

Submitted by: Chair of the Assembly at
the Request of the Mayor
Prepared by: Planning Department
For reading: November 13, 2007

CLERK'S OFFICE

ANCHORAGE, ALASKA

APPROVED
Date: 12-7-07

AO No. 2007-157

AN ORDINANCE OF THE ANCHORAGE MUNICIPAL ASSEMBLY AMENDING THE ZONING MAP, AND PROVIDE FOR THE REZONING OF LOT 7A, BLOCK 57, L STREET SLIDE REPLAT, FROM R-3 TO R-O SL; GENERALLY LOCATED AT THE NORTHEAST CORNER OF M STREET AND 6TH AVENUE. (South Addition Community Council) (Planning and Zoning Case 2007-143)

THE ANCHORAGE ASSEMBLY ORDAINS:

Section 1. The zoning map shall be amended by designating the following described property as R-O SL (Residential-Office District with special limitations):

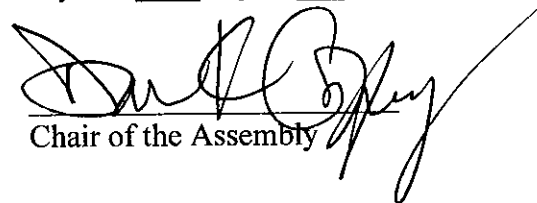
Lot 7A, Block 57, L Street Slide Replat; generally located at the northeast corner of M Street and 6th Avenue, containing approximately 0.24 acres, as shown on Exhibit "A."

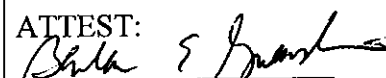
Section 2. The zoning map amendment described in Section 1 shall be subject to the following special limitations regarding the uses of the property: Upon any commercial redevelopment of this site, direct vehicular access to M Street is limited to that which currently exists.

Section 3. The special limitations set forth in this ordinance prevail over any inconsistent provision of Title 21 of the Anchorage Municipal Code, unless specifically provided otherwise. All provisions of Title 21 of the Anchorage Municipal Code not specifically affected by a special limitation set forth in this ordinance shall apply in the same manner as if the district classification applied by this ordinance were not subject to special limitations.

Section 4. This ordinance shall become effective within 10 days after the Director of the Planning Department has received the written consent of the owners of the property within the area described in Section 1 above to the special limitations contained herein. The rezoning approval contained herein shall automatically expire, and be null and void if the written consent is not received within 120 days after the date on which this ordinance is passed and approved. The Director of the Planning Department shall change the zoning map accordingly.

PASSED AND APPROVED by the Anchorage assembly this 11th day of December 2007.


Chair of the Assembly

ATTEST:

Municipal Clerk

(Tax ID Number 001-032-01)

AM 694-2007

MUNICIPALITY OF ANCHORAGE
Summary of Economic Effects -- General Government

AO Number: 2007- 157	Title: An Ordinance amending the zoning map, and providing for the rezoning of approximately 0.24 acres from R-3 to R-O; for Lot 7A, Block 57, L Street Slide Replat, generally located on the northeast corner of M Street and 6th Avenue.
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Sponsor:
Preparing Agency: Planning Department
Others Impacted:

CHANGES IN EXPENDITURES AND REVENUES:		(In Thousands of Dollars)			
	FY07	FY08	FY09	FY10	
Operating Expenditures					
1000 Personal Services					
2000 Non-Labor					
3900 Contributions					
4000 Debt Service					
TOTAL DIRECT COSTS:	\$ -	\$ -	\$ -	\$ -	
Add: 6000 Charges from Others					
Less: 7000 Charges to Others					
FUNCTION COST:	\$ -	\$ -	\$ -	\$ -	
REVENUES:					
CAPITAL:					
POSITIONS: FT/PT and Temp					

PUBLIC SECTOR ECONOMIC EFFECTS:

Approval of this rezone should have no significant impact on the public sector. No additional public improvements are required.

PRIVATE SECTOR ECONOMIC EFFECTS:

Approval of the rezoning should have no significant economic impact on the private sector.

Property Appraisal notes: The proposed rezone does not negatively impact the current use of the subject property. The appraised value may increase due to additional uses allowed by the rezoning.

Prepared by:	<u>Jerry T. Weaver Jr.</u>	Telephone: <u>343-7939</u>
Validated by OMB:	<u> </u>	Date: <u> </u>
Approved by:	<u> </u> (Director, Preparing Agency)	Date: <u> </u>
Concurred by:	<u> </u> (Director, Impacted Agency)	Date: <u> </u>
Approved by:	<u> </u> (Municipal Manager)	Date: <u> </u>



MUNICIPALITY OF ANCHORAGE ASSEMBLY MEMORANDUM

No. AM 694-2007

Meeting Date: November 13, 2007

From: Mayor

Subject: Planning and Zoning Commission recommendation of approval for a rezoning of approximately 0.24 Acres From R-3 (Multiple Family Residential) to R-0 SL (Residential Office) with Special Limitations, for L Street Slide Replat, Block 57, Lot 7A; generally located at the northeast corner of M Street and 6th Avenue.

1
2 On September 10, 2007, the Planning and Zoning Commission recommended
3 approval to rezone the subject property from R-3 to R-O SL. The petitioners are
4 Barbara and Garrett Wong.

5
6 The petitioners are requesting a rezoning of the property from R-3 to R-O, to allow
7 the petitioners to live in the existing residential building, as well as to relocate their
8 financial planning business to the residence. The limitations of a home occupation
9 would not support their business needs within the structure. Twenty-five percent
10 gross floor area or 500 square feet, whichever is less, would not allow the potential
11 need to bring in one additional non-resident employee. No external changes to the
12 building would be required.

13
14 As the lots in the general area are owned separately, it is unlikely that they would be
15 reconfigured into one lot to facilitate a larger development. Within the RO district,
16 there are limitations on more intense development regarding existing infrastructure and
17 site conditions. The petition site is slope affected and access must remain from the
18 alley on the east side, as it is too steep to access down to M Street. The general area has
19 limitations regarding existing infrastructure that prevents much more intense
20 development. Although unlikely, it is possible that future, more intensive, office
21 development could occur on the site that could impact the residential area to the west if
22 vehicular access is not limited on M Street. To alleviate this concern, a special
23 limitation was recommended to prohibit vehicular access to M Street upon
24 redevelopment.
25

1 As proposed, the rezoning is generally consistent with the Anchorage 2020 Plan and
2 meets the "Zoning Map Amendment Standards" for approval in accordance with
3 AMC 21.20.090. The proposed residential density, with the restriction on access to
4 M Street, is compatible with the surrounding densities and uses.

5
6 The Planning and Zoning Commission recommended APPROVAL of the rezone to
7 R-O SL, for L Street Slide Replat, Block 57, Lot 7A, by a vote of eight ayes and zero
8 nays.

9
10 THE ADMINISTRATION CONCURS WITH THE PLANNING AND ZONING
11 COMMISSION RECOMMENDATION FOR THE REZONING REQUEST.

12
13 Prepared by: Jerry T. Weaver Jr., Zoning Administrator, Planning Department

14 Concur: Tom Nelson, Director, Planning Department

15 Concur: Mary Jane Michael, Executive Director, Office of Economic and
16 Community Development

17 Concur: James N. Reeves, Municipal Attorney

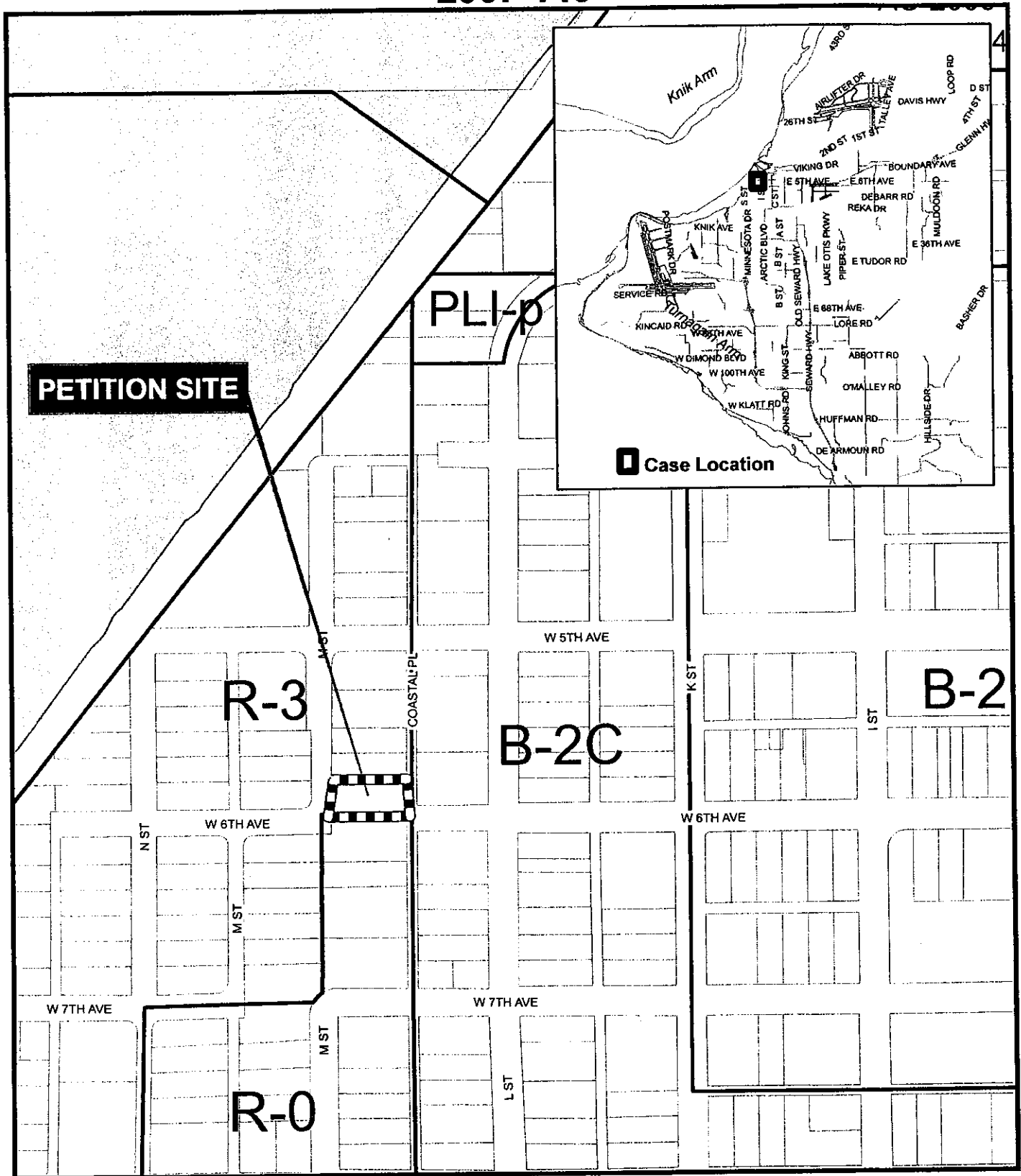
18 Concur: Denis C. LeBlanc, Municipal Manager

19 Respectfully submitted, Mark Begich, Mayor
20
21
22

(Case 2007-143; Tax I.D. Number 001-032-01)

REZONE 2007-143

EXHIBIT A



Municipality of Anchorage
Planning Department

Date: July 19, 2007

Flood Limits

- 100 Year
- 500 Year
- Floodway



MUNICIPALITY OF ANCHORAGE
PLANNING AND ZONING COMMISSION RESOLUTION NO. 2007-063

A RESOLUTION APPROVING A REZONING FROM R-3 (MULTIPLE FAMILY RESIDENTIAL) DISTRICT TO R-O (RESIDENTIAL-OFFICE) DISTRICT FOR L STREET SLIDE REPLAT, BLOCK 57, LOT 7A, CONSISTING OF APPROXIMATELY 0.24 ACRES; GENERALLY LOCATED ON THE NORTHEAST CORNER OF M STREET AND 6TH AVENUE.

(Case 2007-143; Tax I.D. No. 001-032-01)

WHEREAS, a request has been received from Garrett and Barbara Wong to rezone approximately 0.24 acres from R-3 (Multiple Family Residential) to R-O (Residential Office District) for L Street Slide Replat, Block 57, Lot 7A; generally located on the northeast corner of M Street and 6th Avenue, and

WHEREAS, the Northeast Community Council passed a resolution in support of the rezoning request, and

WHEREAS, notices were published, posted, public hearing notices were mailed, and a public hearing was held on September 10, 2007.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Planning and Zoning Commission that:

A. The Commission makes the following findings of fact:

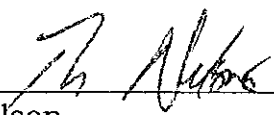
1. The petitioner is requesting to rezone the petition site from R-3 (Multiple Family Residential) to R-O (Residential-Office). The parcel is a rectangular lot, bordered by M Street to the west and an alley (Coastal Place) to the east.
2. The subject property was platted with the original Anchorage area townsite in the 1940's but the petition site was actually created in 1967, with the L Street Slide replat that occurred on the Downtown bluff area after the 1964 earthquake. The petition area was originally zoned R-3 in 1952, but the area to the south and east was rezoned to R-O, then later the eastern properties were rezoned to B-2C as a result of the adoption of the Central Business District Plan.
3. The area rezoning which created the separation of the R-3 from the R-O and B-2C used street and alley boundaries to separate the districts, as is common practice. In this case, 6th Avenue used to border the petition site on the south side, and this was used as the dividing line between the R-O to the south and the R-3 for the site and to the north. With the replat of the area which was necessary after the 1964 earthquake to

adjust lot lines due to the land movement, the 6th Avenue ROW was vacated as it was not buildable due to slope.

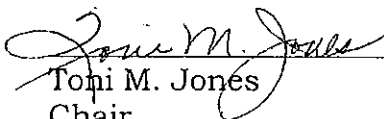
4. The area is not designated in *Anchorage 2020, Anchorage Bowl Comprehensive Plan*, but is adjacent to the Downtown Redevelopment/Mixed-Use Area and Major Employment Center. The adjacent M Street is not classified in this location, and is not built to urban residential standards. Due to the strong change in topography on the west side down to M Street, access from the site is from the abutting eastern alley (Coastal Place).
 5. The Commission finds that the steepness of the slope on this property would inhibit the ability to create additional parking. The Commission further finds that this rezoning is an extension of the R-O zoning by one lot and it is an appropriate use for this land.
 6. The Commission recommended approval of the request by a unanimous vote.
- B. The Commission recommends to the Anchorage Assembly that the subject property be rezoned to R-O SL, subject to the following special limitation:
1. Upon any commercial redevelopment of this site, direct vehicular access to M street is limited to that which currently exists.

PASSED AND APPROVED by the Municipal Planning and Zoning Commission on the 10th day of September, 2007.

1st ADOPTED by the Anchorage Municipal Planning and Zoning Commission this day of October 2007.



Tom Nelson
Secretary



Topi M. Jones
Chair

(Case 2007-143; Tax I.D. No. 001-032-01)

Girdwood, subject to Staff conditions 1 through 7. COMMISSIONER ISHAM seconded.

COMMISSIONER PEASE proposed a friendly amendment to add a condition 8 "This conditional use includes any necessary ATF approvals for on-site storage of explosives." *This was accepted as a friendly amendment.*

COMMISSIONER PALMER supported his motion, finding that this conditional use allows rebuilding of a facility that was destroyed by fire. He believed the Staff conditions and the additional condition ensure that landscaping and other responsibilities are achieved.

AYE: Pease, Fredrick, Josephson, Jones, Isham, Palmer, Wang, Phelps

NAY: None

PASSED

3. 2007-131

Phyllis Janke. A conditional use to allow a Hydro-Electric Power Plant Facility in the R-10SL zoning district. Highland Hills #4 Subdivision, Tract 3A. Located at 6651 Hiland Road.

POSTPONED TO OCTOBER 8, 2007

4. 2007-143

Garret & Barbara Wong. A request to rezone approximately .24 acres from R-3 (Multiple Family Residential to R-O (Residential-Office). Original Townsite, Block 57, Lot 7A. Located at 548 Coastal Place.

Staff member ANGELA CHAMBERS reviewed the request before the Commission. The Department finds the proposed zoning is consistent with the *Anchorage 2020 Anchorage Bowl Comprehensive Plan* and the range of density and uses called for in the Land Use Policy Map. The rezoning proposal meets the requirements of AMC 21.20.090 and 21.05.080. The petition site is a rectangular lot developed with a 1.5 story single-family house bordered by M Street to the west and an alley (Coastal Place) to the east. Sixth Avenue dead-ends at the site. After the 1964 earthquake, the 6th Avenue right-of-way was vacated as it was not buildable. The 1952 zoning of the property is R-3. Later the eastern properties were rezoned to B-2C. Sixth Avenue used to border the petition site on the south side, and this was used as the dividing

line between the R-O to the south and the R-3 for the site and to the north. This property is not within the boundaries of a current downtown planning process or changes to development standards. The Department found the request conforms to the *Comprehensive Plan* and recommends rezoning to R-O. Because of traffic and street configurations in the area, the Department recommends the following special limitation: "Upon any commercial redevelopment of this site, direct vehicular access to M street is limited to that which currently exists." There is some parking off of M Street at the petition site. The maximum parking that could be placed at that location is 6 to 8 spaces. Were the site to be redeveloped into a larger or more intense commercial use, there would be a conflict with that substandard street. The special limitation addresses this concern.

The public hearing was opened.

KEN AYERS, representing the petitioner, stated the petitioners have a purchase agreement, pending this rezoning, to use the structure as a primary residence and operate a financial planning business occupying 500 SF of the structure. There is the potential to bring on an employee on-site in the future. There is no intent to modify the structure.

COMMISSIONER JOSEPHSON asked what kind of traffic exists to the current office location. MR. AYERS understood there are two people doing financial planning and perhaps two clients overlapping at that site; this property has parking for 7 vehicles from Coastal Place and others from M Street.

COMMISSIONER PEASE asked how the height limitation changes by virtue of rezoning from R-3 to R-O and does that present any view conflicts for neighbors. MS. CHAMBERS replied that height restrictions are based on floor area ratio restrictions in the R-O. The R-3 has a height limitation of 35 feet. This lot has severe restrictions that would restrict the height to that comparable to the R-3. This situation also creates the inability to develop more parking and the property is in Seismic Zone 5. The Department had concern regarding height and potential uses and considered the most intense possible use; with the special limitation as proposed, the Department does not see issues of concern with view shed and height.

COMMISSIONER JOSEPHSON asked if this rezone would be for this lot only. MS. CHAMBERS replied that this is extending the R-O zoning district by one lot only.

COMMISSIONER PEASE asked how parking is limited. MS. CHAMBERS replied that from site visits and Staff discussions, it appears that without severe cuts into slope, the maximum spaces that can be developed already exist. Principal access will remain on Coastal Place. COMMISSIONER PEASE did not read the special limitation as limiting parking. MS. CHAMBERS explained that if the Commission would like to place a limit on the number of parking spaces, it could do so. The Department is comfortable after taking a serious look at this case that the special limitation as proposed is sufficient to address these concerns. COMMISSIONER PEASE asked if restricting parking to 6 to 8 spaces from M Street is acceptable to the petitioner. MR. AYERS stated that if there were commercial development on this site, a number of reviews would be triggered. He thought the special limitation was sufficient as worded; it was intended to limit parking and access. He felt protections exist through the building permit process.

The public hearing was closed.

COMMISSIONER ISHAM moved for approval of request to rezone approximately 0.24 acres from R-3 (Multiple Family Residential) to R-O (Residential Office District), subject to the following special limitation: Upon any commercial redevelopment of this site, direct vehicular access to M Street is limited to that which currently exists. COMMISSIONER WANG seconded.

COMMISSIONER ISHAM stated he is familiar with this area and he believed the steepness of the slope on this property would inhibit the ability to create additional parking. This rezoning is an extension of the R-O zoning by one lot and it is an appropriate use for this land.

AYE: Pease, Fredrick, Josephson, Jones, Isham, Palmer, Wang
NAY: None

PASSED

5. 2007-057

James & Linda Perkins. A Conditional Use for Large Domestic Animals in the R-6 Zoning District. Amazing Grace Subdivision, Lot 7 & Straley Subdivision Lot 8. Located at 7340 Holman Avenue.

Staff member AL BARRETT apologized to the Commission and the public for the lateness of the packet, which was distributed this afternoon. He stated 56 public hearing notices were mailed, 20 were

**PLANNING DEPARTMENT
PLANNING STAFF ANALYSIS
REZONING**

G.4.

DATE: September 10, 2007

CASE NO.: 2007-143

APPLICANT: Garrett & Barbara Wong

REPRESENTATIVE: Lounsbury & Associates, Inc.

REQUEST: A request to rezone approximately 0.24 acres from R-3 (Multiple Family Residential) to R-O (Residential Office District)

LOCATION: L Street Slide Replat, Block 57, Lot 7A

SITE ADDRESS: 548 Coastal Place

COMMUNITY COUNCIL: South Addition

TAX NUMBER: 001-032-01

ATTACHMENTS:

1. Zoning & Location Maps
2. Departmental Comments
3. Application
4. Posting Affidavit
5. Historical Information

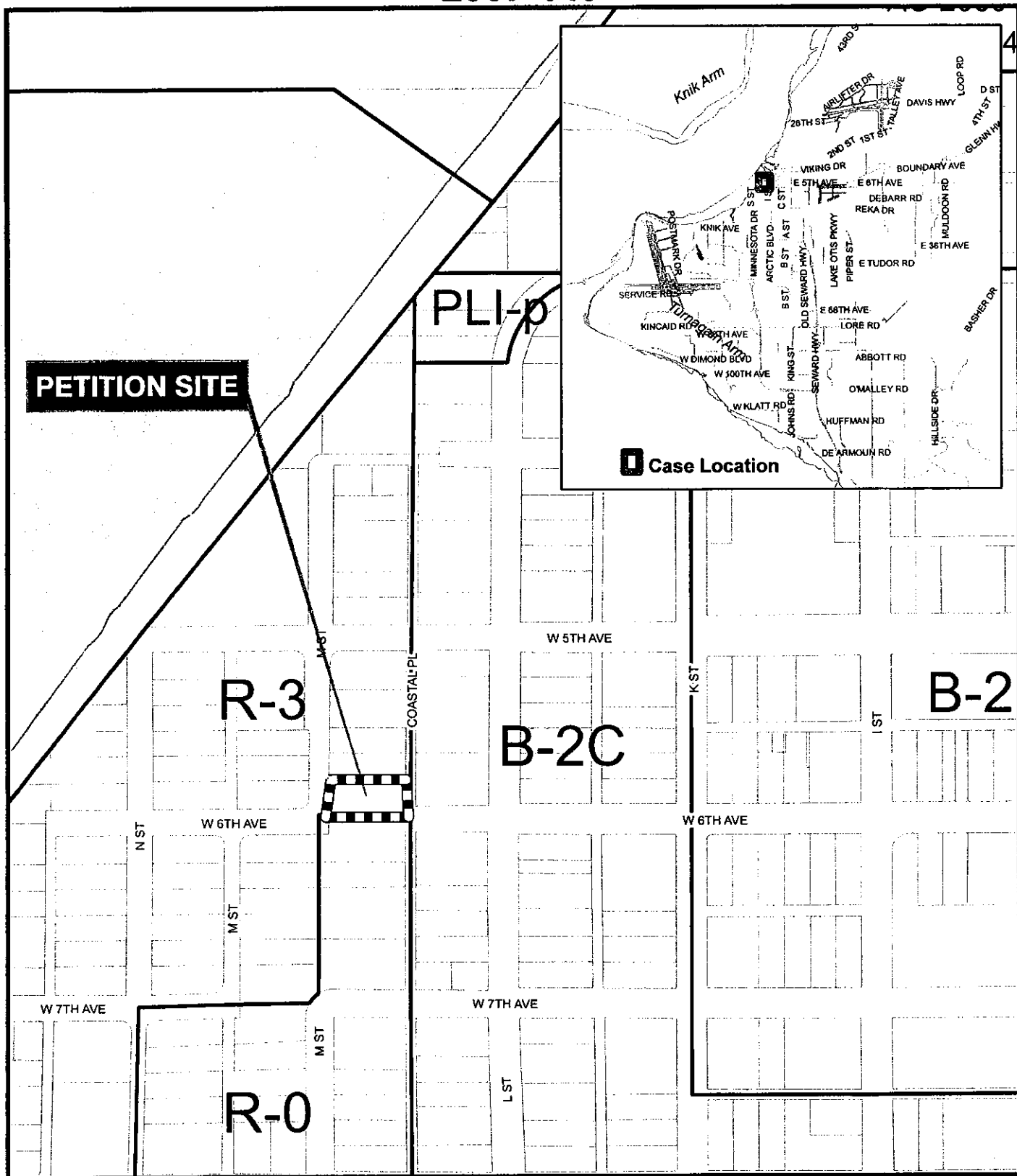
SITE:

Acres: 0.24 Acres (10,380 SF)
Vegetation: Residential Vegetation
Zoning: R-3 AMC 21.40.050
Topography: Slope Affected
Existing Use: Residential and Bed & Breakfast
Soils: Public Sewer and Water Available to site

COMPREHENSIVE PLAN:

Classification: Anchorage 2020 – Adjacent to a Redevelopment/Mixed-Use

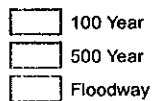
**REZONE
2007-143**



**Municipality of Anchorage
Planning Department**

Date: July 19, 2007

Flood Limits



Density: Area and Major Employment Center;
1982 Plan - Residential
Anchorage 2020 – N/A
1982 Plan – 21-35 DUA

SURROUNDING AREA:

	<u>NORTH</u>	<u>EAST</u>	<u>SOUTH</u>	<u>WEST</u>
Zoning:	R-3	R-3	R-O	B-2C
Land Use:	Single-Family; Multiple Family	Mixed Density Residential	Mixed Density Residential	Multiple Family Residential/ Commercial

PROPERTY HISTORY:

1952	Zoning	Petition area zoned R-3, by OR 1030, City of Anchorage.
1965	Zoning	Area south of petition site zoned R-O, City of Anchorage.
1967	Plat 67-30	Petition site created.

SITE DESCRIPTION AND PROPOSAL:

The petitioner is requesting to rezone the petition site from R-3 (Multiple Family Residential) to R-O (Residential-Office). The parcel is a rectangular lot, bordered by M Street to the west and an alley (Coastal Place) to the east.

The subject property was platted with the original Anchorage area townsite in the 1940's but the petition site was actually created in 1967, with the L Street Slide replat that occurred on the Downtown bluff area after the 1964 earthquake. The petition area was originally zoned R-3 in 1952, but the area to the south and east was rezoned to R-O, then later the eastern properties were rezoned to B-2C as a result of the adoption of the Central Business District Plan.

The area rezoning which created the separation of the R-3 from the R-O and B-2C used street and alley boundaries to separate the districts, as is common practice. In this case, 6th Avenue used to border the petition site on the south side, and this was used as the dividing line between the R-O to the south and the R-3 for the site and to the north. With the replat of the area which was

necessary after the 1964 earthquake to adjust lot lines due to the land movement, the 6th Avenue ROW was vacated as it was not buildable due to slope.

The area is not designated in *Anchorage 2020, Anchorage Bowl Comprehensive Plan*, but is adjacent to the Downtown Redevelopment/Mixed-Use Area and Major Employment Center. The adjacent M Street is not classified in this location, and is not built to urban residential standards. Due to the strong change in topography on the west side down to M Street, access from the site is from the abutting eastern alley (Coastal Place).

The applicant is seeking a rezone to R-O to allow the petitioner to live in the existing residential building, as well as to relocate their financial planning business to the residence. The limitations of a home occupation would not support business area needs within the structure 25% GFA or 500 SF, whichever is less), and would not allow the potential need to bring in one additional non-resident employee. No external changes to the building would be required. The existing bed and breakfast on the site would cease to exist.

COMMUNITY COMMENTS:

On August 16, 2007, 257 public hearing notices (PHN) were mailed. As of the time this report was written, three responses have been received, with two in favor, and one against. Two of the three noted parking concerns regarding any commercial expansion. There was no response from the Community Council.

FINDINGS:

21.20.090 Standards for Zoning Map Amendments, and 21.05.080 Implementation – Anchorage Bowl Comprehensive Development Plan Maps

A. Conformance to the Comprehensive Plan.

The Generalized Residential Intensity Plan of the 1982 Comprehensive Plan shows this area to be intended for 21 to 35 dwelling units per acre. The site is located directly adjacent to the Downtown area of the Anchorage Bowl area. *Anchorage 2020 Anchorage Bowl Comprehensive Plan* Land Use Policy Map shows the petition sit is located adjacent to a Redevelopment/Mixed-Use Area and Major Employment Center.

How ANCHORAGE 2020 Addresses Downtown/Midtown:

- Downtown/Midtown areas evolve to more intensive urban centers, with core office, business, arts and cultural facilities and activities.
- Downtown connects to a redeveloped and revitalized Ship Creek area.
- Higher residential densities and compatible, pedestrian-oriented mixed land uses are promoted.
- Infill and redevelopment gradually revitalize older areas and bring more residents to Downtown/Midtown neighborhoods.
- Unique architectural and site design standards and incentives improve the appearance and function of Downtown/Midtown.
- Midtown Park is developed with Loussac Library as a focal point of Midtown.
- A multi-choice transportation system is provided.

Major employment centers will be the most intensely developed areas of the Municipality. They will serve as focal points for the highest concentrations of office employment, together with supporting retail and commercial uses. **Redevelopment/mixed use areas** have been identified near all major employment centers. Residential redevelopment near these sites will be at medium and high densities to enable more people to live close to work. Below are the *Anchorage 2020* intent and implementation statements regarding these two Policy areas.

Major Employment Centers

Intent: Three specific areas of the Anchorage Bowl are intended to provide the highest concentrations of office employment (greater than 50 employees/acre), and the attendant infrastructure to support a mix of high intensity land uses in order to support a more balanced transportation system. Medium to high density residential developments are intended to surround these core employment centers. Higher density mixed-use development that includes residential uses would also be encouraged within the employment center core. There is an emphasis on connectivity among the land uses to include and facilitate pedestrian and transit facilities along with traditional auto access.

Limiting the number of employment centers to the three areas identified on the Land Use Policy Map has an advantage in that it encourages the concentration of medium- to high-density office development in well-defined, compact employment centers. Over the past 20 years, medium- to high-density office employment has been scattered throughout the Anchorage Bowl, resulting in more travel in single occupant vehicles. This plan seeks to increase employment densities to 50 to 75 employees per acre

in major employment centers. Presently, the downtown area has attained this employment density; however, the Midtown and University/Medical areas have begun to develop with higher densities and have the potential to accommodate significant density increases. The University/Medical area, for example, is Anchorage's leading workplace for education (estimated 3,000 jobs), health care and social services (estimated 5,000 jobs) and miscellaneous support services (estimated 500 jobs). The 8,500 jobs account for about 7 percent of the total jobs in the Anchorage Bowl. Although other areas such as the Ted Stevens Anchorage International Airport and the Dimond Center area have high overall employment totals, a relatively low-density employment pattern has been established which would be difficult to change.

Mixing supportive retail uses, such as restaurants, branch banks, and shopping, with office developments is another important major employment center feature. Having a car available at midday is less important to workers in mixed commercial/office developments because those services are available within walking distance. Auto-oriented retail businesses should be discouraged in employment centers as they are generally low-density developments and not conducive to a good pedestrian environment. A current example includes Central Business District zoning, which prohibits auto-oriented retail uses.

Walking should be the mode of choice for short trips within major employment centers. To create a more walkable environment, priority should be given to the development of a pedestrian network. Pedestrian design guidelines incorporating landscaping, street furniture, limited protection from weather and street noise, and pedestrian-scale lighting should be adopted.

New building construction within the employment areas should be oriented to the street and parking lots should be located behind buildings where possible. Large setbacks associated with commercial and office buildings are major impediments to pedestrian activity.

To create the vitality that major employment centers need to be successful, public focal points such as plazas and parks should be enhanced or added. The Loussac Library and proposed Midtown Park could serve as such a focal point for a portion of the Midtown employment center. The incorporation of public art within the centers would also enhance pedestrian interest.

Implementation: Implementation begins with Land Use Policy #23 (See Chapter 5). Additional direction and details will be provided in each area's district plan: the Central Business District Plan, the Midtown District Plan and the University and Medical District Framework Master Plan. Additional tools will be new Title 21 land use ordinances, including revised B-2 and B-3 zoning district regulations.

The Downtown Plan is currently being revised, along with new standards for the zoning. However, the petition site is not currently a part of the designated Downtown Plan area. It is located on the border of the Central Business District, and is requesting to be included in the residential/office transition district.

Redevelopment/Mixed Use Areas

Intent: Redevelopment/Mixed Use Areas are distinct sections of the Bowl where redevelopment of underutilized parcels and infill development of vacant parcels will concentrate on pedestrian-oriented residential and mixed-use development that support and connect to Major Employment Centers. These areas are intended to develop into "urban villages", to provide a balance between the housing supply and neighborhood amenities and the concentration of jobs in the nearby employment centers. Connectivity between redevelopment areas and employment centers will include pedestrian and transit links.

Medium-to high-density residential mixed-use areas have been designated near the major employment centers. The intent is to create more opportunities for people to live close to work. This not only shortens commuting distances, but it also leads to the creation of more lively employment centers.

In Anchorage, as in most American cities, there is presently an imbalance between the number of jobs in an area and the supply of housing available for workers filling those jobs. One of the areas of greatest disparity between jobs and housing is Midtown, where workers outnumber residents by a ratio of more than three to one.

Opportunities to address worker/resident imbalances through the development of new housing units on vacant lots are limited. In most cases, new housing in these areas will have to be built on under-utilized or redeveloped properties.

To create viable residential communities next to employment centers, additional retail and support services may be needed in these areas. Public improvements, such as neighborhood parks and pedestrian improvements should also be considered as a means of encouraging new housing development.

To minimize impacts on established neighborhoods and to support a well-planned and integrated development, consolidation of small lots prior to redevelopment will be encouraged.

Implementation: Land Use Policy #s 10, 14, 17, and 20 provide the foundations for the Redevelopment/Mixed Use concept. Implementation includes development of district plans: Central Business District Plan, Midtown District Plan, and University and Medical District Framework Master Plan. Changes necessary to ensure that residential and pedestrian-oriented, mixed-use development are accomplished will be directed by new Title 21 ordinances, including:

1. zoning district revisions and design standards; and,
2. economic incentives such as density bonus points, reinvestment incentives, transfer and purchase of development rights, and tax increment financing methods.

General Discussion

The petition site is constructed with a relatively newly remodeled, well designed, 1.5 story single family structure. There is currently a bed and breakfast operated at the site. The area rezoning which created the separation of the R-3 from the R-O and B-2C used street and alley boundaries to separate the districts, as is common practice. In this case, 6th Avenue used to border the petition site on the south side, and this was used as the dividing line between the R-O to the south and the R-3 for the site and to the north. With the replat of the area which was necessary after the 1964 earthquake to adjust lot lines due to the land movement, the 6th Avenue ROW was vacated as it was not buildable due to slope.

The applicant's representative indicated there are no development plans at this time. The bed and breakfast operation is intended to not continue at this location, pending the rezone request. The petitioner plans to operate their financial planning business out of the home, and also to make this their dwelling.

The other uses allowed for offices in the R-O district have no greater an impact than that proposed by the petitioner. Concerns about heavier impacts of larger and taller office structures, medical facilities, etc. do not apply to the petition area as the lot is not large enough to develop with larger structures than smaller multi-family and potentially mixed residential/office as currently exists. This general R-O area is very narrow at only one lot deep in the immediate area, and three lots deep further south with separations by developed streets and alleys. All the lots are generally less than 15,000 square feet in size. Due to characteristics of use that are required with development, such as parking, landscaping, snow storage, etc., it is not likely that the site would be redeveloped with a much larger structure and much more intense use than that which exists. The proposed use would have less traffic than that of a bed and breakfast.

As the lots in the general area are owned separately, it is unlikely that in the near future they would be reconfigured into one lot to facilitate larger development. There are also limitations on more intense development regarding existing infrastructure. The petition site, for example, is slope affected. Access is, and must remain with this development, from the alley on the east side, as it is too steep to access down to M Street. The general area has limitations regarding existing infrastructure that prevent much more intense development

The proposed office/residential use is in conformance with the intent of the adjacent residential/mixed use area, and due to development limitations on the parcel, is not in conflict with the adjacent residential area.

Although unlikely, it is possible that future, more intensive, office development could occur on the site that could impact the residential area to the west if vehicular access is not limited on M Street. A special limitation to prohibit vehicular access upon redevelopment, for M Street, would alleviate this concern.

- B. A zoning map amendment may be approved only if it is in the best interest of the public, considering the following factors:
1. The effect of development under the amendment, and the cumulative effect of similar development, on the surrounding neighborhood, the general area and the community; including but

not limited to the environment, transportation, public services and facilities, and land use patterns, and the degree to which special limitations will mitigate any adverse effects.

Environment

Noise: All uses are subject to AMC 15.70 Noise Ordinance.

Air: All uses are subject to AMC 15.30 South Central Clean Air Ordinance, and AMC 15.35 South Central Clean Air Ordinance Regulations.

Seismic: The property is within seismic zone 5 (very high ground failure susceptibility).

Land Use Patterns

See earlier discussion. The general land use pattern is single family and duplex homes on lots ranging from 7,000 square feet to 15,000 +/-square feet. The majority are between 7,300 and approximately 110,000 + or - square feet, with the more commercial or dense lots being larger. The proposed use is to retain the residential and home/office developments in the R-O area.

Transportation/Drainage

The area is generally developed.

The road circulation system is in place. See above discussion regarding access and parking under the *Comprehensive Plan* discussion. Traffic Department has no objection to the rezone. Redevelopment is not proposed at this time, and the lot is developed.

The 1997 Areawide Trails Plan shows a planned multi-use paved trail along the west side of L Street. There is also a trail to the west located along the Alaska Rail Road ROW.

Public Services and Facilities

Roads: The petition site is located within the Anchorage Roads and Drainage Service Area (ARDSA). It is important to note that the adjacent M Street is on the down slope side of the petition site,

and is not built to municipal standards. Any additional traffic on this road, without strongly improved infrastructure, would not be able to be supported. The Department recommends a special limitation prohibiting any direct access from the petition site to this street.

Utilities: water, sewer, gas and electrical utilities are available to this property.

Parks: Elderberry Park is located northeast of the petition site.

Public Safety: The petition site is located within the Police, Fire, Building Safety, Parks and Anchorage Roads and Drainage service areas.

2. The supply of land in the economically relevant area that is in the use district to be applied by the zoning request or in similar use districts, in relationship to the demand for that land.

There appears to be no vacant R-O zoning in the near vicinity. The R-O zoning boundary originally was located east and south of the petition site, with the area to the east later rezoned to B-2C. It appears that when these properties were zoned R-O prior to the 1964 earthquake and later lot line readjustments, that the adjacent ROW was used as a zoning boundary based on existing area conditions.

3. The time when development probably would occur under the amendment, given the availability of public services and facilities and the relationship of supply to demand found under paragraph 2 above.

No redevelopment is proposed; rather this will allow the petitioner to both live in and operate their financial business out of the existing single family structure.

4. The effect of the amendment on the distribution of land uses and residential densities specified in the Comprehensive Plan, and whether the proposed amendment furthers the allocation of uses and residential densities in accordance with the goals and policies of the Plan.

Approval of R-O would allow additional types of office uses for the lots in this request. Higher intensity office use on this site would be allowable with R-O zoning, however, it would be more challenging due to site size and topography. Nevertheless, it is important that any potential future commercial use allowed in the district not create an undesirable impact on the residential area which it borders, particularly to the west on M Street.

Special Limitations

None are proposed by the petitioner, but the Planning Department recommends a special limitation prohibiting direct access from the parcel to M Street. This limitation will prevent any future development from impacting this residential area.

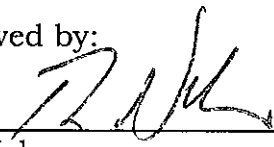
DISCUSSION AND RECOMMENDATION:

The petitioner is requesting the property be zoned from R-3 to R-O. The proposed zoning is consistent with the Anchorage 2020 Anchorage Bowl Comprehensive Plan and the range of density and uses called for in the Land Use Policy Map. The rezoning proposal meets the requirements of AMC 21.20.090 and 21.05.080.

RECOMMENDATION:

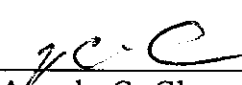
The Department supports rezoning the property to R-O, subject to the following special limitation: Upon any commercial redevelopment of this site, direct vehicular access to M street is limited to that which currently exists.

Reviewed by:



Tom Nelson
Director

Prepared by:

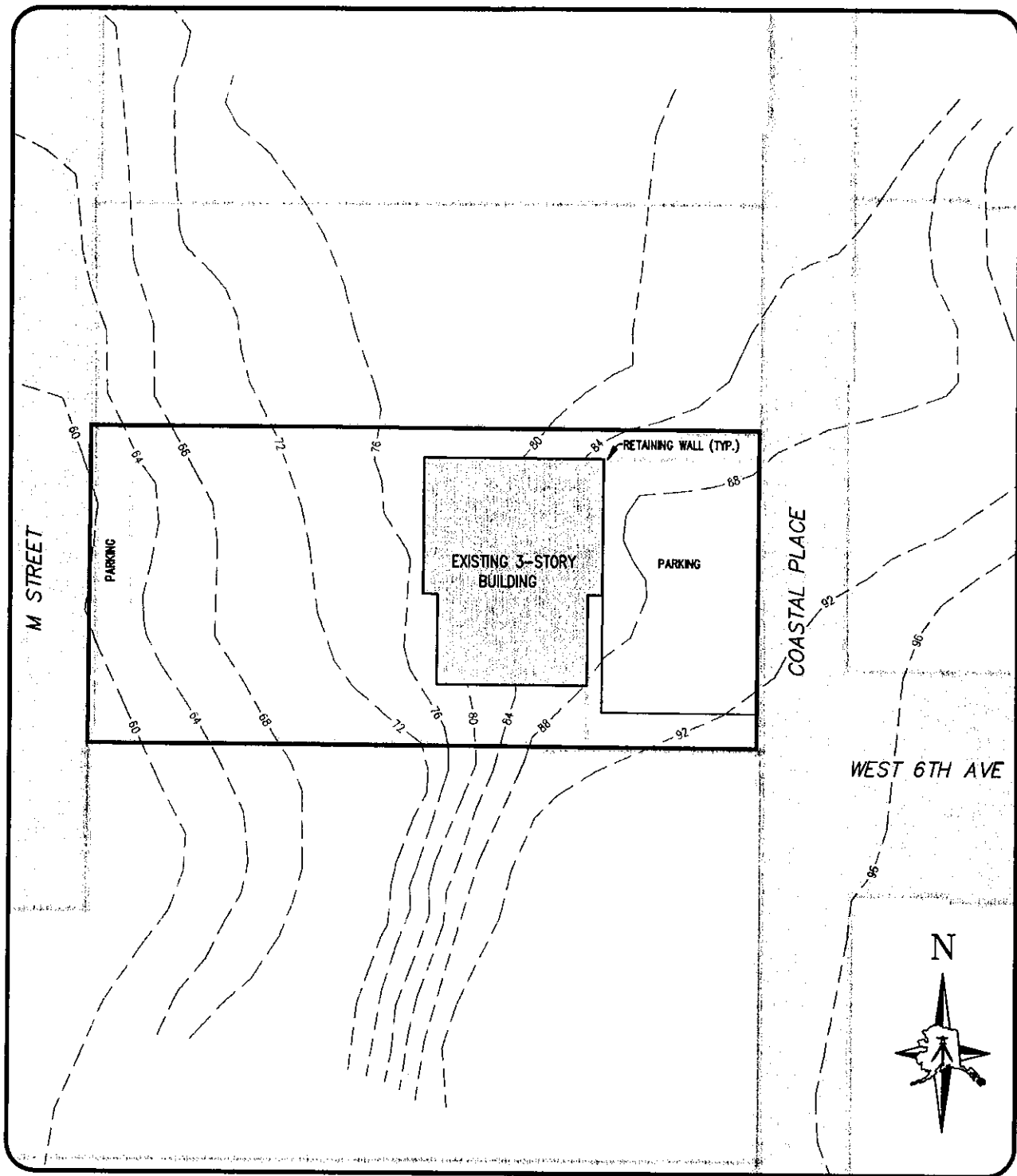


Angela C. Chambers, AICP
Senior Planner

(Case No. 20057-143; Tax ID No. 001-032-01)

2

HISTORICAL MAPS AND AS-BUILTS



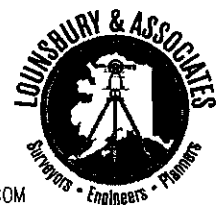
SITE TOPOGRAPHY

LOT 7A, BLOCK 57,
L STREET SLIDE REPLAT (NO. 67-30FO)
Parcel No: 001-032-01-000
Site Address: 548 Coastal Place

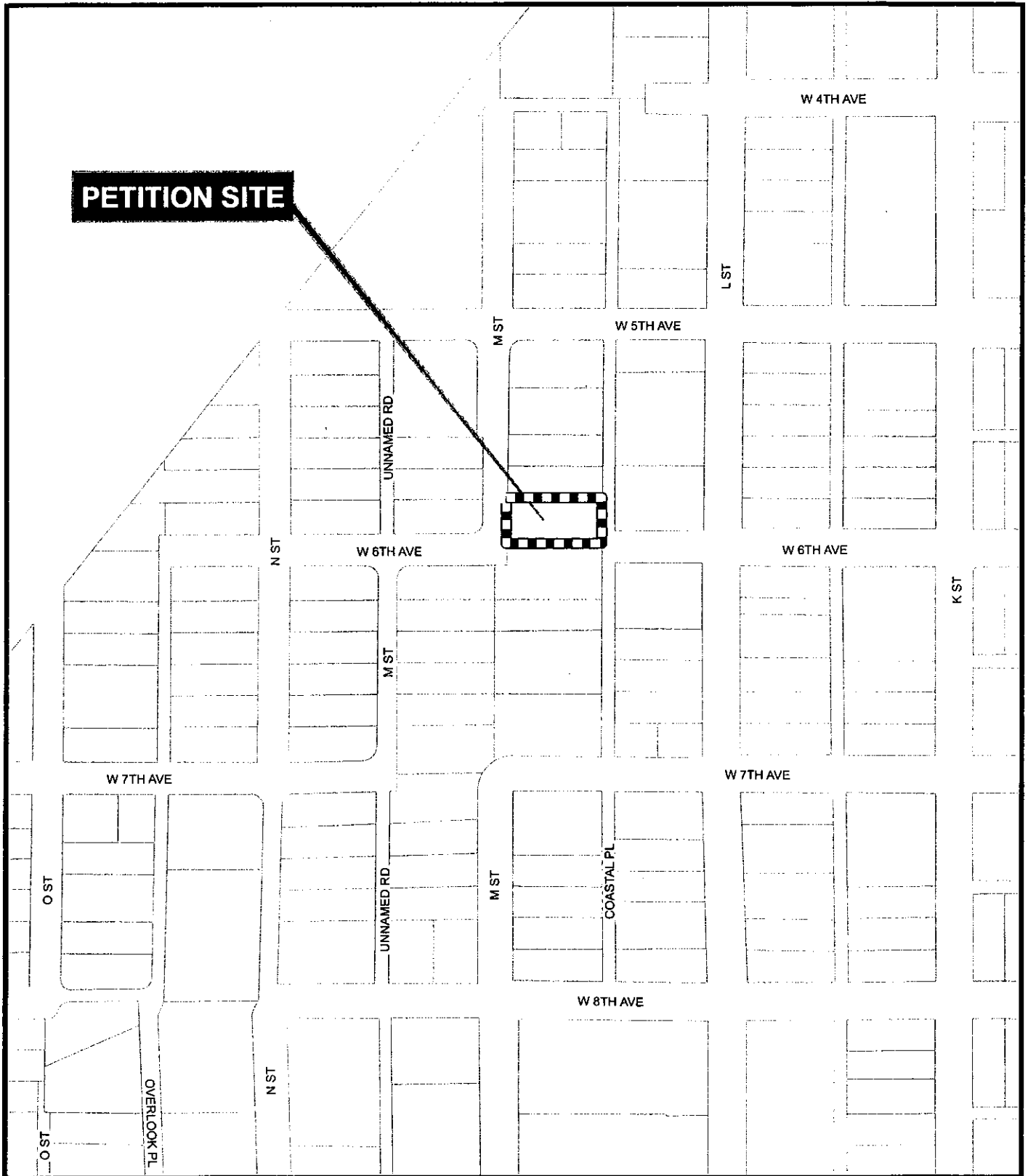
5300 A STREET
ANCHORAGE, ALASKA
99518

P: (907) 272-5451
F: (907) 272-9065

WWW.LOUNSBURYINC.COM






REZONE 2007-143

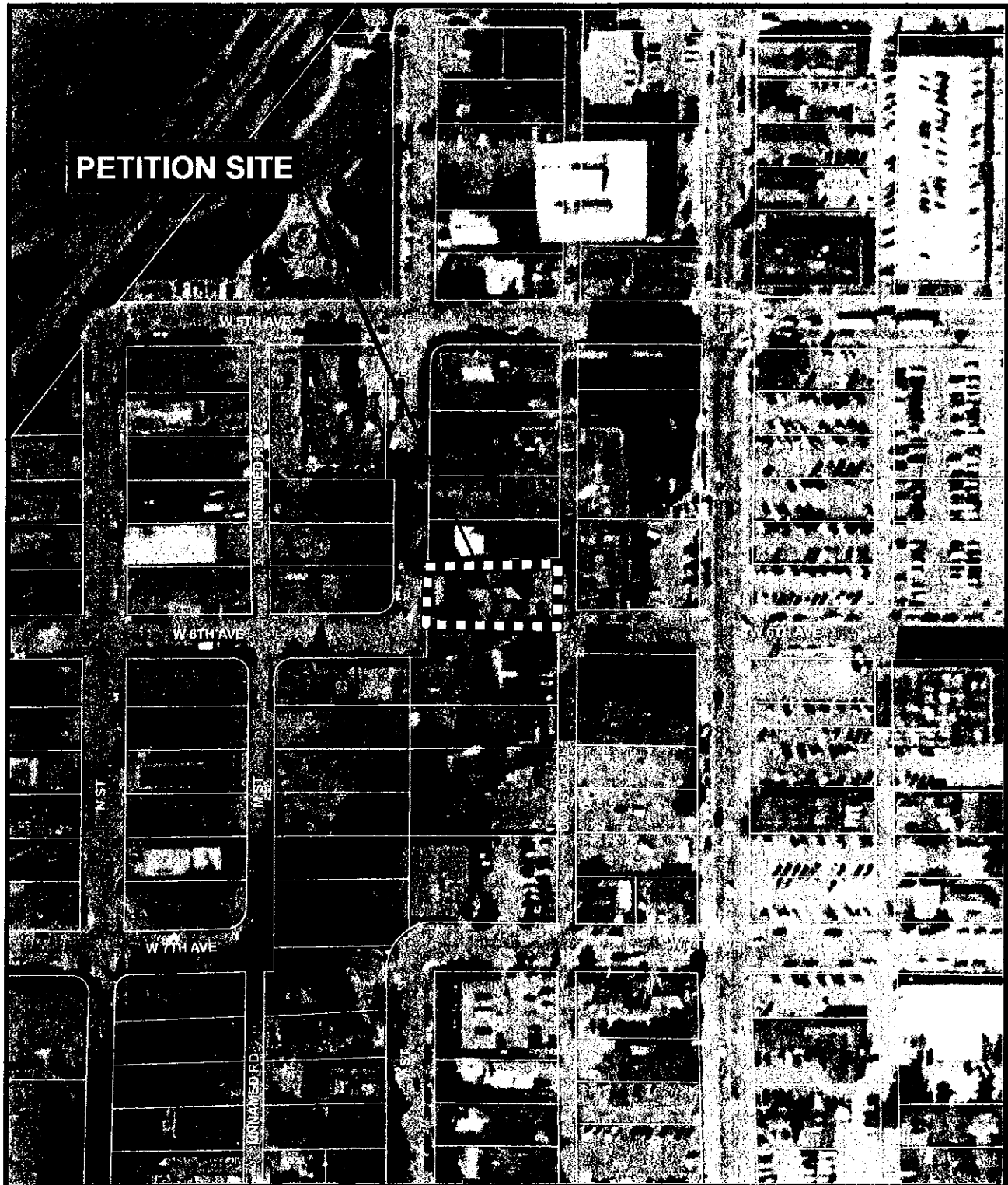


Municipality of Anchorage
Planning Department

Date: July 19, 2007

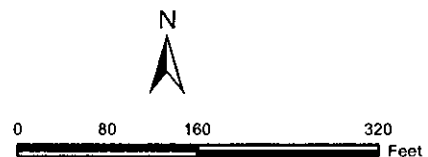
-  Single Family
-  Multi-Family
-  Mobile Home Park





Municipality of Anchorage
Planning Department

Date: July 19, 2007



3

DEPARTMENTAL

COMMENTS

STATE OF ALASKA

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

CENTRAL REGION - PLANNING

SARAH PALIN, GOVERNOR

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

August 2, 2007

RECEIVED

RE: MOA Zoning Review AUG 08 2007

Municipality of Anchorage
Zoning Division

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

Dear Mr. Weaver:

The Alaska Department of Transportation and Public Facilities, ADOT&PF, has reviewed the following conditional uses and has no comment:

2007-131; Zoning Conditional use for a Hydro-Electric Power Plant; South Fork Eagle River; Phyllis Janke

2007-133; Zoning Conditional Use for a Quasi-Institutional Use; Mountain View; Cook Inlet Tribal Council

2007-139; Zoning Conditional Use for a Public Facility; Girdwood Board of Supervisors; Kimberly Mahoney

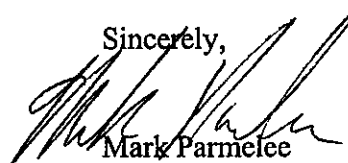
2007-143; Rezoning to R-O Residential-office district; South Addition; Garret & Barbara Wong

2007-146; Request for approval on a conditional use permit; Bayshore-Klatt; Glenn Watts

2007-129; A Request for Variance; South Fork Eagle River; Janke

2007-130; A Request for Variance; Hillside East; Dobrova

Sincerely,



Mark Parmelee
Area Planner

/mm



MUNICIPALITY OF ANCHORAGE

Development Services Department
Right of Way Division



MEMORANDUM

RECEIVED

DATE: August 7, 2007
TO: Planning Department, Zoning and Platting Division
THRU: Jack L. Frost, Jr., Right of Way Supervisor *L*
FROM: Lynn McGee, Senior Plan Reviewer *L*
SUBJ: Comments on Planning and Zoning Commission case(s) for September 10, 2007.

AUG 07 2007

Municipality of Anchorage
Zoning Division

Right of Way Division has reviewed the following case(s) due August 13, 2007.

07-131 Highland Hills #4, Tract 3A, grid SW0457
(Conditional Use, Hydro-electric Power Plant)
Right of Way Division has no comments at this time.
Review time 15 minutes.

07-133 Fairview, Block 11, Lot 13A, grid 1136
(Conditional Use, Quasi-institutional Use)
Right of Way Division has no comments at this time.
Review time 15 minutes.

07-136 Ordinance Amendment
(Title 21 for Amending UDC Authority)
Right of Way Division has no comments at this time.
Review time 15 minutes.

07-139 US Survey 3042, Lot 73, grid 5012
(Conditional Use, Public Facility)
Right of Way Division has no comments at this time.
Review time 15 minutes.

07-143 L Street Slide Replat, Block 57, Lot 7A, grid 1229
(Rezoning Request, R-3 to R-O)
Right of Way Division has no comments at this time.
Review time 15 minutes.



MUNICIPALITY OF ANCHORAGE
Traffic Department



MEMORANDUM

AUG 06 2007

Municipality of Anchorage
Zoning Division

DATE: August 1, 2007
TO: Jerry T. Weaver, Platting Supervisor, Planning Department
THRU: Leland R. Coop, Associate Traffic Engineer *LC*
FROM: Mada Angell, Assistant Traffic Engineer *MA*
SUBJECT: Traffic Engineering and Transportation Planning Comments for
September 10, 2007 Planning and Zoning Commission

**07-133 Fairview; Conditional Use for Chanlyut, a quasi-institutional use;
Grid 1136**

Requires an agreement between petitioner and PM&E to construct alley.

**07-131 Highland Hills #4; Conditional Use for a hydro electric power
plant; Grid SW0457**

Traffic Engineering and Transportation Planning have no comment.

07-139 Lot 73 US Survey 3042; Conditional Use for a public facility: Grid

Traffic Engineering and Transportation Planning have no comment.

07-143 L Street Slide Replat; Rezone from R-3 to R-O; Grid 1229

Traffic Engineering and Transportation Planning have no comment...

Pierce, Eileen A

RECEIVED

From: Staff, Alton R.
Sent: Friday, July 27, 2007 4:29 PM
To: Pierce, Eileen A; Stewart, Gloria I.
Cc: Bergt, Randy
Subject: Planning and Zoning Comments

JUL 30 2007

Municipality of Anchorage
Zoning Division

Case No. 2007-120 The Wal-Mart design is Transit supportive with the building close to Debarr Road and a pedestrian connection to the trail on the north side of Debarr Road. People Mover will request an additional bus stop adjacent to the pedestrian connection.

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

2007- 131
133
139
143

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

S11617-1
S11618-1
S11438-4

Thank you for the opportunity to review.

Alton R. Staff
Planning Manager
Public Transportation Department
3650A East Tudor Road
Anchorage, AK 99507
907-343-8230

RECEIVED

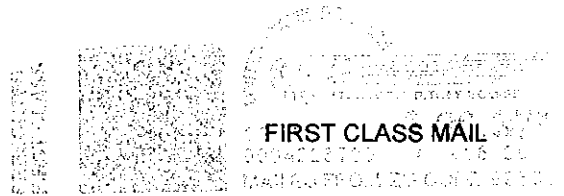
JUL 27 2007

**Municipality of Anchorage
Zoning Division**

The following comments are from fire:

- 1) 2007-131 No Objection
- 2) 2007-139 No Objection
- 3) 2007-143 No Objection
- 4) 2007-133 No Objection
- 5) S11438-4 No Objection
- 6) S11618-1 No Objection
- 7) S11617-1 No Objection
- 8) S11616-1 No Objection
- 9) S11473-2 Comment: A) D103.5 Gates securing the fire apparatus access roads shall comply with all of the following criteria: 1) Minimum width shall be 20'. 2) Gates shall be of the swinging or sliding type. 3) Construction of gates shall be of materials that allow manual operation by one person. 4) Gate components shall; be maintained in an operative condition at all times and replaced or repaired when defective. 5) Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access. Emergency opening device shall be approved by the code official. 6) Manual opening gates shall not be locked with a padlock or chain and padlock unless they are capable of being opened by means of forcible entry tools. Knox pad locks are allowed. 7) Locking device specifications shall be submitted for approval by the fire code official. B) D107.1. One- or two-family residential developments where the number of dwelling units exceed 30 shall be provided with separate and approved fire apparatus access roads, and shall meet the requirements of section D104.3. C) D104.3. Where two access roads are required, they shall be placed a distance apart equal to not less than one half the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses.
- 10) S11616-1 No Objection
- 11) 2007-110 No Comment
- 12) S11451 Comment: Clarify location of Hydrants and fire lanes.
- 13) 2007-120 Comment: A) Verify fire lanes on north and east side of Sam's and north and south side of Wal-Mart, provide fire lane signage. B) Provide location of fire hydrants.
- 14) 2007-134 No Objection
- 15) 2007-135 No Comment
- 16) 2007-116 No Comment
- 17) 2007-140 No Objection
- 18) 2007-119 No Comment
- 19) 2007-118 No Comment
- 20) S11651-1 No Objection
- 21) S11605 Comment: A) C102.1 Fire Hydrants shall be provided along required fire apparatus access roads and adjacent public streets. B) D103.6 Fire apparatus access roads shall be marked with permanent **Muni approved Fire Lane** signs. Roads 20' to 26' in width shall be posted on both sides. Roads more than 26' in width shall be posted on one side. C) D105. Buildings or portions of buildings or facilities exceeding 30 feet in height above the lowest level of fire department vehicle access shall be provided with approved fire apparatus access roads with a minimum unobstructed width of 26 feet. One of the required access roads shall be located within a minimum 15 feet and a maximum 30 feet from the building and shall be positioned parallel to one entire side of the building.
- 22) S11604 No Objection: See S11605.
- 23) 2007-145 No Objection
- 24) S11579-2 No Objection
- 25) S11619-1 No Objection
- 26) S11620-1 No Objection
- 27) S11621-1 No Objection
- 28) S11622-1 Comment: A) Future development shall require fire apparatus access roads meeting the requirements of the International Fire Code.

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



001-033-11-000
MICHAEL NAFLA A IRREVOC TRUST
ESTABROOK GERALDINE &
MICHAEL LOTTIE M TRUSTEES
1010 BEECH LANE
ANCHORAGE, AK 99501

AUG 23 2007

NOTICE OF PUBLIC HEARING - - Monday, September 10, 2007

Planning Dept Case Number: 2007-143

The Municipality of Anchorage Planning and Zoning Commission will consider the following:

CASE: 2007-143
PETITIONER: Garret & Barbara Wong
REQUEST: Rezoning to R-O Residential-office district
TOTAL AREA: 0.240 acres
SITE ADDRESS: 548 COASTAL PL
CURRENT ZONE: R-3 Multiple-family residential district
COM COUNCIL(S): 1---South Addition

LEGAL/DETAILS: A request to rezone approximately .24 acres from R-3 (Multiple Family Residential to R-O (Residential-Office). Original Townsite, Block 57, Lot 7A. Located at 548 Coastal Place.

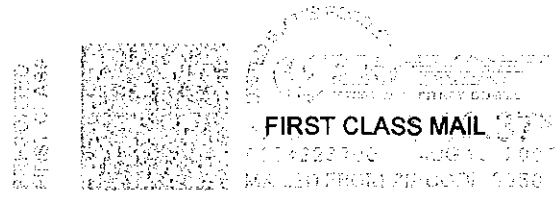
The Planning and Zoning Commission will hold a public hearing on the above matter at 6:30 p.m., Monday, September 10, 2007 in the Assembly Chambers of the Z. J. Loussac Library, 3600 Denali Street, Anchorage, Alaska.

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 before the Commission 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 convenient. 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: Nafla Michael Trust
Address: 1034 W. 4th Ave
Legal Description: _____
Comments: Support rezone

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



001-052-12-000
RYDALL BARBARA A
FNA MYERS BARBARA A
705 N STREET #7
ANCHORAGE, AK 99501

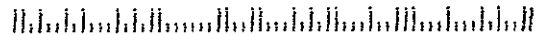
RECEIVED

AUG 27 2007

Municipality of Anchorage
Planning Department

NOTICE OF PUBLIC HEARING - - Monday, September 10, 2007

Planning Dept Case Number ~~2007-143~~ 2007-143



The Municipality of Anchorage Planning and Zoning Commission will consider the following:

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PETITIONER: Garret & Barbara Wong
REQUEST: Rezoning to R-O Residential-office district
TOTAL AREA: 0.240 acres
SITE ADDRESS: 548 COASTAL PL
CURRENT ZONE: R-3 Multiple-family residential district
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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: Barbara Rydall
Address: 705 'N' St #7
Legal Description: Lot 12A Bk 96 Original townsite
Comments: Rezoning from R-3 to R-O would be detrimental to traffic patterns in the Cove. It would allow more units and thus more cars into an already over-crowded area. The 2 access streets, 5th & 9th, that lead cars into the Cove already aren't adequate. 5th Avenue's icy hill becomes difficult or impossible to use in the winter months. Also winter snows narrow the streets making driving hazardous. For these reasons, I'm strongly opposed to this rezoning request.
REZONING/RESIDENTS--PLANNING COMMISSION
2007-143

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

FIRST CLASS MAIL

001-052-34-033
FLYNN HEATHER A
836 M STREET #307
ANCHORAGE, AK 99501

RECEIVED

AUG 28 2007

Municipality of Anchorage
Planning Department

NOTICE OF PUBLIC HEARING - - Monday, September 10, 2007

Planning Dept Case Number: 2007-143

The Municipality of Anchorage Planning and Zoning Commission will consider the following:

CASE: 2007-143
PETITIONER: Garret & Barbara Wong
REQUEST: Rezoning to R-O Residential-office district
TOTAL AREA: 0.240 acres
SITE ADDRESS: 548 COASTAL PL
CURRENT ZONE: R-3 Multiple-family residential district
COM COUNCIL(S): 1---South Addition

LEGAL/DETAILS: A request to rezone approximately .24 acres from R-3 (Multiple Family Residential to R-O (Residential-Office). Original Townsite, Block 57, Lot 7A. Located at 548 Coastal Place.

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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 before the Commission 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 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: Heather Flynn
Address: 836 M St, #307, Anchorage, AK 99501
Legal Description: Blk 64, Lt 1A (#405) and Blk 94 Lt 36 (#307)
Comments: While this rezone violates the Worum alley division between commercial & residential property, it has occurred previously. I trust Garret Wong to utilize the property appropriately. My only concern is that, as the Wong's expand their business, provision for parking is made. Parking in the area is at a premium and, too often, prevents adequate cleaning and maintenance.
Thank you.

REZONING/RESIDENTS--PLANNING COMMISSION
2007-143

Heather Flynn
21 Aug. 2007

32

4

APPLICATION

Application for Zoning Map Amendment

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) Garret & Barbara Wong	Name (last name first) Lounsbury & Associates, Inc. - Ken Ayers
Mailing Address 1311 L Street, Anchorage, AK 99501	Mailing Address 5300 A Street, Anchorage, AK 99501
Contact Phone: Day: 222-9801 Night:	Contact Phone: Day: 743-2126 Night:
FAX: 222-9803	FAX: 272-9065
E-mail:	E-mail: k.ayers@lounsburyinc.com

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

PROPERTY INFORMATION		
Property Tax #(000-000-00-000): 001-032-01-000		
Site Street Address: 548 Coastal Place, Anchorage, AK 99501		
Current legal description: (use additional sheet if necessary)		
Lot 7A, Block 57, L Street Slide Replat (No. 67-30FO)		
Zoning: R3	Acreage: 0.24 ACRES (10,380 SF)	Grid # SW1229

I hereby certify that (I am)(I have been authorized to act for) owner of the property described above and that I petition to rezone it 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 rezoning. I also understand that assigned hearing dates are tentative and may have to be postponed by Planning Department staff, the Planning and Zoning Commission or the Assembly for administrative reasons.

Date 7/17/07	Signature (Agents must provide written proof of authorization) 
-----------------	---

Accepted by: 	Poster & Affidavit: 2	Fee: 4000	Case Number: 2007-143
---	--------------------------	--------------	--------------------------

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 of site affected)Wetland Classification: ☒ None ☐ "C" ☐ "B" ☐ "A"Avalanche Zone: ☒ None ☐ Blue Zone ☐ Red ZoneFloodplain: ☒ None ☐ 100 year ☐ 500 yearSeismic Zone (Harding/Lawson): ☐ "1" ☐ "2" ☐ "3" ☐ "4" ☒ "5"**RECENT REGULATORY INFORMATION** (Events that have occurred in last 5 years for all or portion of 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**APPLICATION ATTACHMENTS**Required: ☒ Area to be rezoned location map ☒ Signatures of other petitioners (if any)☒ Narrative statement explaining need and justification for the rezoning; the proposed land use and development; and the probable timeframe for development.☐ Draft Assembly ordinance to effect rezoning.Optional: ☒ Building floor plans to scale ☐ Site plans to scale ☐ Building elevations☐ Special limitations ☐ Traffic impact analysis ☐ Site soils analysis☒ Photographs**APPLICATION CHECKLIST**

1. Zoning map amendments require a minimum of 1.75 acres of land excluding right-of-way or a boundary common to the requested zone district.

2. The petitioning property owner(s) must have ownership in at least 51% of property to be rezoned.



STANDARDS FOR ZONING MAP AMENDMENTS

The petitioner must provide a written narrative which addresses the following standards. Zoning map amendment applications which do not address these items will be considered invalid and will not be accepted for public hearing by the Department of Community Planning and Development. (Use additional paper if necessary).

A. Conformance to Comprehensive Plan.

1. If the proposed zoning map amendment does not conform to the land use classification map contained in the applicable Comprehensive Plan, explain how the proposed rezoning meets one or more of the following standards:
 - a. The proposed use is compatible because of the diversity of uses within the surrounding neighborhood or general area;
 - b. The proposed use may be made compatible with conforming uses by special limitations or conditions of approval concerning such matters as access, landscaping, screening, design standards and site planning; or
 - c. The proposed use does not conflict with the applicable Comprehensive Development Plan goals and policies.

The proposed zoning map amendment does not conflict with the applicable C.D.P. goals and policies and is compatible because of the diversity of uses within the surrounding area.

2. If the proposed zoning map amendment does not conform to the generalized intensity (density) of the applicable Comprehensive Plan map, explain how the proposed rezoning meets the following standards:

- a. In cases where the proposed rezoning would result in a greater residential intensity (density), explain how the rezoning does not alter the plan for the surrounding neighborhood or general area, utilizing one of the following criteria:
 - i. The area is adjacent to a neighborhood shopping center, other major high density mode, or principal transit corridor.
 - ii. Development is governed by a Cluster Housing or Planned Unit Development site plan.

Not applicable, the proposed zoning map amendment conforms to the generalized density of the applicable Comprehensive Plan map.

- b. In cases where the proposed rezoning would result in a lesser residential intensity (density), explain how the rezoning would provide a clear and overriding benefit to the surrounding neighborhood.

The proposed rezoning will result in a more stable residential intensity as the residence will no longer be used as a Bed and Breakfast, but will be occupied by one family.

- c. Explain how the proposed residential density conforms with the applicable Comprehensive Development Plan goals and policies pertaining to the surrounding neighborhood or the general area.

The proposed property will still be a residence, as the change is only being sought from R-3 to R-D.

B. A zoning map amendment may be approved only if it is in the best interest of the public, considering the following factors:

1. Describe the effect of development under the amendment and the cumulative effect of similar development on (a) the surrounding neighborhood, (b) the general area, and (c) the community with respect to the following (The discussion should include the degree to which proposed special limitations will mitigate any adverse effect.):

a. Environment;

No foreseen impact. The use complies with all standards and regulations.

b. Transportation;

No negative foreseen impact. The use will have no adverse impact on local traffic.

c. Public Services and Facilities;

No foreseen impact. Property is fully served by existing services.

d. Land Use Patterns;

No foreseen impact. The proposed use is in conformance with the existing Land Use Plan.

Note: Surrounding neighborhood = 500 - 1000' radius
General Area = 1 Mile radius
Community = Anchorage as a whole

2. Quantify the amount of undeveloped (vacant) land in the general area having the same zoning or similar zoning requested by this application. Explain why you feel the existing land is not sufficient or is not adequate to meet the need for land in this zoning category?

Surrounding neighborhood - Petitioners were unable to find a suitable property for sale with the zoning of R-O.

3. When would development occur under the processed zoning? Are public services (i.e., water, sewer, street, electric, gas, etc.) available to the petition site? If not, when do you expect that it will be made available and how would this affect your development plans under this rezoning?

No development will occur. The property improvements meet the needs of the petitioners as-is.

4. If the proposed rezoning alters the use of the property from that which is indicated in the applicable Comprehensive Plan, explain how the loss of land from this use category (i.e., residential, commercial, industrial) might be regained elsewhere in the community?

No residential land will be lost, instead the petitioners will be able to slightly expand the existing zoning boundary, enabling them to residential work from the same property.

lounsbury & associates, inc.

Lot 7A, Block 57, L Street Slide Replat (No. 67-30FO) Zoning Map Amendment Narrative

Legal Description:

Lot 7A, Block 57, L Street Slide Replat (No. 67-30FO)

Proposed Development - Planning Objectives:

The petitioners are in negotiations to buy Lot 7A, Block 57, Anchorage Original Townsite. The purchase of the property, located at 548 Coastal Place, is dependant on the rezone of the lot from R-3 to R-O.

Currently, the property is zoned R-3 and operates as a Bed and Breakfast. The petitioners plan to take up residence in the existing building as well as relocate their financial planning business to the residence. The existing building would not require any outward modification in order to meet the needs of the petitioners who wish to preserve the character of the neighborhood.

The subject property is located within the Downtown Major Employment Center and is directly adjacent to an area slated for redevelopment to mixed-use residential as depicted on the Anchorage Bowl Comprehensive Plan draft of "Recommended Changes in Land Use or Density" map. The parcel of land itself is bordered on two of four sides by land zoned R-O and B-2C. Rezoning the property would only require that the existing R-O zoning boundary to be moved 70 feet north of its current location to encompass Lot 7A.

Traffic and Pedestrian Circulation:

The existing parking is more than ample and would not require modification.

Landscaping and buffers:

The property is currently landscaped. The petitioners plan to maintain this landscaping in keeping with the character of the neighborhood. No additional landscaping should be necessary. Please refer to the pictures of the existing property.

Conclusion:

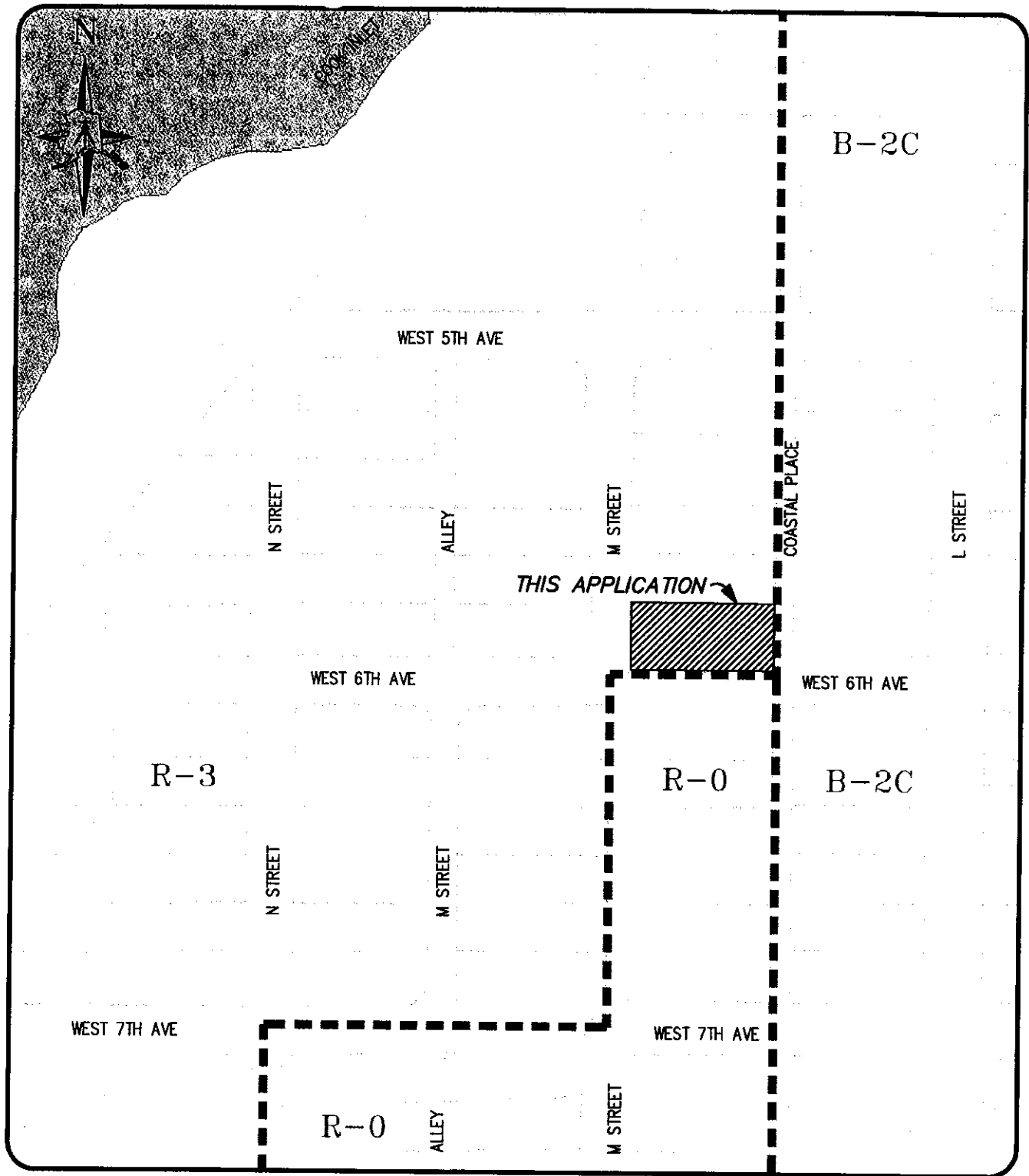
The proposed zoning amendment is in conformance with the Comprehensive Plan. The proposed use is allowed by code. Approval of this application will allow the petitioner to both reside and grow an existing business in one location.



Lounsbury NSK-30 C/O ConocoPhillips Kuparuk NS P.O. Box 196105 Anchorage, Alaska 99519-6105
723 West 6th Avenue Anchorage, Alaska 99501 T: 907-272-5451 F: 907 272-9065
3161 E. Palmer-Wasilla Highway, Suite 2 Wasilla, Alaska 99654 T: 907-357-9129 F: 907-357-9140

WWW.LOUNSBURYINC.COM





REZONE

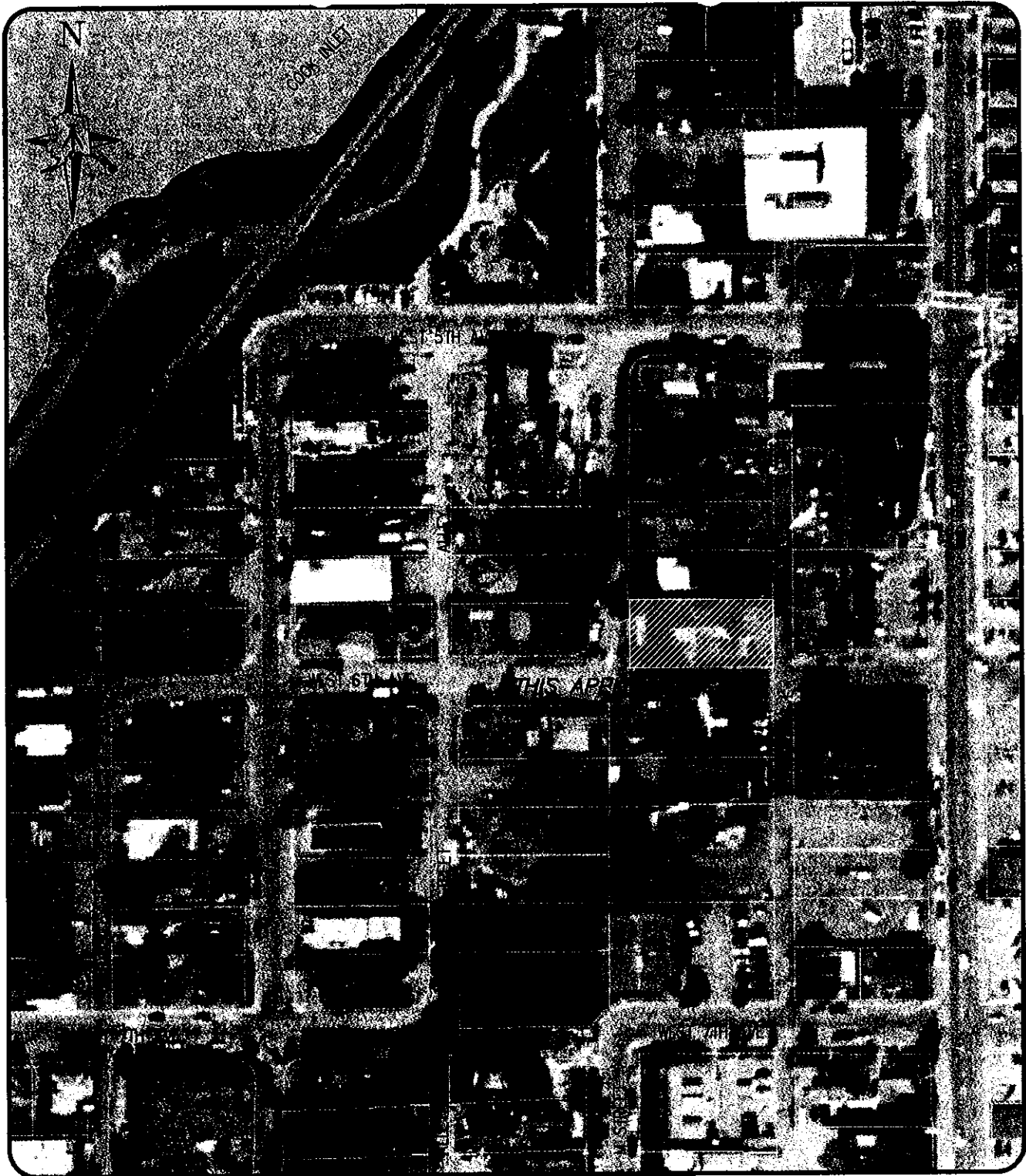
LOT 7A, BLOCK 57,
L STREET SLIDE REPLAT (NO. 67-30FO)
Parcel No: 001-032-01-000
Site Address: 548 Coastal Place

5300 A STREET
ANCHORAGE, ALASKA
99518

P: (907) 272-5451
F: (907) 272-9065

WWW.LOUNSBURYINC.COM





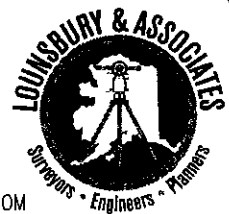
AERIAL PHOTOGRAPH

LOT 7A, BLOCK 57,
L STREET SLIDE REPLAT (NO. 67-30FO)
Parcel No: 001-032-01-000
Site Address: 548 Coastal Place

5300 A STREET
ANCHORAGE, ALASKA
99518

P: (907) 272-5451
F: (907) 272-9065

WWW.LOUNSBURYINC.COM



Garret and Barbara Wong
1311 L Street
Anchorage, AK 99501
907-222-9804

June 29, 2007

Municipality of Anchorage
632 W. 6th Ave.
Anchorage, AK 99501

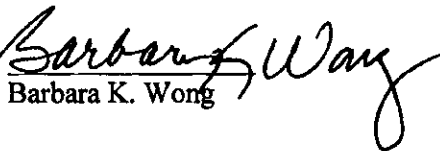
Re: Rezoning of Property Address 548 Coastal

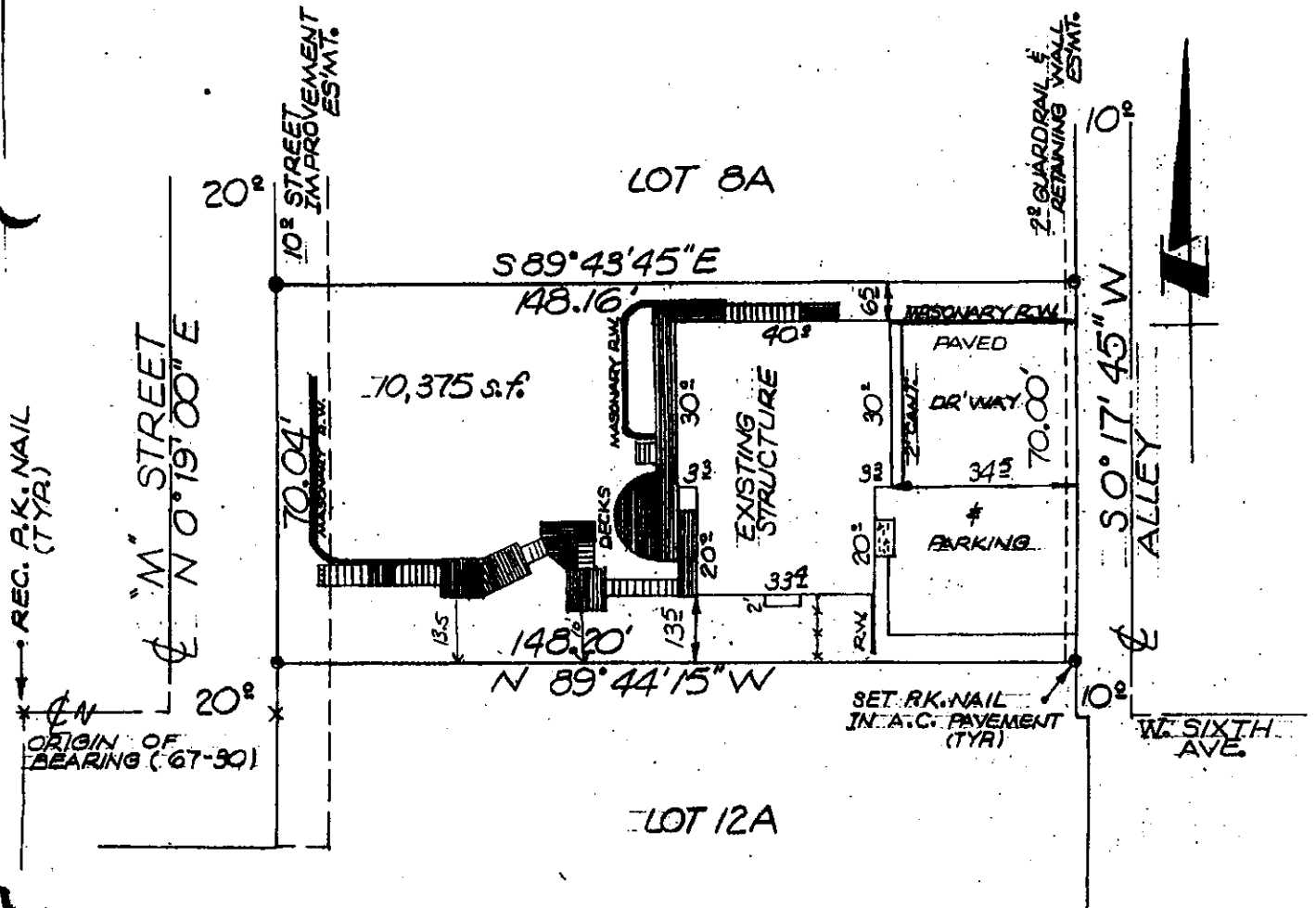
To Whom It May Concern:

Please be advised that we have retained Kenneth Ayres and Lounsbury & Associates, Inc.
to serve as our agent through the process to rezone the above mentioned property.

Sincerely,

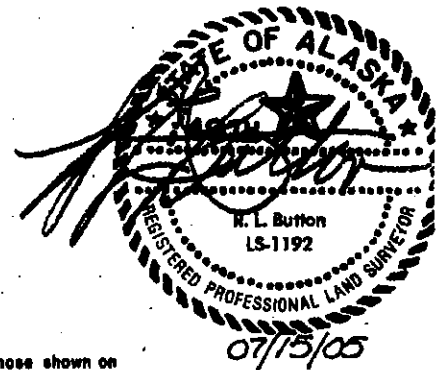

Garret S. Wong


Barbara K. Wong



RECEIVED

07-15-05



Lot 7A, Block 57

"M" Street Slide Replat, A.O.T.

Anchorage Recording District, Alaska

LOT SURVEY CERTIFICATION

I hereby certify that I have surveyed the property shown and described hereon, and that the improvements situated thereon are within the property lines and do not overlap or encroach on adjacent property and that no improvements on adjacent property overlap or encroach on the premises in question and that there are no roadways, utility lines, or other visible easements on said property except as indicated hereon.

Easements of record other than those shown on the plat of record are not shown hereon unless otherwise noted.

LEGEND

- ⊙ Brass or Aluminum capped monument recovered
- Iron pipe and/or rebar recovered
- 2 x 2 hub & tack recovered
- 5/8" x 30" rebar set this survey

BASIS OF VERTICAL DATUM
= 1927 N.G.S. 1972 ADJUST.

Scale 1" = 30'

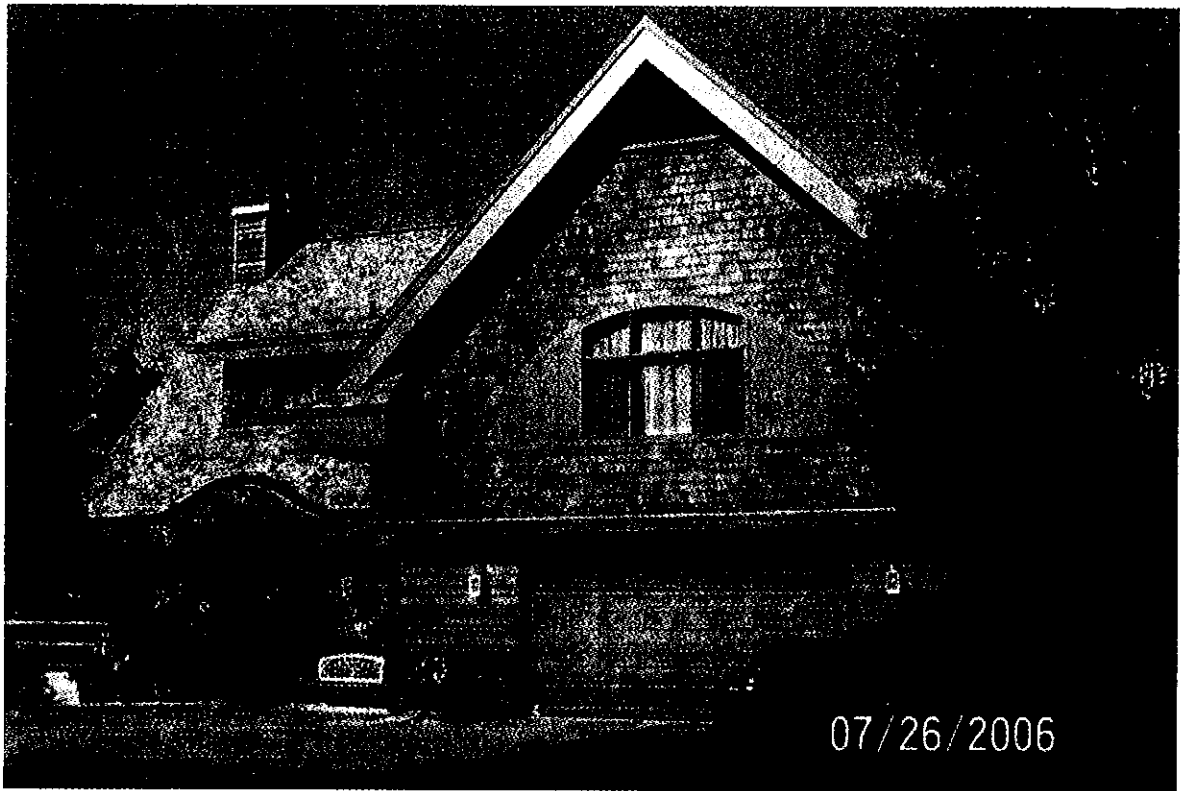
Date © 08-06-97

Prepared by: R. L. BUTTON
Registered Land Surveyor
(907) 279-6200 519 W. Eighth Ave. Anchorage Alaska 99501

Ref. 1229

F.B. No. 43-59

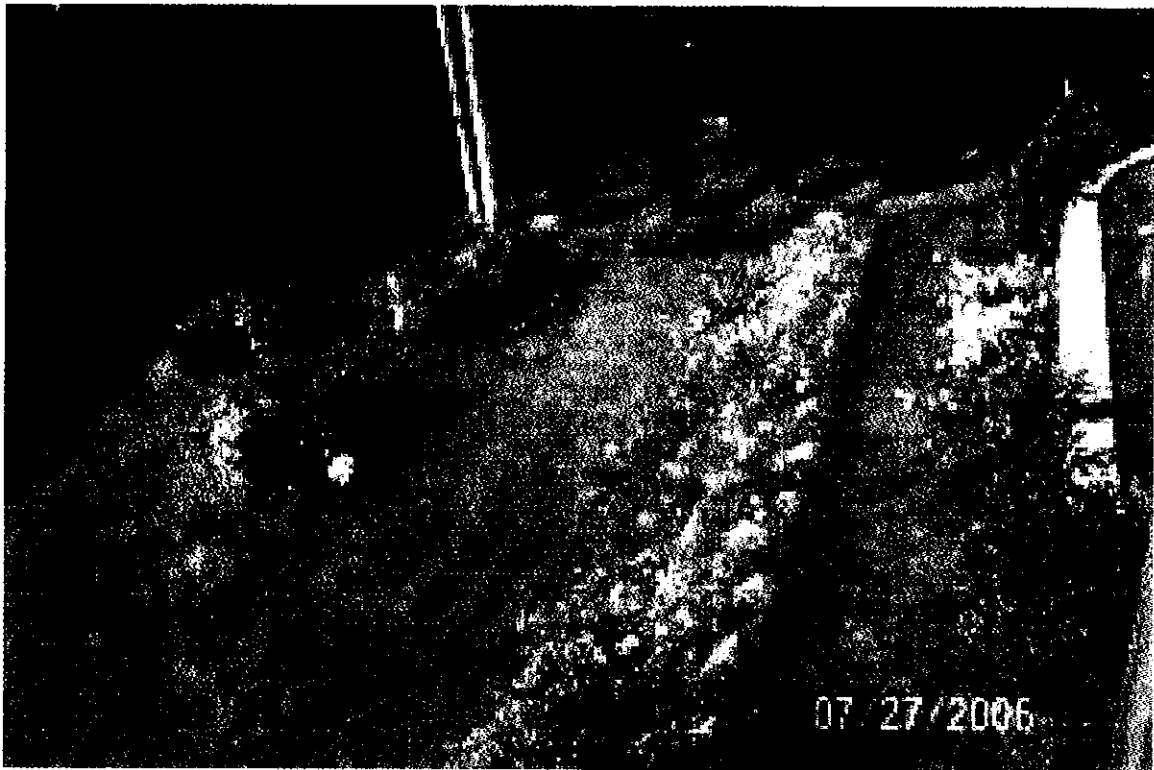
Property of: Steve & Sherru Suiverson



Front & Parking



Rear



Rear Yard



View, facing west.



Property Appraisal

Municipality of Anchorage, Alaska

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[Comparable Sales](#)

Public Inquiry Parcel Details

[Show Parcel on Map](#)

Parcel: 001-032-01-000

Residential Single Family

07/13/07

GILIAM ERIC A

ORIGINAL

BLK 57 LT 7A

PO Box 242912

Anchorage

AK 99524

Site 548 Coastal Pl

Lot Size: 10,380

---Date Changed---

----Deed Changed----

Zone : R3

Owner : 08/22/05

Stateid: 2005 / 0056668

Tax Dist: 001

Address: 08/22/05

Date : 08/12/05

Grid : SW1229

Hra # :

Plat : 67-0030

GRW: PIWR

REF #:

ASSESSMENT HISTORY

	---Land---	---Building---	---Total---	
Appraised Val 2005:	126,200	481,500	607,700	
Appraised Val 2006:	311,700	640,900	952,600	--Exemption---
Appraised Val 2007:	323,400	639,200	962,600	-----Type-----
Exempt Value 2007:	0	0	0	
State Credit 2007:			0	
Resid Credit 2007:			20,000	RESIDENTIAL
Taxable Value 2007:			942,600	

Liv Units: 001 Common Area:

Leasehold:

Insp Dt: /

02/05 Ext Ownr/Oc

IMPROVEMENT DATA

Style : Other	Story Ht : 1.5	Exterior Walls: Wood
Year Built : 1998	Remodeled:	Effective Year: 1998
Total Rooms: 15	Bedrooms : 07	Recreation Rms: 0
Full Baths : 7	Half Bths: 1	Add't Fixtures: 3
Heat Type : Central	Fuel Type: Natural Gas	Sys Heat Type : Forced Air
Fp: Stacks: 1	Openings : 2	Free Stand :
Extra Value:	Extra Val:	E-Z Set Firepl: 1
Condo Style:	Condo Flr:	Condo Com Prop:
Grade : Excellent	Cst/Design:	Condition : Average

IMPROVEMENT AREA

Basement :	1,905	FIN/BSMT :	1,905	Basement Gar:	Car	Living
1st Floor :	1,234	2nd Floor :	0	3rd Floor :	0	Area:
Half Floor:	2,027	Attic Area:	0	FIN DEEP BSM:		4659

ADDITIONAL FEATURES

Basement:	1st Floor:	2nd Floor:	3rd Floor:	Area:
	Wood Deck			456
	Wood Deck			24
		Wood Deck		36
	Attached Garage			671

Feedback E-mail: wwwfipa@muni.org[Contact Us](#) | [Disclaimer](#) | [Privacy Statement](#) | (c) 2002 MOA IT e-Gov

Counter Offer to the Purchase and Sale Agreement
This form authorized for use ONLY by active Real Estate Licensee Subscribers of Alaska Multiple Listing Service, Inc.



1 Date May 16th 2007
2 Regarding the Purchase Agreement dated May 15th 2007, referencing property commonly known as:
3 Address: 548 Coastal Place
4 Legal (the Property): Original L7A B57
5 In which Garret S Wong & Barbara K Wong is/are referred to as Buyer
6 and Eric Gilliam is/are referred to as Seller.

7 Undersigned accepts all of the terms and conditions in the above designated Purchase Agreement with the
8 following changes or amendments:

The following dates are changed to not later than (if left blank or stricken-through indicates NO CHANGE):					
Page/Line/Change:		Date:	Page/Line/Change:		Date:
1/28	Section 1- Financing - Cash offer: Verification of funds for an all cash offer:		3/8 3/43	Recording: Survey:	
2/2 2/6 2/21	Section 1- Financing - New Financing: Apply for new financing: Qualification letter from Lender: Loan commitment:		4/2 4/3 4/5	Section 10- Appraisal: Funds for appraisal prepaid to Lender: Appraisal to be ordered: Days for agreement on appraisal repairs:	
2/35 2/37	Section 1- Financing - Seller Financing: Documentation for Seller Financing: Seller approval of Buyer's Ability:		4/23 4/48 4/50	Section 12- Property Inspection: Buyer to inspect property: Buyer to provide written request/report: Parties agreement on inspection repairs:	

9 Purchase price shall be One Million One Hundred and Twenty-Five Thousand 00/100 \$ 1,000,000.00 *ASW*
10 Once an agreement has been reached on the Home Inspection process and repairs (if any); and when the appraisal has been received *BKW*
11 and the value is at or above the sales price; the Buyer's earnest money then shall become non-refundable for any reason except for
12 the non-performance of the seller.
13 Home to be left in professionally clean-like condition by the seller upon move-out. Seller will give the purchaser \$1,000
14 allowance to clean the carpet and to buff and polish the wood floor.
15 All other terms and conditions to remain the same.

17 **Withdrawal of Counter Offer:** The party making this Counter Offer may withdraw this Counter Offer prior to
18 notification of acceptance from the other party.
19 Seller reserves the right to continue to offer the Property for sale and accept any other offer prior to notification of
20 Buyer's acceptance.
21 This Counter Offer shall expire unless the party making this Counter Offer is notified of its acceptance no later than
22 May 17th 2007 (date) 6:00 ☐ a.m. ☒ p.m. (time).

24 Notification of acceptance of this counteroffer may be made only by one of the methods specified in Section 19 of the
25 Purchase and Sale Agreement.

27 Date: May 16th 2007 Time: 4:45 ☐ a.m. ☒ p.m.
28 ☐ Buyer ☒ Seller 1: Eric Gilliam 2: _____
29 Brokerage Dynamic Properties Licensee(s) Richard L...

The undersigned accepts the above and offers this counteroffer

33 Date: 05/17/2007 Time: 10:20 ☒ a.m. ☐ p.m.
34 ☒ Buyer ☐ Seller 1: Sam Sweeney 2: Barbara K Wong
35 Brokerage _____ Licensee(s) _____

Purchase and Sale Agreement

(Residential)

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Dated May 15th 07 Brokerage Names
 Listing Brokerage: Dynamic Properties AK MLS ID # 85 Brokerage Ph 907-261-7600
 Selling Brokerage: Dynamic Properties 85 907-261-7602

Licensee Names	License #	Direct Ph	Fax Ph	Cell Ph	Home Ph
Listing 1: <u>Rick Gilliam</u>	<u>12279</u>	<u>907-261-7600</u>	<u>907-261-7670</u>	<u>907-441-9114</u>	
Listing 2:					
Selling 1: <u>Mary H Tuttle</u>	<u>6814</u>	<u>907-261-7602</u>	<u>907-261-7551</u>	<u>907-522-4517</u>	
Selling 2:					

Licensee Relationships:

The Seller and Buyer acknowledge the following:

- a) Listing Licensee(s) ☐ is representing the Seller exclusively; or ☐ is assisting both the Buyer and Seller as a Neutral Licensee.
 b) Selling Licensee(s) ☐ is representing the Buyer exclusively; or ☐ is assisting both the Buyer and Seller as a Neutral Licensee; or ☐ is representing the Seller exclusively.

1) Buyer(s), Garret E Wong & Barbara E Wong, hereby deposit(s) earnest money of Ten Thousand (\$ 10000) Dollars evidenced by: ☐ Cash ☒ Personal Check ☐ Cashier's Check ☐ Note, Due on _____, (date)
☐ Or Earnest money to be deposited within 24 hrs of successful negotiation on property shall be held in trust by ☐ Listing Broker ☐ Selling Broker ☐ Other _____
 as earnest money on and part payment for the purchase of real property and improvements situated in Anchorage (city or area) 99501 (zip), in the Anchorage Recording District, State of Alaska, described as:
548 Coastal Place (Address)
Original L7A 257 (Legal) (the Property).

2) Purchase Price: One Million Ninety-Seven Thousand Five Hundred 00/100 (\$ 1097500) Dollars
 Minimum Down Payment (including earnest money shown above) \$ or % YES

3) Terms:

Buyer ☒ does ☐ does not intend to occupy Property as Buyer's primary residence.

Property Type (check one): ☒ Single Family ☐ Duplex ☐ Triplex ☐ Fourplex ☐ Other _____

Check one below:

a) ☐ All Cash Offer:

No loan is needed to purchase the Property. Buyer shall provide Seller written third-party documentation verifying sufficient funds to close no later than May 14th 2007 (date) 1 PM (time). Seller shall have two (2) business days after receipt of documentation to notify Buyer, in writing, if the verification of funds is not acceptable. If Buyer fails to provide such documentation, or if Seller finds verification of funds unacceptable, Seller may terminate this Purchase Agreement. Failure of Seller to provide Buyer written notice of objection shall be considered acceptance of verification of funds.

b) ☒ New Financing: Closing is contingent upon Buyer obtaining financing as follows: Check the appropriate block(s) below:

- ☒ Conventional
☐ FHA - (Attach Required Addendums)
☐ VA - (Attach Required Addendums)
☐ Alaska Housing Finance Corporation under the following program
☐ Other _____

Form 70711, Originated 11/04, Revised 10/06.

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Page 1 of 8

Buyer(s)

Seller(s)

Signature

Purchase and Sale Agreement Regarding Property Described As:

Address: 548 Coastal Place

Legal (the Property):

Original L7A 857

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New Financing -- continued:

- i) On or before May 15th 2007, (date) Buyer agrees to make a good faith loan application with from Debby Price (Lender).
- ii) If Buyer does not reveal a fact or contingency to the Lender and this purchase does not close because of that nondisclosure after initial application, the Buyer shall be in default.
- iii) On or before May 17th 2007, (date) the Buyer will provide the Seller a letter from the Lender verifying the following items:
 - (1) a satisfactory credit report,
 - (2) acceptable income,
 - (3) source of down payment,
 - (4) availability of funds to close, and
 - (5) that loan approval ☐ is or ☒ is not contingent on the lease, sale or closing of any property.
- iv) In the event Buyer fails to provide Seller with above-mentioned letter by the date, this Purchase Agreement shall automatically terminate.
- v) Buyer must obtain Seller's approval in writing, of any change in Lender, type of financing or allocation of closing costs.
- vi) Buyer agrees to pay all fees and satisfy all conditions, in a timely manner, required by the Lender for processing of loan application. Brokers and Licensees have made no representations as to availability of any loans or interest rates. Buyer agrees that the interest rate offered by Lender is not a contingency of this Purchase Agreement, so long as Buyer qualifies for the financing herein agreed.
- vii) Buyer to obtain loan commitment from Lender not later than Sept 25th 2007, (date).
- viii) If Buyer is unable to obtain loan commitment from Lender by such date, through no fault of Buyer, Buyer to provide written notice to Seller and this Purchase Agreement shall terminate automatically.
- ix) If Buyer fails to provide notice of inability to obtain loan commitment by such date and does not close, through no fault of the Seller, Buyer shall be in default.

c) ☐ Seller Financing:

- i) \$_____ payable at \$_____ or more, per month including _____ % interest per annum for _____ years.
- ii) The parties are encouraged to negotiate the important terms of seller financing now, and to include such terms in Paragraph 22, or in a separate addendum. Important terms may include form of financing documents (contract, note and trust deed or mortgage), due on sale clause, if any, prepayment option or penalty, if any, remedies upon default, etc.
- iii) Buyer shall provide Seller with documentation, as required by Seller, verifying Buyer's ability to purchase according to the price, terms and conditions of the Purchase Agreement by _____ (date).
- iv) Seller Financing is contingent upon the Seller's approval of the documentation from Paragraph 30(ii) on or before _____ (date). In the event Buyer fails to obtain Seller's approval, this Purchase Agreement shall automatically terminate.

4) Costs:

If applicable, the costs shall be paid by Buyer (B) or Seller (S) as indicated below. Costs payable by both Buyer and Seller to be shared equally. Buyer to pay for any fees due to requirements of the lender not covered below.

ITEM	B	S	ITEM	B	S	ITEM	B	S	ITEM	B	S
Lender Origination Fee	X		Credit Report	X		Owner Title Insurance		X	Smoke Detectors		X
Commitment Fee			Reserves	X		ALTA Title Insurance			CO Detectors		X
Prepaid Points	X		Prepaid Interest	X		Recording Fee	X	X	As-Built Survey / Report		X
HOVPA/Lead Paint Insurance	X					Escrow Closing Fee	X	X			
MA Funded Fee			Sales Tax			Annual Service Fee			Tests for Health Authority Approval:		
Rental Dep. Loan Fee			Resale Certificate /			Bank Set-Up Fee			Well Flow (Quantity)		
Lender Dep. Prep Fee	X	X	Public Offer Statement			Assessors/Transfer Fee			Basic Water Quality		
Lead Certification	X		HOA Transfer Fees			Assessments Levied		X	PWRA Water		
Yr Registration	X		HOA Assessments			Assessments Pending		X	Septic Inspection		
Home Warranty			HOA Questionnaire			Attorney Dep Prep Fee	X	X	Declaratory Filing Fees		
			Approved	X		Brokerage Fee		X			

[Signature]
Buyer(s)

[Signature]
Seller(s)

[Signature]

Purchase and Sale Agreement Regarding Property Described As:

Address: 548 Coastal Place

Legal (the Property):

Original L7A 857



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5) Funds At Closing:

Seller and Buyer agree before recording can take place, funds provided to the Closing Agent shall be in the following form: cash; interbank electronic transfer; money order; a certified check or cashier's check drawn on a financial institution located in the state; or any above combination that permits the Closing Agent to convert the deposit to cash not later than the next business day (AS 34.80.040).

6) Recording/Possession:

- a) This sale shall be recorded on Oct. 1st 2007, (date) or earlier by mutual agreement. Prior to recording, Buyer and Seller agree to sign all reasonably necessary closing documents and to perform the reasonable conditions required by the Closing Agent and Buyer's Lender.
- b) Seller shall deliver possession of the Property to the Buyer upon confirmation of recording or ☐ under attached occupancy agreement or ☐ other _____.
- c) Unless otherwise agreed in writing, Seller shall remove all debris, personal property not sold to Buyer, and leave the Property in clean condition. Seller shall provide keys and/or means to operate all locks, including but not limited to: mailboxes, security systems, alarms, garage door openers and any portable control devices for accessing the Property upon confirmation of recording.
- d) Tenant occupied Property: Seller to provide rental/lease agreement within three (3) days of acceptance of offer. Offer subject to Buyer's approval of rental/lease agreements within the time set forth in Paragraph 12i below. Seller and Buyer shall comply with the regulations contained in the Alaska Landlord/Tenant Act. All refundable deposits shall be transferred to the Buyer at closing.
- e) If Property is a unit in a condominium or other common interest community, Buyer may be required to pay a deposit to the homeowners' association (HOA) to obtain access to HOA facilities.

7) Prorations:

Property taxes, interest on loans being assumed, prepaid rents, and HOA fees, if applicable, shall be prorated as of the date of recording.

8) Title/Survey:

- a) The Seller shall convey title by statutory warranty deed or _____.
- b) Unless otherwise provided herein, this transaction is subject to Buyer's review and approval of a preliminary title report and copies of the exceptions it discloses showing the condition of title to the Property. Upon execution of this Purchase Agreement by all parties, Seller will, at Seller's sole expense, promptly order the report and exceptions from Fidelity Title/Lorraine (Title Company) and furnish them to Buyer. Upon receipt of the report and exceptions, Buyer shall have _____ business days (five (5) if not filed in) within which to notify Seller, in writing, of any matters disclosed in the report which are unacceptable to Buyer. Buyer's failure to timely object, in writing, to any matters disclosed in the report shall constitute acceptance of the report. If, within _____ business days (five (5) if not filed in) following receipt of the objections, Seller fails to remove or correct the matters identified in the objections, or does not give written assurances reasonably satisfactory to Buyer that they will be removed or corrected prior to the closing date this transaction shall automatically terminate. After closing, Buyer shall receive an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the amount of the purchase price, free and clear of the objections and all other title exceptions agreed to be removed as part of this transaction.
- c) Survey, as-built survey, or recertification of survey shall be dated on or after _____, (date) or as required by Lender.

9) Documents Required By Law:

- a) **Lead-Based Paint Warning:** Unless exempt, if the improvements on the Property include one or more residential dwelling(s) constructed prior to January 1, 1978, the Buyer shall not be obligated under the terms of this Purchase Agreement unless a completed Lead-Based Paint Disclosure form is signed by Seller and the Seller's real estate licensee(s), which must occur before the parties sign this Purchase Agreement. (See EPA pamphlet Protect Your Family From Lead in Your Home for more information.) If applicable, Buyer acknowledges receipt of the lead-based paint disclosure signed by the Seller prior to signing this offer.
- b) Buyer ☒ has ☐ has not received a copy of the State of Alaska Residential Real Property Transfer Disclosure Statement.
- c) Buyer ☒ has ☐ has not received a copy of the Alaska Real Estate Commission Consumer Pamphlet.
- d) In the event a Resale Certificate or a Public Offering Statement is required by law for the transfer of this Property, it is hereby agreed that the time for the Buyer to review these documents begins at the date and time that the Buyer acknowledges in writing the receipt of these documents.

Form 70713. Originated 11/04. Revised 10/05.

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Page 3 of 8

Buyer(s)

Seller(s)

Purchase and Sale Agreement Regarding Property Described As:

Address: 548 Coastal Place

Legal (the Property):

Original L7A R57



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10) Appraisal:

- a) ☐ Buyer ☐ Seller agrees to advance funds for the appraisal fee to Lender by _____, (date) and authorizes the Lender to order by ESP (date).
- b) In the event the appraisal generates Lender-required repairs, repairs to be negotiated between Seller and Buyer.
- c) If Seller and Buyer have not reached an agreement regarding Lender-required repairs, within _____ days of Seller's receipt of the appraisal, this Purchase Agreement shall automatically terminate.
- d) If repairs/remedies are subject to re-inspection and approval prior to the closing date, Buyer shall pay for first re-inspection. Thereafter, Seller to pay for all additional re-inspection fees.

11) Square Footage:

Buyer understands that measurements for square footage and/or dimensions may vary. It is the Buyer's responsibility to verify square footage (within the time set forth in Paragraph 12c below) and not rely on information received from Seller, Brokers and Licensees, appraisers or governmental agencies.

12) Physical Inspection of Property/Property Condition:

- a) Until the date of possession or recording, whichever is earlier, Seller agrees to maintain the Property in its current condition, subject to ordinary wear and tear.
- b) Buyer and Seller understand that Brokers and/or Licensees are not experts in the areas noted below and Buyer and Seller should rely solely on experts who are qualified in these areas. Brokers and/or their Licensees make no representations regarding the Property, including whether the residence or other improvements meet current building codes, safety or other requirements.
- c) Buyer shall have the right, at Buyer's expense, to have a licensed contractor(s) or other qualified professional(s) to further inspect and investigate the subject Property on or before May 30th 2007, (date) _____ a.m. 6 p.m. (time).
- d) Buyer is advised to hire a qualified, licensed, adequately insured inspector upon terms satisfactory to Buyer, which may include some of the provisions in Paragraph 12(f) below.
- e) Seller to approve Buyer's selection of a qualified professional(s) prior to any inspection or action. Such approval will not be unreasonably withheld. Buyer requests approval of the following Inspector(s):

<u>Home Tech</u>	<u>Home Inspection Services</u>
<u>Northern Home Inspections</u>	<u>Home Masters</u>

- f) Seller shall make the premises available for all inspections. Buyer shall defend, indemnify and hold Seller, Brokers and Licensees harmless from all liability or property damage including any liens, claims, damages or costs or personal injury arising from the Property inspections. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to enforce this subsection, including Seller's reasonable attorney fees. This provision shall survive the termination of this Purchase Agreement.
- g) Buyer's inspection may include, but is not limited to: square footage, rental/lease agreements, school boundaries, zoning, avalanche hazards, sex offenders, pests, structural, plumbing, sewer/septic system, well (quantity/quality), heating, appliances, insulation, electrical, roof, soils, drainage, foundation, mechanical systems, code compliance or possible environmental hazards such as asbestos, mold, urea-formaldehyde, radon gas, waste disposal sites, underground tanks, water contamination and/or other substances/products, etc.
- h) Buyer shall furnish to Seller copies of all reports obtained by Buyer concerning the subject Property at no cost to Seller. Buyer and Seller understand that any written reports generated as a result of any inspection(s) and investigation(s) of this Property become a material amendment to the State of Alaska Residential Real Property Transfer Disclosure Statement. Upon the receipt by Buyer of any such new property disclosure, Buyer has seventy-two (72) hours, or as otherwise allowed under AS Sec 34.70.020, to terminate this Purchase Agreement.
- i) Buyer's request for repairs/remedies shall be in writing, supported by written reports, and delivered to Seller or Seller's representative not later than Jun 4th 2007, (date) _____ a.m. 6 p.m. (time).
- j) If Seller and Buyer have not reached an agreement regarding Buyer's request for repairs/remedies, by Jun 7th 2007, (date) _____ a.m. 6 p.m. (time) this Purchase Agreement may be terminated at the election of the Buyer within 3 days (three, if not marked) after the date and time above.
- k) If Seller's corrections are subject to re-inspection and approval prior to the closing date, by the same inspector who prepared the report, Buyer shall pay for first re-inspection. Thereafter, Seller to pay for all additional re-inspection fees.
- l) If Buyer fails to have the Property inspected or fails to provide Seller with a written request for repairs/remedies, in accordance with this Purchase Agreement, Buyer accepts the Property in its present condition and as described in the Residential Real Property Transfer Disclosure Statement.

Form 70714, Originated 11/04, Revised 10/06.

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Page 4 of 8

[Signature]
Buyer(s)

[Signature]
Seller(s)

[Signature]

Purchase and Sale Agreement Regarding Property Described As:

Address: 548 Coastal Place

Legal (the Property): _____

Original LTA 257

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m) Except as otherwise specifically stated in this Purchase Agreement or the Residential Real Property Transfer Disclosure Statement, Buyer's closing of this transaction shall constitute Buyer's acceptance of the Property AS IS, WHERE IS, at closing, with all defects, latent or otherwise. Neither Seller, Broker nor any Licensee shall be bound by any representation or warranty of any kind relating in any way to the Property, its condition, quality or quantity, except as specifically set forth in this Purchase Agreement or the Residential Real Property Disclosure Statement, which contains representations of the Seller only, and which is based upon the best of Seller's personal knowledge.

13) Termination:

In the event this Purchase Agreement is terminated as provided for in this Purchase Agreement absent a default by the Buyer, all earnest money shall be returned to the Buyer and all parties shall be relieved of their obligations as set forth herein.

14) Time of the Essence and Remedies:

Seller and Buyer understand that time is of the essence. If any obligation is not performed or waived as provided, or if any note or check received as earnest money or any other payment is not paid, honored or tendered when due, there shall be the following remedies:

- a) If Buyer is in Default: Except as provided in Paragraphs 3, 10c), 12h) and 12j), 16 and 17, Seller's remedies shall be limited to liquidated damages in the amount of the earnest money set forth in Paragraph 1 above. It is agreed that such payments and things of value are liquidated damages and are Seller's sole and only remedy for Buyer's failure to perform the obligations of this contract. The parties agree that Seller's actual damages in the event of Buyer's default would be difficult to measure, and the amount of the liquidated damages herein provided for is a reasonable estimate of such damages.
- b) If Seller is in Default: Buyer may elect to treat this Purchase Agreement as canceled, in which case all earnest money paid by Buyer hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Purchase Agreement as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

15) Earnest Money Dispute:

Notwithstanding any termination of this Purchase Agreement, Buyer and Seller agree that, in the event of any controversy regarding the earnest money held by Broker, the Broker may:

- a) Make the determination as to the cause of the failure of this Purchase Agreement and distribute the earnest money accordingly, or
- b) Require the parties to execute an agreement for the release of the earnest money, in which case the earnest money shall be distributed in accordance with such agreement. If the parties are unwilling to execute an agreement for the release of earnest money, the parties shall submit the matter to mediation as provided below, and if mediation fails, the broker may file an interpleader action in a court of competent jurisdiction requesting the court to determine the distribution of the earnest money. Broker shall be entitled to an award from the earnest money of attorneys' fees and costs.

16) Mediation:

If a dispute arises relating to this Purchase Agreement, between or among Buyer and Seller, or Broker(s) and/or their representative(s), and is not resolved prior to or after recording, the parties shall first proceed in good faith to submit the matter to mediation. Costs to be shared by mutual agreement between or among the parties. Unless otherwise agreed in mediation, the parties retain their rights to proceed to arbitration or litigation.

17) Costs and Expenses:

In the event of any arbitration or litigation relating to this Purchase Agreement, the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney fees.

18) Broker:

It is mutually agreed by all parties that the Brokers and/or their Licensees shall not be held liable in any manner whatsoever for damages arising from defaults or acts by or omissions of Buyer or Seller.

- a) Both Buyer and Seller acknowledge Brokers are participants of the Alaska Multiple Listing Service, Inc., (AK MLS) and are authorized to report details of the sale to AK MLS.
- b) Buyer and Seller authorize any Lender, escrow agent, closing agent, appraiser, home inspector, surveyor and any other related party to this sale to furnish and provide, on request or closing, any and all information and copies of documents related to this sale to both the Listing and Selling Brokers and their Licensees.

[Signature]
Buyer(s)

[Signature]
Seller(s)

[Signature]

Purchase and Sale Agreement Regarding Property Described As:

Address: 548 Coastal Place

Legal (the Property):

Original L7A B37



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18) Acceptance/Notice of Acceptance/Delivery:

This offer may be accepted by being signed by the other party with no changes, and such acceptance shall be effective when a complete copy of the fully signed agreement is delivered to the other party by any one of the following methods:

- a) Actual delivery to the other party or the other party's licensee;
- b) Via email to the other party or the other party's licensee, but only if the person transmitting the email receives electronic confirmation that the email was received by the intended recipient; or
- c) Via facsimile to the other party or the other party's licensee, but only if the transmitting fax machine prints a confirmation that the transmission was successful.

This Purchase Agreement may be signed in multiple counterparts with the same effect as if all parties signed the same documents.

Delivery of a photocopy, telefax, electronic, carbon or carbonless copy of a signed original of this Purchase Agreement or any other documents referred to herein shall be treated the same as delivery of the original.

20) Foreign Investment in Real Property Tax Act:

The Foreign Investment in Real Property Tax Act ("FIRPTA") requires every person who purchases real property located within the United States from a "foreign person" to deduct and withhold from the Seller's proceeds ten percent (10%) of the gross sales price, with certain exceptions, and to pay the amount withheld to the Internal Revenue Service. A "foreign person" includes a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, and foreign estate. Seller and Buyer agree to execute and deliver, as appropriate, any instrument, affidavit or statement, and to perform any acts reasonable or necessary to comply with FIRPTA.

21) Attachments:

The following attachments are hereby made part of this Purchase Agreement:

Separate Bill of Sale

ALSC Pamphlet

Sex Offender Addendum

22) Additional Terms and Conditions:

Sale subject to the purchaser confirming that a communication system and electrical capacity expansion can both be done at a price acceptable to the buyer. This contingency to be removed within 14 days of agreed upon offer.

Purchaser requests that no reservations be taken after the 15th of September, 2007.

Seller to provide buyer with a list of personal assets/property that are going to be removed from the property. This list to be provided within 5 days of an agreed upon offer.

Purchaser acknowledges that they have researched and are aware of NOA zoning laws pertaining to this property for any use they may have in mind.

Seller to provide total indemnification for all liability associated with the property and business through date of closing. Also to be provided: written confirmation from credit card and Casualty insurance companies used for the business operation that no liability claims or unresolved credit claims exist against the property or operations.

Seller warrants that all suppliers and vendors have been paid for all rendered services and no liabilities exist beyond the closing date. List of said vendors to be supplied to buyer along with contact information and what services they provide.

Appraisal to meet or exceed sales price or contract to be renegotiated within 24 hours of receipt of said appraisal.

Property to be conveyed to purchaser in same physical and aesthetic condition as when viewed for purchase. Property to be professionally cleaned before recording; carpets to be steam cleaned and wood floors buffed and polished.

☐ See attached addendum for additional terms and conditions.

Form 70716. Originated 11/04. Revised 10/05.

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[Signature]
Buyer(s)

[Signature]
Seller(s)

[Signature]

Purchase and Sale Agreement Regarding Property Described As:

Address: 548 Coastal Place

Legal (the Property): Original L7A 857



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23) Entire Agreement:

This Purchase Agreement, the Residential Real Property Transfer Disclosure Statement, and any attached addenda constitute the whole agreement between the parties. No warranties, including any warranty of habitability, agreements or representations have been made or shall be binding upon either party unless herein set forth. In the event the improvements on the Property are destroyed or materially damaged prior to recording, then, at Buyer's option, this Purchase Agreement shall terminate upon Buyer's written notice to Seller.

a) This document may not be modified except in writing and signed by the Parties.

b) Buyer agrees to purchase and pay for the above-described Property on the terms and conditions herein stated. Receipt of a copy of this Purchase Agreement is hereby acknowledged. Buyer understands this is a legally binding contract. Buyer agrees that closing of the sale will constitute an acknowledgment that the premises and its systems are acceptable at the time the sale is closed.

In the event the Seller or Seller's Licensee has failed to notify Buyer or Buyer's Licensee, of the Seller's signed acceptance prior to May 16th 2007, (date) a.m. 5 p.m. (time), this offer shall terminate.

This Purchase Agreement has significant legal and financial consequences. You are advised to seek independent legal and financial counsel, including tax advice from a tax attorney or CPA, before signing. The Brokers and Licensees cannot give legal, tax or financial advice.

Date May 15th 2007 Time: a.m. p.m.

Buyer Signature(s) E-mail Address Office Ph(s) Cell Ph(s)

Garret S. Wong garret.wong@wong-cm.com 222-9801

Barbara K. Wong barbara.wong@wong-cm.com 222-9803

3: Fax Ph(s)

Print name(s) to be on documents Garret S Wong & Barbara K Wong

Mail Address

Physical Address 1311 L Street Anchorage, AK, 99501

Name of Selling Broker's Office Dynamic Properties

Licensee Signature Mary K Tutterow Licensee Signature

Brokerage Fee:

A real estate broker may be compensated by any party to a real estate transaction, by a third party, or by one or more of the parties to the transaction splitting or sharing the compensation. Seller and/or Buyer agree to pay forthwith at closing a brokerage fee in cash as stated in the Personal Services Agreement. (i.e. Listing Agreement, Buyer's Agreement)

Buyer(s)

Seller(s)

ALASKA Multiple Listing Service

Purchase and Sale Agreement Regarding Property Described As:

Address: 548 Coastal Place

Legal (the Property): Original L7A B57

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Seller Response: (sign only one!)

- ☒ Seller accepts the foregoing offer as written. Seller agrees to sell and convey the Property described on the terms and conditions herein stated. Seller understands this is a legally binding contract.

Seller Signature(s)

1: _____ 2: _____ 3: _____

Date: _____ Time: _____ a.m. _____ p.m.

- ☒ Seller makes the attached Counter Offer

Seller Signature(s)

1: Rick Gilliam 2: _____ 3: _____

Date: 5-16-07 Time: 4:45 a.m. ☒ p.m.

- ☐ Seller hereby rejects the foregoing offer and declines to make a Counter Offer

Seller Signature(s)

1: _____ 2: _____ 3: _____

Date: _____ Time: _____ a.m. _____ p.m.

Print name(s) Rick Gilliam

Mail Address _____

Physical Address 548 Coastal Place Anchorage, AK, 99501

Phone 441-9114

E-Mail _____

Name of Listing Broker's Office Dynamic Properties

Licensee Signature Rick Gilliam Licensee Signature Rick Gilliam

Form 70719. Originated 11/04. Revised 10/05.

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Buyer(s)

Seller(s)

Alaska Multiple Listing Service

Bill of Sale¹

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1 Rich Gilliam, for and in consideration of the sum of
2 \$1 shall convey to
3 Garret S Wong & Barbara K Wong, the following personal property located at:
4 548 Coastal Place, Anchorage, State of Alaska.
5

6 <input checked="" type="checkbox"/> Refrigerator	<input checked="" type="checkbox"/> Oven/Range	<input type="checkbox"/> Central Vac Attachments
7 <input checked="" type="checkbox"/> Dishwasher	<input checked="" type="checkbox"/> Washer	<input checked="" type="checkbox"/> Window Coverings
8 <input checked="" type="checkbox"/> Microwave	<input checked="" type="checkbox"/> Dryer	<input type="checkbox"/> Trash Compactor
9 <input type="checkbox"/> Swing Set	<input type="checkbox"/> Pool Table	<input type="checkbox"/> Hot Tub
10 <input type="checkbox"/> Water Softener	<input type="checkbox"/> Generator	<input checked="" type="checkbox"/> Workbench/Shelving
11 <input type="checkbox"/> Satellite Dish	<input type="checkbox"/> Greenhouse	<input type="checkbox"/> Dog Kennel/Run
12 <input checked="" type="checkbox"/> Garage Door Opener Remotes	<input type="checkbox"/> Wall/Ceiling Speakers	<input type="checkbox"/> Storage shed
13 <input checked="" type="checkbox"/> Chandelier	<input type="checkbox"/> Other	<input type="checkbox"/> Other

14 All appliances to include those listed above and has furnishings to remain w/property; owner
15 to provide an itemized list of those that will not remain within 5 days of agreed upon offer.
16

17 The Seller herein warrants that said property is free from all liens and encumbrances. If the Purchase and
18 Sale Agreement dated Apr. 13th 07 does not record; this Bill of Sale shall become null and void.
19

20 **THE ABOVE DESCRIBED ITEM(S) SHALL BE CONVEYED IN "AS-IS" CONDITION AND NO**
21 **WARRANTIES ARE MADE AS TO THE CONDITION OF THE PERSONAL PROPERTY.**
22

23 All fixtures including, but not limited to, lighting (including chandelier/dining room fixtures), blinds and
24 drapes shall remain with the subject property.
25

26 **SELLER TO LIST THE ITEMS, APPEARING TO BE AFFIXED TO THE PROPERTY, THAT ARE NOT**
27 **INCLUDED WITH THE SALE:**
28

29

30

31

32

33 Dated: 4/13/2007

34 Buyer 1: Garret S Wong

35 Buyer 2: Barbara K Wong

36 Buyer 3: _____

Dated: 4-16-07

Seller 1: Rich Gilliam

Seller 2: _____

Seller 3: _____



Sex Offender – Buyer Awareness Addendum
This form authorized for use ONLY by active Real Estate Licensees Subscribers of Alaska Multiple Listing Service, Inc.



1 In reference to the Purchase and Sale Agreement between:

2 Gazret S Wong & Barbara K Wong, the Buyer(s),
3 and Rick Gilson, the Seller(s),

4 dated March 27 07, covering the real property commonly known as:

5 Address: 548 Coastal Place

6 Legal (the Property): Original L7A M57

7
8 The State of Alaska requires the registration of sex offenders residing within the State of Alaska. The
9 registration requirements are located in AS12.63.010. Under this statute, a convicted sex offender is
10 required to register in person at the Alaska State Trooper Post or Municipal Police Department located
11 nearest to where the sex offender resides at the time of registration.

12
13 Additionally, a central registry of sex offenders has been created by AS16.65.087. This statute also outlines
14 the information contained in this central registry. The Alaska Department of Public Safety is charged with
15 maintaining this registry.

16
17 Should this information be material to your decision to purchase a specific property, you may contact the
18 Alaska State Trooper Post or Municipal Police Department near you for more information. You may also
19 obtain additional information on the State of Alaska /Department of Public Safety Internet site by clicking on
20 the Sex Offender Registry:

21
22 <http://www.dps.state.ak.us>

23
24 As Buyer, it is your responsibility to independently investigate, discover,
25 and verify for yourself the acceptability of the neighborhood with respect to this issue.

26
27 If Buyer elects to rescind this agreement based upon this investigation, Buyer must provide Seller with
28 written notice no later than 05/20/07 (date).

29
30 In this event, this sale shall then become null and void and the earnest money shall be returned to Buyer.
31 Buyer's failure to notify Seller as herein provided shall conclusively be considered acceptance.

32
33 Date: 05/15/07

34 Buyer 1: [Signature]

35 Buyer 2: [Signature]

36 Buyer 3: _____

37 Selling Office: Dynamic Properties

Dated: 5-16-07

Seller 1: [Signature]

Seller 2: _____

Seller 3: _____

Listing Office: Dynamic Properties

Addendum or Amendment to the Purchase and Sale Agreement
This form authorized for use ONLY by active Real Estate Licensee Subscribers of Alaska Multiple Listing Service, Inc.



1 Date Jun. 7th 2007

2 In reference to the Purchase and Sale Agreement between:

3 Garret S Wong & Barbara K Wong, the

4 Buyer(s), and Rick Giliam

5 the Seller(s), dated March 27 07, covering the real property commonly known as:

6 Address: 548 Coastal Place

7 Legal (the Property): Original L7A B57

8 the undersigned Buyer(s) and Seller(s) hereby agree to the following (check only one):

9 ☐ **Addendum** – to be used only when creating a new Purchase and Sale Agreement (use Counter Offer form if
10 making a counter offer).

11 ☒ **Amendment** – to be used only when changing an existing Purchase and Sale Agreement:

12 In reference to section 22 of purchase and sale agreement on page 6, time frame for
13 removing contingency for obtaining bids for electrical and telephone expansion to be
14 extended to Wednesday, June 13, 2007.

15 On the purchase agreement under paragraph J of Physical Inspection of Property/Property
16 Condition, date for reaching an agreement on repairs to be extended to June 13, 2007.

17 All other terms and conditions to remain the same.

18
19
20
21
22
23
24
25
26
27
28
29 The herein agreement, upon its execution by both parties, is herewith made an integral part of the aforementioned
30 Purchase and Sale Agreement.

31
32 Dated: 06/07/07 Time: 10:00 (a.m./p.m.)

Dated: _____ Time: _____ a.m./p.m.

33 Buyer 1: Garret S Wong

Seller 1: _____

34 Buyer 2: Barbara K Wong

Seller 2: Rick Giliam

35 Buyer 3: _____

Sellers: _____

36 Selling Licensee(s) _____

Listing Licensee(s) _____

Mary H Tutterow

Rick Giliam

37
38 Selling Brokerage Dynamic Properties

Listing Brokerage Dynamic Properties

5

POSTING AFFIDAVIT



RECEIVED
JUL 30 2007
PLANNING DEPARTMENT

AFFIDAVIT OF POSTING

CASE NUMBER: 2007-143

I, Jeremiah M. Simono 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 REZONE. The notice was posted on 7/26/07 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 26th day of July, 2007

Signature 

LEGAL DESCRIPTION

Tract or Lot 7A

Block 57

Subdivision L Street Slide Replat (No. 67-3040)

6

HISTORICAL INFORMATION

PARCEL INFORMATION

APPRAISAL INFORMATION

Legal ORIGINAL
BLK 57 LT 7A

Parcel 001-032-01-000
Owner GILIAM ERIC A






Descr SINGLE FAMILY
Site Addr 548 COASTAL PL

PO BOX 242912
ANCHORAGE

AK 99524 2912

RELATED CAMA PARCELS

Cross Reference (XRef) Type Legend

Related Parcel(s)	XRef Type	Leased Parcels
		

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 = New to Old L = GIS to Lease
X = Old to New P = Old to New M = Lease to GIS

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

REZONE



Case Number 2007-143 # of Parcels 1 Hearing Date 09/10/2007
Case Type Rezoning to R-O Residential-office district
Legal A request to rezone approximately .24 acres from R-3 (Multiple Family Residential to R-O (Residential-Office).
Original Townsite, Block 57, Lot 7A. Located at 548 Coastal Place.

PLAT




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

PERMITS




Permit Number BNB020004
Project SLEEPING LADY B & B
Work Desc bed and breakfast
Use BED AND BREAKFAST

BZAP

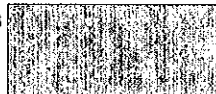


Action No.
Action Date Status
Resolution Type

ALCOHOL LICENSE



Business Address Applicants Name
License Type Conditions
Status



PARCEL INFORMATION

OWNER
GILIAM ERIC A

PO BOX 242912
ANCHORAGE AK 99524 2912
Deed 2005 0056668
CHANGES: Deed Date Aug 12, 2005
Name Date Aug 22, 2005
Address Date Aug 22, 2005

PARCEL
Parcel ID 001-032-01-000
Status
Renumbr ID 000-000-00-00000
Site Addr 548 COASTAL PL
Comm Concl SOUTH ADDITION
Comments

01

TAX INFO
2007 Tax 14,015.45 Balance 0.00 District 001

LEGAL

ORIGINAL
BLK 57 LT 7A

Unit SQFT 10,380
Plat 670030
Zone R3 Grid SW1229

HISTORY

	Year	Building	Land	Total
Assmt Final	2005	481,500	126,200	607,700
Assmt Final	2006	640,900	311,700	952,600
Assmt Final	2007	639,200	323,400	962,600
Exemptions				0
State Credit				0
Tax Final				942,600

PROPERTY INFO

#	Type	Land Use
01	RESIDENTIAL	SINGLE FAMILY

SALES DATA

Mon	Year	Price	Source	Type
06	1997	92,500	OTHER	LAND SALE

LAND & COMMON PARCEL INFORMATION

APPRAISAL INFORMATION

Legal ORIGINAL
BLK 57 LT 7A

Parcel 001-032-01-000

01 of 01

Owner GILIAM ERIC A

Site Addr 548 COASTAL PL

PO BOX 242912
ANCHORAGE

AK 99524

LAND INFORMATION

Land Use SINGLE FAMILY
Class RESIDENTIAL
Living Units 001
Community Council 02E SOUTH ADDITION
Entry: Year/Quality 01 1980 0
02 200E EXT OWN R/O
Access Quality GOOD
Access Type
Leasehold (Y=Leasehold)
Drainage GOOD
Front Traffic LOW
Street PAVED
Topography EVEN HILLY STEEP
Utilities PUBLIC WATER PUBLIC SEWER
Wellsite N
Wet Land

CONDOMINIUM INFORMATION

Common Area 0
Undivided Interest 0.00

RESIDENTIAL INVENTORY

APPRAISAL INFORMATION

Legal ORIGINAL
 Site Addr 548 COASTAL PL
 Property Info # Descr SINGLE FAMILY

Parcel 001-032-01-000

01 of 01

#

01

Owner GILIAM ERIC A

RESIDENTIAL STRUCTURE INFORMATION

Style OTHER
 Exterior Walls WOOD
 Year Built 1998
 Remodeled
 Effective Year Built 1998
 Heat Type CENTRAL
 Heat System FORCED AIR
 Fuel Heat Type NATURAL GAS
 Extra Value 0
 0
 Grade EXCELLENT
 Cost&Design Factor
 Condition VERY GOOD

Story Height 1.5
 Total Rooms 15
 Bed Rooms 07
 Recreation Rooms 0
 Full Baths 7
 Half Baths 1
 Additional Fixtures 3
 Fireplace Stacks 1
 Openings 2
 Free Standing 0
 E-Z Set Fireplace 1

AREA

1st Floor 1234
 2nd Floor 0000
 3rd Floor 0000
 Half Floor 2027
 Attic Area 0000
 Recroom Area 000000
 Basement 1905
 Finished Basement 001905
 Basement Garage 0
 Total Living Area 4,659

CONDOMINIUM INFO

Condo Style
 Condo Level 00

ADDITIONS

Basement	1st Floor	2nd Floor	3rd Floor	Area
	WOOD DECK			0456
	WOOD DECK			0024
	ATTACHED GARAGE	WOOD DECK		0036
				0671

OTHER BUILDINGS & YARD IMPROVEMENTS

Type	Qty	Yr Built	Size	Grade	Condition

COMMERCIAL INVENTORY

APPRAISAL INFORMATION

Legal ORIGINAL
BLK 57 LT 7A

Parcel 001-032-01-000

01 of 01

01

Owner GILIAM ERIC A

Site Addr 548 COASTAL PL
Prop Info # SINGLE FAMILY

PO BOX 242912
ANCHORAGE AK 99524

BUILDING INFORMATION

Structure Type
Building SQFT
Year Built
Grade

Effective Year Built

Property Information # 01
Building Number
Identical Units
Number of Units

INTERIOR DATA

Floor	Level	Partitions	Heat System	Air Conditioner	Plumbing	Physical Condition	Functional

EXTERIOR DATA

Floor	Level	Size	Perim	Use Type	Hgt	Wall Type	Const Type

BUILDING OTHER FEATURES - ATTACHED IMPROVEMENTS

Type	Qty	Size1	Size2

OTHER BUILDINGS AND YARD IMPROVEMENTS

Type	Size/Amt	Units	Yr/Built	Condition	Funct/Utility

BUILDING PERMIT INFORMATION**APPRAISAL INFORMATION**

Legal ORIGINAL
BLK 57 LT 7A

Parcel 001-032-01-000

01 of 01

01

Owner GILIAM ERIC A

Prop Info # SINGLE FAMILY
Site Addr 548 COASTAL PL

PO BOX 242912
ANCHORAGE

AK 99524

BUILDING PERMITS

Permit # BNB020004

BNB020101

BNB030086

Class Type A

Class Use BED AND BREAKFAST

Date Jan 04, 2002

Address 545 M ST

Cond Occ/Occ 00000000 00000000

Certification

Contract Type OWNER

Name SYVERSON STEPHEN L & SHERYL

E-mail

Phone (907) 258-4455

Fax () -

Address 545 M STREET

City/State/Zip ANCHORAGE AK 99501-1913

Project SLEEPING LADY B & B

Sewer / Water PUBLIC PUBLIC

Work Type ADMIN

Work bed and breakfast

Description

CASES

2007-143

Case Number 2007-143

of Parcels 1

Hearing Date Monday, September 10, 2007

PERMIT COMMENT

OWNER HISTORY

APPRAISAL INFORMATION

Legal ORIGINAL

BLK 57 LT 7A

Property Info # Descr SINGLE FAMILY

Parcel 001-032-01-000

01 of 01

01

#

Site Address 548 COASTAL PL

Current 08/12/05

GILIAM ERIC A

PO BOX 242912

ANCHORAGE

AK 99524 2912

3rd

3037 0000 03/13/97

CROWLEY PAUL C

733 W 4TH AVENUE #686

ANCHORAGE

AK 99501

Prey

3071 0000 06/02/97

SYVERSON STEPHEN L & SHERYL

545 M STREET

ANCHORAGE

AK 99501

4th

2407 0000 04/22/93

SHIELDS JOSEPH A

3612 N POINT DRIVE

ANCHORAGE

AK 99515

2nd

2407 0000 04/22/93

SHIELDS JOSEPH A

3612 N POINT DRIVE

ANCHORAGE

AK 99515

5th

2042 0000 06/15/90

SHIELDS JOSEPH A &

WILSON KATHRYN M

PO BOX 1158

GIRDWOOD

AK 99587

ON-SITE WATER \ WASTE WATER

APPRAISAL INFORMATION

Legal ORIGINAL
BLK 57 LT 7A

Parcel 001-032-01-000

01 of 01

Owner GILIAMERICA

01

Site Addr 548 COASTAL PL
Land Use SINGLE FAMILY

PO BOX 242912
ANCHORAGE

AK 99524

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 ORIGINAL
BLK 57 LT 7A

Parcel 001-032-01-000

01 of 01

Owner GILIAM ERIC A

Site Addr 548 COASTAL PL
Prop Info # SINGLE FAMILY

PO BOX 242912
ANCHORAGE

AK 99524

ASSESSMENT

Assessment

01
03
04

Description SEWER LATERAL

Assessment Area 10,380

Original Assessment 0.00

Original Principal 0.00

Annual Payment 0.01

YTD Payment 0.00

Delinquent Payment 0.00

Unbilled Payment 0.00

RESOLUTION

Resolution

C92517
C92517
C04A72

PLAT

670030

Status HISTORY

Total Area 10,380

LAST PAYMENT INFORMATION

Date Monday, October 03, 1994

Principal 0.00

Payment 0.00

Delinquent Interest 0.00

Penalty 0.00

Bond Interest 0.00

Cost 0.00

Content Information**Content ID :** 005652**Type:** Ordinance - AO

Title: Planning and Zoning Commission recommendation of approval for a rezoning of approximately 0.24 Acres From R-3 (Multiple Family Residential) to R-0 SL (Residential Office) with Special Limitations, for L Street Slide Replat, Block 57, Lot 7A; generally loc

Author: maglaquijp**Initiating Dept:** Planning

Description: Planning and Zoning Commission recommendation of approval for a rezoning of approximately 0.24 Acres From R-3 (Multiple Family Residential) to R-0 SL (Residential Office) with Special Limitations, for L Street Slide Replat, Block 57, Lot 7A

Date Prepared: 10/26/07 10:54 AM**Director Name:** Tom Nelson

Assembly Meeting Date: 11/13/07

Public Hearing Date: 12/11/07

Workflow History

Workflow Name	Action Date	Action	User	Security Group	Content ID
AllOrdinanceWorkflow	10/26/07 10:58 AM	Checkin	weaverjt	Public	005652
Planning_SubWorkflow	10/26/07 4:08 PM	Approve	nelsontp	Public	005652
ECD_SubWorkflow	10/29/07 2:13 PM	Approve	thomasm	Public	005652
OMB_SubWorkflow	10/31/07 10:51 AM	Approve	mitsonjl	Public	005652
Legal_SubWorkflow	11/1/07 1:23 PM	Approve	gatesdt	Public	005652
MuniManager_SubWorkflow	11/2/07 4:01 PM	Approve	leblancdc	Public	005652
MuniMgrCoord_SubWorkflow	11/5/07 10:24 AM	Checkin	maglaquijp	Public	005652
MuniMgrCoord_SubWorkflow	11/5/07 10:25 AM	Approve	maglaquijp	Public	005652

2007 NOV -5 AM 10:53
 M.O.A.
 CLEANS OFFICE