best approach to stopping cycles of homelessness and creating a stronger economy.

With Afognak's investment, Covey Academy may not have been possible. Now we are scheduled to open this July. Afognak and Brown Jug leadership have and continue to demonstrate their commitment to community investments and to supporting impactful organizations helping those in need. We are eager to continue partnering with Afognak to find pathways that will get Alaskans back to work as we find our way out of the pandemic. We deeply appreciate their support as a key investor and champion for young vulnerable Alaskans.

Sincerely,

Alison E. Klar
Chief Executive Officer
Covenant House Alaska
907-339-4203

Supporting Local Organizations
Responsible Community Members

- As an organization committed to keeping our employees and customers safe and preventing underage and illegal drinking, we also installed PatronScan systems in 4 stores in 2021. PatronScan is an exterior mounted ID scanner which keeps the front entrance to a store locked until a valid ID is scanned. This has reduced crime in those stores by 92%, and has prevented underage, expired, or fake IDs from being used to enter our locations as well as dispersed criminal activity in those areas. We are looking forward to the installation of 4 more PatronScan systems this year.
Proposed Brown Jug Location

- Brown Jug would like to become one of the two lessees in the new building under construction behind Sonic. The other proposed lessee is Starbucks who will not have a liquor license. Brown Jug intends to sell alcohol and tobacco products. We are not licensed to sell marijuana products and have no intentions of pursuing that industry.

Proposed location behind Sonic
Why this location?

- Brown Jug intends on building out a safe, upscale, and posh space that has a boutique ambiance and carefully curated selection of products, attracting and serving a customer base not catered to at this time.
- Will be selling liquor, beer, and wine, tobacco products and non-alcoholic

Sample inspiration photos
Traffic Considerations

Relating to any traffic congestion in the area, we really felt that Brown Jug is a good fit with a Starbucks as the other lessee in the building for this very reason. Starbucks’ busiest hours are from 7 am – 3 pm, and Brown Jug’s busiest hours are typically from 3 pm – 11 pm. Operationally we felt this did not add an unfair burden to the area and was really a best-case scenario for the new building going in.

This is a convenient stop for vehicles already in the area, shopping on their way home or at the other businesses in the area.
Traffic Considerations

Huffman Road between Old Seward Hwy and Elmore Street is officially designated as a Minor Arterial II, according to the Official Streets and Highway Plan published by the Municipality of Anchorage.

A Citizen's Advisory Committee made up of representatives from each of the Community Councils affected by changes in street classifications in this 2014 revision provided an important contribution to the process.

<table>
<thead>
<tr>
<th>Facility Type</th>
<th>Street Class</th>
<th>Number of Lanes</th>
<th>Minimum ROW Width</th>
<th>Average Annual Daily Traffic</th>
</tr>
</thead>
<tbody>
<tr>
<td>Freeway</td>
<td>V</td>
<td>Variable</td>
<td>150'</td>
<td>Over 20,000</td>
</tr>
<tr>
<td>Expressway</td>
<td>IV</td>
<td>4 - 6</td>
<td>120'</td>
<td>Over 20,000</td>
</tr>
<tr>
<td>Major Arterial</td>
<td>III</td>
<td>4</td>
<td>100'</td>
<td>Over 20,000</td>
</tr>
<tr>
<td></td>
<td>IIIA</td>
<td>4 - 6</td>
<td>130'</td>
<td>Over 20,000</td>
</tr>
<tr>
<td></td>
<td>IIIC</td>
<td>4</td>
<td>60'</td>
<td>Over 20,000</td>
</tr>
<tr>
<td>Minor Arterial</td>
<td>II</td>
<td>2 - 4</td>
<td>80'</td>
<td>10,000 - 20,000</td>
</tr>
<tr>
<td></td>
<td>IIA</td>
<td>2 - 4</td>
<td>80'</td>
<td>10,000 - 20,000</td>
</tr>
</tbody>
</table>

Collector
Commercial/Industrial Collector
Neighborhood Collector
Neighborhood Collector
* Rural Collector
Local
* Country Lane

50' - 60'
30' - 50'

* Average number of vehicle trips per day
** Does not include right-of-way needed for frontage roads or interchanges.
Traffic Considerations

Kinney Engineering performed a traffic report in 2021, showing that the potential total trips for the corridor could be 8,167 (cited). This is an increase of 3,299 daily weekday trips and yet well below annual average for a Minor Arterial II roadway.

A revision analysis by Kinney Engineering was done in 2022, taking into consideration the planned ~4,636 SF of retail space for Brown Jug. This revision reduces the initial trips cited by 167, for a total of 493 new trips. In the original report, Brown Jug came second to last in daily weekday trips compared to the other 8 businesses in the area. This impact would be lower, as there were no considerations of existing established trips with a modified route to shop at Brown Jug.

From the report: "...we can qualitatively reason that some of the trips generated by liquor store will be captured by other uses (and vice-versa) and thus reduce the traffic impacts on roadways that result from the liquor store."
Liquor License Congestion

We understand that Alaska Denali Winery is permanently closing, making the net total active liquor licenses the same for the CC area even with the addition of Brown Jug. With the vast difference in type of business and product offerings, Brown Jug is a great fit for this area without oversaturation.

Of the total licenses that are associated with the OSOV CC, only 27% (3 of 11) are package stores. The type of license should weigh heavily on the discussion, since each type dictate the services allowed to public.

There is no congestion of package stores in this area and Brown Jug will not detract from property value or overall comfort of life with the model and store type being proposed.
Competition Benefits the Customer

- Allowing Brown Jug to enter the Old Seward Oceanview area will provide customers with:
  - Lower prices
  - Higher quality goods
  - Greater variety
  - More innovation
Questions?
LEASE

BETWEEN

WOOD RIVER PARK INVESTMENT GROUP, LLC
(“LANDLORD”)

AND

LIQUOR STORES USA NORTH INC., d/b/a Brown Jug
(“TENANT”)

Effective as of

January __, 2022
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LEASE

This LEASE (this “Lease”) is made this __ day of January, 2022 (the “Effective Date”), by and between WOOD RIVER PARK INVESTMENT GROUP, LLC, an Alaska limited liability company ("Landlord"), and LIQUOR STORES USA NORTH INC., a Nevada corporation, d/b/a Brown Jug ("Tenant").

1. Basic Lease Information.

1.1. “Real Property” means the parcel of real property with an address of 1160 Huffman Park Drive, Anchorage, legally described on Exhibit A and referred to as “Fragment Lot 2” in the Declaration. Landlord reserves the right to replat the Real Property from time to time in connection with the Fragment Lots, provided such replat will not materially and adversely impact Tenant.

1.2. “Building” means the approximately 7,116 rentable square feet building currently being constructed by Landlord on the Real Property, as depicted on Exhibit B. The rentable square footage of the Building (the “Rentable Square Footage of the Building”) shall be measured in accordance with the ANSI/BOMA 265.1-1996 Standard method of measurement prior to the Delivery Date and set forth in a written instrument, substantially in the form attached as Exhibit C (the “Commencement Letter”), executed by the parties as an addendum to this Lease.

1.3. “Premises” means that portion of the Building comprising approximately 4,658 square feet, as depicted on the site plan attached hereto as Exhibit B. The rentable square footage of the Premises (the “Rentable Square Footage of the Premises”) shall be measured in accordance with the ANSI/BOMA 265.1-1996 Standard method of measurement prior to the Delivery Date and set forth in the Commencement Letter, executed by the parties as an addendum to this Lease.

1.4. “Base Rent”: For the period beginning on the Rent Commencement Date until the day prior to the four (4)-year anniversary thereof, the monthly Base Rent shall be $3.15 per Rentable Square Footage of the Premises, on a triple net basis; provided, however, that if the Rent Commencement Date is not the first (1st) day of a calendar month, then the period shall include any days between the Rent Commencement Date and the first (1st) day of the first (1st) calendar month after the Rent Commencement Date ("Stub Period"), and shall end on the day prior to the four (4)-year anniversary thereof. Commencing on the four (4)-year anniversary of the Rent Commencement Date, and again on the eight (8)-year anniversary of the Rent Commencement Date, Base Rent shall be increased as set forth below.

<table>
<thead>
<tr>
<th>Period</th>
<th>Monthly Base Rent per Rentable Square Footage of the Premises</th>
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<tbody>
<tr>
<td>Year 1 (and any Stub Period) – Year 3</td>
<td>$3.15</td>
</tr>
<tr>
<td>Year 4 – Year 7</td>
<td>$3.35</td>
</tr>
<tr>
<td>Year 8 – Year 10</td>
<td>$3.50</td>
</tr>
</tbody>
</table>
1.5. "Initial Term" means, subject to Section 3.1, a period commencing on June 1, 2022 (the "Commencement Date"), and, unless terminated early or extended in accordance with this Lease, ending on the date (the "Termination Date") that is (i) the ten (10)-year anniversary date of the Rent Commencement Date, or (ii) if the Rent Commencement Date is not the first (1st) day of a calendar month, then the ten (10)-year anniversary date of the last day of the first (1st) calendar month after the Rent Commencement Date. The Initial Term and any Renewal Terms shall be collectively referred to as the "Term."

1.6. "Rent Commencement Date" means, subject to Section 3.1, the date that is one hundred twenty (120) days after the Commencement Date. In addition to the Rentable Square Footage of the Premises and the Rentable Square Footage of the Building, the parties shall set forth the Rent Commencement Date, the Commencement Date, the Termination Date and Tenant’s Pro Rata Share in the Commencement Letter.

1.7. "Tenant’s Pro Rata Share" means Tenant’s proportionate share of costs attributable to or otherwise allocable to the Premises pursuant to the terms of this Lease, which is equal to the ratio of the size that the Rentable Square Footage of the Premises bears to the Rentable Square Footage of the Building. As of the Effective Date, Tenant’s Pro Rata Share is estimated to be 65.45%, subject to adjustment in the Commencement Letter.

1.8. "Licensee Relationships": The parties acknowledge that Andrew Ingram of Jack White Commercial represented Landlord ("Landlord’s Licensee"), and that Mark Filipenko of Bond Filipenko Commercial Properties, LLC and Albert Circosta of Infinity Commercial Real Estate (collectively "Tenant’s Licensee" and, together with Landlord’s Licensee, the "Licensees") represented Tenant, in connection with this lease transaction. Landlord and Tenant acknowledge receiving a copy of the Alaska Real Estate Commission Consumer Disclosure. Landlord agrees to pay a leasing commission to the Licensees pursuant to the terms of a separate written agreement.

1.9. "Permitted Use": Subject to the terms of this Lease and the Declaration, Tenant may use the Premises for the operation of a retail package liquor store, for the sale of liquor, beer, and wine, and related products. In addition, Tenant may from time-to-time host catered events at the Premises, which events will be subject to Landlord’s prior written consent, which consent Landlord will not unreasonably withhold, all rules and regulations of the Property, and Law. The Premises shall be used and occupied only for the foregoing purposes, and for no other purpose. Subject to the Prohibited Uses, the Permitted Use is exclusive to Tenant on the Property, and Landlord agrees that it shall not suffer or permit any other owner, tenant or other occupant of the Property (other than Tenant) to lease, sublease, rent, use or occupy any part of the Property, or on any adjacent fragment lot covered by the Declaration, for the operation of any type of business similar to the Permitted Use.

1.10. "Notice Addresses":

Tenant: Liquor Stores USA North Inc.
d/b/a Brown Jug
3909 Arctic Blvd., Ste. 500
Anchorage, Alaska 99503
Attn: Ana Fisk

Lease (Liquor Stores USA North Inc. d/b/a Brown Jug) Page 2
With a copy to:
Afognak Native Corporation
3909 Arctic Blvd., Ste. 500
Anchorage, Alaska 99503
Attn: Chief Legal Officer & General Counsel

Landlord:
Wood River Park Investment Group, LLC
3801 Centerpoint Drive, Suite 101
Anchorage, Alaska 99503
Attention: Andrew Ingram

Rent (defined in Section 5.1) is payable to the order of Wood River Park Investment Group, LLC, at the following address:

Wood River Park Investment Group, LLC
c/o Jack White Commercial
3801 Centerpoint Drive, Suite 101
Anchorage, Alaska 99503
Attention: Hanna Dickinson

1.11. “Landlord Work” means the work in connection with the build-out of the Premises by Landlord in accordance with Section 3.1 below and Exhibit D.

1.12. “Tenant Work” means Tenant’s work to build-out the interior of the Premises in accordance with Section 3.2 below.

1.13. “Law(s)” means all applicable statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity in the State of Alaska and federally.

1.14. “Parking Area” means the parking field serving the Building located on the Real Property.

1.15. “Delivery Date” means the date all of the following conditions are satisfied: (i) Landlord notifies Tenant in writing that it has substantially completed the Landlord Work (as defined in Section 3.1 below) and provides a conditional certificate of occupancy; and (ii) the Premises are accessible to Tenant. Landlord and Tenant acknowledge and agree that the foregoing conditions are the only conditions necessary for the Delivery Date to occur and that the Tenant Work shall be completed after the Delivery Date. Upon occurrence of the Delivery Date, Landlord shall deliver the Commencement Letter to Tenant. The Commencement Letter will be accompanied by a letter from the architect for the Landlord, confirming the following: (i) that the construction is completed consistent with the specifications as set forth in Exhibit D (Work Letter); (ii) the total rentable square feet of the Building; (iii) the total rentable square feet of the Premises; and (iv) Tenant’s Pro Rata Share. On or before five (5) days after Tenant’s receipt of the Commencement Letter, Tenant shall at its option either (a) execute and deliver the Commencement Letter to Landlord, or (b) notify Landlord in writing of any objection of Tenant to the terms of the Commencement Letter, upon which the parties shall negotiate in good faith regarding Tenant’s
objection(s) and the final terms of the Commencement Letter, but if the parties are not able to agree regarding Tenant’s objections and the final terms of the Commencement Letter within fifteen (15) days following the delivery of Tenant’s objections, then the parties may agree mutually to extend the time to negotiate and finalize the Commencement Letter. If Tenant fails to object to the Commencement Letter within thirty (30) days from Landlord’s initial delivery of the Commencement Letter to Tenant, then the terms set forth in the Commencement Letter delivered to Tenant shall be automatically deemed conclusive as to Tenant as to the matters set forth therein.

1.16. “Property” means the Building and the Real Property.

1.17. “Declaration” means that certain Declaration of Protective Covenants and Restrictions for Huffman Commons Subdivision Fragment Lots 1-3, dated as of January 20, 2022, recorded on January 20, 2022, as Instrument No. 2022-002819-0, in the records of the Anchorage Recording District, Third Judicial District, State of Alaska, as may be amended from time to time. Tenant acknowledges that, as of the Effective Date, Tenant has received and reviewed a copy of the Declaration, accepts the same and agrees to comply with the terms thereof in all respects.

1.18. “Fragment Lots” has the meaning set forth in the Declaration.

1.19. “Project Costs” has the meaning set forth in the Declaration.

2. Lease Grant. Subject to the terms and conditions of this Lease, Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord.

3. Landlord Work, Possession and Commencement Date Adjustment; Tenant Work; Signage.

3.1. Landlord Work, Possession and Commencement Date Adjustment. Tenant acknowledges that Landlord is in the process of constructing the Building in which the Premises shall be located. Landlord shall be responsible for completing construction of the Building in a gray shell condition and in accordance with Exhibit D and represents and warrants that the Premises and Building, when delivered, will be substantially similar to the specifications in Exhibit D and shall enforce at Tenant’s request, any warranties applicable to the new construction and material provided as part of Landlord’s Work. All of the Landlord Work (including all common areas even if not constructed by Landlord but under the provisions of the Declaration) shall be completed in a good and workmanlike manner and in compliance with all Laws, including the requirements of the Americans With Disabilities Act of 1990, 42 U.S.C. §12101 et seq. (the “ADA”).

Landlord shall construct the Building and perform the Landlord Work in the Premises at Landlord’s sole cost and expense. Landlord shall obtain all licenses, permits and approvals in connection with the Landlord Work. The Landlord Work does not include the build-out of the interior Premises, which shall be performed by Tenant or Tenant’s general contractor, which contractor shall be subject to Landlord’s reasonable approval, and further subject to the terms of Section 3.2 below.
(A) Subject to the terms of this Section 3.1, Landlord shall deliver the Premises, and Tenant shall take possession of and accept the Premises, on the Commencement Date. If the Delivery Date occurs on a date later than June 1, 2022, provided the delay is through no fault of Tenant, and is not caused by Tenant or Tenant’s Work, the Commencement Date shall be adjusted to the day after the Delivery Date, provided that in no event shall the Commencement Date be later than the date Tenant takes occupancy of the Premises. For the avoidance of doubt, in the event the Delivery Date is delayed due to the fault of Tenant or is caused by Tenant or Tenant’s Work, the Commencement Date shall not be adjusted to accommodate such delays. If Tenant takes occupancy of a portion of the Premises prior to June 1, 2022 (which occupancy shall be subject to Landlord’s approval), unless otherwise agreed in writing by Landlord and Tenant, the terms of this Lease shall apply to the portion of the Premises so occupied by Tenant.

In the event that the Delivery Date does not occur on or prior to June 1, 2022 due to Landlord Delay (as defined below), then Tenant agrees that Landlord shall not be liable for any damages and that this Lease shall not be void or voidable, and that Tenant’s only remedy shall be that: the Rent Commencement Date shall be delayed day-for-day for each day of delayed possession from June 2, 2022 through July 1, 2022; the Rent Commencement Date shall be delayed two (2) days for each day of delayed possession from July 2, 2022 through November 1, 2022; and if the Delivery Date does not occur on or prior to November 1, 2022, this Lease shall then become voidable at the option of Tenant upon ten (10) days’ written notice to Landlord, provided that if the Delivery Date occurs later than November 1, 2022 but prior to Tenant giving such notice or the lapse of the ten (10)-day notice period, then this Lease shall not be voidable. As used herein, the term “Landlord Delay” means any delay in the Delivery Date that is a result of the performance or completion of the Landlord Work or any other work or activity by a party employed by Landlord, including any of Landlord’s employees, agents, contractors, subcontractors and materialmen, and that is not caused, directly or indirectly, by Tenant.

(B) Prior to the Premises being delivered to Tenant, a representative of Landlord and a representative of Tenant shall walk through the Premises and jointly prepare a list of items which, in the mutual opinion of Landlord and Tenant, have not been fully completed or which require repair (the “Punchlist Items”), which list may be supplemented jointly by Landlord and Tenant. Landlord shall cause its contractor to complete or repair the Punchlist Items within ten (10) days, or such longer period to the extent reasonably required to complete or repair such Punchlist Items, after the date of the “walk-through,” and Tenant acknowledges that such date may be after the Delivery Date.

(C) Following the Delivery Date, Tenant’s acceptance of the Premises shall certify that, as of the Commencement Date, Tenant has inspected the Premises and is familiar with its condition, and Landlord makes no representations or warranties with respect thereto, except for the express representations and warranties of Landlord herein. Further, within ten (10) days after receipt of Landlord’s written request, Tenant shall execute an estoppel certificate or similar document in favor of Landlord and/or Landlord’s construction, term and/or refinance lender(s), certifying Tenant’s acceptance of the Premises and absence of known, outstanding claims against Landlord in connection with the construction of the Premises and/or the Landlord Work, except as to Punchlist Items, if any, as well as any contractor or material warranty items that may arise,

Lease (Liquor Stores USA North Inc. d/b/a Brown Jug)
provided that such certificate shall not act as a waiver of any latent defects or a waiver of any of
the express representations or warranties of Landlord provided herein.

3.2. Tenant Work. Except to the extent the parties otherwise agree pursuant to this
Section 3.2, Tenant shall, at Tenant’s sole cost and expense, design, plan and perform, and
otherwise be responsible for, the Tenant Work, including, without limitation, obtaining all permits,
licenses and approvals in connection therewith, and in connection with exterior Building signage
under Section 3.3, and constructing or obtaining any improvements or modifications to the
Building or the Real Property or Fragment Lots common areas surrounding the exterior of the
Building which are damaged as a result of the Tenant Work. All of the Tenant Work shall be
completed in a good and workmanlike manner and in compliance with all Laws, including the
requirements of the Americans With Disabilities Act of 1990, 42 U.S.C. §12101 et seq. (the
“ADA”).

As of the Effective Date, Tenant has completed a preliminary design plan for the Premises.
Promptly after the Effective Date but in no event more than thirty (30) days after the Effective
Date, Tenant shall deliver a full set of architectural and engineered mechanical, electric and
plumbing (“MEP”) drawings for the Premises. Within ten (10) business days after receipt,
Landlord shall (i) approve and return the MEP drawings to Tenant, or (ii) provide Tenant with
Landlord’s written requested changes, in which event Tenant shall have the MEP drawings revised
and resubmitted to Landlord for approval within ten (10) business days after receipt. The final
approved MEP drawings shall be referred to as “Tenant’s Plans.” In the event that Landlord’s costs
for constructing the Building or the Landlord Work are increased by reason of delays caused or
occasioned by Tenant’s failure to timely deliver MEP drawings or revisions thereto to Landlord,
Tenant shall promptly reimburse Landlord therefor.

In connection with the parties’ review and approval of the Tenant’s Plans, Tenant shall
provide to Landlord Tenant’s installation plans for the Tenant Work (the “Preliminary Interior
Plans”), which shall be reviewed and approved by Landlord in a reasonable timeframe. Upon
approval, the approved Preliminary Interior Plans shall be considered the “Final Interior Plans.”
Landlord shall not unreasonably withhold its approval in connection with any plans for the Tenant
Work. Upon the Delivery Date or at such earlier time as Landlord may agree in writing, Tenant
may, at its sole cost and expense, commence the Tenant Work in accordance with the Final Interior
Plans and the terms of this Lease.

Landlord shall provide Tenant with an allowance (the “Tenant Allowance”) to offset
Tenant’s hard costs of construction of the Tenant Work as follows: Fifty Dollars ($50.00) per
Rentable Square Footage of the Premises, or Two Hundred Twenty-Eight Thousand Seven
Hundred Dollars ($228,700.00), subject to adjustment at the Delivery Date per Section 1.3. Tenant
may use the Tenant Allowance toward the cost of the Tenant Work. The Tenant Allowance shall
be distributed as follows: not more than monthly after the Delivery Date, Tenant may present to
Landlord a standard American Institute of Architects pay request form for payment prepared by
Tenant’s general contractor, together with lien waivers from general contractor and conditional
lien waivers from subcontractors and material suppliers with individual contracts in excess of One
Thousand Dollars ($1,000.00,) for all work, material and labor furnished in connection with the
Tenant Work. Attached to the pay request, Tenant shall provide a breakdown of the cost applicable
to the request and Landlord shall, within thirty (30) days of receipt, pay that portion of the invoice to Tenant from the Tenant Allowance for Tenant to remit to the general contractor. Upon submission of final application for payment, Tenant’s general contractor will submit the “MOA certificate of occupation” to Tenant and lien releases by the general contractor and subcontractors. Tenant shall not be entitled to use any portion of the Tenant Allowance for any items other than hard construction costs, permits and architectural design costs for the Tenant Work. All costs of the Tenant Work in excess of the Tenant Allowance shall be paid directly by Tenant.

Upon substantial completion of the Tenant Work, Landlord’s representative and Tenant’s representative shall jointly examine the Premises and shall compile a list of any remaining items of work which Tenant may be obligated to complete, and Tenant shall use reasonable efforts to cause its general contractor to complete or repair such remaining items within thirty (30) days after the date of the “walk-through.”

3.3. Signage. Subject to any pre-existing rights, Tenant, at its sole cost and expense, shall be permitted to: (i) affix signage on the Building in the maximum size permitted by Law; and (ii) an allocated tenant slot on any monument sign that Landlord constructs for the Building (which shall be at Landlord’s sole cost and expense). All signage hereunder and any other exterior signage shall be subject to the terms of the Declaration and Landlord’s prior review and written approval, which shall not be unreasonably withheld or delayed. In addition, Landlord’s prior written approval, which approval shall not be unreasonably withheld or delayed, shall be required in connection with the methods used for the installation and construction of all signage.

4. Options to Renew. Tenant shall have two (2) options (each a “Renewal Option”) to extend the Term for a period of sixty (60) months each (each, a “Renewal Term”), upon the same terms and conditions as are set forth in this Lease, except that Base Rent shall be increased at the commencement of each Renewal Term by a figure which is equal to two and one-half percent (2.5%) above the then-current Base Rent. Each Renewal Option shall be exercised, if at all, by Tenant giving written notice (the “Exercise Notice”) to Landlord at least one hundred eighty (180) days prior to the expiration of the then existing term. Exercise of the Renewal Option shall be conditioned upon Tenant not being in default beyond any applicable cure period at the time of it giving its Exercise Notice.

5. Rent.

5.1. Base Rent. As consideration for this Lease, Tenant shall pay Landlord, without any setoff or deduction (except as specifically provided for herein), the total amount of Base Rent and Additional Rent due for the Term. Additional Rent and Base Rent are collectively referred to as “Rent.” During the Term, Tenant shall pay Landlord a fixed Base Rent as set forth in Section 1.4. Tenant shall pay and be liable for all rental, sales and use taxes (but excluding Landlord’s income taxes and the other taxes referenced as exclusions in Section 7.1), if any, imposed upon or measured by Rent under any Law. Base Rent shall be paid on a monthly basis and is due and payable in advance by the first (1st) day of each calendar month without notice or demand, provided that the first (1st) installment of Base Rent for the first (1st) calendar month after the Rent Commencement Date (and any Stub Period), plus Three Thousand Two Hundred Ninety-Three and 28/100 Dollars ($3,293.28), which shall be applied toward Tenant’s obligations under
Section 6.2 and Section 7.2 hereunder for the first (1st) calendar month after the Delivery Date, shall be paid on the Effective Date. All other items of Rent (including, without limitation, any amount due in excess of the first (1st) installment of Base Rent and the first (1st) installment of Tenant’s Pro Rata Share of Insurance, Tenant’s Pro Rata Share of Operating Expenses, and Tenant’s Pro Rata Share of Tax Rent (as such terms are defined in Section 6.2 and Section 7.2 below, respectively) paid pursuant to the immediately preceding sentence as a result of the remeasurement of the Premises and the Building) shall be due and payable by Tenant on or before thirty (30) days after billing by Landlord. All payments of Rent shall be by good and sufficient check or by other means (such as electronic transfer) reasonably acceptable to Landlord. If Tenant fails to pay any item or installment of Rent when due, Tenant shall pay Landlord an one-time administration fee equal to five percent (5%) of any Rent that is past due; provided, however, that no late fee will be charged against a rent payment sent with postage prepaid that is mailed on or before the due date, but received after the due date. If the Term terminates on a day other than the last day of a calendar month, the monthly Base Rent shall be prorated based on the number of days in such calendar month. Landlord’s acceptance of less than the correct amount of Rent shall be considered a payment on account of the earliest Rent due. No endorsement or statement on a check or letter accompanying a check or payment shall be considered an accord and satisfaction, and either party may accept the check or payment without prejudice to that party’s right to recover the balance or pursue other available remedies. Tenant’s covenant to pay Rent is independent of every other covenant in this Lease. Except as specifically stated otherwise herein, the parties intend the Base Rent to be absolutely net to Landlord, and that all costs, expenses and obligations of every kind and nature whatsoever in connection with or relating to the Premises shall be the obligation of, and paid by, Tenant, except as specifically stated otherwise in this Lease.

5.2. **Additional Rent.** In addition to the Base Rent under Section 5.1, Tenant shall pay Landlord as additional rent ("Additional Rent") all sums, costs, expenses, taxes and other payments which Tenant assumes or agrees to pay under the provisions of this Lease, which obligation shall commence on the Commencement Date. Additional Rent shall be paid to Landlord in lawful money of the United States without abatement, deduction or set-off for any reason whatsoever, except as specifically stated otherwise herein. Additional Rent shall be paid promptly when due. Except as specifically stated otherwise herein, the parties intend the Additional Rent to be absolutely net to Landlord, and that all costs, expenses and obligations of every kind and nature whatsoever in connection with or relating to the Premises shall be the obligation of, and paid by, Tenant.

5.3. [Intentionally Omitted].

6. **Operations, Maintenance and Utilities.**

6.1. **Tenant Obligations.** This Lease is “triple net,” and, except as specifically stated otherwise herein, all costs, expenses and obligations associated with the Premises during the Term shall be borne and paid by Tenant, including, without limitation: all expenses and costs for maintaining, servicing, operating and repairing (including replacement) the Premises and the equipment and personal property used in conjunction therewith, including, without limitation, the costs of repair and maintenance of doors, storefront, windows, ceilings, interior walls, interior side of perimeter walls, lighting and lighting fixtures, glass, floor surfaces and entryways, supplies and
cleaning services, janitorial services, services of independent contractors, exterior Building signage, maintenance, repairs or replacement of any electrical, mechanical, heating, cooling, sprinkler (exclusively serving the Premises), alarm, plumbing or other systems or portions thereof (exclusively serving the Premises), security, licenses, permits and inspection fees. Tenant, at its sole cost and expense, shall: (a) be solely responsible for operation of the Premises during the Term; (b) operate the Premises in compliance with all applicable Laws and the terms of the Declaration; (c) be responsible for obtaining any and all permits and approvals necessary for operation of the Premises during the Term; (d) be solely responsible for all the utilities and services needed for operation of the Premises during the Term, including paying for the costs of electric, gas, water, telephone and internet services for the Premises on a direct meter basis; and (e) be solely responsible for maintenance and repair of the Premises during the Term, except for warranty items during the first (1st) year after the Commencement Date and except as specifically stated otherwise herein. Tenant shall transfer all applicable utilities into its name on or immediately after the Commencement Date. To the extent that any costs, expenses or obligations that are Tenant’s responsibilities hereunder are paid by Landlord, Tenant shall pay Landlord the amount so paid as Additional Rent.

In addition, Tenant shall pay to Landlord, as Additional Rent, Tenant’s Pro Rata Share of Insurance and Tenant’s Pro Rata Share of Operating Expenses as set forth in Section 6.2 below, and Tenant’s Pro Rata Share of Tax Rent as set forth in Section 7.2 below, which obligation shall commence on the Commencement Date.

In connection with Tenant’s obligation to pay Tenant’s Pro Rata Share of Operating Expenses that comprise Tenant’s proportionate share of Project Costs, Landlord agrees to promptly deliver copies of information received from the applicable declarant, operator, or other third party giving the basis for such charges, and to reasonably cooperate with Tenant in the event that Tenant desires to audit the same, provided that in no event shall Tenant have greater audit rights than Landlord has under the Declaration, and provided further that Tenant shall reimburse Landlord for any expenses incurred by Landlord in connection with Tenant’s audit.

(i) Odor. Tenant agrees to exercise special care in its handling of garbage, waste and refuse and will remove such materials from the Premises as frequently as is necessary in order to eliminate all offensive odors.

(ii) Pests. Tenant agrees that it will properly store its products, regularly clean and exterminate the Premises as needed, and take all measures necessary to prevent rodents, vermin, insects and other pests from entering the Premises or from entering adjacent and surrounding areas from the Premises. Tenant further agrees that, in the event any such pests are discovered in or about the Premises, Tenant will promptly take all necessary and appropriate measures to relieve the Premises and adjacent and surrounding areas of such pests. Tenant agrees to exercise special care in its handling of garbage, waste and refuse and will remove such materials from the Premises as frequently as is necessary in order to prevent pests from entering the Premises and adjacent and surrounding areas.
(iii) **Medical and Hazardous Waste.** Tenant, at Tenant’s sole cost and expense, shall be responsible for medical, biological, special, and infectious waste removal for the Premises in accordance with all applicable Laws. Tenant shall not permit undue accumulations of garbage, trash, rubbish or other refuse within the Premises and shall keep all refuse in proper containers until disposal of such refuse in the refuse containers provided by Landlord. Tenant shall not permit the mixing or disposal of any hazardous substances, wastes or materials or any medical, biological, special or infectious with the general refuse and Landlord shall have no duty or obligation to remove any hazardous substances, wastes or materials or any medical, special or infectious waste from the Premises.

6.2. **Landlord’s Obligations; Tenant’s Pro Rata Share of Insurance and Operating Expenses.**

(i) Landlord shall maintain in good condition the structural parts of the Building which shall include the foundation, load bearing and exterior walls, subflooring and roof; and any latent defects in construction of the initial Premises, all at its sole cost and expense. Landlord shall also be responsible for providing, or causing to be provided, the following services: snow and ice removal, refuse removal and water and sewer services, ground maintenance, and the maintenance and repair of landscaping, Parking Area and common area walkways, access roads and entrances and other services described below (the “Landlord Services”).

(ii) In consideration of Landlord’s provision of the Landlord Services and in connection with other costs of Landlord with respect to the Premises, Tenant shall pay Landlord, as Additional Rent, Tenant’s Pro Rata Share of Insurance and Tenant’s Pro Rata Share of Operating Expenses. “**Insurance**” means premiums and other charges incurred by Landlord for insurance on the Property, including: (A) fire insurance, extended coverage insurance, and earthquake (if consented to by Tenant), windstorm, hail, and explosion insurance; (B) public liability and property damage insurance; (C) boiler and machinery insurance; sprinkler leakage, water damage, water damage legal liability insurance; burglary, fidelity, and pilferage insurance on equipment and materials; and (D) other insurance as is customarily carried by operators of comparable buildings in the Anchorage area. In no event will “Insurance” include any premium increases due to violations by Landlord or other tenant of any applicable Law. “Operating Expenses” mean Landlord’s operating expenses that are reasonable, actual and out of pocket (except Landlord may use its normal accrual method of accounting), obtained at competitive prices (or comparable to the cost of any such service provided by an affiliate of Landlord had Landlord entered into an arms-length contract for such service with an unaffiliated entity of comparable skill and experience), and that are directly attributable to the operation, maintenance, management, and repair of the Property, as determined under generally accepted accounting principles consistently applied, including:

(1) hourly wages and materials reimbursement that are paid to employees at market rates, independent contractors, or agents of Landlord engaged in the operation, repair, management, or maintenance of the Property, including the following:

(i) window cleaners, miscellaneous repair persons, janitors, cleaning personnel;
(ii) security personnel, but reserving to the Tenant the right to opt out from Landlord provided security in the event Tenant elects to provide its own security and if it does opt out then security costs shall not be allocatable to it;

(iii) engineers, mechanics, electricians, and plumbers; including in Landlord’s reasonable discretion one on-premises part-time manager or superintendent, and excluding executive personnel;

(2) repairs and maintenance of the Property (including without limitation the Landlord Services) and the cost of supplies, tools, materials, and equipment for Property repairs and maintenance, that under generally accepted accounting principles consistently applied, would not be capitalized;

(3) [intentionally omitted];

(4) costs incurred for inspection and servicing, including all outside maintenance contracts necessary or proper for the maintenance of the Property, such as janitorial and window cleaning, rubbish removal, exterminating, water treatment, electrical, plumbing, and mechanical equipment, and the cost of materials, tools, supplies, and equipment used for inspection and servicing;

(5) costs incurred for landscaping and grounds maintenance, refuse removal, snow removal, electricity, water, gas, fuel, or other utilities or services provided to common areas, but not supplied to other tenants;

(6) [intentionally omitted];

(7) sales, use, and excise taxes on goods and services purchased by Landlord for the Premises or Property, but Tenant’s Pro Rata Share shall exclude prepaid services that are not used by Landlord;

(8) license, permit, and inspection fees;

(9) [intentionally omitted];

(10) [intentionally omitted];

(11) a reasonable management fee at a rate reasonable for comparable commercial retail properties in Anchorage, Alaska;

(12) during any Renewal Term, the annual amortization over its useful life with a reasonable salvage value on a straight-line basis of the costs of any capital improvements made by Landlord to the Premises, the Building or the Property so that the Building can be used that is required by any changes in applicable laws, rules, or regulations of any governmental authorities enacted after the Building received its certificate of occupancy;
(13) during any Renewal Term, the annual amortization over its useful life with a reasonable salvage value on a straight-line basis of the costs of any equipment or capital improvements made by Landlord after the Building received its certificate of occupancy, as a labor-saving measure or to accomplish other savings in operating, repairing, managing, or maintaining of the Property, but only to the extent of the savings;

(14) any costs for substituting work, labor, materials, or services in place of any of the above items, or for any additional work, labor, materials, services, or improvements to comply with any governmental laws, rules, regulations, or other requirements applicable to the Property enacted after the Building first received its certificate of occupancy, that, at the time of substitution or addition, are considered operating expenses under generally accepted accounting principles consistently applied;

(15) Tenant’s proportionate share of Project Costs and other amounts attributable to or otherwise allocable to the Premises pursuant to the terms of the Declaration (which, for the avoidance of doubt, is equal to Tenant’s Pro Rata Share of Project Costs attributable to Fragment Lot 2); and

(16) other costs reasonably necessary to operate, repair, manage, and maintain the Property; provided that all such costs must be directly connected to the Property, may not be attributable to an individual tenant or occupant, and may not be costs for which Landlord has been or will be reimbursed from another source.

In no event shall the Operating Expenses include sums expended for: (i) new construction of buildings or additions thereto within the Property; (ii) items reflected in Section 6.2(ii)(12)-(13) during the Initial Term; (iii) principal, interest or other debt service items; (iv) ground rents; (v) leasing and broker commissions, or other expenses associated with leasing space in the Property, including but not limited to, costs attributable to seeking and obtaining new tenants, or keeping existing tenants; (vi) the cost of repairs or replacements incurred by reason of fire or other casualty or condemnation to the extent that Landlord is compensated therefor through proceeds of insurance or condemnation awards; (vii) costs of removal, remediation or other treatment of environmental contamination or Hazardous Materials (as defined herein) generated, released, manufactured, discharged, disposed of or otherwise located in, on, under or about the Premises or Property (other than any environmental contamination or Hazardous Materials generated, manufactured, released, discharged, disposed of or otherwise located in, on, under or about the Premises or Property as caused by Tenant’s acts or omissions); (viii) any fines or penalties incurred due to violations by Landlord of any applicable law, statute, ordinance, order, decree, rule or regulation not resulting from Tenant’s improvement to or use of the Premises; (ix) costs of removal and encapsulation or other treatment or remediation of asbestos-containing materials (other than asbestos-containing materials that were installed by Tenant) contained in any portion of the Premises or Property; (x) any political or charitable donations; and (xi) any costs and expenses related to adjacent or other properties owned by Landlord or an affiliate of Landlord. Notwithstanding the foregoing, the parties agree that Landlord may include in Operating Expenses the normal and customary repairs to and replacements of the Parking Area (even if the cost of such repair or replacement would be defined as a capital expenditure) amortized over the useful life of the repair or replacement, as
defined by the Internal Revenue Code. The term “Hazardous Materials” includes without limitation (a) those substances included within the definitions of “hazardous substances,” “hazardous materials,” “toxic substances,” “hazardous wastes” or “solid waste” in any Environmental Law; (b) petroleum products and byproducts; (c) asbestos; (d) polychlorinated biphenyls; (e) chlorinated solvents and (f) urea formaldehyde. The term “Environmental Law” includes any federal, state, municipal or local law, statute, ordinance, regulation, order or rule pertaining to health, industrial hygiene, environmental conditions or Hazardous Materials, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Clean Air Act, the Clean Water Act, the Federal Water Pollution Control Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, Title 46 of the Alaska Statutes, any successor statutes to such laws, or any regulation, order or decision under such laws or their successors.

At least thirty (30) days prior to the Commencement Date, Landlord shall provide Tenant with an estimated budget of Insurance and Operating Expenses for the balance of the applicable calendar year. Landlord and Tenant acknowledge that such budget will only be a projected estimate, and that costs could increase or decrease.

As of the Effective Date, Tenant’s Pro Rata Share of Insurance, Tenant’s Pro Rata Share of Operating Expenses, and Tenant’s Pro Rata Share of Tax Rent on an annual basis has been estimated at Eight and 75/100 Dollars ($8.75/sf) per Rentable Square Footage of the Premises, which Landlord and Tenant acknowledges is only an estimate, and the costs could increase, or decrease based on actual bills or assessments. However, during the first full calendar year of the Initial Term, Tenant’s Pro Rata Share of Insurance, Tenant’s Pro Rata Share of Operating Expenses, and Tenant’s Pro Rata Share of Tax Rent on an annual basis shall be capped at Eight and 75/100 Dollars ($8.75/sf) per Rentable Square Footage of the Premises; however, the actual expenses may be used to calculate the limits for subsequent year allocations.

6.3. Audit Rights. Landlord shall automatically send to Tenant, no later than ninety (90) days after the end of each calendar year during the Term, a statement that sets forth Landlord’s charges of Additional Rent for the immediately preceding calendar year. Such statement shall be final and may not be amended by the Landlord except for manifest error and then only if corrected within one hundred eighty (180) days after delivery to the Tenant. No more than once a calendar year, Tenant and its accountants shall have the option to examine and audit Landlord’s books and records relating to Landlord’s charges for Additional Rent for the calendar year covered by such annual statement, at Landlord’s office or other place reasonably designated by Landlord, during normal business hours, with at least thirty (30) days’ prior written notice; which notice must be given (if Tenant elects to exercise such option) by Tenant to Landlord within one hundred eighty (180) days after Tenant receives such annual statement for such calendar year. As a condition to Tenant’s examination and/or audit, Tenant agrees (a) to send to Landlord promptly after receipt a copy of any audit or report generated with respect to an examination of Landlord’s records; and (b) to keep any information obtained by Tenant or its agents strictly confidential, except that Tenant and its accountants may divulge such information to Tenant’s employees, accountants, and attorneys, or as may be required to be disclosed by a court of competent jurisdiction. If Tenant establishes that the statement of Additional Rent is in error by more than seven and one-half percent (7.5%) in any one year, then Landlord shall reimburse Tenant for Tenant’s actual cost of
the audit, in an amount not to exceed the amount in error, plus reimbursement for any costs overpaid.

If after the end of the year the total of the monthly payments for Tenant’s Pro Rata Share of Insurance, Tenant’s Pro Rata Share of Operating Expenses, and Tenant’s Pro Rata Share of Tax Rent for the year is more or less than the Tenant’s Pro Rata Share of Insurance, Tenant’s Pro Rata Share of Operating Expenses, and Tenant’s Pro Rata Share of Tax Rent actually due, then an adjustment shall be made with appropriate payments by Tenant to Landlord or repayments by Landlord to Tenant (in the form of a credit to future Additional Rent, provided for the last year of the Term, any such repayment will be in readily available funds, subject to an offset right for any damages).


7.1. Taxes. Tenant shall be solely responsible for all taxes and assessments arising against or out of operation of the Premises during the Term (including any holdover), including (a) all real estate taxes and other assessments on the Premises, including, but not limited to, assessments for special improvement districts and building improvement districts, taxes and assessments levied in substitution or supplementation in whole or in part of any such taxes and assessments; and (b) all reasonable costs and fees incurred in connection with seeking reductions in any tax liabilities described in (a), including, without limitation, any reasonable costs incurred by Landlord for compliance, review and appeal of tax liabilities ("Taxes"). Without limitation, Taxes shall not include any of Landlord’s income, capital levy, franchise, capital stock, corporate, gift, estate or inheritance tax. Tenant shall not be responsible for the cost of any late fees or penalties owed by Landlord due to a late or insufficient tax payment. If any Taxes are payable in installments, Taxes for the year shall include the amount of the installment and any interest due and payable during that year. For all other real estate taxes, Taxes for that year shall, at Landlord’s election, include either the amount accrued, assessed or otherwise imposed for the year or the amount due and payable for that year, provided that Landlord’s election shall be applied consistently throughout the Term. If a change in Taxes is obtained for any year of the Term during which Tenant paid Taxes, then Taxes for that year will be retroactively adjusted and Landlord shall provide Tenant with a credit, if any, based on the adjustment. Likewise, if a change is obtained that results in higher Taxes for any year during the Term, Taxes for that year shall be restated.

7.2. Tax Payments. On the first (1st) day of each month during the Term, Tenant shall pay to Landlord as "Tax Rent," payable as Additional Rent, one-twelfth (1/12th) of Tenant’s annual share of Taxes pursuant to Landlord’s estimates (which may be adjusted from time to time). If after the end of the year the total of the monthly payments by Tenant for the year is more or less than the annual Taxes actually due, then an adjustment shall be made with appropriate payments or repayments (or credit to future Tax Rent) by Landlord. Tenant’s share for purposes of Tax Rent shall be Tenant’s Pro Rata Share. Tenant shall pay all taxes attributable to its personal property, leasehold interests, occupancy taxes, taxes on its Rent, and other taxes imposed on tenants generally. To the extent that any taxes or assessments are levied against the Building or against the Property as a whole, Tenant shall pay Landlord, as Additional Rent, Tenant’s Pro Rata Share.
8. Compliance with Laws; Use. The Premises shall be used only for the Permitted Use and for no other use whatsoever. Tenant shall not use or permit the use of the Premises for any illegal purpose, any purpose that is listed on Exhibit E attached hereto (the "Prohibited Uses"), any purpose that violates the terms of the Declaration, nor any purpose which, in Landlord’s reasonable opinion, unreasonably disturbs any other tenants of the Building or interferes with the operation of the Building or the Fragment Lots. For the avoidance of doubt, the foregoing prohibition extends to Third-Party Services as defined in Section 21.1. Tenant shall comply with the Declaration and all Laws, as well as commercially reasonable rules and regulations of Landlord, provided Tenant has reasonable prior notice of the same. Tenant shall also cause its agents, contractors, subcontractors, employees, customers, and subtenants to comply with the Declaration, all Laws, rules and regulations.

Tenant shall obtain all permits and licenses required for its business (including professional licenses and liquor licenses), and shall comply with all Laws regarding the operation of Tenant’s business and the use, condition, configuration and occupancy of the Premises. Except in connection with the Landlord Work and any additional obligations of Landlord under Section 3 and Section 6 of this Lease, Landlord shall have no obligation to obtain any permits, approvals or licenses for Tenant’s use or occupancy of the Premises.

All Hazardous Materials, medical waste, and biological waste should be used, stored, managed, and disposed of properly and in accordance with all applicable Laws.


9.1 Tenant. Except to the extent caused by the act, omission, negligence (ordinary, gross or otherwise), willful misconduct or fault of Landlord or its members, principals, beneficiaries, partners, officers, directors, employees, Mortgagee(s) (defined in Section 24) and agents, or any of their third-party service providers, vendors, consultants, contractors or subcontractors at any tier, licensees, invitees or permittees, anyone directly or indirectly employed by any of the foregoing, or anyone for whom any of the foregoing may be liable (the “Landlord Related Parties”), Tenant shall indemnify, defend (with counsel reasonably acceptable to the indemnified party) and hold harmless Landlord and the Landlord Related Parties from and against any and all liabilities, obligations, damages, penalties, claims, demands, losses, judgments, fines, property damage, injuries (including, but not limited to, death and bodily injury), suits and proceedings (including but not limited to civil, criminal, administrative and investigative), actions, causes of action, costs, charges and expenses, including without limitation reasonable attorneys’ fees and costs, of whatever nature, and whether arising by way of common law, statute, contract, tort or by any other means or bases (individually a “Claim” and collectively the “Claims”), which may be imposed upon, incurred by or asserted against Landlord or any of the Landlord Related Parties and arising out of or in connection with any damage or injury occurring in the Premises or any acts or omissions (including violations of Law or the Declaration or resulting from a breach of a covenant, representation or warranty under Section 28.6 or Section 28.7) of Tenant or the “Tenant Related Parties” (defined below). The obligations of Tenant in this Section 9.1 shall survive the expiration or early termination of this Lease.
9.2. **Landlord.** Except to the extent caused by the act, omission, negligence (ordinary, gross or otherwise), willful misconduct or fault of (i) Tenant or its former and current, direct and indirect parent(s); (ii) the respective former and current, direct and indirect subsidiaries, Affiliates, partners and related companies and businesses of the persons and entities listed in (i); (iii) each of the respective former and current owners, members, shareholders, officers, directors, partners, representatives, agents, employees, insurers and reinsurers, attorneys, predecessors, successors and assigns, both individually and in their business capacities, of the persons and entities listed in (i) and (ii); (iv) any individual or entity which could be jointly liable with any of the persons and entities listed in (i), (ii) and (iii); and (v) agents, or any of their third-party service providers, vendors, consultants, contractors or subcontractors at any tier, licensees, invitees or permittees, anyone directly or indirectly employed by any of the foregoing (the “Tenant Related Parties”), Landlord shall indemnify, defend (with counsel reasonably acceptable to the indemnified party) and hold harmless Tenant and the Tenant Related Parties from and against any and all Claims which may be imposed upon, incurred by or asserted against Tenant or any of the Tenant Related Parties and arising out of or in connection with any damage or injury occurring on the Property or any acts, omissions, negligence (ordinary, gross or otherwise), willful misconduct or fault (including violations of Law or the Declaration or resulting from a breach of a covenant, representation or warranty under Section 28.6) of Landlord or the Landlord Related Parties. The obligations of Landlord in this Section 9.2 shall survive the expiration or early termination of this Lease.

9.3 **No Liability.** Landlord and the Landlord Related Parties shall not be liable for, and Tenant waives, all claims for loss or damage to Tenant’s business or loss, theft or damage to Tenant’s Property (defined in Section 10 below) or the property of any person claiming by, through or under Tenant resulting from: (a) wind or weather; (b) the failure of any sprinkler, heating or air-conditioning equipment, any electric wiring or any gas, water or steam pipes; (c) the backing up of any sewer pipe or downspout; (d) the bursting, leaking or running of any tank, water closet, drain or other pipe; (e) water, snow or ice upon or coming through the roof, skylight, stairs, doorways, windows, walks or any other place upon or near the Building; (f) any act or omission of any party other than Landlord or Landlord Related Parties; and (g) any causes not reasonably within the control of Landlord, including without limitation related to the COVID-19 global pandemic. Without limiting the foregoing, Tenant shall insure itself against such losses to the extent Tenant deems desirable (but in no event less in types/amounts set forth in Section 10 below).

10. **Tenant’s Insurance.** Tenant shall carry and maintain the following insurance (“Tenant’s Insurance”), at its sole cost and expense: (a) plate glass insurance; (b) commercial general liability insurance applicable to the Premises and its appurtenances providing, on an occurrence basis and in the aggregate, minimum limits of $1,000,000 with $3,000,000 carried as umbrella or excess coverage; (c) workers’ compensation insurance as required by Alaska Law; (d) employers’ liability coverage of $1,000,000 per person/accident/disease; (e) property insurance upon the Tenant Improvements within the Premises and personal property owned by Tenant (“Tenant’s Property”), at full replacement value and with a deductible no greater than $25,000, with coverage for perils as set forth under the Causes of Loss-Special Form; (f) automobile liability insurance for owned, hired and non-owned automobiles, the limits of which shall not be less than $1,000,000 combined single limit for each accident for bodily injury and property damage; and (g) liquor license liability insurance with coverage of at least $4,000,000. Any company writing any of
Tenant’s Insurance shall have an A.M. Best Company rating of not less than A-/-X. All commercial
general liability insurance policies shall name Tenant as a named insured and Landlord (or any
successor), Landlord’s Mortgagor, and their respective members, principals, beneficiaries,
partners, officers, directors and employees as additional insureds. All policies of Tenant’s
Insurance shall contain endorsements that the insurer(s) shall give Landlord and its designees,
including additional insureds, at least thirty (30) days’ advance written notice of any cancellation,
termination or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance
evidencing Tenant’s Insurance prior to the earlier to occur of the Commencement Date or the date
Tenant is provided with possession of the Premises for any reason, and upon renewals at least
fifteen (15) days after the scheduled expiration of the insurance coverage. Except as specifically
provided to the contrary, the limits of Tenant’s Insurance shall not limit Tenant’s liability under
this Lease.

11. Subrogation. Notwithstanding anything in this Lease to the contrary, Landlord and Tenant
shall cause their respective insurance carriers, including, without limitation, a carrier providing
workers’ compensation coverage, to waive any and all rights of recovery, claim, action or causes
of action against the other and their respective trustees, principals, beneficiaries, partners, officers,
directors, agents, and employees, for any loss or damage that may occur to Landlord or Tenant or
any party claiming by, through or under Landlord or Tenant, as the case may be, including, without
limitation, with respect to Tenant’s Property, the Building, the Premises, any additions or
improvements to the Building, the Premises, or any contents thereof, including all rights of
recovery, claims, actions or causes of action arising out of the negligence of Landlord or any
Landlord Related Parties or the negligence of Tenant or any Tenant Related Parties, which loss or
damage is (or would have been, had the insurance required by this Lease been carried) covered by
insurance.

12. Casualty Damage.

12.1. If all or any part of the Premises is physically damaged by fire or other casualty,
Tenant shall immediately notify Landlord in writing. During any period of time that all or a
material portion of the Premises is rendered untenantable as a result of a fire or other casualty, the
Rent shall abate for the portion of the Premises that is untenantable and not used by Tenant and
remain abated until the earlier of: (i) thirty (30) days after Landlord repairs and delivers the
Premises to Tenant in accordance with Landlord’s obligations under this Section 12.1, or (ii)
Tenant is able to re-open for business in the Premises. Landlord shall have the right to terminate
this Lease if: (a) the Building shall be damaged so that, in Landlord’s reasonable judgment,
substantial alteration or reconstruction of the Building shall be required (whether or not the
Premises has been damaged); and (b) Landlord is not permitted by Law to rebuild the Building in
substantially the same form as existed before the fire or casualty; or (c) the Premises have been
materially damaged and there is less than two (2) years of the Term remaining on the date of the
casualty and Tenant has not exercised its Renewal Option; or (d) any Mortgagee requires that the
insurance proceeds be applied to the payment of the mortgage debt; or (e) a material uninsured
loss to the Building occurs (provided such is not caused by the Landlord failing to carry the
insurance as set forth in Section 6.2(i). Landlord may exercise its right to terminate this Lease by
notifying Tenant in writing within ninety (90) days after the date of the casualty. If Landlord does
not terminate this Lease, Landlord shall expeditiously commence and proceed with reasonable
diligence to repair and restore the Building. However, in no event shall Landlord be required to spend more than the insurance proceeds received by Landlord (plus any deductible amount). Landlord shall not be liable for any loss or damage to Tenant’s Property or to the business of Tenant resulting in any way from the fire or other casualty or from the repair and restoration of the damage except to the extent the fire or other casualty is caused or contributed to by Landlord or any of the Landlord Related Parties and except to the extent of the acts, omissions, negligence (ordinary, gross or otherwise), willful misconduct or fault of the Landlord or any of the Landlord Related Parties relating to any repair and restoration. Tenant may terminate this Lease without penalty if Landlord fails to substantially restore the Premises and Tenant’s access thereto by two hundred seventy (270) days after the date of the casualty event. Landlord and Tenant hereby waive the provisions of any Law relating to the matters addressed in this Section 12, and agree that their respective rights for damage to or destruction of the Premises shall be those specifically provided in this Lease.

12.2. If all or any portion of the Premises shall be made untenantable by fire or other casualty resulting in physical damage to the Premises, Landlord shall, with reasonable promptness, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises tenantable again, using standard working methods (“Completion Estimate”). If the Completion Estimate indicates that the Premises cannot be made tenantable within two hundred seventy (270) days from the date the repair and restoration is started, then, regardless of anything in Section 12.1 above to the contrary, either party shall have the right to terminate this Lease with respect to the portion of the Premises that is untenantable by giving written notice to the other of such election within ten (10) days after receipt of the Completion Estimate. Tenant, however, shall not have the right to terminate this Lease if the fire or casualty was caused by the negligence or intentional misconduct of Tenant, Tenant Related Parties or any of Tenant’s transferees, contractors or licensees.

13. Condemnation. Either party may terminate this Lease if the whole or any material part of the Premises shall be permanently taken or condemned for any public or quasi-public use under Law, by eminent domain or private purchase in lieu thereof (a “Taking”). Landlord shall also have the right to terminate this Lease if there is a Taking of any portion of the Building or Property which would leave the remainder of the Building unsuitable for the Permitted Use. In order to exercise its right to terminate this Lease, Landlord or Tenant, as the case may be, must provide written notice of termination to the other within ninety (90) days after the terminating party first receives notice of the Taking. Any such termination shall be effective as of the date the physical taking of the Premises, or the portion of the Building or Property occurs. If this Lease is not terminated, Tenant’s pro rata share of pass-through expenses under this Lease shall, if applicable, be appropriately adjusted. In addition, Rent for any portion of the Premises taken or condemned shall be abated during the unexpired Term effective when the physical taking of the portion of the Premises occurs. All compensation awarded for a Taking, or sale proceeds, shall be the property of Landlord, any right to receive compensation or proceeds being expressly waived by Tenant. However, Tenant may file a separate claim at its sole cost and expense for Tenant’s Property, Tenant’s reasonable relocation expenses, business losses, and any other claims permitted by Law, provided the filing of the claim does not diminish the award which would otherwise be receivable by Landlord.
14. **Events of Default.** Tenant shall be considered to be in default of this Lease upon the occurrence of any of the following events of default:

(i) Tenant’s failure to pay when due all or any portion of the Rent ("Monetary Default"), but Tenant may cure such default by paying Landlord all sums due within ten (10) business days of written notice to Tenant.

(ii) [intentionally deleted].

(iii) [intentionally deleted].

(iv) Tenant’s failure (other than a Monetary Default or Performance Default) to comply with any term, provision or covenant of this Lease, but Tenant may cure such default by bringing its performance into compliance with the terms, provisions and covenants of this Lease within thirty (30) days of written notice to Tenant. However, if Tenant’s default cannot reasonably be cured within thirty (30) days, Tenant shall be allowed additional time as is reasonably necessary to cure the default, so long as: (i) Tenant commences to cure the default within thirty (30) days, and (ii) Tenant diligently pursues a course of action that will cure the default and bring Tenant back into compliance with this Lease. However, notwithstanding the above, (x) if Tenant causes a default or breach under the Declaration and the Declaration provides for a shorter period to cure, then Tenant must cure the default or breach within such shorter period, and (y) if Tenant’s default creates a hazardous condition, the default must be cured as soon as reasonably possible upon notice to Tenant.

(v) Tenant becomes insolvent, makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts when due.

(vi) The leasehold estate is taken by process or operation of Law, but excluding condemnation.

(vii) Tenant’s failure, at any time after the Effective Date, to move in and occupy the Premises pursuant to the terms of this Lease, provided such failure is not due to Landlord’s breach of this Lease pursuant to the terms hereof.

15. **Remedies.** Upon any default by Tenant, and failure to cure within any applicable cure period, Landlord shall have the right without notice or demand (except as provided in Section 14 above) to pursue any of its rights and remedies at law or in equity, subject to Landlord’s obligations under applicable Law to mitigate its damages, including any one or more of the following remedies:

(i) Terminate this Lease, in which case Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to surrender the Premises, Landlord may, in compliance with Law and without prejudice to any other right or remedy, enter upon and take possession of the Premises and expel and remove Tenant, Tenant’s Property and any party occupying all or any part of the Premises. Tenant shall pay Landlord on demand the amount of all past due Rent and other
losses and actual damages which Landlord may suffer as a result of Tenant’s default (but not special, consequential or punitive damages), whether by Landlord’s inability to relet the Premises on satisfactory terms or otherwise, including without limitation, all Costs of Reletting (defined below) and any deficiency that may arise from reletting or the failure to relet the Premises. “Costs of Reletting” shall include all reasonable costs and expenses incurred by Landlord in reletting or attempting to relet the Premises, including without limitation, reasonable attorneys’ fees, brokerage commissions, the cost of alterations and the value of other concessions or allowances granted to a new tenant.

(ii) Terminate Tenant’s right to possession of the Premises and, in compliance with Law, expel and remove Tenant, Tenant’s Property and any parties occupying all or any part of the Premises. Landlord may (but shall not be obligated to) relet all or any part of the Premises, without notice to Tenant, for a term that may be greater or less than the balance of the Term and on such conditions (which may include concessions, free rent and alterations of the Premises) and for such uses as Landlord in its absolute discretion shall determine. Landlord may collect and receive all rents and other income from the reletting. Tenant shall pay Landlord on demand all past due Rent, all Costs of Reletting and any deficiency arising from the reletting or failure to relet the Premises. The re-entry or taking of possession of the Premises shall not be construed as an election by Landlord to terminate this Lease unless a written notice of termination is given to Tenant.

(iii) In lieu of calculating damages under Sections 15(i) or 15(ii), Landlord may elect to receive as damages the sum of (a) all Rent accrued through the date of termination of this Lease or Tenant’s right to possession, and (b) an amount equal to the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value at the Prime Rate (defined in the paragraph below) then in effect, minus the then present fair rental value of the Premises for the remainder of the Term, similarly discounted, after deducting all anticipated Costs of Reletting.

Unless expressly provided in this Lease, the repossession or re-entering of all or any part of the Premises shall not relieve Tenant of its liabilities and obligations under this Lease. No right or remedy of Landlord shall be exclusive of any other right or remedy. Each right and remedy shall be cumulative and in addition to any other right and remedy now or subsequently available to Landlord at Law or in equity. If Landlord declares Tenant to be in default (beyond any applicable cure period), Landlord shall be entitled to receive interest on any unpaid item of Rent at a rate equal to the Prime Rate plus four percent (4%). For purposes hereof, the “Prime Rate” shall be the per annum interest rate publicly announced as its prime or base rate by a federally insured bank selected by Landlord in the state in which the Building is located. Forbearance by Landlord to enforce one or more remedies shall not constitute a waiver of any default.

16. Limitation of Liability. SUBJECT TO SECTION 28.5 BUT OTHERWISE NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD) SHALL BE LIMITED TO THE INTEREST OF LANDLORD IN THE PROPERTY. TENANT SHALL LOOK SOLELY TO LANDLORD’S INTEREST IN THE PROPERTY FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST LANDLORD. NEITHER LANDLORD NOR ANY LANDLORD RELATED PARTY SHALL BE PERSONALLY LIABLE FOR ANY
JUDGMENT OR DEFICIENCY. BEFORE FILING SUIT FOR AN ALLEGED DEFAULT BY LANDLORD, TENANT SHALL GIVE LANDLORD AND THE MORTGAGEE(S) WHOM TENANT HAS BEEN NOTIFIED HOLD MORTGAGES (DEFINED IN SECTION 24 BELOW) ON THE PROPERTY, BUILDING OR PREMISES, NOTICE AND REASONABLE TIME TO CURE THE ALLEGED DEFAULT, AND IN NO EVENT LESS THAN FORTY-FIVE (45) DAYS AFTER WRITTEN NOTICE. IN ADDITION, TENANT ACKNOWLEDGES THAT ANY ENTITY MANAGING THE BUILDING ON BEHALF OF LANDLORD, OR WHICH EXECUTES THIS LEASE AS AGENT FOR LANDLORD, IS ACTING SOLELY IN ITS CAPACITY AS AGENT FOR LANDLORD AND SHALL NOT BE LIABLE FOR ANY OBLIGATIONS, LIABILITIES, LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, ALL OF WHICH ARE EXPRESSLY WAIVED BY TENANT.

17. **Liens.** Neither Landlord nor Tenant shall permit mechanic's or other liens to be placed upon the Premises or Tenant's leasehold interest in connection with any work or service done or purportedly done by or for benefit of Landlord or Tenant, as applicable. If a lien is so placed, the party responsible for the lien shall, within ten (10) days of notice from the aggrieved party of the filing of the lien, fully discharge the lien by settling the claim which resulted in the lien or by bonding or insuring over the lien in the manner prescribed by Law. If the responsible party fails to discharge the lien, then, in addition to any other right or remedy of the aggrieved party, the aggrieved party may bond or insure over the lien or otherwise discharge the lien. The responsible party shall reimburse the aggrieved party for any amount paid by the aggrieved party to bond or insure over the lien or discharge the lien, including without limitation, reasonable attorneys' fees (if and to the extent permitted by Law) within thirty (30) days after receipt of an invoice from the aggrieved party.

18. **Alterations.** Other than the Tenant Work, Tenant shall not make alterations, additions or improvements to the Premises (collectively referred to as "Alterations"), excluding those that are non-structural and decorative or interior changes that do not affect the roof, mechanical, electrical or other systems of the Building, without first obtaining the written consent of Landlord in each instance, which consent shall not be unreasonably withheld or delayed. Prior to starting work, Tenant shall furnish Landlord with plans and specifications for any such alterations reasonably acceptable to Landlord; names of contractors reasonably acceptable to Landlord (provided that Landlord may designate specific contractors with respect to Building systems); copies of contracts; necessary permits and approvals; and evidence of contractor's and subcontractor's insurance in amounts reasonably required by Landlord. Changes to the plans and specifications must also be submitted to Landlord for its approval. Landlord shall have ten (10) days to review and either approve or disapprove of the plans. In the event that Landlord disapproves of the plans, Landlord shall provide Tenant with the reason(s) for withholding approval and, where reasonably possible, suggest changes that would make the plans acceptable. Should Landlord fail to respond to Tenant within the ten (10)-day period, Landlord's failure to respond shall deem such plans approved as submitted by Tenant to Landlord. Alterations shall be constructed in a good and workmanlike manner using materials of a quality that is at least equal to the quality as established by the Landlord's Work and initial Tenant Improvements. Landlord may designate reasonable rules, regulations and procedures for the performance of work in the Building and, to the extent reasonably necessary to avoid disruption to the occupants of the Building, shall have the right to
designate the time when Alterations may be performed. However, Landlord’s consent shall not be required for any Alteration that satisfies all of the following criteria (a “Cosmetic Alteration”): (a) is of a cosmetic nature such as painting, wallpapering, hanging pictures and installing carpeting; (b) is not visible from the exterior of the Premises or Building; (c) will not affect the systems or structure of the Building; and (d) does not require work to be performed inside the walls or above the ceiling of the Premises.

Upon completion, Tenant shall furnish “as-built” plans (except for Cosmetic Alterations), completion affidavits, full and final waivers of lien and receipted bills covering all labor and materials. Tenant shall assure that the Alterations comply with all insurance requirements and Laws, and the Declaration. Landlord’s approval of an Alteration shall not be a representation by Landlord that the Alteration complies with Law or the Declaration or will be adequate for Tenant’s use.

19. **Quiet Enjoyment.** Tenant shall, and may peacefully have, hold and enjoy the Premises, subject to the terms of this Lease, provided Tenant is not in default of its covenants and agreements herein beyond any applicable cure period.

20. **Entry by Landlord.** Without limiting any rights of entry that any declarant, operator or owner may have under the Declaration with respect to the Premises, Landlord, its agents, contractors and representatives may enter the Premises to inspect the Premises, to clean and make repairs, alterations or additions to the Premises, to conduct or facilitate repairs, alterations or additions to any portion of the Premises, and, at reasonable times from time to time during the Term, to show and, within one hundred eighty (180) days before the Termination Date (if Tenant has not exercised its Renewal Option), to market, the Premises to prospective tenants or interested parties. Except for the foregoing, Landlord’s entry at other times or for other purposes shall be with Tenant’s consent, which consent shall not be unreasonably withheld. Landlord shall provide Tenant with reasonable prior written notice of entry into the Premises (no less than twenty-four (24) hours unless in the event of an emergency). Entry by Landlord shall not constitute constructive eviction or entitle Tenant to an abatement or reduction of Rent, provided that Landlord will use reasonable efforts not to permit such access to interfere with the business operations of Tenant on the Premises. Except in case of emergency and except with respect to Landlord’s right to show and market the Premises, Tenant reserves the right to reasonably limit the amount of time Landlord may enter the Premises during Tenant’s key market sales events and Landlord agrees to work with Tenant to establish a time when Landlord can make such repairs, additions, improvements, changes, or alterations to the Premises. Landlord shall indemnify, defend (with counsel reasonably acceptable to Tenant) and hold harmless Tenant from all Claims caused or contributed to (but only to the extent of such contribution) by Landlord’s entry permitted by this Section 20.

21. **Assignment and Subletting.**

21.1 Except in connection with a Permitted Transfer, Tenant shall not assign, sublease, transfer or encumber any interest in this Lease or allow any third party to use any portion of the Premises (collectively or individually, a “Transfer”; provided however, that the use of the Premises by a vendor, supplier, contractor, member of the media or other third-party service provider for the purpose of promoting or marketing Tenant or providing goods or services to Tenant (in any
such case a “Third Party Service”) shall not be a Transfer under this section) without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Without limitation, it is agreed that Landlord’s consent shall not be considered unreasonably withheld if: (a) the proposed transferee’s financial condition does not meet the criteria Landlord uses to select tenants having similar leasehold obligations; (b) the proposed transferee’s business is not suitable for the Building considering the Permitted Use; (c) Tenant is in default after the expiration of the notice and cure periods in this Lease; or (d) any portion of the Building or Premises would likely become subject to additional or different Laws as a consequence of the proposed Transfer, or would otherwise violate or be inconsistent with the terms of the Declaration. Tenant shall not be entitled to receive monetary damages based upon a claim that Landlord unreasonably withheld its consent to a proposed Transfer and Tenant’s sole remedy shall be an action to enforce any such provision through specific performance or declaratory judgment. Any attempted Transfer in violation of this Section 21.1 shall, at Landlord’s option, be void. Consent by Landlord to one or more Transfer(s) shall not operate as a waiver of Landlord’s rights to approve any subsequent Transfers. In no event shall any Transfer except for a Permitted Transfer (provided the Permitted Transferee’s financial condition is equal or better than that of Tenant or otherwise meets the criteria Landlord uses to select tenants having similar leasehold obligations) release or relieve Tenant from any obligation under this Lease.

21.2 Each time that Tenant requests Landlord’s consent to a Transfer, Tenant shall provide Landlord at least ninety (90) days’ prior written notice of the proposed Transfer, enclosing a full and complete copy of the proposed assignment, sublease and other contractual documents applicable to the proposed Transfer and financial statements for the proposed transferee. Further, Tenant shall provide any other information applicable to the proposed Transfer as Landlord may reasonably request. Landlord shall, by written notice to Tenant within thirty (30) days of its receipt of the required information and documentation, either consent to the Transfer by the execution of a consent agreement in a form reasonably designated by Landlord or reasonably refuse to consent to the Transfer in writing, stating the reasons consent is withheld. Tenant shall pay Landlord’s actual, reasonable costs and expenses (including reasonable attorneys’ fees) in connection with Landlord’s review of any Permitted Transfer or requested Transfer, in an amount not to exceed Two Thousand Five Hundred Dollars ($2,500.00).

21.3 Except for a Permitted Transfer pursuant to Section 21.5 or Section 21.6 below, Tenant shall pay Landlord fifty percent (50%) of all rent and other monetary consideration which Tenant receives as a result of a Transfer that is in excess of the Rent payable to Landlord for the portion of the Premises and Term covered by the Transfer. Tenant shall pay Landlord for Landlord’s share of any excess rent and other monetary consideration within thirty (30) days after Tenant’s receipt of such excess rent and other monetary consideration. Tenant may deduct from the excess all reasonable and customary expenses directly incurred by Tenant attributable to the Transfer (other than Landlord’s review fee), including brokerage fees, legal fees and construction costs. In the event that Tenant receives additional compensation from a Transferee for items other than for Rent (i.e., business or franchise sale, goodwill, furniture, fixtures, equipment, phones, shared receptionist, IT services, etc.), the Landlord shall not be entitled to any portion of said additional compensation. If Tenant is in Monetary Default, Landlord may require that all sublease payments be made directly to Landlord, in which case Tenant shall receive a credit against Rent in the amount of any payments received (less Landlord’s share of any excess).
21.4 Except as provided below with respect to a Permitted Transfer, if Tenant is a corporation, limited liability company, partnership, or similar entity, and if the entity which owns or controls a majority of the voting shares/rights at any time changes for any reason (including but not limited to a merger, consolidation or reorganization), such change of ownership or control shall constitute a Transfer. The foregoing shall not apply so long as Tenant is an entity whose outstanding stock is listed on a recognized security exchange, or if at least eighty percent (80%) of its voting stock is owned by another entity, the voting stock of which is so listed.

21.5 Tenant may assign its entire interest under this Lease to (x) a parent, subsidiary, affiliate (as defined in Alaska Stat. 10.06.990(2)) or owner of Tenant (“Affiliate”), or (y) a successor to Tenant by purchase, merger, conversion, consolidation or reorganization, provided that all of the following conditions are satisfied: (a) Tenant is not in default after the expiration of the notice and cure periods in this Lease; (b) Tenant’s successor shall own all or substantially all of the assets of Tenant; and (c) Tenant shall give Landlord written notice at least ninety (90) days prior to the effective date of the proposed assignment. Tenant’s notice to Landlord shall include information and documentation showing that each of the above conditions has been satisfied. If requested by Landlord, Tenant’s successor shall sign a commercially reasonable form of assumption agreement.

21.6 Tenant may sublease all or any portion of its interest under this Lease to an Affiliate without the consent of Landlord, provided that all of the following conditions are satisfied: (a) Tenant is not in default after the expiration of the notice and cure periods in this Lease; and (b) Tenant shall give Landlord written notice at least ninety (90) days prior to the effective date of the proposed sublease. If requested by Landlord, any such sublease shall be contingent on execution of a mutually agreeable form of Landlord consent to sublease agreement.

21.7 Any assignment or sublease which is permitted pursuant to the provisions of Sections 21.5 and 21.6 shall be called a “Permitted Transfer” hereunder, and a party which receives a Permitted Transfer is called a “Permitted Transferee.”

22. **Surrender Upon Termination.** Upon the expiration or sooner termination of the Term, Tenant shall peaceably vacate the Premises and the Premises shall be returned to Landlord by Tenant in the same condition as on the commencement of the Term, normal wear and tear excepted; provided, however, that Tenant shall have the right to remove its trade fixtures, equipment and furniture installed on the Premises, so long as Tenant repairs or removes the same in a manner consistent with a plain vanilla shell. Unless Landlord and Tenant have otherwise agreed in writing, Tenant shall remove from the Premises Tenant’s Property and any other items of personal property brought on to the Premises by Tenant during the Term within thirty (30) days of such expiration or termination, such removal to be accomplished without damage to the Premises. Any such property remaining on the Premises after such period shall without further notice or obligation on Landlord’s part become the property of Landlord and may be removed and sold by Landlord at the expense of Tenant.
23. **Holding Over.** If Tenant fails to surrender the Premises at the expiration or earlier termination of this Lease, occupancy of the Premises after the termination or expiration shall be that of a month-to-month tenancy. Tenant’s occupancy of the Premises during the holdover shall be subject to all the terms and provisions of this Lease and Tenant shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to one hundred twenty percent (120%) of the sum of the Base Rent and Additional Rent. No holdover by Tenant or payment by Tenant after the expiration or early termination of this Lease shall be construed to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise.

24. **Subordination to Mortgages; Estoppel Certificate.** Tenant accepts this Lease subject and subordinate to any mortgage(s), deed(s) of trust, ground lease(s) or other lien(s) now or subsequently arising upon the Premises, the Building or the Property, and to renewals, modifications, refinancings and extensions thereof (collectively referred to as a “Mortgage”). The party having the benefit of a Mortgage shall be referred to as a “Mortgagee.” This clause shall be self-operative, but upon request from a Mortgagee, Tenant shall execute a commercially reasonable subordination agreement in favor of the Mortgagee. Upon request from Tenant, Landlord will use reasonable efforts to ensure such subordination agreement includes a commercially reasonable non-disturbance clause in favor of Tenant. In lieu of having the Mortgage be superior to this Lease, a Mortgagee shall have the right at any time to subordinate its Mortgage to this Lease. If requested by a successor-in-interest to all or a part of Landlord’s interest in this Lease, Tenant shall, without charge, attorn to the successor-in-interest. Landlord and Tenant shall each, within ten (10) days after receipt of a written request from the other, execute and deliver an estoppel certificate to those parties as are reasonably requested by the other (including a Mortgagee or prospective purchaser). The estoppel certificate shall include a statement certifying that this Lease is unmodified (except as identified in the estoppel certificate) and in full force and effect, describing the dates to which Rent and other charges have been paid, representing that, to such party’s actual knowledge, there is no default (or stating the nature of the alleged default) and indicating other matters with respect to this Lease that may reasonably be requested.

25. **Notice.** All notices, demands or requests required or allowed hereunder or otherwise, shall be sent to the addresses set forth in Section 1.10, and: sent by mail, certified or registered, postage prepaid, and will be deemed delivered three (3) days after deposit; by nationally recognized overnight carrier, with written confirmation of delivery, and will be deemed delivered upon delivery; by electronic mail (e-mail), and will be deemed delivered upon receipt of confirmation of delivery automatically generated by the receiving computer system; or delivered by hand, and will be deemed delivered upon delivery. Notice shall be deemed to have been made at the time of receipt or such notice is rejected by the receiving party.

26. **Parking.** Tenant shall have the non-exclusive right to use the Parking Area along with any other tenant of the Building, provided that Tenant shall be allocated a total of five (5) designated, reserved parking spots in front of Tenant’s storefront (not including any spots required to be reserved by Law) within the Parking Area for Tenant’s exclusive use at no additional cost (the “Reserved Spaces”). Except for the Reserved Spaces, designated visitor, handicapped accessible and other reserved parking, all parking in the Parking Area shall be on an unreserved, first-come, first-served basis, for the tenants of the Building but in no event shall Tenant have less than three
spaces per 1,000 Rentable Square Footage of the Premises. Tenant shall use reasonable efforts to cause its employees to park solely in the Parking Area. Landlord shall not be responsible for money, jewelry, automobiles, bicycles or other personal property lost in or stolen from the Parking Area regardless of whether such loss or theft occurs when the Parking Area is locked or otherwise secured. Except as caused by the negligence or willful misconduct of Landlord and without limiting the terms of the preceding sentence, Landlord shall not be liable for any loss, injury or damage to persons using the Parking Area or automobiles or other property therein, it being agreed that, to the fullest extent permitted by Law, the use of the Parking Area shall be at the sole risk of Tenant and its employees. Landlord shall have the right from time to time to promulgate reasonable rules and regulations regarding the Parking Area and the use thereof, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and the like. Tenant shall comply with and cause its employees to comply with all such rules and regulations as well as all reasonable additions and amendments thereto. Subject to Landlord’s right to temporarily close the Parking Area, Tenant shall have access to the Parking Area twenty-four (24) hours per day, seven (7) days per week. Tenant shall not store or permit its employees to store any automobiles in the Parking Area without the prior written consent of Landlord. Except for emergency repairs, Tenant and its employees shall not perform any work on any automobiles while located in the Parking Area or on the Premises. If it is necessary for Tenant or its employees to leave an automobile in the Parking Area overnight, Tenant shall provide Landlord with prior notice thereof designating the license plate number and model of such automobile. Landlord shall have the right to temporarily close the Parking Area or certain areas therein in order to perform necessary repairs, maintenance and improvements to the Parking Area, if any, or in connection with construction work on the Property or adjacent property. Landlord hereby reserves the right to enter into a management agreement or lease with an entity for the Parking Area. For every one of the Reserved Spaces temporarily closed by the Landlord under this section, the Landlord shall to the extent reasonably possible designate another Parking Area space as close to the Premises as possible as a replacement temporary Reserved Space.

27. Rights of First Offer.

27.1. Right of First Offer to Lease Space. Tenant shall have an on-going right (the “Lease Right of First Offer”), subject to the terms of Section 27.1(i) below, to be offered by Landlord the opportunity to lease all or any part of space in the Building that is or becomes available for lease during the Term (the “RFO Space”), as and when the RFO Space is available or is becoming available for lease from time to time. Tenant must lease all of the RFO Space, provided that Tenant may lease a portion of the RFO Space if, in Landlord’s reasonable judgment, the remaining part will constitute a commercially marketable leasable unit or units.

(i) RFO Procedure. Prior to offering or proposing to offer all or any portion of the RFO Space for lease to a third party, Landlord shall notify Tenant in writing (the “RFO Offer Notice”). The RFO Offer Notice shall set forth a description of the RFO Space that is available or is becoming available for lease (the “Offered Space”), and shall include the terms upon which Landlord is willing to lease the Offered Space to prospective tenants, including without limitation, the date the Offered Space will be available, the base rent, the base year for operating expense and tax escalations, any tenant improvement allowance, and any free rent period (“Lease Offer Terms”).
Tenant shall have ten (10) days after receipt of the RFO Offer Notice in which to deliver written notice to Landlord replying to the RFO Offer Notice (the “RFO Reply Notice”). If Tenant fails to timely deliver the RFO Reply Notice, Tenant shall be deemed to have waived any right to lease the Offered Space offered pursuant to that RFO Offer Notice. If Tenant delivers the RFO Reply Notice to Landlord within such ten (10)-day period, except as provided in Section 27.1(iii) below, the same shall be deemed Tenant’s agreement to lease the Offered Space on the Lease Offer Terms, subject however to Landlord and Tenant negotiating in good faith for a period of twenty (20) days in an attempt to agree upon other acceptable terms for the lease of the Offered Space in addition to the Lease Offer Terms; provided, however, that the term of the lease for the Offered Space shall expire at the end of the Term, subject to extension as otherwise provided in the Lease; and, provided further, that Tenant shall not be entitled to lease only part of the Offered Space where, in Landlord’s reasonable judgment, the remaining part will not constitute a commercially marketable leasable unit or units. If the parties agree upon the terms for the lease of the Offered Space within such twenty (20)-day period, Landlord and Tenant will execute an amendment to the Lease for the Offered Space on the agreed terms and otherwise on the same terms and conditions set forth in the Lease. Notwithstanding the previous sentence, so long as Landlord and Tenant are actively engaging in negotiating the lease amendment in good faith, the failure to execute the lease amendment within such twenty (20)-day period shall not nullify Tenant’s exercise of the Lease Right of First Offer; provided, however, that, if the parties fail to execute the lease amendment within sixty (60) days after Tenant delivers the RFO Reply Notice, then Tenant’s exercise of the Lease Right of First Offer shall be null and void and Landlord may proceed to lease any or all of the Offered Space to any prospective tenant upon the Lease Offer Terms and no other material terms. If any of the material terms of the Lease Offer Terms change at any time, Tenant shall again have a Lease Right of First Offer on such changed Lease Offer Terms as set out in this Section 27.1.

If any tenant of the Offered Space shall holdover beyond the expiration of its term, Landlord shall promptly advise Tenant thereof in writing. If, despite Landlord’s commercially reasonable best efforts, the Offered Space is not delivered to Tenant in the condition required by the Lease and the lease amendment within one hundred eighty (180) days after the anticipated date of delivery, Tenant shall have the right to rescind (which rescission shall be in writing) the exercise of the Lease Right of First Offer at any time prior to the delivery of the Offered Space to Tenant.

If the parties do not agree upon the terms for the lease of the Offered Space within such twenty (20)-day period, or if Tenant fails to deliver the RFO Reply Notice within such ten (10)-day period, Tenant shall be deemed to have rejected the RFO Offer Notice. If Tenant rejects or is deemed to have rejected the RFO Offer Notice, the Lease Right of First Offer set forth in such RFO Offer Notice shall terminate and be of no further force or effect and Landlord shall be free, for a period of one hundred eighty (180) days following the date of the RFO Offer Notice, to lease any or all of the Offered Space to any prospective tenant the Lease Offer Terms. If, after such one hundred eighty (180)-day period, all or part of the Offered Space has not been leased and remains available for lease or becomes available for lease, subject to the terms of Section 27.1(ii) below, Landlord shall give Tenant another RFO Offer Notice with respect to the Offered Space that is available prior to leasing the same.
(ii) **Conditions to Tenant’s Exercise of Lease Right of First Offer.** Notwithstanding anything herein to the contrary: (I) Tenant’s right to exercise the Lease Right of First Offer as to the RFO Space is conditioned on (a) Tenant not being in default under the Lease beyond any applicable cure period at the time Tenant delivers the RFO Reply Notice, and (b) there being at least twelve (12) months remaining in the Term at the time Tenant delivers the RFO Reply Notice; and (II) Tenant’s rights under this Lease Right of First Offer shall be subordinate and subject to (1) the terms of any financing placed by Landlord on the Property, (2) the rights of third parties pursuant to an express, written provision of a lease existing as of the Effective Date to preferentially lease space in the Building, and (3) the right of Landlord to lease all or a portion of the RFO Space on a temporary basis to an existing or prospective tenant of the Building upon terms and conditions acceptable to Landlord (including, without limitation, rent-free) in connection with the build-out, relocation, expansion or contraction of space for such tenant, which right Landlord hereby expressly reserves for itself.

(iii) **Exercise of Lease Right of First Offer by Tenant.** Tenant may trigger the Lease Right of First Offer by providing a written request for Landlord to provide Tenant an RFO Offer Notice, and Landlord shall provide the RFO Offer Notice within ten (10) days of Tenant’s request.

(iv) **Marketing and Listing of the RFO Space.** Nothing in this Section 27.1 shall limit or preclude Landlord from marketing, listing, advertising or soliciting offers with respect to all or any portion of the RFO Space without notice to or approval of Tenant.

27.2. **Right of First Offer to Purchase.** Tenant shall have an on-going right (the “Purchase Right of First Offer”) to be offered by Landlord the opportunity to purchase the Property if and when the Property is made available for sale. Tenant’s rights under this Purchase Right of First Offer shall be subordinate and subject to the terms of any financing placed by Landlord on the Property.

(i) **Purchase Right of First Offer Procedure.** If at any time the Property is or becomes available for purchase and sale, prior to marketing the Property or offering to sell the Property, Landlord shall notify Tenant (the “RFO Offer Notice”). The RFO Offer Notice shall set forth the proposed terms for the sale of the Property, including, without limitation, the proposed purchase price (“Purchase Offer Terms”). The RFO Offer Notice shall be kept confidential by Tenant.

Tenant shall have fifteen (15) business days after receipt of the RFO Offer Notice in which to deliver written notice to Landlord replying to the RFO Offer Notice (the “RFO Reply Notice”). If Tenant fails to timely respond to the RFO Offer Notice, Tenant shall be deemed to have waived any right to purchase the Property pursuant to that RFO Offer Notice. If Tenant delivers the RFO Reply Notice to Landlord within such fifteen (15)-business day period, the same shall be deemed Tenant’s agreement to purchase the Property on the Purchase Offer Terms, subject however to Landlord and Tenant negotiating in good faith for a period not to exceed sixty (60) additional days after the date Tenant delivers the RFO Reply Notice, in an attempt to agree upon other terms for an acceptable purchase and sale agreement for the Property in addition to the Purchase Offer Terms, and to execute a separate, definitive and commercially reasonable purchase and sale
agreement, which purchase and sale agreement shall incorporate the terms and conditions of this Section 27.2 by reference, and shall further define the parties’ respective duties and obligations with respect to the sale of the Property.

If the parties do not agree upon the purchase and sale agreement within such sixty (60)-day period, or if Tenant fails to deliver the RFO Reply Notice within the initial fifteen (15)-business day period, Tenant shall be deemed to have rejected the RFO Offer Notice. If Tenant rejects or is deemed to have rejected the RFO Offer Notice, Tenant’s Purchase Right of First Offer with respect to the Property set forth in such RFO Offer Notice shall terminate and be of no further force or effect and Landlord shall be free, for a period of twelve (12) months following the date of the RFO Offer Notice, to sell the Property to any prospective purchaser upon the Purchase Offer Terms and no other material terms. If after such twelve (12)-month period, all or part of the Property has not been sold, Landlord shall give Tenant another RFO Offer Notice with respect to the Property that is available prior to marketing or offering to sell the Property.

(ii) **Condition to Tenant’s Exercise of Purchase Right of First Offer.** Tenant’s right to exercise the Purchase Right of First Offer hereunder or close on such transaction as to the Property shall be conditioned on Tenant not being in default under this Lease beyond any applicable cure period at the applicable time.

(iii) **Effect of Failure to Exercise Option.** If Tenant fails to timely exercise the Purchase Right of First Offer, the Purchase Right of First Offer shall lapse and be null and void, unless revived pursuant to Section 27.2(i), and the remaining provisions of this Lease shall continue in full force and effect until the expiration of the Term, except as expressly stated otherwise in this Lease.

(iv) **Period After Exercise and Prior to Closing of Purchase Right of First Offer.** During the period between the date of the RFO Offer Notice and the date on which the closing for the purchase and sale of the Premises (the “Closing”) actually occurs (the “Closing Date”), all terms and conditions of this Lease, including without limitation Tenant’s various payment obligations, shall continue in full force and effect. Furthermore, if for any reason the Closing does not occur, the terms and conditions of this Lease shall continue in full force and effect. In addition, if at any time during the period of time between the date on which Tenant delivers its RFO Reply Notice and the Closing Date, an event of default shall occur and not be cured, the Purchase Right of First Offer shall immediately terminate, and Landlord shall no longer have an obligation to close the sale. At Closing, this Lease shall terminate, except as to obligations expressly surviving termination or accruing prior thereto. At Closing, Landlord shall pay for and provide a standard owner’s title insurance policy. Each of Landlord and Tenant shall pay its own legal fees and expenses; rent, Additional Rent, and taxes shall be prorated. Tenant shall pay for its own financing expenses. All other escrow and closing costs related to Tenant’s purchase of the Property shall be shared equally.

(vi) **No Assignment.** The Purchase Right of First Offer is personal to Liquor Stores USA North Inc., and may not be assigned or otherwise transferred by Liquor Stores USA North Inc., and any assignments in violation hereof shall be null and void and of no force or effect; provided, however, that Liquor Stores USA North Inc. may assign or otherwise transfer the
28. **Miscellaneous.**

28.1. This Lease and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the laws of the State of Alaska, and Landlord and Tenant hereby irrevocably consent that the jurisdiction and proper venue of any civil action, arbitration, or any final, binding dispute resolution proceeding between the parties or otherwise arising from or under this Lease will be Anchorage, Alaska. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by Law. The headings and titles to the sections, subsections and paragraphs of this Lease are for convenience only and shall have no effect on the interpretation of any part of this Lease.

28.2. Neither party shall record this Lease. Tenant shall have the right to prepare and have Landlord execute a commercially reasonable memorandum of this Lease.

28.3. Landlord and Tenant hereby waive any right to trial by jury in any proceeding based upon a breach of this Lease.

28.4. Whenever a period of time is prescribed for the taking of an action by Landlord or Tenant, the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, extraordinary weather conditions, other natural catastrophes, labor troubles (including strikes, slowdowns and lockouts), shortages of labor or materials, war, civil disturbances, pandemics, epidemics, quarantine restrictions, acts of the Government in either its sovereign or contractual capacity, terrorism, riots, acts of the public enemy, and other causes beyond the reasonable control of the performing party ("Force Majeure"). **However, events of Force Majeure shall not extend any period of time for the payment of Rent or other sums payable by either party, nor any period of time for the written exercise of an option or right by either party.**

28.5. Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in the Building and/or Premises referred to herein, and upon such transfer Landlord shall (i) not be released from any obligations hereunder arising prior to such transfer, and (ii) be released from any obligations hereunder arising after such transfer and not due in whole or in part to Landlord’s acts or omissions and, provided that Landlord’s successor-in-interest agrees in writing to assume Landlord’s obligations under this Lease accruing after the date of such transfer, Tenant agrees to look solely to the successor in interest of Landlord for the performance of such obligations. In such event, the existing and transferring or assigning Landlord’s post-transfer liability for such obligations above shall not be limited to the value of the Building or Fragment Lot 2, notwithstanding Section 16 above.

28.6. Each party signing this document confirms that the prior oral and/or written disclosure of agency was provided to such party in this transaction, as required by Alaska Statute 08.88.396. Landlord represents that it has dealt directly with and only with Landlord’s
Licensee in connection with this Lease. Tenant represents that it has dealt directly with and only with Tenant’s Licensee in connection with this Lease. Landlord shall indemnify, defend and hold harmless Tenant and the Tenant Related Parties from all claims of a representative, agent or broker other than Landlord’s Licensee claiming to have represented Landlord in connection with this Lease. Tenant shall indemnify, defend and hold harmless Landlord and the Landlord Related Parties from all claims of a representative, agent or broker other than Tenant’s Licensee claiming to have represented Tenant in connection with this Lease.

28.7. Tenant covenants, warrants and represents that: (a) each individual executing, attesting and/or delivering this Lease on behalf of Tenant is authorized to do so on behalf of Tenant; (b) this Lease is binding upon Tenant; and (c) Tenant is duly organized and legally existing in the state of its organization and is qualified to do business in the State of Alaska. If there is more than one Tenant, or if Tenant is comprised of more than one party or entity, the obligations imposed upon Tenant shall be joint and several obligations of all the parties and entities.

28.8. Time is of the essence with respect to each and every term, covenant and condition of this Lease. This Lease shall create only the relationship of landlord and tenant between the parties, and not a principal/agent relationship, partnership, joint venture or any other relationship, business organization or combination. This Lease and the covenants and conditions in this Lease shall inure only to the benefit of and be binding only upon Landlord and Tenant and their permitted successors and assigns.

28.9. The expiration of the Term, whether by lapse of time or otherwise, shall not relieve either party of any obligations which accrued prior to or which may continue to accrue after the expiration or early termination of this Lease. Any provision that is necessary for the enforcement or interpretation of this Lease, or that creates or imposes (by its express terms or nature and context) any right, obligation, or required performance of the parties following the termination or expiration of this Lease, will survive the termination or expiration of this Lease and will continue to be binding upon the parties according to its terms.

28.10. Landlord has delivered a copy of this Lease to Tenant for Tenant’s review only, and the delivery of it does not constitute an offer to Tenant or an option. This Lease shall not be effective against any party hereto until an original copy of this Lease has been signed by such party.

28.11. All understandings and agreements previously made between the parties are superseded by this Lease, and neither party is relying upon any warranty, statement or representation not contained in this Lease. This Lease may be modified only by a written agreement signed by Landlord and Tenant. Except as expressly provided in this Lease, the failure of either party to insist upon performance of any provision of this Lease or to exercise any right, remedy or option provided in this Lease, will neither be construed as a waiver of the right to assert any of the same or to rely on any such terms or conditions at any time thereafter, nor in any way affect the validity of this Lease.
28.12. In no event shall either party ever be liable to the other for penalties or liquidated damages, or for special, indirect, consequential, or incidental losses or damages, including, but not limited to, lost profits, lost or damaged data, loss of use of facility or equipment, or the failure or increased expense of operations, regardless of whether any such losses or damages are characterized as arising from breach of contract, breach of warranty, tort, strict liability, or otherwise, even if such party is advised of the possibility of such losses or damages, or if such losses or damages are foreseeable.

28.13. This Lease, and any exhibit to be executed pursuant to this Lease, may be executed in one or more counterparts, each identical to the other, so long as the counterparts in a set contain the signatures of all the parties to this Lease. Counterparts of this Lease may be delivered and exchanged electronically or by facsimile, and facsimile, digital or electronic signatures will have the same legal effect as original signatures and may be used as evidence of execution.

28.14. If either party institutes a suit against the other for violation of or to enforce any covenant or condition of this Lease, or if either party intervenes in any suit in which the other is a party to enforce or protect its interest or rights, then the prevailing party shall be entitled to all of its costs and expenses, including without limitation, reasonable attorneys’ fees.

29. Entire Agreement. This Lease and the following exhibits and attachments constitute the entire agreement between the parties and supersede all prior agreements and understandings related to the Premises, including all lease proposals, letters of intent and other documents, including, without limitation, that certain letter of intent from Landlord’s Licensee to Tenant’s Licensee, dated May 12, 2021: Exhibit A (Real Property), Exhibit B (Premises), Exhibit C (Commencement Letter), Exhibit D (Landlord Work), and Exhibit E (Prohibited Uses).

30. Liability of Landlord. If Landlord shall fail to perform any covenant, obligation, term, or condition of this Lease upon Landlord’s part to be performed, Tenant may, but shall have no obligation to, after ten (10) days advance written notice (unless Landlord has made commercially reasonable effort to perform during said ten (10)-day period), or without notice if in Tenant’s good faith judgment an emergency shall exist, perform such obligation at Landlord’s expense. Tenant shall thereafter provide written notice to Landlord of Tenant’s performance of such covenant, obligation, term, or condition along with statements supporting the expenses incurred, and Tenant shall have the option to deduct the amount of any such expenses incurred by Tenant from future rent payments owed by Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Effective Date.

[SIGNATURE PAGE FOLLOWS]
LANDLORD:  

WOOD RIVER PARK INVESTMENT GROUP, LLC, an Alaska limited liability company

By: ____________________________

______________________________

Its: ____________________________

TENANT:  

LIQUOR STORES USA NORTH INC., a Nevada corporation, d/b/a Brown Jug

By: ____________________________

______________________________

Its: ____________________________
EXHIBIT A
REAL PROPERTY

Fragment Lot 2, Huffman Commons Subdivision, Tract 1, according to the official plat filed under Plat No. 2021-88, Anchorage Recording District, Third Judicial District, State of Alaska.
EXHIBIT C
COMMENCEMENT LETTER

Date: ______________
Tenant Address: ____________________________________________________________

Re: Commencement Letter with respect to that certain Lease dated as of ______________, by and between Wood River Park Investment Group, LLC, as Landlord, and Liquor Stores USA North Inc., d/b/a Brown Jug, as Tenant, for ___ square feet of space in the retail building located at ______________ Huffman Road, Anchorage, Alaska.

Dear __________:

In accordance with the terms and conditions of the above referenced Lease, Tenant accepts possession of the Premises and agrees:

1. The Premises is known as suite number ______.
2. The Rentable Square Footage of the Building is deemed for all purposes to be ______ square feet.
3. The Rentable Square Footage of the Premises is deemed for all purposes to be ______ square feet.
4. The Commencement Date of the Lease is ________________.
5. The Delivery Date of the Lease is ________________.
6. The Rent Commencement Date of the Lease is ________________.
7. The Termination Date of the Lease is ________________.
8. The Base Rent is ________________.
9. Tenant's Pro Rata Share of Insurance is ________________.
10. Tenant's Pro Rata Share of Operating Expenses is ________________.
11. Tenant's Pro Rata Share of Tax Rent is ________________.

Please acknowledge your acceptance of possession and agreement to the terms set forth above by signing this Commencement Letter in the space provided and returning an executed counterpart to my attention.

Sincerely,

____________________________________
Property Manager

Agreed and Accepted:
Tenant: ____________________________________________
By: ____________________________________________
Name: __________________________________________
Title: __________________________________________
Date: __________________________________________

Exhibit C to Lease (Liquor Stores USA North Inc. d/b/a Brown Jug)
4893-0916-4296, v. 3
EXHIBIT D
LANDLORD WORK

- Exterior walls and bathrooms insulated [R-28.5 minimum] with vapor barrier, sheetrocked, taped and primed.
- Demised space with open framing and no sheetrock.
- Rooftop HVAC installed with the basic make up and return air ducting installed (no distribution ducting).
- 400-amp electrical panel ready for runs, provided that Tenant shall reimburse Landlord for the cost difference between a 200-amp electrical panel ready for runs and a 400-amp electrical panel ready for runs.
- Gas meter and gas line installed.
- All under slab utilities installed; Tenant will have opportunity to inspect underground plumbing and electrical before Landlord pours concrete slab.
- Storefront glass and front door plus exist hardware.
- All of the common areas shall be constructed in accordance with the requirements of the Plat 2021-88.
- See additional plans attached.
### LIGHTING FIXTURE SCHEDULE

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<td>240V</td>
</tr>
</tbody>
</table>
EXHIBIT E
PROHIBITED USES

The Premises shall be used only for the Permitted Use. Without limiting the foregoing, the following uses shall not be permitted within on the Property or in the Premises:

- The sale of: (a) whole or ground coffee beans, (b) espresso, espresso-based drinks or coffee-based drinks, (c) tea or tea-based drinks, (d) brewed coffee, and/or (e) non-alcoholic blended beverages that are coffee based; provided that Tenant may sell non-gourmet non-brand identified brewed coffee or brewed tea as well as brand identified pre-bottled tea or pre-bottled tea-based drinks; and, provided further that, the sale of alcohol-based products that contain coffee or tea is exempt from this provision.

- Any uses prohibited pursuant to the terms of the Declaration.
2

AGENCY AND PUBLIC COMMENTS
I am pretty sure we don’t need more liquor stores and marijuana stores especially near high schools. The Assembly should rethink the location of these places and the accessibility to our children. Seriously why not try and get good retail and specialty stores up here in Alaska instead of booze and dope.
Odell, Shawn M.

From: Eric Myers <efmalaska@gmail.com>
Sent: Friday, June 17, 2022 11:51 AM
To: Odell, Shawn M.
Subject: 2022-0074

[EXTERNAL EMAIL]

The last thing Anchorage needs is another liquor store in the Huffman business park.

Eric F. Myers
### Public Comments: 2022-0074

<table>
<thead>
<tr>
<th>Commenter</th>
<th>Email</th>
<th>Phone Number</th>
<th>Submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sabrina Wynne</td>
<td><a href="mailto:sawilbur@yahoo.com">sawilbur@yahoo.com</a></td>
<td>9076465148</td>
<td>6/16/2022 3:07:44 PM</td>
</tr>
<tr>
<td>11240 BROWDER AVE, anchorage, AK 99507</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reg: case # 2022-0074 Special Land Use Permit; Brown Jug's permit application for liquor store</td>
<td></td>
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</tr>
<tr>
<td>This opposition letter is in response to the &quot;over saturation of liquor stores&quot; at the Industrial Way Huffman, Park intersection. Our community does not need Brown Jug to open their 20th liquor store next to Sonic Burger. There are already 7 active liquor store licenses in the area, and if approved by our Assembly on the 12th of July, it will be the 8th active liquor store:</td>
<td></td>
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</tr>
<tr>
<td>Do we really need Brown Jug's 20th liquor store here next door to Speedway Express and Anchorage Wine House? All in one city block and crive out the family owned small businesses plus their employees??</td>
<td></td>
<td></td>
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<tr>
<td>Meara Boling</td>
<td><a href="mailto:mearaboling@outlook.com">mearaboling@outlook.com</a></td>
<td>19072290249</td>
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<tr>
<td>11640 Rainbow Ave, Anchorage, AK 99516</td>
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<tr>
<td>Hello, I have been informed that Brown Jug (Liquor Stores USA North) has applied to open a liquor store next to Sonic in the Huffman Business Park area. I am FIRMLY opposed to this as someone who is in this area on a very regular basis and lives about a mile away.</td>
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<tr>
<td>There are already many options to buy alcohol in the area and we don't need another one. The area will be OVERSATURATED by liquor stores. There is also the fact that our area of town is not a pedestrian friendly area - this isn't like walking to a corner bodega. This will bring additional traffic and and congestion. While I am not opposed to alcohol in general, I do not want a Brown Jug located here. We also don't need to drive out local businesses such as AK Wine Grotto, Crush, and Anchorage Wine House. During the pandemic one of the best things Americans did was support local - let's continue to do that! Please listen to the feedback from the local community members and deny this permit.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donald Allan</td>
<td><a href="mailto:dmallan@gmail.com">dmallan@gmail.com</a></td>
<td>9072296238</td>
<td>6/16/2022 3:34:33 PM</td>
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<tr>
<td>3927 Pyrenean Cir, Anchorage, AK 99516</td>
<td></td>
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<td>I am very concerned about over-saturation of liquor stores in South Anchorage. I personally prefer the smaller stores with interesting selections, and also enjoy the craft brewery at Raven's Ring (and slightly further away at Anchorage Brewing and King Street). But: I also have great existing options to get a regular selection at Carrs and other nearby stores. I don't see the need for an additional Brown Jug.</td>
<td></td>
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</tr>
<tr>
<td>Randy Kilbourn</td>
<td><a href="mailto:randyk@mtaonline.net">randyk@mtaonline.net</a></td>
<td>19072427235</td>
<td>6/16/2022 5:50:05 PM</td>
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<td>PO Box 902, Talkeetna, AK 99676</td>
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<tr>
<td>According to the application there are now 6 active liquor licenses within 1,000 feet of the applicant's location. That is enough already, isn't it?</td>
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<tr>
<td>Grant Matthews</td>
<td></td>
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<tr>
<td>Anchorage, 99516</td>
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<tr>
<td>I am concerned about too many liquor stores in South Anchorage. I do not believe there need to be any more and certainly not one from a chain that already has 15+ locations in Anchorage! I am also concerned about the impact on the smaller stores serving liquor in South Anchorage. I too prefer these smaller stores. These unique smaller shops are part of what makes South Anchorage a very vibrant nice community. I hope you will consider this and deny this application.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Darcy Holt</td>
<td><a href="mailto:darcy@gci.net">darcy@gci.net</a></td>
<td>9072401150</td>
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3900 North Point Drive
Anchorage, AK 99502
I would encourage the Assembly to deny the permit for a new Brown Jug location off Huffman in South Anchorage. The area is already heavily saturated with places to purchase alcohol and the addition of one more store would likely NOT increase the tax revenue. Some of the existing locations are locally owned and the presence of Brown Jug could potentially decrease those location's market share and maybe even cause some to close down.

Karl Boesenberg
320 Oceanview Dr
Anchorage, AK 99515
boesenka@yahoo.com 9073509117 6/17/2022 12:00:56 PM
I am adamantly opposed to opening yet another liquor store in an area that is over-saturated with liquor stores in the Huffman Industrial Way park area. Furthermore, the last thing we need in our community, aside from another liquor store, is yet another weed shop. I understand the municipalities desire to collect sin taxes, but selling more booze and marijuana in an area that is already over-saturated is completely irresponsible. It is also damaging to the owners and employees of existing businesses in the area. Thank you for your attention to my plea.

Nancy Konop
6/17/2022 7:23:11 PM
I am strongly opposed to ANOTHER liquor store opening in an area that is already over-saturated with liquor stores. (6 within 1000 feet of the applicant's location - and more in close proximity - including a Brown Jug which already exists at 4140 Old Seward Hwy just a few miles away!). I understand the municipality's desire to collect taxes on alcohol and marijuana, but approving this applicant's location will only serve to damage the owners and employees of existing businesses in the area that have already struggled to survive the last 2 years of the pandemic. This would not only be irresponsible of the municipality, but also punitive and egregious. I implore you to deny this permit.

Vicki schuh
10000 Cobra st
Anchorage, Ak 99507
Flgirl47@gmail.com 9073463983 6/17/2022 9:02:30 PM
I am writing this letter to ask the assembly to please deny the permit for a new Brown jug store. Case number # 2022-0074. We DO NOT NEED another liquor store in this section of town. NOR do we need to put in a Marijuana Dispensary. This area is visited daily by high school students looking to find lunch options, to visit, or just hangout with friends. These establishments are close to schools.
1) South Anchorage HS
2) Grace Christian
3) Huffman Elementary
4) St. Elizabeth
This could be very damaging to our community. I strongly oppose any new liquor Or marijuana license/permit for this area.

Susan Quay
16121 Bridgewood Circle
Anchorage, AK 99516
quaysusan@hotmail.com 907-250-9954 6/18/2022 10:44:40 AM
I live in South Anchorage and would like to weigh in on the approval of the Brown Jug Liquor Store. We do not need another liquor store in our area. I am opposed to you approving this. We already have 6 liquor stores that service our needs and adding another one will most likely add unneeded stress to this environment and force small, locally owned businesses to close. The past 2 years have been hard enough, we don't need to make it worse. The residents in this area have plenty of choices, and we like to see our neighbors succeed. Please don't approve this liquor store.

Sandra Notestine
13401 Baywind Dr.
Anchorage, AK 99516
3454639 6/18/2022 11:01:14 AM
There are already several liquor licenses in this area. We do not need more, nor do we need marijuana stores. Many young people hang out in this area. Not a good idea

Lisa Reynolds
butter@gci.net 907-4440-1179 6/18/2022 3:32:10 PM
9671 Main Tree Drive
Anchorage, AK 99507

I am opposed to the permit!!! Here's why!!

Dear Assembly,

Please do not allow another liquor store or pot shop in this side of town. We are saturated with Liquor stores as it is in this area!! Having loved ones suffer from Alcohol and drug addiction- this is just making the problem worse. We do not need another Liquor Store or marijuana store in the area!! Please use common sense here and care about your community!! We already have 7 Liquor /wine stores in the area!!! ENOUGH!! Please vote NO on this PERMIT!! Thank you for your consideration! Please Listen to the PEOPLE! NO MORE!!

S Hulman
6730 Samuel Court
Anchorage, AK 99516

Reg: case # 2022-0074 Special Land Use Permit ; Brown Jug's permit application for liquor store

This opposition letter is in response to the "over saturation of liquor stores" at the Industrial Way Huffman, Park intersection. Our community does not need Brown Jug to open their 20th liquor store next to Sonic Burger. There are already 7 active liquor store licenses in the area, and if approved by our Assembly on the 12th of July, it will be the 8th active liquor store:


Do we really need Brown Jug's 20th liquor store here next door to Speedway Express and Anchorage Wine House? All in one city block and drive out the family owned small businesses plus their employees??

In addition, Old Seward and Oceanview Community Council have decided against the Brown Jug's Permit Application with an opposing resolution.

Dr frederick w kunz
8940 Greenbelt Dr.
Anchorage, AK 99502

rickkunz@yahoo.com 9094026360 6/19/2022 8:00:47 AM

ANOTHER liquor store in the Huffman area???
As if there aren't enough already.
And enough Brown Jugs around town.
Please use common sense and do not allow this application.
We already have multiple choices to buy liquor, it couldn't be more convenient.

John McClellan
P.O. Box 92325
Anchorage, AK 99509

jdm@acsalaska.net 6/19/2022 9:12:21 AM

I urge the Assembly to NOT approve this permit application due to:
1. Over saturation of liquor stores in this area. There are already 7, this permit will make 8.
2. This "big box" Brown Jug will economically harm the area's existing independent liquor stores, possibly driving them out of business.
3. If we lose the independents and their knowledgeable staff, we affect a quality of life issue for their customers. From my experience, Brown Jug staff do not know their merchandise, and are useless at giving selection advice.

Again, I recommend this Brown Jug liquor store permit application be rejected due to the proximity of 7 other independent liquor stores in the area.

Peter Hulman

pbulman@alaskan.net 6/19/2022 12:04:01 PM
6730 Samuel Court
Anchorage, AK 99516
I am requesting that you deny the permit for the new Brown Jug liquor store on
Huffman Park Drive. There simply is no need for another liquor store in this location
that is already saturated. All of anybody else needs are currently met by the current liquor
stores. My preference is to support a locally owned store. If I want to use a large chain
liquor store, Oaken Keg is already in the neighborhood. Licensing the Brown Jug would
be very short sighted. It is doubtful that tax revenue from liquor sales would increase
when there are already so many choices for purchase of liquor in the immediate area.
However, profits generated from sales at a Brown Jug store, which is not owned by an
Anchorage company, would be funneled away from our community. It just does not
make sense. Support our local stores and just say no.

Andrea Snowden
907-334-8249
6/20/2022 12:32:22 AM
Anchorage, AK
Please do not let Brown Jug drive out our small, local liquor stores by letting them open
another store in south Anchorage! There are already plenty of liquor stores in the area
and we DO NOT need another. We should encourage small businesses in our local
community not monopolies.

John and Jane Erkmann
erkmann2@gci.net
9072448727
6/20/2022 11:19:32 AM
18410 Kittiwake Circle
Anchorage, AK 99516
With seven active liquor store licenses in our area already (Carr’s Oaken Keg, Anchorage
Wine House, Speedway Express, Value Liquor, Wine Got to, Crush, Fire Tap), and now
Brown Jug. Not only is the area oversaturated but with the Brown Jug’s 20th store next
door to Speedway Express and Anchorage Wine House, the effect will eventually be to
drive out the family owned businesses and their employees. Times are tough enough
without adding to the burden of small business. Please deny the request of Brown Jug
for yet another liquor store. It is absolutely not necessary and will definitely hurt small
business, some to the point of extinction. Respectfully submitted, John & Jane
Erkmann

Chris Mues
16880 Mt McKinley View Dr
Anchorage, AK 99516
cmues@gci.net
19073519675
6/20/2022 7:46:03 PM
Assembly Members,
Re: Case 2022-0074 (Brown Jug request for a new location/liquor license)
It is in the best interest of the South Anchorage Community and additionally for the
current surrounding businesses with liquor licenses to not allow the expansion of adding
an 8th license in the immediate Huffman area. Brown Jug currently has a “saturation” of
stores across Anchorage, easy to access from anywhere in the municipality. Adding a
new location at Huffman is not needed and does not meet our goals of business
development for the South Anchorage Community needs.
Allowing this expansion will impact our community with over development of services
not in the best interest of the area. It will also impact the current existing
business/license holders by adding unneeded pressure to a limited market, ultimately
causing smaller venues to fail. MOA development services need to be supportive of
existing business. The intent of issuing new licenses should be to provide services where
there is a shortage. This is certainly not the case here.
The MOA goals should be to provide support to existing business, not cause undue over
expansion.

Respectfully,

Chris Mues
16880 Mt McKinley View Dr
Anchorage, AK 99516
South Anchorage Hillside Resident

Deborah D. Tompkins
6/21/2022 4:36:59 PM
Dear Assembly:

Please do not approve this special land use permit. We already have enough liquor stores in the area, including Oaken Keg and Speedway Express already right off of Huffman. There are already SO MANY Marijuana shops springing up in Anchorage that it seems unnecessary to allow another one. We don't want them in our neighborhood. There are schools close by that would be affected as well. No good can come from this.

This seems out of character for locating a liquor store, centered between fast food, ice cream, coffee shop, and a toy store. Also, with the traffic congestion since Sonic opened, adding a liquor store next door will only make this situation worse and less friendly for both driving and pedestrians. There are better spots, "If" we really need more liquor stores.

Thanks

Reg: Case # 2022-0074 Brown Jug's Special Land Use Permit for Alcohol

In line with contents of Old Seward Oceanview Community Council's resolution opposing Brown Jug's SLUP proposal at 1160 Huffman Park Drive, as a small businessman, I also oppose this proposal for over-saturation of liquor stores in a given area and for the existential concerns of Anchorage Wine House (only one block away at 1320 Huffman Park Drive) and other small operations in the area.

There already are seven active package store licenses in South Anchorage between Huffman and O'Malley Road: 1) Carrs Oaken keg, 2) Anchorage Wine House, 3) Speedway Express gas station on Huffman, 4) Value Liquor, 5) Wine Grotto, 6) Crush, 7) FireTap.

We do not need Brown Jug's 20th liquor store packed in next to each other with Speedway Express and Anchorage Wine House. It would be an over-saturation of liquor stores next door to each other in a given area. If you don't believe this to be an over-saturation of liquor stores, I would like to take a rain check on new liquor store placement next to every Brown Jug stores in this town. The community of South Anchorage is well served as it is with the existing liquor stores and can do without Brown Jug at the proposed site. Brown Jug has enough presence in this town already, and I ask you not to allow them to further monopolize over other small businesses because I am a prime example of their prior victim. When Brown Jug was approved to open a new store at 2203 West Dimond Blvd back in 2008, they drove my 1901 West Dimond liquor store down and I ended up shutting it down a few years down the line. Corporate Brown Jug has a Corporate Walmart effect on local small businesses. They have bulk purchasing power. They can buy for less and sell it for less with all the outlets that they have. If I tried to match their price, I couldn't afford to pay myself and let alone pay to the staff. At that point, what's the point in staying open. If you approve this proposed site, it will bring bleak future and future closures to the small operations in the South. Is this really worth driving out the family owned operations plus their employees? Is it worth approving one over losing several others down the line? What is wrong with the way it is now?

With that, I, my family, and my employees ask you to turn this proposed site down.

Thank you.

Sincerely,

Talbot Chang (Owner Operator of Anchorage Wine House)
All non-Restaurant or eating place Alcohol licenses in Alaska are issued on a formula of one license for each 3,000 of population. The proposed Brown Jug would require the issuance of a fourth package liquor license in the Old Seward / Oceanview Community Council (OSOCC) and this would exceed the desired saturation of licenses. This total count of package liquor licenses does not include the Value Liquor on Klatt and Old Seward Highway.

In review of available sources the 2022 estimated population of OSOCC is approximately 9,500. With the issuance of the proposed Brown Jug there would be package liquor stores serving this community appropriate for a population of 12,000 people. When the Value Liquor is included the package liquor store saturation would be adequate for a population of 15,000.

In consideration of the potential over-saturation of package liquor stores in the OSOCC, Huffman Auto Center, LLC would respectfully request that the OSOCC not approve this new package liquor license.

Respectfully,
Collin M. Agni
Carr & Family Properties, LLC
From: Chris Mues <cmues@gci.net>
Sent: Monday, June 20, 2022 6:25 PM
To: Odell, Shawn M.
Subject: Case 2022-0074

[EXTERNAL EMAIL]

Mr. Odell,

It is in the best interest for the current surrounding businesses with liquor licenses to not allow the expansion of an 8th license in the immediate Huffman area. Brown Jug currently has a “saturation” of stores across Anchorage. Adding a location at Huffman is not needed and would impact the current existing license holders. The intent of issuing new licenses should be to provide services where there is a shortage. This is certainly not the case here and it may cause existing licensed stores to fail. The MOA needs to support existing business.

Respectfully,

Chris Mues Sent from my iPhone
Dear Mr. Odell:

I am one of the many citizens opposed to Brown Jug opening another liquor store in the Old Seward and Huffman area. There are already seven liquor stores in the area, catering to many tastes and budgets. The last thing we need is to saturate the area with another. I hope the Planning Department will take this into consideration.

Mary E. Swanson
To Municipal Planning,

I live about three miles up the hill from Carrs Huffman and I understand we are getting another liquor store in our shopping area. We already have numerous options within a half mile. There is a locally owned store, the Win House, literally on the same block. I am paying more and more taxes on liquor purchases, supposedly as part of a Municipal effort to provide funds for treatment and rehab for inebriates. Saturating the area with a liquor store on every block seems inconsistent with the Municipal mission (for which I pay taxes every time I responsibly buy alcohol)

I oppose the proposal for another liquor store in the Huffman business park.

Mike Dieni
From: Donna Mccray <dmcc10@me.com>
Sent: Thursday, June 16, 2022 3:27 PM
To: Odell, Shawn M.
Subject: Development near Sonic

[EXTERNAL EMAIL]

The last thing we need is more pot shops. This is not the pot of the 60s. It is four times stronger and continued use can cause serious mental issues with chronic use.

Brown jug has a liquor store near Carrs. Carrs owns both Brown Jug and Oaken Keg. It seems like an attempt to target a local wine shop. If the goal is to ruin a small owned business, this is unacceptable. Please consider stopping this development plan.

I’m very concerned with this development plan. It’s also geared to target kids..

Thank you,

Donna McCray
907-344-9571

Sent from my iPhone
From: Becky Oberrecht <rloberrecht@gmail.com>
Sent: Thursday, June 16, 2022 3:33 PM
To: Odell, Shawn M.
Subject: Over saturation of liquor stores

[EXTERNAL EMAIL]

It has come to my attention that Brown Jug is applying for yet another application for a store right next to the Sonic Restaurant in the south side. The same area that has been plagued with traffic flow issues. There are several liquor stores in a small radius in that same area. There is no need for another liquor store in that area!
Please inform the assembly that this is a request that should be denied!
Thank you.

Blame Spellcheck for all errors.
From: Randy Moore <moorerandyj@gmail.com>
Sent: Thursday, June 16, 2022 12:45 PM
To: Odell, Shawn M.
Subject: Comments - Case #2022-0074

[EXTERNAL EMAIL]

I would like to weigh in on this permit. As a resident within a couple of miles from this location I DO NOT want another liquor store in addition to the others in the immediate area. I also believe that Brown Jug has enough other locations in town, they have saturated the market.

Family owned businesses should not be squeezed out of business which I fear will happen to the small shops very close to this proposed Brown Jug.

Vote against this permit. We don’t want or need another liquor store changing the balance of our neighborhood.

Sincerely,

Randy J Moore
4640 Southpark Bluff Drive
Anchorage, Alaska 99516
832.247.2148
From: George Stewart <gstewart36@gmail.com>
Sent: Sunday, June 19, 2022 8:44 PM
To: Odell, Shawn M.
Subject: LIQUOR LICENSE Application 2022-0074

[EXTERNAL EMAIL]

Please DO NOT PASS Liquor License 2022-0074 Brown Jug There are more than enough liquor store in that area—the public does not need more opportunities to get drunk— health and safety speak against this application strongly.

George Stewart— 907-360-2051
Glstewart36@gmail.com
From: aktomn@gci.net
Sent: Saturday, June 18, 2022 8:42 AM
To: Odell, Shawn M.
Subject: Brown Jug liquor store permit application

[EXTERNAL EMAIL]

Re: Case # 222 0.....whatever?

Are you kidding me? Another liquor store in that Huffman area b/t Old Seward and New Seward? It’s saturated with liquor stores already - not a nice mix with crowds at Huffman Carrs, the Oaken Keg liquors, the New Providence Medical Center, dentists, drive-up banks, a major post office, and traffic patterns designed by maniacs. Besides, Brown Jug already has a store little more than a mile north on Old Seward. Enough, already.

Tom Nelson
907-346-1715
Please reconsider any attempt to add another liquor store Reg: case # 2022-0074 Special Land Use Permit ; Brown Jug’s permit application for liquor store in the South area.

Consider the taxes paid by prosperous established businesses already in place serving the need very capably now. With so many stores someone or two may go out of business and the tax losses will significantly off set the profits of any new business. It is not a good practice to saturate an area.

Thank you
Sent from the all new AOL app for Android
[EXTERNAL EMAIL]

Please Do Not approve of application 2022-0074. There are more than enough liquor stores in that area. Another would be a health deficit and danger.

George Stewart. 907-369-2051
glstewart36@gmail.com
Odell, Shawn M.

From: Old Seward - Ocean View Community Council <osovcommunitycouncil@gmail.com>
Sent: Thursday, June 16, 2022 12:10 PM
To: Odell, Shawn M.; Honest, Miranda L.; Old Seward - Ocean View Community Council;
Roselynn Cacy; Stan Moll; Carol Fuller; Nancy Moses; Talbot Chang;
Mike@anchoragewinehouse.com
Subject: Fwd: Old Seward/Oceanview Community Council Resolution #2022-01 Opposing
Proposed Brown Jug Liquor Store Location
OSOVCC Resolution #2022-01 Brown Jug.pdf; Huffman Commons Trip Gerneration
Letter 9-21-21.pdf; OSOVCC Letter to Traffic and Planning Depts re Huffman
Development.pdf; OSOVCC Letter re comments re Huffman Development.pdf; Huffman
Sonic BASE 3.16.21-Layout1 (1).pdf; Anchorage Wine House Petition re Brown Jug
location.pdf; OSOVCC Minutes February 2022.pdf

JUN 16 2022
BY: Planning Dept.

[EXTERNAL EMAIL]

Shawn, Today we heard from Talbot Chang, owner of Anchorage Wine House, that you had a conversation with him about the Old Seward/Oceanview Community Council’s (OSOVCC) Resolution opposing Brown Jug’s license transfer and proposed location in the Huffman development area. You told Mr. Chang that you have not seen the OSOVCC resolution or any other documents relating to the community council’s position on Brown Jug. Please be informed, OSOVCC has timely submitted comments and documentation to Miranda Honest on May 31, 2022 to be considered as written testimony for the upcoming Assembly hearing. We will also be testifying in person. We are forwarding to you the May 31, 2022 OSOVCC email to Miranda Honest with all of the attachment documents. Miranda confirmed that she received all documents and would be including all in the Assembly packet.

Please contact Miranda Honest if you have any questions about our timely submission.

Also, let me know asap if you cannot open any of the documents, including the Resolution #2022-01. Please "reply to all" so that our board and officers can be kept up to date.

I am copying Talbot Chang and Mike McVittie of the Anchorage Wine House with this email as they informed us of your conversation.

Thank you

Nancy Joseph
Secretary/FCC Delegate
OSOVCC

---------- Forwarded message ----------
From: Old Seward - Ocean View Community Council <osovcommunitycouncil@gmail.com>
Date: Tue, May 31, 2022 at 2:31 PM
Subject: Fwd: Old Seward/Oceanview Community Council Resolution #2022-01 Opposing Proposed Brown Jug Liquor Store Location
To: Honest, Miranda L. <miranda.honest@anchorageak.gov>, Roselynn Cacy <roselynnncacy@gmail.com>, Stan Moll <shm99516@yahoo.com>, Carol Fuller <cfuller@gti.net>, Nancy Moses <mosesna@gti.net>, Old Seward - Ocean View Community Council <osovcommunitycouncil@gmail.com>

This is what OSOVCC sent to the Assembly, and Planning, and Muni Traffic on May 2, 2022.

Do we need to submit it again as written testimony for the July 12th hearing to put us on the Agenda to testify?
Thank you
Nancy Joseph

-------- Forwarded message --------

From: Old Seward - Ocean View Community Council <osovcommunitycouncil@gmail.com>
Date: Mon, May 2, 2022 at 9:34 AM
Subject: Old Seward/Oceanview Community Council Resolution #2022-01 Opposing Proposed Brown Jug Liquor Store Location
To: <wwmas@munio.org>, LaFrance, Suzanne <suzanne.lafrance@anchorageak.gov>, <randy.sulte@anchorageak.gov>,
Rep. Thomas McKay <Rep.Thomas.McKay@akleg.gov>, Langley, Kris A. <kristen.langley@anchorageak.gov>,
<mayor@muni.org>, <craig.lyon@anchorageak.gov>
Cc: Old Seward - Ocean View Community Council <osovcommunitycouncil@gmail.com>, Roselynn Cacy
<roselectynccacy@gmail.com>, Carol Fuller <cfuller@gci.net>, Nancy Moses <mosesna@gci.net>, Stan Moll
<shm99516@yahoo.com>, Nancy Beardsley <beardsleysn@ak.net>

Assembly, Mayor's Office, Planning and Zoning, Traffic Department,

Attached is the Resolution #2022-01 from the Old Seward Community Council ("OSOVCC") membership opposing the proposed transfer of license for a new Brown Jug Liquor store at the location known as Lot M-1 in Huffman Business Park or Huffman Commons as named by Wood River Park Investment Group, LLC, the Developer. Afognak, the owner of the Brown Jug enterprise, met with OSOVCC members in February 2022 and was made aware of the opposition to this location for their store.

Since April 2021, OSOVCC has been communicating with the Assembly and the Muni regarding concerns of exponential traffic growth and the oversaturation of package stores within this small community area. As recently as February 2022, OSOVCC had asked the District 6 Assembly Members to consider our concerns as to the impacts in our area. In addition, Sonic restaurant opened (March 2022) causing undesirable traffic situations requiring APD intervention, and a marijuana retail store, a drive-thru Starbucks, and a liquor package store are all planned for this same lot. See attached communications.

Traffic issues already experienced by residents at this site, and a study commissioned by the Muni performed by Kinney Engineering, LLC (September 7, 2021) further elevates concerns about the increase in vehicles to this congested and poorly managed traffic area. The study estimates a 68% increase in traffic to this site (survey did not include peak lunch time hours), yet there are no traffic management plans being developed or communicated to our Community Council. Additionally, the placement of a 6th package store within this congested area shows poor planning decisions for this neighborhood that desires a safe pedestrian/biking/user friendly community center (expressed to Muni Traffic and the Assembly in our CC meeting). If approved, there will be three package stores within the same connected parking lot! The area manifests dangerous vehicle/pedestrian issues already.

Documents providing background communications with the Muni are attached, as is a copy of a local petition signed by over 320 residents opposing this Brown Jug location.

OSOVCC would like to be informed in advance of when actions on this license will be on the Assembly Agenda. This is an important community concern for Old Seward/Oceanview that should not be minimized or discounted as the future of this Huffman area should be planned to ensure a safe, user friendly, and thoughtful planned community area.

Sincerely,
OLD SEWARD/OCEANVIEW COMMUNITY COUNCIL
Nancy Joseph, Secretary
Roselynn Cacy, President
Carol Fuller, Vice President
Stan Moll, Treasurer
Steve Beardsley, Alcohol and Marijuana Committee
Old Seward Oceanview Community Council (OSOVCC)  
Resolution #2022-01  
Transfer of Alcohol Permit for Brown Jug location at Huffman Business Park, Lot M-1

Whereas Old Seward Oceanview Community Council (OSOVCC) met on February 23, 2022 at our regularly scheduled meeting date and time via Zoom; and

Whereas OSOVCC became aware in February 2022 of the interest of Afognak Native Corporation (Afognak), Owner of Brown Jug, in leasing the property being constructed in the Huffman Business Park on Lot M-1; and

Whereas the OSOVCC is aware that this site on Lot M-1 is intended by Brown Jug for package store alcoholic beverages and tobacco and is permitted in this zoning and other permitted activities as per Due Diligence; and

Whereas OSOVCC is aware that this Lot M-1 is also the intended lease site of Scorpion Grass marijuana retail and Starbucks drive thru and is north of the Sonic Restaurant; and

Whereas neighborhood residents and concerned citizens have serious reservations with another vendor with package alcohol permits in the area, and the ensuing saturation effect on small businesses; and

Whereas OSOVCC residents consider this location to be in a high traffic area, hostile for pedestrians, cyclists, motorcycles, and vehicles in an already crowded magnet commercial area which cannot sustain more traffic; and

Whereas ingress and egress within the Huffman Business Park is restricted to one entry/exit from the east side of Old Seward Highway, one entry/exit from Industry Way, one entry/exit from the east side of a roundabout, and one entry/exit going west on Huffman near the exit from New Seward Highway; and

Whereas the OSOVCC has discussed the permitting of this vendor in this location at the February 23, 2022 meeting and has substantive issues with another alcoholic beverage outlet within this area due to multiple vendors already located within the Huffman Business Park. Afognak was present at this meeting and mentioned a scarcity of package stores in the area and that they expected no traffic impacts to the area. Afognak stated they were unaware the Kinney Engineering Report (referenced below), the actual number of package stores within the Huffman Business Park area, and the future marijuana retail site lease; and

Whereas OSOVCC has made District 6 Assembly Members and State Representative Tom McKay aware of concerns with oversaturation of the number of package retail locations located within the immediate area surrounding Lot M-1: Anchorage Wine House, Raven’s Ring Beer Brewery, Carrs Oaken Keg, Speedway (located in the same shared parking area adjacent to Lot M-1), Anchorage Denali Winery. Furthermore, these vendors with full package permits are in very close proximity to the proposed leasing site, notably Speedway ~345 feet, Anchorage Wine House 425 feet, Carrs Oaken Keg 1,200 feet; and the proposed Brown Jug Liquor, and within one mile, Value Liquor; and

Whereas Upon request by OSOVCC in January 2022 to Municipality of Anchorage Traffic Department (Muni Traffic) for more information about this development site, OSOVCC was informed on January 27, 2022 of the Kinney Engineering, LLC report dated September 7, 2021 citing the increase business traffic would increase by 68%, during morning and evening hours; the report did not include lunch time peak hours. This report was not provided to OSOVCC previously; and
Whereas upon review of the Kinney Engineering, LLC report (attached) provided by the Muni Traffic, it was determined that Afognak had been planning with the Developer to apply to lease this location in early 2021 and had no contact with the Community Council prior to February 2022; and

Whereas furthermore local vendors have been denied a package outlet permit on the south side of Huffman Road due to a Warranty Deed dated Feb. 25, 1961 (Book 218 Page 71 Case 61-2241) and were twice more denied in separate locations on the south side of Huffman by Municipality of Anchorage, State of Alaska, and our own community council; and

Whereas OSOVCC has made Muni Traffic, the Municipality of Anchorage Planning Department, and the District 6 Assembly Members aware of current and anticipated concerns with traffic issues involving new businesses immediately adjacent to this site: Sonic Drive-In, Scorpion Grass marijuana retail, and Starbucks Drive Thru. See letters dated April 27, 2021, and June 9, 2021; and

Whereas OSOVCC’s shopping area is concentrated predominantly in the Huffman Business Park area: US Post Office, Carrs, four fast food vendors, three restaurants, three urgent care facilities, two banking facilities with drive up, two physical therapy units, two gyms, dentists, Anchorage School District Nutrition Center, Anchorage School District Maintenance Center, two gas stations, and various other essential services; and

Whereas OSOVCC residents are aware that the March 2022 soft opening of Sonic Restaurant adjacent to Lot M-1 resulted in a high level of traffic disturbance to Huffman Road, Industry Way, and Huffman Park Drive, and required intervention by Anchorage Police Department and Muni Traffic Department enforcement. Sonic chose to close the location temporarily. Sonic Restaurant and the Brown Jug Liquor Store will contribute significantly to the overall traffic congestion to this Lot M-1 and adjacent streets; and

Now therefore the OSOVCC has met and resolves that this liquor permit holder does not operate a liquor license at this location, that it is a core problem of oversaturation of full package permits and will intensify the insurmountable traffic issues. Further entry should be denied.

Issue introduced March 23, 2022  Vote Yea 14 No 1 Abstain 1

Final vote April 27, 2022 Yea 15 No 1 Abstain 2

Testified by:  

President, OSOVCC  Dated April 26, 2022

Attached:
Minutes of OSOVCC February 23, 2022  
Kinney Engineering, LLC Report  
Historical communications with Government officials dated April 27, 2021 and June 9, 2021.  
Site plans for Lot M-1, 61 North Architects
April 27, 2021

Municipality Planning Department  
Michelle McNulty, Director  
4700 Elmore Road, Anchorage AK 99507  
Michelle.mcnullty@anchorageak.gov

Municipality Traffic Department  
John Crapps, Acting Municipal Traffic Engineer  
4700 Elmore Road, Anchorage AK 99507  
john.crapps@anchorageak.gov

Kris A. Langley, Associate Traffic Engineer  
4700 Elmore Road, Anchorage AK 99507  
kristen.langley@anchorageak.gov

Subject: New Development and Traffic Concerns at Huffman Park Drive/Industry Way/Huffman Road  
Site Description: Huffman Business Park, Tract M1

Dear Ms. McNulty, Mr. Crapps, and Ms. Langley,

The Old Seward/Oceanview Community Council has had two briefings by The Boutet Company representatives Tony Hoffman, and/or Chris Cole of 61 North Architects. At our February 24, 2021 and March 24, 2021 meetings, members heard about new retail space for marijuana retail store for Hack Investments d/b/a Scorpion Grass, a Starbucks coffee walk-in/drive-thru, an additional retail space not revealed, and the expansion of Sonic restaurant under construction and related parking mitigation plans. The owners of the properties were not revealed to us, but muni property tax records show the owner of the North lot is Huffman Business Park TR M1 LLC, and the South lot is Wood River Park Investments Group LLC.

These lots are in a prime location, and we are encouraged that they will become a beneficial economic center to our neighborhood. However, we are asking that the Municipality Planning and the Traffic Department fully review the plans for this development with the community in mind, especially, how residents will experience the unusual exponential increase in traffic.

We were presented with site drawings depicting the development and highlighting the developer’s challenges to traffic and parking. It is our understanding that the lots are being submitted to the Planning Department for replatting due, in part, to the expected traffic issues, lack of parking, and expansion on the site to facilitate two drive-thru lanes for Sonic and overflow parking. The vehicle traffic for drive thru and parking for the Sonic restaurant alone is of concern to the Community Council members and to the developer. Additional traffic expected to a Starbucks drive-thru and a marijuana retail site will increase the impact to the area as well.

It is no secret that when Sonic opened in Wasilla, residents complained about traffic jams on the main artillery for over a year; it is still a traffic problem. Traffic on Huffman Park Drive, Industry Way, and Huffman Road is at a high level and may not be able to support such traffic jams. Traffic levels are noticeable by every driver going to the U.S. Post Office, Carrs/Safeway Grocery Store, Southside Bistro, Paramount Cycles, Alaska USA Federal Credit Union, Wells Fargo bank, Brown Jug Liquor Store, The Wine Store, O’Brady’s Restaurant, Tesoro Gas Station, Speedy Glass, Primary Care Associates, Anchorage Fracture and Orthopedic, Kaladi Brothers Coffee, The Garage, the Chevron CARRS Gas Station, and over a dozen more businesses on surrounding streets. With the high-density retail in this area, residents currently experience overburdened intersections, high traffic counts, and difficulties trying to turn left.
from Industry Way onto Huffman Road, from Huffman Park Drive onto Industry Way, from Industry Way onto Huffman Park Drive, and from Huffman Road onto Industry Way. These intersections will be directly impacted by this new development. Additionally, the turn lane into the Alaska USA parking lot is dangerously close to Huffman Park Drive and will be affected by an increase in traffic at that intersection.

OSOVCC is requesting an extensive review of the current traffic situation to ensure that the area streets can handle the traffic flow, and coordination with the Planning Department to ensure this development does not present future unmanageable problems for our area. A viable traffic plan developed now can serve to alleviate a future traffic nightmare situation, fixable only in the off chance that a Capital Improvement Project is planned, approved by voters by Bonds, and possibly implemented within 5-10 years on these streets. Our area does not want this to be a long-term problem with only a remote chance of resolution. We would like interaction directly with our Community Council Board, and we would also like to invite representatives to speak to our members at our April 28th or May 26th Zoom meeting to discuss the anticipated traffic impacts and solutions. We would like to hear from Muni Traffic on the plans for how traffic will be managed with the expected increase of vehicles to this area and would like to know the current traffic counts for these three streets (Industry Way, Huffman Park Drive, Huffman Road at the intersection with Industry Way).

Also concerning the neighborhood is the “scrape and pave” removal of existing complementary landscaping on the lot. We would prefer that the current spruce landscaping be preserved on the North and West ends of the lot, as it resembles the healthy spruce trees on the lot to the East and it keeps mature trees in the area. Sheering the spruce trees to the ground and removing them would be a major disappointment; Mr. Cole has stated that his site drawing accommodates retaining the current trees on the lot. The Old Seward/Oceanview area is a community that promotes retaining old growth trees, shrubs, and foliage, apparent in residential Subdivision covenants and restrictions.

We do not have an idea of the retail centers’ exterior appearances, but we do know that the increase in traffic and “paving paradise (and removing trees) to put up a parking lot” does not make for a happy community. We appreciate having heard from both the Planning and Traffic Departments with a response and the offer to attend our Community Council meetings, and with advice for future public comment opportunities.

Sincerely,

/s/
The Board of The Old Seward/Oceanview Community Council
Roselynn Cacy, President; Carol Fuller, Vice President; Nancy Joseph, Secretary; Stan Moll, Treasurer

CC via email:
Assembly Member Suzanne LaFrance  suzanne.lafrance@anchorageak.gov
Assembly member John Weddleton john.weddleton@anchorageak.gov
The Boutet Company - thoffman@tbcak.com
Chris Cole, 61 North Architects - ccole@61northarchitects.com
Huffman/O’Malley Community Council President - HOCCpresident@gmail.com

Attachments:
Huffman Sonic BASE 3.16.21-Layou1 (1)
The Boutet Company - Community Meeting Summary
Old Seward/Oceanview Community Council (OSOVCC)
Minutes of Meeting – February 23, 2022, 6:30 p.m. - Meeting Held Online via ZOOM
2022 Winter/Spring Dates: January 26, February 23, March 23, April 27, May 25
OSOVCC Website: http://communitycouncils.org/servlet/content/25.html
Meetings are Audio and Video Recorded

Board Members: President, Roselynn Cacy, Vice President Carol Fuller, Treasurer Stan Moll, Secretary/FCC Delegate Nancy Joseph

Members are reminded to contact the OSOVCC Board with questions and issues at the following email address so that we can respond and assist as appropriate. Email address for OSOVCC President and Board Members: osovcommunitycouncil@gmail.com

Meeting called to order at 6:35 p.m. President Cacy presiding. Community Council/FCC Zoom meeting protocol guidelines were read into the record. All attendees were required to state their name, street location in the Old Seward/Oceanview area, or if they were a guest to our meeting, provide their name and affiliation. When Quorum was in place, the February 2022 Agenda and January 2022 Minutes were approved. Treasurer Report - bank account balance as of January 31, 2022 is $1,538.14. The FCC provided $75 toward the purchase of updating OSOVCC meeting notification sandwich boards; the $75 will be deposited to the bank account.

OSOV Community Patrol Jeff Childs – The Coalition of Community Patrols (covering all of Anchorage) is undergoing officer changes. Volunteers to OSOV area community patrol are welcome. Contact Jeff at 907-240-7880. Low crime rates and incidents apparent lately within our neighborhood. Note that this level of crime does not engage APD; however, it is important to report all theft and crimes and perceived threats by suspicious individuals. It is apparent that it will take conversations with Legislators to stiffen penalties on crime and to enable prosecution. We are all affected by petty crimes. Rep. Tom McKay agreed, as a truck was stolen from his driveway and was never recovered. More active APD engagement may help.

Question: S. Moll - Where/when do you patrol? Answer: Parks, streets, priority areas identified on Nextdoor as having suffered crimes, Hours vary. Question: N. Joseph - What is done when a crime is observed, for example, trees being cut down in our parks?
Answer: If personal safety is secure, the offender will be approached; otherwise, APD will be notified of a crime in progress.

OSOVCC Note: If You See Something – Say Something. Report all suspicious activity and traffic hazards to 3-1-1; if you are in immediate danger, call 9-1-1. Anyone seeing destruction or vandalism in our parks should call Muni Parks at 343-4355 and APD at 3-1-1 when the crime is being observed. Take pictures with your phone. If something is vandalized or playground equipment is broken, make the call to Muni Parks. Report homeless camps and motorized vehicles on our trails.

Committee Report: E. 120th Avenue Upgrade Stakeholders Meeting Notes – A comprehensive summary is reported in the January 2022 Meeting Minutes. Of note: The State DOT responsible for Old Seward Highway (“OSH”) traffic and safety has stated there are plans to deal with the intersections of OSH/Industry Way, and OSH/E. 120th Avenue danger zones. Left turns, speed, illegal use of the center turn lane, and increased traffic impacts has resulted in many angle/front-end crashes and fatalities at the intersections and within the painted middle left hand turn lane. Concrete left hand turn lane barriers are planned to enable turning left onto Industry Way from OSH; the same is planned for turning left from OSH onto E. 120th Avenue. No left turn will be accommodated initiating from either Industry Way or E. 120th Avenue. This is expected to be under construction within the next year. Thank you to Rep. Tom McKay for asking DOT to engage with OSOVCC.

Anchorage Police Department (“APD”) / Anchorage Fire Department (“AFD”) – not present this month. AFD has been invited to the March meeting, if available.

Juneau Senator Natasha von Imhof – We received a briefing via email as follows:

1. House is working on operating budget.
2. Senate Finance is working on ‘dividend split’ bills – 75/25 (75% for government/25% for dividend) and 50/50 (50% for government/50% for dividend)
3. The governor’s Executive Order to bifurcate (create 2 new departments) the Department of Health & Social Services is being discussed in both bodies – at present, there has not been a bill to ‘stop’ the Executive Order from going through. The deadline is March 16th.
4. The Capitol is open to all public and lobbyists; masks are no longer required.

To reach Senator von Imhof: sen.natasha.vonimhof@akleg.gov and 907-465-2995. Contact Shareen Crosby for information, and links to videos and Facebook at shareen.crosby@akleg.gov

Juneau House Representative Tom McKay – Rep. McKay agreed with the concerns about crimes in neighborhoods and mentioned that SB 91 was repealed to get tougher on criminals, including stopping soft crimes committed. Other notes:

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1. McKay is interested in roads/streets issues. OSVCC asked him to stay for the liquor store presentation for the Huffman area, and we thanked him for engaging DOT on the OSH/Industry Way/F. 120th Avenue intersection safety corridor.
2. Legislature is seeking funding from the three COVID relief bills and mentioned the current oil price of $90/barrel to help with the State’s budget.
3. Hoping to get monies from the Infrastructure Bill passed in Congress and applying for grants for funds.
4. Port of Anchorage – Jacobs Engineering reports that had the November 2018 earthquake in Anchorage lasted 7 more seconds in duration, the Port could have been catastrophically demolished. Anchorage Chamber of Commerce has joined in seeking funds from the federal government for $600 Million to replace the Port. Question: N. Joseph – Is the military using the Port, and can we get in line for funding from that resource. Answer: Yes, that is an avenue to be pursued.
5. Flying Crown lawsuit with Alaska Railroad is in federal court
6. Redistricting legal challenges continue in the court system. Our South Anchorage Districts do not seem to need readjusting as there are relatively small changes.
7. Rank choice voting will be in play for the state election in November.
8. Call for a Constitutional Convention will be on the Ballot; this is routinely placed on the Ballot every ten years.
9. PFD bills are under discussion as mentioned above in Sen. von Imhof report.
10. The Department of Health and Social Services agency split proposed by the Governor is proceeding, as no action seems to be underway by the Legislature. The agency is large and has a $1.4 Billion budget/year which presents management challenges. Question: D. Brollini - Is there a Supply Chain research group active within the Legislature to ensure Alaska grocery stores can get goods? Answer: This may be a Municipality effort for Anchorage. Uncertain that a state effort is underway.

To reach Representative McKay: Toll-Free: 866-465-4993 and email: Representative.Tom.McKay@akleg.gov

Anchorage Mayor’s Office – Welcome to Terrence Shanigan from the Mayor’s office to our CC meeting. We will include the Mayor’s Office on the Agenda for each meeting. We were briefed on the following:
1. Sullivan Arena and plans for the homeless: As of March, funding for mass care will be challenging; Muni is seeking $15 Million to fund the homeless strategy. Plans are for a June 30th exit from the Arena.
2. Girdwood fluoride issues are being worked – the Girdwood utility system regulating the fluoride in drinking water has failed and needs to be repaired.
3. Tax Exemptions for Auxiliary Dwelling Units (“ADU’s”) are under consideration. This is a special tax exemption that current property owners do not have, and it may apply only to newly constructed ADU’s (example, Bed and Breakfasts).
4. The Muni has no COVID tests available; hoping to get more.
5. Handout to panhandlers: Signage in 29 locations around town have been altered by private individuals to make it seem that giving money to panhandlers is legal. Paper signs posted on top of the Muni signs are being taken down. New signage will go up citing current laws.
6. Tongan volcano relief drive: Very good community effort to donate over 120 pounds of goods. Alaska Airlines brought donations from outside of Anchorage; Superman Moving Company is palletizing the goods. Another 80 pounds is expected and will be shipped to the Tongan residents.

Assembly Suzanne LaFrance – Briefing as follows:
1. March 6th is the last day to register to vote in the Muni election. The Muni receives voter information from the State. To check your information, go to the State Division of Elections: https://myvoterinformation.alaska.gov/. Ballots will be mailed out to 210,000 eligible voters by March 15th. Early voting begins March 28th and will be available 7 days a week with variable hours. Sign up for BallotTrax to track your ballot at https://anchorage.ballottrax.net/voter/. Take a tour of the Muni Election Center: https://www.muni.org/Departments/Assembly/Clerk/Elections/Pages/default.aspx
2. Next Regular Assembly Meeting is March 1st. A special Reapportionment meeting is scheduled for February 24th.
3. The Port of Alaska Modernization is a major focus for the Muni. The Assembly, Mayor’s Office, and the State of Alaska are all on the same page regarding the way forward and getting funding ($600 Million which may be matched). The estimated total cost is $1.9 Billion. There is no appetite for a General Obligation Bond, so tariffs (increased by 40-60%) and possibly grants and the Infrastructure Bill may provide funds. A North extension structure will be constructed for use when the main Port area is under construction. Question: re: Military Use (as mentioned above). Answer: Yes, we need to seek those funding options. Alaska’s military presence and use of this Port is critical to local and National security. Pct of Alaska Modernization website: https://www.portofalaska.com/modernization-project/
4. Reapportionment: The Assembly is always looking for feedback. Points from residents: Keep neighborhoods together, do not include Anchorage Hillside with Eagle River. New boundaries will not be in effect for the April 2022 election. The State’s plan was adopted November 5, 2021; the Assembly declared malapportionment on November 23, 2021. This started the clock to finalize boundaries by the 6-month deadline. John Weddleton briefed us on the Map variations, shown below.
Assembly John Weddleton - Briefing on Reapportion maps. We reviewed Maps 6v2, 7v2, 11v2, and 11B also known as 12. Weddleton pointed out any changes to District 6 and overall changes to the Muni in each map. Please visit here for reference: https://www.akdistrict.org/map-gallery/

The Assembly is receiving negative feedback about including Anchorage Hillside with Eagle River and positive feedback of keeping neighborhoods together. The Census population data controls the granularity of the boundary divisions. The goal is to come as close to 48,541 population count for each District with less than 10% deviation. Rep. McKay mentioned that State House Districts strive to meet a 18,500 population target.

Public feedback is encouraged regarding the principles of what you like/dislike (keep neighborhoods together, don’t break up voting maps, looks like the current map, etc.). To submit comments: https://moa.commentinput.com/?id=Zgd85

Questions asked: Does including the JBER Base and the changes to the Base population over time have any bearing on property tax monies or is this just a matter of representation for the base? Answer: Yes, the Base may have changes to population, but the Districts are re-mapped every 10 years, and there are no property tax implications. The Base is included for representation in a District.

Other Assembly information: 1) Muni is starting to move people to the Sockeye Inn. It is being purchased to offer help to homeless with health needs. The Barratt Inn will be used for people who need help finding a home, a job, or other support related to their being homeless because of hard economic factors. There is a Muni request for proposal out for a 200-person facility for the homeless with responses due within the week. 2) Tax Assessment – an additional 8% will be needed; however, property taxes will not go up that same percentage.

Assembly Contacts:
Suzanne LaFrance, Anchorage Assembly District 6, South Anchorage, Girdwood & Turnagain Arm, 907-351-7199 mobile/text, E-Mail: Suzanne.LaFrance@AnchorageAK.gov
John Weddleton, Anchorage Assembly District 6, South Anchorage, Girdwood & Turnagain Arm, 907-770-0685, E-Mail: John.Weddleton@AnchorageAK.gov
OSOVC Note: Find the Assembly work sessions schedule at https://www.muni.org/Departments/Assembly/Pages/Meetings-Worksessions.aspx
To receive the Assembly quarterly newsletters, sign up at wwwwmas@muni.org

Anchorage School Board – Report from Edie Knapp – Edie Knapp, a resident of OSOV, volunteered to present. We accessed the Bond information link for the April election and had an informative briefing. For more information, click: https://www.asdk12.org/Page/18705

Guest Speaker Ana Fisk and David Parish from Afognak Native Corporation as Owner of Brown Jug Liquor – Brown Jug Liquor owned by Afognak is planning to secure a long-term lease in the new building under construction on the North lot between Huffman Park Drive, Industry Way, and Huffman Road, north of the location of Sonic. A slide presentation of the corporation’s profile, the charitable donation efforts to Dollars for Dogs, and the new technology to be used for ID and admission to the liquor store were shown, as were graphics of what the interior Brown Jug might look like. With a perspective that a boutique liquor store and tobacco retail is needed in the area, and given that the Starbucks Drive-Thru would have differing hours of patronage so no traffic issues are foreseen, that no marijuana sales will be conducted by Brown Jug Liquor, and that there are perhaps a couple of other liquor stores in the area, maybe a boutique liquor store is needed. Members of the Community Council had a lot of questions.

• The Community Council mentioned several concerns about the number of liquor stores in the immediate area, the traffic issues currently under review by the Muni, and four high-traffic businesses being located at this lot to include Sonic, Scorpion Grass Marijuana Retail, Drive Thru Starbucks, and potentially a Brown Jug Liquor store. Afognak was unaware of the marijuana retail store to be located next to the liquor store; Scorpion Grass has license applications in using the address of the Lot since 2021.
• The Kinney Engineering Report provided to the Municipality dated September 7, 2021 was cited showing the conclusion that the above businesses at this location would increase the traffic trip generation by 68%. OSOVCC considered this to be a significant impact to the area, one that is unacceptable without traffic mitigation to be undertaken in advance by the Muni and reconsideration of the types of businesses attracting traffic.
• The Kinney report included the proposed Brown Jug lease indicating that this has been in progress during early 2021; however, OSOVCC had not been contacted until February 2022 for support for this location for Brown Jug’s lease. OSOVCC mentioned
that contact should have been made long ago for community input. OSOVCC suggested that Afognak seek a copy of the report from Muni Traffic. OSOVCC only received the report in February 2022 from Muni Traffic by requesting whether one had been undertaken for the new construction site. OSOVCC did not provide supportive comments about the lack of communication to the community.

- OSOVCC mentioned that it has asked Muni Traffic to provide additional data supplementing the Kinney Engineering Report regarding the traffic trip generation during the lunch hour peak period. The report presented the morning and evening rush hour data concluding an increase of 68% in trip generation; however, Sonic, Brown Jug, Starbucks, and Scorpion Grass will see heavy traffic during the lunch time hours given the nature of the products they sell (food, tobacco, alcohol, marijuana).

- OSOVCC mentioned that six (6) liquor stores are in the immediate business park area, including one in the same parking lot. They are Anchorage Denali Winery, Anchorage Wine House, Raven’s Ring Beer Brewery, Carrs Oaken Keg, Speedway, and within ½ mile, Value Liquor on Klatt/Old Seward Highway. Brown Jug would be the seventh liquor store. OSOVCC did not provide supportive comments about adding a seventh liquor store in this area.

- OSOVCC suggested Afognak contact Muni Traffic and Muni Planning to research the written concerns submitted by OSOVCC over the lack of traffic planning for the Sonic site and the replat of this site, and the written concerns for this development site lacking parking or traffic mitigation.

Questions from members: Steve Beardsley - Where does Brown Jug stand with the transfer of licenses, transfer of the license to this location (lease the building then transfer the license), unused licenses, applications for state licensing for tobacco and for alcohol, and when the approvals by the State and Muni are expected. Answers: Some of that is known – Afognak will have 24 licenses as the new owner of Brown Jug. Some of the licensing applications have not yet been submitted to the state, and it is not known how long this will take for approval. Transfer of this site location license will have to come after the lease is secured.

Nicole Zegiestowsky comments/questions - Why select this busy area with six liquor stores already present? Traffic in this Huffman area is hostile to pedestrians, cyclists, motorcyclists, and vehicles. The infrastructure for walking and driving is already difficult. Many liquor stores are already in this spot. The community doesn’t need another alcohol store here. A community center for events, bookstore, café may add more value to the community than an alcohol store, and less traffic will be realized.

Jeff Childs comments/questions – From a resident’s perspective, it is great to grow businesses; however, it comes with great concerns about traffic. There is a principal shopping area within ¾ mile, a Post office, bank, credit union, grocery store, restaurants. His recommendation is that the Lessees of this strip mall in conjunction with the owner/developer, come up with a traffic control solution and present it to the Community Council. It is up to Afognak who is going to create the problem. It is not enough to say “we are getting our license and coming into the retail site.”

Ana Fisk, Afognak mentioned that she is a Mom who travels Huffman and sees the traffic. It is not an intent to overburden the area, but a business will be going in there.

Old Business: The 2022 Anchorage Park Foundation ("APF") Challenge Grant Application open period was discussed by Stan Moll. Grants are offered to enhance our parks and to foster Youth Employment in Parks – “YEP.” Your park project could be selected by the Foundation; matching funding is required when submitting your application. A Johns Park application was submitted several years ago but was not chosen; the OSOVCC is submitting it again. OSOVCC continues to submit park projects through the Muni Capital Improvement Project priority list annually. This Foundation program is separate. The grant application, grantee resources and a list of past funded projects are available on APF’s website https://anchorageparkfoundation.org/programs/challenge-grants/

Motion passed to Adjourn at 8:38 p.m. Minutes taken by Nancy Joseph, Secretary

NOTES: APD – Anchorage Police Department    CC – Community Council    FCC – Federation of Community Councils
OSH – Old Seward Highway            OSOVCC – Old Seward/Oceanview Community Council
September 7, 2021

Grant Mathews, P.E.
Triad Engineering LLC
1300 E 68th Ave, Suite 210
Anchorage, AK 99518

Subject: Huffman Commons Trip Letter

Dear Grant:

This Letter conveys our investigation of the trip generation that can be expected to occur as a result of the proposal to replat and develop Tracts K1 and M1 of plat 98-119. Tract K1 has previously been a Carl’s Junior and is being rebranded as a Sonic, while Tract M1 is currently vacant. The proposed replat will result in three “frag lots”: one encompassing the Sonic site, one hosting a 3,300 sf retail building, and the final lot being developed with a 2,200 sf drive-through coffee shop and attached 6,500 sf retail space. The site is shown below in Figure 1.
The development site is located north of Huffman Road and east of Industry Way. Tract N1 is not part of the replat and development plan, but it has been included in this trip generation discussion as a result of comments made during the Municipal Platting Board process. The proposed occupants of the new retail buildings are a Starbucks and a Brown Jug liquor store in one building and a Scorpion Grass marijuana dispensary in the other building. Tract N1 is currently occupied by an automobile parts and services center and a Speedway Express gas station with a convenience market.

A total of six trip generators were considered for review and consist of the 3 proposed retail and service units as well as 3 existing service units. The trip generation for each entity was calculated for five weekday cases: Daily weekday volume, AM peak hour of adjacent street (one hour between 7-9 AM),

www.kinneyeng.com
PM peak hour of adjacent street (one hour between 4-6 PM), AM peak hour of generator, and PM peak hour of generator.

The Institute of Transportation Engineer’s (ITE) *Trip Generation* (10th Edition) manual is the industry standard reference to estimate vehicle trip generation for developments using data collected at sites throughout the United States and normalized by development size (e.g., trips per 1,000 square foot of building, number of units, etc). The trip generation for the Sonic fast-food restaurant with drive-through (land use 934), proposed coffee shop with drive-through (land use 937), proposed liquor store (land use 899), proposed marijuana dispensary (land use 882), and the existing automobile parts and service center (land use 943) were determined using the average trip rates per 1,000 square foot of gross floor area (GFA). The trip generation for the existing gas station with convenience market (land use 945) was determined using the number of fueling stations available.

Internal trips occurring between specific land uses are calculated based on methods and research data provided in Chapter 6 of the ITE *Trip Generation* manual. However, data is not available in the latest edition of the manual for internal trips between the land uses that are applicable to this study. Therefore, the potential internal trips are not accounted for in the total new trips generated by the proposed development. Chapter 7 of the manual also outlines the method used to determine the portion of generated external trips that are pass-by trips, in which the driver is already on the road before entering and exiting an additional lot on the way to the intended (primary) destination. Pass-by trip data was provided for gas station with convenience market and fast-food restaurant with drive-through land uses during the AM and PM peak hours of adjacent street.

The resulting trip generation for the existing and proposed site is delineated in Table 1. The ITE *Trip Generation* land use code and development sizes are also listed for each service/retail entity in the table. For the existing automobile parts and service center and gas station with convenience market, the gross floor areas were obtained from the Municipality of Anchorage’s public parcel GIS data. Trip data was not available in the manual for the AM peak hour of adjacent street for the liquor store land use, so the potential trip generation for this case is not included in the new trip totals.
## Table 1. Trip Generation Results for Existing and Proposed Conditions

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<tbody>
<tr>
<td>Development size</td>
<td>17,000 SF GFA</td>
<td>12 fueling stations</td>
<td>4,500 SF GFA</td>
<td>-</td>
<td>2,200 SF GFA</td>
<td>3,300 SF GFA</td>
<td>6,500 SF GFA</td>
<td>-</td>
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<tr>
<td>Daily Weekday Trips</td>
<td>243</td>
<td>2,464</td>
<td>2,127</td>
<td>4,888</td>
<td>1,805</td>
<td>834</td>
<td>660</td>
<td>8,167</td>
<td>+3,299</td>
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<tr>
<td>AM Peak Hour Trips</td>
<td>41</td>
<td>164</td>
<td>230</td>
<td>441</td>
<td>216</td>
<td>69</td>
<td>30</td>
<td>756</td>
<td>+315</td>
<td>-</td>
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<tr>
<td>PM Peak Hour Trips</td>
<td>39</td>
<td>190</td>
<td>232</td>
<td>467</td>
<td>82</td>
<td>99</td>
<td>111</td>
<td>759</td>
<td>+292</td>
<td>-</td>
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<tr>
<td>AM Peak Hour Trips – Adjacent Street</td>
<td>29</td>
<td>150</td>
<td>182</td>
<td>365</td>
<td>196</td>
<td>34</td>
<td>-</td>
<td>595</td>
<td>+230</td>
<td>163</td>
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<tr>
<td>PM Peak Hour Trips – Adjacent Street</td>
<td>34</td>
<td>168</td>
<td>148</td>
<td>354</td>
<td>95</td>
<td>72</td>
<td>106</td>
<td>627</td>
<td>+273</td>
<td>75</td>
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The proposed services and retail developments on Tract M1 are projected to generate an estimated 3,299 more daily weekday trips to the area, or an increase of 68% over the existing development conditions on the subject Tracts. The peak hourly increase will be during the morning rush hour, with an additional 315 trips per hour or a 71% increase. Of the trips generated by the fast-food restaurant and gas station during the AM peak hour of adjacent street (totaling 332), 163 (49% of) trips are predicted to be pass-by trips. During the PM peak hour of adjacent street, 75 (24% of) pass-by trips of the 316 trips generated by the aforementioned buildings are expected.

Sincerely,
Kinney Engineering, LLC

Will Webb, P.E., PTOE
Senior Civil Engineer
June 9, 2021

Municipality Planning Department
Corliss Kimbell, Office Associate
4700 Elmore Road, Anchorage AK 99507
corliss.kimmel@anchorageak.gov

Municipality Planning Department
Lori Blake, Junior Administrative Officer
4700 Elmore Road, Anchorage AK 99507
lori.blake@anchorageak.gov

Letter sent this date via email addresses as displayed

Subject: Comments Regarding Huffman Common Tracts 1-3 Commercial Tract Fragment Subdivision Project No. S12623

To the Above Addressees:

Regarding the April 28, 2021 letter of Application from the Boutet Company for “Huffman Common Tracts 1-3 Commercial Tract Fragment Subdivision,” Project No. S12623, also known as the “Wood River Park Investment Group, LLC-Long Plat (Commercial Tract Fragment Lot Plat) Proposed Huffman Commons Sub. Tracts 1-3,” the Old Seward/Oceanview Community Council (“OSOVCC”) would like to provide the following comments for the record.

Please refer to the OSOVCC April 27, 2021 letter to the Municipality of Anchorage Planning Department and Traffic Department (attached) detailing meetings held with representatives of the developer, and the attempt by OSOVCC to engage Planning and Traffic to consider the anticipated increases in traffic to this congested, highly trafficked area around the Huffman site. This area is primarily accessed by personal and commercial vehicles, and due to the high level of traffic, it is not accommodating to pedestrian or bike traffic. It is also not served by public transportation/bus service. Development will bring more vehicles/traffic, and the current state and municipal traffic plan (stop signs at intersections) will have a hard time supporting the increase.

In our May 26, 2021 Community Council meeting, Kris Langley from the Municipality Traffic Department mentioned that Traffic did not feel that the Planning Department adequately coordinated the approval of the site permit with the Traffic Department for the “remodel” of the Carl’s Jr. restaurant to a Sonic Restaurant, given the known traffic issues that would manifest upon opening and for a longer period forward. Traffic stated that they had valid concerns about this development at this site and that the remodel permit for the site allowed the developer to skip the pre-requisite traffic site assessments relative to the impacts to the area. In our February 24, 2021 and March 24, 2021 Community Council meetings, representatives from The Boutet Company, Tony Hoffman, and 61 North Architects, Chris Cole, stated that a significant driver for the replatting of these lots was due to the recognized inadequacy of parking and traffic management for the Sonic restaurant, a second restaurant – Starbucks – and for a third planned retail site to include Hack Investments d/b/a Scorpion Grass – a marijuana retail store. Community Council members expressed concerns detailed in the April 27, 2021 letter. As of this date, we are informed that a brewery has applied for an application and has begun construction to open a business location on Industry Way, which will be yet another impact on traffic issues already in play.

In a follow-up written summary letter dated February 28, 2021 to OSOVCC from Tony Hoffman, The Boutet Company (attached), regarding the concern for the traffic increase exacerbating the current traffic congestion, Mr. Hoffman explains that the zoning of the property is not being changed by the development and is less intensive than other allowed uses. While the Planning Department may have issued a permit for a remodel, OSOVCC disagrees with the conclusion that this development will present a “less intensive” impact on this area; rather, it will present a significant impact, as also suggested by the Traffic Department. The use of this site for the restaurants and retail stores planned should warrant further evaluation of traffic impacts and traffic management.

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This area is very highly traveled. It is a mix of State and Municipal streets, which adds complexity to dealing with traffic issues. As stated in the OSOVCC letter, Industry Way, Huffman Road, and Huffman Park Drive, along with the high traffic directly fed to these streets by the Old Seward Highway and the Old Seward Highway/Huffman Roundabout, are already problematic given that there are dozens of businesses in this congested area. We have asked Planning and Traffic for a traffic count and an assessment of how the area may become exponentially impacted due to increased traffic, and how the Municipality can work toward traffic solutions with the developer’s access to the site as it approves the site plan for development. We hope to hear from both Planning and Traffic.

OSOVCC is concerned that the development plans for the lot have not adequately been evaluated relating to the greater impacts of traffic problems to come. We believe that without the proper attention to this issue, the Municipality may be doing a disservice to the community by ignoring the logically perceived traffic problems that may take many years to correct through Muni Bond approvals and Capital Improvement Project prioritization. Replatting of this lot will bring favorable economic benefits to the developer and retailers, but the community may experience unfavorable consequences unless a site plan deals with traffic issues. Development of this area as a functioning Town Center must involve planning at the community level, not just at the immediate site.

OSOVCC does not object to the replatting; however, we do not believe that an adequate assessment of the community impacts to this site has been performed by the Planning Department, and we request that a more comprehensive traffic impact study be undertaken for the adjacent streets and the site. In the overall Municipality plan to form Town Center community areas, it appears that too much is being crammed into too small of a space at the expense of the community that live there and will have to deal with it. As currently visualized, the Huffman Center is hostile to pedestrians and increasingly challenging to vehicles.

We would appreciate you notifying OSOVCC of the next steps to the public process and advise us of the status of this application after the public hearing. Please send any communications for our Board to this email address: osocvcommunitycouncil@gmail.com.

Sincerely,
/s/
Nancy Joseph on Behalf of The Board of The Old Seward/Oceanview Community Council
Roselynn Cacy, President; Carol Fuller, Vice President; Nancy Joseph, Secretary; Stan Moll, Treasurer

Attachments:
OSOVCC April 27, 2021 letter to Muni Traffic and Muni Planning
The Boutet Company February 28, 2021 letter to OSOVCC
cc via email:
Assembly Member Suzanne LaFrance Suzanne.lafrance@anchorageak.gov
Assembly member John Weddleton John.weddleton@anchorageak.gov
Michelle McNulty, Director, Municipality Planning Department, Michelle.mcnulty@anchorageak.gov
John Crapps, Acting Municipal Traffic Engineer, John.crapps@anchorageak.gov
Kris A. Langley, Municipal Associate Traffic Engineer, Kristen.langley@anchorageak.gov
Petition Against Brown Jug operating a liquor store at Huffman Park Drive and Industrial Way next to Sonic. There are 4 Liquor Stores 2 Wineries 1 Brewery and 3 licensed Restaurants within walking distance of our neighborhood.

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<tr>
<th>Printed Name</th>
<th>Signature</th>
<th>Address</th>
<th>Phone</th>
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<tbody>
<tr>
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<td>Kristin Campden</td>
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<td>Dan Russo</td>
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<tr>
<td>Sarah Reynolds</td>
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Anchorage Wine House

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<td>Devin Finch</td>
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<tr>
<td>Kristy Rosenberg</td>
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<td>Carman Corstey</td>
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<td>Americas Ostrum</td>
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<tr>
<td>Jeffrey Baker</td>
<td>11601 Franklin Dr</td>
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<tr>
<td>Lynne Benjamin</td>
<td>1120 Huffman</td>
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<td>James Rash</td>
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<td>Eileen Henriksen</td>
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<tr>
<td>Don Endres</td>
<td>12600 Afton Drive</td>
<td>907-2205857</td>
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<tr>
<td>Kenneth Jackson</td>
<td>1543 Harriet Ct</td>
<td>907-725-3837</td>
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<tr>
<td>Alayne Larson</td>
<td>12925 Glen Alps</td>
<td>907-356-8767</td>
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<tr>
<td>Jeff Lowell</td>
<td>3001 Cypress Trace Dr</td>
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<td>Trina McBride</td>
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<tr>
<td>Jeffrey Baker</td>
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<tr>
<td>Mike Edward</td>
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<td>605 SE 144TH Ave 98016 907-244-4406</td>
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<td>Rudy Aguirre</td>
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<td>99515 703-388-7458</td>
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<tr>
<td>Amy Gaskill</td>
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<td>99515 206-930-9729</td>
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<td>Ashley Houston</td>
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<td>1192 E. Elmoro Rd 99516 208-768-8473</td>
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<tr>
<td>Dan</td>
<td></td>
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<tr>
<td>Adam Chilc</td>
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<td>PO Box 112205 99511 832-341-4087</td>
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<td>Richard Emmanuel</td>
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<td>Brett O'Brien</td>
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<tr>
<td>Cindy Bell</td>
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<td>16610 Sandpiper Dr 99516 331-663-2887</td>
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<td>Jane Storer</td>
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<td>Tara Skinnies</td>
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<td>Steve Gregory</td>
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<td>Louise Hall</td>
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<td>Robert Wyatt</td>
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<td>CA Wyatt</td>
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<td>Julie Peterson</td>
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<td>Janet Stafford</td>
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<td>Manny J.C.</td>
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<td>Donald Ericson</td>
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<td>John Loretta Rabeau</td>
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<td>Dave Smilah</td>
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<td>400 orchid cove</td>
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<td>Peter Huley</td>
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<td>Jeannie M. Larson</td>
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<td>Nicole Supren</td>
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<td>Michael</td>
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<td>Melissa Antcliffe</td>
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<tr>
<td>Harvey White</td>
<td>Allen Clark</td>
<td>2407 Brookhill Cir.</td>
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<tr>
<td>Mike Miles</td>
<td>Mike Miles</td>
<td>3411 Karrueke Bay</td>
<td>98515</td>
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<tr>
<td>Tony Beattie</td>
<td>N. Beattie</td>
<td>10200 Spenard</td>
<td>757593-9347</td>
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<tr>
<td>Michael Divai</td>
<td>M. Divai</td>
<td>525 Whispering Spruce</td>
<td>907-242-5178</td>
<td>3/11/22</td>
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<tr>
<td>Todd Smith</td>
<td>T. Smith</td>
<td>P.O. Box 12031, Anchorage</td>
<td>907-250-3932</td>
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<tr>
<td>Steve Campbell</td>
<td>S. Campbell</td>
<td>11639 Birch Knoll Loop</td>
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<td>Michelle Meshek</td>
<td>M. Meshek</td>
<td>336 Breeze 99515</td>
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<td>David Paulson</td>
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<td>15610 Jensen Ctr</td>
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<tr>
<td>Thomas Gould</td>
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<td>(999) College</td>
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<td>Susan Holverson</td>
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<td>Brad Precosky</td>
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<td>450-1867</td>
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<tr>
<td>Damien Jones</td>
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<td>11230 N 100th Pl</td>
<td>960-289-8811</td>
<td>3-11-22</td>
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<tr>
<td>Laura Atwood</td>
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<tr>
<td>Sonya Andrews</td>
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<td>12019 N 106th St</td>
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<tr>
<td>Kaitlyn Christopher</td>
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<td>12135 Alpine Dr</td>
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<tr>
<td>Riley Sweetheart</td>
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<tr>
<td>Rick Entin</td>
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<td>1230 Frontier Ln</td>
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<tr>
<td>Rebecca Sherwood</td>
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<td>R.O. Box 111287 Anchorage AK 99511</td>
<td>907-982-5562</td>
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<tr>
<td>Dorothy Andrews</td>
<td></td>
<td>1410 Specking Ave 99515</td>
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<tr>
<td>Andrea Snowden</td>
<td></td>
<td>1035 Tanana Dr</td>
<td>334-6249</td>
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<td>Kari von Mareses</td>
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<td>William Higgins</td>
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<td>Sean Bouchette</td>
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<td>rish Adkins</td>
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<td>John Cooney</td>
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<td>1110 Western Ave 201</td>
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<td>Tim Brown</td>
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<td>5731 Beverley</td>
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<td>12235 Bronkway</td>
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<td>Kaisha Johnson</td>
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<td>Wilson E. Miller</td>
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<tr>
<td>Justin Sullivan</td>
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<td>250-2542</td>
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<tr>
<td>Nancy King</td>
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<td>1630 Black Bear Cir</td>
<td>907-244-7733</td>
<td>3/18/22</td>
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<tr>
<td>Jeff Clayton</td>
<td></td>
<td>5901 Downey Forest Dr</td>
<td>907-947-5382</td>
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<tr>
<td>Robin Luptas</td>
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<td>8837 Dewberry Pl</td>
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<td>Dorey Olive</td>
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<td>13201 Badger Ln</td>
<td>995-690-9696</td>
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<tr>
<td>Sarah Hoyt</td>
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<td>12625 Sodrift Way</td>
<td>907-441-3487</td>
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<td>Peter Meierick</td>
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<td>Bob Schaefer</td>
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<tr>
<td>Phil Dudley</td>
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<td>1750 Baywood Dr</td>
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<td>Robert Childers</td>
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<td>2875 Morgan Ln 901-522-0271 3/28/22</td>
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<td>Debra Perala</td>
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<td>6212 Pomona Pt Dr Anchorage 99516</td>
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<tr>
<td>Mary Schmidt</td>
<td></td>
<td>4901 Northern Anchorage AK 901-240-4674</td>
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<tr>
<td>Brandon McMillan</td>
<td></td>
<td>4900 South Anchorage AK 99516</td>
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<tr>
<td>Mark Hall</td>
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<td>4941 Foothill Dr Anchorage AK 99516</td>
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<tr>
<td>Cindy Slocum</td>
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<td>4900 South Anchorage AK 99516</td>
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<td>Doni</td>
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<tr>
<td>Elijah</td>
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<td>12940 Vic Sheehan Dr 99516</td>
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<tr>
<td>Amy</td>
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<td>12303 Woodward Ave Anchorage AK 99516</td>
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<td>Elmore</td>
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<td>Scherrer</td>
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<td>2901 Westwind 99516 345-4120 8/14/22</td>
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<tr>
<td>Kenneth Aulbaugh</td>
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<td>5901 MARY MADOWLINECIR 907-682-7336</td>
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<td>DS Haydn</td>
<td></td>
<td>2509 FOODBAGALO ST</td>
<td>907 903 5960</td>
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<tr>
<td>Tom Mays</td>
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<td></td>
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<tr>
<td>Monica Bean</td>
<td></td>
<td>8400 RAINTREE CIRCLE (907) 289-4733</td>
<td></td>
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<tr>
<td>Max Mott</td>
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<td>8400 RAINTREE CIRCLE (907) 350-0096</td>
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<tr>
<td>Sandy Wise</td>
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<td>13621 WESFORD DR</td>
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<td>Bennett Cleveland</td>
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<td>2102 TRIBUTARY CIR</td>
<td>907 519 2898</td>
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<tr>
<td>Bunch</td>
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<tr>
<td>Chris Cunnally</td>
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<td>3647 E 67TH</td>
<td>907-250-9180</td>
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<tr>
<td>Tina Garcia</td>
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<td>907 24-1771</td>
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<td>Kirk Towne</td>
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<td>4694 BLUE HERON CIR</td>
<td>907 344-5124</td>
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<td>Zach Washin</td>
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<td>13000 RIDGEWAY DR</td>
<td>907 830 4385</td>
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<tr>
<td>Kathy Brown</td>
<td>Kathy Brown</td>
<td>PO Box 111506</td>
<td>239-361</td>
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<tr>
<td>Jessica Falker</td>
<td>Jessica Falker</td>
<td>270 Konikson Rd</td>
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<tr>
<td>Charles Bunch</td>
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<td>Jennifer Willcox</td>
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<td>1705 Alberwood Ln</td>
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<tr>
<td>Vanessa Witzers</td>
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<td>Anchorage AK 99516</td>
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<tr>
<td>Nadine Morris</td>
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<td>13027 3rd Ave</td>
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<tr>
<td>Abby Mccollinck</td>
<td>Abby Mccollinck</td>
<td>4101 E 112th Ave</td>
<td>907-366-3360</td>
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<tr>
<td>Tony Warren</td>
<td>Tony Warren</td>
<td>1311 Beach Circle</td>
<td>917-227-6444</td>
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<tr>
<td>Shan Rashaw</td>
<td>Shan Rashaw</td>
<td>7800 Teltowman</td>
<td>907-317-8647</td>
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<tr>
<td>Daniel Grady</td>
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<td>PO Box 91877 AK 99516</td>
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<tr>
<td>Gigi Crow</td>
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<tr>
<td>Lynn Hanna</td>
<td>Lynn Hanna</td>
<td>2740 newby Ave</td>
<td>360-745-745</td>
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Anchorage: Wine House

Petition Against Brown Jug operating a liquor Store at Huffman Park Drive and Industrial Way next to Sonic. There are 4 Liquor Stores 2 Wineries 1 Brewery and 3 licensed Restaurants within walking distance of our neighborhood.

Printed Name

1. Kyle Grule
2. Jack Simmonds
3. Brian Paruch
4. Christene Baxter
5. Alicia Kristian
6. Travis Weist
7. Silvia Walls
8. Bethany Potter

Date

1. 1/18/2021
2. 6/26/2021
3. 1/14/2022
4. 3/9
5. 1/14/2022
6. 3/9
7. 3/9
8. 3/9

Phone

1. 907-886-9900
2. 907-886-9900
3. 907-886-9900
4. 907-886-9900
5. 907-886-9900
6. 907-886-9900
7. 907-886-9900
8. 907-886-9900

Address

1. 12724 N. Alaska Ave. Apt 2, Anchorage AK 99516
2. 2985 Seward Hwy, Anchorage AK 99501
3. 593-929-6884
4. 907-886-9900
5. 907-886-9900
6. 907-886-9900
7. 907-886-9900
8. 907-886-9900

Signature
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<td>Susann Hartlieh</td>
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<td>5040 Rineyton Way 99516</td>
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<td>Jakob Clopton</td>
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<td>5901 Riney Field Dr. 242-5748</td>
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<td>Daniela Domingo</td>
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<td>Jacob Prunicer</td>
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<td>Jacqueline Pflister</td>
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<td>Kyle Rea</td>
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<td>15747 Noble Point Dr. 520 971 1005</td>
<td>971-219-2545</td>
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<td>Tiana Mibel</td>
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<td>19801 North Dr. Anchorage</td>
<td>971-315-0015</td>
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<td>Dylan John</td>
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<td>8461 Berry Patch Drive Anchorage</td>
<td>(971) 306-1997</td>
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<tr>
<td>Sam Miller</td>
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<td>171 Shelly More CIR 971-315-0015</td>
<td>971-301-2246</td>
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<td>Lamada Miller</td>
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<td>12607 Northfield Place</td>
<td>901-414-9584</td>
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<tr>
<td>Cheryl Amthohl</td>
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<td>16358 Far View Pl</td>
<td>907-301-2246</td>
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<tr>
<td>Frank Moore</td>
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<td>901-677-1976</td>
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<td>Huns Periowski</td>
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<td>1690 Northern Rush Dr.</td>
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<td>907-510-4112</td>
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<td>Brian Hustle</td>
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<td>907-727-3032</td>
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<tr>
<td>Jake McCurry</td>
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<td>907-727-3032</td>
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<tr>
<td>Chong Danny</td>
<td></td>
<td></td>
<td>707 246 4162</td>
<td></td>
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<tr>
<td>David Besserseck</td>
<td></td>
<td></td>
<td>(907) 360-1891</td>
<td></td>
</tr>
<tr>
<td>Mario Dela Torre</td>
<td>Man</td>
<td></td>
<td>967 351-7055</td>
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<tr>
<td>Alicia Davis</td>
<td></td>
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<td>907-351-7692</td>
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<td>Lori Harrington</td>
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<td>Ed Harrington</td>
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<td>907-292-2501</td>
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<td>Kelsey White</td>
<td></td>
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<td>(907) 317-4421</td>
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<td>Kristen Rine</td>
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<tr>
<td>Danielle Laufer</td>
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<td>Cable -635-7641</td>
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<td>2701 Brittany Dr 907-748-5041 3/23/22</td>
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<td>Robert McRae</td>
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<td>11701 Pinto Rd 907-947-705 3/24/22</td>
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<td>Allan Barnes</td>
<td></td>
<td>3711 Eastwind Dr 907-345-6710 3/24/22</td>
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<tr>
<td>John Newsted</td>
<td></td>
<td>1320 Haver Rd 907-348-6668</td>
<td></td>
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<tr>
<td>Katharina Feint</td>
<td></td>
<td>6450 Dorney Finch Dr 907-345-4840</td>
<td></td>
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<tr>
<td>Stacey Logan</td>
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<td>6200 Dorney Finch Dr 907-345-4840 3/24/22</td>
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<tr>
<td>Michael Jensen</td>
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<td>6450 Dorney Finch Dr 907-345-4840</td>
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<tr>
<td>Charles Markle</td>
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<td>16340 Diane Drive 510-409-8376 3/24/22</td>
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<tr>
<td>Joe Anderson</td>
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<td>5330 Wood Hall 907-230-8169</td>
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<td>Mark A Mitchell</td>
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<td>Mandu Nieser</td>
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<tr>
<td>Linda Mitchell</td>
<td></td>
<td>7010 Potter Heights Dr 907-230-801</td>
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Anchorage Wine House

Petition Against Brown Jug operating a liquor store at Huffman Park Drive and Industrial Way next to Sonic. There are 4 Liquor Stores 2 Wineries 1 Brewery and 3 licensed Restaurants within walking distance of our neighborhood.

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<tr>
<td>Paul Williams</td>
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<tr>
<td>Jessica Picard</td>
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<td>Edward Powell</td>
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<td>Gary Coomber Stewart</td>
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<td>Barbara Lyn</td>
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<td>Natasha Lang</td>
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<td>John McCormick</td>
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<td>Sollie Addonizio</td>
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<td>Jeffrey Baker</td>
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<td>Tim Bradner</td>
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<tr>
<td>Derrick Braunstt</td>
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<td>12640 Gwanin阽</td>
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<td>Sondra Burgess</td>
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<td>John Welsh</td>
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<td>Dana W. Moser</td>
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<td>Carla Van de Rostyne</td>
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<tr>
<td>Marieke Hechtule</td>
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<td>5200 Huffman</td>
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<tr>
<td>Michael Hechtule</td>
<td></td>
<td></td>
<td><a href="mailto:akhechtwoe@gmail.com">akhechtwoe@gmail.com</a></td>
<td>907-750-4533</td>
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<tr>
<td>Ethan Laufer</td>
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<tr>
<td>Matt Barker</td>
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<td>Dudley Platt</td>
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<td>940 Coral Lane</td>
<td>(907) 444-6996</td>
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<td>Nicholas W. Feldman</td>
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<td>Suzanne McLaughlin</td>
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<td>5800 Alpine Woods Rd</td>
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<td>David Hough</td>
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<td>Joseph Dyer</td>
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<tr>
<td>Cameron Kuhle</td>
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<td>Eugene Rogers</td>
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<td>Matthew Oberlander</td>
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<td>8510 Rebel Ridge Dr.</td>
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<td>Aimee Robbins</td>
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<td>602-6918</td>
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<td>JEFF CHILDS</td>
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<td>907-240-7880</td>
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<td>Rob Wood</td>
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<td>William Huesnyn</td>
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<td>Larry Blackard</td>
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<td>907-360-3143</td>
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<td>Casey Honecutt</td>
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<td>MARY-LUDE HONECUTT</td>
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<td>Zech Zipsin</td>
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<td>Robert Micek</td>
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<td>Scott Adler</td>
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<td>522-8011</td>
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<td>Sam Zeot</td>
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<td>Jennifer McConnell</td>
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<td>Zac Cole</td>
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<td>Mary Catherine Medina</td>
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<td>14 KI Buffalo Street</td>
<td>800-204-3432</td>
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<tr>
<td>Melissa Bunch</td>
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<td>3230 hawes Ln</td>
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<td>Carol J. Fuller</td>
<td>J. Fuller</td>
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<td>Stanton H. Moll</td>
<td>H. Moll</td>
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<td>Cathy Rezbeck</td>
<td>Catherine Rezbeck</td>
<td>14500 Fernhill C 907-250-9507</td>
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<td>Nancy Joseph</td>
<td>J. Joseph</td>
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<td>Sara Thomas</td>
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<td>Lucie Flemming</td>
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<td>R. HERNANDEZ</td>
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<td>K. Ellis</td>
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<tr>
<td>Debra Gu</td>
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<td>K. Banks</td>
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<td>Gerritt Harvey</td>
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<td>(907) 517-9913</td>
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<td>Scott Paul</td>
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<td>13001 Claire</td>
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<td>Vicki H. Schuh</td>
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<td>10000 Columbia St</td>
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<td>Rod Schuh</td>
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<tr>
<td>Donna HUFFMAN KENNE HUFF</td>
<td>3848 E 14th Ave, AK 907-391-0119</td>
<td></td>
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</tbody>
</table>
Anchorage Wine House

Petition Against Brown Jug operating a liquor Store at Huffman Park Drive and Industrial Way next to Sonic. There are 4 Liquor Stores, 2 Wineries, 1 Brewery and 3 licensed Restaurants within walking distance of our neighborhood.

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<tbody>
<tr>
<td>Daniel O'Dea</td>
<td></td>
<td>1234 Norway Dr</td>
<td>907-929-2261</td>
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<tr>
<td>Todd Atwood</td>
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<td>907-230-6844</td>
<td>4/26/21</td>
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<tr>
<td>Susan Jameson</td>
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<td>Chris Lindner</td>
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<tr>
<td>Jessica Kibby</td>
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<td>Derek Miao</td>
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<td>Shane Glaville</td>
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<td>3900 Fill Ave</td>
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<td>McKenzie Shreiner</td>
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<td>8431 SE 13th</td>
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<tr>
<td>Adam Turner</td>
<td></td>
<td>3100 Admiral Dr</td>
<td>907-529-1245</td>
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<tr>
<td>Aaron Peterson</td>
<td></td>
<td>1560 Jensen Cir.</td>
<td>907.312.3023</td>
<td>6/5/17</td>
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<tr>
<td>Jeremy Grah</td>
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<td>820 Harbor Cir</td>
<td>208.244.0335</td>
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<tr>
<td>Gary Geerleis</td>
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<td>1241 Hillside Dr.</td>
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<tr>
<td>Julie Perkins</td>
<td></td>
<td>5000 E. 14th Ave</td>
<td>901.240.3001</td>
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<tr>
<td>Robert L. Baer</td>
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<td>1524 6th Ave</td>
<td>907.575.6100</td>
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<tr>
<td>Kathy Scorer</td>
<td></td>
<td>120 Post &amp; Ave</td>
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<tr>
<td>Robin Langlie</td>
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<td>2314 Travis</td>
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<tr>
<td>Wallace A. Smith</td>
<td></td>
<td>8570 Water Dr</td>
<td>907.246.3659</td>
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<tr>
<td>R.H. Froemling</td>
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<td>3391 Whitney Ct</td>
<td>345-4439</td>
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<tr>
<td>Dana Boyce</td>
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<td>4315 E 102nd Ave</td>
<td>250-9191</td>
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<tr>
<td>Justin Martin</td>
<td></td>
<td>13407 Saratoga Dr</td>
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<td>Janet Weese</td>
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<td>Lindsey Hammer</td>
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<td>4401 Fairlane 94576</td>
<td>957-3443</td>
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<tr>
<td>Erin Okonok</td>
<td></td>
<td>13215 Skylit Way</td>
<td>(914) 645-0040</td>
<td>5/6/22</td>
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<tr>
<td>Kyle Gould</td>
<td></td>
<td>13021 Bell's Circle</td>
<td>503-829-8684</td>
<td>6/27/22</td>
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<tr>
<td>Dana Martens</td>
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<td>19390 Elmwood Rd</td>
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<td>Shirley Johnston</td>
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<td>11400 Hawkins Ln</td>
<td>480-246-2100</td>
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<tr>
<td>Megan Fischpouer</td>
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<td>2830 Cutwater Ct.</td>
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<td>Richard Brown</td>
<td></td>
<td>6028574011</td>
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<tr>
<td>Jennie Beshick</td>
<td></td>
<td>2909 mango pl 42</td>
<td>907-635-0733</td>
<td>5/7/22</td>
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<tr>
<td>Nathan Harris</td>
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<td>13150 oldtown way</td>
<td>907-244-0517</td>
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<tr>
<td>Ashlee Elve</td>
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<td>11620 birchtrail cir unit</td>
<td>907-330-7160</td>
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<tr>
<td>Laura Turk</td>
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<td>11620 birchtrail cir unit</td>
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<tr>
<td>Greg Witschick</td>
<td></td>
<td>10661 space view loop</td>
<td>907 561-6838</td>
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<tr>
<td>Rick Thornton</td>
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<td>14600 Turnagain blvd</td>
<td>907-240-0310</td>
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<tr>
<td>Sam Sheen</td>
<td></td>
<td>3320 bench club cl</td>
<td>630-432-5333</td>
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<tr>
<td>Anna beerwasser</td>
<td></td>
<td>12456 silverton place</td>
<td>907-290-4700</td>
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<tr>
<td>Mary Ann Krassov</td>
<td></td>
<td>4950 corinthian way</td>
<td>907-563-3054</td>
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<tr>
<td>Gil Gramada</td>
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<td>12811 birch ea</td>
<td>907-250-5217</td>
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<tr>
<td>Michael McVittie</td>
<td></td>
<td>13501 westwind dr</td>
<td>907-317-0164</td>
<td></td>
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</tbody>
</table>
April 28th 2022

Ref: Concerning the Brown Jug liquor application for a license at the corner of Huffman Business Park Drive and Industrial way

To: Whom It May Concern

Anchorage Wine House opposes any licenses at this location. If granted this will put four package stores within a ten minute walk of each other, Raven’s Ring Brewing, Anchorage Wine House, Speedway and Oaken Keg. Also within a mile we have Value Liquor, Bell's Winery, Fire Tap and Crush. Being in such close proximity when people are refused a sale they will just walk to the next location.

Furthermore having a marijuana shop and liquor store next to each other is not a neighborhood enhancing development.

We started a petition with our clients who live in the area and they are all adamant against Brown Jug placing a liquor store there. Most were not aware that there would be marijuana store next door which disturbed them even more.

It is also my concern that having marijuana and liquor available after midnight will further deteriorate our community. For example people congregating around the four businesses late at night, marijuana, liquor, coffee and fast food seems to be a recipe for bad traffic and trouble.

It is our sincere hope that you will consider the license density and overall impact of accessibility that beverage alcohol and marijuana can have in a neighborhood and deny this license.

Regards

[Signature]

Michael McVittie CSW
Wine Manager Anchorage Wine House

907 677 9050
Mike@anchagewinehouse.com

Anchorage Wine House
1320 Huffman Park Drive Suite 170
Anchorage Alaska 99516
Old Seward Oceanview Community Council (OSOVCC)  
Resolution #2022-01  
Transfer of Alcohol Permit for Brown Jug location at Huffman Business Park, Lot M-1

Whereas Old Seward Oceanview Community Council (OSOVCC) met on February 23, 2022 at our regularly scheduled meeting date and time via Zoom; and

Whereas OSOVCC became aware in February 2022 of the interest of Afognak Native Corporation (Afognak), Owner of Brown Jug, in leasing the property being constructed in the Huffman Business Park on Lot M-1; and

Whereas the OSOVCC is aware that this site on Lot M-1 is intended by Brown Jug for package store alcoholic beverages and tobacco and is permitted in this zoning and other permitted activities as per Due Diligence; and

Whereas OSOVCC is aware that this Lot M-1 is also the intended lease site of Scorpion Grass marijuana retail and Starbucks drive thru and is north of the Sonic Restaurant; and

Whereas neighborhood residents and concerned citizens have serious reservations with another vendor with package alcohol permits in the area, and the ensuing saturation effect on small businesses; and

Whereas OSOVCC residents consider this location to be in a high traffic area, hostile for pedestrians, cyclists, motorcycles, and vehicles in an already crowded magnet commercial area which cannot sustain more traffic; and

Whereas ingress and egress within the Huffman Business Park is restricted to one entry/exit from the east side of Old Seward Highway, one entry/exit from Industry Way, one entry/exit from the east side of a roundabout, and one entry/exit going west on Huffman near the exit from New Seward Highway; and

Whereas the OSOVCC has discussed the permitting of this vendor in this location at the February 23, 2022 meeting and has substantive issues with another alcoholic beverage outlet within this area due to multiple vendors already located within the Huffman Business Park. Afognak was present at this meeting and mentioned a scarcity of package stores in the area and that they expected no traffic impacts to the area. Afognak stated they were unaware the Kinney Engineering Report (referenced below), the actual number of package stores within the Huffman Business Park area, and the future marijuana retail site lease; and

Whereas OSOVCC has made District 6 Assembly Members and State Representative Tom McKay aware of concerns with oversaturation of the number of package retail locations located within the immediate area surrounding Lot M-1: Anchorage Wine House, Raven’s Ring Beer Brewery, Carrs Oaken Keg, Speedway (located in the same shared parking area adjacent to Lot M-1), Anchorage Denali Winery. Furthermore, these vendors with full package permits are in very close proximity to the proposed leasing site, notably Speedway ~345 feet, Anchorage Wine House 425 feet, Carrs Oaken Keg 1,200 feet; and the proposed Brown Jug Liquor, and within one mile, Value Liquor; and

Whereas Upon request by OSOVCC in January 2022 to Municipality of Anchorage Traffic Department (Muni Traffic) for more information about this development site, OSOVCC was informed on January 27, 2022 of the Kinney Engineering, LLC report dated September 7, 2021 citing the increase business traffic would increase by 68%, during morning and evening hours; the report did not include lunch time peak hours. This report was not provided to OSOVCC previously; and
Whereas upon review of the Kinney Engineering, LLC report (attached), provided by the Muni Traffic, it was determined that Afognak had been planning with the Developer to apply to lease this location in early 2021 and had no contact with the Community Council prior to February 2022; and

Whereas furthermore local vendors have been denied a package outlet permit on the south side of Huffman Road due to a Warranty Deed dated Feb. 25, 1961 (Book 218 Page 71 Case 61-2241) and were twice more denied in separate locations on the south side of Huffman by Municipality of Anchorage, State of Alaska, and our own community council; and

Whereas OSOVCC has made Muni Traffic, the Municipality of Anchorage Planning Department, and the District 6 Assembly Members aware of current and anticipated concerns with traffic issues involving new businesses immediately adjacent to this site: Sonic Drive-In, Scorpion Grass marijuana retail, and Starbucks Drive Thru. See letters dated April 27, 2021, and June 9, 2021; and

Whereas OSOVCC’s shopping area is concentrated predominantly in the Huffman Business Park area: US Post Office, Carrs, four fast food vendors, three restaurants, three urgent care facilities, two banking facilities with drive up, two physical therapy units, two gyms, dentists, Anchorage School District Nutrition Center, Anchorage School District Maintenance Center, two gas stations, and various other essential services; and

Whereas OSOVCC residents are aware that the March 2022 soft opening of Sonic Restaurant adjacent to Lot M-1 resulted in a high level of traffic disturbance to Huffman Road, Industry Way, and Huffman Park Drive, and required intervention by Anchorage Police Department and Muni Traffic Department enforcement. Sonic chose to close the location temporarily. Sonic Restaurant and the Brown Jug Liquor Store will contribute significantly to the overall traffic congestion to this Lot M-1 and adjacent streets; and

Now therefore the OSOVCC has met and resolves that this liquor permit holder does not operate a liquor license at this location, that it is a core problem of oversaturation of full package permits and will intensify the insurmountable traffic issues. Further entry should be denied.

Issue introduced March 23, 2022  Vote Yea 14 No 1 Abstain 1
Final vote April 27, 2022 Yea 15 No 1 Abstain 2
Testified by:  
President, OSOVCC  Dated April 22, 2022

Attached:
Minutes of OSOVCC February 23, 2022
Kinney Engineering, LLC Report
Historical communications with Government officials dated April 27, 2021 and June 9, 2021.
Site plans for Lot M-1, 61 North Architects
MEMORANDUM

Comments to the Anchorage Assembly Applications/Petitions

DATE: June 14, 2022

TO: Francis McLaughlin, Senior Planner

FROM: Judy Anunciacion, Private Development Engineer

SUBJECT: Case 2022-0074

Case 2022-0074 — Special Land Use Permit for Alcohol (Package Store) for Liquor Stores USA North, Inc. dba Brown Jug (License #1561).

Department Recommendations:

Advisory Comment: At time of development of the Brown Jug, the sidewalk on Industry Way and Huffman Park Road peripheral to the subject parcel shall be installed as shown in the supplemental construction plans for Permit #C21-1641.

The Private Development Section has no objection to the Special Land Use Permit for Alcohol (Package Store) for Liquor Stores USA, North, Inc. dba Brown Jug (License #1561).
MEMORANDUM

DATE: May 24, 2022

TO: Current Planning Division Supervisor.
Planning Department

THRU: Kristen A. Langley, Traffic Safety Section Supervisor,
Traffic Engineering Department

FROM: Randy Ribble, Assistant Traffic Engineer

SUBJECT: 2022-0074 Special Land Use Permit for Alcohol (Package Store) for Liquor Stores USA North, Inc, dba Brown Jug (License #1561)

1160 Huffman Park Drive, Anchorage, Alaska

Traffic Engineering recommends approval of this special land use permit for alcohol. Site has adequate required parking for all proposed uses.
MEMORANDUM

DATE: May 24, 2022

TO: Dave Whitfield, Planning Manager, Planning Section, Planning Division

FROM: Seth Wise, Engineering Technician III, Planning Section, AWWU

RE: Zoning Case Comments

Hearing date: July 12, 2022
Agency Comments due: June 17, 2022

AWWU has reviewed the materials and has the following comments:

2022-0074 FRAGMENT LOT 2, HUFFMAN COMMONS SUBDIVISION, TRACT 1 (PLAT 2022-1), Special Land Use Permit for Alcohol (Package Store) for Liquor Stores USA North, Inc. dba Brown Jug (License #1561), Grid SW2732.

1. AWWU water and sanitary sewer are available to this parcel.
2. AWWU has no comments or objections to this administrative site plan review.

If you have any questions pertaining to public water or sewer, please call 564-2757 or send an e-mail to seth.wise@awwu.biz.
POSTING AFFIDAVIT
AFFIDAVIT OF POSTING

CASE NUMBER: 2022 - 0074

I, ERANDY GÓMEZ hereby certify that I have posted a Notice as prescribed by Anchorage Municipal Code 21.03.020H.5. on the property that I have petitioned for Alcohol. The notice was posted on May 24, 2022 which is at least 21 days prior to the public hearing on this petition. I acknowledge this Notice(s) must be posted in plain sight and displayed until all public hearings have been completed.

Affirmed and signed this 24 day of May, 2022.

Signature

LEGAL DESCRIPTION

Tract or Lot: Tract 1 Fragment Lot 2

Block: Huffman Commons

204 of 212
NOTICE OF PUBLIC HEARING

Municipality of Anchorage - Planning Department

Case Type: Alcohol
Case Number: 2022-0071

Public Hearing Location:
J.L. Brown Library
Assembly Chambers
3630 Denali Street
Anchorage, AK 99502

Applicant:
Brown Jug Liquor Store
Alcohol Special Land Use Permit

For more information: 907-343-7143
www.muni.org/citywebportal