

Submitted by:

Chair of the Assembly at
the Request of the Mayor
Planning Department
March 28, 2006

Prepared by:
For reading

CLERK'S OFFICE

APPROVED

Date: 4-11-06

Anchorage, Alaska
AR 2006-68

A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY APPROVING AN ALCOHOLIC BEVERAGES CONDITIONAL USE IN THE I-1 DISTRICT FOR A NEW RESTAURANT OR EATING PLACE USE PER AMC 21.40.200 B.1.K. FOR ALASKA WILD BERRY PRODUCTS INC.; LOCATED ON CAMPBELL CREEK COMMERCIAL PARK SUBDIVISION, LOT E-1D; SITE ADDRESS BEING 5225 JUNEAU STREET, GENERALLY LOCATED ON THE SOUTHEAST CORNER OF JUNEAU STREET AND INTERNATIONAL AIRPORT ROAD.

(Taku-Campbell Community Council) (Planning Case 2006-026)

THE ANCHORAGE ASSEMBLY RESOLVES:

Section 1. The conditional use permit for an Alcoholic Beverages Conditional Use in the I-1 District for a new Restaurant/Eating Place use per AMC 21.40.200 B.1.k. for Alaska Wild Berry Products Inc.; located on Campbell Creek Commercial Park Subdivision, Lot E-1D; site address being 5225 Juneau Street, 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 I-1 District for a new Restaurant/Eating Place per AMC 21.40.200 B.1.k. 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 the final conditional use approval for a restaurant/eating place use in the I-1 District.
2. All uses shall conform to the plans and narrative submitted with this conditional use application, including the building plans except as modified by this approval.
3. This conditional use approval is for an Alcoholic Beverages Conditional Use in the I-1 District for a Restaurant/Eating Place Use per AMC 21.40.200 B.1.k. for an approximate 850 square-foot beer garden located on Campbell Creek Commercial Park Subdivision, Lot E-1D. The plans indicate 45 non-fixed seats.
4. On-premise sale of alcohol beverages are from 10:00 AM to 10:00 PM, Sunday through Saturday, May 1 through September 30th. Liquor sales represent 10 percent compared to 90 percent food sales.

5. Upon demand, the applicant shall demonstrate compliance with a "Liquor Server Awareness Training Program," approved by the State of Alaska Alcoholic Beverage Control Board, such as or similar to, the program for Techniques in Alcohol Management (T.A.M.).
6. The use of the property by any person for the permitted purposes shall comply with all current and future Federal, State and local laws and regulations, including but not limited to, laws and regulations pertaining to the sale, dispensing, service and consumption of alcoholic beverages and the storage, preparation, sale, service and consumption of food. The owner of the property, the licensee under the Alcoholic Beverage Control license and their officers, agents and employees, shall not knowingly permit or negligently fail to prevent the occurrence of illegal activity on the property.
7. A copy of the conditions imposed by the Assembly in connection with this conditional use approval shall be maintained on the premise 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 11th
day of April 2006.

ATTEST:

Anna J. Fairclough
Chair

Samuel S. Gruenke
Municipal Clerk



MUNICIPALITY OF ANCHORAGE
ASSEMBLY MEMORANDUM

No. AM 182-2006

Meeting Date: March 28, 2006

From: Mayor

Subject: ALCOHOLIC BEVERAGES CONDITIONAL USE IN THE I-1
DISTRICT FOR A RESTAURANT/EATING PLACE USE PER AMC
21.40.200 B.1.K. FOR ALASKA WILD BERRY PRODUCTS INC.

1 Tim Gravel has made application for a restaurant/eating place Alcoholic Beverages
2 Conditional Use in the I-1 District for Alaska Wild Berry Products Inc., located on
3 Campbell Creek Commercial Park Subdivision, Lot E-1D, per AMC 21.40.200 B.1.k.
4

5 The proposal is to add a beer garden to compliment the planned theatre for Alaska Wild
6 Berry Products. The site is at 5225 Juneau Street, located on the southeast corner of
7 Juneau Street and International Airport Road. There are two beverage dispensary
8 licenses within 1,000 feet of the proposed restaurant. Approving this conditional use
9 for a restaurant/eating place would add the first restaurant conditional use in this area.
10

11 The beer garden occupies a space of 850 square feet. Adjacent to the beer garden will
12 be snack, ice cream and coffee shop area. The beer garden provides 45 non-fixed seats.
13 The beer garden will be open May through September, seven days a week, Sunday
14 through Saturday 10:00 AM to 10:00 PM, with alcoholic beverages available from
15 11:00 AM to 10:00 PM. However, the beer garden may choose to operate seven days a
16 week with hours of operation as permitted by law. The petitioner estimates that 10
17 percent of the total sales will be from alcohol. All servers having direct contact with
18 alcohol will be trained in a program similar to the "Techniques in Alcohol
19 Management" (T.A.M.) program.
20

21 There are no churches or schools within 200 feet of the restaurant.
22

23 The Anchorage Police Department reported no liquor related or other incidents
24 occurring at this address within the last two years. Treasury found no outstanding taxes
25 adhering to this application. The Department of Health and Human Services provided
26 no comments at the time this review was prepared.
27

1 | This conditional use for a restaurant/eating place license in the I-1 District generally
2 | meets the applicable provisions of AMC Titles 10 and 21.

3 |
4 |
5 | Prepared by: Jerry T. Weaver Jr., Zoning Administrator, Planning Department

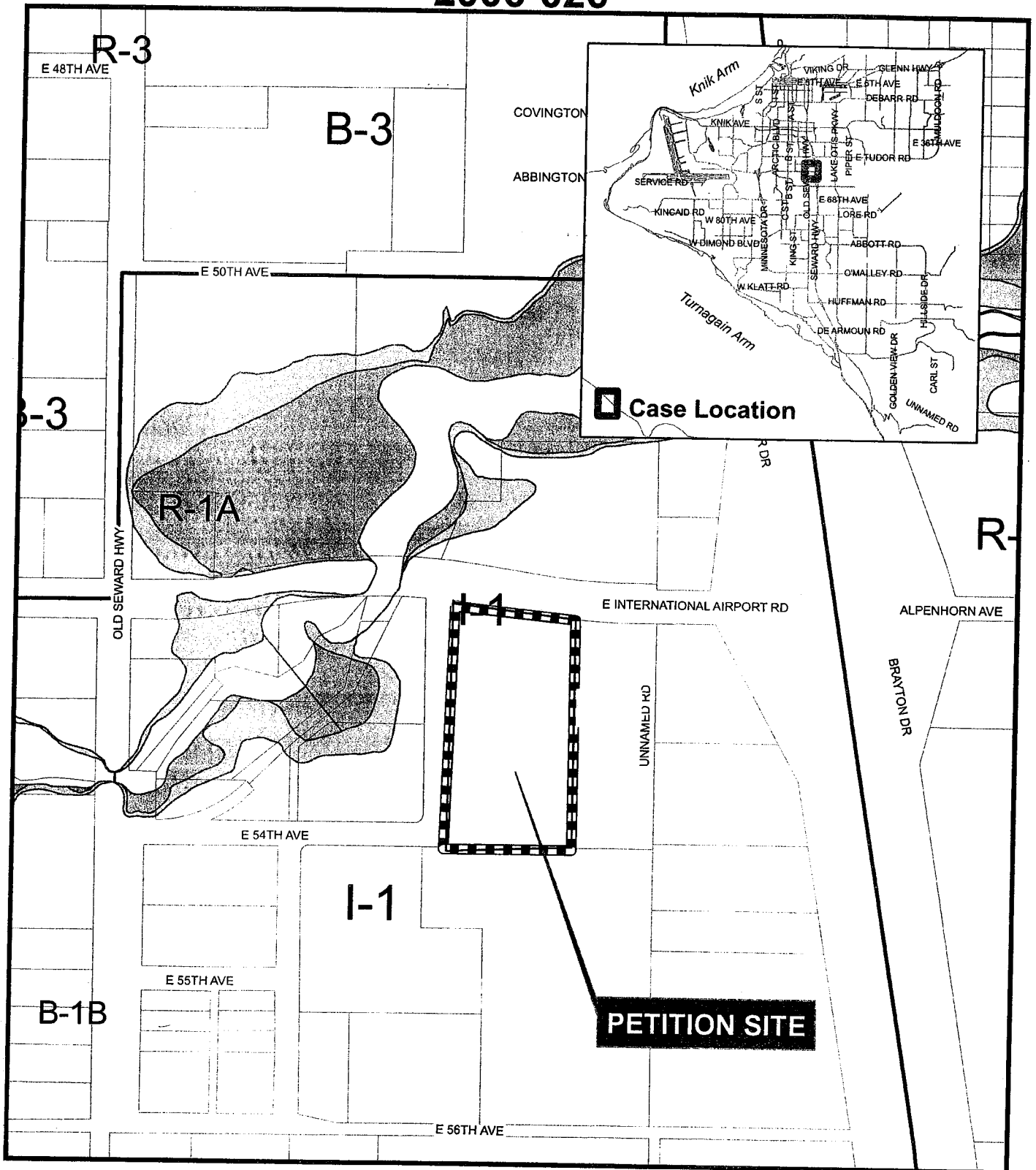
6 | Concur: Tom Nelson, Director, Planning Department

7 | Concur: Mary Jane Michael, Executive Director, Office of Economic &
8 | Community Development

9 | Concur: Denis C. LeBlanc, Municipal Manager

10 | Respectfully submitted: Mark Begich, Mayor

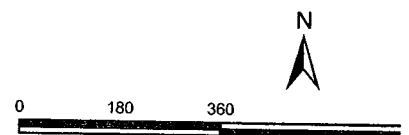
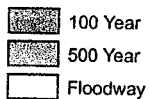
CONDITIONAL USE-ALCOHOL 2006-026



Municipality of Anchorage
Planning Department

Date: January 19, 2006

Flood Limits



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

DATE: March 28, 2006

CASE NO.: 2006-026

APPLICANT: Alaska Wild Berry Products, Inc.

REPRESENTATIVE: Peter G. Eden

REQUEST: A Conditional Use for an Alcoholic Beverages
Conditional Use in the I-1 (Light Industrial) District for
a Restaurant/Eating Place Use per AMC 21.40.200
B.1.k. for a new license for Alaska Wild Berry Products.

LOCATION: Campbell Creek Commercial Park Subdivision, Lot E-
1D

STREET ADDRESS: 5225 Juneau Street

**COMMUNITY
COUNCIL:** Taku-Campbell

TAX PARCEL: 009-252-27/ Grid SW 1932

ATTACHMENTS

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

RECOMMENDATION SUMMARY:

This conditional use generally meets the required standards of AMC Title 10 and Title 21, and Alaska Statute 04.11.100.

SITE:

Acres: 4.97 acres
Vegetation: Enhanced commercial landscaping
Zoning: I-1 (Light Industrial)
Topography: Relatively level
Existing Use: Manufacturing/Processing and Retail

Soils: Public Sewer & Water

COMPREHENSIVE PLAN

Classification: Undesignated in *Anchorage 2020 Anchorage Bowl Comprehensive Plan*
Commercial/Industrial in the *1982 Anchorage Bowl Comprehensive Plan*
Density: N/A

SURROUNDING AREA

	NORTH	EAST	SOUTH	WEST
Zoning:	I-1	I-1	I-1	I-1
Land Use:	Auto Sales/Park/ Vacant	Auto Services/ Commercial/ Warehouse	Manufacturing/ Processing/ Retail/ Warehouse	Restaurants/ Park

SITE DESCRIPTION AND PROPOSAL:

The petition site is developed with a manufacturing/processing facility known as Alaska Wild Berry Products. They also have a retail component for sales of their food products and other related retail items. The site is zoned I-1 (Light Industrial), and has been approved through Building Safety regarding parking, landscaping, etc. for the existing structure.

This is a conditional use for a new restaurant/eating place use/license for a new restaurant addition to the building, in accordance with 21.40. 200B1.k. The intent of Alaska Wild Berry Products is to add a theatre and a beer and wine garden to the site. The Alaska Wild Berry Products Film & Theatre will feature a film of Alaska with a duration of approximately 30 minutes. The theatre will operate year-round. During the off-season for tourism, the theatre will host a variety of functions including business conventions, weddings, corporate and private gatherings, and other such events that the petitioner deems appropriate. As a compliment to the theatre, they will implement a beer and wine garden to be operated only during the months of May through September of each year. The hours of operation for the beer and wine garden are 10 AM to 10 PM, Sunday through Saturday.

The beer and wine garden will be located in an 850 square foot outdoor area. The garden will have 45 non-fixed seats. There appears to be sufficient parking for the addition and will be further evaluated with the building permit. Access to the site is from Juneau Street.

Daily operating hours are from 10:00 AM to 10:00 PM, Sunday through Saturday, May 1 through September 30th. The sale of alcoholic beverages represent 10% compared to 90% food sales. Entertainment will not be provided. The use is an added use to compliment the theatre. All managers and servers will be trained in accordance with the Alcoholic Beverage Control Board's Liquor Server Awareness Training Program. Non-alcoholic beverages will be available, notices of penalties for driving intoxicated will be posted, and patrons will have access and assistance to public transportation. There is no entertainment defined as "indecent material" or "adult entertainment," no happy hours, games or contests that include consumption of alcoholic beverages, and no solicitation or encouragement of alcoholic beverage consumption. Sales to persons who are inebriated or underage are prohibited. The application states that it is the policy of Alaska Wild Berry Products of not permitting anyone under the influence or disorderly inside of the building. If for any reason a person becomes disorderly, he/she will be asked to leave. It further states that if anyone outside the building observed doing anything unlawful, law enforcement will be called.

PUBLIC COMMENTS:

One hundred twenty-nine (129) public hearing notices (PHNs) were mailed. At the time this report was written, two PHN's were returned, both against granting the conditional use. No written comment has been received from the Taku-Campbell Community Council.

FINDINGS

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

The site is located on the southeast corner of Juneau Street and International Airport Road. Development will require new buildings on the site, which is in keeping with a commercial policy that encourages efficient reuse or infilling of commercial land. The site is not located in a designated policy area identified on the *Anchorage 2020 Anchorage Bowl Comprehensive Plan Land Use Policy Map*. The site is classified as commercial/industrial in the *1982 Anchorage Bowl Comprehensive Plan*, and the existing use is in compliance with this category. Several goals of the Anchorage 2020 Plan do address related issues such as recreational and economic opportunities.

Anchorage 2020 contains a generalized community vision which was compiled using community survey results along with feedback from Community Councils. Out of this vision came the community interest in developing "a thriving, sustainable, broad-based economy supported by an

efficient urban infrastructure (p. 37). Additionally, one of the Plans'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).

The application states that the petition area is developing a significant density increase, which is within the intent of the Plan. The addition of the theatre and beer garden will help attain the plan's goal.

The application states that Alaska Wild Berry Products and the adjacent Peanut Farm and Sourdough Mining Company have formed what is unofficially called "Grizzly Junction" at this are. The location is advertised as a tourist destination. The addition of the restaurant/eating place license conforms with and promotes the general purpose and intent of the destination: primarily a family and adult tourist location, restaurant and drinking establishments. The application further states that *Anchorage 2020* calls for a mix of supporting retail uses, such as restaurants, banks, shopping and office space. Alaska Wild Berry Products will help create a viable business center at this location by providing a unique Alaskan shopping e calls for a mix of supporting retail uses, such as restaurants, banks, shopping and office space. Alaska Wild Berry Products will help create a viable business center at this location by providing a unique Alaskan shopping experience.

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

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

- Use: The I-1 District zoning regulations allow alcoholic beverage sales through the conditional use permit process: AMC 21.40.200 B.1.k., Restaurants, cafes and other places serving food and beverages. Uses involving the sale (retail), dispensing or service of alcoholic beverages may be permitted by conditional use only.
- Parking: AMC 21.45.080 K. states that one parking space is required for every three seats, and if fixed seating is not provided, this ratio shall be based on maximum capacity under the provisions of the Uniform Building Code (note that the International Building Code has since been adopted). The parking plan needs to be reviewed and approved by Traffic Engineering.

- Refuse containers located within or on the same pavement as the parking area shall be screened by a wall, fence or landscaping (AMC 21.45.080.W.4.f). Location and detail shows the refuse containers within an enclosed structure.
- Loading facilities/offstreet will be required (AMC 21.45.090). It is unclear from the submittals if additional loading area, other than what currently exists for the manufacturing/retail uses. This will be resolved through the permitting process.
- Landscaping: Land Use Enforcement noted in their comments that the landscaping as required by the plat of record (2000-144 and required by AMC 21.40.200 M.2.) along International Airport Road, along with required visual enhancement landscaping (AMC 21.40.200 M) is not shown on the site plan. The landscaping shall be maintained by the property owner or his designee (AMC 21.40.160.Q). These requirements will need to be shown to be met.

It appears that all requirements have been met for the petition site, with the exception of verifying required landscaping. Through the building permitting process, these requirements will again be reviewed for parking, loading, landscaping and refuse screening.

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.

See discussion under item A above for conformance to the comprehensive plan. The subject property is within an established tourism-oriented location. In and around this location, there are numerous office buildings, hotels, commercial businesses and other non-residential uses. Because of its location it is readily available to the traveling public, both local residents as well as out of state visitors.

The beer garden will be located south of the existing manufacturing/retail building. The general area is developed with auto sales and a park to the north, auto service, commercial and warehousing to the east, manufacturing/processing, retail and warehousing to the south, and restaurants and a park to the west. There appear to be no churches and/or schools within 200 feet of the subject site.

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 2 beverage dispensary licenses within 1,000-feet of the proposed restaurant. Approving this conditional use for a restaurant/eating place use and license would add the first such use and license in this area.

Name	Address	License Number	Type of License
The New Peanut Farm	5227 Old Seward Highway	842	Beverage Dispensary
Sourdough Mining Company	5200 Juneau Street	2496	Beverage Dispensary

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.

The Anchorage Trails Plan shows a planned multi-use paved trail along Chester Creek, which runs through the properties to the west of the petition site, and a planned water trail on Chester Creek. 2004 aerial imagery shows a sidewalk located on the east side of A Street adjacent to the petition site.

Transit had no comment on this request. There are no public sidewalks leading to the petition site, and there is no public transit available adjacent to the petition site. The site plan shows a significant amount pedestrian paths leading from the parking area to the planned new structures and uses. The application states that many visitors arrive by bus. This area and location does not tend to attract pedestrian visitors.

MOA Traffic had no comment on this request. The building permit process will address vehicular and pedestrian traffic circulation and safety.

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 site. Road infrastructure and public transit is already in place. The petition site is within ARDSA, Police and Fire service areas. The Police and Fire Department had no comments on this request.

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

This standard is met.

As a land use, a restaurant/eating place conditional use and license will not cause or contribute to any environmental pollution. The public parking lot is paved, which control air 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 restaurant/eating place 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 page 6 for other alcohol licenses within 1,000 feet of this application.

The approval of a conditional use for a restaurant with a beverage dispensary license will not adversely impact the immediate area or surrounding uses. There are no schools or churches within 200-feet of the petition site. Within 1000-feet, there are two beverage dispensary licenses, each located at the two nearby restaurants.

- 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 and 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 not applicable.

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

Because the proposed beer garden has yet to be opened for business, there are no alcohol related violations to the subject property. The Anchorage Police Department reported no other previous incidents to the subject property within the two prior years.

- 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

This standard is met.

There are no delinquent Personal Property Taxes, Real Property Taxes or Downtown Improvement Special Tax Assessments owing at this time according to the Treasury Division.

- 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.**

At the time this report was prepared there were no comments received from the Department of Health and Human Services.

- 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 restaurant/eating place use and license in the I-1 District per AMC 21.40.200 B.1.k. appears to meet or can meet the required standards of AMC Title 10 and Title 21 through the building permit process, and State Statute 04.11.100.

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

1. A notice of Zoning Action shall be filed with the State District Recorder's Office within 120 days of the Assembly's approval of the final conditional use approval for a restaurant/eating place use in the I-1 District.
2. All uses shall conform to the plans and narrative submitted with this conditional use application, including the building plans except as modified by this approval.
3. This conditional use approval is for an Alcoholic Beverages Conditional Use in the I-1 District for a Restaurant/Eating Place Use per AMC 21.40.200 B.1.k. for approximately 850 SF beer garden located on Campbell Creek Commercial Park Subdivision, Lot E-1D. Plans indicate 45 non-fixed seats.
4. On-premise sale of alcohol beverages are from 10:00 AM to 10:00 PM, Sunday through Saturday, May 1 through September 30 of every year. Liquor sales represent 10% compared to 90% food sales.
5. Upon demand, the applicant shall demonstrate compliance with a liquor "Server Awareness Training Program" approved by the State of Alaska Alcoholic Beverage Control Board, such as or similar to the program for Techniques in Alcohol Management (T.A.M.).
6. The use of the property by any person for the permitted purposes shall comply with all current and future federal, state and local laws and regulations, including but not limited to, laws and regulations pertaining to the sale, dispensing, service and consumption of alcoholic beverages and the storage, preparation, sale, service and consumption of food. The owner of the property, the licensee under the Alcoholic Beverage Control license and their officers, agents and employees shall not knowingly permit or negligently fail to prevent the occurrence of illegal activity on the property.

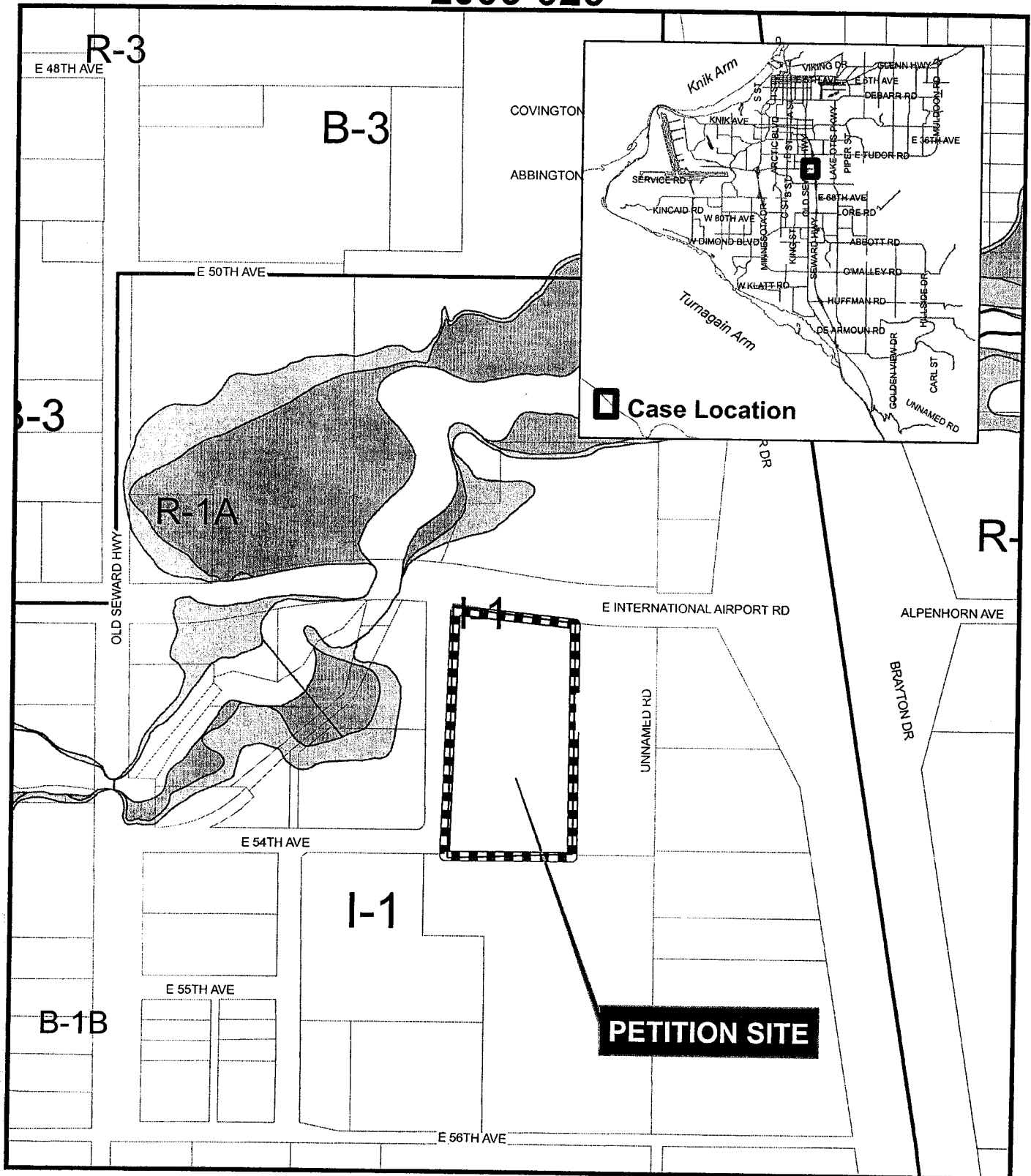
7. A copy of the conditions imposed by the Assembly in connection with this conditional use approval shall be maintained on the premise at a location visible to the public.

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**HISTORICAL MAPS
AND
AS-BUILTS**

CONDITIONAL USE-ALCOHOL




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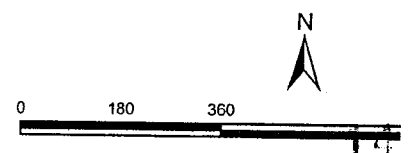


Municipality of Anchorage
Planning Department

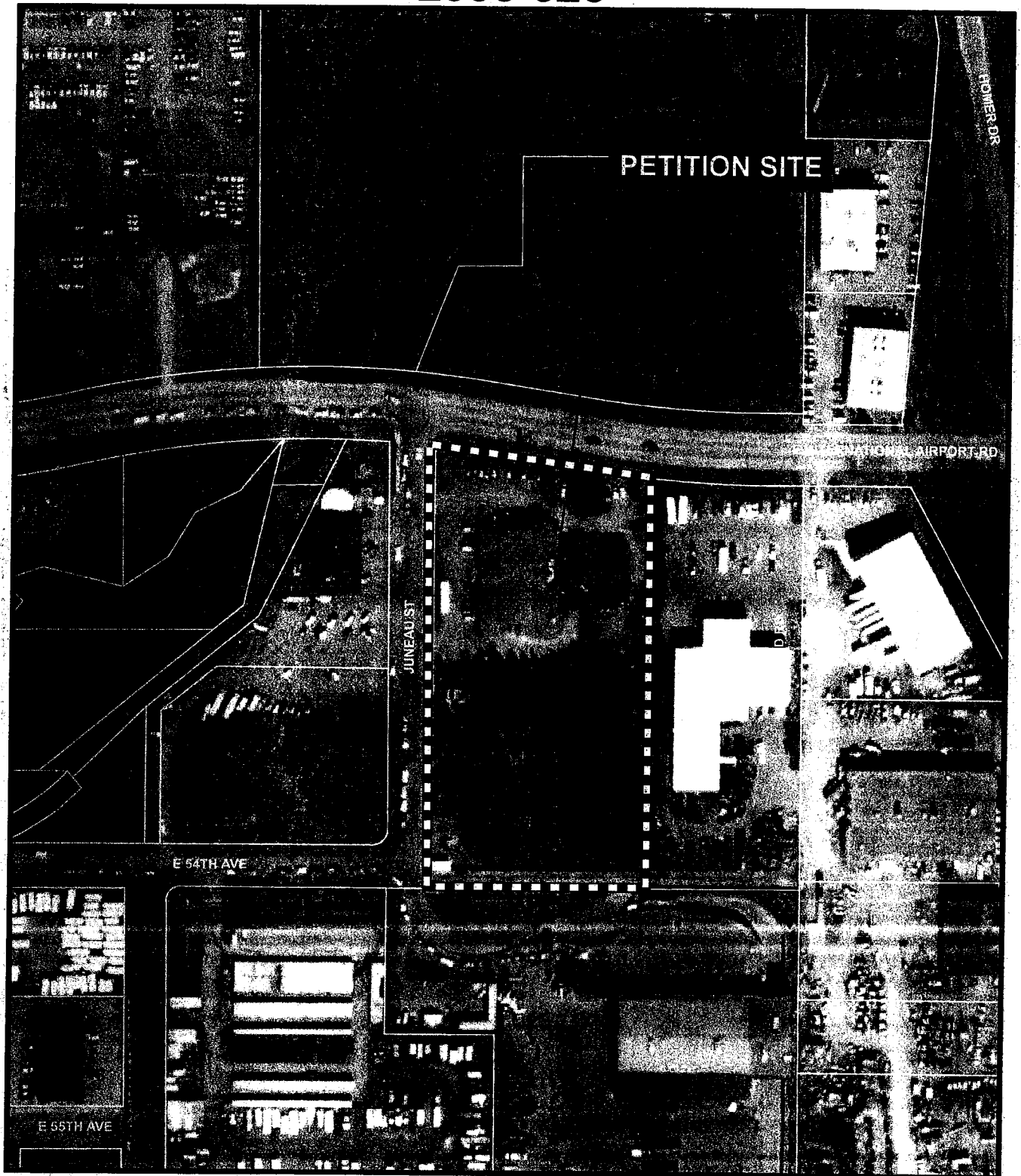
Date: January 19, 2006

Flood Limits

-  100 Year
-  500 Year
-  Floodway

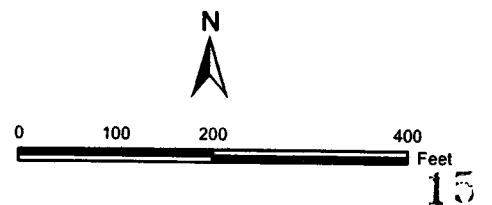


2006-026



Municipality of Anchorage
Planning Department

Date: January 18, 2006

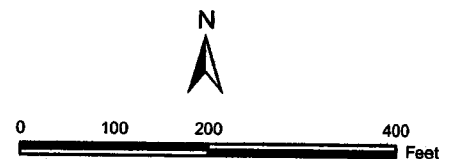


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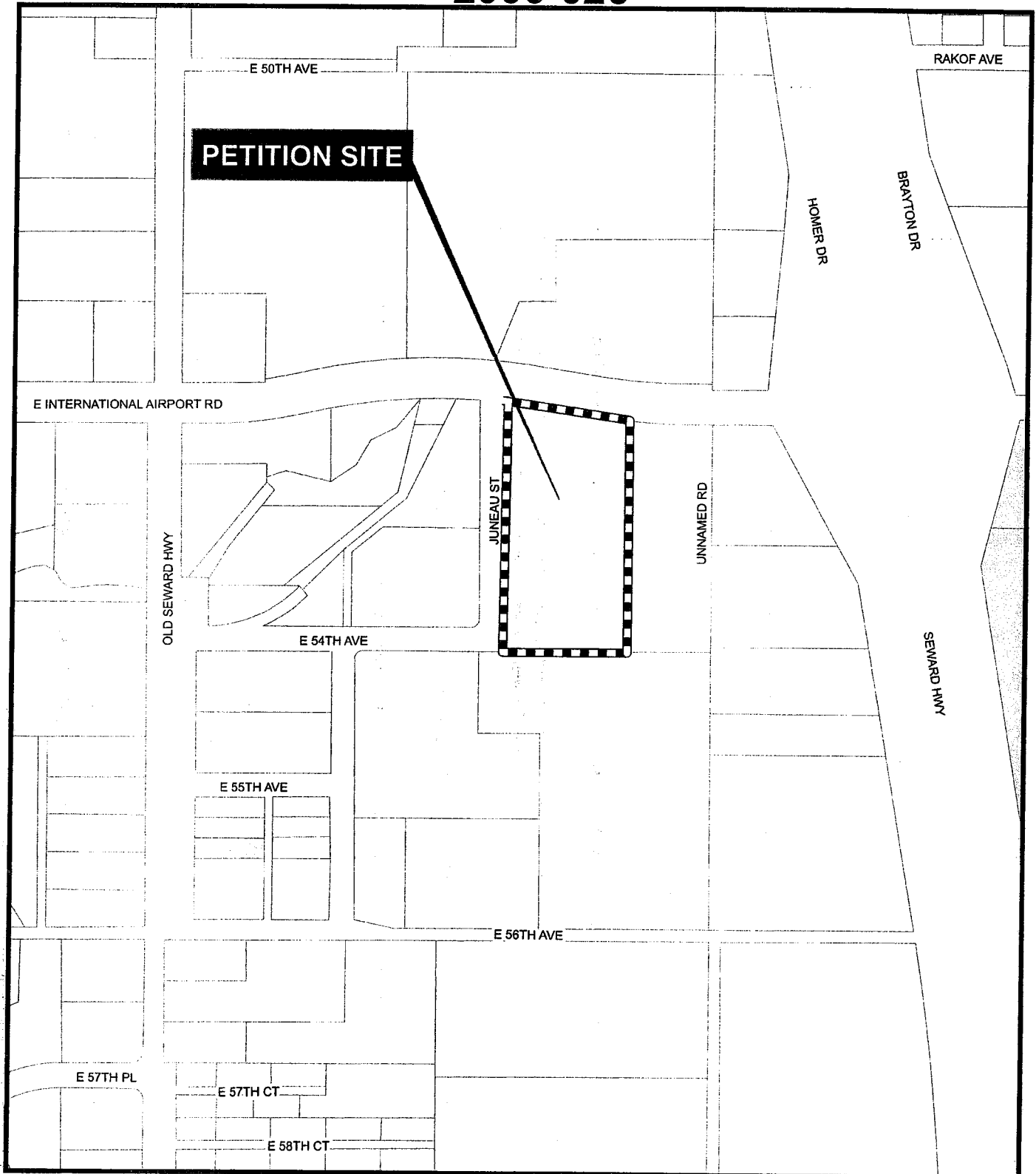
Municipality of Anchorage
Planning Department

Date: January 18, 2006






CONDITIONAL USE-ALCOHOL

2006-026



Municipality of Anchorage
Planning Department

Date: January 19, 2006

-  Single Family
-  Multi-Family
-  Mobile Home Park

0 3570 140
Feet



3

DEPARTMENTAL

COMMENTS

**Municipality of Anchorage
MEMORANDUM**

RECEIVED

MAR 01 2006

Municipality of Anchorage
Zoning Division

DATE: March 1, 2006
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 March 28, 2006

Case #: 2006-026
Type: Conditional Use (Alcohol)
Subdivision: Campbell Creek Commercial Park, Lot E-1D
Grid: SW 1932
Tax ID #: 009-252-27
Zoning: I-1

Platting: 2000-144, filed December 27, 2000.

Lot area and width: AMC 21.40.200.F: "Minimum lot requirements are as follows:

1. Area: 6,000 square feet;
2. Width: 50 feet."

The lot meets the minimum area and width requirements.

Minimum lot dimensions: The lot meets the width, depth, and width-to-depth ratio requirements of AMC 21.80.300.

Width of driveways: The site plan meets the requirements of AMC 21.80.330.D: "The total width of driveway entrances to a lot from a street shall not exceed two-fifths of the frontage of that lot on that street"

OS&HP setbacks: International Airport Road is a class I residential collector. AMC 21.45.140 requires a 40 foot from centerline development setback in addition to the zoning district setback. The plat shows 50 feet from centerline dedication.

Yard requirements: AMC 21.40.200.G: "Minimum yard requirements are as follows:

1. Front yard: Ten feet.

2. Side and rear yard: None If a side or rear yard is provided elsewhere, it shall be not less than five feet in width.”

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 21.40.200.H: “Maximum lot coverage by all buildings is unrestricted.”

Separation between buildings: AMC 21.45.030.B requires ten feet of separation between principal and detached accessory buildings.

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. CASE 2002-01760 for an 8’ fence in front yard, was closed.

Use determination: Property tax records indicate a 21,678 square foot manufacturing/processing building built in 1994, a 884 square foot multi-use sales area built in 2002, a 7,658 square foot multi-use storage area built in 2003 and a 4,540 square foot theater built in 2005.

Building height: AMC 21.40.200.I: “Maximum height of structures is unrestricted”

The property is not within any established Airport Height Zone.

Off-street parking: AMC 21.45.080.F: “Auditoriums, churches, synagogues, dancehalls, exhibition halls, skating rinks, theaters and other places of public assembly.

1. One parking space is required for every four seats in the principal auditorium or assembly room.

2. Parking space requirements for auditoriums and assembly rooms without fixed seating shall be based on the ratio set out in subsection 1 of this subsection computed on the maximum capacity under the provisions of the Uniform Building Code.”

AMC 21.45.080.K: “Restaurant, bars, lounges and nightclubs. One parking is required space 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.”

AMC 21.45.080.M: "Other retail establishments. One parking space is required for every 300 square feet of gross building area."

AMC 21.45.080.P: "Industrial and manufacturing establishments. One parking space is required for every 400 square feet of gross building area, or one parking space for every employee for that work shift having the greatest number of employees, whichever results in the larger number of parking spaces."

AMC 21.45.080.X.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."

AMC 21.45.080.X.8 requires accessible parking for "commercial, industrial, public and institutional uses."

Submit parking calculations to Land Use Enforcement to verify compliance with AMC 21.45.080.

Off-street loading: AMC 21.45.090.B: "The following numbers and types of berths shall be provided for the specified uses ...

Use	Aggregate Gross Floor Area (square feet)	Berths Required	Type
1. ... manufacturing or wholesale establishments ...	12,000 - 36,000 36,000 - 60,000	1 2	A A
4. ... retail establishments, restaurants ... and commercial establishments not otherwise specified"	7,000 - 24,000 24,000 - 50,000	1 2	B B

Submit loading calculations to Land Use Enforcement to verify compliance with AMC 21.45.090.

Landscaping requirements: AMC 21.40.200.M: "Landscaping ...

2. Visual enhancement landscaping. Visual enhancement landscaping shall be planted along each lot line adjoining a right-of-way designated for collector or greater capacity on the official streets and highways plan.

3. Maintenance. All landscaping shall be maintained by the property owner or his designee."

AMC 21.45.080.X.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.

The site plan does not show visual enhancement landscaping along International Airport Road as required by AMC 21.40.200.M.2 and note 2 on the plat of record (2000-144.) 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 requirements for visual enhancement landscaping.

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

Access: Access is shown to Juneau Street, which complies with the requirements of AMC 21.45.040.

Stream protection setbacks: The property does not adjoin any stream protected by AMC 21.45.210.

Wetlands: Map 44 shows the property as uplands.

Seismic hazard: The property is not within an area of high ground failure susceptibility.

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

1. Submit an as-built survey to Land Use Enforcement to verify compliance with yard setbacks.
2. Submit parking calculations to Land Use Enforcement to verify compliance with AMC 21.45.080.
3. Submit loading calculations to Land Use Enforcement to verify compliance with AMC 21.45.090.
4. The site plan does not show visual enhancement landscaping along International Airport Road as required by AMC 21.40.200.M.2 and note 2 on the plat of record (2000-144.) 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 requirements for visual enhancement landscaping.

(Reviewer: Don Dolenc)



MUNICIPALITY OF ANCHORAGE

Development Services Department

Right of Way Division



MEMORANDUM

DATE: February 23, 2006
TO: Planning Department, Zoning and Platting Division
THRU: Jack L. Frost, Jr., Right of Way Supervisor *[Signature]*
FROM: Lynn McGee, Senior Plan Reviewer *[Signature]*
SUBJ: Request for Comments on Assembly case(s) for the Meeting of March 28 2006.

RECEIVED

FEB 23 2006

MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

Right of Way Division has reviewed the following case(s) due February 28, 2006.

06-025 Anchorage Townsite, Block 110, Lot 7, grid 1331
(Conditional Use, Alcohol Service)
Resolve the parking requirements with ADOT and the MOA Traffic Departments.
Review time 15 minutes.

06-026 Campbell Creek Commercial Park, Tract E-1D, grid 1932
(Conditional Use, Alcohol Service)
Correct the plat of record on the application to the one forming the current lot boundaries (2000-144?). Also supply a current as-built of the lot with all improvements to evaluate land use and rights of way conformities.
Review time 15 minutes.

06-031 Van's, Block 1, Lots 9 & 10, Block 3, Lots 9 & 10, grid 2232
(Conditional Use, Alcohol Service)
Right of Way Division has no comments at this time.
Review time 15 minutes.

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

FEB 11 2006

Municipality of Anchorage
Zoning Division

February 15, 2006

RE: Zoning Case Review

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

Dear Mr. Weaver:

In reviewing these conditional use/site review/zoning applications, the Alaska Department of Transportation and Public Facilities has no comment:

- 2006-025, Original Block 110, Lot 7, Caldou Corporation
- 2006-026, Campbell Creek Commercial Park, Lot E-1D, Alaska Wild Berry Products
- 2006-031, Van's Subdivision, Lots 9&10, Block 1 and Lots 9&10, Block 3, Henry's of Anchorage
- 2006-035, University Lake Subdivision, Tract A, Alaska Pacific University
- 2006-041, Gregory Subdivision, Tract 5, Bill Taylor
- 2006-042, Alyeska Subdivision, Lot 1A, Block 2, Susan McCready

Comments:

- 2005-032, Bob West Subdivision, Tract A, JCLDS

A driveway permit from ADOT&PF is currently being reviewed within the Alaska Department of Transportation and Public Facilities. The site plan is acceptable once the driveway permit has been issued.

- 2006-034, Bonibrook Subdivision, Tract A1, Anchorage School District

Use as an administrative headquarters is acceptable as long as access is not changed. Planning will be necessary for any changes to the vehicle circulation.

"Providing for the movement of people and goods and the delivery of state services."



MUNICIPALITY OF ANCHORAGE
Traffic Department



MEMORANDUM

RECEIVED

FEB 21 2006

Municipality of Anchorage
Zoning Division

DATE: January 26, 2006
TO: Jerry T. Weaver, Platting Supervisor, Planning Department
THRU: Leland R. Coop, Associate Traffic Engineer
FROM: Mada Angell, Assistant Traffic Engineer
SUBJECT: Comments, March 28, 2006, Assembly public hearing

06-025 AOT; Conditional Use to permit a beverage dispensary; Grid 1331

Traffic has no comment.

06-026 Campbell Creek Commercial Park; Conditional Use to permit a restaurant serving alcohol; Grid

Traffic has no comment.

2006-026

**POLICE DEPARTMENT CHECK LIST
FOR INVESTIGATION OF LICENSED LIQUOR ESTABLISHMENTS**

RECEIVED

FEB 06 2006

1. Criminal History in Local Police Files? YES NO / UNK
{Circle which applies}

Municipality of Anchorage
Liquor Section

2. Incidents occurring within two years prior to the date of the liquor license application.

Type of Incident	Number of Incidents
None	

OLD BUSINESS NAME

Alaska Wildberry Products, Inc.

OLD LOCATION

5225 Juneau St

BUSINESS NAME

Peter G. Eden

LOCATION

None

NAME OF APPLICANT (S)

CURRENT LICENSEE (S)

☐ Name Change

☒ Restaurant/Eating Place

☒ New

☐ Relocation

☐ Transfer of Ownership

☐ Corporate Stock Transfer Only

☐ Transfer of Location

THIS INFORMATION IS PROVIDED FOR EVALUATION BY THE ASSEMBLY IN CONSIDERATION OF APPLICATIONS FOR LICENSING.

³¹
01.27.06
DATE

[Signature]


For Chief of Police

LT G. Gilliam

RECEIVED

FEB 01 2006

Municipality of Anchorage
Treasury Division
Memorandum

Date: January 31, 2006
To: Rich Cartier, Planning Dept.
From: Daisy VanNortwick, Revenue Officer 
Subject: Liquor License Conditional Use Comments

Liquor License Conditional Use Application Case # 2006-026 for Alaska Wild Berry Products
Located at 5225 Juneau Street.

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

Fire Department site plan review.

RECEIVED

JAN 27 2006

Municipality of Anchorage
Zoning Division

S11285-2 No Objection

S11447-1 No Objection

S11451-1 1) Future development shall include AFD approved fire department apparatus access road per IFC section 503 and conforming to the requirements of appendix D

S11452-1 1) One- or 2 family residential developments where the number of units exceeds 30 shall be provided with separate and approved fire apparatus access roads, and shall meet the requirements of section D104.3. Exceptions: A) Where there are 30 or fewer dwelling units on a single public or private access way and all dwelling units are protected by an approved residential sprinkler systems, access from 2 direction shall not be required. B) The number of dwelling units on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the fire code official.

S11454-1 No Objection

S11455-1 No Objection

S11456-1 1) Dwelling units with fire flow calculation area greater than 3600 square feet shall have fire flow as required in table B105.1. 2) Lots 4B and 4C shall have approved fire apparatus turnarounds.

2006-025 No Objection

2006-026 No Objection

2006-027 1) Obtain building permit and fire plan review.

2006-028 No Objection

2006-029 No Objection

2006-030 No Comment

Stewart, Gloria I.

RECEIVED

From: Staff, Alton R.
Sent: Wednesday, January 25, 2006 8:48 AM
To: Pierce, Eileen A; Stewart, Gloria I.
Cc: Taylor, Gary A.
Subject: Zoning and Plat Case Reviews

JAN 25 2006
MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

The S11288-2 People Mover has an existing bus stop adjacent to proposed lot 2A on the Old Seward Highway. If pedestrian facilities are constructed along 42nd Avenue, the connection to the bus stop should be considered.

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

S11202-2
S11446-1
S11447-1
S11449-1

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

2006-025

2006-026

Thank you for the opportunity to review.

Alton Staff, Operations Supervisor
Public Transportation Department
People Mover
907-343-8230
Right Fax 907-249-7492



Municipality of Anchorage
Office of Planning, Development, & Public Works
Project Management & Engineering Department



PZC Case Comments for Assembly Hearing

DATE: 1/23/2006

TO: Eileen Pierce, P&Z

FROM: Anastasia Taylor, PM&E

SUBJECT: Comments for hearing date: **3/28/06**

RECEIVED

JAN 23 2006

**MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION**

Case No. 2006-025 Conditional Use Permit "Calypso"

Project management and engineering has no adverse comment for this case.

Case No. 2006-026 Condition Use Permit "Alaska Wild Berry"

Project management and engineering has no adverse comment for this case.

RECEIVED

JAN 24 2006

MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION



FLOOD HAZARD REVIEW SHEET for PLATS

Date: 01-24-06

Case: 2006-026

Flood Hazard Zone: C

Map Number: 0241

☐ 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

is regular meeting of Tuesday, March 28, 2006. The meeting begins at 5:00 p.m. in the Assembly Hall of the Z. J. Loussac Library, 3600 Denali Street. The petition is for the following:

CASE: 2006-026
PETITIONER: Alaska Wild Berry Products, Inc.
REQUEST: Assembly conditional use for a restaurant serving alcohol
TOTAL AREA: 3,980 acres
SITE ADDRESS: 5225 JUNEAU ST
CURRENT ZONE: I-1 Light industrial district
COM COUNCIL(S): 1--Taku Campbell 2--Midtown 3--Campbell Park
LEGAL/DETAILS: An alcoholic beverage conditional use for a restaurant serving alcohol, Alaska Wild Berry Products. Campbell Creek Commercial Park, Lot E-1D. Located at 5225 Juneau Street.

The Zoning Ordinance requires that you be sent notice because your property is within the vicinity of the petition area. This will be the only public hearing and you are invited to attend and present testimony, if you so desire.

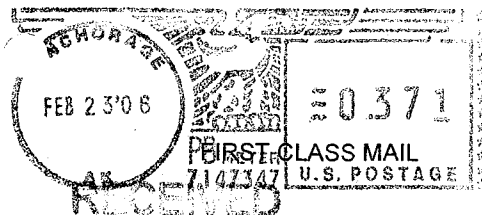
If you would like to comment on the petition this form may be used for your convenience. Mailing Address: Municipality of Anchorage, Department of Planning, P.O. Box 196650, Anchorage, Alaska 99519-6650. For more information call: 343-7943; FAX 343-7927. Case information may be viewed at www.muni.org by selecting Departments/Planning/Zoning and Platting Cases.

Name: _____
Address: _____
Legal Description: _____
Comments: *We have to many alcohol
establishments between Tudor &
International Airport Road. There
are four already. Denied!*

2006-026

Municipality of Anchorage
P. O. Box 196650
Anchorage, Alaska 99519-6650
(907) 343-7943

ANCHORAGE
ALASKA
99519-6650



002-124-60-303

STEINER GRIFFITH R & MARIBETH
222 E 7TH AVENUE #303
ANCHORAGE, AK 99501

MAR 10 2006

Municipality of Anchorage
Zoning Division

T 995 NO 1 106 C 01 02/25/06

ASSEMBLY NOTICE OF PUBLIC HEARING - -

Tues

STEINER
PO BOX 289
MAUNALOHA HI 95770-0289

BC: 95770028989 *0589-09129-23-36

Planning Dept Case Number: 2006-025

The Assembly of the Municipality of Anchorage will hold a public hearing on a petition proposing a conditional use at its regular meeting of Tuesday, March 28, 2006. The meeting begins at 5:00 p.m. in the Assembly Hall of the Z. J. Loussac Library, 3600 Denali Street. The petition is for the following:

CASE: 2006-025
PETITIONER: Caldou Corporation
REQUEST: Assembly conditional use for a beverage dispensary
TOTAL AREA: 0.160 acres
SITE ADDRESS: 637 A ST
CURRENT ZONE: B-2B Central business district-intermediate
COM COUNCIL(S): 1---Downtown

LEGAL/DETAILS: An alcoholic beverage conditional use for a beverage dispensary for Calypso. Original Townsite, Block 110, Lot 7. Located at 637 A Street.

The Zoning Ordinance requires that you be sent notice because your property is within the vicinity of the petition area. This will be the only public hearing and you are invited to attend and present testimony, if you so desire.

If you would like to comment on the petition this form may be used for your convenience. Mailing Address: Municipality of Anchorage, Department of Planning, P.O. Box 196650, Anchorage, Alaska 99519-6650. For more information call: 343-7943; FAX 343-7927. Case information may be viewed at www.muni.org by selecting Departments/Planning/Zoning and Platting Cases.

Name: GRIFF. STEINER
Address: 222 E. 7th
Legal Description: # 303
Comments: NO more liquor

we already have an overabundance of
noisy drunks next to graveyard & our Condo.
lots of bars & carry liquor on Gambell, why
spread it out to our neighbor hood & where
the convention center & nice establishment are..

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>Alaska Wild Berry Products</i>		Name (last name first) <i>Eden, Peter G.</i>	
Mailing Address <i>5225 Juneau St.</i>		Mailing Address <i>4113 Raspberry Rd</i>	
<i>Anchorage, AK 99518</i>		<i>Anchorage, AK 99502</i>	
Contact Phone: Day: <i>562-8858</i> Night:		Contact Phone: Day: <i>563-8858</i> Night: <i>751-2172</i>	
FAX: <i>562-5467</i>		FAX: <i>562-5467</i>	
E-mail: <i>info@AlaskawildberryProducts.com</i>		E-mail: <i>info@AlaskawildberryProducts.com</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>009-252-27-00019</i>	
Site Street Address:	<i>5225 Juneau St, Anchorage Alaska 99518</i>	
Property Owner (if not the Petitioner):	<i>Alaska Wild Berry Products / Peter G. Eden</i>	
Current legal description: (use additional sheet in necessary)	<i>Lot E1 B E1 D (E-10)</i>	
Parcel ID #	<i>Campbell Creek Commercial Park</i>	
<i>009-252-27-000-06</i>	<i>Plat # 79-55</i>	
Zoning: <i>I-1</i>	Acreage: <i>4.97</i>	Grid #

ALCOHOLIC BEVERAGE CONTROL BOARD LICENSE PROPOSED

<input type="checkbox"/> Beverage Dispensary	<input 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 checked="" type="checkbox"/> Restaurant	
Is the proposed license: <input checked="" type="checkbox"/> New <input 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.

Date <i>1/19/06</i>	Signature (Agents must provide written proof of authorization) <i>Thomas R. P... for Peter Eden</i>
------------------------	--

Accepted by: <i>1/19/06 MA</i>	Poster & Affidavit: <i>2 YES</i>	Fee: <i>\$1510.00</i>	Case Number: <i>2006-026</i>
-----------------------------------	-------------------------------------	--------------------------	---------------------------------

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.

Date

Signature

*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):

ALASKA WILD BERRY PRODUCTS

What is the gross leaseable floor space in square feet?

850 Ft square.

What is the facility occupant capacity?

50

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

0

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

45

What will be the normal business hours of operation? 10am - 10pm

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

11am - 10pm

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

10 % Alcoholic beverage sales

90 % 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 within 200 feet

PACKAGE STORES

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

% less than \$5.00
% \$5.00 to \$10.00
% \$10.00 to \$25.00
% greater than \$25.00

N/A

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.

Alaska wild Berry Products is located in an area intended to be a major employment center as outlined in the land use concept plan. This area is developing significant density increases which are within the intent of the development plan. The addition of the theatre and beer garden will help attain the plan's goal.

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

The title calls for a mix of supporting retail uses such as restaurants, banks, shopping and office space. Alaska wild Berry Products will help create a viable business center by providing a unique Alaskan shopping experience.

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.

See Attached

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? Five people to attend TAM (Techniques in Alcohol Management) scheduled for Jan 24, 2006, at 5:30pm. Classes held at Eddie's sports bar on old Seward.

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: It is the policy of Alaska Wild Berry Products of not permitting anyone under the influence or disorderly inside the building. If for any reason a person becomes disorderly he/she will be asked to leave.

outside facility:

Anyone outside the building observed doing anything unlawful, law enforcement will be called.

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. For those that drive to Alaska Wild Berry Products there is sufficient parking. Many of the tourist arrive by bus. Customers tend to stay longer. Pedestrian and vehicular traffic should not change substantially.
2. The demand for and availability of public services and facilities. Alaska Wild Berry Products does not see where our operations would have any effect at all on the demand for and availability of public services.
3. Noise, air, water or other forms of environmental pollution. Alaska Wild Berry Products operations are generally quiet. Kitchen facilities are state of the art and produce nothing harmful to the environment.
4. The maintenance of compatible and efficient development patterns and land use intensities. Alaska Wild Berry Products will have a positive impact on the land use intensity.

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 at Present

Within 1,000 feet of your site are how many active liquor licenses? 6 (Six)

How would you rate this area's license concentration on a scale of 1 to 5 with 5 = high 2

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

In your opinion, is this quantity of licenses a negative impact on the local community?

No, Restaurant and eating place beer and wine licenses tend to be safe and quiet with little negative impact.

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?*
☐ 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*

Additional space if needed.

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

The entities of the Peanut Farm, Sourdough Mining Company and Alaska Wild Berry Products formed what is unofficially called "Grizzly Junction." The location is advertised as a tourist destination. The addition of the beer and wine license conforms and promotes the general purpose and intent of the destination; primarily a family and adult tourist location, restaurant and drinking establishments.

Narrative: explaining the project, construction, operation schedule, and open for business target date.

Alaska Wild Berry Products, through Swank Construction, is building Alaska Wild Berry Products Film & Theatre. This attraction, which is scheduled to June 2006, will feature a film of Alaska with a duration of approximately 30 minutes. As a compliment to the theatre, Alaska Wild Berry Products wants to implement a beer and wine garden to be operated only during the months of May through September of each year. The beer and wine garden and snack shops are closed for the winter months. The theatre will remain open all year. During the off season the theatre will host a variety of functions including business conventions, weddings, corporate and private gatherings, and other such events Alaska Wild Berry Products deems appropriate. The hours of operation for the beer and wine garden is 10am to 10pm, Sunday through Saturday, for the months of May through September.

HOT DOGS

FRENCH FRIES

FRESH SANDWICHES

CHILI

ICE CREAM

Ann:
Many
Autof

THE DELI STATION

SANDWICHES

KENNICOTT CLUB

9.00

Turkey, roast beef, ham, swiss or cheddar cheese, lettuce, tomato, mayo, & yellow mustard on your choice of bread.

GARDEN DELIGHT

7.00

Herbed cream cheese spread, avocado spread, lettuce, tomato, cucumber & red onion on your choice of bread.

HAM & CHEESE

8.00

Black forest ham, cheddar cheese, sweet or hot honey mustard, mayo, lettuce, & tomato, on your choice of bread.

TURKEY & SWISS

8.00

Turkey breast, swiss cheese, lettuce, tomato, mayo, & our own lingonberry spread, on your choice of bread.

All sandwiches are served with a dill pickle & the original Alaska Thunderchip. Choose from White, wheat, sourdough or rye bread.

ROAST BEEF

8.00

Roast beef, your choice of cheese, lettuce, tomato, mayo, & dijon mustard on your choice

TOMATO

7.00

Tomato, provolone, herbed cream cheese spread, & lettuce, on your choice of bread.

CUCUMBER

7.00

Cucumber, herbed cream cheese, & lettuce, on your choice of bread.

PB & J

6.00

Peanut Butter—natural or Crunchy Jiff, with your choice of one our own Jams or Jellies on your choice of bread—with or without the crust!

BEVERAGES

Soft Drinks—Coke, Diet Coke, Sprite, Rootbeer, Dr. Pepper & Lemonade, 20 oz bottle, \$1.75

Bottled Water—Dasani, 20 oz. \$2.00

Energy Drinks—Full Throttle, Rock Star, Rock Star Diet, Red Bull, \$2.50

Juice—Cranberry, Orange, Apple, \$2.25

Coffee—Regular or Decaf, \$1.50

BEER & WINE

House Wines—Riesling, Chardonnay, White Zinfandel, Merlot & Cabernet Sauvignon, \$6.00 per glass

Domestic Bottled Beer—Alaskan Amber, Alaskan Pale Ale, & Rolling Rock, \$5.00 each
Miller High Life, Miller Genuine, Miller Light, Budweiser, Bud Light, & Coors Light \$4.00 each

Imported Bottled Beer—Heinekin, Corona & Becks, \$5.00 each

Non-Alcoholic Beer—O'Douls & O'Douls Amber, \$4.00 each

Thomas
AWBP 45

Liquor License

Corporations, LLCs, LLPs and LPs must be registered with the Dept. of Community and Economic Development.

Name of Entity (Corporation/LLC/LLP/LP) (or N/A if an individual ownership) Alaska Wild Berry Products, Inc.	Telephone Number 562-8858	Fax Number 562-5467
Corporate Mailing Address: 5225 Juneau St	City Anchorage	State AK
Name, Mailing Address and Telephone Number of Registered Agent Peter G. Eden (907) 522-5467	Date of Incorporation OR Certification with DCED 4/5/71	State of Incorporation AK
Is the Entity 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. Your entity must be in compliance with Title 10 of the Alaska Statutes to be a valid liquor licensee.		

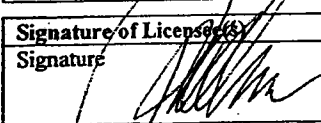
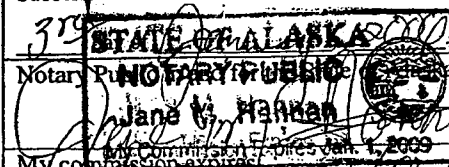
Entity Members (Must include President, Secretary, Treasurer, Vice-President, Manager and Shareholder/Member with at least 10%)					
Name	Title	%	Home Address & Telephone Number	Work Telephone Number	Date of Birth
Peter G. Eden	Pres	100	4113 Raspberry Rd Anchorage, AK 99502	562-8858	9/6/43

NOTE: On a separate sheet provide information on ownership other organized entities that are shareholders of the licensee.

Individual Licensees/Affiliates (The ABC Board defines an "Affiliate" as the spouse of a licensee. Each Affiliate must be listed.)			
Name: Address: Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/> Date of Birth:	Name: Address: Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/> Date of Birth:
Name: Address: Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/> Date of Birth:	Name: Address: Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/> Date of Birth:

Declaration

- 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.
- I hereby certify that there have been no changes in officers or stockholders that have not been reported to the Alcoholic Beverage Control Board. The undersigned certifies on behalf of the organized entity, 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 Licensee(s) 	Signature
Name & Title (Please Print) Peter G. Eden, President	Name & Title (Please Print)
Subscribed and sworn to before me this 31st	Subscribed and sworn to before me this
Notary Public 	Notary Public in and for the State of Alaska
My commission expires: 8/10/09	My commission expires:

AFFIDAVIT OF PUBLICATION

- CLIP -

STATE OF ALASKA,)
THIRD JUDICIAL DISTRICT.)

Heather Stark
being first duly sworn on oath
deposes and says that he/she is
an advertising representative of
the Anchorage Daily News, a
daily newspaper. That said
newspaper has been approved
by the Third Judicial Court,
Anchorage, Alaska, and it now
and has been published in the
English language continually as a
daily newspaper in Anchorage,
Alaska, and it is now and during
all said time was printed in an
office maintained at the aforesaid
place of publication of said
newspaper. That the annexed is
a copy of an advertisement as it
was published in regular issues
(and not in supplemental form) of
said newspaper on

Tuesday, 12/13/05

and that such newspaper was
regularly distributed to its
subscribers during all of said
period. That the full amount of
the fee charged for the foregoing
publication is not in excess of
the rate charged private
individuals.

signed

Subscribed and sworn to before

me this 27th day of December

16 2005

Betsy H. Shilling

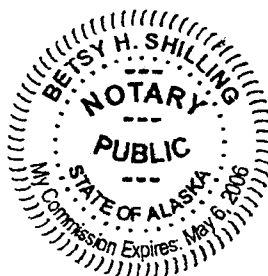
Notary Public in and for
the State of Alaska.
Third Division.
Anchorage, Alaska
MY COMMISSION EXPIRES

6 May 16 2006

-CORRECTION- **APPLICATION FOR NEW LIQUOR LICENSE**

Alaska Wild Berry Products,
Inc. is making application for a
new restaurant or eating place
(AS04.11.100) liquor license, d/
b/a Alaska Wild Berry Products
located at 5225 Juneau Street,
Anchorage, Alaska 99518

** Interested persons should submit written
comment to their local governing body, the
applicant and to the Alcoholic Beverage
Control Board at 550 West Seventh
Avenue Suite 540, Anchorage, AK 99501.



AFFIDAVIT OF PUBLICATION

- CLIP -

STATE OF ALASKA,
THIRD JUDICIAL DISTRICT.

Heather Stark

being first duly sworn on oath deposes and says that he/she is an advertising representative of the Anchorage Daily News, a daily newspaper. That said newspaper has been approved by the Third Judicial Court, Anchorage, Alaska, and it now and has been published in the English language continually as a daily newspaper in Anchorage, Alaska, and it is now and during all said time was printed in an office maintained at the aforesaid place of publication of said newspaper. That the annexed is a copy of an advertisement as it was published in regular issues (and not in supplemental form) of said newspaper on

Tuesday, 11/15
Tuesday, 11/22
Tuesday, 11/29

and that such newspaper was regularly distributed to its subscribers during all of said period. That the full amount of the fee charged for the foregoing publication is not in excess of the rate charged private individuals.

signed

Heather Stark

Subscribed and sworn to before

me this 30th day of November

16, 2005

Betsy H. Shilling

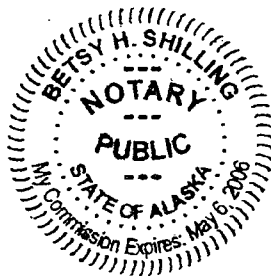
Notary Public in and for
the State of Alaska,
Third Division,
Anchorage, Alaska
MY COMMISSION EXPIRES

6 May 16, 2006

APPLICATION FOR NEW LIQUOR LICENSE

Alaska Wild Berry Products, Inc. is making application for a new restaurant liquor license (04.11.100), d/b/a Alaska Wild Berry Products located at 5225 Juneau Street, Anchorage, Alaska 99518

** Interested persons should submit written comment to their local governing body, the applicant and to the Alcoholic Beverage Control Board at 550 West Seventh Avenue Suite 540, Anchorage, AK 99501



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 Restaurant eating Place liquor license
for Alaska wild Berry Products

located at 5225 Juneau St. Anchorage, AK 99518.
(address and/or location)

OR

- b. Posting of application for transfer of a _____ liquor license
currently issued to _____ whose business name (d/b/a)
is _____ located at _____
(address and/or location)

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

Nov 15. 2005 to Nov 25. 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 5225 Juneau St.
b. Other conspicuous location in the area Lake Otis/Dawling Post etc.

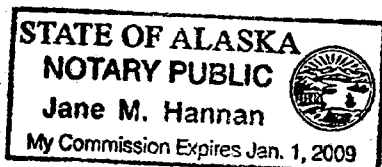
3. I believe that with the approval of this application population would not at one time exceed in the aggregate of one license of the type requested for population as provided by law. AS 04.11.400 (check one)

- a. () a radius of five (5) miles of the proposed location;
b. (X) 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.

Thomas R. Purcell
(signature)

SUBSCRIBED and SWORN to me this 6th day of December 20 05

AD20909006
8-31-09



Jane M. Hannan
Notary Public in and for Alaska
My commission expires: 01/01/09

State of Alaska

Department of Commerce

Juneau

CERTIFICATE OF INCORPORATION

The undersigned, as Commissioner of Commerce of the State of Alaska, hereby certifies that duplicate originals of the Articles of Incorporation of ALASKA WILD BERRY PRODUCTS, INC. duly signed and verified pursuant to the provisions of the Alaska Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Commissioner of Commerce, and by virtue of the authority vested in him by law hereby issues this Certificate of Incorporation of

ALASKA WILD BERRY PRODUCTS, INC.

and attaches hereto a duplicate original of the Articles of Incorporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at Juneau, the Capital, this

5th day of April

AD. 1971

Kenneth W. Kadow

KENNETH W. KADOW
COMMISSIONER OF COMMERCE



STATE OF ALASKA
ALCOHOLIC BEVERAGE CONTROL BOARD
APPLICATION FOR RESTAURANT DESIGNATION PERMIT - AS 04.16.049 & 15 AAC 104.715-794
FEE: \$50.00

The granting of this permit allows access of persons under 21 years of age to designated licensed premises for purposes of dining, and persons under the age of 19 for employment. If for employment, please state in detail, how the person will be employed, duties, etc. (15 AAC 104.745).

This application is for designation of premises where: (please mark appropriate items).

- 1 ☒ Under AS 04.16.010(c) Bona fide restaurant/eating place.
- 2 ☒ Persons between 16 & 21 may dine unaccompanied.
- 3 ☒ Persons under 16 may dine accompanied by a person 21 years or older.
- 4 ☒ Persons between 16 and 19 years may be employed. (See note below).

LICENSEE: Alaska Wild Berry Products Inc.

D/B/A: Alaska Wild Berry Products Inc.

ADDRESS: 5225 Juneau St. Anch. Ak 99518

1. Hours of Operation: 10 am to 10 pm Telephone # 562-8858

2. Have police ever been called to your premises by you or anyone else for any reason: ☒ Yes ☐ No

If yes, date(s) and explanation(s).

Theft / Alarms - Guardian

3. Duties of employment: Serve Food, bus tables.

4. Are video games available to the public on your premises? No

5. Do you provide entertainment: ☐ Yes ☒ No If yes, describe. _____

6. How is food served? ☒ Table Service ☒ Buffet Service _____ Counter Service ☒ Other* _____

7. Is the owner, manager, or assistant manager always present during business hours? ☒ Yes ☐ No

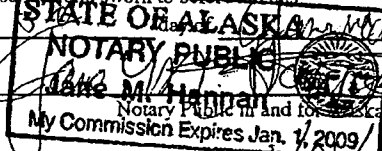
*** A MENU AND A DETAILED LICENSED PREMISES DIAGRAM MUST ACCOMPANY THIS APPLICATION ***

This permit remains in effect until the liquor license is transferred OR at the discretion of the Alcoholic Beverage Control Board. (15 AAC 104.795)

I certify that I have read AS 04.16.049, AS 04.16.060, 15 AAC 104.715-795 and have instructed my employees about provisions contained therein.

Applicant(s) signature

Subscribed and sworn to before me this



Application approved (15 AAC 104.725(e))
Governing Body Official

Date: _____

My Commission expires

Director, ABC Board

Date: _____

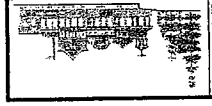
NOTE: AS 04.16.049(c) requires that written parental consent and an exemption by the Department of Labor must be provided to the licensee by the employee who is under 19 years of age. Persons 19 and 20 years of age are not required to have the consent or exemption.

* Describe how food is served on back of form.

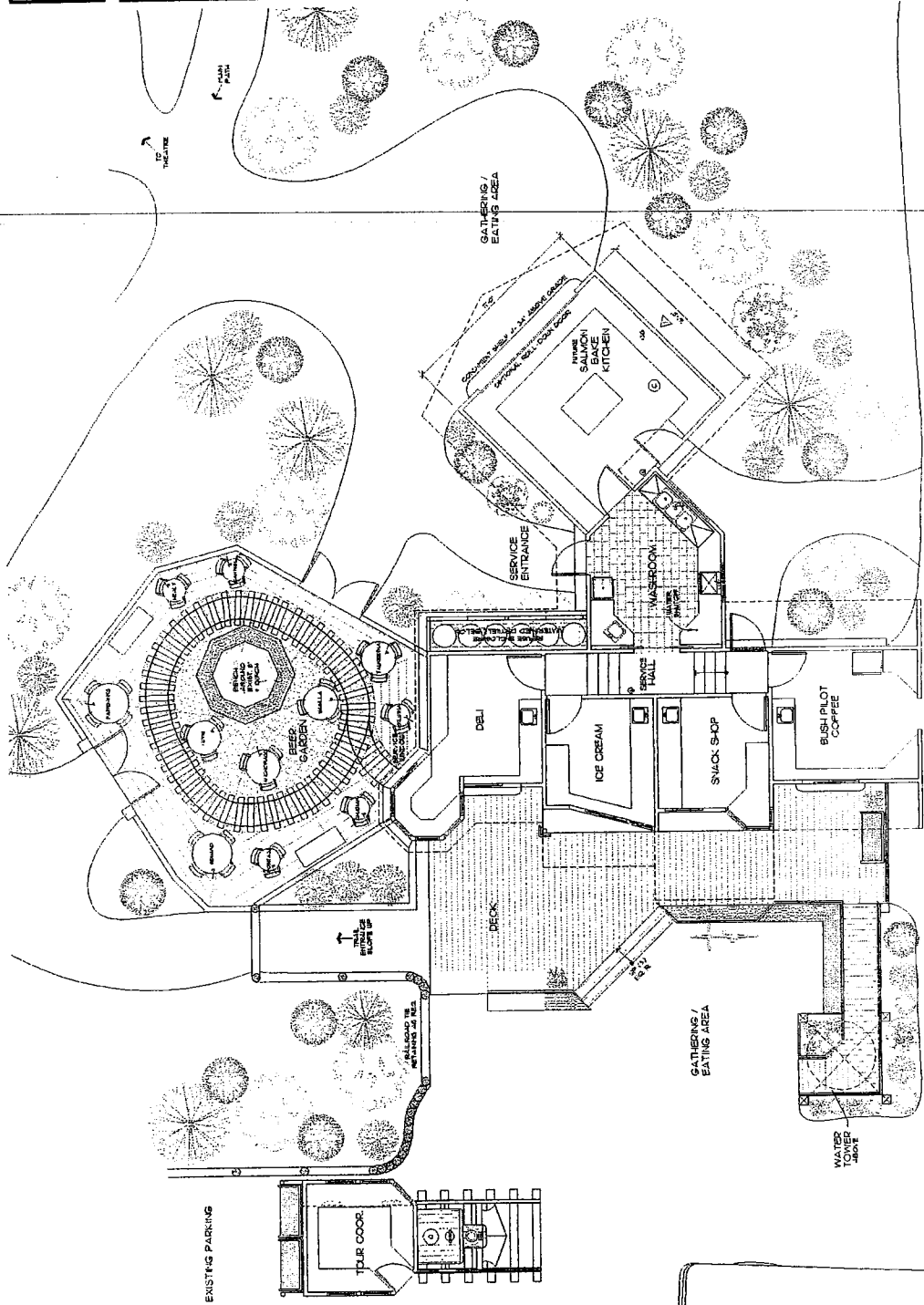
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Ben Gander & Kiosk Plan
Alaska Wilderness Products
ANCHORAGE, ALASKA



IVY & CO.
ARCHITECT
DRAWN: CRYSTAL
CHECKED: JAMES
JOB NO. 003
DATE: JAN. 12, 2006
SHEET 1/2



JANEAU STREET

1 BEER GARDEN PLAN

1/2



Ben Gander & Kiosk Plan
Alaska Wilderness Products
 ANCHORAGE, ALASKA

1/4" = 1'-0"

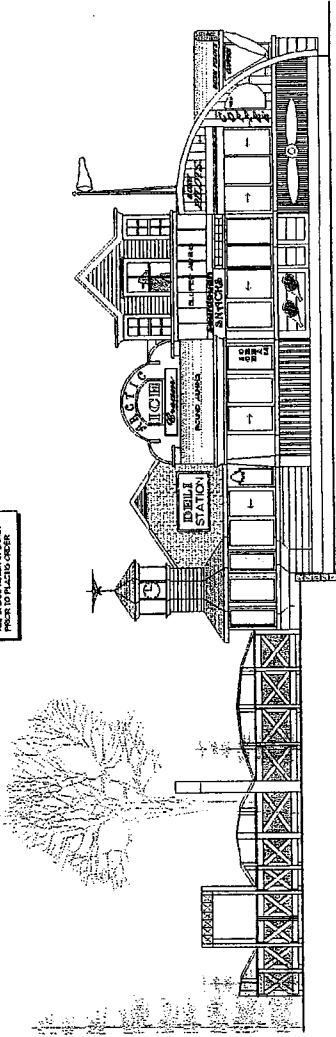
© 2000 Ben & Kiosk

IVY & CO.

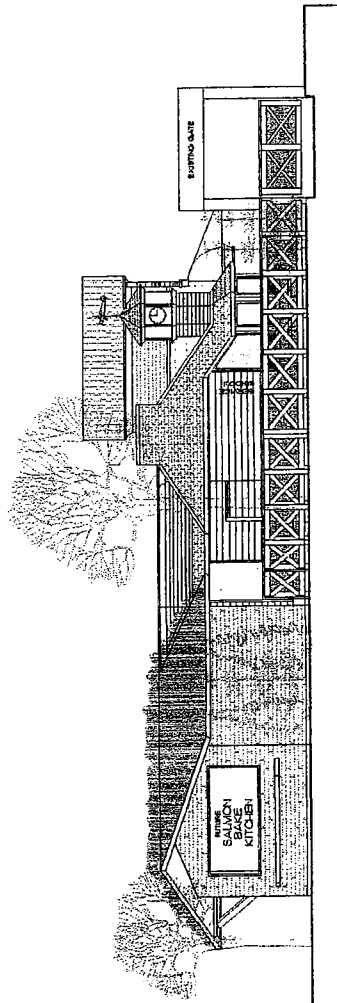
DESIGN: C.F./JAD
 CHECKED: H.L.M.
 JOB NO.: 0713
 DATE: JAN 13, 2000
 SHEET NO.

IVY & CO.

ALL
 CONTINUATIONS SHALL BE SET
 AND SHOWN IN THE SAME
 PLACE TO PLANT ORDER



NORTH EXTERIOR ELEVATION



EAST EXTERIOR ELEVATION





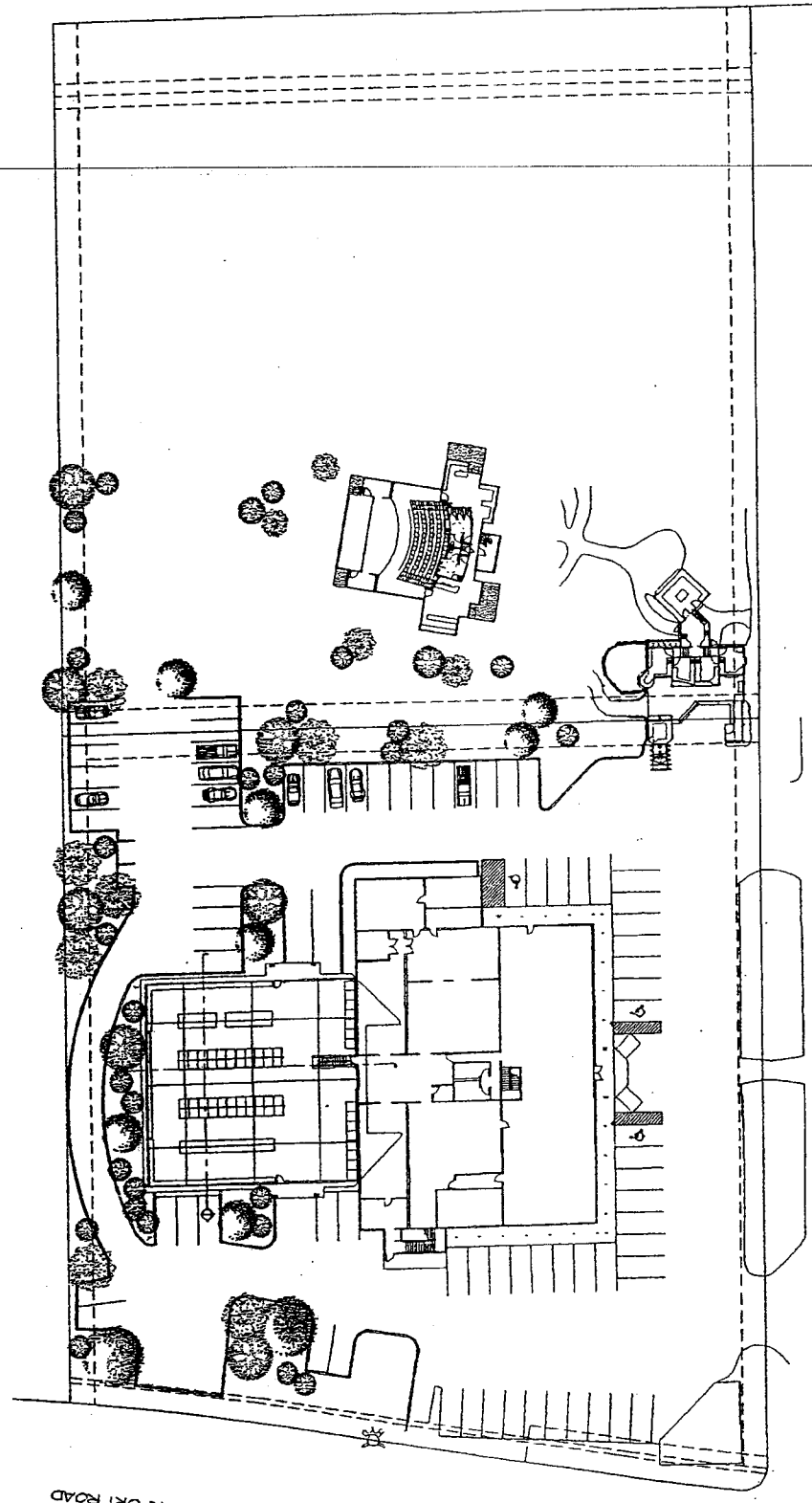
1 OVERALL SITE PLAN

E 54TH AVENUE

JUNEAU STREET

JUNEAU STREET

E. INTERNATIONAL AIRPORT ROAD



Profound Planning Products
Alaska Wildlife Products
ANCHORAGE, ALASKA

IVY & CO.	
DATE: 10/1/88	BY: J. J. IVY
PROJECT NO. 10000	SCALE: 1" = 100'
SHEET NO. 1	OF 1

To Berry Trail

To Theatre

WILD BERRY PARK

15

GRAVEL PATH

To Reindeer

TREES & SHRUBS

BEER & WINE GARDEN
(approx. 800 sq. ft.)

Serving Window

- ENTRANCE & EXIT
- BENCES
- PICNIC TABLES W/UMBRELLAS
- FENCE

PREMISES DIAGRAM for ALASKA WILD BERRY PRODUCTS
BEER & WINE GARDEN (NOT DRAWN TO SCALE) 1/2/06

STATE OF ALASKA
ALCOHOLIC BEVERAGE CONTROL BOARD

STATEMENT OF FINANCIAL INTEREST

CONFIDENTIAL

TO BE COMPLETED BY EACH APPLICANT, EITHER INDIVIDUAL OR CORPORATE

AS 04.11.450(a) states that no person other than a licensee may have a direct or indirect financial interest in the business for which the license is issued.

APPLICANT'S NAME AND MAILING ADDRESS	DBA (BUSINESS NAME) AND LOCATION
Peter G. Eden 4113 Raspberry Rd Anchorage, Ak 99502	Alaska Wild Berry Products 5225 Junction St. Anch. Ak 99518
Alaska Wild Berry Products, Inc.	

List below persons, firms, lending institutions or corporations which have or may have any financial involvement in furthering purchases of assets, revenues or operating capital for the licensed business operations.

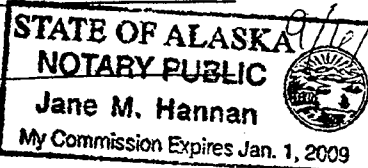
NAME	ADDRESS	AMOUNT	PURPOSE
NONE			

Under the penalties of perjury, I declare that I have examined this application, including accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct, and complete.

Signature of Applicant/Transferee

ADL
0820936
9/16/06

Date



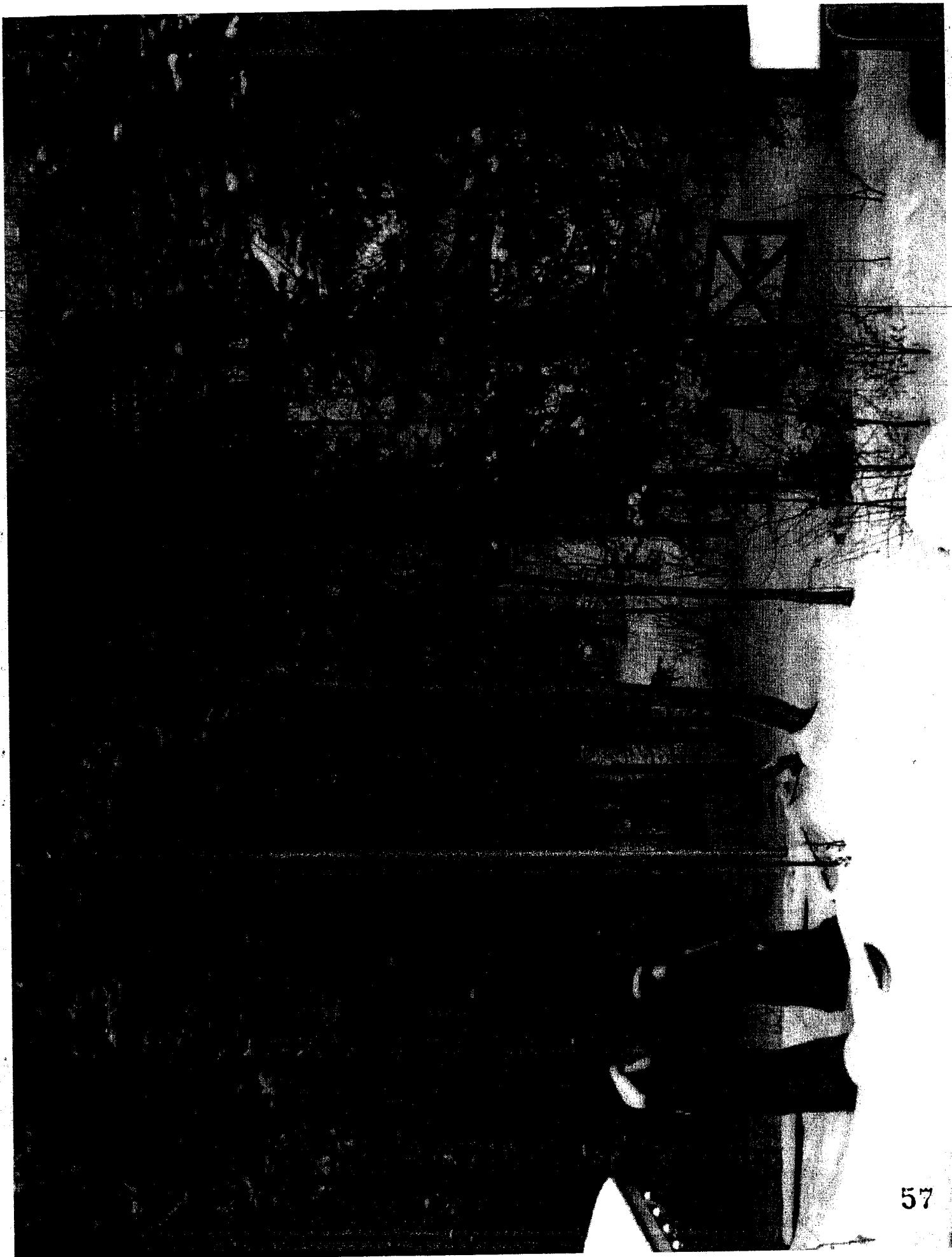
Subscribed and sworn to before me this

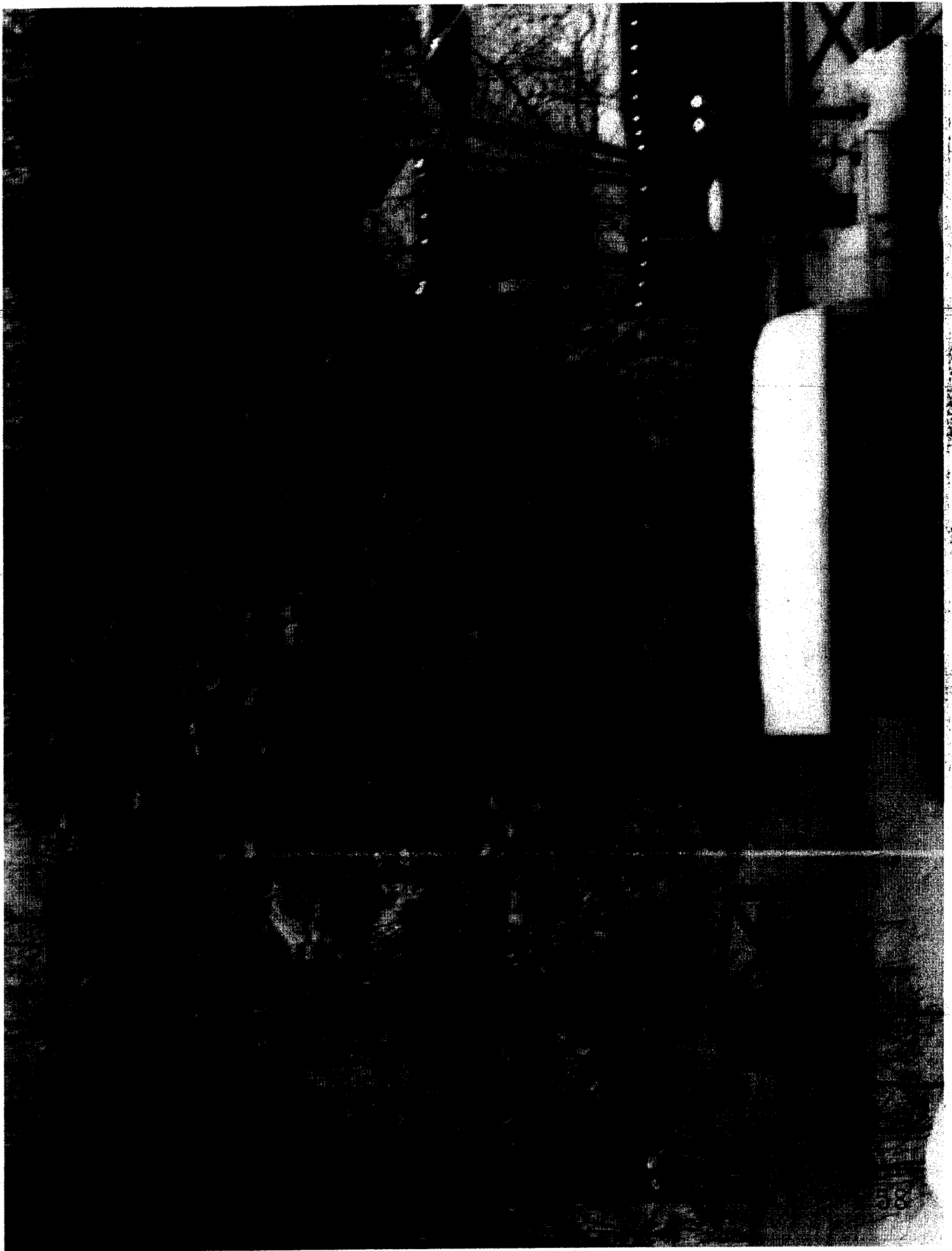
3rd

Day of

January 20 06

Notary Public in and for the State of Alaska
My commission expires 01/01/09











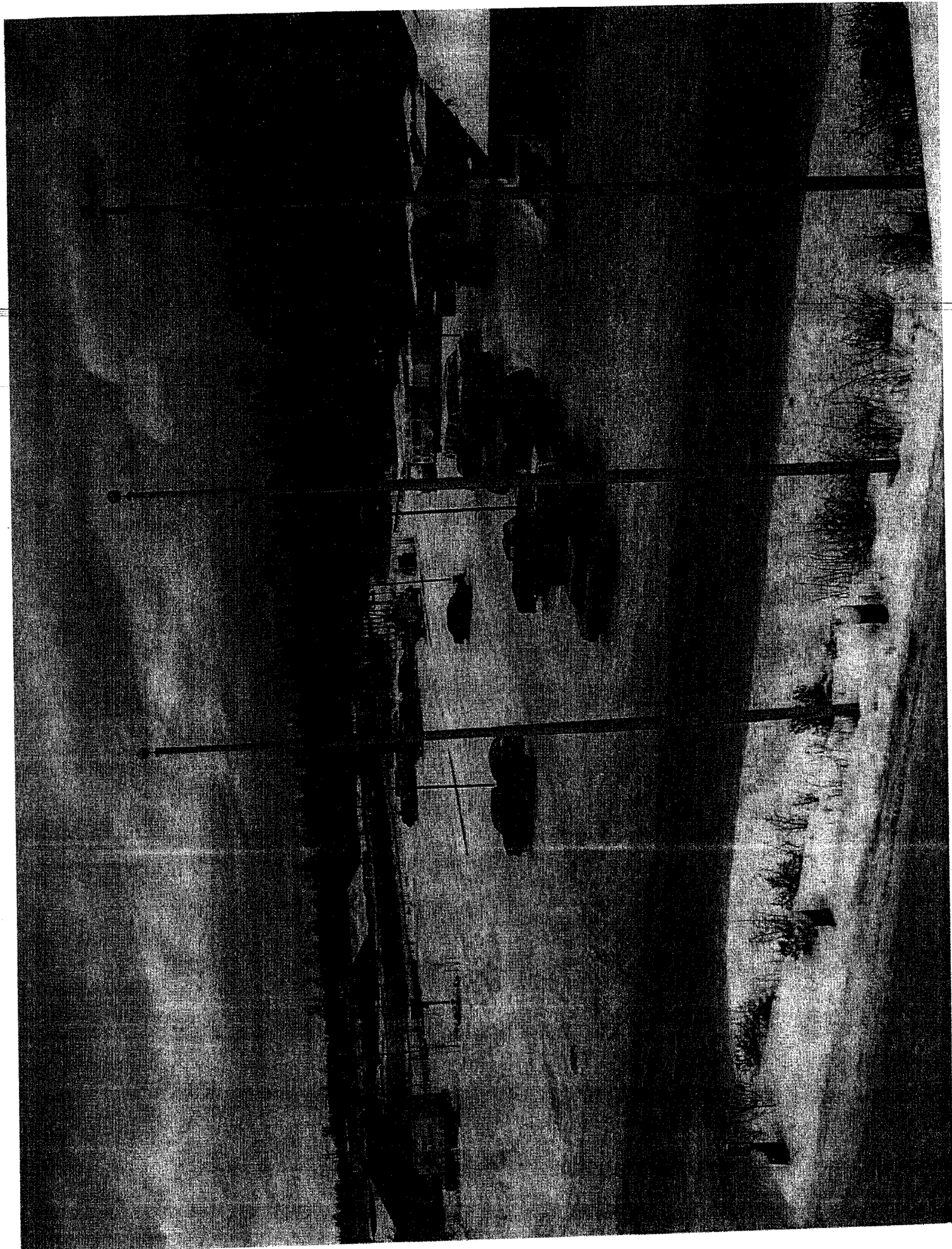












2004-067766-1

Recording Dist 301 - Anchorage
9/8/2004 8 25 AM Pages 1 of 13

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RECORDATION

REQUESTED BY:
First National Bank
Alaska
Corporate Systems
101 West 36th
Avenue, Suite 333
P.O. Box 100720
Anchorage, AK
99510

WHEN RECORDED MAIL

TO:
First National Bank
Alaska
Corporate Systems
101 West 36th
Avenue, Suite 333
P.O. Box 100720
Anchorage, AK
99510

03-16161

FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated September 3, 2004, among ALASKA WILD BERRY PRODUCTS, INC. AN ALASKA CORPORATION, WHOSE ADDRESS IS 5225 JUNEAU ST, ANCHORAGE, AK 99518 ("Grantor"); First National Bank Alaska, whose address is Corporate Systems, 101 West 36th Avenue, Suite 333, P.O. Box 100720, Anchorage, AK 99510 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and First American Title of Alaska, whose address is 3035 C Street, Anchorage, AK 99503 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures, all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in the Anchorage Recording District, Third Judicial District, the State of Alaska:

LOT E-1D, CAMPBELL CREEK COMMERCIAL PARK, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED UNDER PLAT NO 2000-144, RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

The Real Property or its address is commonly known as 5225 JUNEAU ST, ANCHORAGE, AK 99518.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be

**DEED OF TRUST
(Continued)**

or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property as security for the indebtedness. In addition to this assignment under common law, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property (this privilege is a license from Lender to Grantor automatically revoked upon default).

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal,

clay, scoria, soil, gravel or rock products without Lender's prior written consent

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property, whether legal, beneficial or equitable, whether voluntary or involuntary, whether by outright sale, deed, installment sale contract, land contract, contract for deed, community property agreement or community property trust or other trust, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Alaska law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments.



against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a cash basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or

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placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note unless payment of interest at that rate would be contrary to applicable law, in which event such expenses shall bear interest at the highest rate permitted by applicable law from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand, (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

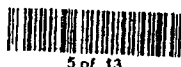
CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice all at Grantor's expense, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust.

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.



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(Continued)**

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter

Defective Collateralization This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor

Creditor or Forfeiture Proceedings Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired

Insecurity Lender in good faith believes itself insecure

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days, or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay

Foreclosure. With respect to all or any part of the Property, Trustee shall have the right to sell the Property pursuant to a non-judicial foreclosure sale and Trustee or Lender shall have the right to sell the Property upon judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. If the power of sale is invoked, Trustee shall execute a written notice of the occurrence of an Event of Default and of the election to cause the Property to be sold and shall record such notice in each Recording District in which the Property or some part of the Property is located. Trustee shall mail copies of the notice of default, in the manner provided by the laws of Alaska, to Grantor and to such other persons as the laws of Alaska prescribe. Trustee shall give notice of sale and shall sell the Property according to the laws of Alaska. After the lapse of time required by law following the recordation of the notice of default, Trustee, without demand on Grantor, may sell the Property at the time and place and under the terms designated in the notice of sale, in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender's or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made in the Trustee's deed. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees, and cost of title evidence; (b) to all sums secured by this Deed of Trust in such order as Lender, in Lender's sole discretion, directs; and (c) the excess, if any, to the person or persons legally entitled to the excess proceeds.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or by law.



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Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved or pending, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate unless payment of interest at that rate would be contrary to applicable law, in which event such expenses shall bear interest at the highest rate permitted by applicable law from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE The following provisions relating to the powers and obligations of Trustee (pursuant to Lender's instructions) are part of this Deed of Trust.

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public, (b) join in granting any easement or creating any restriction on the Real Property, and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall, upon default, have the right to sell the Property by notice and non-judicial sale, and Trustee or Lender shall have the right to sell the Property by judicial action and foreclosure sale, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office for the Anchorage Recording District, Third Judicial District, State of Alaska. The instrument shall be executed and acknowledged by Lender or Lender's successor in interest, and shall contain, in addition to all other matters required by state law, the date this Deed of Trust was executed, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, the name and address of the successor trustee, and either an acknowledgement signed and acknowledged by the Trustee named in this Deed of Trust of a receipt of a copy of the instrument or an affidavit of service of a copy of the instrument on the Trustee. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Unless otherwise provided by applicable law, any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall



be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

FORCE PLACED INSURANCE. I agree that if I fail to provide any required insurance or fail to continue such insurance in force, Lender may do so at my expense. In the event Lender initiates the process of obtaining such insurance I agree to pay Lender, in addition to the expense associated with the force placed insurance, a processing fee of \$50.00. Such fee is fully earned whenever Lender initiates such process regardless of whether the insurance is actually obtained by Lender. The cost of any such insurance and processing fee, at the option of the Lender shall be added to the indebtedness.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by, construed and enforced in accordance with federal law and the laws of the State of Alaska. This Deed of Trust has been accepted by Lender in the State of Alaska.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer

**DEED OF TRUST
(Continued)**

of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Alaska as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code

Beneficiary. The word "Beneficiary" means First National Bank Alaska, and its successors and assigns

Borrower. The word "Borrower" means ALASKA WILD BERRY PRODUCTS, INC and includes all co-signers and co-makers signing the Note

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents

Default The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default"

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U S C Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U S C Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U S C Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means ALASKA WILD BERRY PRODUCTS, INC

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's

obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means First National Bank Alaska, its successors and assigns.

Note. The word "Note" means the promissory note dated September 3, 2004, in the original principal amount of \$1,725,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Deed of Trust is September 1, 2029. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all issues and profits thereon and proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means First American Title of Alaska, whose address is 3035 C Street, Anchorage, AK 99503 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

ALASKA WILD BERRY PRODUCTS, INC.

By: 

PETER G. EDEN, President/Treasurer of ALASKA WILD BERRY PRODUCTS, INC.

CORPORATE ACKNOWLEDGMENT

STATE OF AlaskaThird JUDICIAL DISTRICT

On this 3rd day of September, 2004, before me, the undersigned Notary Public, personally appeared PETER G. EDEN, President/Treasurer of ALASKA WILD BERRY PRODUCTS, INC., and known to me to be an authorized agent of the corporation that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the corporation

By Beth A. Hayward-BuryResiding at AnchorageNotary Public in and for the State of AlaskaMy commission expires 3/30/06

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To, _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust); and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to

Date: _____

Beneficiary: _____

By: _____

Its: _____

LASTER PRO Lending, Inc. 51410 001 Copy: National Financial Solutions, Inc. 1997-2004 All Rights Reserved AK W/CE/PL/001 FE 10/26/04 PR 25

MUNICIPALITY OF ANCHORAGE
PROPERTY APPRAISAL DIVISION
632 W. 6TH AVE, ROOM 300
P. O. BOX 196650
Anchorage, Alaska 99519-6650

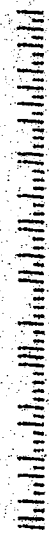
RESORTED
FIRST CLASS MAIL
U.S. POSTAGE
Permit No. 202

ADDRESS SERVICE REQUESTED

LEGAL DESCRIPTION OF REAL PROPERTY APPRAISED	
CAMPBELL CREEK COMMERCIAL PARK LT E-1D	
PARCEL IDENTIFICATION NUMBER	009-252-27-000-06
LOT SIZE	173,238 SQFT
OFFICE HOURS BETWEEN JAN 13-FEB 13	
Mon - Fri 8:00 a.m. to 7:00 p.m.	
Sat - 10:00 a.m. to 2:00 p.m.	
PHONE	(907) 343-6500
LAND VALUE	1,559,200
BUILDING VALUE	2,027,800
TOTAL VALUE	3,587,000
APPEAL MUST BE FILED BY	02/13/2006
ASSESSMENT YEAR	2006

IMPORTANT
PLEASE READ REVERSE SIDE

ALASKA WILD BERRY PRODUCTS INC
5225 JUNEAU STREET
ANCHORAGE AK 99518-1483



Alcoholic Beverage Control Board
5848 E Tudor Rd
Anchorage, AK 99507

New Liquor License

PAGE 1 OF 2
(907) 269-0350
Fax: (907) 272-9412
www.dps.state.ak.us/abc

This application is for:

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

SECTION A. LICENSE INFORMATION. Must be completed for all types of applications.			FEES	
License Year: 2006	License Type: Restaurant/Eating Place	Statute Reference: Sec. 04.11.100.1	License Fee: \$600.00	
(Office Use Only) License #:			Filing Fee: \$100.00	
Local Governing Body: (City, Borough or Unorganized)	Community Council Name(s) & Mailing Address: Takai Community Council		Fingerprint: (\$59 per person)	
MOA			Total Submitted: \$	
Federal EIN or SSN: 920038393				
Name of Applicant (Corp/LLC/LP/LLP/Individual/Partnership): Alaska Wild Berry Products, Inc.	Doing Business As (Business Name): Alaska Wild Berry Products Inc.	Business Telephone Number: 562-8858	Fax Number: 562-5467	
Mailing Address: 5225 Juneau St.	Street Address or Location of Premise: 5225 Juneau St.	Email Address: info@alaskawildberryproducts.com		
City, State, Zip: Anchorage, AK 99518	Anchorage, AK 99518			
SECTION B. PREMISES TO BE LICENSED. Must be completed.				
Closest school grounds: 1/2 - 1 mile	Distance measured under: <input checked="" type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No.	<input type="checkbox"/> Premises is GREATER than 50 miles from the boundaries of an incorporated city, borough, or unified municipality.		
Closest church: 1/2 - 3/4 mile	Distance measured under: <input checked="" type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No.	<input type="checkbox"/> Premises is LESS than 50 miles from the boundaries of an incorporated city, borough, or unified municipality.		
Premises to be licensed is: <input type="checkbox"/> Proposed building <input checked="" type="checkbox"/> Existing facility <input type="checkbox"/> New building		<input type="checkbox"/> Plans submitted to Fire Marshall (required for new & proposed buildings) <input checked="" type="checkbox"/> Diagram of premises attached		
SECTION C. Individual, corporate officer, limited liability organization member, manager or partner background.				
Does any individual, corporate officer, director, 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?				
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, complete the following. Attach additional sheets if necessary.				
Name	Name of Business	Type of License	Business Street Address	State
Peter G. Eden	Alaska Wild Berry Products			
Has any individual, corporate officer, director, limited liability organization member, manager or partner named in this application been convicted of a felony, a violation of AS 04, or been convicted as a licensee or manager of licensed premises in another state of the laws of that state?				
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, attach written explanation.				

Office use only

Date Approved

Director's Signature

5

POSTING AFFIDAVIT



AFFIDAVIT OF POSTING

CASE NUMBER: 2006-026

I, Thomas Purcell 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 BEER & WINE. The notice was posted on 1/19/06 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 19 day of January, 2006

Thomas R. Purcell
Signature

LEGAL DESCRIPTION

Tract or Lot E-1D

Block _____

Subdivision Campbell Creek Comm'l Parks

6

HISTORICAL INFORMATION

Alcohol Extract from List Report

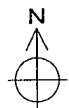
Case Number: 2006-026

Description: 1000 foot alcohol

Parcel Business Name	Parcel Owner Name Applicant Name	Parcel Owner Address Business Address	City Lic. Number	State Lic. Zone	Zip Lic. Type
00925206000 New Peanut Farm, The	SOURDOUGH MINING COMPANY 50% New Peanut Farm, Inc., The	5227 OLD SEWARD HIGHWAY 5227 Old Seward Hwy	ANCHORAGE 842	AK 11	99518 Beverage Dispensary
00925219000 Sourdough Mining Co	SOURDOUGH MINING COMPANY Sourdough Mining Co., Inc.	5200 JUNEAU STREET 5200 Juneau St.	ANCHORAGE 2496	AK 11	99515 Beverage Dispensary

Fri Jan 20, 08:37:29, 2006

Map: Parcels--Basic Layers



Scale 1:10000

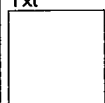
Legend:



ALCOHOL

Txt

STRNAME_BI_I



PARCELS

CityView™

Municipal Software Corporation

Alcohol Extract from List Report

Case Number: 2006-026

Description: 3000 feet alcohol

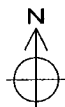
Parcel Business Name	Parcel Owner Name Applicant Name	Parcel Owner Address Business Address	City Lic. Number	State Lic. Zone	Zip Lic. Type
00913205000 Hooters Restaurant	ALASKA ELECTRICAL PENSION FUND Titantic Wings LLC	2550 DENALI STREET #513 701 E. Tudor Rd #110	ANCHORAGE 3591	AK B3	99503 Restaurant/Eating Place
00913208000 Aladdin's Fine Mediterranean &	BORCHARDT WILLIAM A Rabah & Jean Chetfour	2580 NATHANIEL COURT 4240 Old Seward Hwy #20	ANCHORAGE 2520	AK B3	99517 Restaurant/Eating Place
00913208000 El Tango	BORCHARDT WILLIAM A El Tango Inc.	2580 NATHANIEL COURT 4300 Old Seward	ANCHORAGE 4451	AK B3	99517 Beverage Dispensary
00916240000 Time Out Lounge	RANDOLPH FAMILY ALASKA TRUST Apple Core, Inc.	4600 OLD SEWARD HIGHWAY 4600 Old Seward Hwy	ANCHORAGE 1140	AK B3	99503 Beverage Dispensary
00917215000 Tony Roma's	CALAIS CO INC BVG, Inc.	341 W TUDOR ROAD #103 1420 E. Tudor Rd	ANCHORAGE 2344	AK B3	99503 Beverage Dispensary
00917215000 Tony Roma's/Call of the Wild	CALAIS CO INC BVG, Inc.	341 W TUDOR ROAD #103 1420 East Tudor Road	ANCHORAGE 4294	AK B3	99503 Beverage Dispensary Dup
00920108000 Club Oasis	PRIME INC Prime, Inc	207 E N LIGHTS BLVD #210 4801 Old Seward Highway	ANCHORAGE 4516	AK B3	99503 Beverage Dispensary
00920108000 Club Oasis	PRIME INC Prime, Inc.	207 E N LIGHTS BLVD #210 4801 Old Seward Highway	ANCHORAGE 4515	AK B3	99503 Beverage Dispensary Dup
00920108000 Oasis Liquors	PRIME INC Ver-Del Enterprises, Inc.	207 E N LIGHTS BLVD #210 4801 Old Seward Hwy	ANCHORAGE 1626	AK B3	99503 Package Store
00921103000 Anchorage Billard Palace	CLUB COMPANY THE The Club Company	4848 OLD SEWARD HIGHWAY 4848 Old Seward Hwy	ANCHORAGE 2742	AK B3	99503 Beverage Dispensary
00921103000 Hot Rods	CLUB COMPANY THE The Club Company	4848 OLD SEWARD HIGHWAY 4848 Old Seward Hwy	ANCHORAGE 3165	AK B3	99503 Beverage Dispensary Dup
00921119000 Great Alaskan Bush Co., The	B V INCORPORATED B.V., Inc.	207 E NORTHERN LTS SUITE 210 631 E. Intl Airport Rd	ANCHORAGE 1839	AK I1	99503 Beverage Dispensary

<u>Parcel</u> <u>---</u> <u>---</u> <u>---</u> <u>---</u>	<u>Parcel Owner Name</u> <u>---</u> <u>---</u> <u>---</u> <u>---</u>	<u>Parcel Owner Address</u> <u>---</u> <u>---</u> <u>---</u> <u>---</u>	<u>City</u> <u>---</u> <u>---</u> <u>---</u> <u>---</u>	<u>State</u> <u>---</u> <u>---</u> <u>---</u> <u>---</u>	<u>Zip</u> <u>---</u> <u>---</u> <u>---</u> <u>---</u>
<u>Business Name</u>	<u>Applicant Name</u>	<u>Business Address</u>	<u>Lic. Number</u>	<u>Lic. Zone</u>	<u>Lic. Type</u>
00925206000 New Peanut Farm, The	SOURDOUGH MINING COMPANY 50% New Peanut Farm, Inc., The	5227 OLD SEWARD HIGHWAY 5227 Old Seward Hwy	ANCHORAGE 842	AK I1	99518 Beverage Dispensary
00925219000 Sourdough Mining Co	SOURDOUGH MINING COMPANY Sourdough Mining Co., Inc.	5200 JUNEAU STREET 5200 Juneau St.	ANCHORAGE 2496	AK I1	99515 Beverage Dispensary
00928172000 Denali Winery	HICKEL WALTER & REBECCA HICKEL U-Brew Wineries, Inc.	PO BOX 8974 1301 E. Dowling Rd, #107	RANCHO SANT 3776	CA I1	92067 Winery
00928518000 Houlihans of Alaska	MAGNUS MARK & YICHEN H&H Development, Inc.	9510 DUNDEE CIRCLE NO PREMISE	ANCHORAGE 3060	AK I1	99502 Beverage Dispensary
01301150000 Y2K Liquor	MOATS INVESTMENTS LLC Vision Investment Group, Inc.	2600 IVORY DRIVE 6020 Old Seward Hwy	ANCHORAGE 3898	AK B3	99516 Package Store
01301441000 American Legion Post #34	WEDGEWOOD MORTGAGE LLC Chappie James Post #34	2509 FAIRBANKS STREET 6100 Old Seward Hwy	ANCHORAGE 3690	AK B3	99503 Club

2006 026 alcohol licenses

Fri Jan 20, 08:35:31, 2006

Map: Parcels--Basic Layers



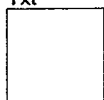
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Legend:



ALCOHOL

Txt



STRNAME_BLI

PARCELS

CityView™

Municipal Software Corporation



Municipal Software Corporation

2006 026 3000 feet alcohol

Fri Jan 20, 08:47:46, 2006

Map: Parcels--Basic Layers



Scale 1:10000

Legend:



ALCOHOL

Txt

STRNAME_BI



PARCELS



CityView™

Municipal Software Corporation

2006 026 3000 feet alcohol

Fri Jan 20, 08:47:56, 2006

Map: Parcels--Basic Layers



Scale 1:15000

Legend:



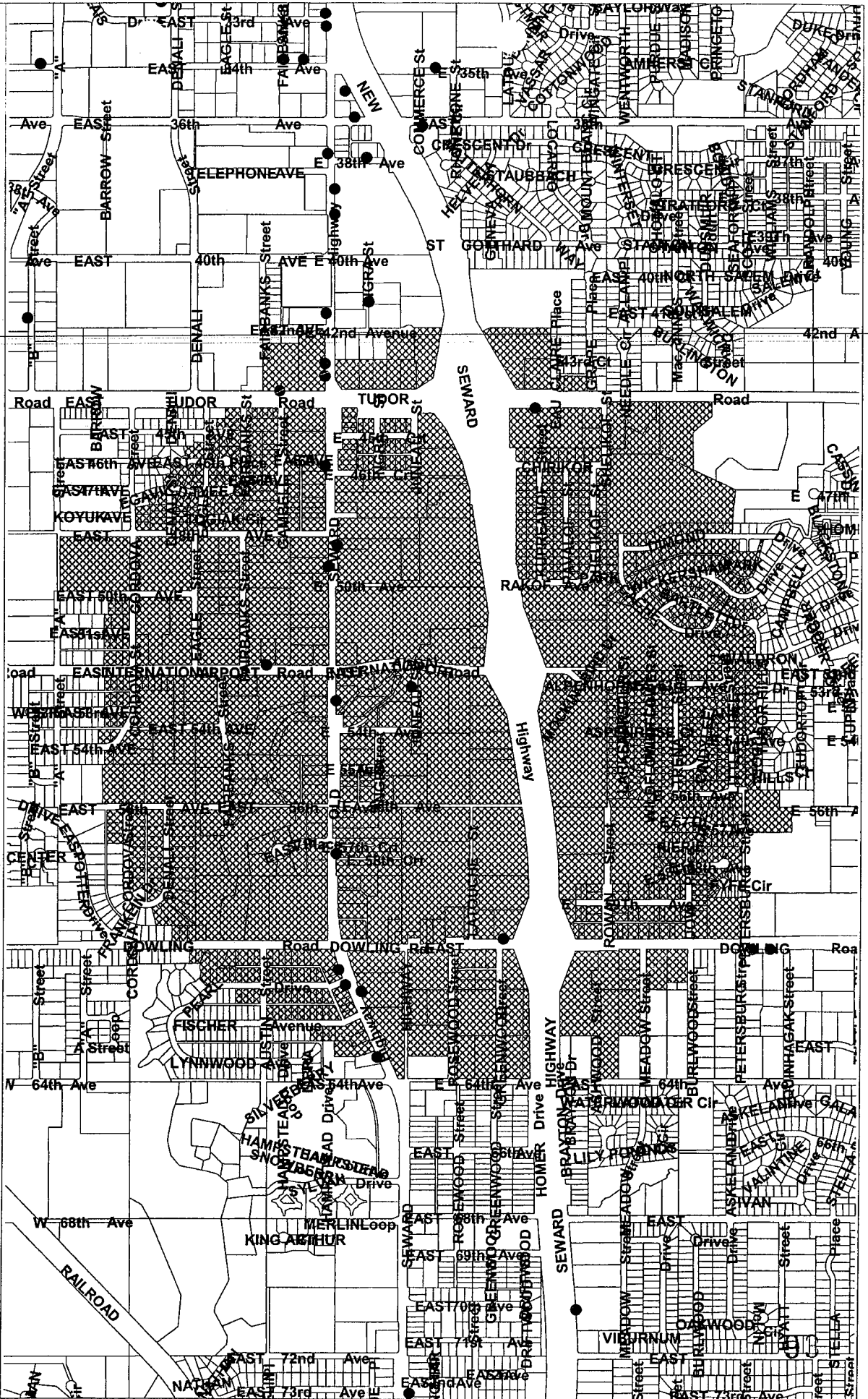
ALCOHOL

Txt



STRNAME_BI_L

PARCELS



CityView™

Municipal Software Corporation

PARCEL INFORMATION

APPRAISAL INFORMATION

Legal CAMPBELL CREEK COMMERCIAL PARK
LT E-1D

Parcel 009-252-27-000
Owner ALASKA WILD BERRY PRODUCTS INC

#

01
02

Descr MANUFACTURING/PROCESSING
Site Addr 5225 JUNEAU ST

5225 JUNEAU STREET
ANCHORAGE

AK 99518 1483

RELATED CAMA PARCELS

Related Parcel(s)	XRef Type	Leased Parcels
00925225000	Q	

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
Renumber	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

2006-026

Case Number 2006-026 # of Parcels 1 Hearing Date 01/20/2006

Case Type Assembly conditional use for a restaurant serving alcohol

Legal An alcoholic beverage conditional use for a restaurant serving alcohol, Alaska Wild Berry Products. Campbell Creek Commercial Park, Lot E-1D. Located at 5225 Juneau Street.

PLAT

Case Number
Action Type
Legal

Grid

Proposed Lots 0
Action Date

Existing Lots

PERMITS

02 5469
03 5852
05 6206

Permit Number 02 5469

Project ALASKA WILDBERRY KIOSK

Work Desc 1,124 sq ft Kiosk; Coffe/Ice Cream Shop

Use STORE

BZAP

Action No.
Action Date
Resolution

Status
Type

ALCOHOL LICENSE

Business
Address

Applicants Name
Conditions

License Type
Status

PARCEL INFORMATION

OWNER ALASKA WILD BERRY PRODUCTS INC 5225 JUNEAU STREET ANCHORAGE AK 99518 1483 Deed 3743 0000908 CHANGES: Deed Date Jan 02, 2001 Name Date Jan 24, 2001 Address Date Jan 24, 2001	PARCEL Parcel ID 009-252-27-000 Status Renumbr ID 009-252-25-0001 Site Addr 5225 JUNEAU ST Comm Concl TAKU/CAMPBELL Comments REF 009-252-20.21 <div style="float: right; border: 1px solid black; padding: 2px;"> 01 # 02 </div>																																			
LEGAL CAMPBELL CREEK COMMERCIAL PARK LT E-1D Unit Plat 000144 Zone I1 SQFT 173,238 Grid SW1932	TAX INFO 2006 Tax 47,752.49 Balance 0.00 District 003 HISTORY <table border="1"> <thead> <tr> <th></th> <th>Year</th> <th>Building</th> <th>Land</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Assmt Final</td> <td>2004</td> <td>1,557,500</td> <td>1,169,400</td> <td>2,726,900</td> </tr> <tr> <td>Assmt Final</td> <td>2005</td> <td>1,763,800</td> <td>1,169,400</td> <td>2,933,200</td> </tr> <tr> <td>Assmt Final</td> <td>2006</td> <td>2,027,800</td> <td>1,559,200</td> <td>3,587,000</td> </tr> <tr> <td>Exemptions</td> <td></td> <td></td> <td></td> <td>0</td> </tr> <tr> <td>State Credit</td> <td></td> <td></td> <td></td> <td>0</td> </tr> <tr> <td>Tax Final</td> <td></td> <td></td> <td></td> <td>3,587,000</td> </tr> </tbody> </table>		Year	Building	Land	Total	Assmt Final	2004	1,557,500	1,169,400	2,726,900	Assmt Final	2005	1,763,800	1,169,400	2,933,200	Assmt Final	2006	2,027,800	1,559,200	3,587,000	Exemptions				0	State Credit				0	Tax Final				3,587,000
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LAND & COMMON PARCEL INFORMATION**APPRAISAL INFORMATION**

Legal CAMPBELL CREEK COMMERCIAL PARK
LT E-1D

Parcel 009-252-27-000

01 of 04

Owner ALASKA WILD BERRY PRODUCTS INC

Site Addr 5225 JUNEAU ST

5225 JUNEAU STREET
ANCHORAGE

AK 99518

LAND INFORMATION

Land Use MANUFACTURING/PROCESSII
Class COMMERCIAL
Living Units 000
Community Council 02E TAKU/CAMPBELL
Entry: Year/Quality 07 1988 LAND ONLY
11 2002 INTERIOR
Access Quality GOOD
Access Type
Leasehold (Y=Leasehold)
Drainage POOR
Front Traffic MEDIUM
Street PAVED CURB & GUTTER
Topography LOW LEVEL
Utilities PUBLIC WATER PUBLIC SFWFR
Wellsite N
Wet Land

CONDOMINIUM INFORMATION

Common Area 0
Undivided Interest 0.00

RESIDENTIAL INVENTORY

APPRAISAL INFORMATION

Legal CAMPBELL CREEK COMMERCIAL PARK
 Site Addr 5225 JUNEAU ST
 Property Info # Descr MANUFACTURING/PRC

Parcel 009-252-27-000

01 of 04

Owner ALASKA WILD BERRY PRODUCTS INC

01
02

RESIDENTIAL STRUCTURE INFORMATION

Style	Story Height
Exterior Walls	Total Rooms
Year Built	Bed Rooms
Remodeled	Recreation Rooms
Effective Year Built	Full Baths
Heat Type	Half Baths
Heat System	Additional Fixtures
Fuel Heat Type	Fireplace Stacks
Extra Value	
Grade	Openings
Cost&Design Factor	Free Standing
Condition	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 CAMPBELL CREEK COMMERCIAL PARK
LT E-1D

Parcel 009-252-27-000

01 of 04

01
02

Owner ALASKA WILD BERRY PRODUCTS INC

Site Addr 5225 JUNEAU ST

5225 JUNEAU STREET
ANCHORAGE

AK 99518

Prop Info # MANUFACTURING/PROCESSING

BUILDING INFORMATION

Structure Type MANUFACTURING

Building SQFT 21,678

Year Built 1994

Grade B

Effective Year Built 1994

Property Information # 01

Building Number 01

Identical Units 01

Number of Units 001

INTERIOR DATA

Floor	Level	Partitions	Heat System	Air Conditioner	Plumbing	Physical Condition	Functional
01	01	NORMAL	HOT AIR	NONE	ADEQUATE	NORMAL	NORMAL
02	02	NORMAL	HOT AIR	NONE	ADEQUATE	NORMAL	NORMAL

Floor	Level	Partitions	Heat System	Air Conditioner	Plumbing	Physical Condition	Functional
01	01	NORMAL	HOT AIR	NONE	ADEQUATE	NORMAL	NORMAL
02	02	NORMAL	HOT AIR	NONE	ADEQUATE	NORMAL	NORMAL

EXTERIOR DATA

Floor	Level	Size	Perim	Use Type	Hgt	Wall Type	Const Type
01	01	13,877	538	RETAIL	14	FRAME T-111	WOOD JOIST(WD & STL)
02	02	7,801	496	MULTI-USE STORAGE	10	FRAME T-111	WOOD JOIST(WD & STL)

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01	01	13,877	538	RETAIL	14	FRAME T-111	WOOD JOIST(WD & STL)
02	02	7,801	496	MULTI-USE STORAGE	10	FRAME T-111	WOOD JOIST(WD & STL)

BUILDING OTHER FEATURES - ATTACHED IMPROVEMENTS

Type	Qty	Size1	Size2
PORCH COVERED	01	2,016	1
SPRINKLER WET	01	21,678	1
CANOPY SVC STATION	01	240	1
COOLER-CHILLER	01	328	1
COOLER-FREEZER	01	288	1
COOLER-FREEZER	01	609	1
OVHD DR MTR OP	01	120	1

OTHER BUILDINGS AND YARD IMPROVEMENTS

Type	Size/Amt	Units	Yr/Built	Condition	Funct/Utility
PAVING ASPHALT PK	9,000	01	1994	NORMAL	NORMAL

Type	Size/Amt	Units	Yr/Built	Condition	Funct/Utility
PAVING ASPHALT PK	9,000	01	1994	NORMAL	NORMAL

BUILDING PERMIT INFORMATION**APPRAISAL INFORMATION**

Legal CAMPBELL CREEK COMMERCIAL PARK
LT E-1D

Parcel 009-252-27-000

01 of 04

01
02

Owner ALASKA WILD BERRY PRODUCTS INC

Prop Info # MANUFACTURING/PROCESSING
Site Addr 5225 JUNEAU ST

5225 JUNEAU STREET
ANCHORAGE AK 99518

BUILDING PERMITS

Permit # 02 5469
03 5852
05 6206

Class Type C

Class Use STORE

Date May 23, 2002

Address 5225 JUNEAU ST

Cond Occ/Occ 20030801 | 00000000

Certification

Contract Type GENERAL CONTRACTOR

Name ACCENTS OF ALASKA *R

E-mail

Phone (907) 229-8398

Fax (907) 522-0777

Address P.O. BOX 113141

City/State/Zip ANCHORAGE AK 99511-3141

Project ALASKA WILDBERRY KIOSK

Sewer / Water PUBLIC | PUBLIC

Work Type ADDITION

Work 1,124 sq ft Kiosk; Coffe/Ice Cream Shop

Description

CASES

2006-026

Case Number 2006-026

of Parcels 1

Hearing Date Friday, January 20, 2006

PERMIT COMMENT

OWNER HISTORY

APPRAISAL INFORMATION

Legal CAMPBELL CREEK COMMERCIAL PARK
LT E-1D

Parcel 009-252-27-000

01 of 04

01
02

Property Info # Descr MANUFACTURING/PROCESSING

Site Address 5225 JUNEAU ST

Current 01/02/01
ALASKA WILD BERRY PRODUCTS INC

5225 JUNEAU STREET
ANCHORAGE AK 99518 1483

3rd
0000 0000 //

Prev 2512 0000 10/11/93
ALASKA WILD BERRY PRODUCTS &
GRASER CARYL LEE IRREV TRUST &
SCHWAIGER TRUST & POEHLING O
5225 JUNEAU STREET
ANCHORAGE AK 99518

4th
0000 0000 //

2nd
0000 0000 //

5th
0000 0000 //

ON-SITE WATER \ WASTE WATER

APPRAISAL INFORMATION

Legal CAMPBELL CREEK COMMERCIAL PARK
LT E-1D

Parcel 009-252-27-000

01 of 04

Owner ALASKA WILD BERRY PRODUCTS INC

01
02

Site Addr 5225 JUNEAU ST
Land Use MANUFACTURING/PROCESSING

5225 JUNEAU STREET
ANCHORAGE AK 99518

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 CAMPBELL CREEK COMMERCIAL PARK
LT E-1D

Parcel 009-252-27-000

01 of 04

Owner ALASKA WILD BERRY PRODUCTS INC

Site Addr 5225 JUNEAU ST

Prop Info # MANUFACTURING/PROCESSING

5225 JUNEAU STREET
ANCHORAGE

AK 99518

ASSESSMENT

Assessment 03
06

Description LUC94-S-1

Assessment Area 0

Original Assessment 2,612.85

Original Principal 2,612.85

Annual Payment 351.78

YTD Payment 0.00

Delinquent Payment 0.00

Unbilled Payment 0.00

RESOLUTION

Resolution R35694
WMEA93

PLAT

000144

Status ACTIVE

Total Area 173,238

LAST PAYMENT INFORMATION

Date Friday, April 01, 2005

Principal 0.00

Payment 0.00

Delinquent Interest 0.00

Penalty 0.00

Bond Interest 0.00

Cost 0.00

Content ID : 003780**Type:** AR_AllOther - All Other Resolutions

ALCOHOLIC BEVERAGES CONDITIONAL USE IN THE I-1

Title: DISTRICT FOR A RESTAURANT/EATING PLACE USE PER AMC
21.40.200 B.1.K. FOR ALASKA WILD BERRY PRODUCTS INC.**Author:** weaverjt**Initiating Dept:** Planning

ALCOHOLIC BEVERAGES CONDITIONAL USE IN THE I-1

Description: DISTRICT FOR A RESTAURANT/EATING PLACE USE PER AMC
21.40.200 B.1.K. FOR ALASKA WILD BERRY PRODUCTS INC.**Date Prepared:** 3/14/06 9:13 AM**Director Name:** Tom Nelson**Assembly****Meeting Date** 3/28/06**MM/DD/YY:****Public Hearing****Date MM/DD/YY:** 3/28/06**Workflow History**

<u>Workflow Name</u>	<u>Action Date</u>	<u>Action</u>	<u>User</u>	<u>Security Group</u>	<u>Content ID</u>
AllOtherARWorkflow	3/14/06 9:17 AM	Checkin	weaverjt	Public	003780
Planning_SubWorkflow	3/17/06 9:33 AM	Approve	nelsontp	Public	003780
ECD_SubWorkflow	3/17/06 9:36 AM	Approve	thomasm	Public	003780
MuniManager_SubWorkflow	3/17/06 11:38 AM	Approve	leblancdc	Public	003780
MuniMgrCoord_SubWorkflow	3/17/06 11:55 AM	Approve	abbottmk	Public	003780

2006 MAR 17 PM 2:26
CLERKS OFFICE
M.O.A.