

Submitted by: Chair of the Assembly at the  
Request of the Mayor  
Prepared by: Department of Community  
Development

CLERK'S OFFICE

For reading

November 23, 2010

**AMENDED AND APPROVED**

Date: 11-23-10 Anchorage, Alaska  
AR 2010-337

**A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY  
APPROVING AN ALCOHOLIC BEVERAGES CONDITIONAL USE FOR A  
PRIVATE CLUB USE AND LICENSE NUMBER 2706 IN THE I-1 (LIGHT  
INDUSTRIAL) DISTRICT, FOR VETERANS OF FOREIGN WARS (VFW) POST  
9981, DBA VFW POST 9981; LOCATED AT 12870 OLD SEWARD HIGHWAY,  
UNIT NUMBERS 109, 110, 111; VANDER HOEK SUBDIVISION, LOT 2D;  
GENERALLY LOCATED NORTH OF CROSS ROAD, WEST OF OLD  
SEWARD HIGHWAY AND EAST OF THE ALASKA RAILROAD RIGHT OF  
WAY.**

(Old Seward/Oceanview Community Council) (Case 2010-130)

**THE ANCHORAGE ASSEMBLY RESOLVES:**

**1. Section 1.** A conditional use permit for an Alcoholic Beverages Conditional Use in the I-1 District for a Private Club Use and License Number 2706 per AMC 21.40.200.B.1.vv, for Veterans of Foreign Wars (VFW) Post 9981, dba VFW Post 9981; located at 12870 Old Seward Highway, Unit Numbers 109,110,111; Vander Hoek Subdivision, Lot 2D; generally located north of Cross Road, west of Old Seward Highway and east of the Alaska Railroad right of way, generally meets the applicable provisions of AMC 21.50.020 and AMC 21.50.160.

**Section 2.** This conditional use is approved subject to the following conditions:

1. A Notice of Zoning Action shall be filed with the District Recorder's Office within 120 days of the Assembly's approval for this Private Club use and License in the I-1 District.

2. All uses shall conform to the plans and narrative submitted with this conditional use application.

3. This conditional use approval is for an Alcoholic Beverages Conditional Use and License Number 2706 in the I-1 District for a Private Club Use per AMC 21.40.200 B.1.vv for approximately 2,700 square feet of gross leasable area located within the structure at 12870 Old Seward Highway, Units 109,110,111, Anchorage, AK, Vander Hoek Subdivision, Lot 2D.

4. On-premise sale of alcoholic beverages will be seven days a week as permitted per the Alaska Alcoholic Beverage Control Board requirements.

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

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

**7. Approval is conditional on approved landscaping be in place.**

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

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

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

PASSED AND APPROVED by the Anchorage Assembly this  
23rd day of November 2010.

ATTEST:

Chair

Municipal Clerk



## MUNICIPALITY OF ANCHORAGE ASSEMBLY MEMORANDUM

No. AM 608-2010

Meeting Date: November 23, 2010

From: Mayor

Subject: **ALCOHOLIC BEVERAGES CONDITIONAL USE FOR A PRIVATE CLUB USE AND LICENSE NUMBER 2706 IN THE I-1 (LIGHT INDUSTRIAL) DISTRICT FOR VETERANS OF FOREIGN WARS (VFW) POST 9981, DBA VFW POST 9981; LOCATED AT 12870 OLD SEWARD HIGHWAY, UNIT NUMBERS 109, 110, 111, VANDER HOEK SUBDIVISION, LOT 2D; GENERALLY LOCATED NORTH OF CROSS ROAD, WEST OF OLD SEWARD HIGHWAY AND EAST OF THE ALASKA RAILROAD RIGHT OF WAY.**

1 VFW Post 9981 has made application for a new conditional use permit for an  
2 alcoholic beverages conditional use in the I-1 District, per AMC 21.40.200 B.1.vv,  
3 for a Private Club License Number 2706, dba VFW Post 9981, located at 12870  
4 Old Seward Highway, Unit Numbers 109, 110, 111, Vander Hoek Subdivision, Lot  
5 2D.

6  
7 This proposal is for a Private Club Alcohol Conditional Use in a private club for a  
8 2,700 square-foot gross leasable area. The property is zoned I-1, light industrial  
9 district. In the I-1 District, the use of alcoholic beverage sales is permitted only  
10 through the conditional use process.

11  
12 The I-1 District provides that all required parking be provided on site. The VFW  
13 will have a total of 58 seats, all of which are non-fixed seats. The parking  
14 requirement is one parking space for every three seats. The building is a strip mall  
15 with several uses, and some vacant units. VFW requires 20 parkingspaces, and in  
16 total, the building currently requires 74 parking spaces. The petitioner provided a  
17 site plan showing 74 off-street parking spaces. This meets the requirements of  
18 AMC 21.45.080.

19 There are no known churches or schools within 200 feet of the petition site,  
20 according to Municipal records.

1 There are no alcohol licenses within a 1,000-foot radius of the petition site.  
2 Approval of this Private Club Conditional Use and License Number 2706 will be  
3 the first license within a 1,000-foot radius.  
4

5 Hours of operation are as allowed by Municipal ordinance, and will be as follows:  
6 Monday through Thursday 2:00 p.m. to 2:00 a.m., Friday and Saturday 12:00 p.m.  
7 to 2:00 a.m., and Sunday 12:00 p.m. to 12:00 a.m. The petitioner will provide video  
8 surveillance both inside and outside the facility.  
9

10 At the time this report was written, three public comments were received against  
11 granting the request, and no comments were received by the Anchorage Police  
12 Department or Department of Health and Human Services. Treasury reports there  
13 are no delinquent Personal Property Taxes, or Real Property Taxes owing at this  
14 time.  
15

16 THIS CONDITIONAL USE FOR ALCOHOLIC BEVERAGES IN A PRIVATE CLUB  
17 USE AND LICENSE NUMBER 2706 IN THE I-1 DISTRICT, GENERALLY MEETS  
18 THE APPLICABLE PROVISIONS OF AMC TITLES 10 AND 21, AND ALASKA  
19 STATUTE 04.11.110.  
20

21 Prepared by: Angela C. Chambers, Current Planning Section  
22 Supervisor, Planning Division

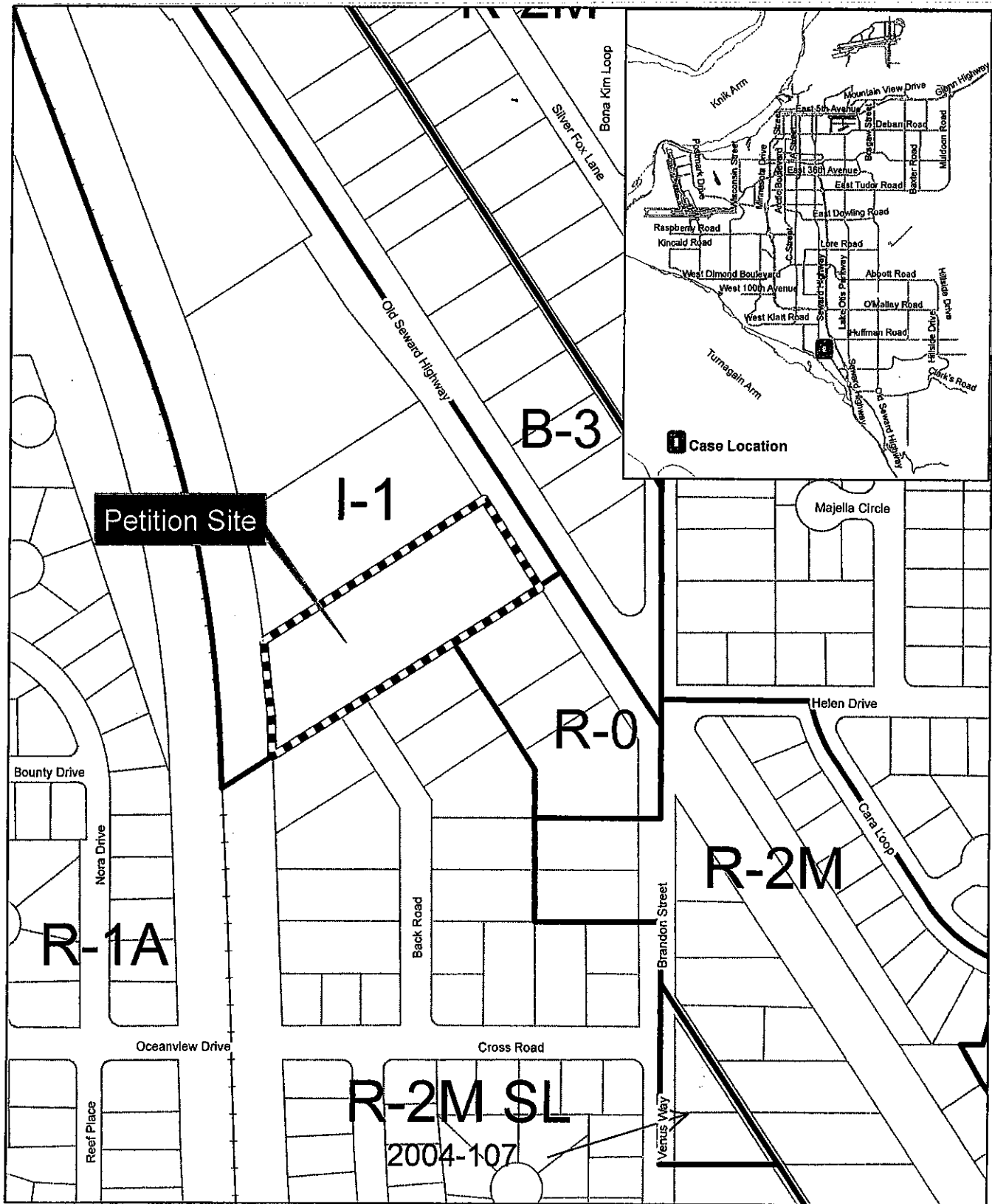
23 Approved by: Jerry T. Weaver Jr, Director  
24 Department of Community Development

25 Concur: Dennis A. Wheeler, Municipal Attorney

26 Concur: George J. Vakalis, Municipal Manager

27 Respectfully submitted: Daniel A. Sullivan, Mayor

# 2010-130



Municipality of Anchorage  
Planning Department  
October 4, 2010

**Flood Limits**  
 100 Year  
 500 Year  
 Floodway

0 325 650 Feet

N  
01

**DEPARTMENT OF COMMUNITY DEVELOPMENT  
STAFF ANALYSIS  
CONDITIONAL USE - ALCOHOLIC BEVERAGE SALES**

**DATE:** November 23, 2010

**CASE NO.:** 2010-130

**APPLICANT:** VFW Post #9981

**REPRESENTATIVE:** Steven Hubbard

**REQUEST:** A Conditional Use for Alcoholic Beverages in the I-1 (Light Industrial) District for a Private Club License #2706, per AMC 21.40.200. D.5.

**LOCATION:** Vander Hoek Subdivision, Lot 2D; generally located north of Cross Road, west of Old Seward Highway, and east of the Alaska Railroad right of way.

**STREET ADDRESS:** 12870 Old Seward Highway # 109, 110, 111

**COMMUNITY COUNCIL:** Old Seward/Oceanview Community Council

**TAX PARCEL:** 018-072-46/ Grid SW 2832

**ATTACHMENTS**

1. Location Map
2. Application
3. Reviewing Agency & Public Comments
4. Posting Affidavit
5. Property & Related History

**RECOMMENDATION SUMMARY:**

This conditional use generally meets the required standards of AMC Title 10 and Title 21, and State Statute 04.11.110.

**SITE:**

Acres: 109,013 SF  
Vegetation: N/A  
Zoning: I-1 (Light Industrial District)  
Topography: Level  
Existing Use: Strip Mall

Soils: Public Sewer & Water

**COMPREHENSIVE PLAN - Anchorage 2020 Plan**

Classification: Commercial Corridor  
Density: N/A

**SURROUNDING AREA**

	NORTH	EAST	SOUTH	WEST
Zoning:	I-1	B-3	R-O/R-1A	R-1A
Land Use:	Commercial Manufacturing/ Processing	Single Family & Mixed Use Commercial	Office Building & Single Family Residential	Single Family Residential

**SITE DESCRIPTION AND PROPOSAL:**

Veterans of Foreign Wars (VFW) is a non-profit Private Club not open to the public and serves as primary support for veterans and their families.

The petitioner has applied to the Alcoholic Beverages Control Board for a Private Club license #2706. The property is zoned I-1, light industrial district.

Hours of operation are as allowed by Municipal ordinance, and will be: Monday through Thursday: 2:00 p.m. to 2:00 a.m., Friday and Saturday: 12:00 p.m. to 2:00 a.m., and Sunday: 12:00 p.m. to 12:00 a.m. The ratio of food sales to alcohol sales is 0% to 100%. All employees will be trained in accordance with the Alcoholic Beverage Control Board's, "Liquor Server Awareness Training Program." There are multiple security cameras inside the facility and exterior security cameras allowing monitoring of the parking lot.

The petitioner made application to the Alcoholic Beverage Control Board for the transferring of location of a Private Club, license #2706, and is seeking final alcoholic beverages conditional use approval in the I-1 District for a transfer of location alcoholic beverage Private Club license per AMC 21.40.200.B.1.vv.

Within 1,000 feet of this application, there are no other liquor licenses. There are no known child care centers within 200 feet of this site.

**PUBLIC COMMENTS:**

Ninety-eight (98) public hearing notices (PHNs) were mailed on October 22, 2010. At the time this report was written, three notices were returned opposing the conditional use. Comments from the Old Seward/Oceanview Community Council have not been received.

## **FINDINGS**

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

This standard appears to be met.

The subject property is located within an area designated as a Commercial Corridor on the Land Use Policy Map of the *Anchorage 2020 Comprehensive Plan*. The Commercial Corridor designation provides for local and regional retail sales and services on major street corridors which are already developed for commercial purposes.

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

Several goals of the *Anchorage 2020 Plan* address related issues such as recreational and economic opportunities. The sale of alcoholic beverages is part of the social, recreational and economic environment of the community.

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

This standard is met.

The I-1 District zoning regulations allow alcoholic beverage sales through the conditional use permit process: AMC 21.40.200 B.1.vv. Liquor stores, restaurants, tearooms, cafes, private clubs or lodges and other places serving food or beverages involving the retail sale, dispensing or service of alcoholic beverages in accordance with section 21.50.160.

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

This standard is met.

The I-1 district is intended primarily for urban and suburban light manufacturing, processing, storage, wholesale and distribution operations, but also permits limited commercial uses. Regulations are



intended to allow efficient use of the land while at the same time making the district attractive and compatible for a variety of uses. A private club serving alcohol is compatible with other uses in the I-1, light industrial district.

AMC 21.50.160.B asks that a list of all alcohol licenses located within a minimum of 1,000 feet of the proposed conditional use be provided. There are no alcohol licenses within a 1,000-foot radius of the petition site. Approving this Private Club License will be the first alcohol license within a 1,000-foot radius of the petition site.

Alaska Statute 04.11.410, "Restriction of location near churches and schools", restricts beverage dispensary and package store licenses from being located in a building the public entrance of which is within 200 feet of the public entrance of a church building, or from being located within 200 feet of school grounds. This restriction does not apply to the subject application: it is neither a beverage dispensary nor package store license. Rather, this application is for a Private Club License.

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

**1. Pedestrian and vehicular traffic circulation and safety.**

This standard is met.

The I-1 District provides that all required parking be provided on site. The use of the building is a strip mall with several uses. The Southside Grill (restaurant) requires 32.33 spaces, Pizza Hut requires 3 spaces, The Barber Shop requires 3 spaces, The Head Rush (beauty shop) requires 3 spaces, VFW requires 20 spaces, and there are 4 vacant units requiring 12 spaces. In total, the property requires 74 spaces. The application provided a site plan showing 74 off-street parking spaces. This meets the requirements on AMC 21.45.080.

There are adequate entrances and exits for vehicles to and from adjacent streets and roadways. Public transportation is available along Old Seward Highway.

**2. The demand for and availability of public services and facilities.**

This standard is met.

A Private Club License at this location will not impact public services. Electrical, water and sewer, natural gas are available on site. Road infrastructure and public transit is already in place. The petition site is within ARDSA, Police and Fire service areas.

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

This standard is met.

As a land use, a Private Club License will not cause or contribute to any environmental pollution.

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

This standard is met.

The zoning and land use of the area will not change as a result of this conditional use permit for a Private Club License.

**Standards Chapter 10.50 Alcoholic Beverages**

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

- A. Concentration and land use. Whether transfer of location or issue of the requested license will negatively impact the community through an increase in the concentration of uses involving the sale or service of alcoholic beverages within the area affected and will conform to the separate standards of AMC 21.50.020.**

Within 1,000-feet of the subject site, there are no alcohol licenses.

- B. Training. If application is made for issue, renewal or transfer of a beverage dispensary license, restaurant or eating place license, or package store license, whether the applicant can demonstrate prospective or continued compliance with a Liquor "Server Awareness Training Program" approved by the State of Alaska alcoholic Beverage Control Board, such as or similar to the program**

**for "Techniques in Alcohol Management (T.A.M.)." Until such plan is approved, training by a licensee's employees in the T.A.M. shall constitute compliance with this ordinance.**

This standard is met.

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

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

This standard is met.

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

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

This standard appears to be met.

According to the application, video cameras are located within the areas proposed for alcohol consumption. Additionally, video cameras will be

located outside the facility. The canteen rules of order will be posted on site. This facility will not permit minors. At the time this report was completed, no written comment had been received from the Anchorage Police Department.

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

This standard is met.

There are no outstanding Business Personal Property taxes owing, according to the Treasury Division.

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

At the time this report was written, the Department of Health and Human Services (DHHS) had not commented on this license application.

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

This form was not requested of this applicant.

**RECOMMENDATION:**

This application for a conditional use for alcoholic beverages in the I-1 District to allow a Private Club use and license #2706 per AMC 21.40.200 B.1.vv for 12870 Old Seward Highway, Units 109, 110, 111, generally meets the required standards of AMC Title 10 and Title 21.

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

1. A Notice of Zoning Action shall be filed with the District Records Office within 120 days of the Assembly's approval of the conditional use.
2. All uses shall conform to the plans and narrative submitted with this conditional use application.
3. This conditional use approval is for an Alcoholic Beverages Conditional Use and License Number 2706 in the I-1 District for a Private Club Use per AMC 21.40.200.B.1.vv for approximately 2,700 square feet of gross leasable area located in the structure at 12870 Old Seward Highway, Units 109, 110, 111, Anchorage, AK; Vander Hoek Subdivision, Lot 2D.
4. On-premise sale of alcohol beverages will be seven days a week as permitted per the Alaska Alcoholic Beverage Control Board requirements.
5. Upon demand the applicant shall demonstrate compliance with a liquor "Server Awareness Training Program" approved by the State of Alaska

alcoholic Beverage Control Board, such as or similar to the program for "Techniques in Alcohol Management (T.A.M.)."

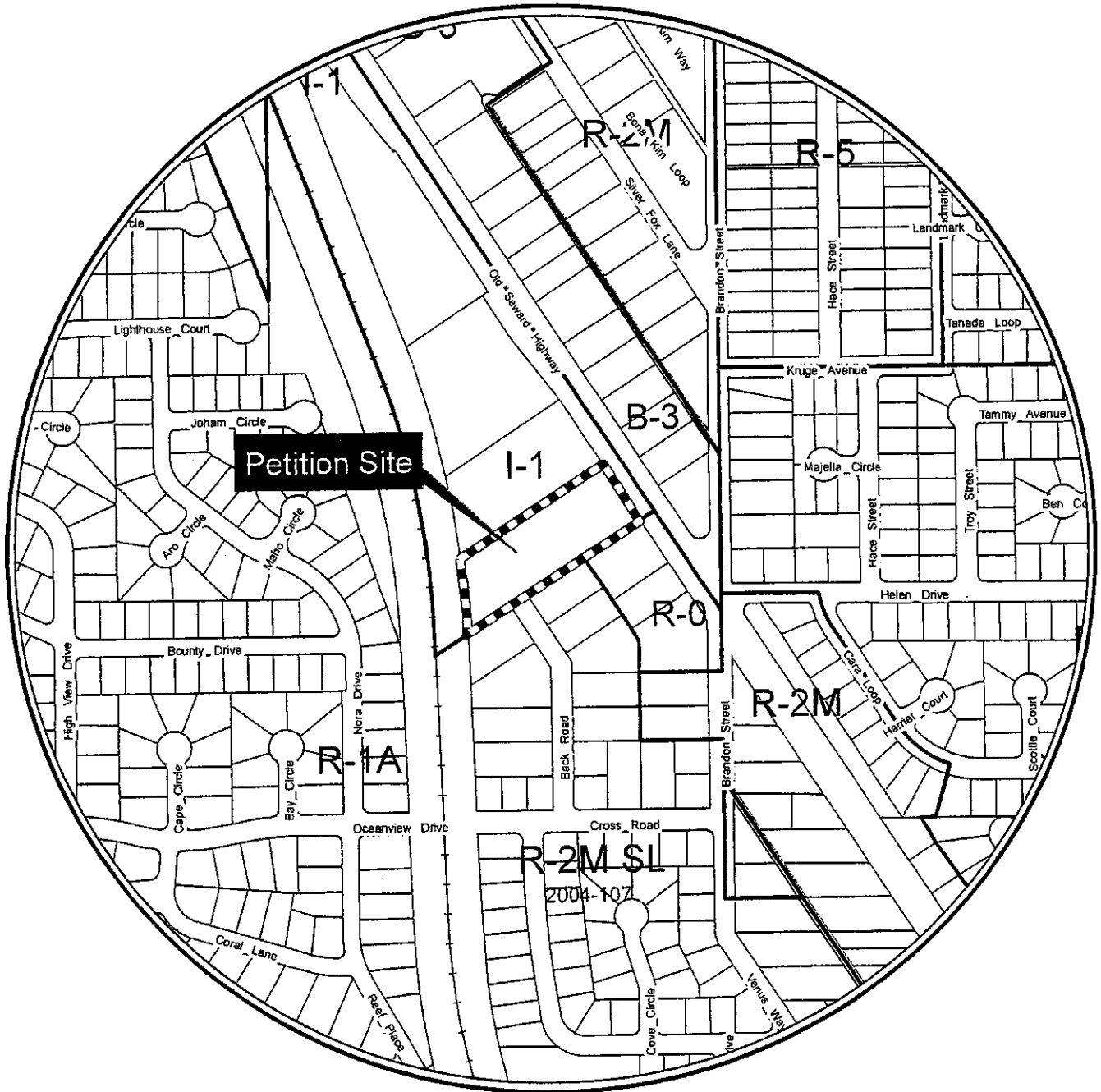
6. The use of the property by any person for the permitted purposes shall comply with all current and future federal, state and local laws and regulations, including but not limited to laws and regulations pertaining to the sale, dispensing, service and consumption of alcoholic beverages and the storage, preparation, sale, service and consumption of food. The owner of the property, the licensee under the Alcoholic Beverage Control license and their officers, agents and employees shall not knowingly permit or negligently fail to prevent the occurrence of illegal activity on the property.
7. A copy of the conditions imposed by the Assembly in connection with this conditional use approval shall be maintained on the premise at a location visible to the public.

**1**

# **MAPS**

# 2010-130

● EXISTING LIQUOR LICENSES WITHIN 1000'



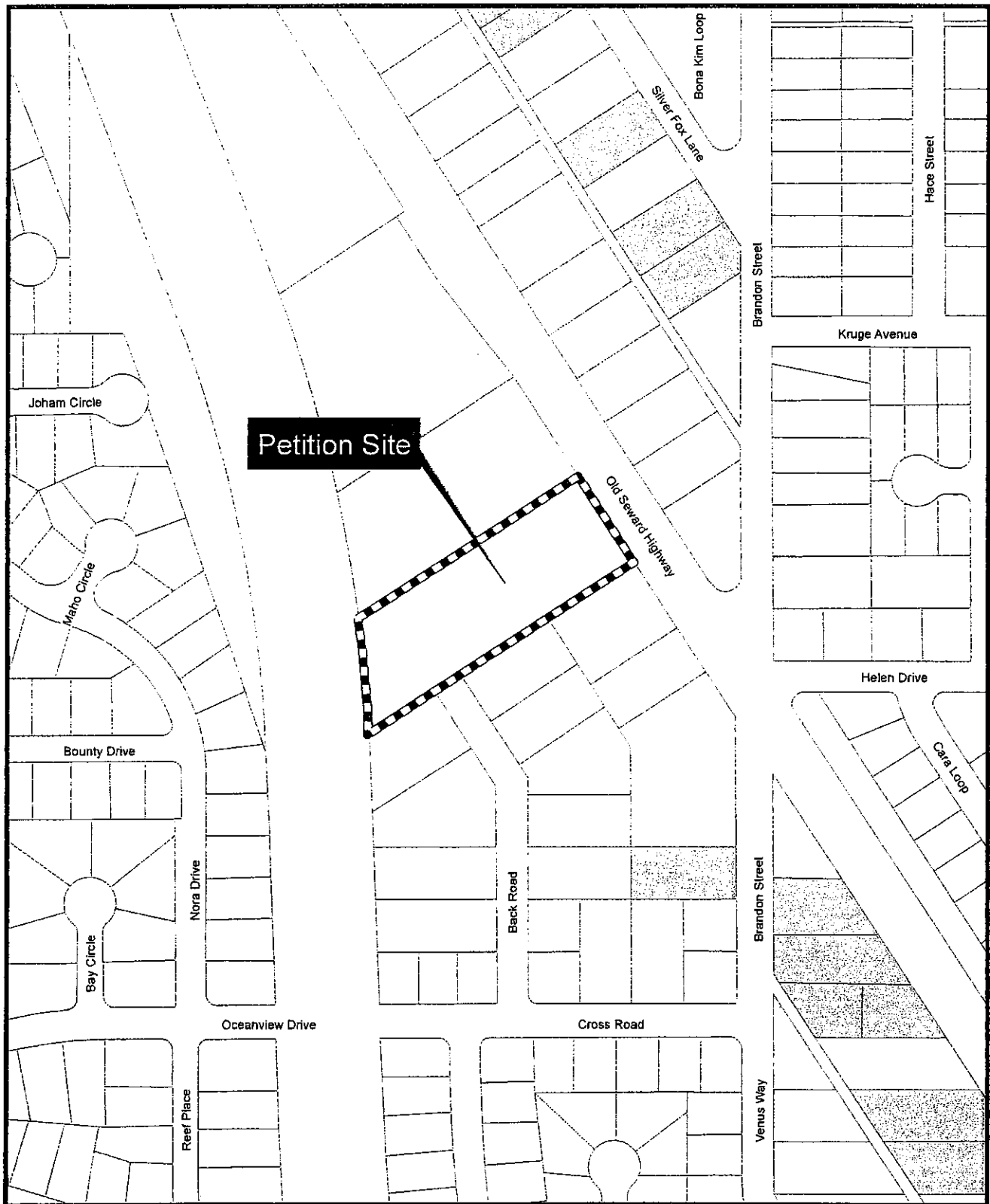
Municipality of Anchorage  
Planning Department  
Date: October 4, 2010

0 335 670 1,340 Feet








# 2010-130



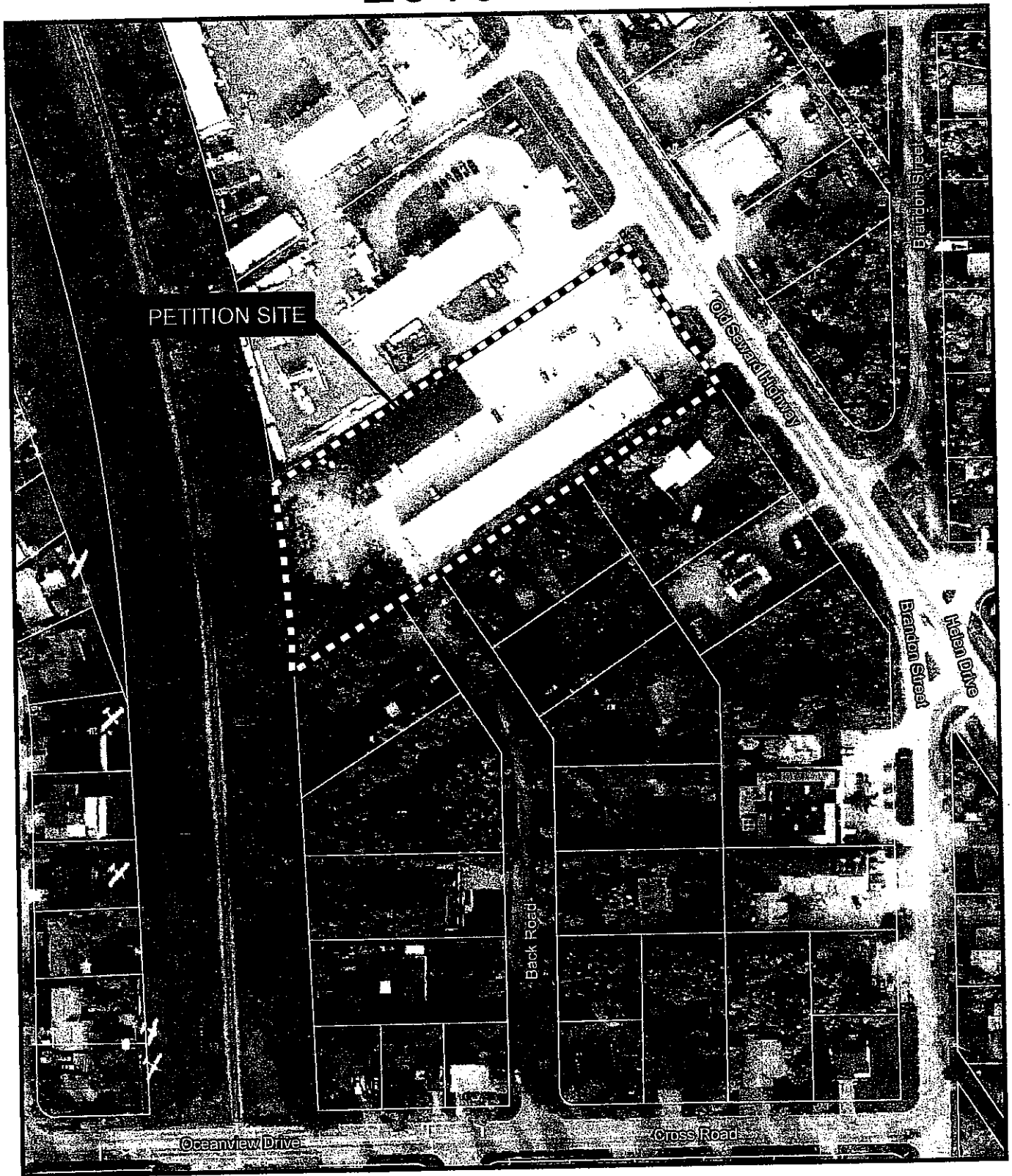
Municipality of Anchorage  
Planning Department  
Date: October 4, 2010

-  Mobile Home Park
-  Multi-Family
-  Single Family

0 300 600  
Feet

N  
13

2010-130



Municipality of Anchorage  
Planning Department  
October 4, 2010

0 200 400 Feet

ORTHOPHOTO 2007 USGS 1FT



# Alcohol Existing License List Report

Case Number: 2010-130      Description: 1000'

Parcel_ _ _ _	Parcel Owner Name	Parcel Owner Address	City_ _ _	State_ _	Zip_ _ _
Business Name	Applicant Name	Business Address	Lic. Number	Lic. Zone	Lic. Type



# *Alcohol Church and School List Report*

*Case Number: 2010-130      Description: 200'*

Parcel	Parcel Owner Name	Parcel Site Address	Description
--------	-------------------	---------------------	-------------

**Parcels--Basic Layers**

Mon Oct 04, 11:29:44, 2010

Map: Parcels--Basic Layers



Scale 1:4000

**Legend:**



ALCOHOL

Txt

STREET\_NAME



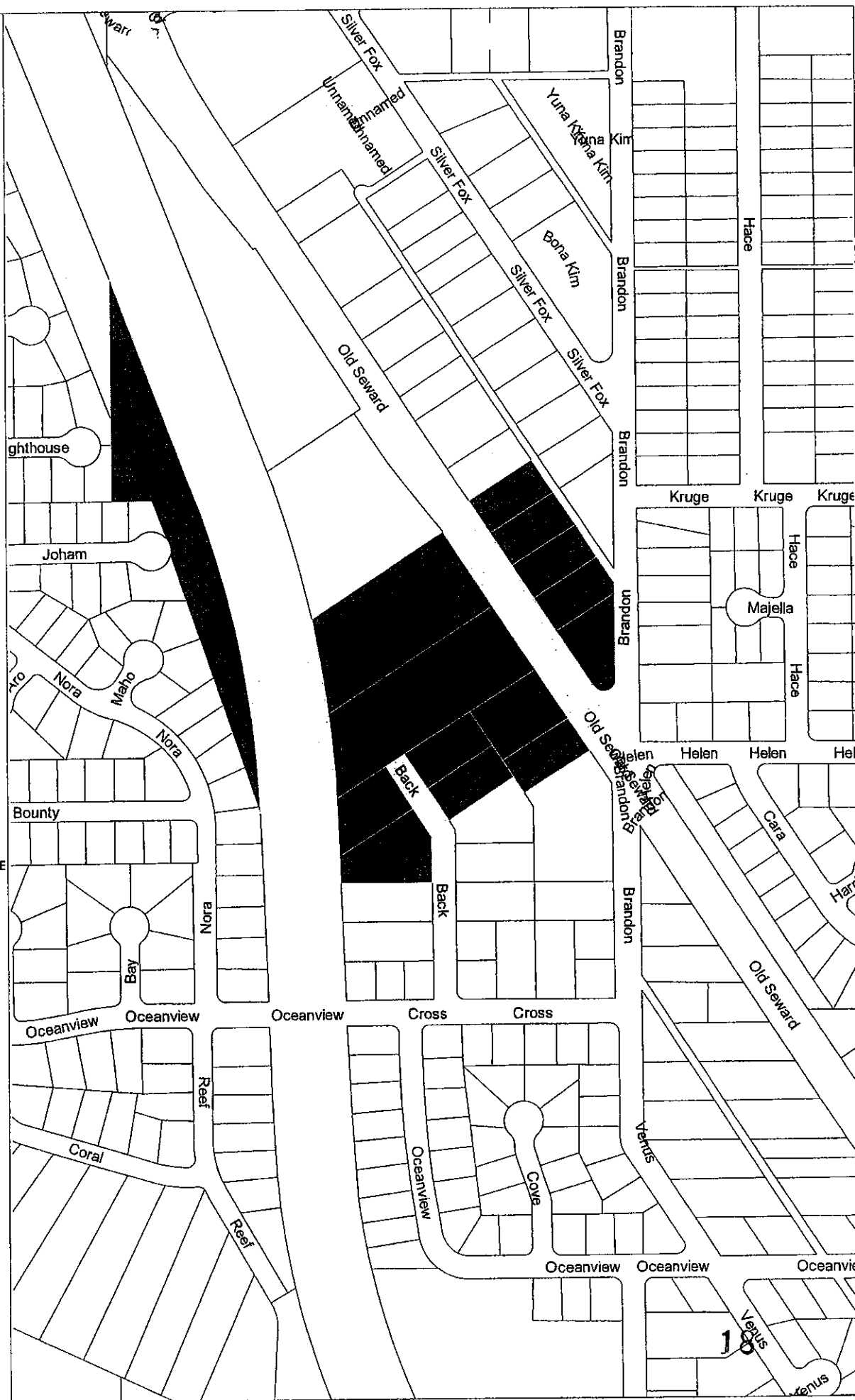
PARCELS

200'

2010-130

CityView™

Municipal Software Corporation



**2**

# **APPLICATION**

# Application for Conditional Use Retail Sale Alcoholic Beverages

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



Please fill in the information asked for below.

PETITIONER*		PETITIONER REPRESENTATIVE (IF ANY)	
Name (last name first) Hubbard, Steven G. <sup>for</sup> VFW Post 9981		Name (last name first)	
Mailing Address 12870 Old Seward Hwy #109/110 Anchorage AK 99515		Mailing Address	
Contact Phone: Day: 502-6506 Night: 502-6506		Contact Phone: Day: Night:	
FAX: 502-3423 (work fax)		FAX:	
E-mail: shubb53@msn.com		E-mail:	

\*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):	018-072-46	
Site Street Address:	12870 OLD SEWARD HWY, #109/110	
Property Owner (if not the Petitioner):	NORMAN L. BRISTOW #111	
Current legal description: (use additional sheet in necessary) VANDER HOEK LT 2D  1200 S.F. where alcohol may be SERVED x 1.20 SF = \$1,440 BASE FEE + 1,000 \$2,440		
Zoning: I-1	Acreage: 109,018 SF	Grid # SW 2832

ALCOHOLIC BEVERAGE CONTROL BOARD LICENSE PROPOSED		
<input type="checkbox"/> Beverage Dispensary	<input checked="" type="checkbox"/> Private Club	<input type="checkbox"/> Restaurant, exempt
<input type="checkbox"/> Beverage Dispensary-Tourism	<input type="checkbox"/> Public Convenience	<input type="checkbox"/> Theater
<input type="checkbox"/> Brew Pub	<input type="checkbox"/> Recreational	<input type="checkbox"/> Other (Please explain):
<input type="checkbox"/> Package Store	<input type="checkbox"/> Restaurant	
Is the proposed license: <input type="checkbox"/> New <input checked="" type="checkbox"/> Transfer of location: ABC license number: 0706 Transfer license location: 12870 Old Seward Hwy #109/110, Anch 99515 Transfer licensed premises doing business as: VFW Post #9981		

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

8/10/10  
Date  
Signature (Agents must provide written proof of authorization)  
STEVEN G HUBBARD

20

Accepted by: <i>firm</i>	Poster & Affidavit: <i>200</i>	Fee: <i>\$2,440</i>	Case Number: <i>200-130</i>
--------------------------	--------------------------------	---------------------	-----------------------------



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

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

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

Eagle River-Chugiak-Peters Creek Land Use Classification:

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

Girdwood- Turnagain Arm

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

**ENVIRONMENTAL INFORMATION** (All or portion site affected)

- Wetland Classification: ☒ None ☐ "C" ☐ "B" ☐ "A"  
 Avalanche Zone: ☒ None ☐ Blue Zone ☐ Red Zone  
 Floodplain: ☒ None ☐ 100 year ☐ 500 year  
 Seismic Zone (Harding/Lawson): ☐ "1" ☐ "2" ☐ "3" ☐ "4" ☐ "5"

**RECENT REGULATORY INFORMATION** (Events that have occurred in last 5 years for all or portion site)

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

**DOCUMENTATION**Required: ☒ Original signed application, plus 12 sets of:

- ☒ Building Permit application for new construction or change of use, if applicable  
☒ Approved parking and landscape plan from Land Use Review  
☒ Site plan to scale depicting: building footprints; parking areas; vehicle and pedestrian circulation; lighting; landscaping; signage; and licensed premises location.  
☒ Building plans to scale depicting: floor plans indicating the location of sales and service areas; building elevations (photographs are acceptable).  
☒ Photographs of premises from each street frontage that include and show relationship to adjacent structures and the premises visible street address number.  
☒ Completed application and narrative: explaining the project; construction, operation schedule, and open for business target date.  
☒ Zoning map showing the proposed location.  
☒ Completed Alcoholic Beverage Control Board liquor license application form including all drawings and attachments, if filed with ABC Board.

Optional: ☒ Traffic impact analysis ☐ Economic impact analysis ☐ Noise impact analysis

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

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

2 July 10      *Norman L Bristow*      NORMAN L. BRISTOW  
 Date      Signature

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

**FACILITY OPERATIONAL INFORMATION**

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

VFW Post 9981

What is the gross leaseable floor space in square feet?

2700 sq ft.

What is the facility occupant capacity?

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

0

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

58

What will be the normal business hours of operation?

M-Th 2pm - 2am Fr & Sat 12noon - 2am Sun 12noon - 12midnight

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

same

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

100 % Alcoholic beverage sales

0 % Food sales

NO KITCHEN; CATERED EVENTS

Type of entertainment proposed: (Mark all that apply)

☒ Recorded music ☒ Live music ☐ Floor shows ☐ Patron dancing ☐ Sporting events ☐ Other ☐ None

Do you propose entertainment or environmental conditions in the facility that will meet the definition of "indecent material" or "adult entertainment" as set forth by AMC 8.50.020 Minors-Disséminating indecent material? ☐ Yes ☒ No

Do you propose conditions in the facility that fall under AMC 10.40.050 Adult oriented establishment? ☐ Yes ☒ No

**DISTANCE FROM CHURCHES, DAY CARE, AND SCHOOLS**

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

Name

Address

NONE

### PACKAGE STORES

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

% less than \$5.00

% \$5.00 to \$10.00

% \$10.00 to \$25.00

% greater than \$25.00

N/A

### CONDITIONAL USE STANDARDS

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

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

WE ARE A NOT-PROFIT PRIVATE CLUB  
NOT OPEN TO THE PUBLIC AND SERVE  
AS A PRIMARY SUPPORT FOR VETERANS  
AND THEIR FAMILIES.

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

THE USE IS ALLOWED IN E 1  
DISTRICT

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

BUSINESS LOCATION IS LOCATED IN  
VICINITY OF CARB HUFFMAN MALL  
E. TOWN CENTER OF OLD SEWARD HWY

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

1. Pedestrian and vehicular traffic circulation and safety.

None/No impact

2. The demand for and availability of public services and facilities.

No impact

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

None/No impact

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

None/No impact

#### STANDARDS CHAPTER 10.50 ALCOHOLIC BEVERAGES

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

**Concentration and land use.** Whether transfer of location or issue of the requested license will negatively impact the community through an increase in the concentration of uses involving the sale or service of alcoholic beverages within the area affected and will conform to the separate standards of AMC 21.50.020.

How many active liquor licenses are located on the same property as your proposed license? 0

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

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

How many active liquor licenses are within the boundaries of the local community council? 2

In your opinion, is this quantity of licenses a negative impact on the local community? No

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

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

All employees & volunteers are currently trained and carry valid TAMM cards.

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

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | Happy hours?  |
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | Games or contests that include consumption of alcoholic beverages?          |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | Patron access and assistance to public transportation?                      |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | Notice of penalties for driving while intoxicated posted or will be posted? |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | Non-alcoholic drinks available to patrons?                                  |
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | Solicitation or encouragement of alcoholic beverage consumption?            |

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

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

inside facility: POSTED CATERED Rules of order  
VIDEO CAMERA'S - INTERNAL

outside facility: POSTED REGULATIONS on PARKING LOT  
VIDEO CAMERA'S - EXTERNAL

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

☐ Yes ☐ No Are real estate and business property taxes current? **N/A**  
☐ Yes ☒ No Are there any other debts owed to the Municipality of Anchorage? .

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

☒ Yes ☐ No As the applicant and operator can you comply? If no explain

(

Additional space if needed.

**Ocean View Center  
Business Layout  
12870 Old Seward HWY  
Anchorage, AK 99515**

**Southside Grill (Restaurant)**

- 2 – Six Person Booths 12
- 17 – Four Person Booths 68
- 2 - Tables – Seating for Four 8 1800 sq ft = 32.33
- Counter Seats – Nine

**Pizza Hut (Fast Food Delivery)**

- 1 Bench – Three People 900 sq ft. = 3 spaces

**Barber Shop (Haircutting Business)**

- 6 - Barber Chairs
- 5 – Chairs for waiting Customers 900 sq ft. = 3 spaces

**Head Rush (Beauty Shop Business)**

- 6 – Barber Chairs 900 sq ft. = 3 spaces

4 - Vacant @ 900 sq ft each = 12 spaces

VFW = 60 Seats = 20 spaces

= 73.33 or 74 required



**INSTRUCTIONS:** Draw a detailed floor plan of your present or proposed licensed premises on the graph below; show all entrances and exits, and all fixtures such as tables, booths, games, counters, bars, coolers, stages, etc.

DOI: VFW Post # 9981

PREMISES LOCATION: 12870 Old Seward Hwy # 109, Anchorage, AK 99515

Indicate scale by x after appropriate statement or show length and width of premises. \_\_\_\_\_ | SQ. = 4 FI.

SCALE A: \_\_\_\_\_ 1 SQ. = 1 FT.

SCALE B:

Length and width of premises in feet:

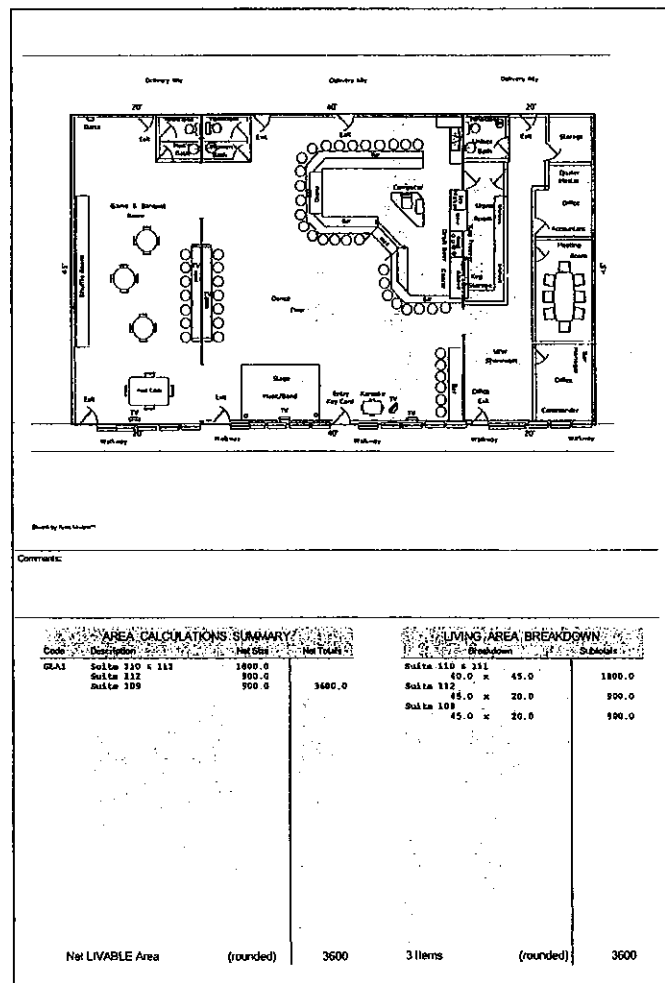
Outline the area to be designated for sale, service, storage, and consumption of alcoholic beverages in red.

**DO NOT USE BLUE INK OR PENCIL ON THIS DIAGRAM.**

**Page 41**

### Building Sketch

Borrower/Client				
Property Address VFW 9/23/10				
City	Anchorage	County	State AK	Zip Code 99515
Lender	VFW			



Jun 04 04 10:36a

**T1.**

000

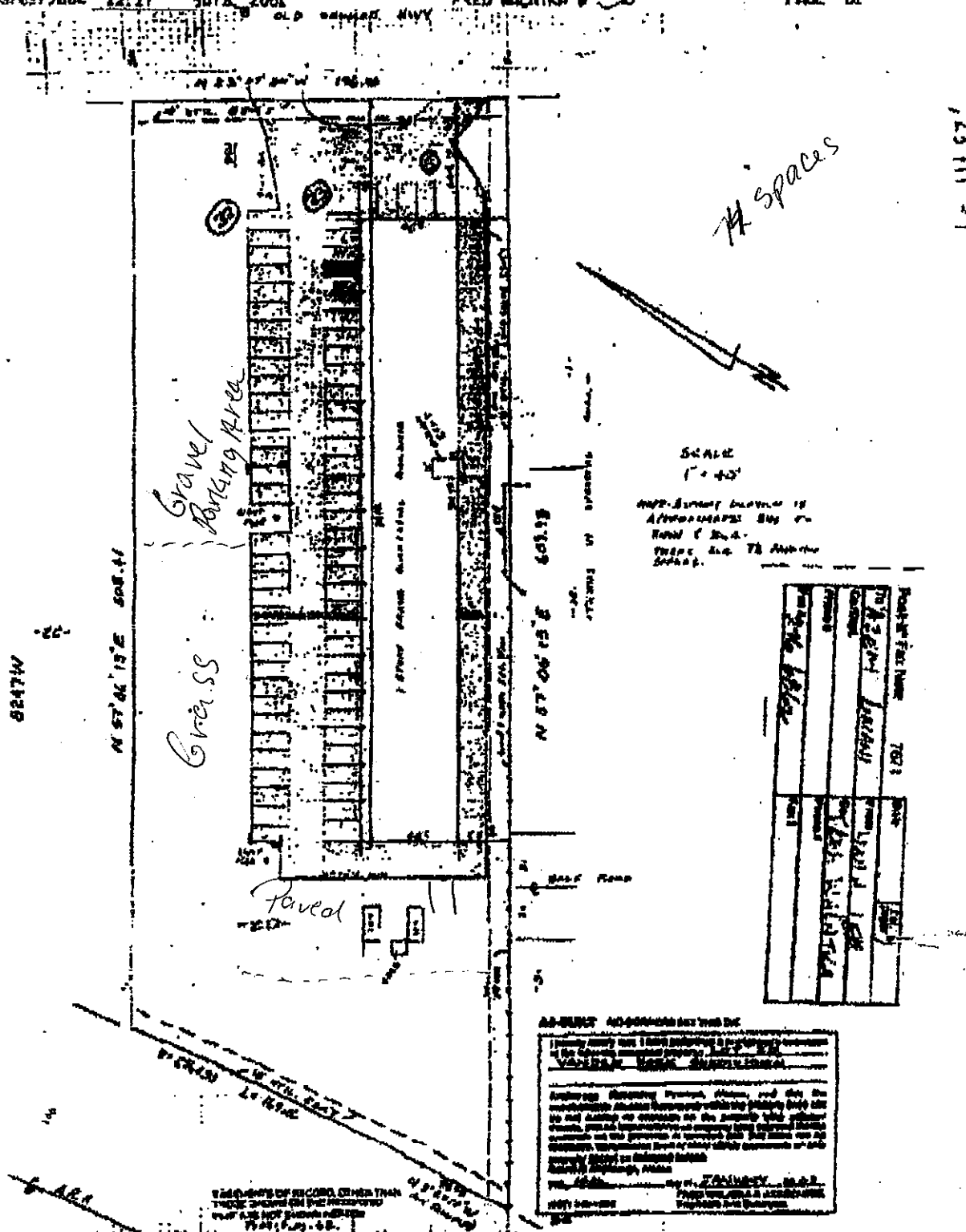
P - 4

03/01/2000 12:27

9874-4031

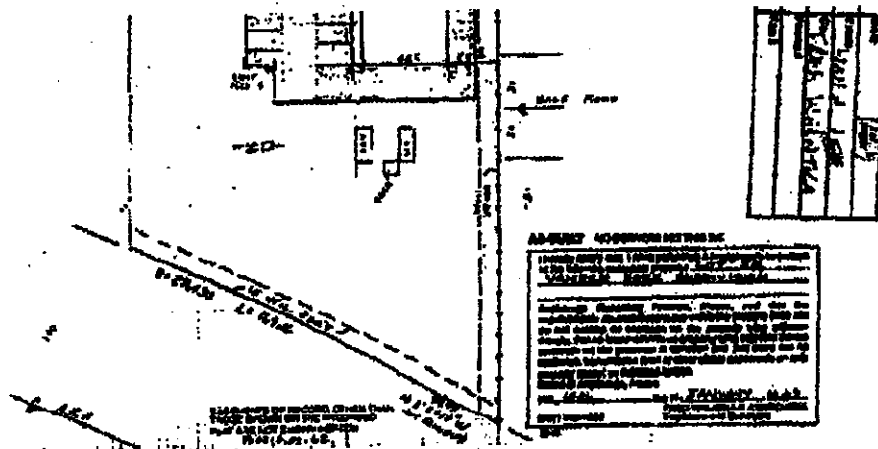
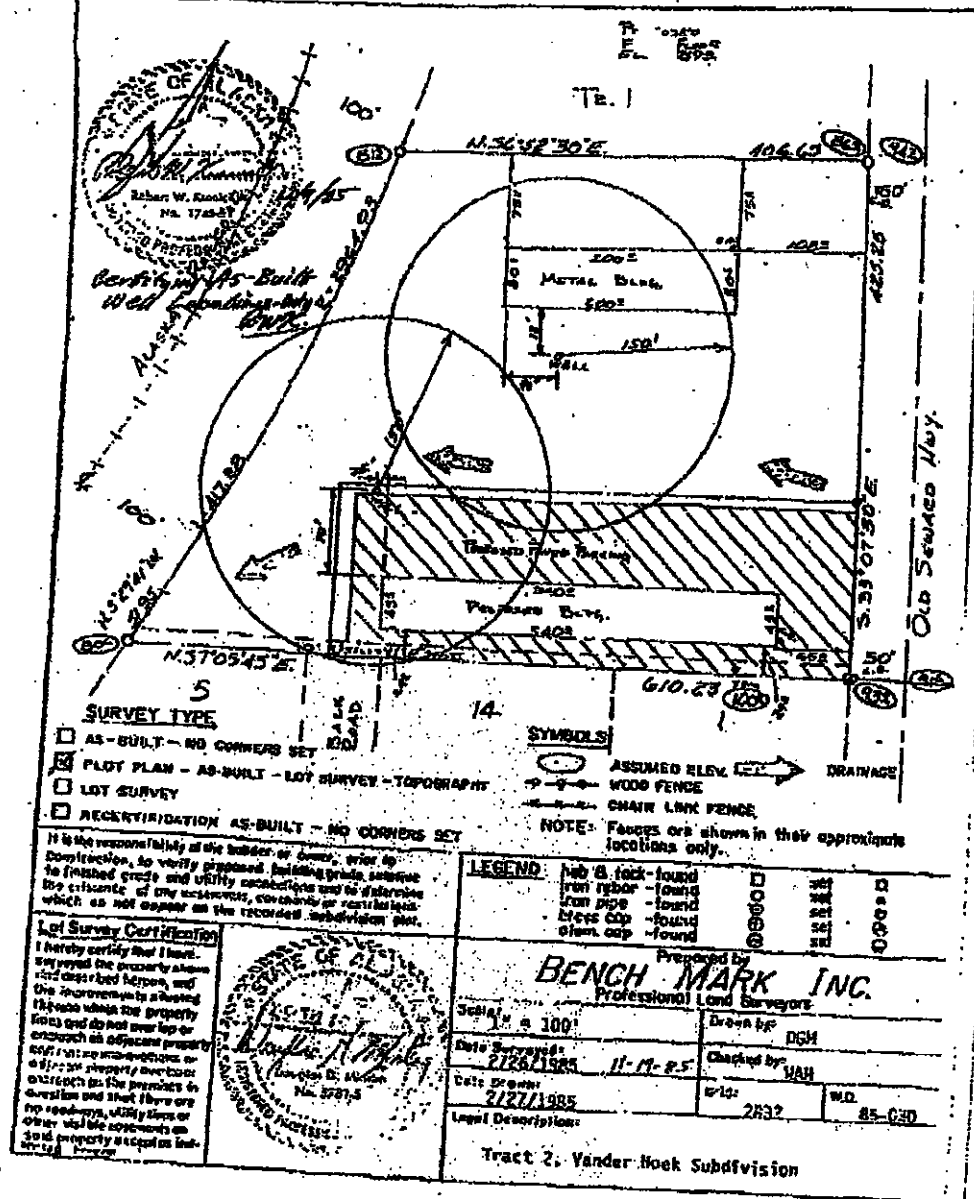
FRED HALATKA & SONS

PAGE 01



2/2887 12:52 9875637464  
Oct. 22, 2007 8:20AM Garages Engineering Group, Ltd.

PAGE 14  
No. 0855 P. 12



# Transfer Liquor License

PAGE 1 OF 2

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

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

## This application is for:

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

SECTION A - LICENSE INFORMATION. Must be completed for all types of applications.			FEES
License Year: <u>2009-2010</u>	License Type: <u>Club</u>	Statute Reference Sec. 04.11. <u>110</u>	License Fee: \$
License #: <u>0706</u>			Filing Fee: \$100.00
Local Governing Body: (City, Borough or Unorganized) <u>Municipality of Anchorage</u>	Community Council Name(s) & Mailing Address: <u>Stuffman/D'Malley CC</u>		Fingerprint: (\$54.25 per person)
Name of Applicant (Corp/LLC/LP/LLP/Individual/Partnership): <u>Veterans of Foreign Wars of the U.S. (VFW)</u>	Doing Business As (Business Name): <u>VFW Post #9981</u>	Business Telephone Number: <u>907-382-6506</u>	Total Submitted: \$ <u>100</u>
Mailing Address: <u>12870 Old Seward Hwy #109</u>	Street Address or Location of Premise: <u>12870 Old Seward Hwy #109</u>	Email Address:	
City, State, Zip: <u>Anchorage AK 99515</u>	<u>Anchorage AK 99515</u>		

## SECTION B - TRANSFER INFORMATION.

<input checked="" type="checkbox"/> Regular Transfer	Name and Mailing Address of <u>CURRENT</u> Licensee: <u>9191 Old Seward Hwy #9</u> <u>Anchorage AK 99515</u>
<input type="checkbox"/> Transfer with security interest: Any instrument executed under AS 04.11.670 for purposes of applying AS 04.11.360(4)(b) in a later involuntary transfer, must be filed with this Application (15 AAC 104.107). Real or personal property conveyed with this transfer must be described. Provide security interest documents.	Business Name (dba) <u>BEFORE</u> transfer: <u>VFW Post #9981</u>
<input type="checkbox"/> Involuntary Transfer. Attach documents which evidence default under AS 04.11.670.	Street Address or Location <u>BEFORE</u> transfer: <u>12870 Old Seward Hwy Suite 109</u> <u>Anchorage AK 99515</u>

## SECTION C - PREMISES TO BE LICENSED. Must be completed for RELOCATION applications.

Closest school grounds:	Distance measured under: <input type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No.	<input type="checkbox"/> Premises is GREATER than 50 miles from the boundaries of an incorporated city, borough, or unified municipality.
Closest church:	Distance measured under: <input type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No.	<input type="checkbox"/> Premises is LESS than 50 miles from the boundaries of an incorporated city, borough, or unified municipality.
Premises to be licensed is: <input type="checkbox"/> Proposed building <input checked="" type="checkbox"/> Existing facility <input type="checkbox"/> New building	<input checked="" type="checkbox"/> Not applicable	
Does any individual, corporate officer, director, imited liability organization member, manager or partner named in this application have any direct or indirect interest in any other alcoholic beverage business licensed in Alaska or any other state?		<input checked="" type="checkbox"/> Plans submitted to Fire Marshall (required for new & proposed buildings) <input checked="" type="checkbox"/> Diagram of premises attached

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

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

Name	Name of Business	Type of License	Business Street Address	State

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

☐ Yes ☒ No If Yes, attach written explanation.

Date Approved	Director's Signature
---------------	----------------------

# Liquor License

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

Name of Entity (Corporation/LLC/LLP/LP) (or N/A if an Individual ownership): <b>VFW</b>		Telephone Number: <b>907 382-6506</b>	Fax Number:
Corporate Mailing Address: <b>Same</b>	City: <b>Anchorage</b>	State: <b>AK</b>	Zip Code: <b>99515</b>
Name, Mailing Address and Telephone Number of Registered Agent: <b>12870 Old Seward Hwy #109 Steve Hubbard</b>		Date of Incorporation OR Certification with DCED:	State of Incorporation:
Is the Entity in compliance with the reporting requirements of Title 10 of the Alaska Statutes? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If no, attach written explanation. Your entity <i>must</i> be in compliance with Title 10 of the Alaska Statutes to be a valid liquor licensee.			

**Entity Members (Must include President, Secretary, Treasurer, Vice-President, Manager and Shareholder/Member with at least 10%)**

Name	Title	%	Home Address & Telephone Number	Work Telephone Number	Date of Birth
Steven Hubbard	Cmdr		14201 Elmors Anch 382-6506	562-3422	7/6/51
Bruce A. Lund	Sr. Vice Cmdr		6400 E 112th Anch 242-9453	551-5173	7/19/62

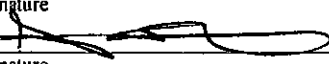
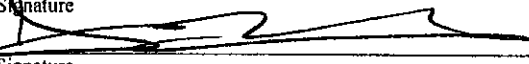

NOTE: On a separate sheet provide information on ownership other organized entities that are shareholders of the licensee.

**Individual Licensees/Affiliates (The ABC Board defines an "Affiliate" as the spouse or significant other of a licensee. Each Affiliate must be listed.)**

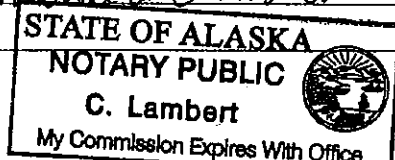
Name:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>	Name:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>
Address:	Date of Birth:	Address:	Date of Birth:
Home Phone:	Home Phone:	Home Phone:	Home Phone:
Work Phone:	Work Phone:	Work Phone:	Work Phone:
Name:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>	Name:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>
Address:	Date of Birth:	Address:	Date of Birth:
Home Phone:	Home Phone:	Home Phone:	Home Phone:
Work Phone:	Work Phone:	Work Phone:	Work Phone:

**Declaration**

- I declare under penalty of perjury that I have examined this application, including the accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct and complete, and this application is not in violation of any security interest or other contracted obligations.
- I hereby certify that there have been no changes in officers or stockholders that have not been reported to the Alcoholic Beverage Control Board. The undersigned certifies on behalf of the organized entity, it is understood that a misrepresentation of fact is cause for rejection of this application or revocation of any license issued.
- I further certify that I have read and am familiar with Title 4 of the Alaska statutes and its regulations, and that in accordance with AS 04.11.450, no person other than the licensee(s) has any direct or indirect financial interest in the licensed business.
- I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

<b>Signature of Current Licensee(s)</b>		<b>Signature of Transferee(s)</b>	
Signature 		Signature 	
Signature		Signature	
Name & Title (Please Print) <b>Steve Hubbard Commander</b>		Name & Title (Please Print) <b>Steve Hubbard Commander</b>	
Subscribed and sworn to before me this <b>14</b> day of <b>July</b> , <b>2010</b>		Subscribed and sworn to before me this day of	
Notary Public in and for the State of Alaska 		Notary Public in and for the State of Alaska	
My commission expires:		My commission expires:	

Transfer App 3/09



**STATE OF ALASKA  
ALCOHOLIC BEVERAGE CONTROL BOARD**

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

**POSTING AFFIDAVIT**

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

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

OR

- b. Posting of application for transfer of a Club liquor license  
currently issued to Veterans of Foreign  
Wars of the U.S. whose business name (d/b/a)  
is VFW Post # 9981 located at 9191 Old Seward Hwy Suite 9  
(address and/or location)

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

7.14.10 to 7.25.10

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

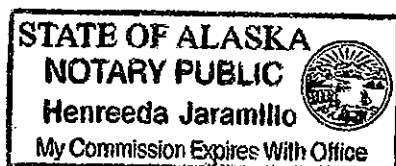
- a. Location of premises to be licensed 12870 Old Seward Hwy #109  
Anchorage AK 99515  
b. Other conspicuous location in the area Huffman Post Office  
Anchorage AK 99515

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

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

[Signature]  
(signature)

SUBSCRIBED and SWORN to me this 26<sup>th</sup> day of July, 20 10.



[Signature]  
Notary Public in and for Alaska  
My commission expires: 7/0

STATE OF ALASKA  
ALCOHOLIC BEVERAGE CONTROL BOARD

STATEMENT OF FINANCIAL INTEREST

**CONFIDENTIAL**

TO BE COMPLETED BY EACH APPLICANT, EITHER INDIVIDUAL OR CORPORATE

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

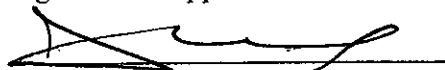
Applicant: <b>VFW Post 9981</b> <b>12870 Old Seward Hwy</b> <b>ANCHORAGE, AK 99515</b>	DBA: <b>VFW Post 9981</b>
EIN or SSN: <b>92-0110193</b>	Location: <b>ANCHORAGE, AK</b>
List each owner, shareholder, member in the boxes below:	
<b>Steven Hubbard</b>	
<b>Bruce Hunt</b>	

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

NAME	ADDRESS	AMOUNT	PURPOSE
None			

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

Signature of Applicant/Transferee

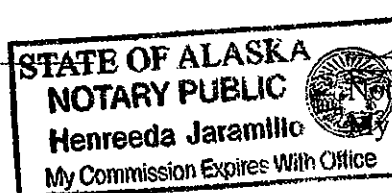


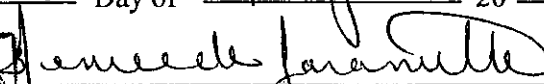
**7/26/10**

Date

Subscribed and sworn to before me this

**26<sup>th</sup>** Day of **July** 20 **10**



  
Notary Public in and for the State of Alaska  
My commission expires **WFO**

FEDE0622  
\$735.30  
118466, 118467

# AFFIDAVIT OF PUBLICATION

STATE OF ALASKA  
THIRD JUDICIAL DISTRICT

Ryan Estrada

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

June 24, July 1 & 8, 2010

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

Signed

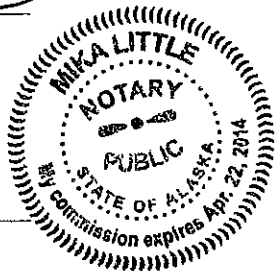
Subscribed and sworn to before

Me this 12 day of July

20 10

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

4/22/14



## Liquor License Transfer

Veterans of Foreign Wars of the  
U.S. d/b/a VFW Post #9981 located  
at 9191 Old Seward Hwy. Ste. 9,  
Anchorage, AK 99515 is applying  
for transfer of a Club Liquor License  
AS 04.11.260 & 310 liquor license  
to Veterans of Foreign Wars of the  
U.S. d/b/a VFW Post #9981 located  
at 12870 Old Seward Hwy. Ste. 109,  
Anchorage, AK 99515.  
Interested persons should submit  
written comment to their local  
governing body, the applicant  
and to the Alcoholic Beverage  
Control Board at 5848 E Tudor Rd.  
Anchorage, AK 99507.



**Sale - Approved**

Card Type	Visa
Card Number	XXXXXXXXXXXX7587
Expiration Date	XXXX/XX
Date	07/26/2010
Time	19:46:51
Entry Source	Manual
Order ID	2706
Authorization #	235243
Amount	100.00

Customer Copy

*Transfer fees  
inv # 2706*

RECEIVED

JUL 26 2010

ABC BOARD

## SHOPPING CENTER LEASE

1. **PARTIES.** This Shopping Center Lease (this "Lease"), dated, for reference purposes only, April 18, 2008, is made by and between Norm Bristow ("Landlord") and VFW Post 9981 ("Tenant") for the Oceanview Center located at 12870 Old Seward Hwy, Anchorage Alaska.

2. **PREMISES.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, for the term, at the rental and upon all the conditions set forth herein, that certain space (the "Premises") containing approximately Two Thousand Seven Hundred (2700) square feet of floor area. The location of the Premises is in the Oceanview Center located at 12875 Old Seward Hwy, Suite 109, 110, 111, 112

3. **TERM.** The Lease term shall commence on June 1, 2010 and shall continue for five (5) years and three (3) months unless sooner terminated pursuant to any provision hereof.

4. **RENT.**

4.1 **Minimum Rent.** Tenant shall pay to Landlord as minimum rent for the Premises monthly installments as follows:

- (a) From 06-01-10 through 08-30-10 the rent is free except for utilities.
- (b) From 09-01-10 through 08-30-11 the rent is \$2700.00 per month.
- (c) From 09-01-11 through 08-30-12 the rent is \$2781.00 per month.
- (d) From 09-01-12 through 08-30-13 the rent is \$2864.00 per month.
- (e) From 09-01-13 through 08-30-14 the rent is \$2950.00 per month.
- (f) From 09-01-14 through 08-30-15 the rent is \$3039.00 per month.

The said monthly rent shall be payable in advance, on the first (1st) day of each month. Rent for any period which is for less than one (1) month shall be a pro rata portion of the monthly installment. Rent shall be payable, without notice or demand and without deduction, offset or abatement, to Landlord at the address stated herein or to such other persons or at such other places as Landlord may designate in writing.

The address for rent and notices shall be:

Landlord: Norm Bristow  
16925 Bedford Chase Cir.  
Anchorage, Alaska 99516

Tenant: VFW Post 9981  
12870 Old Seward Hwy Suite 9  
Anchorage, Alaska 99515

4.2 **Security Deposit.** Concurrently with Tenant's execution of this Lease, Tenant has deposited with Landlord the sum of Three Thousand Thirty Nine Dollars (\$3039.00). Said sum shall be held by landlord as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease to be kept and performed by Tenant during the term hereof. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of rent, landlord may (but shall not be required to) use, apply or retain all or any part of the security deposit for the payment of any rent or any other sum in default or for the payment of any amount

-1-

Landlord's Initials NB

Tenant's Initials Sett  
Dee

which Landlord may spend or become obligated to spend by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within ten (10) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount, and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be required to keep this security deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant within thirty (30) days following expiration of the Lease term. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said deposit to Landlord's successor in interest.

4.4 Late Charge. If any payment is not paid by the 5th of each month, then there shall be added as additional rent an amount equal to four percent (4%) of the delinquent payment for the month or portion thereof after the date it was due.

5. TENANT IMPROVEMENTS. Tenant shall lease the space in its as-is condition in exchange for the three months free as per section 4.1 of this lease.

6. ADDITIONAL CHARGES. None.

7. UTILITIES. Tenant shall pay for all telephone service, gas, electricity, and refuse together with any taxes thereon. Currently the property is on a well. After the city water is installed this summer, tenant agrees to pay for its pro-rata share of water and sewer bill which will be sub-metered. VFW provides dumpster. *SGT*

8. USE. The Premises shall be used and occupied only for VFW Post 9981, Boy Scout Meetings, and related events including serving food and alcoholic beverages to its members and shall be used for no other purpose without the prior written consent of Landlord. No act shall be done in or about the Premises that is unlawful or that will increase the rate of insurance on the Building. Tenant will not commit or allow to be committed any waste upon the Premises or any public, private, or mixed nuisance or other act or thing which disturbs the quiet enjoyment of any other tenants in the Building. Tenant shall comply with all laws relating to its use of the Premises and shall observe such reasonable rules and regulations as may be adopted and published by Landlord for the safety, care and cleanliness of not only the Premises but also the Building and for the preservation of good order therein. *NLB*

9. MAINTENANCE, REPAIRS AND ALTERATIONS.

9.1 Landlord's Obligations. Subject to the provisions of Article 11 and except for damage caused by the negligence or intentional act or omission of Tenant or Tenant's agents, employees or invitees, Landlord, at Landlord's expense, shall keep in good order, condition and repair the foundations and structural portions of the exterior walls, ~~basement~~ and exterior roof of the Building. Landlord shall have no obligation to make repairs under this Section 9.1 until a reasonable time after the receipt of written notice of the need for such repairs. *NLB SGT*

9.2 Tenant's Obligations. Subject to the provisions of Section 9.1 and Article 12, Tenant, at Tenant's expense, shall keep in good order, condition and repair the Premises and every part thereof, including but not limited to interior plumbing, any mechanical or electrical apparatus, doors, window, ~~fire~~ furnace, frames, hardware, glass and nonstructural ceiling and walls. Tenant shall, at the expiration or termination of this Lease, surrender and deliver up the Premises to Landlord in as good condition as when received by Tenant from Landlord or as thereafter improved, reasonable use, wear and tear excepted. Tenant *SGT NLB*

-2-

Landlord's Initials \_\_\_\_\_

Tenant's Initials SGT  
DU

shall repair any damage to the Premises or the Building occasioned by its use thereof or by the removal of Tenant's trade fixtures, furnishings and equipment, which repair shall include the patching and filling of holes and repair of structural damage.

9.3 Landlord's Rights. If Tenant fails to perform Tenant's obligations under this Article 9 or under Article 8, Landlord may (but shall not be required to) enter upon the Premises after ten (10) days' prior written notice to Tenant and put the same in good order, condition and repair or otherwise cure the default, and the cost of such action plus fifteen percent (15%) thereof shall become due and payable as additional rent to Landlord together with tenant's next rental installment.

9.4 Alterations and Additions. Tenant shall not, without Landlord's prior written consent, make any alterations, additions or improvements in the Premises. As a condition to giving such consent, Landlord may require that Tenant remove any such alterations, improvements, additions or utility installations at the expiration of the term and restore the Premises to their prior condition. Tenant shall not permit any mechanics' or materialmen's liens to be filed against the Premises and shall hold Landlord harmless from any damage, loss or expense arising out of any such work. All work on the Premises shall be done in compliance with all applicable governmental codes and regulations.

At Landlord's option, all alterations, improvements or additions which may be made on the Premises shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the term. Tenant's machinery, equipment and trade fixtures other than those which are affixed to the Premises so that they cannot be removed without material damage to the Premises shall remain the property of Tenant and may be removed by Tenant, subject to the provisions of Section 9.2.

## 10. INSURANCE; INDEMNITY.

10.1 Liability Insurance. Tenant shall maintain in force during the term of this Lease a policy of comprehensive public liability insurance issued by a company acceptable to Landlord and insuring Tenant and Landlord against any liability, including without limitation damage to other portions of the Building, arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto, such insurance shall be in an amount of not less than One Million Dollars (\$1,000,000.00). The limits of said insurance shall not, however, limit the liability of Tenant hereunder. Such policies shall name Landlord and Landlord's agents as additional insureds and shall provide that they may not be cancelled without thirty (30) days' prior written notice to Landlord. Landlord shall be furnished with a certificate evidencing issuance of such policy of liability insurance, and such certificate shall recite that said policy may not be cancelled without thirty (30) days' prior written notice to landlord. If Tenant shall fail to maintain said insurance, Landlord may but shall not be required to procure and maintain the same, at the expense of Tenant.

10.2 Property Insurance. Landlord shall maintain in force during the term of this Lease a policy of insurance issued by a company authorized to engage in the insurance business in the State of Alaska, insuring the Building against damage or destruction by fire and/or by perils covered by the standard form of extended coverage endorsements to fire insurance policies in the State of Alaska in effect at the time when the policies are obtained.

10.3 Waiver of Subrogation. As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective

-3-

Landlord's Initials

NLB

Tenant's Initials

SGH  
DIA

parties. Each party shall apply to its insurers to obtain said waivers. Each party shall obtain any special endorsements, if required by its insurer, to evidence compliance with the aforementioned waiver.

10.4 Hold Harmless. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work or thing which may be permitted or suffered by Tenant in or about the Premises and shall further indemnify, defend and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the provisions of this Lease or arising from any negligence of Tenant or any of its agents, contractors, employees or invitees and from any and all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Tenant hereby assumes all risk of damage to property or injury to persons in or about the Premises from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, excepting where said damage arises solely out of the negligence of Landlord.

10.5 Exemption of Landlord from Liability. Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees or customers or any other person in or about the Premises; nor, unless caused solely by its negligence, shall Landlord be liable for personal injury to Tenant or Tenant's employees, invitees or customers or any other person in or about the Premises; nor, unless caused solely by its negligence, shall Landlord be liable for personal injury to Tenant or Tenant's employees, agents, contractors and invitees, whether said damage or injury results from conditions arising upon the Premises or upon other portions of the Building of which the Premises are a part or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Landlord or Tenant. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the Building in which the Premises are located.

11. DAMAGE OR DESTRUCTION. In the event the Premises are damaged to such an extent as to render the same untenantable in whole or in a substantial part thereof or are destroyed, it shall be optional with Landlord to repair or rebuild the same; and after the happening of any such event, Tenant shall give Landlord or Landlord's agent immediate written notice thereof. Landlord shall have not more than thirty (30) days after date of such notification to notify Tenant in writing of Landlord's intentions to repair or rebuild said Premises or the part so damaged as aforesaid, and if Landlord elects to repair or rebuild said Premises, Landlord shall prosecute the work of such repairing or rebuilding without unnecessary delay, and during such period the rent of said premises shall be abated in the same ratio that that portion of the Premises rendered for the time being unfit for occupancy shall bear to the whole of the Premises. If Landlord shall fail to give the notice aforesaid, Tenant shall have the right to declare this Lease terminated by written notice served upon Landlord.

In the event the Building in which the Premises are located shall be damaged (even though the Premises hereby leased shall not be damaged thereby) to such extent that, in the opinion of Landlord, it shall not be practicable to repair or rebuild, or is destroyed, then it shall be optional with Landlord to terminate this Lease by written notice served on tenant within thirty (30) days after such damage or destruction.

12. ADVERTISING AND WINDOWS. Tenant shall provide, at Tenant's expense, an illuminated sign on the front of the Premises identifying Tenant, the said sign to be in accordance with standard criteria

-4-

Landlord's Initials NLA

Tenant's Initials SGH  
De

provided by Landlord and to be subject to the approval of Landlord. In addition, tenant may install its pro-rata share of the existing pole signage. Except for the forgoing, Tenant shall not inscribe any inscription or post, place or in any manner display any sign, notice, picture, placard or poster or any advertising matter whatsoever anywhere in or about the Premises or the Building at places visible (Except inside window panes) from anywhere outside the Premises without first obtaining Landlord's written consent thereto. Any such consent by Landlord shall be upon the understanding and condition that Tenant will remove the same at the expiration or sooner termination of this Lease and that Tenant shall repair any damage to the Premises or the Building caused thereby. Tenant shall use window coverings that conform to standards set by Landlord.

13. **PERSONAL PROPERTY TAXES.** Tenant shall pay or cause to be paid before delinquency any and all taxes levied or assessed and which become payable during the term thereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures and any other personal property located in the Premises. In the event any or all of Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

14. **RULES AND REGULATIONS.** Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate and/or modify. The rules and regulations shall be binding upon Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any of said rules and regulations by any other tenants or occupants.

15. **LIENS AND INSOLVENCY.** Tenant shall keep the Premises and the Building free from any liens arising out of any work performed, materials ordered, or obligations incurred by Tenant. If Tenant becomes insolvent or voluntarily or involuntarily bankrupt or if a receiver, assignee or other liquidating officer is appointed for the business of Tenant and if the receivership, assignment or other liquidating action is not terminated within thirty (30) days of any such appointment, then Landlord may terminate this Lease and Tenant's right of possession under this Lease, at Landlord's option. Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, interest of Landlord in the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to Tenant by this instrument.

16. **DEFAULTS.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

16.1 **Vacation of Premises.** The vacating or abandonment of the Premises by Tenant;

16.2 **Failure to Provide Rent.** The failure by Tenant to provide rent as described in Section 4.1 or any other payment required to be made by Tenant hereunder as and when due;

16.3 **Failure to Perform Covenants.** The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, other than described in Section 16.2 above, where such failure shall continue for a period of ten (10) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is

-5-

Landlord's Initials

NLB

Tenant's Initials

SEH  
DUC

such that more than ten (10) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said ten (10) day period and thereafter diligently prosecutes such cure to completion; and

16.4 Renewed Default. The commission by Tenant of any default described above a second time and within two (2) months following the time when Tenant has been given notice of such a default under Section 16.2 and Section 16.3 and has cured the same within the permitted time.

17. REMEDIES IN DEFAULT. In the event of any such default or breach by Tenant, Landlord may, at any time thereafter, in its sole discretion, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

17.1 Termination. Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including but not limited to the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises; reasonable attorneys' fees; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent and other charges and Additional Charges called for herein for the balance of the term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided; and that portion of any leasing commission paid by Landlord and applicable to the unexpired term of this Lease. Unpaid installments of rent or other sums bear interest from the date due at the maximum legal rate;

17.2 Enforce Rights. Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent and any other charges and Additional Charges as may become due hereunder; or

17.3 Other Remedies. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state in which the Premises are located.

18. PRIORITY. Tenant agrees that this Lease shall be subordinate to any mortgages or deeds of trust now or at any time hereafter constituting a lien upon the Premises or the Building containing the same, to any and all advances to be made thereunder, and to the interest thereon, and to all renewals, replacements and extensions thereof; provided that the mortgagees or the beneficiaries named in said mortgages or deeds of trust shall agree to recognize this lease in the event of foreclosure if Tenant is not in default hereunder and if Tenant attorns to the mortgagee. Within five (5) days after written request from Landlord, Tenant shall execute any documents that may be necessary or desirable to effectuate the subordination of this Lease to any such mortgages or deeds of trust and shall execute estoppel certificates as requested by Landlord from time to time in the standard form of any such mortgagee or beneficiary.

19. CONDEMNATION. If all of the Premises or any portion of the Building as may be required for the reasonable use of the Premises shall be taken by eminent domain (or by a voluntary conveyance made in lieu of a taking by eminent domain), this Lease shall automatically terminate as of the date Tenant is required to vacate or will be deprived of the reasonable use of the Premises, and all rentals shall be paid to that date. In the case of a taking of a part of the Premises, Tenant may, at its election, terminate this

-6-

Landlord's Initials

NLB

Tenant's Initials

Sgt  
DK

Lease by notice in writing to Landlord within ten (10) days after the receipt by Tenant of written notice of the proposed taking, and with any such notice by Tenant to Landlord to be effective on a date which shall be specified by Tenant in the notice but shall be no later than thirty (30) days after the date of the giving of notice. If within said thirty (30) day period Tenant does not exercise its right to terminate this Lease because of a taking of a part of the Premises, this Lease shall continue in full force and effect, and the rental shall be equitably reduced based on the proportion by which the floor area of the Premises is reduced, such rent reduction to be effective as of the date when possession of such portion is delivered to the condemning authority. Landlord reserves all rights to damages to the Premises for any taking by eminent domain, and Tenant hereby assigns to Landlord any right Tenant may have to such damages or award, and Tenant shall make no claim against Landlord for damages for termination of the leasehold interest or for interference with Tenant's business. Tenant shall have the right, however, to claim, and recover from the condemning authority compensation for any loss to which Tenant may be put for Tenant's moving expenses and for the interruption of or damage to Tenant's business; provided that such damages may be claimed only if they are awarded separately in the eminent domain proceeding and not as part of the damages recoverable by Landlord.

20. PARKING AND COMMON AREAS.

20.1 Landlord's Obligations and Rights. Landlord covenants that there shall be an area for common and parking areas for the nonexclusive use of Tenant during the full term of this Lease; provided that the condemnation or other taking by any public authority or sale in lieu of condemnation of any or all of such common and parking areas shall not constitute a violation of this covenant.

20.2 Tenant's Rights. Tenant, for the use and benefit of itself and its agents, employees, customers, and licensees, shall have the nonexclusive right in common with Landlord and other present and future owners and tenants and their agents, employees, customers, and licensees to use said common and parking areas during the entire term of this Lease for ingress, egress and automobile parking. Notwithstanding the foregoing, landlord shall have the right to require Tenant and Tenant's employees to park outside of the common parking areas during peak business times when the common parking areas may be subject to maximum use by customers of the stores in the Shopping Center.

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

21. NONWAIVER. Waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

22. SURRENDER OF POSSESSION. Upon expiration of the term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord.

-7-

Landlord's Initials

NLB

Tenant's Initials

JEH

DK



23. HOLDING OVER. If Tenant shall, without the written consent of Landlord, hold over after the expiration of the term of this Lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated as provided by the laws of the State of Alaska. During such tenancy, Tenant agrees to pay Landlord rent at the rate of One Hundred Twenty Five percent (125%) of the rental as set forth herein, unless a different rate shall be agreed upon, and to be bound by all of the terms, covenants and conditions herein specified, so far as applicable.

24. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease nor sublet the whole or any part of the Premises to any person or entity without written approval of Landlord which shall not be unreasonably withheld. As used herein the term "Assignment" includes without limitation transfers to a subsidiary or affiliated entity, the restructuring of a limited partnership, transfers of interest by or between individual partners if Tenant is a partnership, transfers of stock by stockholders if Tenant is a corporation, and any assignment in connection with any corporate merger or consolidation.

25. NOTICES. All notices under this Lease shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, to Landlord at the same place rent payments are made and to Tenant at the Premises or to such other respective addresses as may hereafter be designated by either party in writing. Notices mailed as aforesaid shall be deemed given on the date of such mailing.

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

27. LANDLORD'S ACCESS. Landlord and its agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting it, showing it to prospective purchasers or lenders and making such repairs as Landlord may deem necessary or desirable. Landlord may, at any time, place on or about the Premises any ordinary "For Lease" signs and may, during the last ninety (90) days of the term of this Lease, place on or about the Premises any ordinary "For Sale or Lease" signs, without rebate of rent or liability to Tenant.

28. CAPTIONS AND CONSTRUCTION. The titles to the sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

29. REMOVAL OF PROPERTY. If Tenant shall fail to remove any of its property of any nature whatsoever from the Premises or the Shopping Center at the termination of this Lease or when Landlord has the right of reentry, Landlord may, at its option, remove and store said property without liability for loss thereof or damage thereto, such storage to be for the account and at the expense of Tenant. If Tenant shall not pay the cost of storing any such property after it has been stored for a period of ten (10) days or more, Landlord may, at its option, sell or permit to be sold any or all of such property at public or private sale, in such manner and at such times and places as Landlord in its sole discretion may deem proper, without notice to Tenant, and shall apply the proceeds of such sales as follows: first, to the cost and expense of such sale, including reasonable attorneys' fees actually incurred; second, to the payment of the costs or charges for storing any such property; third, to the payment of any other sums of money

-8-

Landlord's Initials

MLB

Tenant's Initials

SEH  
DLL

which may then be or thereafter become due Landlord from Tenant under any of the terms hereof; and fourth, the balance, if any, to Tenant.

30. SUCCESSORS. All of the covenants, agreements, terms and conditions contained in this Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns, except as expressly limited herein.

31. ACCEPTANCE OF PREMISES. Tenant shall accept the Premises "as is" at the commencement of the term of this Lease and in their then present condition and subject to all applicable zoning, municipal, county, borough, and state laws, ordinances and regulations governing and regulating the use of the Premises and accept this Lease subject thereto and all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that neither Landlord nor Landlord's agents have made any representation or warranty as to the suitability of the Premises for the conduct of Tenant's business.

32. SALE OF PREMISES BY LANDLORD. In the event of any sale of the Premises by Landlord, Landlord shall be and hereby is entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of Landlord under this Lease.

33. TENANT'S STATEMENT. Tenant shall, at any time and from time to time, upon not less than five (5) days' prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing: (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect) and the date to which the rental and other charges are paid in advance, if any; (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults, if any, are claimed; and (c) setting forth the date of commencement of rents and expiration of the term hereof. Any such statement may be relied upon by the prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part.

34. ENTIRE AGREEMENT. This Lease sets forth the entire understanding and agreement of Landlord and Tenant with respect to the Premises and the Lease thereof, and all prior understandings or agreements are merged herein. This Lease may be amended or modified only in writing signed by both parties.

35. BROKERS COMMISSION. Tenant represents and warrants that it has incurred no liabilities or claims for brokerage commissions or finder's fees in connection with the execution of this Lease, and that it has neither dealt with nor has it had any knowledge of any real estate broker, agent or sales person in connection with this Lease except Jack White Commercial and The Alpha Group. Tenant agrees to indemnify and hold Landlord harmless from all such liabilities or claims including, without limitation, attorneys fees and costs.

36. RECORDING. Tenant shall not record this Lease without the prior written consent of Landlord. However, upon request of either party, both parties shall execute a memorandum or "short form" of this Lease for the purposes of recordation in a form customarily used for such purposes. Said memorandum

-9-

Landlord's Initials

MB

Tenant's Initials

SGT  
DL

or short form of this Lease shall describe the parties, the Premises and the Lease term, and shall incorporate this Lease by reference.

37. LEASE NOT AN OFFER. The submission of this Lease to Tenant shall not be construed as an offer, nor shall Tenant have any rights with respect thereto unless and until Landlord executes a copy of this Lease and delivers the same to Tenant.

38. HAZARDOUS SUBSTANCE DISCLOSURE. Tenant shall promptly disclose to Landlord, in writing, if Tenant knows, or has reasonable cause to believe, that any toxic dangerous, or hazardous substance, as those terms are defined under federal, state or local law, has come to be located in, on, about, over, or beneath the premises. In addition, Tenant shall execute a written statement to Landlord no later than thirty (30) days after the end of each lease year describing in detail any and all toxic, dangerous, or hazardous substances, as those terms are defined under federal, state, or local law, which Tenant knows, or has reasonable cause to believe, have come to be located in, on, about, over, or beneath their premises, or that there are no toxic, dangerous, or hazardous substances in, on about, over, or beneath the premises.

39. FORUM SELECTION. This Lease shall be construed in accordance with the laws of the State of Alaska. Should any legal proceeding be necessary under this Lease, the same shall be commenced in the Superior Court for the State of Alaska, Third Judicial District at Anchorage, Alaska. Tenants agree specifically that venue and jurisdiction in that court are proper, and further agree to submit themselves to the jurisdiction of that court. Tenants shall not claim that said forum is an inconvenient form.

40. REPRESENTATION. The parties hereby acknowledge that Gary Petros with Jack White Commercial is considered the Lessor's Licensee and Bob Campbell of The Alpha Group represents the tenant. The parties acknowledge that they have reviewed and signed the Alaska Real Estate Consumer Pamphlet regarding representation.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the dates set forth below their respective signatures.

Landlord: Norm Bristow

By

Its

Executed on

Tenant:

By

By

Executed on

Landlord's Initials

Tenant's Initials

**First AMENDMENT TO LEASE  
Oceanview Center**

This First Amendment dated for reference purposes only, September 20, 2010, is made and entered into by and between VFW Post 9981, as Tenant, and Norm Bristow, as Landlord.

**Recitals**

Whereas, Tenant and Landlord entered into a Lease on or about April 18, 2010, for leasing approximately Two Thousand Seven Hundred (2,700) square feet of space located in Suite 9, 10, 11, & 12 of the Oceanview Center located at 12870 Old Seward Hwy, Anchorage, Alaska 99515, herein described as the Premises.

Whereas Tenant and Landlord desire to amend the Lease only with respect to the specific terms stated below, all other terms and conditions in the Lease shall remain unchanged.

**Agreement**

Now, therefore, in consideration of the foregoing and of the agreements herein contained, Tenant and Landlord agree as follows:

1. Expansion Space. Tenant hereby expands its lease space by 900 square feet by adding Suite #12 to the premises. The new size is 3600 square feet total.
2. Amended Rent Schedule.
  - (a) From 06-01-10 through 08-30-10 the rent is free except for utilities.
  - (b) From 09-01-10 through 09-30-10 the rent is \$2700.00 per month.
  - (c) From 10-01-10 through 08-30-11 the rent is \$3400.00 per month.
  - (d) From 09-01-11 through 08-30-12 the rent is \$3502.00 per month.
  - (e) From 09-01-12 through 08-30-13 the rent is \$3607.00 per month.
  - (f) From 09-01-13 through 08-30-14 the rent is \$3715.00 per month.
  - (g) From 09-01-13 through 08-30-14 the rent is \$3826.00 per month.
3. REPRESENTATION. The parties hereby acknowledge that Gary Petros with Jack White Commercial is considered the Lessor's Licensee Bob Campbell of the Alpha Group represents the Tenant.

Except as expressly changed herein, all terms and conditions of the Lease shall remain in full force and effect and are expressly ratified and confirmed by the parties hereto.

LANDLORD: Norm Bristow

By: Norm Bristow

EXECUTED ON: 30 Sept 10

TENANT: VFW Post 9981

By: [Signature]

Its: SGT

By: [Signature]

Its: AK

# 3

## **REVIEWING AGENCY & PUBLIC COMMENTS**



**MUNICIPALITY OF ANCHORAGE**  
Traffic Department



**MEMORANDUM**

**RECEIVED**

OCT 29 2010

DATE: October 29, 2010

MUNICIPALITY OF ANCHORAGE  
PLATTING DIVISION

TO: Angela Chambers, Acting Division Manager, Zoning and Platting  
Division

FROM: Leland R. Coop, Traffic Engineer Associate

SUBJECT: Traffic Engineering Comments for November 23, 2010 Assembly  
Public Hearing

2010-126 Conditional Use for and alcoholic beverage dispensary in B-3SL

Traffic has no comment.

2010-127 Conditional Use for and alcoholic beverage Recreational in B-3

Traffic has no comment.

2010-130 Conditional Use for and alcoholic beverage in Private Club in I-1

Traffic has no comment.

# MUNICIPALITY OF ANCHORAGE



Planning & Development Services Dept.  
Development Services Division

Private Development

RECEIVED

OCT 28 2010

MUNICIPALITY OF ANCHORAGE  
PLATTING DIVISION

**DATE:** October 28, 2010  
**TO:** Angela Chambers – Manager, Zoning and Platting  
**FROM:** Sharen Walsh, P.E., On Behalf of Private Development  
**SUBJECT:** Comments for Assembly Public Hearing date: November 23, 2010

**Case No. 2010-126**– A request for concept/final approval of a conditional use to permit an alcoholic beverage dispensary use.

Private Development has no objection to the conditional use.

**Case No. 2010-127**– A request for concept/final approval of a conditional use to permit an alcoholic beverage recreational use.

Private Development has no objection to the conditional use.

**Case No. 2010-130** – A request for concept/final approval of a conditional use to permit a private club serving alcoholic beverages.

Private Development has no objection to the conditional use.



Municipality Of Anchorage  
ANCHORAGE WATER & WASTEWATER UTILITY

RECEIVED

OCT 15 2010

MEMORANDUM

MUNICIPALITY OF ANCHORAGE  
PLANNING DIVISION

**DATE:** October 14, 2010  
**TO:** Jerry Weaver, Zoning Division Administrator, Planning Department  
**FROM:** Paul Hatcher, Engineering Technician III, AWWU *PAH*  
**SUBJECT:** **Zoning Case Comments**  
Planning & Zoning Commission Hearing November 23, 2010  
Agency Comments due October 26, 2010

AWWU has reviewed the materials and has the following comments.

**10-127 SOUTH CENTER BLK 2 LT 4A THE PLATINUM BUILDING, A request concept/final approval of a conditional use to permit a alcoholic beverage recreational use, Grid SW2632**

1. AWWU water main located in O'Malley Center Drive is available to this parcel.
2. AWWU sanitary sewer main located in O'Malley Center Drive is available to this parcel.
3. AWWU has no objection to this conditional use.

**10-130 VANDER HOEK LT 2D, A request concept/final approval of a conditional use to permit a private club serving alcoholic beverages, Grid SW2832**

1. AWWU water main located in Old Seward Highway is available to this parcel.
2. AWWU sanitary sewer main located in Old Seward Highway is available to this parcel.
3. AWWU has no objection to this conditional use.

If you have any questions pertinent to public water and sanitary sewer, you may call me at 564-2721 or the AWWU planning section at 564-2739, or e-mail [paul.hatcher@awwu.biz](mailto:paul.hatcher@awwu.biz).

Municipality of Anchorage  
Treasury Division  
Memorandum

RECEIVED

OCT 07 2010

MUNICIPALITY OF ANCHORAGE  
PLATTING DIVISION

---

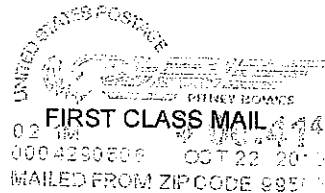
**Date:** October 7, 2010  
**To:** Patty Long  
Gloria Stewart  
Planning Dept.  
**From:** Diana Flavin, Revenue Officer  
**Subject:** Liquor License Conditional Use Comments

Request for conditional use permit 2010-130 for VFW Post 9981 located at 12870 Old Seward Hwy, Anchorage, AK.

I find no outstanding taxes on this account and have no reason to protest it.

Municipality of Anchorage  
P. O. Box 196650  
Anchorage, Alaska 99519-6650  
(907) 343-7942

PREPAID  
FIRST CLASS



018-075-01-000  
WUERTH JUERGEN W & URSULA E  
REVOCABLE TRUST  
931 MAHO CIRCLE  
ANCHORAGE, AK 99515

RECEIVED

NOV 23 2010

MUNICIPALITY OF ANCHORAGE  
PLATTING DIVISION

## ASSEMBLY

### NOTICE OF PUBLIC HEARING - -

Tuesday, November 23, 2010

Planning Dept Case Number:

2010-130

The Assembly of the Municipality of Anchorage will hold a public hearing on a petition proposing a conditional use at its regular meeting of Tuesday, November 23, 2010. The meeting begins at 6:00 p.m. in the Assembly Chambers of the Z. J. Loussac Library, 3600 Denali Street. The petition is for the following:

CASE: 2010-130  
PETITIONER: Veterans of Foreign Wars VFW Post 9981  
REQUEST: Assembly conditional use for a private club serving alcoholic beverages  
TOTAL AREA: 2.500 acres  
SITE ADDRESS: 12870 OLD SEWARD HWY  
CURRENT ZONE: I-1 Light industrial district  
COM COUNCIL(S): 1---Old Seward-Oceanview

LEGAL/DETAILS: An assembly conditional use for a private club serving alcoholic beverages. Veterans of Foreign Wars, VFW Post #9981. Vander Hoek Subdivision, Lot 2D. Generally located north of Cross Road, west of Old Seward Highway and east of the Alaska Railroad right-of-way.

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

If you would like to comment on the petition this form may be used for \_\_\_\_\_  
of Anchorage, Department of Planning, P.O. Box 196650, Anchorage, Alaska 99519-6650. Mailing Address: Municipality of Anchorage, Department of Planning, P.O. Box 196650, Anchorage, Alaska 99519-6650. For more information call: (907) 343-7942; FAX 343-7927. Case information may be viewed at [www.muni.org](http://www.muni.org) by selecting Departments/Planning/Zoning and Platting Cases.

Name: JUERGEN & URSULA WUERTH

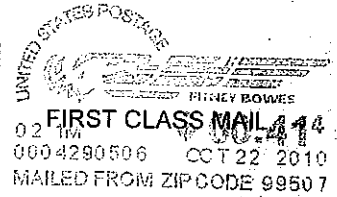
Address: 931 Maho Circle Anchorage AK 99515

Legal Description: \_\_\_\_\_

Comments: We are not opposed to Veterans meeting together, we are however opposed to granting of another Liquor permit

Juergen & Ursula Wuertth

RECEIVED  
FBI - NEW YORK



RECEIVED

NOV 02 2010

**ASSEMBLY**  
**NOTICE OF PUBLIC HEARING - - Tuesday, November 23, 2010**

**Planning Dept Case Number:** 2010-130

CASE: 2010-130  
 PETITIONER: Veterans of Foreign Wars VFW Post 9981  
 REQUEST: Assembly conditional use for a private club serving alcoholic beverages  
 TOTAL AREA: 2.500 acres  
 SITE ADDRESS: 12870 OLD SEWARD HWY  
 CURRENT ZONE: I-1 Light industrial district  
 COM COUNCIL(S): 1---Old Seward-Oceanview

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

If you would like to comment on the petition this form may be used for your convenience. Mailing Address: Municipality of Anchorage, Department of Planning, P.O. Box 196650, Anchorage, Alaska 99516-6650. For more information call: 343-7942; FAX 343-7927. Case information may be viewed at [www.muni.org](http://www.muni.org) by selecting Departments/Planning/Zoning and Platting Cases.

Name: Margie Hudson member over 100  
Address: PO Box 773626 ER AK 99575  
Legal Description: LOT 108 Block 6 Pg 99 Sub 1  
Comments: We do not need an alcoholic  
club in this area.  
It is not a necessary service  
for the VFW. Please do not allow  
this club.

Municipality of Anchorage  
P. O. Box 196650  
Anchorage, Alaska 99519-6650  
(907) 343-7942



018-024-39-000  
HOME DEVELOPMENT INC  
11681 BARR RD  
ANCHORAGE, AK 99516

RECEIVED

OCT 23 2010

MUNICIPALITY OF ANCHORAGE  
PLATTING DIVISION

## ASSEMBLY NOTICE OF PUBLIC HEARING - - Tuesday, November 23, 2010

Planning Dept Case Number: 2010-130

The Assembly of the Municipality of Anchorage will hold a public hearing on a petition proposing a conditional use at its regular meeting of Tuesday, November 23, 2010. The meeting begins at 6:00 p.m. in the Assembly Chambers of the Z. J. Loussac Library, 3600 Denali Street. The petition is for the following:

CASE: 2010-130  
PETITIONER: Veterans of Foreign Wars VFW Post 9981  
REQUEST: Assembly conditional use for a private club serving alcoholic beverages  
TOTAL AREA: 2.500 acres  
SITE ADDRESS: 12870 OLD SEWARD HWY  
CURRENT ZONE: I-1 Light industrial district  
COM COUNCIL(S): 1--Old Seward-Oceanview

LEGAL/DETAILS: An assembly conditional use for a private club serving alcoholic beverages. Veterans of Foreign Wars, VFW Post #9981. Vander Hoek Subdivision, Lot 2D. Generally located north of Cross Road, west of Old Seward Highway and east of the Alaska Railroad right-of-way.

*NO*

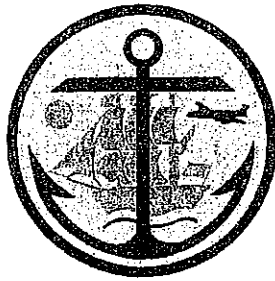
The Zoning Ordinance requires that you be sent notice because your property is within the vicinity of the petition area. This will be the only public hearing and you are invited to attend and present testimony, if you so desire.

If you would like to comment on the petition this form may be used for. Mailing Address: Municipality of Anchorage, Department of Planning, P.O. Box 196650, Anchorage, Alaska 99519-6650. For more information call: 907-343-7942; FAX 343-7927. Case information may be viewed at [www.muni.org](http://www.muni.org) by selecting Departments/Planning/Zoning and Platting Cases.

Name: Larry Boyd  
Address: 11681 Barr Rd  
Legal Description: 4 12A 13A Thomas Spitski #2  
Comments: NO - please refuse their Alcohol request

**4**

# **POSTING AFFIDAVIT**



RECEIVED

NOV 04 2010

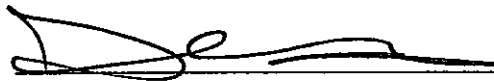
PLANNING DEPARTMENT

# AFFIDAVIT OF POSTING

Case Number: 2010-130

I, Steven Hubbard, 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 REQUEST CONDITIONALLY USE. The notice was posted on 11-2-10 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 1st day of NOVEMBER, 2010.

  
Signature

## LEGAL DESCRIPTION

Tract or Lot 2D  
Block \_\_\_\_\_  
Subdivision VANDER HOEK

**5**

**PROPERTY  
AND  
RELATED  
HISTORY**



## PARCEL INFORMATION

### APPRAISAL INFORMATION

Legal VANDER HOEK  
LT 2D

Parcel 018-072-46-000  
Owner BRISTOW NORMAN L &  
PATRICIA ANNE

# 01

# Descr STRIP SHOPPING CTR  
Site Addr 12870 OLD SEWARD HWY

16925 BEDFORD CHASE CIR  
ANCHORAGE AK 99516 5425

### RELATED CAMA PARCELS

Related Parcel(s)	XRef Type	Leased Parcels	Cross Reference (XRef) Type Legend			Get "Type" explanation  Bring up this form focused on the related parcel
			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	

### REZONE

2010-130

Case Number 2010-130 # of Parcels 1 Hearing Date 10/04/2010  
Case Type Assembly conditional use for a private club serving alcoholic beverages  
Legal An assembly conditional use for a private club serving alcoholic beverages. Veterans of Foreign Wars, VFW Post #9981. Vander Hoek Subdivision, Lot 2D. Generally located north of Cross Road, west of Old Seward Highway and east of the Alaska Railroad right-of-way.

### PLAT

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

### PERMITS

03.5224  
05.6005  
05.6186  
06.5672

Permit Number 03 5224  
Project PHILLIPS INTERNATIONAL INN  
Work Desc Tenant Improvement  
Use RESTAURANT

### BZAP

Action No.  
Action Date  
Resolution  
Status  
Type

### ALCOHOL LICENSE

Business  
Address  
License Type  
Status  
Applicants Name  
Conditions

# PARCEL INFORMATION

## OWNER

BRISTOW NORMAN L &  
PATRICIA ANNE

16925 BEDFORD CHASE CIR  
ANCHORAGE AK 99516 5425

Deed 2008 0020374

CHANGES: Deed Date Apr 14, 2008

Name Date May 07, 2008

Address Date Jun 19, 2008

## PARCEL

Parcel ID 018-072-46-000  
Status  
Renumbr ID 018-072-44-00000  
Site Addr 12870 OLD SEWARD HWY  
Comm Concl OLD SEWARD-OCEANVIEW  
Comments REF 018-072-42.43

# 01

## TAX INFO

2010 Tax 25,406.76 Balance 0.00 District 003

## LEGAL

VANDER HOEK  
LT 2D

Unit SQFT 109,013

Plat 950061

Zone I1 Grid SW2832

## HISTORY

	Year	Building	Land	Total
Assmt Final	2008	610,200	817,600	1,427,800
Assmt Final	2009	588,100	1,003,000	1,591,100
Assmt Final	2010	595,500	1,078,200	1,673,700
Exemptions				0
State Credit				0
Tax Final				1,673,700

## PROPERTY INFO

#	Type	Land Use
01	COMMERCIAL	STRIP SHOPPING CTR

## SALES DATA

Mon	Year	Price	Source	Type
11	2002	900,000	SELLER	LAND & BLDG
02	1995	450,000	BUYER	LAND & BLDG

## LAND & COMMON PARCEL INFORMATION

### APPRAISAL INFORMATION

Legal VANDER HOEK  
LT 2D

Parcel 018-072-46-000

# 01 of 01

Owner BRISTOW NORMAN L &  
PATRICIA ANNE

Site Addr 12870 OLD SEWARD HWY

16925 BEDFORD CHASE CIR  
ANCHORAGE AK 99516

### LAND INFORMATION

Land Use STRIP SHOPPING CTR  
Class COMMERCIAL  
Living Units 000  
Community Council 02C OLD SEWARD-OCEANVIEW  
Entry: Year/Quality 01 1980 0  
07 201C  
Access Quality GOOD  
Access Type  
Leasehold (Y=Leasehold)  
Drainage GOOD  
Front Traffic HIGH  
Street PAVED  
Topography EVEN LEVEL  
Utilities PUBLIC WATER PUBLIC SEWER  
Wellsite  
Wet Land

### CONDOMINIUM INFORMATION

Common Area 0  
Undivided Interest 0.00

# COMMERCIAL INVENTORY

<b>APPRAISAL INFORMATION</b>		Parcel 018-072-46-000	# 01 of 01	# <div>01</div>
Legal VANDER HOEK LT 2D		Owner BRISTOW NORMAN L & PATRICIA ANNE		
Site Addr 12870 OLD SEWARD HWY		16925 BEDFORD CHASE CIR		
Prop Info # STRIP SHOPPING CTR		ANCHORAGE AK 99516		

<b>BUILDING INFORMATION</b>		Property Information # 01
Structure Type STRIP SHOPPING CTR		Building Number 01
Building SQFT 15,640	Year Built 1985	Identical Units 01
Grade C	Effective Year Built 1985	Number of Units 001

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

EXTERIOR DATA							
Floor	Level	Size	Perim	Use Type	Hgt	Wall Type	Const Type
01	01	10,948	522	RETAIL	15	STUCCO	WOOD JOIST(WD & STL)
01	01	1,472	64	RETAIL	15	STUCCO	WOOD JOIST(WD & STL)
01	01	3,220	186	RESTAURANT	15	STUCCO	WOOD JOIST(WD & STL)

BUILDING OTHER FEATURES - ATTACHED IMPROVEMENTS			
Type	Qty	Size1	Size2
CANOPY- SVC STATION	01	1,360	1

OTHER BUILDINGS AND YARD IMPROVEMENTS					
Type	Size/Amt	Units	Yr/Built	Condition	Funct/Utility
PAVING ASPHALT PK	29,840	01	1985	NORMAL	NORMAL
PAVING CONCRETE-AV	1,360	01	1985	NORMAL	NORMAL
MERCURY LIGHT POLE	1	01	1985	NORMAL	NORMAL

# BUILDING PERMIT INFORMATION

## APPRAISAL INFORMATION

Legal VANDER HOEK  
LT 2D

Parcel 018-072-46-000

# 01 of 01

#

01

Owner BRISTOW NORMAN L &  
PATRICIA ANNE

Prop Info # STRIP SHOPPING CTR  
Site Addr 12870 OLD SEWARD HWY

16925 BEDFORD CHASE CIR  
ANCHORAGE AK 99516

## BUILDING PERMITS

Permit #

03 5224

05 6005

05 6186

Class Type C

Class Use RESTAURANT

Date Mar 21, 2003

Address 12870 OLD SEWARD HWY

Cond Occ/Occ 00000000 20031226

Certification

Contract Type GENERAL CONTRACTOR

Name OWNER

E-mail

Phone ( ) -

Fax ( ) -

Address 4700 S BRAGAW

City/State/Zip ANCHORAGE AK 99507-

Project PHILLIPS INTERNATIONAL INN

Sewer / Water PUBLIC PUBLIC

Work Type ALTERATION

Work Tenant Improvement

Description

## CASES

2010-130

Case Number 2010-130

# of Parcels 1

Hearing Date Monday, October 04, 2010

## PERMIT COMMENT

# OWNER HISTORY

## APPRAISAL INFORMATION

Legal VANDER HOEK  
LT 2D

Parcel 018-072-46-000

# 01 of 01

01

#

Property Info # Descr STRIP SHOPPING CTR

Site Address 12870 OLD SEWARD HWY

### Current 04/14/08

BRISTOW NORMAN L &  
PATRICIA ANNE

16925 BEDFORD CHASE CIR  
ANCHORAGE AK 99516 5425

### 3rd

2002 0842 11/14/02  
H & L INVESTMENTS LLC

3701 MOUNTAIN VIEW DRIVE  
ANCHORAGE AK 99508

### Prev

2007 0066 10/24/07  
AEC HW-2 LLC ITF BRISTOW  
NORMAN L & PATRICIA A 80% &  
BRISTOW N L & P A 20%  
12440 TURKS TURN ST  
ANCHORAGE AK 99516

### 4th

3670 0000 08/03/00  
SCHNEIDER FAMILY PARTNERSHIP

4141 B STREET STE 410  
ANCHORAGE AK 99503

### 2nd

2004 0069 09/13/04  
MORRISSETTE HYON N

4881 BARRINGTON LOOP  
ANCHORAGE AK 99503

### 5th

2830 0000 09/06/95  
BYRAM INVESTMENT PARTNERSHIP

4141 B STREET STE 410  
ANCHORAGE AK 99503

**Content ID:** 009605**Type:** AR\_AllOther - All Other Resolutions

A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY APPROVING  
 AN ALCOHOLIC BEVERAGES CONDITIONAL USE FOR A PRIVATE CLUB USE  
 AND LICENSE NUMBER 2706 IN THE I-1 (LIGHT INDUSTRIAL) DISTRICT, FOR  
 VETERANS OF FOREIGN WARS (VFW) POST 9981, DBA VFW POST 9981;

**Title:** LOCATED AT 12870 OLD SEWARD HIGHWAY, UNIT NUMBERS 109, 110, 111;  
 VANDER HOEK SUBDIVISION, LOT 2D; GENERALLY LOCATED NORTH OF  
 CROSS ROAD, WEST OF OLD SEWARD HIGHWAY AND EAST OF THE  
 ALASKA RAILROAD RIGHT OF WAY (Old Seward/Oceanview Community  
 Council) (Case 2010-130).

**Author:** chambersac

**Initiating**  
**Dept:** Planning

**Date**  
**Prepared:** 11/9/10 10:40 AM

**Director**  
**Name:** Jerry T. Weaver, Jr.

**Assembly**  
**Meeting** 11/23/10  
**Date:**

**Public**  
**Hearing** 11/23/10  
**Date:**

<b>Workflow Name</b>	<b>Action Date</b>	<b>Action</b>	<b>User</b>	<b>Security Group</b>	<b>Content ID</b>
Clerk_Admin_SubWorkflow	11/12/10 11:05 AM	Exit	Joy Maglaqui	Public	009605
MuniManager_SubWorkflow	11/12/10 11:05 AM	Approve	Joy Maglaqui	Public	009605
CFO_SubWorkflow	11/10/10 5:22 PM	Approve	Lucinda Mahoney	Public	009605
Commun_Dev_SubWorkflow	11/9/10 11:38 AM	Approve	Jerry Weaver Jr.	Public	009605
Planning_SubWorkflow	11/9/10 11:38 AM	Approve	Jerry Weaver Jr.	Public	009605
AllOtherARWorkflow	11/9/10 11:33 AM	Checkin	Angela Chambers	Public	009605
Planning_SubWorkflow	11/9/10 11:11 AM	Reject	Jerry Weaver Jr.	Public	009605
AllOtherARWorkflow	11/9/10 10:42 AM	Checkin	Angela Chambers	Public	009605