

Submitted by: Chair of the Assembly at
the Request of the Mayor
Prepared by: Planning Department
For reading: December 13, 2005

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OFFICE OF THE
CHAIRMAN
Date: 12-13-05

Anchorage, Alaska
AR 2005- 308

A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY APPROVING AN ALCOHOLIC BEVERAGES CONDITIONAL USE IN THE B-3 DISTRICT FOR A NEW RESTAURANT OR EATING PLACE USE PER AMC 21.40.180 D.8 FOR CHAPPIE JAMES AMERICAN LEGION POST #34; LOCATED ON BEVERS (THIRD ADDITION) SUBDIVISION, BLOCK 5B, LOT 1A; SITE ADDRESS BEING 916 INGRA STREET #D, GENERALLY LOCATED ON THE SOUTHWEST CORNER OF 9TH AVENUE AND INGRA STREET.

(Fairview Community Council) (Planning Case 2005-146)

THE ANCHORAGE ASSEMBLY RESOLVES:

Section 1. The conditional use permit for an Alcoholic Beverages Conditional Use in the B-3 District for a new Private Club use per AMC 21.40.180 D.8 for Chappie James American Legion Post #34; located on Bevers (Third Addition) Subdivision, Block 5B, Lot 1A; site address being 916 Ingra Street #D, meets the applicable provisions of AMC 21.50.020 and AMC 21.50.160.

Section 2. The subject conditional use permit for an Alcoholic Beverages Conditional Use in the B-3 District for a new Private Club per AMC 21.40.180 D.8. is subject to the following conditions:

1. A Notice of Zoning Action shall be filed with the State District Recorder's Office within 120 days of the Assembly's approval of a final conditional use approval for Chappie James American Legion Post #34, a private club, serving alcoholic beverages in the B-3 District.
2. All uses shall conform to the plans and narrative submitted.
3. This conditional use approval is for an Alcoholic Beverages Conditional Use in the B-3 District for a Private Club use per AMC 21.40.180 D.8 located at 916 Ingra Street, #D, Bevers (Third Addition) Subdivision, Block 5B, Lot 1A. The private club occupies a lease space of approximately 1,860 square feet in a multi-occupancy retail building. The seating area of the club has 16 tables with 52 non-fixed chairs and 7 bar stools. The petitioner estimates that eighty-five percent of total sales will be from alcohol. All servers having direct contact with alcohol sales will be trained in "Techniques in Alcohol Management" (TAM).
4. Upon demand, the applicant shall demonstrate compliance with a "Liquor Server Awareness Training Program," approved by the State of Alaska Alcohol Beverage Control Board, such as or similar to the program for "Technique in Alcohol Management" (TAMS).

5. 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.

6. A copy of the conditions imposed by the Assembly in connection with this conditional use approval shall be maintained on the premises at a location visible to the public.

Section 3. Failure to comply with the conditions of this conditional 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 13th day of December 2005.

ATTEST:

Anna L. Fairclough
Chair

Sharon S. Givens
Municipal Clerk

(Planning Case 2005-146)
(Tax ID 002-134-54)



MUNICIPALITY OF ANCHORAGE
ASSEMBLY MEMORANDUM

No. AM 860 -2005

Meeting Date: December 13, 2005

From: Mayor

Subject: ALCOHOLIC BEVERAGES CONDITIONAL USE IN THE B-3 DISTRICT FOR A PRIVATE CLUB USE PER AMC 21.40.180 D.8 FOR CHAPPIE JAMES AMERICAN LEGION POST #34.

1 Mayfield Evans has made application for a Club Alcoholic Beverages Conditional Use in
2 the B-3 District for Lot 1, Block 52A, Original Townsite Subdivision, per AMC 21.40.180
3 D.8 for Chappie James American Legion Post #34.

4
5 The proposal is for a private club at 916 Ingra Street #D, located in a multi-occupancy
6 retail building at the southwest corner of 9th Avenue and Ingra Street. The following three
7 (3) licenses are located within 1,000 feet of this location: one (1) package store license and
8 two (2) beverage dispensary licenses. Approving this private club license will add an
9 additional license for a total of four (4) licensees within a 1,000 foot radius.

10
11 Chappie James American Legion Post #34 is a private social club. The seating area of the
12 club has sixteen (16) tables with fifty-two (52) non-fixed chairs and seven (7) bar stools.
13 The club is open seven days a week, Sunday through Tuesday and Thursday from 4:30 PM
14 to 1:00 AM, Wednesday, and Friday and Saturday from 4:30 PM to 2:30 AM. However,
15 the club may choose to operate seven days a week with hours of operation as permitted by
16 law. The petitioner estimates eight-five percent of total sales will be from alcohol. All
17 employees will be trained in "Techniques in Alcohol Management" (TAMS).

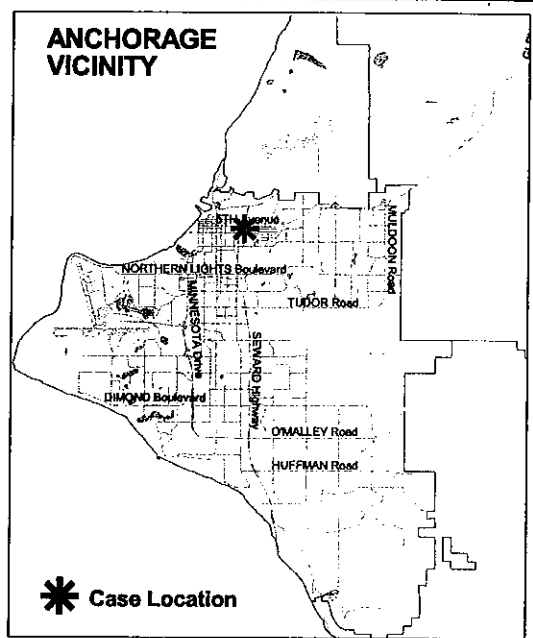
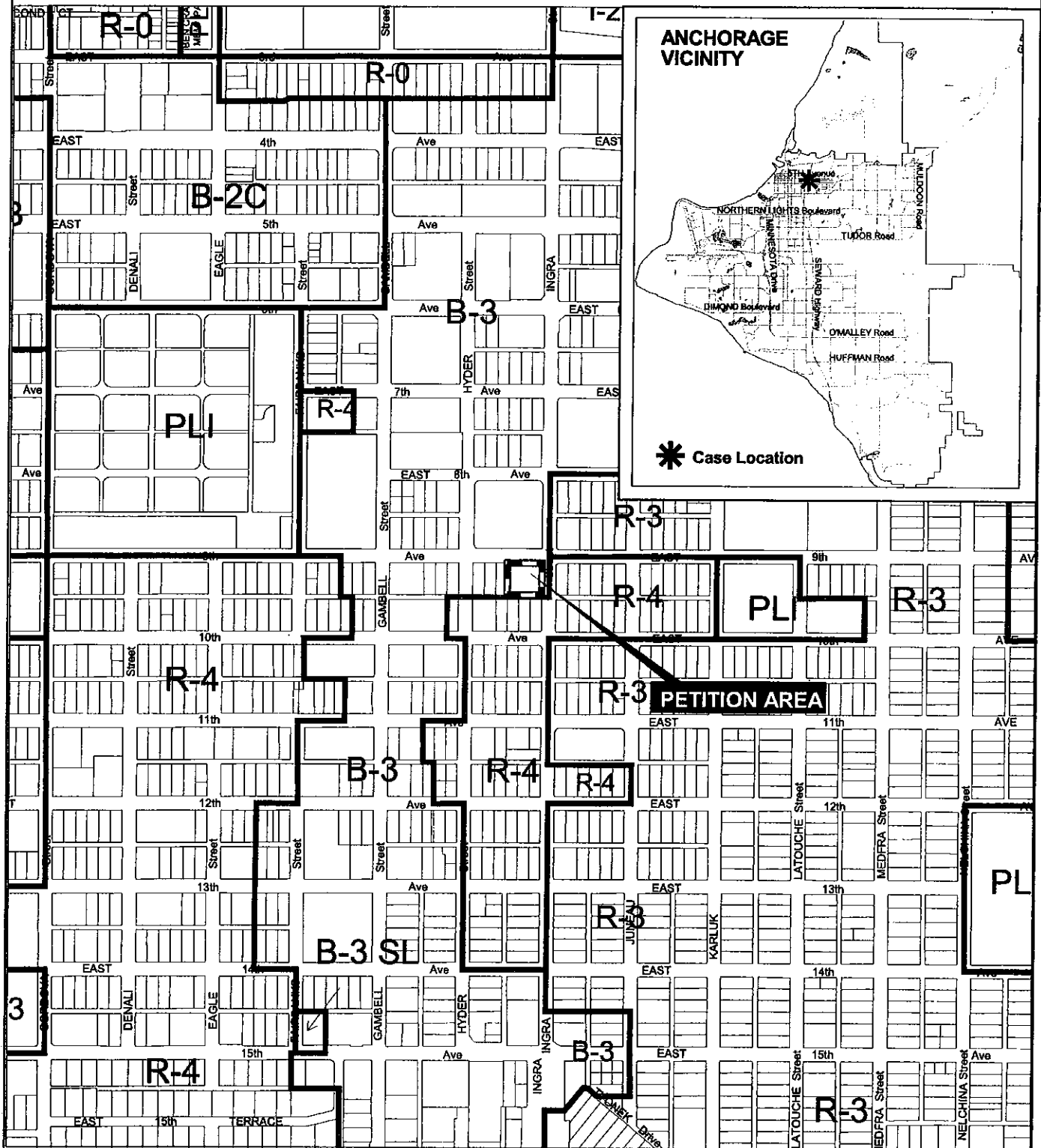
18
19 There are no churches or schools within 200 feet of the private club.

20
21 The Anchorage Police Department and the Department of Health and Human Services
22 provided no comments at the time this review was prepared. Treasury found no
23 outstanding taxes adhering to this application.

24
25 This conditional use for a Private Club License in the B-3 District generally meets the
26 applicable provisions of AMC Titles 10 and 21, and Alaska Statute 04.11.110.
27
28

1	Prepared by:	Jerry T. Weaver Jr., Zoning Administrator, Planning Department
2	Concur:	Tom Nelson, Director, Planning Department
3	Concur:	Mary Jane Michael, Executive Director, Office of Economic & Community
4		Development
5	Concur:	Denis C. LeBlanc, Municipal Manager
6	Respectfully submitted:	Mark Begich, Mayor

CONDITIONAL USE-ALCOHOL 2005-146

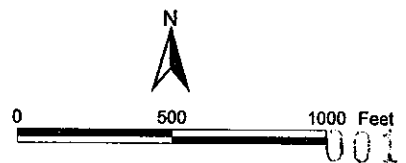


Municipality of Anchorage
Planning Department

Flood Limits

- 100 Year Floodplain
- 500 Year Floodplain
- Floodway

Date: October 12, 2005



**PLANNING DEPARTMENT
STAFF ANALYSIS
CONDITIONAL USE - ALCOHOLIC BEVERAGE SALES**

DATE: December 13, 2005

CASE NO.: 2005-146

APPLICANT: Chappie James American Legion Post #34

REPRESENTATIVE: Mayfield Evans

REQUEST: Conditional Use for an Alcoholic Beverages Conditional Use in the B-3 District for a Private Club License and Use per AMC 21.40.180 D.8.

LOCATION: Bevers (Third Addition) Subdivision, Block 5B, Lot 1A: generally located at the southeast corner of 9th Avenue and Ingra Street.

STREET ADDRESS: 916 Ingra Street #D

COMMUNITY COUNCIL: Fairview

TAX PARCEL: 002-134-54/ Grid SW 1331

ATTACHMENTS

1. Location Map
2. Departmental Comments
3. Application
4. Posting Affidavit
5. Historical Information

RECOMMENDATION SUMMARY:

Generally meets the required Title 21 standards including AMC 21.50.150, and Title 10.50.

SITE:

Acres: 21,004 SF
Vegetation: None

Zoning: B-3
Topography: Level
Existing Use: Retail, Multi-Occupancy
Soils: Public Sewer & Water

COMPREHENSIVE PLAN

Classification: Redevelopment/Mixed Use (Anchorage 2020)
Commercial (1982 Anchorage Bowl Comprehensive Plan)
Density: N/A

SURROUNDING AREA

	NORTH	EAST	SOUTH	WEST
Zoning:	B-3	R-4	R-4	B-3
Land Use:	Post Office	Mixed Density Residential	Mixed Density Residential/ Commercial/ Warehouse	Office/Auto Sales/ Parking/ Residential

SITE DESCRIPTION AND PROPOSAL:

The petitioner is asking approval of a new alcoholic beverages conditional use for a new private club liquor license. The Chappie James American Legion Post #34 had leased at two separate locations, and is consolidating into this location. It leases 1,860 square feet of space of the single story multi-occupant retail building. Property to the north and west are zoned B-3, and properties to the east and south are zoned R-4.

Chappie James American Legion Post #34 is a private social club. The seating area of the club has sixteen (16) tables with fifty-two (52) non-fixed chairs and seven (7) bar stools. The club is open 7-days a week, Sunday through Tuesday and Thursday from 4:30 PM to 1:00 AM, Wednesday, and Friday and Saturday from 4:30 PM to 2:30 AM. However, the club may choose to operate on 7-days a week with hours of operation as permitted by law. The petitioner estimates 85% of total sales will be from alcohol. All employees will be TAM trained.

There are three (3) licenses located within 1,000 feet of this location: one (1) package store license, and two (2) beverage dispensary licenses.

There are no churches or schools within 200 feet of the restaurant.

PUBLIC COMMENTS:

Ninety-three (93) public hearing notices (PHNs) were mailed November 15, 2005. At the time this report was written no PHNs were returned. No response

was received from the Fairview Community Council. However, the petitioner provided, in the application materials, a copy of an e-mail from a Fairview Community Council board member stating that the Council had written a letter of support for the private club license.

FINDINGS

A. Furthers the goals and policies of the Comprehensive Development Plan and conforms to the Comprehensive Development Plan in the manner required by Chapter 21.05.

This subject location is depicted on the Land Use Policy Map of the Anchorage 2020 Comprehensive Plan as being within the Downtown Redevelopment/Mixed-Use Area. A revision of the Central Business District Plan for the Downtown area is currently under way.

The Anchorage 2020 Comprehensive Plan does not specifically address the sale of alcoholic beverages in the community. A strategy of the adopted Anchorage 2020 Plan, however, calls for the development of locational standards and criteria for retail sales/service of alcoholic beverages. To date this has not been done.

The Anchorage 2020 Plan (ref. P.40) contains a generalized community vision that advocates "an active learning community with abundant cultural amenities." Several goals of the Anchorage 2020 Plan do address related issues such as recreational and economic opportunities. The sale of alcoholic beverages is part of the social, recreational and economic environment of the community. Ethnic restaurants offer diverse culinary foods and enhance the hospitality and tourism industry in Anchorage. Another of the Plan's stated economic development goals are "Business Support and Development: a quality of life and a financial climate that encourages businesses to start up, expand or relocate in Anchorage (p. 41).

Downtown Anchorage, as a redevelopment/mixed-use area, is well defined and compact. To create viable residential communities next to employment centers (the Downtown area to the west), additional retail and supportive services may be needed in these areas. Mixing supportive retail uses, such as restaurants, branch banks, and shopping, with redevelopment and addition of new residential and office development is an important redevelopment/mixed use feature. Workers are within walking distance of these retail uses. The Chappie James American Legion Post #34 will provide the residents within the community with a social club and opportunity to become not only

members, but the ability to support the community through the programs provided by the American Legion.

B. Conforms to the standards for that use in this title and regulations promulgated under this title.

This standard is met.

Except for the alcoholic beverages conditional use standards established in AMC 21.50.150, the Assembly has not adopted specific zoning regulations for alcoholic beverage sales. The B-3 General Business District Core zoning regulations allows alcoholic beverage sales through the conditional use permit process: AMC 21.40.180 D.8 Liquor stores, restaurants, tearooms, cafes, private clubs or lodges, and other places serving food or beverages involving the retail sale, dispensing or service of alcoholic beverages in accordance with section 21.50.160.

C. Will be compatible with existing and planned land uses in the surrounding neighborhood and with the intent of its use district.

This standard is met.

The subject property is in the Downtown Major Mixed Use/Redevelopment area: a commercial area that is expected to remain in that land use category for the foreseeable future. In and around this location are found numerous offices, retail stores, commercial businesses and mixed-density residential uses. The land to the north and west is zoned B-3, and the land to the east and south is zoned R-4. The only residentially zoned property directly abutting the petition site contains vacant land, an apartment building, and a warehouse. The other residentially zoned property is to the east across Ingra Street, and contains mixed density residential development.

AMC 21.50.160.B asks that a list of all alcohol licenses located within a minimum of 1,000 feet of the proposed conditional use be provided. There are three (3) licenses located within 1,000 feet of this location: one (1) package store license, and two (2) beverage dispensary licenses. Approving this private club license will add an additional license within a 1,000 foot radius.

Name	Address	License Number	Type of License
Alaskan Samovar Inn	720 Gambell Street	598	Beverage Dispensary
Barry's Baranof Lounge	1166 Gambell Street	93	Beverage Dispensary
Spirits of Alaska #1	1149 Gambell Street	3556	Package Store

D. Will not have a permanent negative impact on the items listed below substantially greater than that anticipated from permitted development:

1. Pedestrian and vehicular traffic circulation and safety.

This standard may be met.

The petition site is located in the Downtown area and is zoned B-3. The parking requirement for a private club is one parking space per three fixed seats, or one space per three occupants, based on maximum occupancy. Assuming that the parking requirements could be calculated on the non-fixed seats, the petitioner has a total of fifty-nine seats, and the parking requirement would be twenty parking spaces (rounding up). The plans provided with the application show a total of thirty parking spaces. There appear to be three other tenants in the same building on the site.

There is an established system of sidewalks on both sides of the streets in the Downtown area. Public Transit is available.

2. The demand for and availability of public services and facilities. This standard is met.

The site is served with public water and sewer.

3. Noise, air, water, or other forms of environmental pollution.

This standard is met.

A private club license will not cause any environmental pollution.

4. The maintenance of compatible and efficient development patterns and land use intensities.

This standard is met.

The zoning, land use and the general area land use will not change as a result of this conditional use permit for a private club license.

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 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 21.50.020.**

See table and narrative on pages four and five for other alcohol licenses within 1,000 feet of this application.

The issuance of another conditional use for a private club will not adversely impact the immediate area or surrounding uses.

- 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.**

This standard is met.

The applicant states that all employees involved in the dispensing of alcoholic beverages, all managers and assistant managers and the owners of the restaurant 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.**

This standard is met.

This conditional use application is for an alcoholic beverages conditional use in the B-3 District for a private club use.

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 his application that he 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 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.**

This standard appears to be met.

At the time this report was written, the Anchorage Police Department had not provided comments regarding incidents on this site.

- 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

Treasury reviewed the subject property for real property taxes or business personal taxes, and found no outstanding taxes on this application.

- 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 Department of Health and Human Services did not provide any comment on this case at the time this report is written.

- 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 a final conditional use for alcoholic beverages in the B-3 District for a private club use generally meets the required standards of Title 21 and Title 10, and AMC 21.50.150.

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

1. A Notice of Zoning Action shall be filed with the State District Recorder's Office within 120 days of the Assembly's approval of a final conditional use approval for Chappie James American Legion Post #34 private club serving alcoholic beverages in the B-3 District.
2. All uses shall conform to the plans and narrative submitted.
3. This conditional use approval is for an Alcoholic Beverages Conditional Use in the B-3 District for a Private Club use per AMC 21.40.180 D.8 located at 916 Ingra Street, #D, Bevers (Third Addition) Subdivision, Bloc 5B, Lot 1A. The private club occupies a lease space of approximately 1,860 square feet in a multi-occupancy retail building. The seating area of the club has (16) tables with fifty-two (52) non-fixed chairs and seven (7) bar stools. The petitioner estimates that eighty-five percent of total sales will be from alcohol. All servers having direct contact with alcohol sales will be trained in "Techniques in Alcohol Management" (TAMS).
4. Upon demand, the applicant shall demonstrate compliance with a "Liquor Server Awareness Training Program" approved by the State of

Alaska Alcohol Beverage Control Board, such as or similar to the program for Techniques in Alcohol Management (TAMS).

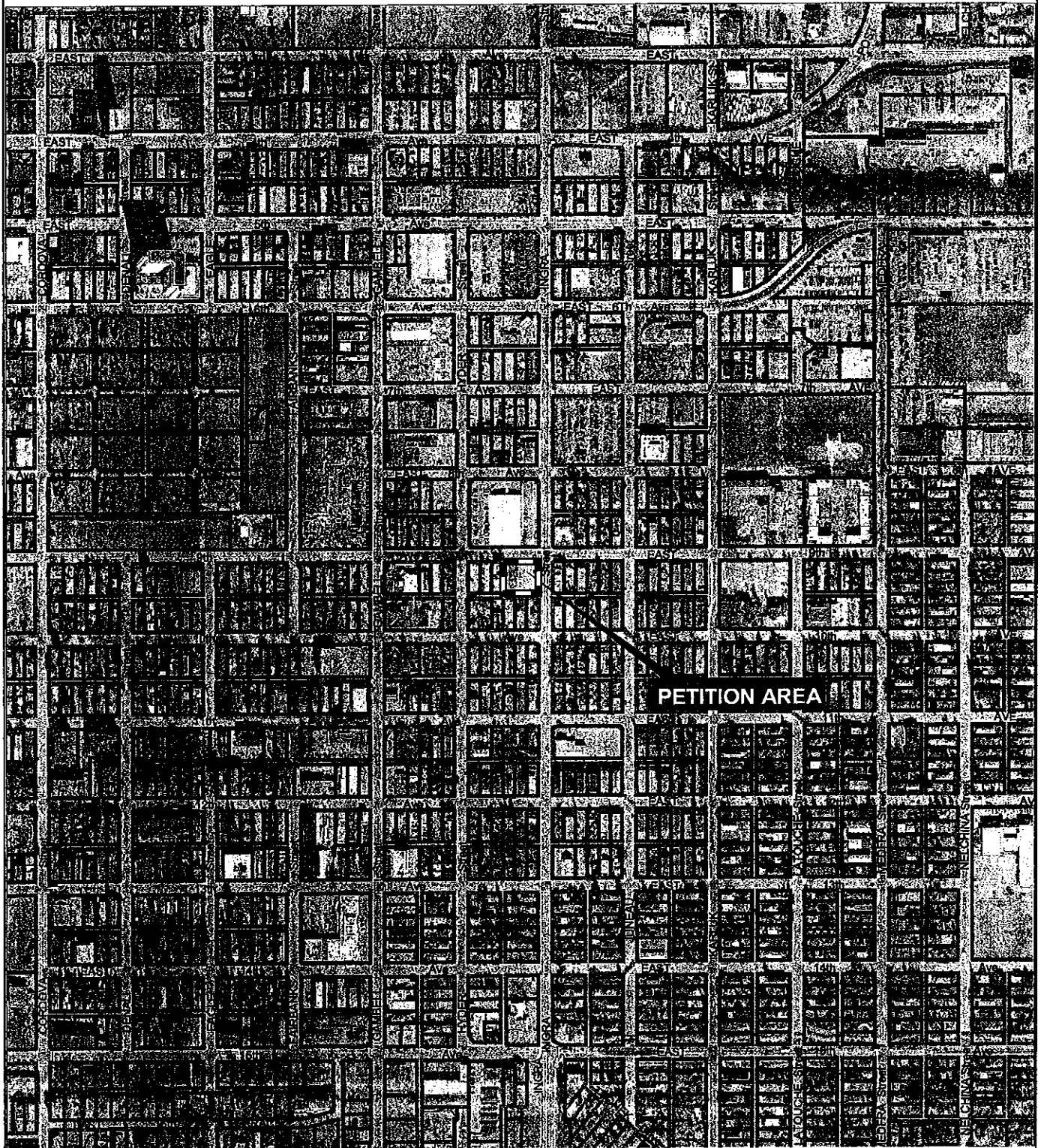
5. The use of the property by any person for the permitted purposes shall comply with all current and future Federal, State and local laws and regulations including, but not limited to, laws and regulations pertaining to the sale, dispensing, service and consumption of alcoholic beverages and the storage, 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.
6. A copy of the conditions imposed by the Assembly in connection with this conditional use approval shall be maintained on the premises at a location visible to the public.

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HISTORICAL MAPS AND AS-BUILTS

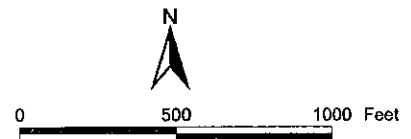
CONDITIONAL USE-ALCOHOL

2005-146



Municipality of Anchorage
Planning Department

Date: October 12, 2005

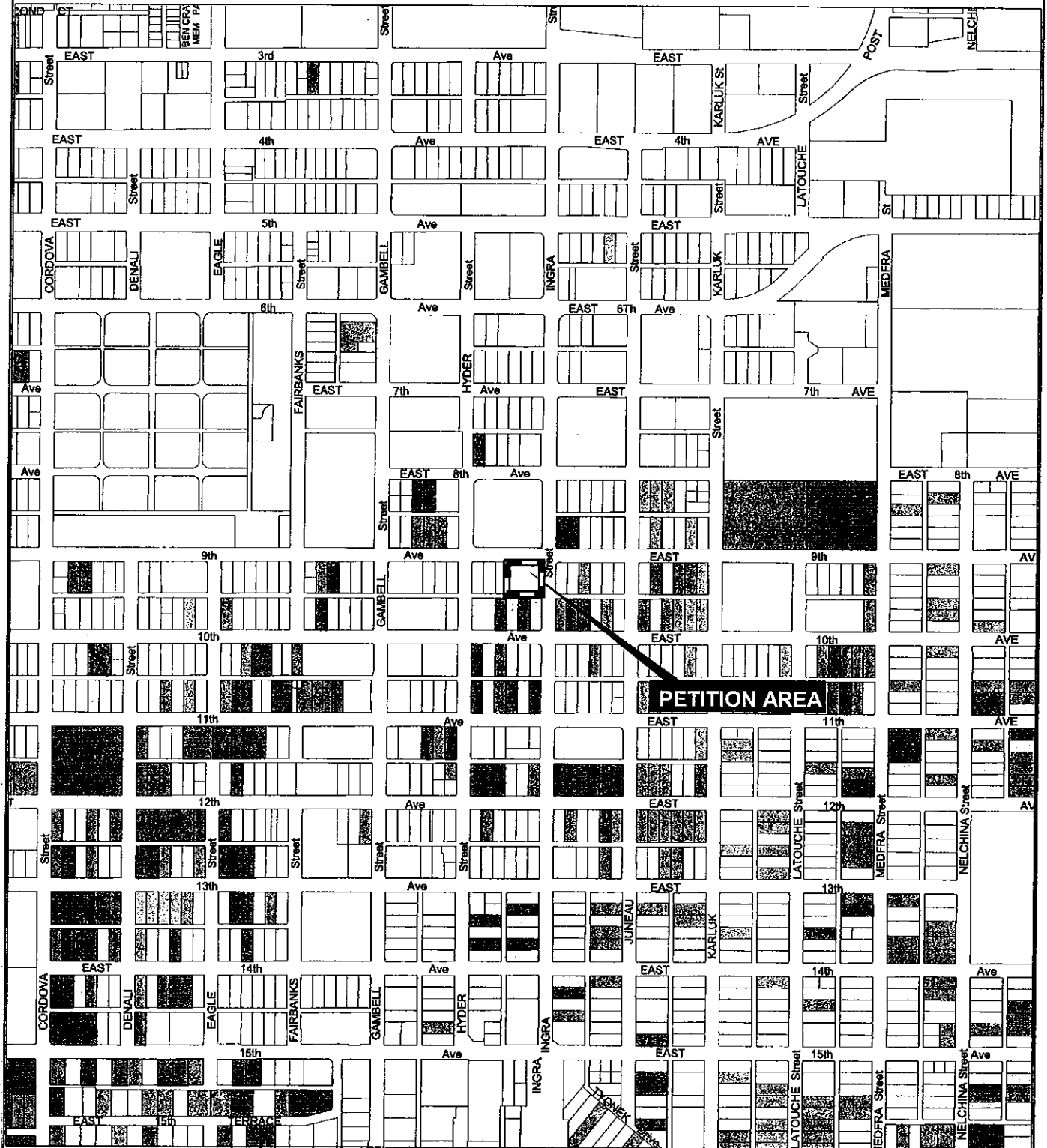


Date of Aerial Photography: 2001

010

CONDITIONAL USE-ALCOHOL

2005-146



Municipality of Anchorage
Planning Department

Date: October 12, 2005

-  Single Family Detached
-  Single Family Attached, Duplex
-  Mobile home
-  Multi - Family 3 & 4 Plex
-  Multi - Family 5+



Source: Housing Stock based on 1998 Land Use Inventory
Planning Department, MOA

014

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DEPARTMENTAL

COMMENTS

STATE OF ALASKA

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

CENTRAL REGION - PLANNING

FRANK H. MURKOWSKI, GOVERNOR

4111 AVIATION AVENUE
P.O. BOX 196900
ANCHORAGE, ALASKA 99519-6900
(907) 269-0520 (FAX 269-0521)
(TTY 269-0473)

RECEIVED

November 16, 2005

NOV 18 2005

RE: Zoning Case Review

Municipality of Anchorage
Zoning Division

Jerry Weaver, Platting Officer
Planning and Development
Municipality of Anchorage
P.O. Box 196650
Anchorage, Alaska 99519-6650

Dear Mr. Weaver:

In reviewing two Conditional Use Permits, the Alaska Department of Transportation and Public Facilities has no comment:

- 2005-146, Beavers Third Addition Subdivision, Lot 1A, Block 5B
- 2005-151, Springer Subdivision, Lot 1A, Block 2

Sincerely,



Mark Parmelee
Area Planner

/lm

**Municipality of Anchorage
MEMORANDUM**

RECEIVED

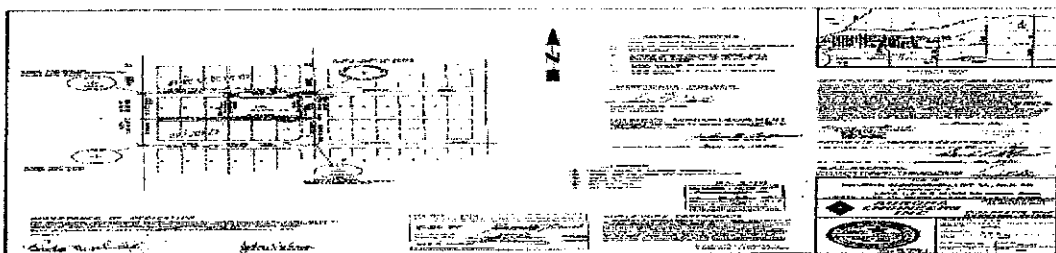
NOV 16 2005

Municipality of Anchorage
Zoning Division

DATE: November 15, 2005
TO: Jerry Weaver, Manager, Zoning and Platting Division
FROM: Brian Dean, Code Enforcement Manager
SUBJECT: Land Use Enforcement Review Comments, Assembly case for the meeting of December 13, 2005

Case #: 2005-146
Type: Conditional Use
Subdivision: Bevers (Third Addition) Blk 5B Lot 1A
Grid: 1331
Tax ID #: 002-134-54
Zoning: B-3

Platting: 81-244, filed October 23, 1981



Lot area and width: AMC 21.40.180.F: "Minimum lot requirements are as follows:

1. Residential uses: As provided in section 21.40.060.F.
2. All other uses, including residential uses associated with other uses:
 - a. Width: 50 feet.
 - b. Area: 6,000 square feet."

The proposed lot meets the minimum area and width requirements.

OS&HP setbacks: Ingra is a class IIC (Major Arterial (undivided)). AMC 21.45.140 requires a 30 foot from centerline development setback in addition to the zoning district setback. 9th Avenue is a class IIA (Minor Arterial). AMC 21.45.140 requires a 30 foot from centerline development setback in addition to the zoning district setback.

Yard requirements: AMC 21.40.180.G: "Minimum yard requirements are as follows:

1. Residential uses: As provided in section 21.40.060.G.
2. All other uses:
 - a. Front yard: Ten feet.
 - b. Side yard: Ten feet adjacent to a residential district; otherwise, none, provided that all buildings on the lot shall have a wall on the lot line or shall be set back from the lot line at least ten feet.
 - c. Rear yard: 15 feet adjacent to a residential district; otherwise, none."

AMC 21.45.120.C: "In the case of corner lots with more than two frontages, the administrative official shall determine the front yard requirements, subject to the following limitations:

1. At least one front yard shall be provided having the full depth required generally in the district.
2. No other front yard on such lot shall have less than half the full depth required generally."

AMC 21.45.120.B requires that "in the case of corner lots, a front yard of the required depth shall be provided in accordance with the prevailing yard pattern and a second front yard of half the depth required generally for front yards in the district shall be provided on the other frontage."

AMC 21.35.020.B provides that "in the case of double-frontage and corner lots, there will be no rear yards, but only front and side yards."

Submit an as-built survey to Land Use Enforcement to verify compliance with yard setbacks.

Lot coverage: AMC 21.40.180.H: "Maximum lot coverage is as follows:

1. Residential: As provided in section 21.40.060.H.
2. All other uses: Unrestricted."

Clear vision area: A clear vision area, as defined in AMC 21.45.020.A, applies to this property.

Legal nonconformities: None have been established with Land Use Enforcement.

Enforcement actions: No open *land use* cases are listed in CETS.

Use determination: Property tax records indicate a 6,780 square foot Retail – Multi Occupancy building built in 1981.

Ownership history: Property tax records indicate the current owner acquired the property February 10, 2005.

Conditional Use standards: This property is subject to the provisions of AMC 21.50.

Prior Conditional Use resolutions: Transfer of liquor license to this site.

Permits: No building permits listed.

Off-street parking:

AMC 21.45.080.W.7: "The off-street parking area, including all points of ingress and egress, shall be constructed in accordance with the following standards:

a. A parking area related to any use within an urban or suburban use district, as defined in section 21.85.020, shall be paved with a concrete or asphalt compound to standards prescribed by the traffic engineer."

b. A parking area related to any use within a rural use district, as defined in section 21.85.020, shall be paved with a concrete or asphalt compound to standards prescribed by the traffic engineer or shall be covered with a layer of crushed rock of no more than one inch in diameter to a minimum depth of three inches."

AMC 21.45.080 (I) (1) requires (grocery store):

"For a gross building are of 4,000 square feet and less, one parking space is required for each 300 square feet."

AMC 21.45.080 (K) requires (restaurant; bars, lounges and nightclubs):

"One parking space is required for every three seats. Parking space requirements for such facilities without fixed seating shall be based on maximum capacity under the provisions of the Uniform Building Code." In this case one person per 15 square feet of gross building area.

AMC 21.45.080 (M) parking for retail establishments:

"One parking space is required for every 300 square feet of gross building area."

The tax records indicate the building is 6,780 square feet. The application for the conditional use indicates that American Legion is leasing 1,860 square feet.

This establishment does not provide fixed seating. There for the following parking requirements apply: $1,860 \text{ (gross leased area)} / 15 \text{ square feet per person} = 124 / 3 \text{ seats} = 41.3 \text{ parking spaces}$.

The retail establishment and the grocery store are $4,920 \text{ square feet} / 300 \text{ square feet} = 16.4 \text{ parking spaces}$.

A total of 58 parking spaces are required including one van accessible and two car accessible spaces.

Off-street loading: AMC 21.45.090.B and C: "requires a type C Loading Berth"

Submit a parking layout to Land Use Enforcement to verify compliance with AMC 21.45.080 and 21.45.090.

Landscaping requirements: AMC 21.40.180.N: "Landscaping.

1. Buffer landscaping. Buffer landscaping shall be planted along each lot line adjoining a residential district.
2. Perimeter landscaping. Except adjacent to collector or arterial streets, visual enhancement landscaping shall be planted along the perimeter of all outdoor areas used for vehicle circulation, parking, storage or display.
3. Arterial landscaping. Arterial landscaping shall be planted along all collector or arterial streets.
4. Visual enhancement landscaping. All areas not devoted to buildings, structures, drives, walks, off-street parking facilities or other authorized installations shall be planted with visual enhancement landscaping.
5. Maintenance. All landscaping shall be maintained by the property owner or his designee."

AMC 21.45.080.W.4.f requires refuse containers located within or on the same pavement as the parking area to be screened by a wall, fence or landscaping constructed in accordance with criteria established by the refuse collection agency.

AMC 21.45.080.W.10: "Landscaping for parking lots with 15 or more spaces.

- a. Visual enhancement landscaping shall be planted on the perimeter of the parking area adjoining a lot line or a screening structure shall be placed on the perimeter of the parking area adjoining a lot line and an area equal to at least five percent of the surface of the parking area including appurtenant driveways shall be devoted to visual enhancement landscaping
- b. The parking area shall be separated from any building on the same lot by a sidewalk or landscaped area, or both, at least four feet wide.
- c. In addition to the landscaping required under subsections a and b of this subsection, visual enhancement landscaping shall be planted within the interior of a parking area containing more than 60 spaces. The area devoted to visual enhancement landscaping shall equal at least five percent of the surface of the parking area, including appurtenant driveways."

Provide calculations to Land Use Enforcement verifying five percent interior landscaping as required by AMC 21.45.080.W.10.

Provide a landscaping plan to Land Use Enforcement showing details of refuse screening and the location and type of plant materials used to satisfy the landscaping requirements of AMC 21.40.120 and 21.45.080.

Signs: All signs shall conform to the requirements of AMC 21.47.

Public streets abut the property. Principal access to them would meet the requirements of AMC 21.45.040.

Attachments:

Recommendations: If approval of this case is granted, Land Use Enforcement recommends the following:

Submit an as-built survey to Land Use Enforcement to verify compliance with yard setbacks.

Submit a site plan to Land Use Enforcement to verify compliance with parking and landscaping requirements.

(Reviewer: Jillanne M. Inglis)

MUNICIPALITY OF ANCHORAGE
Anchorage Water & Wastewater Utility

MEMORANDUM

RECEIVED

OCT 18 2005

Municipality of Anchorage
Zoning Division

DATE: October 17, 2005
TO: Zoning and Platting Division, OPDPW
FROM: Hallie Stewart, Engineering Technician, AWWU *H Stewart*
SUBJECT: Planning & Zoning Commission Public hearing December 13, 2005
AGENCY COMMENTS DUE November 15, 2005

AWWU has reviewed the case material and has the following comments.

05-146 Beavers, Block 5B, Lot 1A (conditional use) Grid 1331

1. AWWU water and sanitary sewer mains are available to the referenced lot.
2. AWWU has no objection to the proposed conditional use to permit a private club serving alcoholic beverages.

If you have any questions, please call me at 343-8009.



**Municipality of Anchorage
Development Services Department
Building Safety Division**




MEMORANDUM

NOV 14 2005

DATE: November 14, 2005

Municipality of Anchorage
Zoning Division

TO: Jerry Weaver, Jr., Platting Officer, CPD

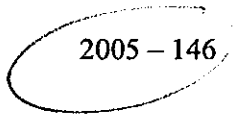
FROM:  Daniel Roth, Program Manager, On-Site Water and Wastewater Program

SUBJECT: Comments on Cases due November 15, 2005

The On-Site Water & Wastewater Program has reviewed the following cases and has these comments:

2005 – 143 A request concept/final approval of a conditional use to permit a private club serving alcohol in the B-2A Central business district-core.

No objection

 2005 – 146 A request concept/final approval of a conditional use to permit a restaurant serving alcoholic beverages in the B-3 General business district.

No objection



MUNICIPALITY OF ANCHORAGE

Development Services Department
Right of Way Division



MEMORANDUM

RECEIVED

DATE: November 4, 2005
TO: Planning Department, Zoning and Platting Division
THRU: Jack L. Frost, Jr., Right of Way Supervisor *L*
FROM: Lynn McGee, Senior Plan Reviewer *L*
SUBJ: Request for Comments on Assembly case(s) for the Meeting of December 13, 2005.

NOV 07 2005
Municipality of Anchorage
Zoning Division

Right of Way has reviewed the following case(s) due November 15, 2005.

05-143 Anchorage Townsite, Block 52A, Lot 1, grid 1230
(Conditional Use, Alcohol Beverage Service)
Right of Way Division has no comments at this time.
Review time 15 minutes.

04-146 Bevers, Block 5B, Lot 1A, grid 1331
(Conditional Use, Alcohol Beverage Service)
Correct the plans showing Lot 4A as the lot of interest vs. application listing Lot 1A.
Review time 15 minutes.

04-151 Springer, Block 2, Lot 1A, grid 1730
(Conditional Use, Alcohol Beverage Service)
Right of Way Division has no comments at this time.
Review time 15 minutes.

Pierce, Eileen A

From: Staff, Alton R.
Sent: Thursday, November 03, 2005 9:07 AM
To: Pierce, Eileen A; Stewart, Gloria I.
Cc: Taylor, Gary A.
Subject: Zoning and Plat Reviews

RECEIVED

NOV 03 2005

**Municipality of Anchorage
Zoning Division**

The Public Transportation Department has no comment on the following plats:

S11077-3
S10388-4
S11397-1
S11421-1
S10422-1
S11423-1
S11424-1
S11425-1
S11426-1
S11427-1
S11428-1
S11429-1
S11430-1
S11431-1
S11432-1
S11433-1

The Public Transportation Department has no comment on the following zoning cases:

2005- 143
 146
 149
 150
 151

Thank you for the opportunity to review.

RECEIVED

OCT 31 2005

Municipality of Anchorage
Zoning Division



FLOOD HAZARD REVIEW SHEET for PLATS

Date: 10-28-05

Case: 2005-146

Flood Hazard Zone: C

Map Number: 0235

☐ Portions of this lot are located in the floodplain as determined by the Federal Emergency Management Agency.

☐ AMC 21.15.020 requires that the following note be placed on the plat:

"Portions of this subdivision are situated within the flood hazard district as it exists on the date hereof. The boundaries of the flood hazard district may be altered from time to time in accordance with the provisions of Section 21.60.020 (Anchorage Municipal Code). All construction activities and any land use within the flood hazard district shall conform to the requirements of Chapter 21.60 (Anchorage Municipal Code)."

☐ A Flood Hazard permit is required for any construction in the floodplain.

☒ I have no comments on this case.


Reviewer: Jack Puff

**Municipality of Anchorage
Treasury Division
Memorandum**

RECEIVED

OCT 19 2005

Municipality of Anchorage
Zoning Division

Date: October 19TH 2005
To: Rich Cartier, Planning Dept.
From: Daisy VanNortwick, Revenue Officer 
Subject: Liquor License Conditional Use Comments

Liquor License Conditional Use Application Case # 2005-146 for Chappie James American
Legion # 34, located at 916 Ingra St # D

I find no outstanding taxes on this application, and see no reason for not approving it.

4

APPLICATION

Application for Conditional Use Retail Sale Alcoholic Beverages

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

Please fill in the information asked for below.

PETITIONER*		PETITIONER REPRESENTATIVE (IF ANY)	
Name (last name first) <i>Chappie James American Legion #34</i>		Name (last name first) <i>MAYFIELD EVANS</i>	
Mailing Address <i>916 "D" INGRA STREET</i>		Mailing Address <i>7500 SPORTSMENS POINT CIRCLE</i>	
<i>ANCHORAGE, AK 99501</i>		<i>ANCHORAGE, AK 99502</i>	
Contact Phone: Day: <i>907 561-4449</i> Night:		Contact Phone: Day: <i>907 276-2018</i> Night: <i>907 333-9909</i>	
FAX:		FAX: <i>907 276 6587</i>	
E-mail:		E-mail: <i>MAYFIELD@ATT.NET</i>	

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

PROPERTY INFORMATION

Property Tax #(000-000-00-000):	<i>002-134-54</i>
Site Street Address:	<i>916 INGRA STREET #D</i>
Property Owner (if not the Petitioner):	<i>TAE K. HAN</i>
Current legal description: (use additional sheet in necessary) <i>BEAVERS (THIRD ADDITION) BLOCK 5B LOT 1A</i>	
Zoning: <i>B-3</i>	Acreage: <i>21,004 sq ft</i>
Grid # <i>SW 1331</i>	

ALCOHOLIC BEVERAGE CONTROL BOARD LICENSE PROPOSED

<input type="checkbox"/> Beverage Dispensary	<input checked="" type="checkbox"/> Private Club	<input type="checkbox"/> Restaurant, exempt
<input type="checkbox"/> Beverage Dispensary-Tourism	<input type="checkbox"/> Public Convenience	<input type="checkbox"/> Theater
<input type="checkbox"/> Brew Pub	<input type="checkbox"/> Recreational	<input type="checkbox"/> Other (Please explain):
<input type="checkbox"/> Package Store	<input type="checkbox"/> Restaurant	
Is the proposed license: <input checked="" type="checkbox"/> New <input checked="" type="checkbox"/> Transfer of location: ABC license number:		
Transfer license location:		
Transfer licensed premises doing business as:		

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 conditional 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 conditional use. I also understand that assigned hearing dates are tentative and may have to be postponed by Planning Department, Municipal Clerk, or the Assembly for administrative reasons.

October 06, 2005

Date

[Signature]
Signature (Agents must provide written proof of authorization)

COMPREHENSIVE PLAN INFORMATIONAnchorage 2020 Urban/Rural Services: ☐ Urban ☐ RuralAnchorage 2020 West Anchorage Planning Area: ☐ Inside ☐ Outside

Anchorage 2020 Major Urban Elements: Site is within or abuts:

- ☐ Major Employment Center ☐ Redevelopment/Mixed Use Area ☐ Town Center
☐ Neighborhood Commercial Center ☐ Industrial Center
☐ Transit - Supportive Development Corridor

Eagle River-Chugiak-Peters Creek Land Use Classification:

- ☐ Commercial ☐ Industrial ☐ Parks/opens space ☐ Public Land Institutions
☐ Marginal land ☐ Alpine/Slope Affected ☐ Special Study
☐ Residential at _____ dwelling units per acre

Girdwood- Turnagain Arm

- ☐ Commercial ☐ Industrial ☐ Parks/opens space ☐ Public Land Institutions
☐ Marginal land ☐ Alpine/Slope Affected ☐ Special Study
☐ Residential at _____ dwelling units per acre

ENVIRONMENTAL INFORMATION (All or portion site affected)

- Wetland Classification: ☒ None ☐ "C" ☐ "B" ☐ "A"
 Avalanche Zone: ☒ None ☐ Blue Zone ☐ 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)


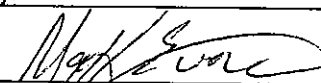
- ☐ Rezoning - Case Number:
☐ Preliminary Plat ☐ Final Plat - Case Number(s):
☒ Conditional Use - Case Number(s):
☐ Zoning variance - Case Number(s):
☐ Land Use Enforcement Action for
☐ Building or Land Use Permit for
☐ Wetland permit: ☐ Army Corp of Engineers ☐ Municipality of Anchorage

DOCUMENTATION

- Required: ☒ Site plan to scale depicting: building footprints; parking areas; vehicle and pedestrian circulation; lighting; landscaping; signage; and licensed premises location.
☒ Building plans to scale depicting: floor plans indicating the location of sales and service areas; building elevations (photographs are acceptable).
☒ Photographs of premises from each street frontage that include and show relationship to adjacent structures and the premises visible street address number.
☐ Narrative: explaining the project; construction, operation schedule, and open for business target date.
☐ Copy of a zoning map showing the proposed location.
☐ Copy of completed Alcoholic Beverage Control Board liquor license application form including all drawings and attachments, if filed with ABC Board.
- Optional: ☐ Traffic impact analysis ☐ Economic impact analysis ☐ Noise impact analysis

PROPERTY OWNER AUTHORIZATION* (if petitioner is not property owner)

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

10-10-05  
 Date Signature TAE K. HAM MAYFIELD EVANS
 *Report additional petitioners or disclose other co-owners on supplemental form. Failure to divulge other beneficial interest owners may delay processing of this application.

FACILITY OPERATIONAL INFORMATION

What is the proposed or existing business name (Provide both if name is changing):

CHAPPIE JAMES AMERICAN LEGION POST #34

What is the gross leaseable floor space in square feet?

1,860 SQUARE FEET

What is the facility occupant capacity?

What is the number of fixed seats (booth and non movable seats)?

NONE

What is the number non-fixed seats (movable chairs, stools, etc.)?

52 MOVEABLE CHAIRS, 14 TABLES, 7 BAR STOOLS

What will be the normal business hours of operation?

SUN, MON, TUES, THURS 4:30 PM to 1:00 AM WED, FRI, SAT 4:30 PM to 2:30 AM

What will be the business hours that alcoholic beverages will be sold or dispensed?

4:30 PM UNTIL CLOSING SUNDAY to SATURDAY

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

85 % Alcoholic beverage sales

15 % Food sales

Type of entertainment proposed: (Mark all that apply)

☒ Recorded music ☐ Live music ☐ 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" or "adult entertainment" as set forth by AMC 8.05.420 Minors-Disseminating indecent material or AMC 10.40.050 Adult oriented establishment? ☐ Yes ☒ 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

Name

Address

NONE

PACKAGE STORES

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

N/A	%	less than \$5.00
N/A	%	\$5.00 to \$10.00
N/A	%	\$10.00 to \$25.00
N/A	%	greater than \$25.00

CONDITIONAL USE STANDARDS

The Assembly may only approve the conditional use if it finds that **all** of the following 4 standards are satisfied. Each standard must have a response in as much detail as it takes to explain how your project satisfies the standard. The burden of proof rests with you. Use additional paper if needed.

Explain how the proposed conditional use furthers the goals and policies of the comprehensive development plan and conforms to the comprehensive development plan in the manner required by AMC 21.05.

THE FACILITY IS LOCATED IN THE NORTHWEST CORNER OF INGRA AND 9TH AVE. A TOTAL OF 4 SUITES WHICH INCLUDES A GROCERY STORE, A BEAUTY SALON AND A WOMENS STORE. CHAPPIE JAMES AMERICAN LEGION POST # 34 WILL GIVE THE PEOPLE WITHIN THE COMMUNITY A SOCIAL CLUB AND AN OPPORTUNITY TO BECOME MEMBERS AND THE OPPORTUNITY TO SUPPORT THE COMMUNITY THROUGH THE LEGIONS PROGRAMS.

Explain how the proposed conditional use conforms to the standards for that use in this title and regulations promulgated under this title.

I-I DISTRICT ZONING REGULATIONS ALLOW ALCOHOLIC BEVERAGES SALES THROUGH THE CONDITIONAL USE PERMIT PROCESS. PARKING AMC 21.450RD REQUIRES ONE PARKING SPACE FOR EVERY 3 SEATS. THE AMERICAN LEGIONS 62 MOVEABLE SEATS AND 0 FIXED SEATS. PARKING IS ON THE SAME LOT, REFUSE CONTAINER FURNISHED BY THE LANDLORD

Explain how the proposed conditional use will be compatible with existing and planned land uses in the surrounding neighborhood and with the intent of its use district.

THE SURROUNDING AREAS CONSIST OF AUTOMOBILE REPAIR SHOPS, USED CAR LOT, SIGN SHOP, BEAUTY SALON, AND GROCERY STORE. BECAUSE OF ITS LOCATION, THE AMERICAN LEGION POST #34'S LOUNGE IS READILY AVAILABLE TO TRAVELING PUBLIC AND LOCAL RESIDENTS BY FOOT.

Explain how the proposed conditional use will not have a permanent negative impact on the items listed below substantially greater than that anticipated from permitted development:

1. Pedestrian and vehicular traffic circulation and safety. *THIS STANDARD IS MET. TRAFFIC AND PEDESTRIAN PATTERNS ARE IN EXISTENCE, INCLUDING DRIVEWAY CUTS. INGRA STREET / 9TH AVE IS "MOUNT" OWNED. THERE IS AN ALLEY WAY ON THE SOUTHSIDE OF THE BLDG.*
2. The demand for and availability of public services and facilities. *THIS STANDARD IS MET. ELECTRICAL, WATER AND SEWER, NATURAL GAS ARE AVAILABLE TO THE BLDG. ROADS, INFRA-STRUCTURE AND PUBLIC TRANSIT ARE ALREADY IN PLACE. THE PETITION SITE IS WITHIN ARDSA. POLICE AND FIRE SERVICE AREA.*
3. Noise, air, water or other forms of environmental pollution. *THIS STANDARD IS MET. AS THE / AN AMERICAN LEGION PRIVATE CLUB CONDITIONAL USE AND LICENSE WILL NOT CAUSE OR CONTRIBUTE TO ANY ENVIRONMENTAL POLLUTION. THE PUBLIC PARKING LOT IS PAVED WHICH HELPS CONTROL AIR POLLUTION.*
4. The maintenance of compatible and efficient development patterns and land use intensities. *THIS STANDARD IS MET. THE GENERAL AREA WILL NOT CHANGE AS A RESULT OF THIS CONDITIONAL USE PERMIT FOR THE AMERICAN LEGION POST SOCIAL LOUNGE WITH AN ALCOHOLIC LICENSE.*

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 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.

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 21.50.020.

How many active liquor licenses are located on the same property as your proposed license? *NONE (0)*

Within 1,000 feet of your site are how many active liquor licenses? *0*

How would you rate this area's license concentration on a scale of 1 to 5 with 5 = high *1*

How many active liquor licenses are within the boundaries of the local community council? *4*

In your opinion, is this quantity of licenses a negative impact on the local community? *NO, BECAUSE THIS IS A MEMBERSHIP (AMERICAN LEGION POST) PROVIDING COMMUNITY SERVICE THROUGH COMMUNITY INVOLVEMENT*

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.

How many employees in direct contact with alcohol will be trained in accordance with the Alcoholic Beverage Control Board's Liquor Server Awareness Training Program?

04 BARTENDERS

03 WAITERS (TRESSES)

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.

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

MANAGEMENT, SECURITY STAFF, SARGENT OF ARMS, DOOR PERSON WILL BE ON SITE DURING OPENING HRS.

outside facility: MANAGEMENT, EXTERIOR LIGHTING, SARGENT AT ARMS, DOOR MGR AT ALL TIMES.

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 ☐ No Are real estate and business property taxes current? *WE DO NOT OWN ANY REALESTATE*
☐ Yes ☒ 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 ☐ No As the applicant and operator can you comply? If no explain

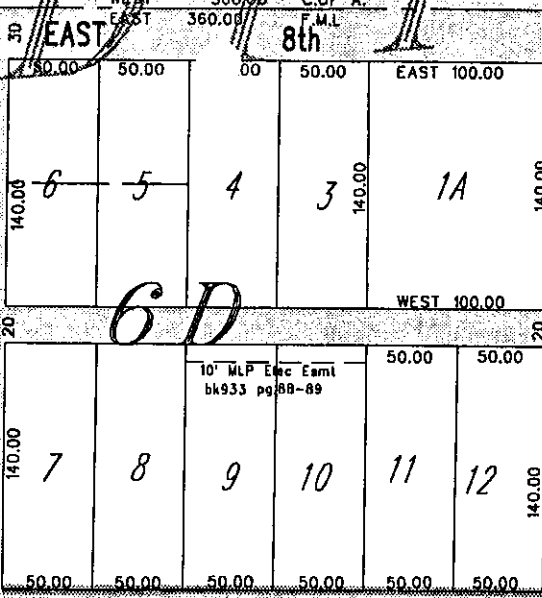
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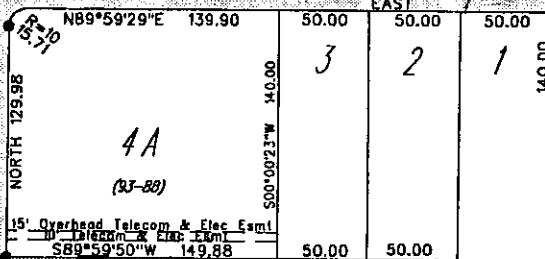
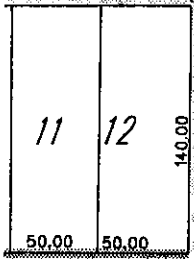
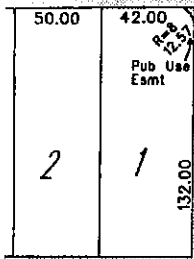
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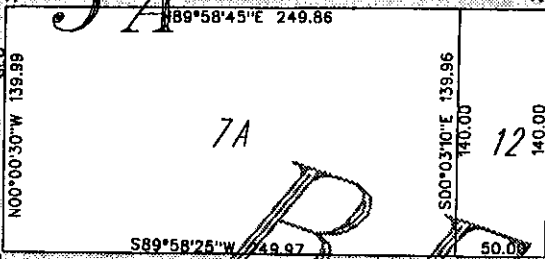
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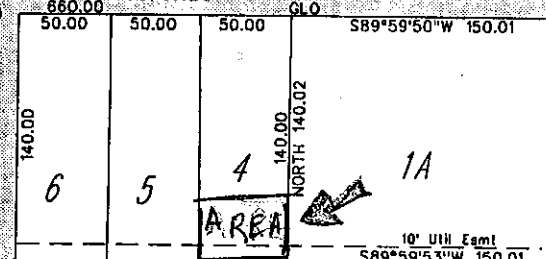
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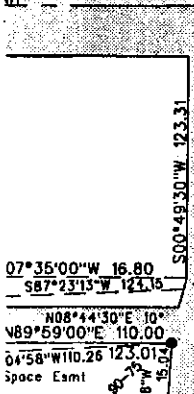
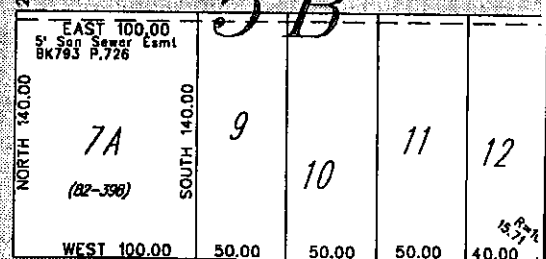
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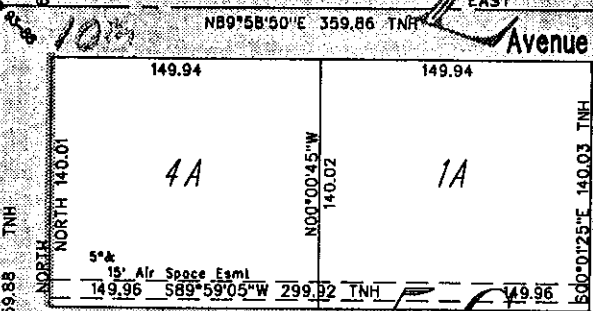
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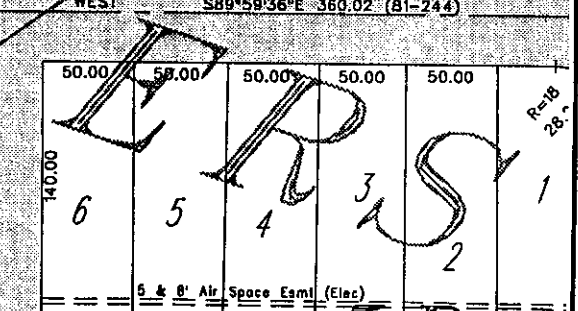
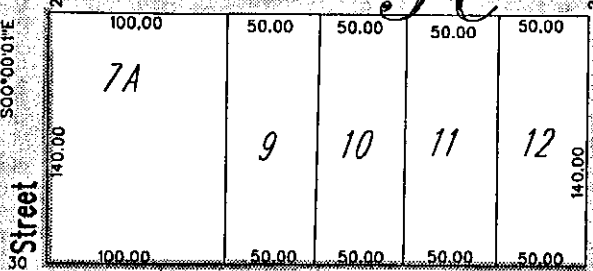
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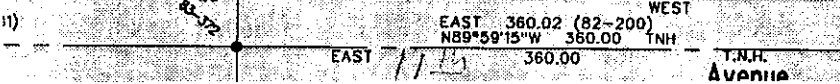
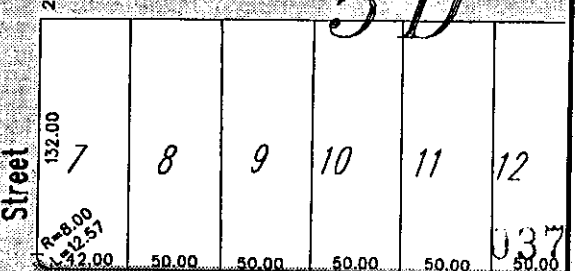
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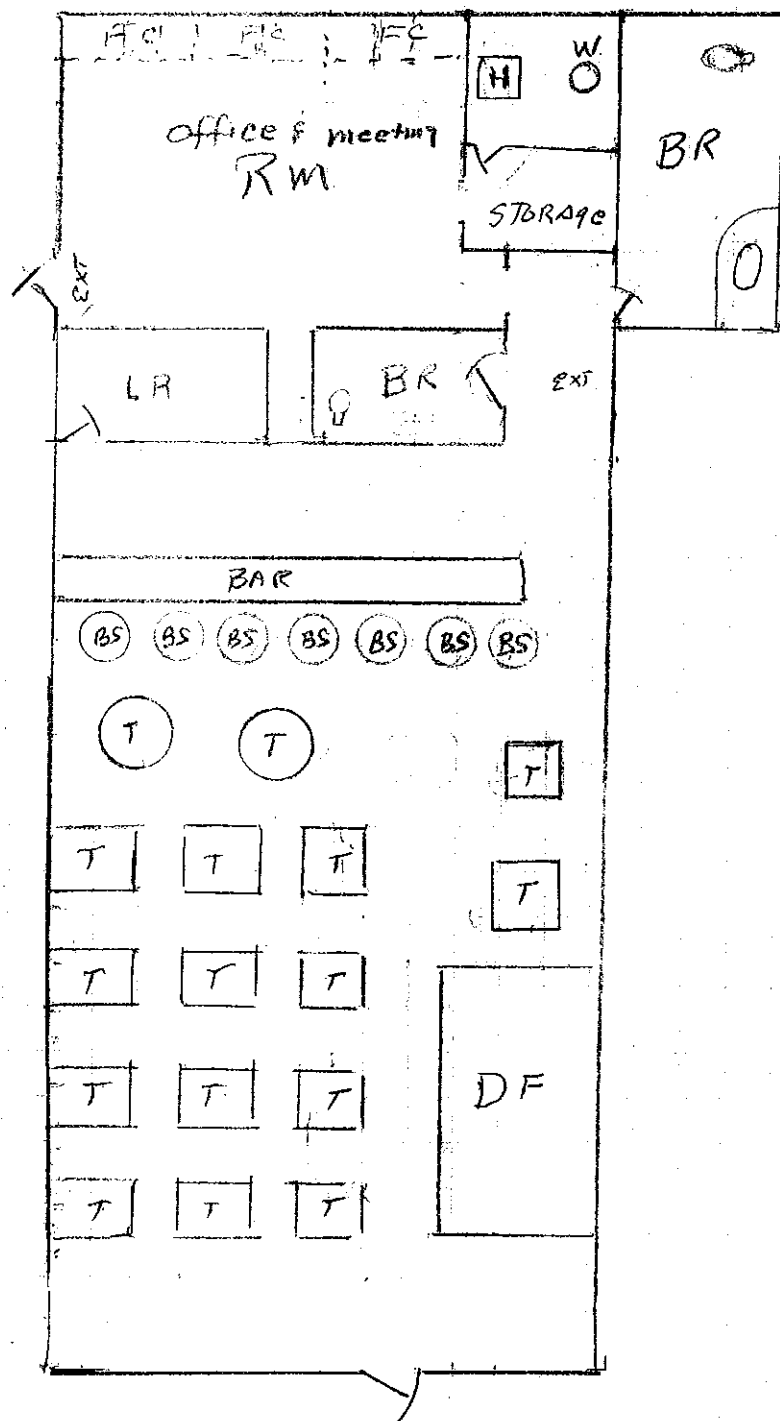
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916 INGRA STREET
UNIT # D

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COMMERCIAL LEASE AGREEMENT

ARTICLE I PARTIES

This Tae Kyung Ham ("Lease"), dated, for reference purposes only, this 24th day of January, 2005, is made by and between Tae Kyung Ham, (hereinafter referred to as "Landlord"), and Chaple James Post # 34 (Hereinafter referred to as "Tenant").

ARTICLE II PREMISES

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, for the term, at the rental and Upon all the conditions set forth herein that certain space ("Premises") containing approximately square feet of floor area. The location of the Premises is the space identified as 1860 sq ft. The Premises is located in the Anchorage Recording District, Third Judicial District, and State of Alaska.

ARTICLE III TERM

The Lease shall commence, on the May 2005, and shall terminate on the May 01, 2008. Unless sooner terminated pursuant to any provision hereof, Landlord and Tenant shall enter into an agreement, in record able form, specifying the aforesaid date of possession and the commencement date of the term hereof as soon as the same are determined. 1st Rent start at May 2005

ARTICLE IV DETERMINATION OF RENT

The Tenant agrees to pay the Landlord and the Landlord agrees to accept, during the term hereof, at such place as the Landlord shall from time to time direct by notice to the Tenant, rent at the following rates and times.

Section 1. Monthly Rent. Monthly rent for the term of the Lease shall be \$ 1800 per month. This said monthly rent shall be payable in advance, on the first (1st) day of each month. Rent for any period which is for less than one (1) month shall be a pro rata portion of the abatement, to Landlord or to whom Landlord may designate in writing. 2 / 5 year option.

Section 1. Option to Extend. The Tenant shall have the option of extending this Agreement for three (3) one year terms. Tenant shall pay to Landlord as minimum rent for the Premises, monthly installments as follows:

- A. During the first (1st) one year extension of the term of the lease (\$ per sq ft floor)
- B. During the second (2nd) one year extension of the term of the lease (\$ per sq ft floor)

c.

(2)

~~the third (3rd) one year extension of the term of the lease (\$ _____) for each month during~~
per square foot floor area)

To hold the premises until occupation by the Tenant, the initial rent payment for the period of _____
through _____ and the security deposit, a total sum of _____
will be paid upon signing this lease.

Section 3. Security Deposit. Concurrent with Tenant's execution of this Lease, Tenant has deposited _____ as security for the full and faithful performance by the Tenant of all the terms, covenants and conditions of this lease to be kept and performed by the Tenant. If Tenant defaults with respect to any provision of this Lease, including but not limited to the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within ten (10) days after written demand therefore, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount, and Tenant's failure to do so shall be a default under this Lease. If tenant complies with and fulfills all provisions of this lease this security deposit or any balance thereof shall be returned to Tenant with thirty (30) days following expiration of the Lease term. In the event of termination of Landlord's interest in the lease, Landlord shall transfer said deposit to Landlord's successor in interest. In the event of a bona fide sale of the property of which the leased premises are a part, the Landlord shall have the right to transfer the security to the purchaser to be held under the terms of this lease, and the Landlord shall be released from all liability for the return of such security to the Tenant.

Section 4. Late Charge. If any payment is not paid by the due date, there shall be added as additional rent an amount equal to five percent (5%) of the delinquent payment for the month or portion thereof after the date it was due provided, however, if such sum and late charges are not paid in full on or before the Fifth (5th) day of the month, such sum shall commence to bear interest at the rate of twelve percent (12%) per annum until paid in full.

Section 5. Escalation Clause. The monthly rental rate stated herein includes Real Estate taxes and insurance on the leased premises based on current costs. If Real Estate taxes or insurance rates increase during the term of this lease, the tenant agrees to pay additional rent for the taxes or insurance which will be pro-rated to the tenant on a square foot bases. Additional rents, if any, shall become effective August 1 of each year starting in 2004 and shall be in effect for the next 12 months.

ARTICLE V UTILITIES

Tenant shall pay for all water, sewer, lights, heat, telephone and janitorial, and other services incident to Tenant's use of the Leased Premises, whether or not the cost thereof be a charge or imposition against the Leased Premises. Landlord agrees to provide refuse.

ARTICLE VI USE

The Premises shall be used and occupied for the sole purpose of _____ and related products or services and shall be used for no other purpose without the prior written consent of Landlord. No act shall be done in or about the Premises that is unlawful or that will increase the rate of insurance on the Building. Tenant will not commit or allow to be committed any unlawful act or waste upon the Premises or any public, private, or mixed nuisance or other act or thing which disturbs the quiet enjoyment of any other tenants in the Building. Tenant shall comply with all laws relating to its use of the Premises and shall observe such reasonable rules and regulations as may be adopted and published by Landlord for the safety, care and cleanliness of not only the Premises but also the Building and for the preservation of good order therein. Tenant shall comply at tenant's own expense with all laws and regulations of any municipality, state, federal or other public authority respecting the use of said premises.

ARTICLE VII

MAINTENANCE, REPAIRS AND ALTERATIONS

Section 1. Landlord's Obligations. Except for damage caused by negligence or intentional act or omission of Tenant or Tenant's agents, employees or invitees, Landlord, at Landlord's expense shall keep in good order, condition and repair the heating furnace, foundations, and structural portions of the exterior walls and exterior roof of the Building. Landlord shall have no obligation to make repairs under this Section until a reasonable time after the receipt of written notice of the need for such repairs.

Section 2. Tenant's Obligations. Subject to the provisions of Section 1, Tenant, at Tenant's expense, shall keep in good order, condition and repair the Premises and every part thereof, including but not limited to plumbing, hot water heater, electrical apparatus, lighting, doors, window frames, hardware, glass, floors and non-structural ceilings and walls. Tenant shall, at the expiration or termination of this Lease, surrender and deliver up the Premises to Landlord in as good condition as when received by Tenant from Landlord or as thereafter improved, reasonable use, wear and tear excepted. Tenant shall repair any damage to the Premises or the Building occasioned by its use thereof or by the removal of Tenants trade fixtures, furnishings and equipment, which shall include the patching and filling of holes and repair of structural damage.

Tenant shall at all times, during the term of this lease, have and maintain liability insurance which insures against any acts or omissions committed within the leased premises.

Section 3. Alterations and Additions. Tenant shall not, without Landlord's prior written consent, make any alterations, additions or improvements in the Premises. As a condition to giving such consent, Landlord may require that Tenant remove any such alterations, improvements, additions or utility installations at the expiration of the term and restore the Premises to their prior condition. Tenant shall obtain all certificates, permits, licenses and other authorizations of governmental bodies or authorities which are necessary to permit the construction of the improvements on the premises and shall keep the same in full force and effect at Tenant's cost. Tenant shall negotiate, let and supervise all contracts for the furnishing of services, labor, and materials for the construction of the improvements on the premises at its cost. All such contracts shall require the contracting party to guarantee performance and all workmanship and materials installed by it for a period of one year following the date of completion of construction. Tenant shall cause all contracts to be fully and completely performed in a good and workmanlike manner, all to the effect that the improvements shall be fully and completely constructed and installed in accordance with good engineering and construction practice. During the course of construction, Tenant shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance in a sum equal, from time to time, to three times the amount expended for construction of the improvements. All risk of loss or damage to the improvements during the course of construction shall be on Tenant with the proceeds from insurance thereon payable to Landlord. Upon completion of construction, Tenant shall, at its cost, obtain an occupancy permit and all other permits or licenses necessary for the occupancy of the improvements and the operation of the same as set out herein and shall keep the same in force. Nothing herein shall alter the intent of the parties that Tenant shall be fully and completely responsible for all aspects pertaining to the construction of the improvements of the premises and for the payment of all costs associated therewith. Landlord shall be under no duty to investigate or verify Tenant's compliance with the provision herein. Moreover, neither Tenant nor any third party may construe the permission granted Tenant hereunder to create any responsibility on the part of the Landlord to pay for any improvements, alterations or repairs occasioned by the Tenant. All work on the Premises shall be alterations, improvements or additions which may be made on the Premises shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the term. Tenant's machinery, equipment and trade fixtures other than those which are affixed to the Premises so that they cannot be removed without material damage to the Premises shall remain the property of the Tenant and may be removed by Tenant, subject to the provisions of Section 2.

Section 4. Ice, Snow, and Debris. Landlord will maintain parking lot and provide snow removal from parking lot. Snow removal will be conducted at a time when the parking lot is free of cars. The snow will be

piled-up along the south side of the property and when a sufficient quantity is accumulated, the snow will be moved to the rear of the building. The tenant shall keep the sidewalks in front of the premises clear of snow, ice, debris, and other obstructions.

ARTICLE VIII

PARKING AND COMMON AREA

Section 1. Landlord's Obligations and Rights. Landlord covenants that there shall be an area for common and parking areas for the nonexclusive use of Tenant during the full term of this Lease; provided that the condemnation or other taking by any public authority or sale in lieu of condemnation of any or all of such common and parking areas shall not constitute a violation of this covenant. Notwithstanding anything herein contained to the contrary, Landlord shall be entitled to alter the building services or facilities and the location of driveways, sidewalks or other common areas and to extend existing buildings or erect new buildings or extend existing buildings above the Premises or other rentable Premises or common areas of the Mini-Mall or add new common to or on the Mini-Mall; and upon any alteration of the common areas or upon commencement of construction of any addition or additions to the Shopping Center and upon any addition of the new common areas, Landlord and Tenant shall execute such further and other documents as may be required to reflect such alterations of the common areas to exclude areas taken for construction of additional buildings or to include areas added as new common areas, as the case may be.

Section 2. Tenant's Rights. Tenant, for the use and benefit of itself and its agents, employees, customers, and licensees, shall have the nonexclusive right in common with Landlord and other present and future owners and tenants and their agents, employees, customers, and licensees to use said common and parking areas during the entire term of this Lease for ingress, egress and automobile parking. Notwithstanding the foregoing, Landlord shall have the right to require Tenant and Tenant's employees to park outside of the common parking areas during peak business times, such as the Christmas season, or similar times when the common parking areas may be subject to maximum use by customers of the stores in the Mini-Mall.

Section 3. Rules and Regulations. Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, regulations and charges for parking as Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas. Such rules may include but shall not be limited to the following: (1) the restricting of employee parking to a limited, designated area or areas, and (2) the regulation of the removal, storage and disposal of Tenants refuse and other rubbish.

ARTICLE IX

SIGNAGE

Section 1. Exterior Signs. Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to repair or replace, if it shall so elect, signs on the exterior portion of the Leased Premises, providing that Tenant shall remove any such signs upon termination of this lease, and repair all damage occasioned thereby to the Leased Premises.

Section 2. Interior Signs. Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place and install its usual and customary signs and fixtures in the interior of the Leased Premises.

ARTICLE X

INDEMNITY BY TENANT

Section 1. Liability Insurance. Tenant shall maintain in force during the term of this lease, with respect to the Leased Premises, public liability insurance with limits of not less than one million dollars for injury or death from one accident and \$500,000.00 property damage insurance, insuring Landlord and Tenant against injury to persons or damage to property on or about the Leased Premises. A copy of the policy or a certificate of insurance shall be delivered to Landlord on or before the commencement date and no such policy shall be cancelled without ten (10) days prior written notice to Landlord. The limits of said insurance

shall not, however, limit the liability of Tenant hereunder. If Tenant fails to maintain said insurance, Landlord may, but shall not be required to, procure and maintain the same, at the expense of Tenant.

Section 2. The Tenant shall hold Landlord harmless and indemnify Landlord from all injury, loss, claims or damage to any person or property while on the Leased Premises, unless caused by the willful acts or omissions or gross negligence of Landlord, its employees or agents.

Section 3. Tenant's Covenants. Tenant covenants and agrees as follows: a. To procure any licenses and permits required for any use made of the Leased Premises by Tenant, and upon the expiration or termination of this Lease, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Landlord the Leased Premises in good order, repair and condition in all respects; excepting only damage by fire and casualty covered by Tenant's insurance coverage, structural repairs (unless Tenant is obligated to make such repairs hereunder) and reasonable wear and tear; b. To permit Landlord and its agents to examine the Leased Premises at reasonable times and to show the Leased Premises to prospective purchasers of the Building and to provide Landlord, if not already available, with a set of keys for the purpose of said examination, provided that Landlord shall not thereby unreasonably interfere with the conduct of Tenant's business; c. To permit Landlord to enter the Leased Premises to inspect such repairs, improvements, alterations or additions thereto as may be required under the provisions of this Lease.

ARTICLE XI INSURANCE

Section 1. Insurance Proceeds. In the event of any damage to or destruction of the Leased Premises, Tenant shall adjust the loss and settle all claims with the insurance companies issuing such policies. The parties hereto do irrevocably assign the proceeds from such insurance policies for the purposes hereinafter stated to any institutional first mortgagee or to Landlord and Tenant jointly, if no institutional first mortgagee then holds an interest in the Leased Premises. All proceeds of said insurance shall be paid into a trust fund under the control of any institutional first mortgagee, or of Landlord and Tenant if no institutional first mortgagee then holds an interest in the Leased Premises, for repair, restoration, rebuilding or replacement, or any combination thereof, of the Leased Premises or of the improvements in the Leased Premises. In case of such damage or destruction, Landlord shall be entitled to make withdrawals from such trust fund, from time to time, upon presentation of: a. bills for labor and materials expended in repair, restoration, rebuilding or replacement, or any combination thereof; b. Landlord's sworn statement that such labor and materials for which payment is being made have been furnished or delivered on site; and c. the certificate of a supervising architect (selected by Landlord and Tenant and approved by an institutional first mortgagee, if any, whose fees will be paid out of said insurance proceeds) certifying that the work being paid for has been completed in accordance with the Plans and Specifications previously approved by Landlord, Tenant and any institutional first mortgagee in a first class, good and workmanlike manner and in accordance with all pertinent governmental requirements. Any insurance proceeds in excess of such proceeds as shall be necessary for such repair, restoration, rebuilding, replacement or any combination thereof shall be the sole property of Landlord subject to any rights therein of Landlord's mortgagee, and if the proceeds necessary for such repair, restoration, rebuilding or replacement, or any combination thereof shall be inadequate to pay the cost thereof, Tenant shall suffer the deficiency.

Section 2. Subrogation. Landlord and Tenant hereby release each other, to the extent of the insurance coverage provided hereunder, from any and all liability or responsibility (to the other or anyone claiming through or under the other by way of subrogation or otherwise) for any loss to or damage of property covered by the fire and extended coverage insurance policies insuring the Leased Premises and any of Tenant's property, even if such loss or damage shall have been caused by the fault or negligence of the other party.

Section 3. Contribution. Tenant shall reimburse Landlord for all insurance premiums connected with or

applicable to the Leased Premises for whatever insurance policy the Landlord, at its sole and exclusive option, should select.

ARTICLE XII **LIENS AND INSOLVENCY**

The Tenant shall keep the Premises and the Building free and clear of all liens arising out of any work performed, materials ordered, or obligations incurred by Tenant. If Tenant becomes insolvent or voluntarily or involuntarily bankrupt or if a receiver, assignee or other liquidating action is not terminated within thirty (30) days of any such appointment, then Landlord may terminate this Lease and Tenant's right of possession under this Lease at Landlord's option. Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to Tenant by this instrument. If the Tenant fail to keep Premises and Building free and clear of all liens, or to have any liens removed from the property within fourteen (14) days of notification to do so by the Landlord, in addition to all other remedies available to the Landlord, the Tenant shall indemnify and hold the Landlord harmless for all costs and expenses, including attorney's fees, occasioned by the Landlord in having said lien removed from the property; and, such costs and expenses shall be immediately due and payable to the Landlord.

ARTICLE XIII **DAMAGE TO DEMISED PREMISES**

Section 1. Abatement or Adjustment of Rent. If the whole or any part of the Leased Premises shall be damaged or destroyed by fire or other casualty after the execution of this Lease and before the termination hereof, then in every case the rent reserved in Article IV herein and other charges, if any, shall be abated or adjusted, as the case may be, in proportion to that portion of the Leased Premises of which Tenant shall be deprived on account of such damage or destruction and the work of repair, restoration, rebuilding, or replacement or any combination thereof, of the improvements so damaged or destroyed, shall in no way be construed by any person to effect any reduction of sums or proceeds payable under any rent insurance policy.

Section 2. Repairs and Restoration. Landlord agrees that in the event of the damage or destruction of the Leased Premises, Landlord forthwith shall proceed to repair, restore, replace or rebuild the Leased Premises (excluding Tenant's leasehold improvements), to substantially the condition in which the same were immediately prior to such damage or destruction. The Landlord thereafter shall diligently prosecute said work to completion without delay or interruption except for events beyond the reasonable control of Landlord. Notwithstanding the foregoing, if Landlord does not either obtain a building permit within ninety (90) days of the date of such damage or destruction, or complete such repairs, rebuilding or restoration and comply with conditions (a), (b) and (c) in Section 1 of Article XII within nine (9) months of such damage or destruction, then Tenant may at any time thereafter cancel and terminate this Lease by sending ninety (90) days written notice thereof to Landlord, or, in the alternative, Tenant may, during said ninety (90) day period, apply for the same and Landlord shall cooperate with Tenant in Tenant's application. Notwithstanding the foregoing, if such damage or destruction shall occur during the last year of the term of this Lease, or during any renewal term, and shall amount to twenty-five (25%) percent or more of the replacement cost, (exclusive of the land and foundations), this Lease, except as hereinafter provided in Section 3 of Article XV, may be terminated at the election of either Landlord or Tenant, provided that notice of such election shall be sent by the party so electing to the other within thirty (30) days after the occurrence of such damage or destruction.

Upon termination, as aforesaid, by either party hereto, this Lease and the term thereof shall cease and come to an end, any unearned rent or other charges paid in advance by Tenant shall be refunded to Tenant, and the parties shall be released hereunder, each to the other, from all liability and obligations hereunder thereafter arising.

ARTICLE XIV CONDEMNATION

Section 1. Taking. If all or any part of the Premises or Building as may be required for the reasonable use of the Premises shall be taken by eminent domain (or by a voluntary conveyance made in lieu of a taking by eminent domain), this Lease shall automatically terminate as of the date Tenant is required to vacate or will be deprived of the reasonable use of the premises, and all rentals shall be paid to that date. In the case of a taking of a part of the Premises, Tenant may, at its election, terminate this Lease by notice in writing to Landlord within ten (10) days after the receipt by Tenant of written notice of the proposed taking, and with any such notice by Tenant to Landlord to be effective on a date which shall be notice. If within said thirty (30) day period Tenant does not exercise its right to terminate this Lease because of a taking of a part of the Premises, this Lease shall continue in full force and effect, and the rental shall be equitably reduced based on the proportion by which the floor area of the Premises is reduced, such rent reduction to be effective as of the date when possession of such portion is delivered to the condemning authority. Landlord reserves all rights to damages to the Premises for any taking by eminent domain, and Tenant hereby assigns to Landlord any right Tenant may have to such damages or assigns to Landlord any right Tenant may have to such damages or award, and Tenant shall make no claim against Landlord for damages for termination of the lease hold interest or for interference with Tenant's business. Tenant shall have the right, however, to claim and recover from the condemning authority compensation for any loss to which Tenant may be put for Tenant's moving expenses and for the interruption of or damage to Tenant's business; provided that such damages may be claimed only if they are awarded separately in the eminent domain proceeding and not as part of the damages recoverable by Landlord.

Section 4. Award. All compensation awarded for any taking, whether for the whole or a portion of the Leased Premises, shall be the sole property of the Landlord whether such compensation shall be awarded for diminution in the value of, or loss of, the leasehold or for diminution in the value of, or loss of, the fee in the Leased Premises, or otherwise. The Tenant hereby assigns to Landlord all of Tenant's right and title to and interest in any and all such compensation. However, the Landlord shall not be entitled to and Tenant shall have the sole right to make its independent claim for and retain any portion of any award made by the appropriating authority directly to Tenant for loss of business, or damage to or depreciation of, and cost of removal of fixtures, personals and improvements installed in the Leased Premises by, or at the expense of Tenant, and to any other award made by the appropriating authority directly to Tenant.

Section 5. Release. In the event of any termination of this Lease as the result of the provisions of this Article XV, the parties, effective as of such termination, shall be released, each to the other, from all liability and obligations thereafter arising under this lease.

ARTICLE XV DEFAULT

Section 1. LANDLORD'S Remedies. In the event that:

a. Tenant shall on three or more occasions be in default in the payment of rent or other charges herein required to be paid by Tenant (default herein being defined as payment received by Landlord five or more days subsequent to the due date), regardless of whether or not such default has occurred on consecutive or non-consecutive months; or

b. Tenant has caused a lien to be filed against the Landlord's property and said lien is not removed within thirty (30) days of recording thereof; or

c. Tenant shall default in the observance or performance of any of the covenants and agreements required to be performed and observed by Tenant hereunder for a period of thirty (30) days after notice to Tenant in writing of such default (or if such default shall reasonably take more than thirty (30) days to cure, Tenant shall not have commenced the same within the thirty (30) days and diligently prosecuted the same

to completion); or;

d. Sixty (60) days have elapsed after the commencement of any proceeding by or against Tenant, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or future Federal Bankruptcy Act or any other present or future applicable federal, state or other statute or law, whereby such proceeding shall not have been dismissed (provided, however, that the non-dismissal of any such proceeding shall not be a default hereunder so long as all of Tenant's covenants and obligations hereunder are being performed by or on behalf of Tenant); then Landlord shall be entitled to its election (unless Tenant shall cure such default prior to such election), to exercise concurrently or successively, any one or more of the following rights:

i. Terminate this Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease, and all rights of Tenant under this Lease and in and to the Premises shall expire and terminate, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant shall surrender the Premises to Landlord on the date specified in such notice; or

ii. Terminate this Lease as provided herein and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, a sum which, at the date of such termination, represents the then value of the excess, if any, of (a) the Minimum Rent, Percentage Rent, Taxes and all other sums which would have been payable hereunder by Tenant for the period commencing with the day following the date of such termination and ending with the date herein before set for the expiration of the full term hereby granted, over (b) the aggregate reasonable rental value of the Premises for the same period, all of which excess sum shall be deemed immediately due and payable; or

iii. Without terminating this Lease, declare immediately due and payable all Minimum Rent, Taxes, and other rents and amounts due and coming due under this Lease for the entire remaining term hereof, together with all other amounts previously due, at once; provided, however, that such payment shall not be deemed a penalty or liquidated damages but shall merely constitute payment in advance of rent for the remainder of said term. Upon making such payment, Tenant shall be entitled to receive from Landlord all rents received by Landlord from other assignees, tenants, and subtenants on account of said Premises during the term of this Lease, provided that the monies to which tenant shall so become entitled shall in no event exceed the entire amount actually paid by Tenant to Landlord pursuant to the preceding sentence less all costs, expenses and attorney's fees of Landlord incurred in connection with the re-leasing of the Premises; or

iv. Without terminating this Lease, and with or without notice to Tenant, Landlord may in its own name but as agent for Tenant enter into and upon and take possession of the Premises or any part thereof, and, at landlord's option, remove persons and property therefrom, and such property, if any, may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of Tenant, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and Landlord may rent the Premises or any portion thereof as the agent of Tenant with or without advertisement, and by private negotiations and for any term upon such terms and conditions as Landlord may deem necessary or desirable in order to re-lease the Premises. Landlord shall in no way be responsible or liable for any rental concessions or any failure to rent the Premises or any part thereof, or for any failure to collect any rent due upon such re-leasing. Upon such re-leasing, all rentals received by Landlord from such re-leasing shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from Tenant to Landlord; second, to the payment of any costs and expenses of such re-leasing, including, without limitation, brokerage fees and attorney's fees and costs of alterations and repairs; third, to the

payment of rent and other charges then due and unpaid hereunder; and the residue, if any shall be held by Landlord to the extent of and for application in payment of future rent as the same may become due and payable hereunder. In re-leasing the Premises as aforesaid, Landlord may grant rent concessions and Tenant shall not be credited therefore. If such rentals received from such re-leasing shall at any time or from time to time be less than sufficient to pay to Landlord the entire sums then due from Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall, at Landlord's option, be calculated and paid monthly. No such re-leasing shall be construed as an election by Landlord to terminate this Lease unless a written notice of such election has been given to Tenant by Landlord. Notwithstanding any such re-leasing without termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous default provided same has not been cured; or

v. Without liability to Tenant or any other party and without constituting a constructive or actual eviction, suspend or discontinue furnishing or rendering to Tenant any property, material, labor, utilities or other service, whether Landlord is obligated to furnish or render the same, so long as Tenant is in default under this Lease; or

vi. Allow the Premises to remain unoccupied and collect rent from Tenant as it comes due; or vii. Foreclose the security interest described herein, including the immediate taking of possession of all property on or in the Premises; or

viii. Pursue such other remedies as are available at law or equity.

e. Landlord's pursuit of any remedy or remedies, including without limitation, any one or more of the remedies stated herein shall not (1) constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination, or (2) sever as the basis for any claim of constructive eviction, or allow Tenant to withhold any payments under this Lease.

Section 2. LANDLORD'S Self Help. If in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed and shall not cure such default within thirty (30) days after notice from Landlord specifying the default (or if such default shall reasonably take more than thirty (30) days to cure, shall diligently prosecute the same to completion), Landlord may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Tenant, and any amount paid or contractual liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant and Tenant agrees to reimburse Landlord therefore and save Landlord harmless therefrom. Provided, however, that Landlord may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Tenant if any emergency situation exists, or after notice to Tenant, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Landlord's interest therein, or to prevent injury or damage to persons or property. If Tenant shall fail to reimburse Landlord upon demand for any amount paid for the account of Tenant hereunder, said amount shall be added to and become due as a part of the next payment of rent due and shall for all purposes be deemed and treated as rent hereunder.

Section 3. TENANT'S Self Help. If Landlord shall default in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed, and if Landlord shall not cure such default within thirty (30) days after notice from Tenant specifying the default (or, if such default shall reasonably take more than thirty (30) days to cure, and Landlord shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion), Tenant may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Landlord and any amount paid or any contractual liability incurred by Tenant in so doing shall be deemed paid or incurred for the account of Landlord and Landlord shall reimburse Tenant therefore and save Tenant harmless therefrom. Provided, however, that Tenant may cure any such default as

aforesaid prior to the expiration of said waiting period, without notice to Landlord if an emergency situation exists, or after notice to Landlord, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Tenant's interest therein or to prevent injury or damage to persons or property. If Landlord shall fail to reimburse Tenant upon demand for any amount paid or liability incurred for the account of Landlord hereunder, said amount or liability may be deducted by Tenant from the next or any succeeding payments of rent due hereunder; provided, however, that should said amount or the liability therefore be disputed by Landlord, Landlord may contest its liability or the amount thereof, through arbitration or through a declaratory judgment action and Landlord shall bear the cost of the filing fees therefore.

ARTICLE XVI

ENERGY CONSERVATION LEGISLATION

In the event that any legislative enactment or decree of governmental authority shall require fundamental changes in the heating, lighting and electrical systems or the fuel or power source utilized by such systems, Landlord reserves the right, at any time and from time to time, to make changes in, additions to, subtractions from or rearrangements of the Premises and the common areas of the Mini-mall to accommodate the required changes to the said central heating system to serve all Premises in the Mini-mall and to erect, use and maintain wiring, mains, pipes, conduits and other means of distributing heat to the Premises and in and through the authorized by it shall have the right from time to time, to enter upon the premises for the purpose of access thereto for installation, maintenance and repair, and such entry shall not be deemed to be an interference with Tenant's possession under this Lease. In the event Landlord is obligated to carry out such conversion, Tenant agrees to reimburse Landlord for its proportionate share of the costs of changing the said heating, lighting and electrical systems and installing and operation said central heating systems and to utilize said central heating system in the place of and instead of Landlord's existing heating system. Such repairs, alterations, additions or improvements shall be effected at such times and in such manner as to cause as little interruption to Tenant as possible. So long as Landlord shall not interfere with Tenant's business in the Premises more than is reasonably necessary in the conduct of such repairs, changes, improvements and alterations. Tenant shall not have any right to object. All of the alterations, improvements, repairs or additions mentioned in this paragraph made without any claim for damages of indemnification against Landlord or diminution or abatement of rent.

ARTICLE XVII

TITLE

Section 1. Subordination. Tenant shall, upon the request of Landlord in writing, subordinate this Lease to the lien of any present or future institutional mortgage upon the Leased Premises irrespective of the time of execution or the time of recording of any such mortgage. Provided, however, that as a condition to such subordination, the holder of any such mortgage shall enter first into a written agreement with Tenant in form suitable for recording to the effect that: a. in the event of foreclosure or other action taken under the mortgage by the holder thereof, this Lease and the rights of Tenant hereunder shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default hereunder, and b. such holder shall permit insurance proceeds and condemnation proceeds to be used for any restoration and repair required by the provisions of this lease.. Tenant agrees that if the mortgagee or any person claiming under the mortgagee shall succeed to the interest of Landlord in this Lease, Tenant will recognize said mortgagee or person as its Landlord under the terms of this Lease, provided that said mortgagee or person for the period during which said mortgagee or person respectively shall be in possession of the Leased Premises and thereafter their respective successors in interest shall assume all of the obligations of Landlord hereunder. The word "mortgage", as used herein includes mortgages, deeds of trust or other similar instruments, and modifications, and extensions thereof. The term "institutional mortgage" as used in this Article XVII means a mortgage securing a loan from a bank (commercial or savings) or trust company, insurance company or pension trust or any other lender institutional in nature and constituting a lien upon the Leased Premises.

Section 2. Costs and Attorneys' Fees. If by reason of any default on the part of Tenant it becomes

necessary for Landlord to employ an attorney, or in case Landlord shall bring suit to recover any rent due hereunder for breach of any provision of this Lease or to recover possession of the Premises, or if Landlord shall bring an action for any relief against Tenant, declaratory or otherwise, arising out of this Lease, and Landlord shall prevail in such action, then and in any of such events Tenant shall pay Landlord a reasonable attorneys' fee and all costs and expenses expended or incurred by Landlord in connection with such default or action.

Section 4. Licenses. It shall be the Tenant's responsibility to obtain any and all necessary licenses and the Landlord shall bear no responsibility therefore; the Tenant shall promptly notify Landlord of the fact that it has obtained the necessary licenses in order to prevent any delay to Landlord in commencing construction of the Leased Premises.

ARTICLE XVIII EXTENSIONS/WAIVERS

Section 1. Extension Period. Any extension hereof shall be subject to the provisions of Article III hereof.

Section 2. Holding Over. In the event that Tenant or anyone claiming under Tenant shall continue occupancy of the Leased Premises after the expiration of the term of this Lease or any renewal or extension thereof without any agreement in writing between Landlord and Tenant with respect thereto, such occupancy shall not be deemed to extend or renew the term of the Lease, but such occupancy shall continue as a tenancy at will, from month to month, upon the covenants, provisions and conditions herein contained. The rental shall be the rental in effect during the term of this Lease as extended or renewed, prorated and payable for the period of such occupancy.

Section 3. Waivers. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.

ARTICLE XIX NOTICES

All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail, return receipt requested, postage prepaid, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed. If intended for Landlord the same will be mailed to the address herein above set forth or such other address as Landlord may hereafter designate by notice to Tenant, and if intended for Tenant, the same shall be mailed to Tenant at the address herein above set forth, or such other address or addresses as Tenant may hereafter designate by notice to Landlord.

ARTICLE XX PROPERTY DAMAGE

Section 1 Loss and Damage. Notwithstanding any contrary provisions of this Lease, Landlord shall not be responsible for any loss of or damage to property of Tenant or of others located on the Leased Premises,

except where caused by the willful act or omission or negligence of Landlord, or Landlord's agents, employees or contractors, provided, however, that if Tenant shall notify Landlord in writing of repairs which are the responsibility of Landlord under Article VII hereof, and Landlord shall fail to commence and diligently prosecute to completion said repairs promptly after such notice, and if after the giving of such notice and the occurrence of such failure, loss of or damage to Tenant's property shall result from the condition as to which Landlord has been notified, Landlord shall indemnify and hold harmless Tenant from any loss, cost or expense arising therefrom.

Section 2. Force Majeure. In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, lack of funds shall not be deemed to be a cause beyond control of either party.

ARTICLE XXI MISCELLANEOUS

Section 1. Fixtures. All personal property, furnishings and equipment presently and all other trade fixtures installed in or hereafter by or at the expense of Tenant and all additions and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the Leased Premises and used in the operation of the Tenant's business made to, in or on the Leased Premises by and at the expense of Tenant and susceptible of being removed from the Leased Premises without damage, unless such damage be repaired by Tenant, shall remain the property of Tenant and Tenant may, but shall not be obligated to, remove the same or any part thereof at any time or times during the term hereof, provided that Tenant, at its sole cost and expense, shall make any repairs occasioned by such removal.

Section 4. Invalidity of Particular Provision. If any term or provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 7. Entire Agreement. This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be modified in any way except by a writing executed by both parties.

Section 8. Governing Law. All matters pertaining to this agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the State of Alaska.

Section 9. Contractual Procedures. Unless specifically disallowed by law, should litigation arise hereunder, service of process therefore may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.

Section 10. Extraordinary remedies. To the extent cognizable at law, the parties hereto, in the event of breach and in addition to any and all other remedies available thereto, may obtain injunctive relief, regardless of whether the injured party can demonstrate that no adequate remedy exists at law.

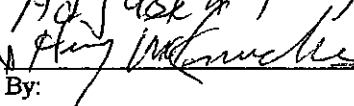
Section 11. Reliance on Financial Statement. Tenant shall furnish concurrently with the execution of this lease, a financial statement of Tenant prepared by an accountant. Tenant, both in corporate capacity, if applicable, and individually, hereby represents and warrants that all the information contained therein is complete, true, and correct. Tenant understands that Landlord is relying upon the accuracy of the information contained therein. Should there be found to exist any inaccuracy within the financial statement which adversely affects Tenant's financial standing, or should Tenant's financial circumstances materially change, Landlord may demand, as additional security, an amount equal to an additional two (2) months rent, which additional security shall be subject to all terms and conditions herein, require a fully executed guaranty by a third party acceptable to Landlord, elect to terminate this Lease, or hold Tenant personally and individually liable hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above Written or have caused this Lease to be executed by their respective officers thereunto duly authorized, signed, sealed and delivered in the presence of:

HOLLYWOOD MALL


By: Tae K Ham

"LANDLORD"

For
Adjustment Post #361

By: _____

"TENANT"

Initials _____





Mayfield

From: Darrel Hess [gmpeon@alaska.net]
Sent: Sunday, August 07, 2005 9:11 AM
To: Allan Tesche: Muni; Allan Tesche: Office
Cc: Mayfield Evans
Subject: Chappie James Post #34
Importance: High

Allan,

As you are aware, Chappie James American Legion Post #34 is relocating to 9th and Ingra. As President of the Fairview Community Council, at the direction of the Membership, I wrote letter of support for the transfer of Post 34's Private Club Liquor License.

Due to some glitches, the transfer request has not made it to the Assembly for action. Post 34 is currently paying rent at two locations. The transfer request should be coming over from the ABC Board shortly, and the Council would appreciate it if you could fast track getting the request on the Assembly's Agenda.

Even though they have not physically relocated to Fairview, Post 34 helped out with our Annual Community Block Party, and yesterday a group from Chappie James Post 34 spent 8 hours helping with the Clean & Green at Fairview Lions Park!

Anything you can do to expedite this license transfer would be greatly appreciated! Please let me know if there is anything else that you need from the FVCC!

Darrel

P.S.-The next time you get a chance, drive by the park and check out what we did yesterday!

8/8/2005

055

Liquor License Transfer

PAGE 1 OF 2

(907) 269-0350

Fax: (907) 272-9412

www.abc.revenue.state.ak.us

This application is for:

- ☐ Seasonal - Two 6-month periods in each year of the biennial period beginning _____ and ending _____
☐ Full 2-year period

Type of Application: ☐ Transfer of Ownership ☐ Relocation ☐ Establishment Name
Mo/Day Mo/Day

SECTION A. LICENSE INFORMATION: Must be completed for all types of applications.

Current License #: 5690	License Type: CLUB	Filing Fee: \$100.00 Total Submitted: \$
License Year: 2004/2005	Local Governing Body: (City, Borough or Unorganized): ANCHORAGE	
Statute Reference Sec. 04.11.110	Applicant's/transferee's name as it should appear on the license: CHADIE JAMES AMERICAN LEGION Post #34	Community Council Name(s) & Mailing Address (If applicable): FAIRVIEW
Bus. Tel. # 561-4449	Applicant's/transferee's mailing address: 916 INGRA ANCHORAGE AK 99503	
Fax #:	Doing Business As (Business Name): AMERICAN LEGION Post # 34	
Federal EIN: 91-2667102	Street Address or Location of Business: 916 INGRA	
Email Address:	City: ANCHORAGE	

SECTION B. PREMISES TO BE LICENSED. Must be completed for Relocation applications.

Name to be used on public sign or advertising: AMERICAN LEGION Post #34

Closest school grounds: 2 1/2 of a mile

Closest church: 2 1/2 of a mile

Distance measured under: ☐ AS 04.11.410 OR ☒ Local ordinance No. ☒ Existing facility ☐ New building ☐ Proposed building

Premises to be licensed is: ☐ Premises is GREATER than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. ☐ Premises is LESS than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. ☐ Not applicable

☐ Plans submitted to Fire Marshall (required for new & proposed buildings) ☐ Diagram of premises attached

SECTION C. TRANSFER INFORMATION.

☒ Regular Transfer

☐ Transfer with security interest: Any instrument executed under AS 04.11.670 for purposes of applying AS 04.11.360(4)(b) in a later involuntary transfer, must be filed with this Application (15 AAC 104.107). Real or personal property conveyed with this transfer must be described. Provide security interest documents.

☐ Involuntary Transfer. Attach documents which evidence default under AS 04.11.670.

Name and Mailing Address of Current Licensee

CHADIE JAMES AMERICAN LEGION Post #34
916 INGRA
ANCHORAGE AK, 99503

Business Name (dba) BEFORE transfer

AMERICAN LEGION Post 34

Street Address or Location BEFORE transfer

6100 OLD SEWARD HWY

manager or partner background.

Does any individual, corporate officer, director, or limited liability organization member, manager or partner named in this application have any direct or indirect interest in any other alcoholic beverage business licensed in Alaska or any other state?

☐ Yes ☒ No If Yes, complete the following. Attach additional sheets if necessary.

Name	Name of Business	Type of License	Business Street Address	State

Is any individual, corporate officer, director, limited liability organization member, manager or partner named in this application been convicted of felony, a violation of AS 04, or been convicted as a licensee or manager of licensed premises in another state of the liquor laws of that state?

Yes ☒ No ☐ If Yes, attach written explanation

License use only

License Number

Date Approved

Director's Signature



Alcoholic Beverage Control Board
5848 E Tudor Rd
Anchorage, AK 99507
<http://www.dps.state.ak.us/abc/>

Liquor License Transfer

PAGE 2 OF 2
Corporation Information

(907) 269-0350
Fax: (907) 272-9412

This application is for:

- ☐ Seasonal - Two 6-month periods in each year of the biennial period beginning _____ and ending _____
☐ Full 2-year period _____ Mo/Day _____ Mo/Day

Type of Application: ☐ Transfer of Ownership ☒ Relocation ☐ Establishment Name

Corporations must be registered with the Alaska Department of Community and Economic Development. (DCED)

Name of Corporation: <i>CHARLIE JAMES AMERICAN LEGION #34</i>		Telephone Number: <i>361-4449</i>		Fax Number:	
Corporate Mailing Address: <i>916 INGLIS ST.</i>		City: <i>ANCHORAGE</i>		State: <i>ALASKA</i>	
				Zip Code: <i>99503</i>	
Name, mailing address & telephone number of registered agent: <i>MAYFIELD EVANS 4433 MT. VIEW DR ANCH. AK 99508</i>			Date of Incorporation or Certificate of Authority: <i>21204</i>		State of Incorporation: <i>ALASKA</i>
Is the corporation in compliance with the reporting requirements of Title 10 of the Alaska Statutes? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, attach written explanation.					
Corporate Officers (Must include President, Secretary and Treasurer, and Vice-President if applicable)					
Name	Title	✓ if Director	Home Address & Telephone Number	Date of Birth	Work Tel. #
<i>WILLIE BANKSTON</i>	<i>CMR</i>	<input checked="" type="checkbox"/>	<i>2601 BRITTANY DR, ANCH, AK 99504</i>	<i>21 NOV 1940</i>	<i>907338 3062</i>
<i>MAYFIELD EVANS</i>	<i>FIN. OFF.</i>	<input type="checkbox"/>	<i>7500 Sportsman Pt. Cir Anch AK 99504</i>	<i>7 NOV 1935</i>	<i>907333-9909</i>
<i>HENRY MCKNUCKLES</i>	<i>ADS</i>	<input type="checkbox"/>	<i>6941 HOWARD AVE, ANCH, AK 99504</i>	<i>18 AUG 1978</i>	<i>907333 2741</i>
<i>POSEY WILLIAMS</i>	<i>1st Vice</i>	<input type="checkbox"/>	<i>3826 WESTMINISTER DR ANCH AK 99508</i>	<i>25 JUL 1935</i>	<i>907337-3924</i>
Corporate Directors & Stockholders with a 10% or more interest. Attach additional sheets if necessary.					
Name	Home Address		Telephone #	Percentage (%) of shares	
<i>NONE</i>					
Note: On a separate sheet provide information on ownership of other organized entities that are shareholders of the licensee.					
Declaration					
<ul style="list-style-type: none">I declare under penalty of perjury that I have examined this application, including the accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct and complete, and this application is not in violation of any security interest or other contracted obligations.The undersigned certifies on behalf of the corporation, it is understood that a misrepresentation of fact is cause for rejection of this application or revocation of any license issued.I further certify that I have read and am familiar with Title 4 of the Alaska statutes and its regulations, and that in accordance with AS 04.11.450, no person other than the licensee(s) has any direct or indirect financial interest in the licensed business.I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.					
SIGNATURE OF CURRENT LICENSEE(S)			SIGNATURE OF TRANSFEREE(S)		
Signature <i>Mayfield Evans</i>			Signature <i>Mayfield Evans</i>		
Name & Title (Please Print) <i>FINANCIAL OFFICER, MAYFIELD EVANS</i>			Name & Title (Please Print) <i>FINANCIAL OFFICER MAYFIELD EVANS</i>		
Subscribed and sworn to before this <u>7</u> day of <u>July</u> , 20 <u>05</u> .			Subscribed and sworn to before this <u>7</u> day of <u>July</u> , 20 <u>05</u> .		
Notary public in and for the State of Alaska <i>[Signature]</i>			Notary public in and for the State of Alaska <i>[Signature]</i>		
My Commission expires: <u>5-13-07</u>			My Commission expires: <u>5-13-07</u>		

STATE OF ALASKA
ALCOHOLIC BEVERAGE CONTROL BOARD

AFFIDAVIT IN CONNECTION WITH POSTING LIQUOR LICENSE APPLICATION
Section 04.11.260, 04.11.310, & AAC 104.125 Alaska Statutes, Title 4

POSTING AFFIDAVIT

I, the undersigned, being first duly sworn on oath, depose and say that:

1. a. Posting of application for a new _____ liquor license
for _____
located at _____
(address and/or location)

OR

- b. Posting of application for transfer of a CLUB liquor license
currently issued to CHARLIE JAMES AMERICAN
LEGION POST #34 whose business name (d/b/a)
is AMERICAN LEGION POST 34 located at 916 INGRA
(address and/or location)

2. Has been completed by me for the following 10 FULL day period:

_____ to _____

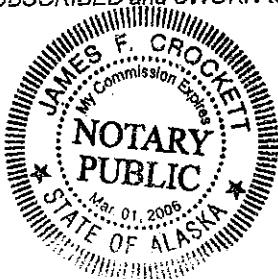
*** Prior to the filing of said application, a true copy of the application was posted at the following described locations: (name and address of location)

- a. Location of premises to be licensed 916 INGRA STREET
b. Other conspicuous location in the area EASTCHESTER POST OFFICE

3. I believe that with the approval of this application population would not at one time exceed in the aggregate of one license of the type requested for population as provided by law. AS 04.11.400 (check one)

- a. ☐ a radius of five (5) miles of the proposed location.
b. ☐ an incorporated city, organized borough or unified municipality.
c. ☐ does not apply (application filed under AS 04.11.400(d)(e)(g) or transfer of license holder or location within an incorporated city or unified municipality or organized borough).
d. ☐ established village.

SUBSCRIBED and SWORN to me this 21 day of July, 2005.



[Signature]
(signature)

Notary Public in and for Alaska
My commission expires: 03/01/06

STATE OF ALASKA
ALCOHOLIC BEVERAGE CONTROL BOARD

AFFIDAVIT IN CONNECTION WITH POSTING LIQUOR LICENSE APPLICATION
Section 04.11.260, 04.11.310, & AAC 104.125 Alaska Statutes, Title 4

POSTING AFFIDAVIT

I, the undersigned, being first duly sworn on oath, depose and say that:

1. a. Posting of application for a new _____ liquor license
for _____
located at _____
(address and/or location)

OR

- b. Posting of application for transfer of a CLUB liquor license
currently issued to CHAPPIE JAMES AMERICAN
LEGION Post #34 whose business name (d/b/a)
is AMERICAN Legion Post 34 located at 916 INGRA
(address and/or location)

2. Has been completed by me for the following 10 FULL day period:

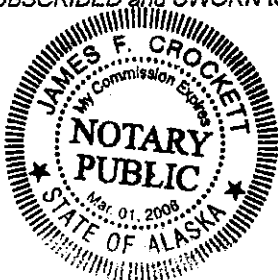
2 June 2005 to 13 June 2005

*** Prior to the filing of said application, a true copy of the application was posted at the following described locations: (name and address of location)

- a. Location of premises to be licensed 916 INGRA STREET
- b. Other conspicuous location in the area EASTCHESTER Post OFFICE
3. I believe that with the approval of this application population would not at one time exceed in the aggregate of one license of the type requested for population as provided by law. AS 04.11.400 (check one)
- a. ☐ a radius of five (5) miles of the proposed location.
- b. ☐ an incorporated city, organized borough or unified municipality.
- c. ☐ does not apply (application filed under AS 04.11.400(d)(e)(g) or transfer of license holder or location within an incorporated city or unified municipality or organized borough).
- d. ☐ established village.

[Signature]
(signature)

SUBSCRIBED and SWORN to me this 21 day of MAY, 2005.



[Signature]
Notary Public in and for Alaska
My commission expires: 03/01/06

STATE OF ALASKA
ALCOHOLIC BEVERAGE CONTROL BOARD

AFFIDAVIT IN CONNECTION WITH POSTING LIQUOR LICENSE APPLICATION
Section 04.11.260, 04.11.310, & AAC 104.125 Alaska Statutes, Title 4

POSTING AFFIDAVIT

I, the undersigned, being first duly sworn on oath, depose and say that:

1. a. Posting of application for a new _____ liquor license
for _____
located at _____
(address and/or location)

OR

- b. Posting of application for transfer of a CLUB liquor license
Chappie James
currently issued to AMERICAN Legion Post 34 whose business name (d/b/a)
is AMERICAN Legion Post 34 located at 916 INGRA
(address and/or location)

2. Has been completed by me for the following 5 FULL day period:

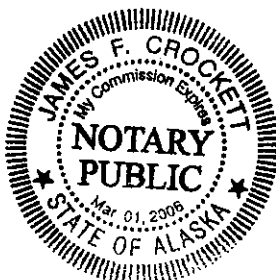
25 JUL 05 to 1 AUG 05

*** Prior to the filing of said application, a true copy of the application was posted at the following described locations: (name and address of location)

- a. Location of premises to be licensed 916 INGRA STREET
b. Other conspicuous location in the area EASTCHESTER POST OFFICE
3. I believe that with the approval of this application population would not at one time exceed in the aggregate of one license of the type requested for population as provided by law. AS 04.11.400 (check one)
a. ☐ a radius of five (5) miles of the proposed location.
b. ☐ an incorporated city, organized borough or unified municipality.
c. ☐ does not apply (application filed under AS 04.11.400(d)(e)(g) or transfer of license holder or location within an incorporated city or unified municipality or organized borough).
d. ☐ established village.

[Signature]
(signature)

SUBSCRIBED and SWORN to me this 9 day of August, 2005.



[Signature]
Notary Public in and for Alaska

My commission expires: 3/01/06

STATE OF ALASKA
ALCOHOLIC BEVERAGE CONTROL BOARD

AFFIDAVIT IN CONNECTION WITH POSTING LIQUOR LICENSE APPLICATION
Section 04.11.260, 04.11.310, & AAC 104.125 Alaska Statutes, Title 4

POSTING AFFIDAVIT

I, the undersigned, being first duly sworn on oath, depose and say that:

1. a. Posting of application for a new _____ liquor license
for _____
located at _____
(address and/or location)

OR

- b. Posting of application for transfer of a CLUB liquor license
currently issued to CHADIE JAMES AMERICAN
LEGION POST #34 whose business name (d/b/a)
is AMERICAN LEGION POST 34 located at 916 INGRA
(address and/or location)

2. Has been completed by me for the following 10 FULL day period:

29 June 2005 to 13 Jun 2005

*** Prior to the filing of said application, a true copy of the application was posted at the following described locations: (name and address of location)

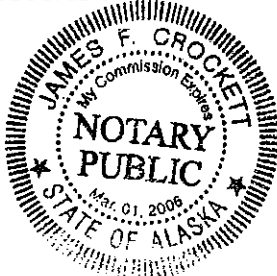
- a. Location of premises to be licensed 916 INGRA STREET
b. Other conspicuous location in the area EASTCHESTER POST OFFICE

3. I believe that with the approval of this application population would not at one time exceed in the aggregate of one license of the type requested for population as provided by law. AS 04.11.400 (check one)

- a. ☐ a radius of five (5) miles of the proposed location.
b. ☐ an incorporated city, organized borough or unified municipality.
c. ☐ does not apply (application filed under AS 04.11.400(d)(e)(g) or transfer of license holder or location within an incorporated city or unified municipality or organized borough).
d. ☐ established village.

[Signature]
(signature)

SUBSCRIBED and SWORN to me this 21 day of May, 2005.



[Signature]
Notary Public in and for Alaska
My commission expires: 03/01/06

State of Alaska
Department of Community and Economic Development
Division of Banking, Securities and Corporations

**CERTIFICATE
OF
INCORPORATION
Nonprofit Corporation**

The undersigned, as Commissioner of Community and Economic Development of the State of Alaska, hereby certifies that Articles of Incorporation of

AMERICAN LEGION, POST 34 DANIEL CHAPPIE JAMES CHAPTER

have been received in this office and have been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Community and Economic Development, and by virtue of the authority vested in me by law, hereby issues this Certificate of Incorporation and attaches hereto the original copy of the Articles of Incorporation.

IN TESTIMONY WHEREOF, I execute this certificate and
affix the Great Seal of the State of Alaska on
FEBRUARY 12, 2004

Edgar Blatchford

Edgar Blatchford
Commissioner

COMMERCIAL LEASE AGREEMENT

ARTICLE I PARTIES

This Tae Kyung Ham ("Lease"), dated, for reference purposes only, this 24th day of January, 2005, is made by and between Tae Kyung Ham, (hereinafter referred to as "Landlord"), and Chaple James Post # 34 (Hereinafter referred to as "Tenant").

ARTICLE II PREMISES

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, for the term, at the rental and Upon all the conditions set forth herein that certain space ("Premises") containing approximately square feet of floor area. The location of the Premises is the space identified as 1860 SFF. The Premises is located in the Anchorage Recording District, Third Judicial District, and State of Alaska.

ARTICLE III TERM

The Lease shall commence, on the May 2005, and shall terminate on the May 01, 2008. Unless sooner terminated pursuant to any provision hereof, Landlord and Tenant shall enter into an agreement, in record able form, specifying the aforesaid date of possession and the commencement date of the term hereof as soon as the same are determined. 1st Rent start at May 2005

ARTICLE IV DETERMINATION OF RENT

The Tenant agrees to pay the Landlord and the Landlord agrees to accept, during the term hereof, at such place as the Landlord shall from time to time direct by notice to the Tenant, rent at the following rates and times.

Section 1. Monthly Rent. Monthly rent for the term of the Lease shall be \$ 1800 -
e Thousand Eight Hundred Dollars. This said monthly rent shall be payable in advance, on the first (1st) day of each month. Rent for any period which is for less than one (1) month shall be a pro rata portion of the abatement, to Landlord or to whom Landlord may designate in writing. 2 / 5 year option.

Section 1. Option to Extend. The Tenant shall have the option of extending this Agreement for three (3) one year terms. Tenant shall pay to Landlord as minimum rent for the Premises, monthly installments as follows:

- A. During the first (1st) one year extension of the term of the lease (\$ per sq ft floor)
- B. During the second (2nd) one year extension of the term of the lease (\$ per sq ft floor)

(2)

c. ~~the third (3rd) one year extension of the term of the lease (\$ _____) for each month during~~
(\$ _____) per square foot floor area)

To hold the premises until occupation by the Tenant, the initial rent payment for the period of _____ through _____ and the security deposit, a total sum of _____ will be paid upon signing this lease.

Section 3. Security Deposit. Concurrent with Tenant's execution of this Lease, Tenant has deposited _____ as security for the with Landlord the sum of _____ full and faithful performance by the Tenant of all the terms, covenants and conditions of this lease to be kept and performed by the Tenant. If Tenant defaults with respect to any provision of this Lease, including but not limited to the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within ten (10) days after written demand therefore, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount, and Tenant's failure to do so shall be a default under this Lease. If tenant complies with and fulfills all provisions of this lease this security deposit or any balance thereof shall be returned to Tenant with thirty (30) days following expiration of the Lease term. In the event of termination of Landlord's interest in the lease, Landlord shall transfer said deposit to Landlord's successor in interest. In the event of a bona fide sale of the property of which the leased premises are a part, the Landlord shall have the right to transfer the security to the purchaser to be held under the terms of this lease, and the Landlord shall be released from all liability for the return of such security to the Tenant.

Section 4. Late Charge. If any payment is not paid by the due date, there shall be added as additional rent an amount equal to five percent (5%) of the delinquent payment for the month or portion thereof after the date it was due provided, however, if such sum and late charges are not paid in full on or before the Fifth (5th) day of the month, such sum shall commence to bear interest at the rate of twelve percent (12%) per annum until paid in full.

Section 5. Escalation Clause. The monthly rental rate stated herein includes Real Estate taxes and insurance on the leased premises based on current costs. If Real Estate taxes or insurance rates increase during the term of this lease, the tenant agrees to pay additional rent for the taxes or insurance which will be pro-rated to the tenant on a square foot bases. Additional rents, if any, shall become effective August 1 of each year starting in 2004 and shall be in effect for the next 12 months.

ARTICLE V UTILITIES

Tenant shall pay for all water, sewer, lights, heat, telephone and janitorial, and other services incident to Tenant's use of the Leased Premises, whether or not the cost thereof be a charge or imposition against the Leased Premises. Landlord agrees to provide refuse.

ARTICLE VI USE

The Premises shall be used and occupied for the sole purpose of _____ and related products or services and shall be used for no other purpose without the prior written consent of Landlord. No act shall be done in or about the Premises that is unlawful or that will increase the rate of insurance on the Building. Tenant will not commit or allow to be committed any unlawful act or waste upon the Premises or any public, private, or mixed nuisance or other act or thing which disturbs the quiet enjoyment of any other tenants in the Building. Tenant shall comply with all laws relating to its use of the Premises and shall observe such reasonable rules and regulations as may be adopted and published by Landlord for the safety, care and cleanliness of not only the Premises but also the Building and for the preservation of good order therein. Tenant shall comply at tenant's own expense with all laws and regulations of any municipality, state, federal or other public authority respecting the use of said premises.

ARTICLE VII
MAINTENANCE, REPAIRS AND ALTERATIONS

Section 1. Landlord's Obligations. Except for damage caused by negligence or intentional act or omission of Tenant or Tenant's agents, employees or invitees, Landlord, at Landlord's expense shall keep in good order, condition and repair the heating furnace, foundations, and structural portions of the exterior walls and exterior roof of the Building. Landlord shall have no obligation to make repairs under this Section until a reasonable time after the receipt of written notice of the need for such repairs.

Section 2. Tenant's Obligations. Subject to the provisions of Section 1, Tenant, at Tenant's expense, shall keep in good order, condition and repair the Premises and every part thereof, including but not limited to plumbing, hot water heater, electrical apparatus, lighting, doors, window frames, hardware, glass, floors and non-structural ceilings and walls. Tenant shall, at the expiration or termination of this Lease, surrender and deliver up the Premises to Landlord in as good condition as when received by Tenant from Landlord or as thereafter improved, reasonable use, wear and tear excepted. Tenant shall repair any damage to the Premises or the Building occasioned by its use thereof or by the removal of Tenants trade fixtures, furnishings and equipment, which shall include the patching and filling of holes and repair of structural damage.

Tenant shall at all times, during the term of this lease, have and maintain liability insurance which insures against any acts or omissions committed within the leased premises.

Section 3. Alterations and Additions. Tenant shall not, without Landlord's prior written consent, make any alterations, additions or improvements in the Premises. As a condition to giving such consent, Landlord may require that Tenant remove any such alterations, improvements, additions or utility installations at the expiration of the term and restore the Premises to their prior condition. Tenant shall obtain all certificates, permits, licenses and other authorizations of governmental bodies or authorities which are necessary to permit the construction of the improvements on the premises and shall keep the same in full force and effect at Tenant's cost. Tenant shall negotiate, let and supervise all contracts for the furnishing of services, labor, and materials for the construction of the improvements on the premises at its cost. All such contracts shall require the contracting party to guarantee performance and all workmanship and materials installed by it for a period of one year following the date of completion of construction. Tenant shall cause all contracts to be fully and completely performed in a good and workmanlike manner, all to the effect that the improvements shall be fully and completely constructed and installed in accordance with good engineering and construction practice. During the course of construction, Tenant shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance in a sum equal, from time to time, to three times the amount expended for construction of the improvements. All risk of loss or damage to the improvements during the course of construction shall be on Tenant with the proceeds from insurance thereon payable to Landlord. Upon completion of construction, Tenant shall, at its cost, obtain an occupancy permit and all other permits or licenses necessary for the occupancy of the improvements and the operation of the same as set out herein and shall keep the same in force. Nothing herein shall alter the intent of the parties that Tenant shall be fully and completely responsible for all aspects pertaining to the construction of the improvements of the premises and for the payment of all costs associated therewith. Landlord shall be under no duty to investigate or verify Tenant's compliance with the provision herein. Moreover, neither Tenant nor any third party may construe the permission granted Tenant hereunder to create any responsibility on the part of the Landlord to pay for any improvements, alterations or repairs occasioned by the Tenant. All work on the Premises shall be alterations, improvements or additions which may be made on the Premises shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the term. Tenant's machinery, equipment and trade fixtures other than those which are affixed to the Premises so that they cannot be removed without material damage to the Premises shall remain the property of the Tenant and may be removed by Tenant, subject to the provisions of Section 2.

Section 4. Ice, Snow, and Debris. Landlord will maintain parking lot and provide snow removal from parking lot. Snow removal will be conducted at a time when the parking lot is free of cars. The snow will be

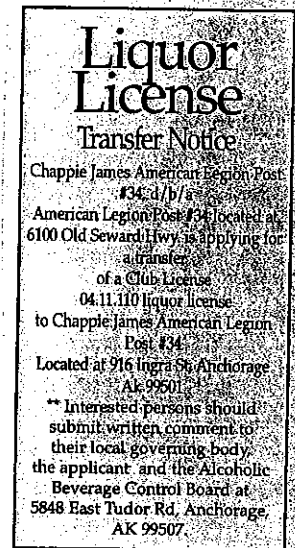
ANCHORAGE PUBLISHING, INC.

Mail: P.O. Box 241841, Anchorage, Alaska 99524-1841

Office: 540 E. Fifth Avenue, Anchorage, Alaska 99501

Phone: (907) 561-7737 Fax: (907) 561-7777

ANCHORAGE PRESS AFFIDAVIT OF PUBLICATION



I, Delana Cuilla, advertising representative for Anchorage Publishing, Inc., certify that The Liquor License Transfer Notice for Chappie James American Legion Post #34, d/b/a American Legion Post #34 located at 6100 Old Seward Hwy. Anchorage, AK. is applying for a transfer of a Club License 04.11.110 liquor license to Chappie James American Legion Post #34 located at 916 Ingra St., Anchorage, AK. 99501 was published in August 4th, 2005 issue of the Anchorage Press Newspaper.

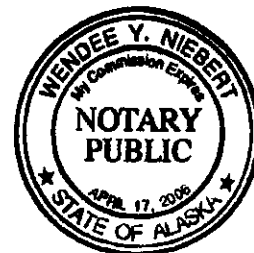
Delana Cuilla

Subscribed and sworn to me in the Municipality of Anchorage, in the state of Alaska,

on this 8th day of August, 2005.

Notary Public Signature

Notary Public Seal:



April 17, 2006
Commission Expires

ANCHORAGE PUBLISHING, INC.

Mail: P.O. Box 241841, Anchorage, Alaska 99524-1841

Office: 540 E. Fifth Avenue, Anchorage, Alaska 99501

Phone: (907) 561-7737 Fax: (907) 561-7777

ANCHORAGE PRESS

AFFIDAVIT OF PUBLICATION

Liquor License

Transfer Notice

Chappie James American Legion Post #34, d/b/a

American Legion Post #34 located at 6100 Old Seward Hwy. is applying for a transfer of a Club License

04.11.100 liquor license to Chappie James American Legion Post #34 Located at 916 Ingra St. Anchorage Ak 99501

** Interested persons should submit written comment to their local governing body, the applicant and the Alcoholic Beverage Control Board at 5848 East Tudor Rd, Anchorage, AK 99507.

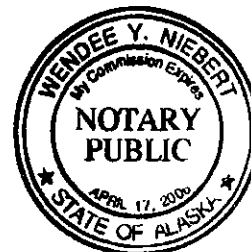
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Delana Cuilla
Delana Cuilla

Subscribed and sworn to me in the Municipality of Anchorage, in the state of Alaska,
on this 22nd day of June, 2005.

Wendee Y. Niebert
Notary Public Signature

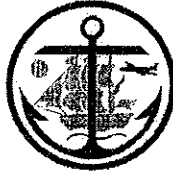
Notary Public Seal:



April 17, 2006
Commission Expires

5

**POSTING
AFFIDAVIT**



AFFIDAVIT OF POSTING

CASE NUMBER: 2005-146

I, CHARLES H REARD hereby certify that I have posted a **Notice of Public Hearing** as prescribed by Anchorage Municipal Code 21.15.005 on the property that I have petitioned for NEW ALCOHOL DEV CU. The notice was posted on _____ 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 10th day of OCTOBER, 2005.

Charles H Reard
Signature

LEGAL DESCRIPTION

Tract or Lot 1A

Block 5B

Subdivision BEAVERS (THIRD ADDITION)

6

HISTORICAL INFORMATION

Alcohol Extract from List Report

Case Number: 2005-146

Description: 1000 feet alcohol

Parcel Business Name	Parcel Owner Name Applicant Name	Parcel Owner Address Business Address	City Lic. Number	State Lic. Zone	Zip Lic. Type
00212207000 Alaskan Samovar Inn, The	HONG & LEES INC Hong & Lees Inc.	720 GAMBELL STREET 720 Gambell St.	ANCHORAGE 598	AK B3	99501 Beverage Dispensary
00213213000 Spirits of Alaska #1	T & M ENTERPRISES INC T&M Enterprises, Inc.	1139 GAMBELL STREET 1149 Gambell St.	ANCHORAGE 3556	AK B3	99501 Package Store
00213214000 Barry's Baranof Lounge	TANNER BARRY FLOYD Barrys Baranof Lounge, Inc.	1166 GAMBELL STREET 1166 Gambell St.	ANCHORAGE 93	AK B3	99501 Beverage Dispensary

2005 146 alcohol 1000 ft

Tue Oct 11, 11:57:42, 2005

Map: Parcels--Basic Layers



Scale 1:12000

Legend:

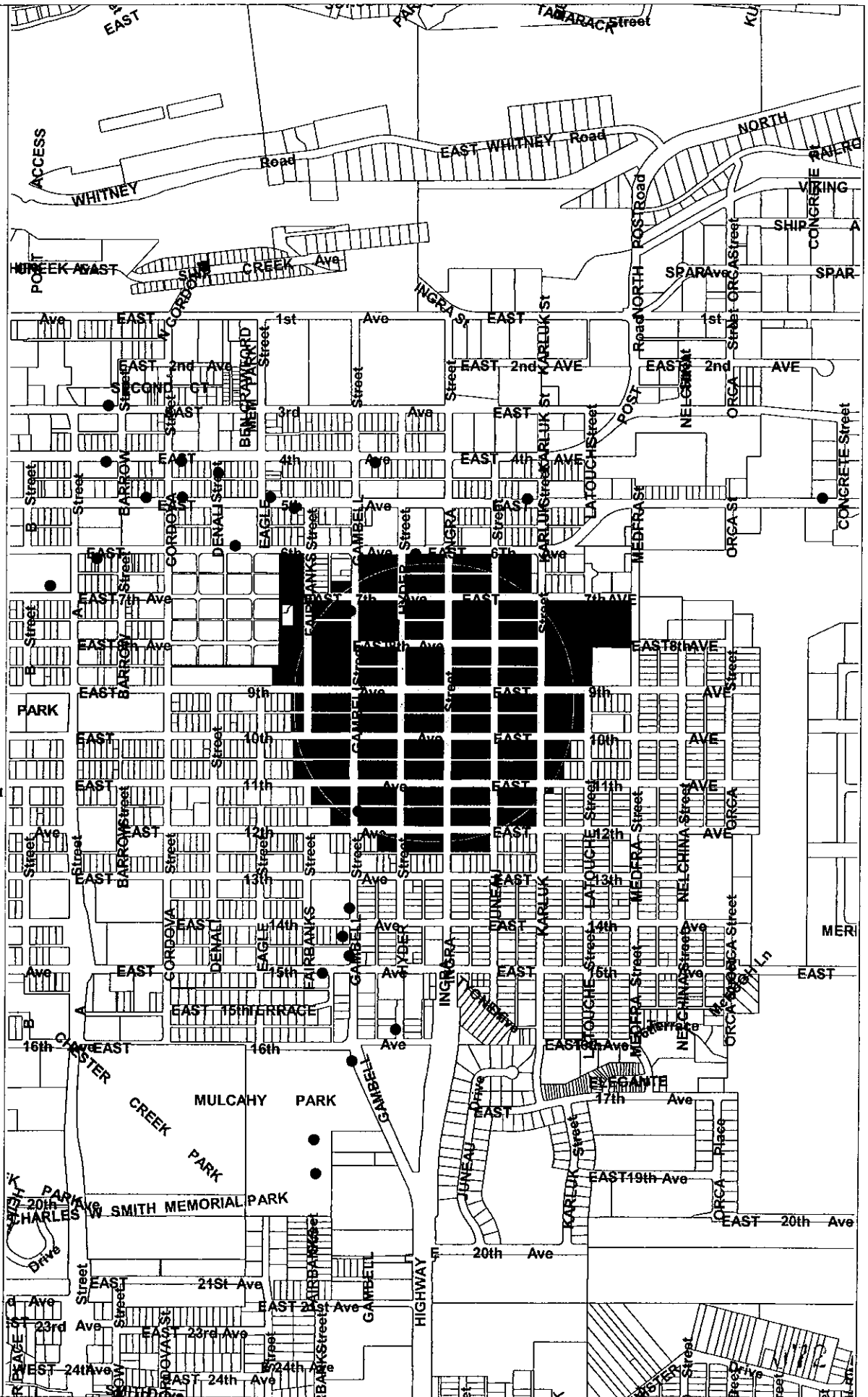
Txt



STRNAME_BI_L

ALCOHOL

PARCELS



CityView™

Municipal Software Corporation

PARCEL INFORMATION**APPRAISAL INFORMATION**

Legal BEVERS (THIRD ADDN)
BLK 5B LT 1A

Parcel 002-134-54-000
Owner HAM TAE K



Descr RETAIL - MULTI OCC
Site Addr 916 INGRA ST

1230 SAINT GOTTHARD AVE
ANCHORAGE AK 99508 0000

RELATED CAMA PARCELS

Related Parcel(s)	XRef Type	Leased Parcels

Cross Reference (XRef) Type Legend
Econ. Link Replat Uncouple
E = Old to New R = Old to New U = Old to New
I = New to Old F = New to Old Q = New to Old
Renumbe Combine Lease
N = New to Old C = Old to New L = GIS to Lease
X = Old to New P = New to Old M = Lease to GIS

Get "Type" explanation
Bring up this form focused
on the related parcel

REZONE

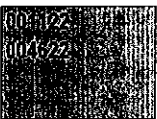
Case Number 2005-146 # of Parcels 1 Hearing Date 10/11/2005
Case Type Assembly conditional use for a private club serving alcoholic beverages
Legal An Alcoholic Beverage Conditional Use for a Private Club License for the American Legion Post #34. Bevers Subdivision (Third Addition) Block 5B, Lot 1A. Located at 916 Ingra Street.

PLAT

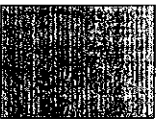
Case Number
Action Type
Legal
Grid
Proposed Lots 0
Action Date
Existing Lots

PERMITS

Permit Number 04 5169
Project
Work Desc Fire rehab/demo dry wall only for Philip to do code compliance inspection
Use B BUSINESS

BZAP

Action No. S5791
Action Date 10/23/1981
Resolution
Status APR
Type PN
Ruling Approved
Plat Notes

**ALCOHOL
LICENSE**

Business Address
License Type
Status
Applicants Name
Conditions

PARCEL INFORMATION

OWNER

HAM TAE K

1230 SAINT GOTTHARD AVE

ANCHORAGE AK 99506 0000

Deed 2005 0008517

CHANGES: Deed Date Feb 10, 2005

Name Date Mar 02, 2005

Address Date Jun 14, 2005

PARCEL

Parcel ID 002-134-54-000

Status

Renumber ID 000-000-00-00000

Site Addr 916 INGRA ST

Comm Concl FAIRVIEW

Comments

#

01

TAX INFO

2005 Tax

6,739.17 Balance 0.00

District 001

LEGAL

BEVERS (THIRD ADDN)

BLK 5B LT 1A

Unit SQFT 21,004

Plat 810244

Zone B3 Grid SW1331

HISTORY

	Year	Building	Land	Total
Assmt Final	2003	216,000	169,100	385,100
Assmt Final	2004	216,900	175,100	392,000
Assmt Final	2005	220,500	193,200	413,700
Exemptions				0
State Credit				0
Tax Final				413,700

PROPERTY INFO

#	Type	Land Use
01	COMMERCIAL	RETAIL - MULTI OCC

SALES DATA

Mon	Year	Price	Source	Type
04	2003	375,000	BUYER	LAND & BLDG

LAND & COMMON PARCEL INFORMATION**APPRAISAL INFORMATION**

Legal BEVERS (THIRD ADDN)
BLK 5B LT 1A

Parcel 002-134-54-000

01 of 01

Owner HAM TAE K

Site Addr 916 INGRA ST

1230 SAINT GOTTHARD AVE
ANCHORAGE AK 99508

LAND INFORMATION

Land Use RETAIL - MULTI OCC
Class COMMERCIAL
Living Units 000
Community Council 011 FAIRVIEW
Entry: Year/Quality 01 1980 0
06 2004 EXTERIOR
Access Quality GOOD
Access Type
Leasehold (Y=Leasehold)
Drainage GOOD
Front Traffic HIGH
Street PAVED CURB & GUTTER
Topography EVEN LEVEL
Utilities PUBLIC WATER PUBLIC SEWER
Wellsite N
Wet Land

CONDOMINIUM INFORMATION

Common Area 0
Undivided Interest 0.00

RESIDENTIAL INVENTORY

APPRAISAL INFORMATION

Legal BEVERS (THIRD ADDN)
 Site Addr 916 INGRA ST
 Property Info # Descr RETAIL - MULTI OCC

Parcel 002-134-54-000

01 of 01

Owner HAM TAE K

01

RESIDENTIAL STRUCTURE INFORMATION

Style
 Exterior Walls
 Year Built
 Remodeled
 Effective Year Built
 Heat Type
 Heat System
 Fuel Heat Type
 Extra Value
 Grade
 Cost&Design Factor
 Condition

Story Height
 Total Rooms
 Bed Rooms
 Recreation Rooms
 Full Baths
 Half Baths
 Additional Fixtures
 Fireplace Stacks
 Openings
 Free Standing
 E-Z Set Fireplace

AREA

1st Floor
 2nd Floor
 3rd Floor
 Half Floor
 Attic Area
 Recroom Area
 Basement
 Finished Basement
 Basement Garage
 Total Living Area

CONDOMINIUM INFO

Condo Style
 Condo Level

ADDITIONS

Basement

1st Floor

2nd Floor

3rd Floor

Area

OTHER BUILDINGS & YARD IMPROVEMENTS

Type

Qty

Yr Built

Size

Grade

Condition

COMMERCIAL INVENTORY

APPRAISAL INFORMATION

Legal BEVERS (THIRD ADDN)
BLK 5B LT 1A

Parcel 002-134-54-000

01 of 01

#

01

Owner HAM TAE K

Site Addr 916 INGRA ST

Prop Info # RETAIL - MULTI OCC

1230 SAINT GOTTHARD AVE

ANCHORAGE

AK

99508

BUILDING INFORMATION

Structure Type RETAIL MULTI-OCC'Y

Building SQFT 6,780

Year Built 1981

Grade C

Effective Year Built 1981

Property Information # 01

Building Number 01

Identical Units 01

Number of Units 000

INTERIOR DATA

Floor	Level	Partitions	Heat System	Air Conditioner	Plumbing	Physical Condition	Functional
01	01	NORMAL	HOT AIR	NONE	ADEQUATE	FAIR	FAIR

EXTERIOR DATA

Floor	Level	Size	Perim	Use Type	Hgt	Wall Type	Const Type
01	01	6,780	346	RETAIL	16	CONC. BLOCK	FIRE RESISTANT

BUILDING OTHER FEATURES - ATTACHED IMPROVEMENTS

Type	Qty	Size1	Size2

OTHER BUILDINGS AND YARD IMPROVEMENTS

Type	Size/Amt	Units	Yr/Built	Condition	Funct/Utility
PAVING ASPHALT PK	11,700	01	1981	NORMAL	NORMAL

BUILDING PERMIT INFORMATION**APPRAISAL INFORMATION**

Legal BEVERS (THIRD ADDN)
BLK 5B LT 1A

Parcel 002-134-54-000

01 of 01

#

01

Owner HAM TAE K

Prop Info # RETAIL - MULTI OCC
Site Addr 916 INGRA ST

1230 SAINT GOTTHARD AVE
ANCHORAGE AK 99508

BUILDING PERMITS

Permit # 04 5169

04 5178

04 5611

Class Type C

Class Use B BUSINESS

Date Mar 10, 2004

Address 916 INGRA ST

Cond Occ/Occ 00000000 | 20040311

Certification

Contract Type GENERAL CONTRACTOR

Name PAINT BY MAGIC TOUCH

E-mail magictouch@pci.net//Cell (907) 301-0551

Phone (907) 222-7650

Fax (907) 279-3126

Address 5306 ARCTIC BLVD

City/State/Zip ANCHORAGE AK 99518-

Project

Sewer / Water PUBLIC | PUBLIC

Work Type DEMO

Work Fire rehab/demo dry wall only for Philip to do code

Description compliance inspectio n

CASES

2005-146

Case Number 2005-146

of Parcels 1

Hearing Date Tuesday, October 11, 2005

PERMIT COMMENT

OWNER HISTORY

APPRAISAL INFORMATION

Legal BEVERS (THIRD ADDN)
BLK 5B LT 1A

Parcel 002-134-54-000

01 of 01

01

#

Property Info # Descr RETAIL - MULTI OCC

Site Address 916 INGRA ST

Current 02/10/05

HAM TAE K

1230 SAINT GOTTHARD AVE
ANCHORAGE

AK 99508 0000

3rd

1002 0000 00/00/00
HIDDELSTON GEORGE S SR

20833 GRADE ST SE
CENTRALIA

WA 98531

Prev

2003 0049 05/22/03
CHUNG KEUM W & KYUNG

2211 REVERE CIRCLE
ANCHORAGE

AK 99515

4th

1002 0000 00/00/00
HIDDELSTON GEORGE S SR
203 EAST 4TH AVE
SUITE 220

OLYMPIA

WA 98501

2nd

2074 0000 09/12/90
KIM YOUNG SUN

3401 HALYARDS CIRCLE
ANCHORAGE

AK 99516

5th

1002 0000 00/00/00
HIDDELSTON GEORGE S SR
ATTN SUSAN

417 2ND AVE WEST
SEATTLE

WA 98119

ON-SITE WATER \ WASTE WATER

APPRAISAL INFORMATION

Legal BEVERS (THIRD ADDN)
BLK 5B LT 1A

Parcel 002-134-54-000

01 of 01

Owner HAM TAE K

01

Site Addr 916 INGRA ST
Land Use RETAIL - MULTI OCC

1230 SAINT GOTTHARD AVE
ANCHORAGE AK 99508

ON-SITE PERMITS

Permit id

Permit Number
Date Issued
Permit Bedrooms
Permit Type ID
Private Well Request
Privy Request
Receipt #
Septic Tank Request
Status ID
Total Bedrooms

AS BUILT

AS Built Permit
Date Completed
Date Inspected
Well Permit Type
Well Depth
Well H2O Level
Well Yield
Well Distance to Septic
Well Distance to Absorp
Well Distance to Hold
Tank Type
Bedroom Count

SPECIAL ASSESSMENTS

APPRAISAL INFORMATION

Legal BEVERS (THIRD ADDN)
BLK 5B LT 1A

Parcel 002-134-54-000

01 of 01

Owner HAM TAE K

Site Addr 916 INGRA ST

Prop Info # RETAIL - MULTI OCC

1230 SAINT GOTTHARD AVE
ANCHORAGE

AK 99508

ASSESSMENT

Assessment 01
03
06

Description SEWER LATERAL

Assessment Area 21,004

Original Assessment 0.00

Original Principal 0.00

Annual Payment 0.00

YTD Payment 0.00

Delinquent Payment 0.00

Unbilled Payment 0.00

RESOLUTION

Resolution

C20565
C20565
C77W75

PLAT

810244

Status HISTORY

Total Area 21,004

LAST PAYMENT INFORMATION

Date Monday, October 03, 1994

Principal 0.00

Payment 0.00

Delinquent Interest 0.00

Penalty 0.00

Bond Interest 0.00

Cost 0.00

Content Information**Content ID :** 003513**Type:** AR_AllOther - All Other Resolutions

ALCOHOLIC BEVERAGES CONDITIONAL USE IN THE B-3

Title: DISTRICT FOR A PRIVATE CLUB USE PER AMC 21.40.180 D.8
FOR CHAPPIE JAMES AMERICAN LEGION POST #34.**Author:** weaverjt**Initiating Dept:** Planning

ALCOHOLIC BEVERAGES CONDITIONAL USE IN THE B-3

Description: DISTRICT FOR A PRIVATE CLUB USE PER AMC 21.40.180 D.8
FOR CHAPPIE JAMES AMERICAN LEGION POST #34.**Date Prepared:** 11/23/05 11:57 AM**Director Name:** Tom Nelson**Assembly Meeting**
Date MM/DD/YY: 12/13/05**Public Hearing**
Date MM/DD/YY: 12/13/05**Workflow History**

Workflow Name	Action Date	Action	User	Security Group	Content ID
AllOtherARWorkflow	11/23/05 12:09 PM	Checkin	weaverjt	Public	003513
Planning_SubWorkflow	11/23/05 5:17 PM	Approve	nelsontp	Public	003513
ECD_SubWorkflow	11/28/05 10:55 AM	Approve	thomasm	Public	003513
MuniManager_SubWorkflow	12/1/05 5:33 PM	Approve	leblancdc	Public	003513
MuniMgrCoord_SubWorkflow	12/2/05 10:36 AM	Approve	abbottmk	Public	003513

M.O.A.
2005 DEC -2 PM 1:31
CLERKS OFFICE