

Submitted by: Chair of the Assembly at the
Request of the Mayor

Prepared by: Community Development
Department

For reading October 25, 2011

CLERK'S OFFICE

AMENDED AND APPROVED

Date: 10-25-11

**Anchorage, Alaska
AR 2011-284**

**A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY
APPROVING AN ALCOHOL BEVERAGES CONDITIONAL USE FOR A
RESTAURANT/EATING PLACE USE AND LICENSE NUMBER 5103, IN THE
PC (PLANNED COMMUNITY) DISTRICT PER AO 2006-46(S), FOR BRIDGE
SEAFOOD, INC., DBA THE BRIDGE RESTAURANT; AT 221 WEST SHIP
CREEK AVENUE; LOCATED WITHIN ALASKA RAILROAD LEASE NUMBER
8703, OLD NORTH C STREET BRIDGE; GENERALLY LOCATED NORTH OF
SHIP CREEK AVENUE AND EAST OF C STREET.**

(Downtown and Government Hill Community Councils) (Case 2011-109)

THE ANCHORAGE ASSEMBLY RESOLVES:

Section 1. A conditional use permit is hereby approved for an Alcoholic Beverages Conditional Use for a Restaurant/Eating Place Use and License Number 5103, in the PC (Planned Community) district per AO 2006-46(S) for Bridge Seafood, Inc., dba The Bridge Restaurant, at 221 West Ship Creek Avenue; located within Alaska Railroad Lease Number 8703, Old North C Street Bridge, generally located north of Ship Creek Avenue and east of C Street, and generally meets the applicable provisions of AO 2006-46(S), AMC 21.15.030, 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 restaurant/eating place use and license in the PC district.

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

3. This alcoholic beverages conditional use approval is for a Restaurant/Eating Place Use and License Number 5103 in the PC (Planned Community) district per AO 2006-46(S), AMC 21.15.030 and AMC 21.50.160 for approximately 5,000 square feet of gross leasable floor area, located at 221 West Ship Creek Avenue, within Alaska Railroad Lease Number 8703, Old North C Street Bridge.

4. On-premise sale of alcohol beverages will be seven days a week as permitted per Anchorage Municipal Code 10.50.015.C and the Alaska Alcoholic Beverage Control Board requirements.

5. All ~~E~~[e]mployees will be trained in accordance with the Alcoholic Beverage Control Board's "Liquor Server Awareness Training Program" as described in AS 4.21.025 A. Upon demand, the applicant shall demonstrate compliance with a liquor "Server Awareness Training Program" approved by the State of Alaska Alcoholic Beverage Control Board, such as or similar to, the program for "Techniques in Alcohol Management (T.A.M.)."

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

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

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

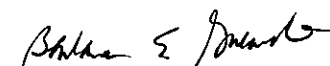
Section 4. This resolution shall become effective immediately upon passage and approval by the Anchorage Assembly.

PASSED AND APPROVED by the Anchorage Assembly this
25th day of October 2011.



Chair

ATTEST:



Municipal Clerk



**MUNICIPALITY OF ANCHORAGE
ASSEMBLY MEMORANDUM**

No. AM 585-2011

Meeting Date: October 25, 2011

From: MAYOR

**Subject: A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY
APPROVING AN ALCOHOL BEVERAGES CONDITIONAL USE
FOR A RESTAURANT/EATING PLACE USE AND LICENSE
NUMBER 5103, IN THE PC (PLANNED COMMUNITY) DISTRICT
PER AO 2006-46(S) FOR BRIDGE SEAFOOD, INC., DBA THE
BRIDGE RESTAURANT; AT 221 WEST SHIP CREEK AVENUE;
LOCATED WITHIN ALASKA RAILROAD LEASE NUMBER 8703,
OLD NORTH C STREET BRIDGE; GENERALLY LOCATED
NORTH OF SHIP CREEK AVENUE AND EAST C STREET.**

1 Bridge Seafood, Inc., dba The Bridge Restaurant, has made application for an
2 alcoholic beverages conditional use for a restaurant/eating place use and license
3 Number 5103, in the PC (Planned Community) district per AO 2006-46(S), at 221
4 West Ship Creek Avenue; located within Alaska Railroad Lease Number 8703, Old
5 North C Street Bridge.
6

7 This new Restaurant/Eating Place Use and License Number 5103 meets the
8 alcoholic beverages conditional use standard found in AMC 21.15.030 and AMC
9 21.50.160. Generally, Restaurant/Eating Place Uses are permitted in commercial
10 districts through the administrative site plan review process; however, this PC
11 district requires approval through the conditional use process.
12

13 The petition site contains approximately 5,000 square feet. This PC district allows
14 parking areas to be located on adjacent lots in order to facilitate tourism oriented
15 improvements and businesses, while encouraging joint parking areas. There is
16 sufficient parking provided south of the site.
17

18 Hours of operation are as allowed by Municipal ordinance and the Anchorage
19 Beverage Control Board, seven days a week. All employees will be trained in
20 accordance with the Alcoholic Beverage Control Board's Liquor Server Awareness
21 Training Program.
22

1 There was no comment received from the public in opposition to this conditional
2 use. The Downtown and Government Hill Community Councils did not provide
3 comment.

4
5 There are no delinquent Personal Property Taxes or Real Property Taxes owing
6 at this time. No comments were received from the Anchorage Police Department
7 or Department of Health and Human Services at the time this report was written.

8
9 **THIS ALCOHOLIC BEVERAGES CONDITIONAL USE FOR A**
10 **RESTAURANT/EATING PLACE USE AND LICENSE NUMBER 5103, IN THE**
11 **PC DISTRICT GENERALLY MEETS THE REQUIRED STANDARDS OF AMC**
12 **TITLE 10 AND TITLE 21, AND ALASKA STATUTE 04.11.100.**

13
14 Prepared by: Angela C. Chambers, AICP, Current Planning Section
15 Supervisor, Planning Division

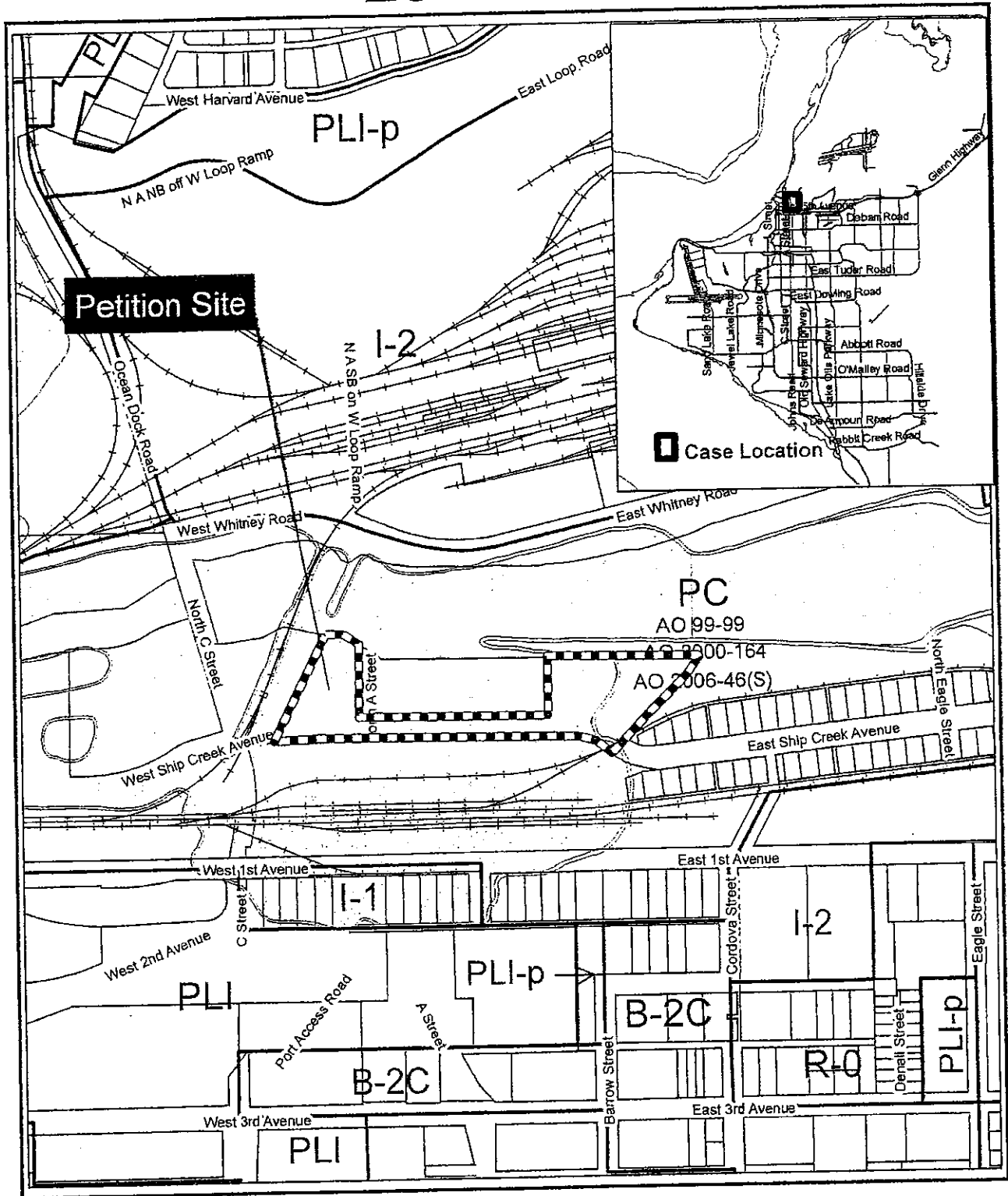
16 Approved by: Jerry T. Weaver Jr, Director
17 Community Development Department

18 Concur: Dennis A. Wheeler, Municipal Attorney

19 Concur: George J. Vakalis, Municipal Manager




20 Respectfully submitted: Daniel A. Sullivan, Mayor

2011-109



Municipality of Anchorage
Planning Department

Date: August 26, 2011

Flood Limits
 100 Year
 500 Year
 Floodway



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

DATE: October 25, 2011

CASE NO.: 2011-109

APPLICANT: Al Levinsohn, dba Bridge Seafood, Inc.

REQUEST: An alcoholic beverages conditional use for a restaurant/eating place use and license #5103, in the PC [Planned Community District per AO 2006-46(S)] in accordance with AMC 21.15.030 and AMC 21.50.160.

LOCATION: Alaska Railroad Lease #8703, Old North C Street Bridge

STREET ADDRESS: 221 West Ship Creek Avenue

COMMUNITY COUNCIL: Downtown and Government Hill

TAX PARCEL: 002-071-19 / Grid SW1230

ATTACHMENTS:

1. Departmental Comments
2. Application
3. Posting Affidavit and Historical Information

RECOMMENDATION SUMMARY:

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

SITE:

Acres: ±5,000 square feet of gross leasable floor space

Vegetation: Developed

Zoning: PC [Planned Community District per AO 2006-46(S)]

Topography: Sloping

Existing Use: Restaurant

Soils: Public sewer and water

COMPREHENSIVE PLAN

Classification: "Industrial" in the 1982 Anchorage Bowl Comprehensive Development Plan's Generalized Land Use Plan

"Major Employment Center" and "Redevelopment/Mixed-Use Area" in the Anchorage 2020 Land Use Policy Map

Density: N/A

SURROUNDING AREA

	NORTH	EAST	SOUTH	WEST
Zoning:	PC	PC	PC	PC
Land Use:	Industrial	Park	Commercial	Park

SITE DESCRIPTION AND PROPOSAL

The petitioner has made application to the Alcoholic Beverage Control Board for a new Restaurant/Eating Place License (#5103). The petitioner is seeking final alcoholic beverages conditional use approval. The PC district [AO 2006-46(S)] allows alcoholic beverages per AMC 21.15.030 and AMC 21.50.160.

The Bridge Restaurant was previously approved for a Restaurant/Eating Place Use and License, but it expired. The petition site contains approximately 5,000 square feet of gross leasable floor space. The site plan shows 30 fixed seats and 130 non-fixed seats. This PC district allows parking areas to be located on adjacent lots in order to facilitate tourism oriented improvements and businesses, while encouraging joint parking areas. There is sufficient parking provided south of the site.

Hours of operation are as allowed by Municipal ordinance and the Anchorage Beverage Control Board, seven days a week. All employees will be trained in accordance with the Alcoholic Beverage Control Board's Liquor Server Awareness Training Program.

Within 1,000 feet of this application, there is a beverage dispensary tourism license and a Club License. There are no known schools or churches within 200 feet of this site.

PUBLIC COMMENTS

Thirteen public hearing notices were mailed on October 3, 2011. At the time this report was written, no public comments were received. Also, no comments were received from the Downtown and Government Hill Community Councils.

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.**

The standard is met.

The subject property is identified as "Industrial" in the 1982 *Anchorage Bowl Comprehensive Development Plan's* Generalized Land Use Plan. The *Anchorage 2020 Land Use Policy Map* identifies the subject property as a "Major Employment Center" and a "Redevelopment/Mixed-Use Area."

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. Hotel dining, night clubs, bars, and restaurants which serve alcohol enhance the hospitality and tourism industry in Anchorage, and provide eating places for local residents and downtown employees. Another of the Plan's stated economic development goals are: "Business Support and Development: a quality of life and a financial climate that encourages businesses to start up, expand, or relocate in Anchorage" (p. 41).

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

The standard is met.

The PC district [AO 2006-46(S)] regulations allow alcoholic beverage sales through the conditional use permit process.

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

The standard is met.

There are commercial and industrial uses surrounding the petition site. This conditional use is compatible with the surrounding area.

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

1. Pedestrian and vehicular traffic circulation and safety.

The standard is met.

This PC district permits parking areas to be located on adjacent lots. There is a parking lot south of the site, which provides sufficient off-street parking. Pedestrian pathways are located north and south of the site.

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

The standard is met.

A Restaurant/Eating Place Conditional Use at this location will not negatively 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 and the Building Safety, Police, and Fire service areas.

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

The standard is met.

As a land use, a Restaurant/Eating Place Use and License will not cause or contribute to any environmental pollution.

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

The standard is met.

The zoning and land uses will not change as a result of this conditional use permit for a Restaurant/Eating Place Use and License. The restaurant already exists and was previously approved for the same type of use and 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.**

Approval of this conditional use will add a third alcohol license within 1,000-feet.

Anchorage Curling Club	711 East Loop Road	License #3187	Club
Yukon Yacht Club	115 East Third Avenue	License #1036	Beverage Dispensary Tourism

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

The standard is met.

The applicant states that all employees 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.

The standard is met.

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

The standard is met.

According to the application the petitioner states that order will be maintained by properly trained staff and management. The premises will be clean and well-lit. No additional safety procedures are mentioned in the application. 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

The 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.

No comments were received from the Department of Health and Human Services at the time this report was written.

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

This form was not requested of this applicant.

RECOMMENDATION:

This application for an alcoholic beverages conditional use for a Restaurant/Eating Place Use and License Number 5013, in the PC district [AO 2006-46(S)] per AMC 21.15.030 and AMC 21.50.160, generally meets the required standards of AMC Title 10 and Title 21.

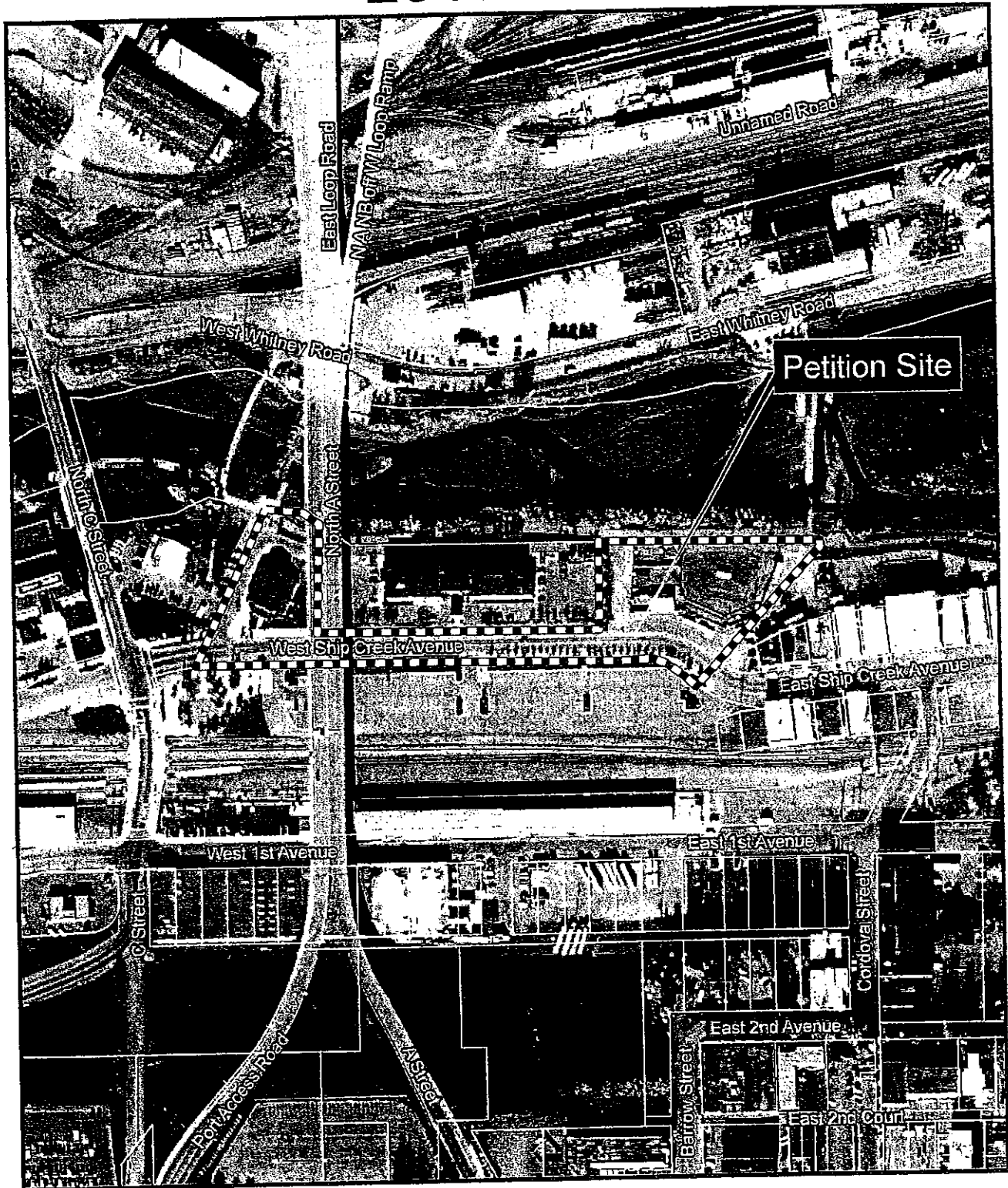
If after a public hearing on the matter, the Anchorage Assembly finds that the required standards have been met, staff recommends the following conditions of approval:

1. A Notice of Zoning Action shall be filed with the District Recorder's Office within 120 days of the Assembly's approval for this restaurant/eating place use and license in the PC district.
2. All uses shall conform to the plans and narrative submitted with this conditional use application.
3. This alcoholic beverages conditional use approval is for a Restaurant/Eating Place Use and License Number 5103 in the PC (Planned Community) district per AO 2006-46(S), AMC 21.15.030, and AMC 21.50.160 for approximately

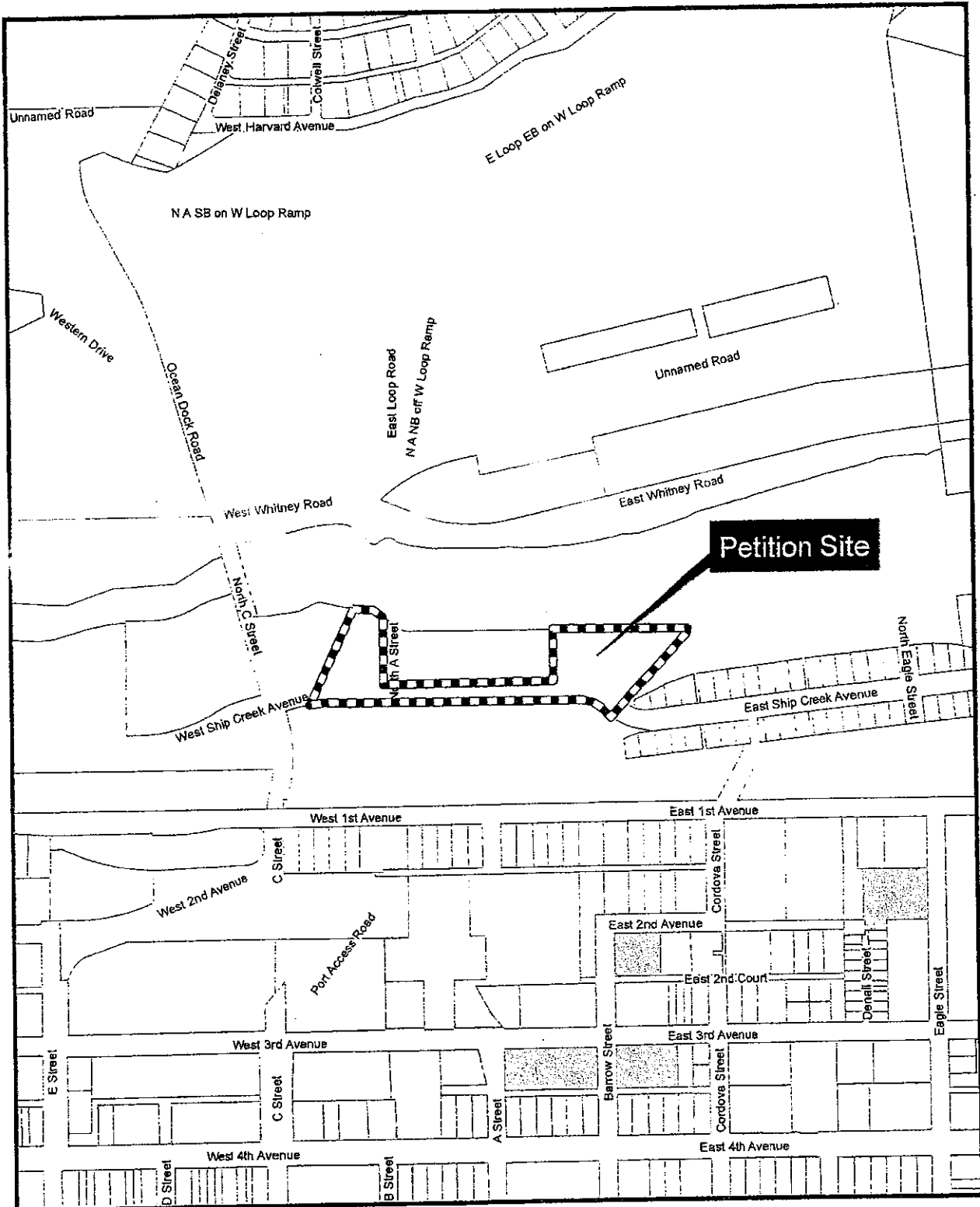
5,000 square feet of gross leasable floor area, located at 221 West Ship Creek Avenue, within Alaska Railroad Lease #8703, Old North C Street Bridge.

4. On-premise sale of alcohol beverages will be seven days a week as permitted per Anchorage Municipal Code 10.50.015.C and 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. 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.

2011-109



2011-109



Municipality of Anchorage
Planning Department
Date: August 29, 2011

Mobile Home Park
Multi-Family
Single Family

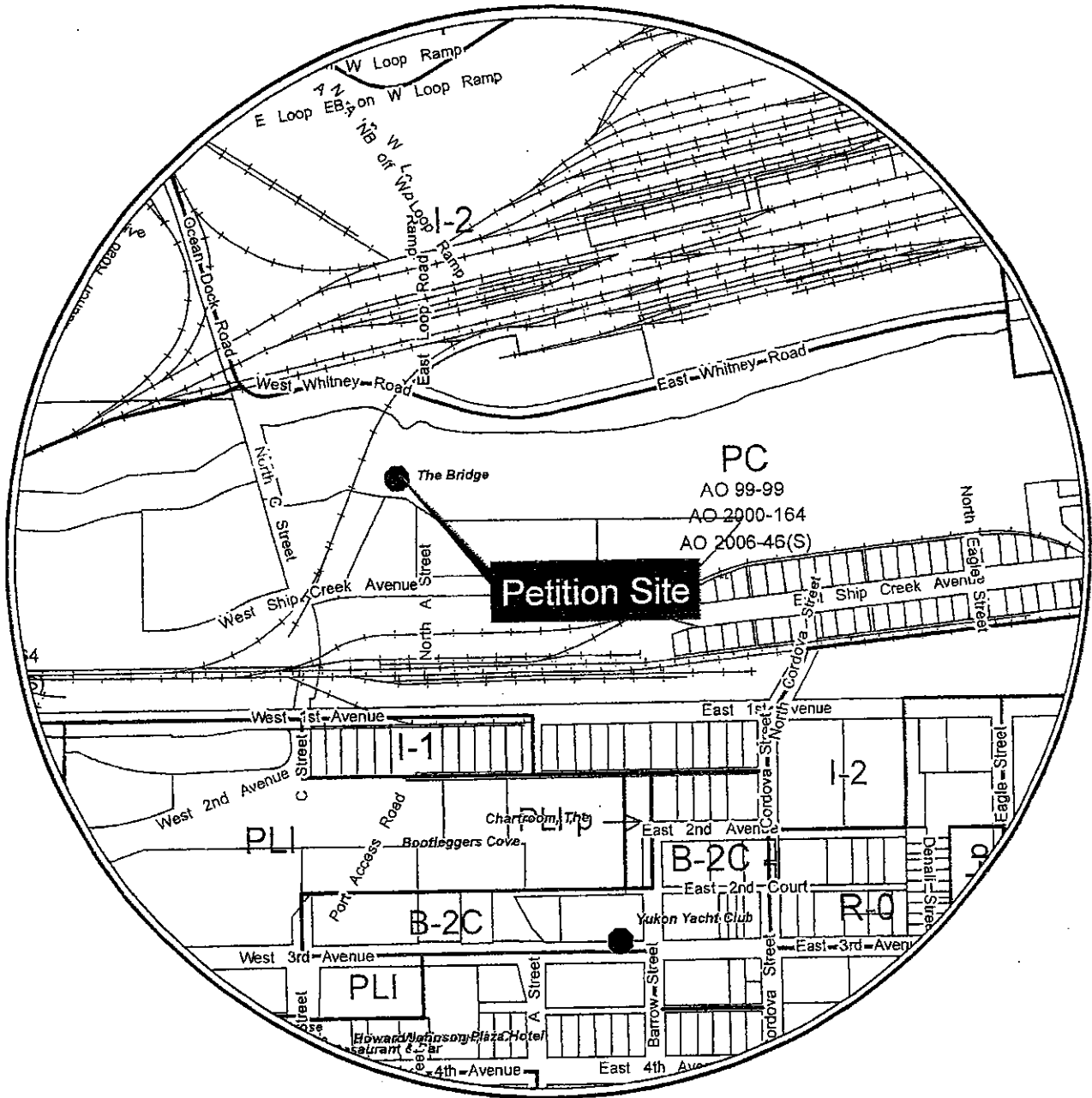
0 495 990 Feet



11

2011-109

● EXISTING LIQUOR LICENSES WITHIN 1000'



Municipality of Anchorage
Planning Department

Date: August 29, 2011

0 340 680 1,360 Feet



Alcohol Church and School List Report

Case Number: 2011-109 Description: 200'

Parcel	Parcel Owner Name	Parcel Site Address	Description
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Alcohol Existing License List Report

Case Number: 2011-109 Description: 1000'

Parcel Business Name	Parcel Owner Name Applicant Name	Parcel Owner Address Business Address	City Lic. Number	State Lic. Zone	Zip Lic. Type
00204523000 Anchorage Curling Club	ARR Anchorage Curling Club, Inc.	PO BOX 107500 711 E Loop Rd	ANCHORAGE 3187	AK PLI	99510 Club
00208453000 Yukon Yacht Club	NORTHERN LODGING LLC Northern Lodging, LLC	115 E 3RD AVE 115 E 3rd Ave	ANCHORAGE 1036	AK B2C	99501 Beverage Dispensary Tour

Application

Application for Conditional Use Retail Sale Alcoholic Beverages

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

Please fill in the information asked for below.

PETITIONER*	PETITIONER REPRESENTATIVE (IF ANY)
Name (last name first) <i>Bridge Seafood INC</i>	Name (last name first) <i>Levinsohn AI</i>
Mailing Address <i>8330 Skyhills dr.</i>	Mailing Address <i>8330 Skyhills dr.</i>
<i>Anchorage AK 99502</i>	<i>Anchorage AK 99502</i>
Contact Phone: Day: <i>351 3784</i> Night: <i>344 0692</i>	Contact Phone: Day: <i>351 3784</i> Night: <i>344 0692</i>
FAX: <i>243-5110</i>	FAX: <i>243-5110</i>
E-mail: <i>Chef91@gai.net</i>	E-mail: <i>Chef91@gai.net</i>

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

PROPERTY INFORMATION		
Property Tax #(000-000-00-000):	<i>002-071-19-001</i>	
Site Street Address:	<i>221 W Ship Creek Ave</i>	
Property Owner (if not the Petitioner):	<i>Alaska Railroad -</i>	
Current legal description: (use additional sheet in necessary)	<i>- Attached</i>	
Zoning: <i>PC</i>	Acreage:	Grid #

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

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

Date: *8/16/11* Signature (Agents must provide written proof of authorization): *[Signature]*

Accepted by: <i>Francis</i>	Poster & Affidavit: <i>✓</i>	Fee: <i>4,000.00</i>	Case Number: <i>2011-109.16</i>
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COMPREHENSIVE PLAN INFORMATION

Anchorage 2020 Urban/Rural Services: ☒ Urban ☐ Rural

Anchorage 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.

Date 8/16/11 Signature [Signature] James W. [Signature] J.P. Real Estate
 *Report additional petitioners or disclose other co-owners on supplemental form. Failure to divulge other beneficial interest owners may delay processing of this application. Alaska Railroad Corp.

FACILITY OPERATIONAL INFORMATION

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

Bridge Seafood and Catering

What is the gross leaseable floor space in square feet?

5000

What is the facility occupant capacity?

160

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

30

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

130

What will be the normal business hours of operation?

4:30 pm - 10 pm

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

4:30 pm - 10 pm

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

10% Alcoholic beverage sales

90 % Food sales

Type of entertainment proposed: (Mark all that apply)

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

Do you propose entertainment or environmental conditions in the facility that will meet the definition of "indecent material" or "adult entertainment" as set forth by AMC 8.50.020 Minors-Disseminating 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
<u>NONE</u>	

PACKAGE STORES

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

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

N/A

CONDITIONAL USE STANDARDS

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

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

Bridge Seafood will become an icon in Alaska Seafood. It will be a tourist destination in Summer and an excellent meeting facility in winter. It will be a huge part of the development plan in the ship creek area.

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

Are able to meet and comply to all standards

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.

Bridge Seafood will be a great success with its neighbors who factory and comfort in. Creating a good seal in the area as a destination for Alaska Seafood. Also will work as a meeting destination for the comfort in.

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.

Common uses of parking, well marked pedestrian Routes
Adequate parking has been established and approved.

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

All infrastructure and utilities are in use and available

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

No Change

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

The existing structure fits into the development plan -

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 1

How many active liquor licenses are within the boundaries of the local community council? 1 - Bowling Club

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 Staff Serving public are required to have a Current T.A.M. Card. 10-15 Employees-Total

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: All customers will be closely monitored and served responsibly in the practice of TAMS procedures.

outside facility:

Only Areas approved by Muni/ABC will be used in Service-Struck policy on Consumption of Alcohol in These areas will be in force

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

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

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

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

NA

Supplemental Form: OWNERSHIP AND BENEFICIAL INTEREST DISCLOSURE

PETITIONER: CORPORATE OFFICERS OR PARTNERS

Applicants for an entitlement that will be in possession and the responsibility of more than one individual, such as a co-owner, joint venture, partnerships, corporations, company, or other similar form of ownership, are required to disclose a full and complete list of the name and address of each principal. (use additional paper if necessary)

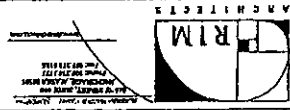
Name	Title or Office (if any)	Address	Phone

PROPERTY OWNER: CORPORATE OFFICERS OR PARTNERS

The possessor of a property owned by more than one individual that will benefit from an entitlement is required to disclose a full and complete list of the name and address of each partner, officer, or co-owner. The other owner's interest to be named as owner, joint venturer, partnership, corporation, company, or other similar form of ownership. (use additional paper if necessary)

Name	Title or Office (if any)	Address	Phone
James W. Kubitz	Vice President Real Estate & Facilities	327 W. Ship Creek Ave. Anchorage, AK, 99517	265-2428

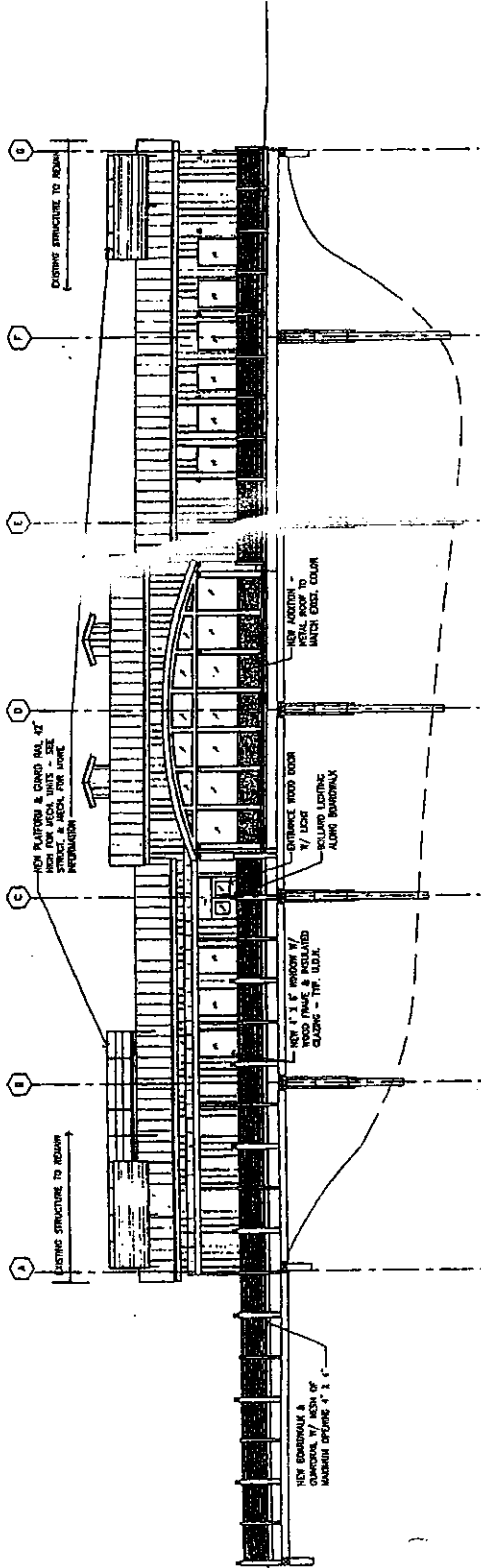
Attach this sheet to your application form



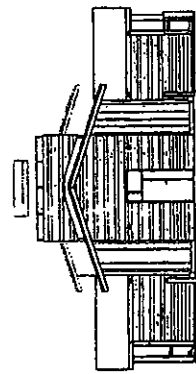
NEW RESTAURANT 'THE BRIDGE'
AT EXISTING COVERED BRIDGE STRUCTURE
ANCHORAGE, ALASKA
NEW EXTERIOR ELEVATIONS

Sheet No.	A3.2
Date	6/12/95
Drawn	JP
Checked	RT
Job No.	01125.01

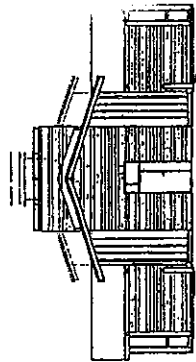
PRELIMINARY
FOR ESTIMATION



1 EAST ELEVATION
SCALE: 1/8" = 1'-0"



3 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

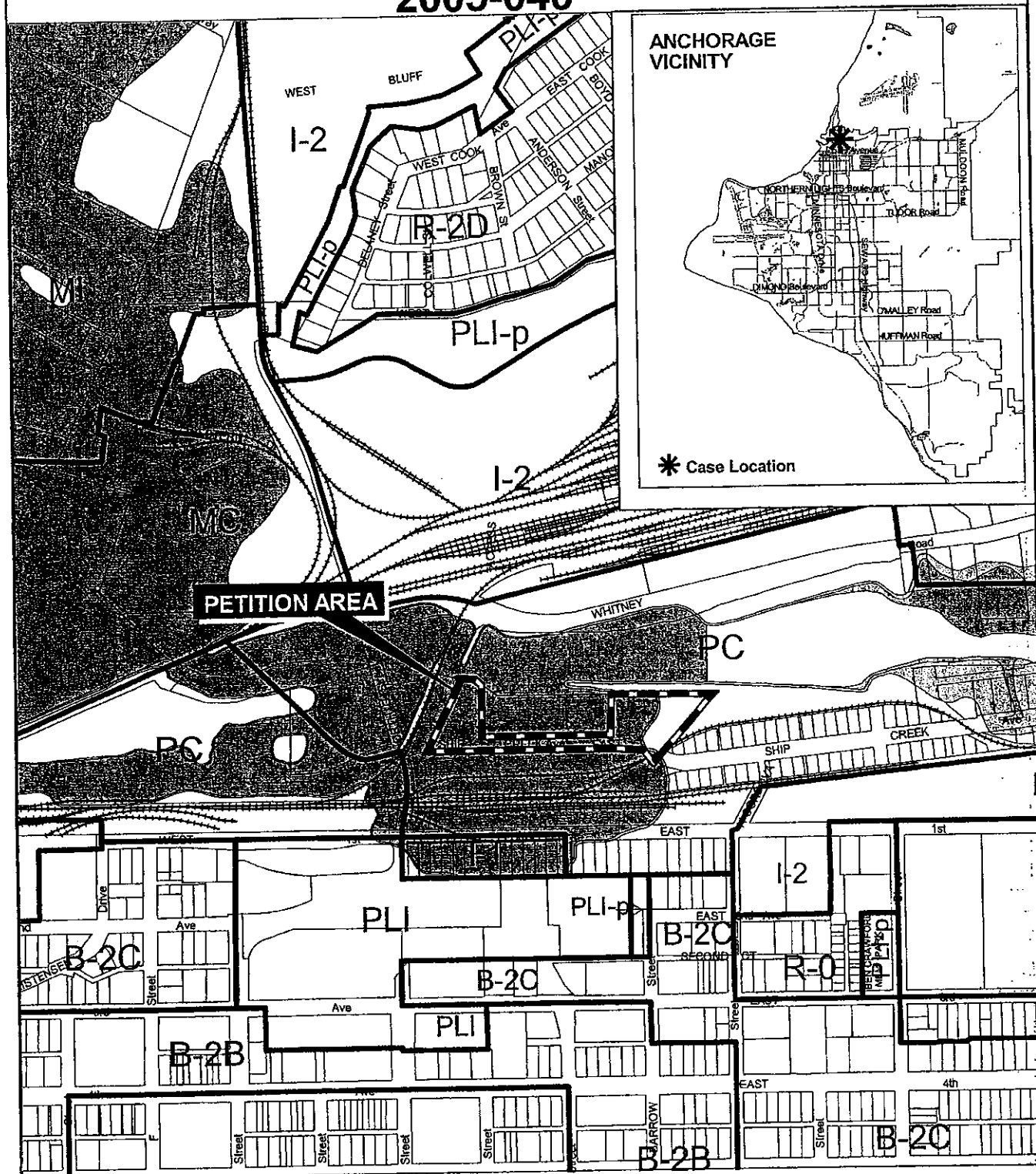


2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

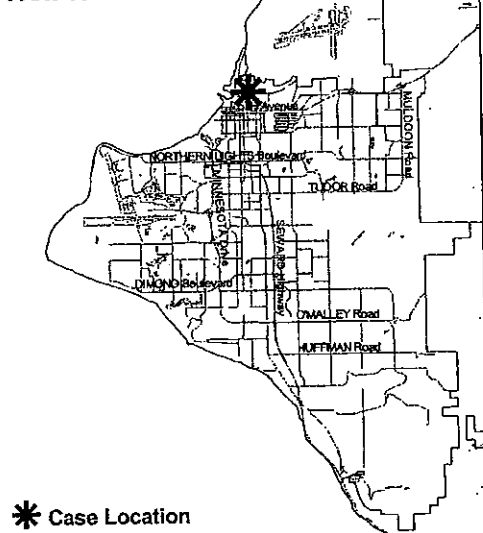
NOTE:
EXTERIOR DOORS & WINDOWS TO HAVE
WOOD FRAME ALTERNATE OPTIONS MAY BE
SUBMITTED FOR ARCHITECT'S APPROVAL

COND. IONAL USE - LIQJOR

2005-040



ANCHORAGE VICINITY



* Case Location

Municipality of Anchorage
Planning Department

Flood Limits

- 100 Year Floodplain
- 500 Year Floodplain
- Floodway



0 500 1000 Feet

Date: FEBRUARY 22, 2005

26

2

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

New Liquor License

PAGE 1 OF 2

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

This application is for:

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

SECTION A. LICENSE INFORMATION. Must be completed for all types of applications.			FEES	
License Year: <u>2011</u>	License Type: <u>Restaurant Estab Plce</u> <u>AS 04.11.100</u>	Statute Reference Sec. 04.11. <u>100</u>	License Fee: \$	
(Office Use Only) License #:			Filing Fee: \$100.00	
Local Governing Body: (City, Borough or Unorganized) <u>Anchorage</u>	Community Council Name(s) & Mailing Address: <u>Downtown Community Council</u> <u>Paul Nangle</u> <u>101 Christensen Dr</u> <u>Anchorage 99501</u>		Fingerprint: (\$54.25 per person) <u>54.25</u>	
Name of Applicant (Corp/LLC/LP/LLP/Individual/Partnership): <u>Bridge Seafood INC.</u>	Doing Business As (Business Name): <u>Bridge Seafood</u>	Business Telephone Number: <u>644-8300</u>	Total Submitted: \$ <u>154.25</u>	
Mailing Address: <u>221 W Ship Creek Ave</u>	Street Address or Location of Premise: <u>221 W Ship Creek Ave</u> <u>Anchorage AK 99501</u>	Email Address: <u>Chefalegionet</u>		
City, State, Zip: <u>Anchorage AK 99502</u>				

SECTION B. PREMISES TO BE LICENSED. Must be completed.

Closest school grounds <u>0.3 miles - Winter Berry</u>	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. <input checked="" type="checkbox"/> Premises is LESS than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input type="checkbox"/> Not applicable
Closest church: <u>0.6 miles - Holy Family</u>	Distance measured under: <input type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No.	
Premises to be licensed is: <input type="checkbox"/> Proposed building <input checked="" type="checkbox"/> Existing facility <input type="checkbox"/> New building	<input type="checkbox"/> Plans submitted to Fire Marshall (required for new & proposed buildings) <input checked="" type="checkbox"/> Diagram of premises attached	

SECTION C. Individual, corporate officer, limited liability organization member, manager or partner background.

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

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

Name	Name of Business	Type of License	Business Street Address	State
<u>Al Levinsohn</u>	<u>Kincaid Grill</u>	<u>04.11.100</u>	<u>6700 Jewell Ave</u>	<u>AK</u>
<u>Raine Levinsohn</u>	<u>Kincaid Grill</u>	<u>04.11.100</u>	<u>6700 Jewell Ave</u>	<u>AK</u>
<u>Al Levinsohn</u>	<u>Poly Drnr</u>	<u>04.11.100</u>	<u>3000 Minnesota</u>	<u>AK</u>

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.

Office use only

Date Approved

Director's Signature

Liquor License

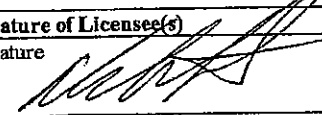
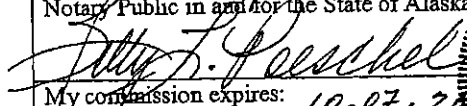
Corporations, LLCs, LLPs and LPs must be registered with the Dept. of Community and Economic Development.			
Name of Entity (Corporation/LLC/LLP/LP) (or N/A if an Individual ownership)		Telephone Number	Fax Number
Bridge Seafood Inc		644-8300	644-8315
Corporate Mailing Address:	City	State	Zip Code
221 W Ship Creek Ave	Anchorage	AK	99501
Name, Mailing Address and Telephone Number of Registered Agent		Date of Incorporation OR Certification with DCED	State of Incorporation
Anna Manukyan 5668 E. 61 st Comerica CA. 98040		4/15/11	AK
Is the Entity in compliance with the reporting requirements of Title 10 of the Alaska Statutes? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, attach written explanation. Your entity must be in compliance with Title 10 of the Alaska Statutes to be a valid liquor licensee.			

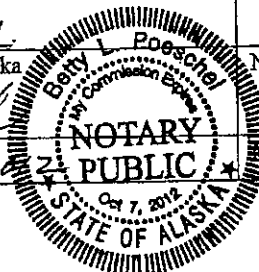
Entity Members (Must include President, Secretary, Treasurer, Vice-President, Manager and Shareholder/Member with at least 10%)					
Name	Title	%	Home Address & Telephone Number	Work Telephone Number	Date of Birth
Al Lewinson	Pres	75	8330 Skyhills Dr	344-0692	9/27/62
Raine Lewinson	Secretary		" " " "	344-0692	3/22/73
Patrick Hoegarty	VP	25	10641 Republic Cir	985.5 440-9000	6/6/70

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: Raine Lewinson	Applicant <input type="checkbox"/> Affiliate <input checked="" type="checkbox"/>	Name:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>
Address: 8330 Skyhills Dr Anchorage AK 99502	Date of Birth: 03/22/73	Address:	Date of Birth:
Home Phone: 344-0692		Home Phone:	
Work Phone: 277-1384		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:	
Work Phone:		Work Phone:	

Declaration
<ul style="list-style-type: none">I declare under penalty of perjury that I have examined this application, including the accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct and complete, and this application is not in violation of any security interest or other contracted obligations.I hereby certify that there have been no changes in officers or stockholders that have not been reported to the Alcoholic Beverage Control Board. The undersigned certifies on behalf of the organized entity, it is understood that a misrepresentation of fact is cause for rejection of this application or revocation of any license issued.I further certify that I have read and am familiar with Title 4 of the Alaska statutes and its regulations, and that in accordance with AS 04.11.450, no person other than the licensee(s) has any direct or indirect financial interest in the licensed business.I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

Signature of Licensee(s)	
Signature 	Signature
Name & Title (Please Print) Al Lewinson President	Name & Title (Please Print)
Subscribed and sworn to before me this 18 th day of July, 2011.	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: 10.07.2012	My commission expires:



STATE OF ALASKA
ALCOHOLIC BEVERAGE CONTROL BOARD

AFFIDAVIT IN CONNECTION WITH POSTING LIQUOR LICENSE APPLICATION
Alaska Statutes: 04.11.260, 04.11.310, & 13 AAC 104.125

POSTING AFFIDAVIT

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

1. a. Posting of application for a new Restaurant Eating place liquor license
for Bridge Seafood INC
located at 221 W. Ship Creek Ave Anch AK 99501
(address and/or location)

OR

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

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


July 18 2011 to July 28 2011

*** 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)

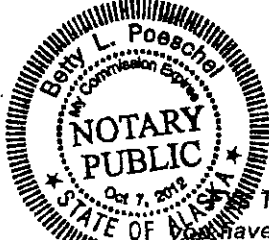
- a. Location of premises to be licensed 221 W Ship Creek Ave
b. Other conspicuous location in the area US Post Office 344 W. 3rd Ave 99501

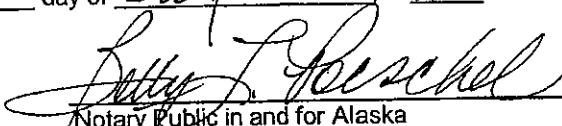
3. I believe that with the approval of this application, population would not at one time exceed in the aggregate of one license of the type requested for population as provided by law. AS 04.11.400 (check one)

- 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.
e. ☐ lodge license.


(signature)

SUBSCRIBED and SWORN to me this 28th day of July, 2011.



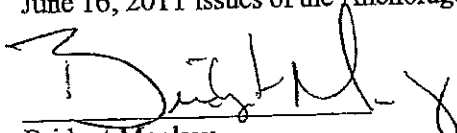

Notary Public in and for Alaska
My commission expires: 10.07.2012

This page must be signed and notarized after
you have posted your 2-page Liquor License application.


ANCHORAGE PUBLISHING, CO.
540 E. Fifth Avenue
Anchorage, Alaska 99501
Phone: 561-7737 Fax: 561-7777

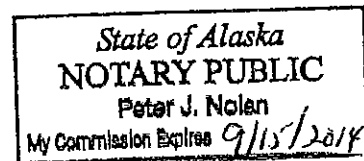


I, Bridget Mackey, advertising representative for Anchorage Publishing, Co., verify that the liquor license notice for Bridge Seafood Inc. appeared in the June 2, June 9, and June 16, 2011 issues of the Anchorage Press Newspaper.


Bridget Mackey

Subscribed and sworn to me in the Municipality of Anchorage, in the state Alaska, on this 23rd day of JUNE, 2011


Notary Public Signature
9/15/2014
Commission Expires



Alaska Entity #: 134581

State of Alaska
Department of Commerce, Community, and
Economic Development
Corporations, Business and Professional Licensing

CERTIFICATE
OF
INCORPORATION
Business Corporation

THE UNDERSIGNED, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, hereby certifies that Articles of Incorporation duly signed and verified pursuant to the provisions of Alaska Statutes has been received in this office and have been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce, Community, and Economic Development, and by virtue of the authority vested in me by law, hereby issues this certificate to

Bridge Seafood Inc.

and attaches hereto the original copy of the Articles of Incorporation for such certificate.



IN TESTIMONY WHEREOF, I execute this certificate and affix the Great Seal of the State of Alaska on April 15, 2011.

A handwritten signature in cursive script, appearing to read "Susan Bell".

Susan Bell
Commissioner

STATE OF ALASKA
ALCOHOL BEVERAGE CONTROL BOARD
Licensed Premises Diagram

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.

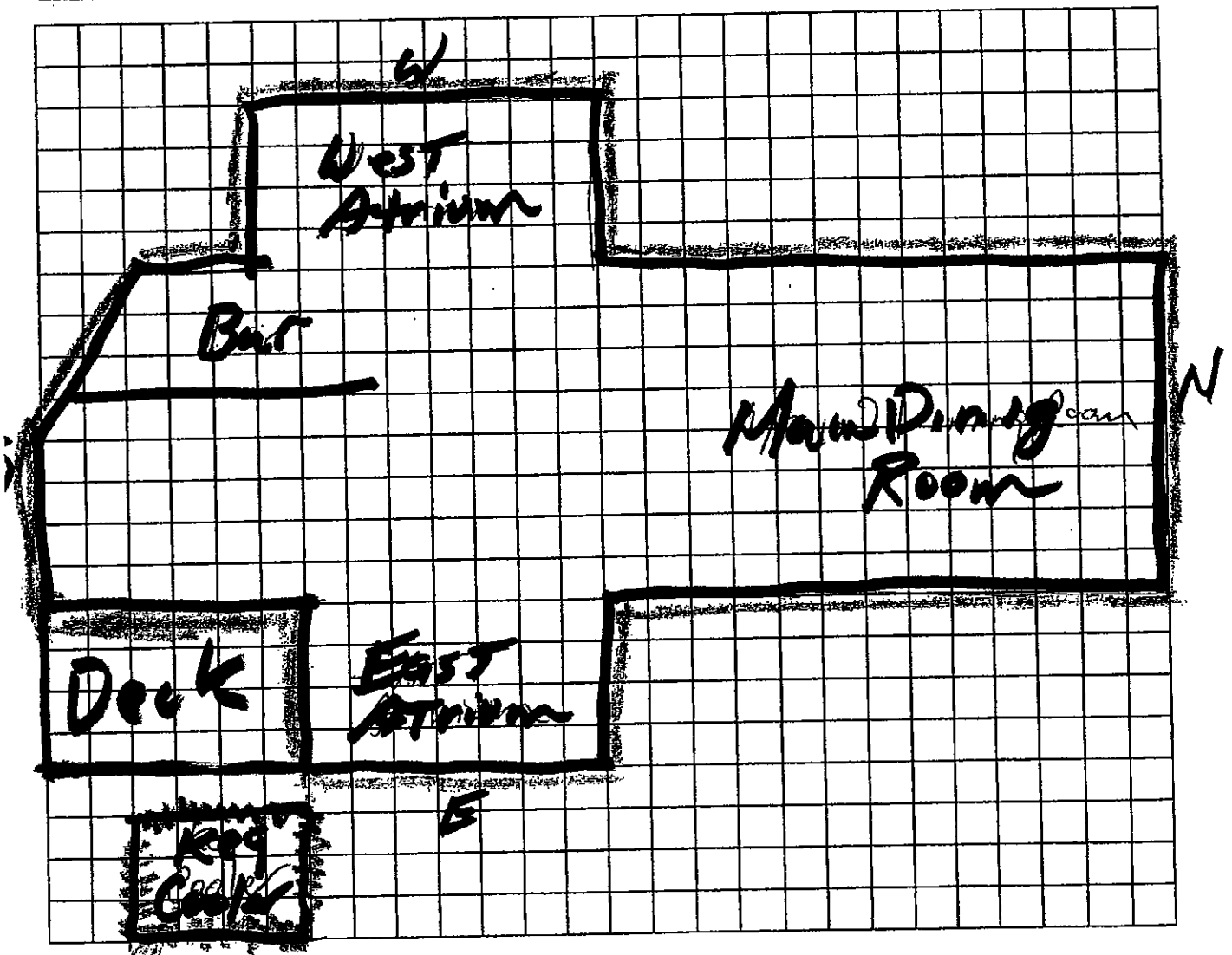
DBA: Bridge Seafood
PREMISES LOCATION: 221 W. Ship Creek Ave Anchorage

Indicate scale by x after appropriate statement or show length and width of premises.

SCALE A: X 1 SQ. = 4 FT. SCALE B: _____ 1 SQ. = 1 FT.

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.





BREAKFAST BUFFETS

The Bridge Continental

Selection of Fruit Juices
Sliced Seasonal Fresh Fruit
Natural Granola with 2% Milk
Breakfast Breads, Danish & Croissants
Butter, Fresh Fruit Preserves
Coffee, Tea, Decaf Coffee
\$15/per guest

European

Selection of Fruit Juices
Sliced Seasonal Fresh Fruit
Muesli with 2% Milk
Boiled Eggs
Smoked Salmon Lox with Cream Cheese
Sliced Roast Beef, Ham, Genoa Salami
Sliced Assorted Cheeses
Hard Rolls, Croissants & Danish Pastries
Butter, Fruit Preserves
Coffee, Tea, Decaf Coffee
\$20/per guest

Japanese

Chilled Orange Juice
Sliced Seasonal Fresh Fruit
Miso Soup
Boiled Eggs
Salt Broiled Salmon
Japanese Pickles
Steamed Rice
Coffee, Green Tea, Decaf Coffee
\$28/per guest

The Ship Creek

Selection of Fruit Juices
Sliced Seasonal Fresh Fruit
Natural Granola with 2% Milk
Breakfast Breads, Danish Pastries & Croissants
Butter, Fresh Fruit Preserves
Fluffy Scrambled Eggs
Applewood Smoked Bacon & Reindeer Sausage
Onion Chive Potatoes
Coffee, Tea, Decaf Coffee
\$22/per guest

"C" Street Crossing

Selection of Fruit Juices
Sliced Seasonal Fresh Fruit
Natural Granola with 2% Milk
Breakfast Breads, Danish Pastries & Croissants
Butter, Fresh Fruit Preserves
Fluffy Scrambled Eggs
Stuffed French Toast with Pure Maple Syrup
Applewood Smoked Bacon & Reindeer Sausage
Onion Chive Potatoes
Coffee, Tea, Decaf Coffee
\$24/per guest

The Prospector

Selection of Fruit Juices
Sliced Seasonal Fresh Fruit
Natural Granola with 2% Milk
Breakfast Breads, Danish Pastries & Croissants
Butter, Fresh Fruit Preserves
Fluffy Scrambled Eggs
Buttermilk Biscuits
Black Pepper Sausage Gravy
Applewood Smoked Bacon & Reindeer Sausage
Onion Chive Potatoes
Coffee, Tea, Decaf Coffee
\$24/per guest

City View Brunch

Selection of Fruit Juices
Sliced Seasonal Fresh Fruit
Imported & Domestic Cheese Board
Natural Granola with 2% Milk
Breakfast Breads, Danish Pastries & Bagels
Butter, Fresh Fruit Preserves
Chilled Shrimp & King Crab on Ice
Red Salmon Lox with Traditional Condiments
Fluffy Scrambled Eggs
Classic Eggs Benedict with Hollandaise Sauce
Omelet Station ~ *Chef prepared to order*
Stuffed French Toast with Pure Maple Syrup
Applewood Smoked Bacon & Reindeer Sausage
Onion Chive Potatoes
Chef's Fresh Alaskan Seafood Selection
Roast Prime Rib Au Jus
Coffee, Tea, Decaf Coffee
\$48/per guest
(Minimum 50 guests please)



ACTION STATIONS

Chef attended stations are based on a minimum of 50 guests and designed for two(2) hours of service

Omelet Station \$12.

Egg Whites, Ham, Bacon,
Spinach, Tomatoes, Bay Shrimp,
Wild Mushrooms, Roasted Peppers,
Green Onions, Grated Cheeses

Waffle station \$8.

Belgium Waffles
Fresh Berries in Season
Whipped Cream, Flavored Butters
Pure Maple Syrup

BREAKFAST EXTRAS

PRICED PER GUEST

Half Grapefruit	\$4.
Fresh Sliced Fruit	\$7.
Natural Granola	\$5.
Steel-Cut Oatmeal	\$5.

PRICED PER DOZEN

Sticky Pecan Cinnamon Rolls	\$32.
House Baked Croissants	\$28.
House Baked Muffins	\$24.
Raised Doughnuts	\$24.

BREAKFAST ENHANCEMENTS

Crab Cake Benedict \$10.

Alaskan King Crab Cake,
Poached Eggs, Toasted English Muffin,
Hollandaise Sauce

Classic Eggs Benedict \$8.

Canadian Style Bacon,
Poached Eggs, Toasted English Muffin,
Hollandaise Sauce

Smoked Salmon Scramble \$6.

Hardwood Smoked Alaskan Salmon,
Cream Cheese, Chives

Joe's Special \$5.

Spinach, Ground Beef,
Onions, Parmesan

Buttermilk Biscuits \$5.

Black Pepper Sausage Gravy

Stuffed French Toast \$6.

Whipped Butter, Pure Maple Syrup

Corned Beef Hash \$5.

Fresh Ground Corned Beef, Potatoes

Cream Cheese Blintz \$7.

Raspberry Sauce, Powdered Sugar

Salted Salmon \$12.

Broiled Fresh Salmon



COLD LUNCH OPTIONS

Cold Sandwich Platters

Assortment of Wrap Style Sandwiches
Mixed Green Salad, Orzo Pasta Salad
Fresh Baked Cookies & Brownies
\$14/per guest

Deli Sandwich Buffet

Chef's Selection Soup Du Jour
Caesar Salad, Orzo Pasta Salad
Platters of Sliced Turkey, Ham,
Roast Beef, Salami, Crisp Lettuce,
Ripe Tomatoes, Pickles, Assorted
Sliced Cheeses, Condiments,
Sliced Rye, Sourdough, Wheat Bread
Assorted Cookies & Brownies
\$18/per guest

LUNCH BUFFETS

*Served with two freshly prepared salads, rolls,
butter, appropriate starch, fresh vegetable &
pastry chef's dessert selection*

Chicken Marengo
Chicken & Andouille Sausage Gumbo
Chicken Jambalaya
Chicken Breast Marsala
Chicken Breast Piccata
Braised Beef Short Ribs with Red Wine Sauce
Beef Stroganoff
Old Fashioned Pot Roast
Roast Pork Loin with Apples & Onions
Penne Pasta with Chicken Alfredo
Pasta Bolognese
Shrimp & Wild Mushroom Pasta
Shrimp Etouffee
Ginger Pepper Rock Fish, Cilantro Vinaigrette
Pan Roasted Pacific Cod, Creole Butter Sauce
Eggplant Parmesan
Balsamic Grilled Vegetable Napoleons
\$26/per guest ~ one entrée selection
\$32/per guest ~ two entrée selections
(Minimum 25 guests please)

MEALS ON THE GO

Breakfast Box

Jumbo Muffin
Yogurt, Whole Fresh Fruit
Granola Bar, Orange Juice
\$10/per guest

Surf and Turf Box

Chilled Sliced Beef Tenderloin
King Crab Merus
Chilled Grilled Asparagus Salad
Marinated Grilled Tomato
Green Bean Potato Salad with Rosemary
\$40/per guest

Filet Mignon Box

Chilled Sliced Beef Tenderloin with Tarragon
Aioli Chilled Grilled Asparagus Salad
Marinated Grilled Tomato
Green Bean Potato Salad with Rosemary
\$28/per guest

Salmon Box

Chilled Poached or Grilled Red Salmon
Cucumber Dill Yogurt Sauce
Marinated Grilled Tomato
Green Bean, Pickled Red Onion Salad
\$24/per guest

Greek Shrimp Box

Chilled Grilled Shrimp
Tomato Feta Salad, Roasted Peppers
Green Bean Potato Salad with Rosemary
\$22/per guest

Traditional Box Lunch

Sandwich, Pasta Salad, Apple, Cookie
\$12/per guest

Seafood Cobb Salad

King Crab, Bay Shrimp
\$18/per guest

Grilled Chicken Caesar Salad

\$12/per guest



DINNER BUFFETS

Served with three freshly prepared salads, rolls, butter, appropriate starch, fresh vegetable & pastry chef's dessert selection

Chicken Marengo
Herb Roasted Chicken
Chicken Jambalaya
Chicken Breast Marsala
Chicken Breast Picatta
Braised Beef Short Ribs with Red Wine Sauce
Beef Stroganoff
Roast Pork Loin with Apples & Onions
Moroccan Spiced Pork Shanks
Honey Mustard Roast Duck
Penne Pasta with Chicken Alfredo
Pasta Bolognese
Shrimp & Wild Mushroom Pasta
Shrimp Etouffee
Eggplant Parmesan
Balsamic Grilled Vegetable Napoleons
Alaskan Halibut Olympia
Grilled Alaskan Halibut, Tropical Fruit Salsa
Ginger Pepper Sear Halibut, Cilantro Butter
Cast Iron Blackened Pacific Cod, ala Creole
Pan Roasted Salmon with Braised Fennel
Crab Stuffed Rockfish, Citrus Buerre Blanc
Herb Grilled Salmon Nicoise

\$38/per guest ~ two entrée selections

\$44/per guest ~ three entrée selections

Holiday Buffet

Chilled Shrimp & King Crab
Brandy Seafood Sauce
Waldorf Salad
Red Wine Poached Pear Salad
Classic Caesar Salad
Roast Prime Rib of Beef Carved on the Buffet
Roast Tom Turkey with Traditional Gravy
Citrus Cranberry Chutney
Candied Sweet Potato Puree
Old Fashioned Mashed Potatoes
Pancetta Leek Dressing
Green Beans & Wild Mushrooms
Rolls & Butter
Holiday Dessert Assortment

\$48/per guest

THEME BUFFETS

Italian

Antipasto
Fresh Mozzarella & Tomato, Fresh Basil
Caesar Salad
Chicken Piccata
Beef Short Ribs with Marsala Mushroom Sauce
Eggplant Parmesan
Saffron Basmati Rice, Summer Squash Saute
Rolls & Nutter
Tiramisu

\$38/per guest

Mardi Gras

Boiled Shrimp with Remoulade
Artichoke Tomato Salad
Red Wine Poached Pear & Pecan salad
Seafood Gumbo
Jambalaya
Fried Eggplant with Shrimp Creole
Cast-Iron Blackened Ribeye of Beef
Mock Choux
Corn Bread & Butter
Pecan Torte

\$44/per guest

Bavarian

Smoked Sausages with Spicy Mustard
Tomato Salad & Cucumber Salad
Warm Potato Salad
Beef Goulash
Weiner Schnitzel
Bratwurst in Apple Kraut
Buttered Spatzel
Braised Red Cabbage
Brown Bread & Butter
Alsace Apple Torte

\$40/per guest

Chef's carving station, priced per guest

To be added to existing buffet

Chef Carved Roast Turkey Breast	\$6.
Chef Carved Roast Top Sirloin	\$8.
Chef Carved Roast Prime Rib of Beef	\$11.
Chef Carved Honey Glazed Ham	\$6.
Chef Carved Toast Leg of Lamb	\$8.



PLATED DINNERS

*Three to five course plated dinners
Minimum thirty guests please*

STARTERS

Please select one

King Prawn & Grits	\$10.
Sautéed Shrimp, White Cheddar Grits, Andouille Sausage, Creole Cream	
King Crab Cakes	\$12.
Arugula Salad, Citrus Vinaigrette, Lime Aioli	
Prosciutto Wrapped Scallops	\$12.
Arugula Pesto, Citrus Buerre Blanc	
Pepper Seared Ahi	\$12.
Shoyu Red Chili Sauce, Sea Salad	
Roasted Oysters Casino	\$12.
Herb Parmesan Stuffing, Applewood Smoked Bacon, Butter Sauce	
King Crab Cocktail	\$12.
Garden Slaw, Spicy Red Sauce	
Shrimp Remoulade	\$10.
White Wine Poached Shrimp, New Orleans Style Dipping Sauce	
Chicken Sate	\$9.
Thai Style Cucumber Salad, Spicy Peanut Sauce	
Seared Beef Carpaccio	\$9.
Baby arugula, Dijon Dressing, Parmesan Crisp	
Pesto Roast Chicken En Croute	\$9.
Puff Pastry, Creamy Chicken Veloute	
Rosemary Grilled Lamb Chops	\$11
Tabouli, Fresh Mint Demi Glace	

SOUPS

Please select one

Shrimp Gumbo	\$8.
Sautéed Shrimp, Andouille Sausage, Steamed Rice, Scallions	
King Crab Bisque	\$8.
Dry Sack Sherry, Cream	
Potato Leek	\$7.
Yukon Gold Potatoes, White Truffle Oil	
Tomato Bisque	\$7.
White Cheddar Crouton	
Garden Vegetable Minestrone	\$7.
Basil Pesto	

SALADS

Please select one

Classic Caesar	\$6.
Baby Romaine, Anchovy Dressing, Parmesan, Toasted Bruschetta	
Baby Spinach	\$6.
Warm Bacon Dressing, Grated Eggs, Tomato, Shiitake Mushroom	
Wine Poached Pear	\$8.
Crumbled Gorgonzola Cheese, Candied Pecans, Honey Pepper Dressing	
Roasted Beet	\$7.
Crumbled Goat Cheese, Arugula, Sweet Herb Vinaigrette	
Caprese	\$7.
Fresh Mozzarella, Tomato, Basil	
Panzanella	\$6.
Fresh Mozzarella, Tomato, Cured Olives, Rustic Bread Croutons, Pesto Vinaigrette	
Mixed Greens	\$6.
Garden Vegetables, Field Lettuces, Herb Vinaigrette	

Food and beverage prices are subject to a 20% service charge



PLATED DINNERS CONT.

Three to five course plated dinners

SEAFOOD ENTREES

Please select one

King Prawns \$26.
Provencal Style, Lemon, Garlic,
Parsley, White Wine Butter Sauce

Ginger Pepper Halibut \$28.
Pan-Roasted, Cilantro Vinaigrette

Pan-Roasted Alaskan Salmon \$28.
Arugula Pesto, Citrus Buerre Blanc

Broiled Hawaiian Game Fish \$26.
Black Olive Tapenade

Main Lobster Thermedor \$38.
Fresh Tarragon, Wild Mushrooms,
Sherry, Parmesan Gratin

Alaskan Rock Fish \$26.
Capers, Lemon, White Wine Butter Sauce

Broiled Mahi Mahi \$26.
Shoyu Glaze, Tropical Fruit Salsa

MEAT ENTREES

Please select one

Rosemary Roast Prime Rib \$30.
Fresh Grated Horseradish, Natural Jus

Roast New York Strip Loin \$28.
Wild Mushroom Sauce

Roast Rack of Lamb \$28.
Dijon Crust, Fresh Mint Sauce

Char Broiled New York Steak \$28.
Roast Garlic Compound Butter

Midwest Filet Mignon \$30.
Béarnaise Sauce

Roast Buffalo Prime Rib \$34.
Blackberry Demi Glace,
Gorgonzola Butter

COMBINATION DINNERS

Please select one

Steak and Scampi \$36
Petite Filet Mignon Topped with
Scampi Style King Prawns

Steak and Prawns \$36
Panko Fried King Prawns, Served
with our Petite filet mignon

Steak and King Crab \$42.
Petite Filet Mignon Served with a
Half Pound of Steamed King Crab Legs

Steak and Lobster \$40.
½ Lobster Thermedor Served with our
Petite filet mignon

POULTRY ENTREES

Please select one

Free Range Chicken Breast \$26.
Herb Goat Cheese,
Wild Mushroom Vinaigrette

Roasted Half Duck \$26.
Cranberry Orange Glace

Five Spice Duck Breast \$28.
Fresh Mozzarella, Tomato, Basil

Chicken Marsala \$24.
Boneless Chicken Breast,
Wild Mushrooms, Marsala Wine Sauce

Chicken Piccata \$24.
Boneless Chicken Breast, Capers,
Lemon, Parsley Butter Sauce

Chicken Marengo \$24.
Boneless Chicken Breast, Wild Mushrooms,
Roasted Tomato, Fresh Rosemary

Food and beverage prices are subject to a 20% service charge



PLATED DINNERS CONT.

Three to five course plated dinners

VEGETARIAN ENTREES

Please select one

- Ratatouille Stuffed**
Portobello Mushroom \$22.
Roasted Tomato Sauce
- Vegetable Yaki Soba** \$22.
Soy Sesame Dressing
- Grilled Vegetable Napoleon** \$22.
Eggplant, Summer Squash,
Roasted Peppers

PASTAS

Please select one

- Penne Pasta with Smoked Salmon** \$24.
Sweet Peas, Alfredo Sauce
- Bridge Lasagna** \$24.
Italian Sausage, Ground Beef,
Three Cheeses, Béchamel
- Penne Pasta Primavera** \$22.
Fresh Garden Vegetables,
Roast Tomato Sauce

ACCOMPANIMENTS STARCHES

*Please select one ~ our chef is happy
to offer recommendations to compliment your
entrée selection*

- Red Skin Roast Garlic Mashed Potatoes**
- Truffle Scented Yukon Potato Puree**
- Wild Mushroom Risotto**
- Saffron Risotto**
- Basmati Rice Pilaf**
- Herb Roasted New Potatoes**
- Parsley Steamed New Potatoes**
- Creamy Parmesan Polenta**

VEGETABLES

*Please select one ~ our chef is happy
to offer recommendations to compliment your
entrée selection*

- Creamed Spinach**
- Sautéed Garlic Spinach**
- Forest Mushroom Ragout**
- Honey Glazed Carrots**
- Asparagus & Roasted Peppers**
- Broccolini**
- Vegetable Ratatouille**
- Butter Braised Kale**
- French Green Beans**



DESSERTS

Please select one

Chocolate Decadence	\$6.
Rich Flourless Chocolate Torte	
Cinnamon Rhubarb Cake	\$6.
Tart Rhubarb, Crunchy Cinnamon Top	
Crème Brulee	\$7.
Vanilla Bean Custard, Caramelized Sugar	
Pot d Crème	\$6.
Traditional Chocolate Custard	
Carrot Cake	\$6.
Cream Cheese Frosting, Chopped Walnuts	
Individual Chocolate Soufflé	\$9.
Crème Anglaise	
New York Style Cheesecake	\$7.
Fresh Strawberry Sauce	
Chocolate Hazelnut Bread Pudding	\$6.
Crème Anglaise	
Tiramisu	\$7.
Espresso soaked lady fingers, Mascarpone Mousse, Grated Chocolate.	
Baked Alaska	\$8.
Vanilla Pound Cake, Ice Cream, Raspberry Sauce, Meringue Flambé	
Pineapple Upside-Down Cake	\$6.
Sour Cream Cake, Caramelized Pineapple, Maraschino Cherries.	
Apple Crisp	\$7.
Streusel Topping, Fresh Whipped Cream	
Peach Cobbler	\$7.
Sugar Dusted Cornmeal Scone Top Fresh Whipped Cream	

INTERMEZZO

Please select one

Red Flame Grape Granita	\$3.
Lemon Sorbet	\$3.
Raspberry Sorbet	\$3.

Food and beverage prices are subject to a 20% service charge



ACTION STATIONS

Chef attended stations are based on a minimum of 30 guests and designed for two (2) hours of service

Shrimp N' Grits Station \$14.

Sautéed Shrimp
White Cheddar Grits
Andouille Sausage, Creole Cream

Pasta Station \$12.

Penne & Tortellini Pasta
Alfredo Cream & Marinara Sauces
Italian Sausage, Chicken & Shrimp
Wild Mushrooms, Fresh Herbs, Parmesan

Salad Station \$7.

Tossed to Order with Wild Greens
Grape Tomatoes, Mushrooms, Cucumbers,
Croutons, Gorgonzola, Parmesan Cheese
Applewood Bacon, Bay Shrimp
Balsamic Vinaigrette Dressing

Spinach Salad Station \$8.

Tossed to Order with Baby Spinach
Mushrooms, Tomatoes, Grated Eggs,
Toasted Pine Nuts, Warm Pancetta Dressing

Caesar Salad Station \$10.

Tossed to Order with Baby Romaine
Grilled Chicken, Bay Shrimp,
Smoked Salmon, Parmesan, Croutons,
Caesar Dressing

Mashed Potato Martini Bar \$12.

Yukon Gold Mashed Potatoes
Applewood Smoked Bacon Bits,
Vermont White Cheddar, Bay Shrimp
Whipped Butter, Scallions, Sour Cream

Satay Station \$13.

Seared Chicken, Shrimp & Beef Satay
Spicy Peanut, Mango Chili
& Red Curry Sauces

Dim Sum and Spring Roll Station \$14.

Assorted Steamed Seafood
Vegetable & Pork Dim Sum
Fresh Spring Rolls
Sweet Chili Dipping Sauce

COLD RECEPTION PLATTERS

BASED ON SERVICE FOR 25 GUEST

Vegetable Crudité \$40.

Assorted Raw Veggies
Served with Pesto Ranch Dip

Domestic, Imported Cheeses \$75.

Garnished with Fresh Berries & Grapes

Balsamic Grilled Vegetables \$55.

Extra Virgin Olive Oil, Fresh Basil
& Roasted Garlic Cloves

Smoked Alaskan Sampler \$135.

Smoked Sockeye Salmon, Halibut,
& Reindeer Sausage

5# Peel & Eat Shrimp \$75.

Cajun Remoulade Sauce, Lemon

Antipasta Platter \$95.

Italian Cured Meats, Cheese, Olives,
Marinated Vegetables

Fresh Seasonal Fruit Tray \$95.

Honey Poppy Seed Yogurt Dip

Smoked Salmon Mousse \$80.

Toasted Bruschetta

HOT RECEPTION ITEMS

BASED ON SERVICE FOR 25 PEOPLE

Gorgonzola Fondue \$75.

Served with Toasted Bruschetta

Spinach & Crab Dip \$95.

Served with Toasted Bruschetta

Rosemary Roasted Prime Rib \$295.

Horseradish, in Natural Jus

Smoked Alaskan Bone-in-Ham \$185.

Stone Ground Honey Mustard,

Roast Boneless Turkey Breast \$140.

Citrus Cranberry Chutney

Food and beverage prices are subject to a 20% service charge



COLD HORS D'OUVRES

PRICED PER DOZEN ~
(MINIMUM TWO DOZEN)

Chefs Assorted Canapés	\$18.
Wrap Style Finger Sandwiches	\$12.
Citrus Seared Ahi Tuna, Wonton Cup	\$30.
Deviled Eggs	\$18.
Salami Cornets	\$18.
Stuffed Cucumbers	\$18.
Oysters on the Half Shell	\$24.
Shrimp Salad Puffs	\$18.
Chicken Salad Puffs	\$18.
Chilled Melon Brochettes	\$24.
Baby Brie Bruschetta, Dried Fruit Chutney	\$24.
Caprese Salad Skewers	\$24.
Shrimp & Vegetable Fresh Roll	\$24.
Alaskan Smoked Salmon on Pumpernickel	\$24.
Chilled Jumbo Shrimp, Cocktail Sauce	\$24.
Spicy Tuna Tartar Spoons, Seaweed Salad	\$24.
Peppered Beef Carpaccio Crustini	\$24.
King Crab Salad, Wonton Cup	\$36.

HOT HORS D'OUVRES

PRICED PER DOZEN ~
(MINIMUM TWO DOZEN)

Swedish Style Meatballs	\$18.
Shoyu Glazed Pork Riblets	\$28.
BBQ Andouille Sausage	\$18.
Chipotle Chicken Wings	\$22.
Sausage Stuffed Mushrooms	\$24.
Spinach Feta Cheese Turnovers	\$18.
King Crab Stuffed Mushrooms	\$30.
Roasted Oysters Casino	\$36.
Oysters Rockefeller	\$36.
Grilled Vegetable Brochette	\$24.
Toasted Cheese Ravioli, Marinara Sauce	\$24.
Teriyaki & Sesame Glazed Chicken Satay	\$24.
Thai Chicken Satay, Spicy Peanut Sauce	\$24.
King Crab Cakes with Remoulade	\$36.
Shrimp & Andouille Sausage Skewers	\$30.
Applewood Bacon Wrapped Scallops	\$30.
Petite Lamb Chops, Minted Mango Chutney	\$36.
Mini Pulled Pork BBQ Sliders	\$30.
Steak Au Poivre & Mushroom Brochettes	\$36.

DESSERT ACTION STATIONS

Chef attended stations are based on a minimum of 50 guests and designed for two (2) hours of service

Crepe Station	\$10.
Classic Suzette, Fresh Berries, Cinnamon Apple, Fresh Whipped Cream	

Flambé Station	\$10.
Cherries Jubilee, Bananas Foster, Vanilla Ice Cream	

Chocolate Fountain	\$12.
Pound Cake, Fresh Fruit	

SWEET EXTRAS

PRICED PER DOZEN

Double Fudge Brownies	\$24.
Lemon Bars	\$24.
Fresh Baked Cookies	\$18.
Chocolate Dipped Strawberries	\$24.
Demi Crème Brulee	\$36.
Demi Pot d Crème	\$34.
Pate Choux Crème Puffs	\$34.
Mini Lemon Poppy Seed & Berry Trifle	\$34.
Mini Fresh Fruit Tartlettes	\$36.
Mini Chocolate Hazelnut Bread Pudding	\$30.
Mini Black Bottom Pie	\$30.
Mini Lemon Meringue Pie	\$30.
Mini Pecan Pie	\$30.

Food and beverage prices are subject to a 20% service charge



FACILITY RENTAL MINIMUMS AND STRUCTURE

FOOD AND BEVERAGE CREDIT WILL APPLY TO ALL MINIMUM FEES. SERVICE CHARGES WILL APPLY TO FOOD AND BEVERAGE EXPENSE ONLY. REMAINING BALANCE WILL BE CHARGED AS FACILITY FEE.

ROOM RENTAL MONDAY THROUGH FRIDAY SEPTEMBER 16 - MAY 14 ~ 6AM-4PM

BRIDGE ALL \$3,500.00

ROOM RENTAL SATURDAY & SUNDAY SEPTEMBER 16 - MAY 14 ~ 6AM-4PM

BRIDGE ALL \$6,500.00

ROOM RENTAL SUNDAY THROUGH THURSDAY SEPTEMBER 16 - MAY 14 ~ 5PM-12AM

BRIDGE ALL \$4,500.00

ROOM RENTAL FRIDAY & SATURDAY SEPTEMBER 16 - MAY 14 ~ 5PM-12AM

BRIDGE ALL \$7,500.00

ROOM RENTAL SUNDAY THROUGH THURSDAY DECEMBER ~ 5PM-12AM

BRIDGE ALL \$5,500.00

ROOM RENTAL FRIDAY & SATURDAY DECEMBER ~ 5PM-12AM

BRIDGE ALL \$9,500.00



CATERING POLICIES AND PROCEDURES

DEPOSITS AND PAYMENT

To secure your event at The Bridge Seafood, we respectfully require a 10% non-refundable deposit at time of booking. The balance amount on the invoice provided will be due at conclusion of your event unless prior arrangements have been made.

GUARANTEES

Ten (10) working days prior to all food functions, or at the time the contract is signed, whichever is less, the Bridge Seafood requires the customer to submit an expected number of guests for each scheduled event. The customer will be charged a minimum of 90% of the expected number of guests, regardless of the final guarantee. The final guaranteed number of guests for all food functions must be submitted to The Bridge Seafood by Noon, three (3) business days prior to the date of the function. If the guarantee is not received by the cut-off date/time, The Bridge will assume that the "expected" (exp) number of guest is noted at the top of the contract or the expected number of guests submitted ten (10) working days prior to the event is the guarantee, whichever is higher. The guarantee becomes the minimum number of guests used in calculating the amount to be charged and the maximum number for food preparation. Should the actual number of guests in attendance of the event exceed the guarantee, the customer will be charged for the number of guests in attendance. All increases to guarantees within three (3) business days are subject to food availability and surcharges. The Bridge will prepare 5% above the guarantee. The Bridge cannot guarantee that the same menu items will be served to guests above the overset. Food and beverage choices are based on availability and are at The Bridge's discretion. All Food & Beverage is subject to 20% Service Charge.

ALCOHOLIC BEVERAGES

The State Division of Alcoholic Beverages & Tobacco regulates the sale and service of all alcoholic beverages. The Bridge is responsible for the administration of such regulations. If alcoholic beverages are to be served on the Bridge Seafood premises, we require that these beverages be dispensed only by Bridge Seafood TAP certified servers and bartenders. Our alcoholic beverage license requires us to: 1) request proper identification (photo ID) of any Person of questionable age and refuse alcoholic beverage service if the proper identification cannot be produced and 2) refuse alcoholic beverage service to any Person who, in the Bridge Seafood's judgment, appears intoxicated. Provisions of the Bridge Seafood's liquor license prohibit the patron or attendees from providing alcoholic beverages from outside sources. A \$200 fee will be charged per event for the alcohol permit.

CATERING

The Bridge Seafood requires that the Bridge Seafood provide all food and beverage. Any meeting space rented must meet a food and beverage minimum determined by your contract or pay incurred room rental. The Bridge will gladly prepare a custom menu to meet your specific requirements, if you prefer. In accordance with the Alaska Health Department, no food and/or beverages are to leave the premises and no outside food or beverages may be brought on property.

AUDIO VISUAL EQUIPMENT

The Bridge Seafood has proudly selected Imig as our full service onsite audio visual provider. In order to help ensure a positive meeting or event experience, The Bridge Seafood highly recommends utilizing Imig for all of your audio visual needs. The onsite Imig team is available to assist with creative planning and consultation for your event.

PARKING

Valet parking may be arranged for your meeting or event for an additional fee.

ADDITIONAL SERVICES

Any services that would incur additional costs (i.e. power or electrical charges, décor, entertainment, security, coat check, etc.) will be discussed with you by The Bridge Manager upon your request.



CATERING POLICIES AND PROCEDURES ~ Continued

DECORATIONS, SIGNAGE AND BANNERS

Your Bridge Manager can arrange for floral centerpieces, tablescapes, specialty linens, themed props, entertainment and ice sculptures. We partner with the Alaska's finest vendors to assist with creating your perfect event. Requests to hang banners or special signage which will not fit on an easel will need to be conveyed to the Bridge at least 72 hours prior to the time needed and are subject to management approval. There will be a \$30 per hour labor fee with a one-hour minimum. In order to prevent damage to our fixtures and furnishings, all decorations, signage, and/or displays brought into the Bridge by guests must be approved prior to arrival. All decorations and displays must be in compliance with the State Building code and meet the approval of the Anchorage Fire Marshall. Items may not be attached to any stationary wall, floor, windows or ceiling with nails staples, tape, tacks or any other substance in order to prevent damage to the facility, fixtures and furnishings. According to Anchorage fire regulations, all candles or any devices that emit flame or smoke must be enclosed in glass or non-flammable containers.

SMOKE-FREE POLICY

The Bridge Seafood is designated as a smoke-free facility, which includes all meeting and public areas. There are specially designed outdoor smoking areas available for guests.

SECURITY

The Bridge Seafood shall not assume responsibility for damage or loss of any merchandise or articles brought into the Bridge or for any item left unattended. Special arrangements for security of exhibits, merchandise or articles for display must be made prior to the planned event.

OFF SITE CATERINGS

The Bridge Seafood is happy to provide offsite catering services to remote locations. An additional charge will be incurred for delivery and set up to remote venues as follows.

ANCHORAGE AREA VENUES	\$7/PER GUEST
GIRDWOOD & BIG LAKE AREA	\$12/PER GUEST
WHITTIER CHARTERS	\$15/PER GUEST
SEWARD CHARTERS	\$20/PER GUEST
ALASKA RAILROAD	\$7/PER GUEST

The Bridge Seafood is unable to produce certain menu items due to kitchen and preparation facilities available on offsite events. Our catering staff is happy to work with you on finding the best solution possible to meet your requests.

STATE OF ALASKA
ALCOHOLIC BEVERAGE CONTROL BOARD
APPLICATION FOR RESTAURANT DESIGNATION PERMIT - AS 04.16.049 & 13 AAC 104.715-794
FEE: \$50.00

The granting of this permit allows access of persons under 21 years of age to designated licensed premises for purposes of dining, and persons under the age of 19 for employment. If for employment, please state in detail, how the person will be employed, duties, etc. (13 AAC 104.745).

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

- 1 ☒ Under AS 04.16.010(c) Bona fide restaurant/eating place.
- 2 ☐ Persons age 16 to 20 may dine unaccompanied
- 3 ☐ Persons under 16 may dine accompanied by a person 21 years or older
- 4 ☐ Persons between 16 and 19 years may be employed (See note below).

LICENSEE:

Bridge Seafood Inc.

D/B/A:

Bridge Seafood Catering

ADDRESS:

221 W Ship Creek Ave Anchorage AK 99502

- 1 Hours of Operation: 4pm to 10pm Telephone # 644-8300
- 2 Have police ever been called to your premises by you or anyone else for any reason: ☐ Yes ☒ No
If yes, date(s) and explanation(s).

3. Duties of employment:

Restaurant operation

4. Are video games available to the public on your premises?

NO

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

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

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

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

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

I certify that I have read AS 04.16.049, AS 04.16.060, 13 AAC 104.715-795 and have instructed my employees about provisions contained therein.

[Signature]
Applicant(s) signature

Subscribed and sworn to before me this

18th day of July, 2011

[Signature]
Notary Public in and for Alaska

My Commission expires

10.07.2012

Application approved (13 AAC 104.725(e))
Governing Body Official

Date: _____

Director, ABC Board

Date: _____

NOTES: AS 04.16.010(c) requires that written parental consent and an exemption by the Department of Labor must be provided for the employee who is under 19 years of age. Persons 19 and 20 years of age are not required to have an exemption.

* Description of food is served on back of form

BUILDING LEASE

Between

ALASKA RAILROAD CORPORATION

and

BRIDGE SEAFOOD, INC.

CONTRACT NO. 9580

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BUILDING LEASE

THIS BUILDING LEASE (herein called "this Lease") is made on the day executed by the last signatory hereto, by and between the ALASKA RAILROAD CORPORATION (herein called "Lessor"), a public corporation created pursuant to AS 42.40, whose mailing address is P.O. Box 107500, Anchorage, Alaska 99510-7500, and BRIDGE SEAFOOD, INC., an Alaska corporation (herein called "Lessee"), whose mailing address is 8330 Skyhills Drive, Anchorage, Alaska 99502.

ARTICLE I

LEASED PREMISES AND TERM

1.01 Leased Premises. Lessor, for and in consideration of the rents, covenants and conditions hereinafter specified to be paid, performed and observed by Lessee, hereby leases to Lessee, and Lessee hereby leases from Lessor, that certain property more particularly described on Schedule 1 attached to and for all purposes made a part of this Lease, together with the improvements described in paragraph 1.03 below and all rights, easements, privileges, both subterranean and vertical, and appurtenances attaching or belonging to the described property, but subject to the reservation contained in paragraph 1.02 below (herein called the "Leased Premises").

1.02 Reservation of Minerals. All oil, gas, coal, geothermal resources and minerals of whatever nature in or under the above-described property are excluded from the Leased Premises and reserved to Lessor. During the term of this Lease, Lessor shall not have the right to enter on the surface of the Leased Premises, without Lessee's prior consent, for the purpose of mining and/or extracting such oil, gas, coal, geothermal resources, or other minerals and shall not mine and/or extract the same by any means at a depth less than twenty-five (25) feet below the surface of the Leased Premises. If Lessor mines and/or extracts such oil, gas, coal, geothermal resources, or other minerals, the mining and/or extraction shall not interfere with Lessee's business and activities on the Leased Premises, parking or access to the Leased Premises.

1.03 Improvements Owned by Lessor. The following described improvements ("Lessor's Improvements") are situated on and are a part of the Leased Premises and are and shall remain throughout the term of this Lease the property of the Lessor:

A single story, wood-frame restaurant building with a total gross building area of approximately 6,317 square feet situated atop a bridge/support structure owned by Lessor and all improvements, appurtenances, fixtures, and equipment used in connection with the operation or occupancy thereof (the "Building")

1.04 Improvements Owned by Lessee. The following described improvements ("Lessee's Improvements") are situated on and are a part of the Leased Premises and are and shall remain throughout the term of this Lease the property of the Lessee: None at the commencement of this Lease.

1.05 Lease Term. This Lease shall be and continue in full force and effect for a term of forty years (40) years (the "Lease Term") commencing as of June 1, 2011, and expiring May 31, 2051, unless earlier terminated as provided in this Lease.

1.06 Lessor's Right of Access for Environmental Purposes. In addition to any right of access described elsewhere in this Lease, Lessee hereby agrees to provide Lessor, and its authorized representatives and agents, access to the Leased Premises at all reasonable times for the purposes of assessing, sampling, or otherwise determining the current environmental condition of the Leased Premises and, if deemed necessary or prudent by Lessor in its sole discretion, conducting or implementing any interim or final cleanup measures or other action protective of human health and the environment, whether or not such action is required by a regulatory agency with jurisdiction in the matter.

The provisions of paragraph 4.06.E of this Lease shall apply to determine the respective obligations of Lessor and Lessee for any environmental condition addressed under the foregoing right of access. If the activities undertaken by Lessor unreasonably interfere with or limit Lessee's use of the Leased Premises, Lessee shall have the rights provided under paragraphs 6.01.C and D as if a "taking" had occurred under Article 6. In no event, however, shall Lessee be entitled to compensation of any nature, including but not limited to business interruption damages, for such "taking".

ARTICLE 2

RENTS

2.01 Basic Rents. Lessee shall pay the following rents (herein called "Basic Rents") to Lessor in legal tender of the United States of America, without deduction and without notice or demand, net of all real property taxes, assessments, and other charges required to be paid by Lessee under this Lease with respect to the Leased Premises, and in equal monthly installments in advance on or before the first day of each calendar month during the Lease Term, with partial periods prorated on a daily basis. The Basic Rents shall be as follows:

Period	Basic Rent Per Month
June 1, 2011 through October 31, 2011	
November 1, 2011 through May 31, 2016	
June 1, 2016 through May 31, 2021	
June 1, 2021 through May 31, 2026	
June 1, 2026 through May 31, 2031	
June 1, 2031 through May 31, 2036	
June 1, 2036 through May 31, 2041	
June 1, 2041 through May 31, 2046	
June 1, 2046 through May 31, 2051	

2.02 Absolutely Net Rent. When a Basic Rent becomes effective under this Lease, such rent shall not thereafter be reduced for any reason, except in the event of condemnation. It is the purpose and intent of Lessor and Lessee that the Basic Rents established under this Lease shall be absolutely net to Lessor so that this Lease shall yield, net to Lessor, the rent specified herein during the term of this Lease, and that all costs, expenses and obligations of every kind and nature whatsoever relating to the Leased Premises, which may arise or become due during the Lease Term, except as otherwise expressly provided in this Lease, and except costs, expenses, and obligations (other than those to be borne by Lessee as herein provided) incurred by Lessor in connection with the sale or mortgaging of the Leased Premises, shall be paid by Lessee, and that Lessor shall be indemnified and held harmless by Lessee from and against the same.

2.03 Interest on Unpaid Rent or Other Payments. Any payment of Basic Rent or any other payment due from Lessee to Lessor hereunder not received when due shall bear interest at ten and one-half percent (10.5%) per annum beginning on said due date.

ARTICLE 3

QUIET ENJOYMENT

Upon timely payment by Lessee of all of such rents and other payments required to be paid by Lessee under this Lease, and upon full and faithful observance and performance by Lessee of all of its covenants contained in this Lease, and so long as such observance and performance continues, Lessee shall peaceably hold and enjoy the Leased Premises during the Lease Term without hindrance or interruption by Lessor or anyone lawfully claiming by, through, or under Lessor.

ARTICLE 4

LESSEE'S COVENANTS

4.01 Use of Leased Premises. Lessee specifically agrees that for the Term of this Lease, it shall use the Leased Premises for no other purpose other than a restaurant with beer and wine license. Any change in use including Lessee's request for a liquor license will require prior written approval of Lessor. In determining whether to approve a liquor license request, Lessor may take into consideration comments from the applicable community council and the Anchorage Assembly. Lessee acknowledges that the Lessor may properly take into consideration such comments and Lessor's desire to maintain positive community relationships in Lessor's decision to grant or withhold such approval. Any change in use shall be subject to and shall comply with all other provisions of this Lease, including but not limited to Lessee's obligation under paragraph 4.06 to comply with all laws, ordinances, rules, regulations and administrative agency or court orders pertaining to environmental and other matters.

4.02 Taxes, Assessments and Charges.

A. Lessee shall pay, not less than ten (10) days before they become delinquent, all real property taxes, assessments, special assessments or other charges of every description for which

the Leased Premises, or any improvement thereon or any use thereof, are now or during the Lease Term may be assessed or become liable, whether made by governmental authority or by any public utility or community service company, and whether assessed to or payable by Lessor or Lessee, subject to Lessee's option to pay in installments hereinafter provided. Such taxes and assessments include, but are not limited to, any increased real property tax resulting from any classification of the Leased Premises during the Lease Term to a higher use (other than a classification occurring at the initiative of Lessor or its agents), for which classification Lessee shall be deemed to be the petitioner and upon request by Lessor shall so notify the appropriate governmental authorities. Payments of real property taxes and assessments due during the first and last years of the Lease Term shall be prorated as of the dates the Lease Term begins and ends. Upon request by Lessor, Lessee shall promptly deposit with Lessor true and complete copies of receipts for such real property taxes and assessments evidencing their timely payment.

B. If at any time during the Lease Term any new or additional taxes (other than federal or state net income taxes or any other taxes existing on the effective date hereof) are assessed against the Leased Premises, or any improvement thereon, or any rents payable to Lessor under this Lease, or against Lessor with respect thereto, Lessee shall pay to the taxing authority or Lessor, not less than ten (10) days before they become delinquent and as additional rents, all of such new taxes.

C. Nothing contained in this Lease shall prevent Lessee from contesting in good faith the validity or the amount of such real property taxes or assessments by appropriate proceedings commenced before such real property taxes or assessments become delinquent; provided, however, that (1) Lessee shall not commence such proceedings without first giving written notice to Lessor of Lessee's intention to do so not less than ten (10) days before such real property taxes or assessments become delinquent; (2) concurrently with such written notice, Lessee shall provide and continue to provide Lessor with security approved by Lessor as to quality and quantity to assure full payment of all of such real property taxes or assessments and all interest and penalties which may accrue or be assessed thereon or with respect to such taxes; and (3) Lessor, as long as Lessee so provides Lessor with such security, shall not be entitled to pay such real property taxes or assessments for the account and at the expense of Lessee. Lessee shall not be deemed in default under this Lease because of its failure to pay any property taxes or assessments subject to a pending appeal of such taxes or assessments.

D. If there is an option given to pay assessments or special assessments in installments, Lessee may elect to pay for such installments as shall accrue during the term of this Lease and during any extended term. As to permitted installment payments for which at least the first installment fell due before commencement of the Lease Term, Lessee shall pay all installments falling due during the Lease Term.

E. Subject to the exception set out in subparagraph 4.02.C above, Lessor may elect, in its sole discretion and after giving written notice to Lessee, pay any delinquent tax, assessment or charge for which Lessee is liable under this paragraph 4.02 for the account and at the expense of Lessee, and may further elect, upon such payment: (1) to terminate this Lease under Article 9, after giving thirty (30) days' written notice and allowing an opportunity for cure as provided therein, and bring an appropriate action against Lessee for recovery of the sum paid; (2) to continue this Lease in force and charge the Lessee with the payment as additional rent; or (3) to continue this Lease in force

and bring an appropriate action against Lessee for recovery of the sum paid. The above-enumerated elections are not in derogation of, and do not limit, any other rights or remedies Lessor may have under this Lease or applicable law. Nothing in this subparagraph 4.02.E requires Lessor to pay any delinquent tax, assessment, or charge for which Lessee is liable.

4.03 Improvements Required by Law. Lessee, at Lessee's own expense, during the Lease Term and subject to the requirements of paragraph 4.04 of this Lease, shall make, build, maintain and repair all fences, sewers, drains, roads, road widening, driveways, sidewalks, water, underground electric and telephone lines, curbs, gutters and other installations which may be required by law to be made, built, maintained, or repaired upon, or adjoining and in connection with, or for use of the Leased Premises or any part of it, and regardless of whether the same were erected by Lessor or in existence at the inception of this Lease. In case any such installations required by law shall be made, built, maintained or repaired by Lessor, Lessee shall reimburse Lessor for the reasonable cost thereof plus fifteen percent (15%) to cover Lessor's overhead, upon presentation of a bill therefor, as additional rent.

4.04 Construction or Removal of Improvements, Additions and Alterations. Lessee shall not make any alteration, addition or improvement to the Leased Premises (including but not limited to the Building) without first obtaining the prior written approval of Lessor with respect to such work and to the preliminary plans for such work, if any, and to the final plans and specifications for such work. The preliminary plans and the final plans and specifications shall be prepared by a licensed architect or engineer and shall include, but not be limited to, a detailed plot plan, a landscaping plan, appropriate cross sections, elevations, and floor plans indicating building heights, bulk, density, functions, materials, and utility systems, an itemized estimate of the total cost of such work, and a timetable for completion. No approval by Lessor or by its architects or engineers of such preliminary plans or final plans and specifications shall be deemed a warranty or other representation by any of them that the improvements, additions, alterations, or other work contemplated thereby are legal, safe, or sound or constitute the highest and best use of the Leased Premises. All of such work by Lessee on the Leased Premises shall be supervised by a licensed architect or engineer. Lessee hereby acknowledges that, except as provided in paragraph 4.03 with respect to improvements required by law and paragraph 11.02 with respect to removal of improvements upon expiration of the Lease Term or earlier termination of this Lease, Lessor has not authorized or required and does not authorize or require Lessee to improve the Leased Premises in any manner that permits Lessor's interest in and title to the Leased Premises to become subject to the liens of Lessee's mechanics and materialmen. Any and all alterations, additions or improvements made pursuant to this paragraph are subject to and shall comply with paragraph 4.06 of this Lease.

4.05 Utilities; Repair and Maintenance.

A. Utilities. Lessee hereby covenants and agrees to pay all charges for utilities, including but not limited to gas and electricity, used during Lessee's occupancy of the Leased Premises. Upon termination or abandonment of this Lease by Lessee, Lessee shall provide Lessor with notice of the termination date for each utility service, and shall cooperate with Lessor to ensure an orderly transition of utility service to prevent damage to the Leased Premises.

B. Repair and Maintenance not Involving Lessee Negligence. The Building on the Leased Premises has been inspected and is accepted by Lessee in its present, "as is" condition. Lessee will at all times keep the Building and remainder of the Leased Premises neat, clean and in a sanitary condition. Lessee will replace any glass in windows and doors that may become cracked or broken. Except for reasonable wear and tear and damage by fire or unavoidable casualty, Lessee will at all times preserve the Building and Leased Premises in as good repair as they now are or may hereafter be put to. All repairs shall be at Lessee's sole cost and expense, including repairs to equipment, trade fixtures, outside walls, roof and foundation. Lessee shall obtain prior written approval of Lessor with respect to such repair and to the preliminary plans for such work, if any, and to the final plans and specifications for such work.

C. Damage due to Lessee's Negligence. Notwithstanding any other provisions of this Lease, if the Leased Premises is damaged or destroyed in whole or in part due to Lessee's negligence, Lessee shall, upon receipt of written notice from Lessor, promptly repair or restore the Leased Premises to their present condition. Such repair or restoration shall be at Lessee's expense, and Lessee shall remain liable for any rent accruing during the period of such work. If the damage is substantial, Lessor may, at its sole discretion, require Lessee to demolish and remove the damaged improvement instead of repairing or restoring, and leave the Leased Premises in a cleared condition. Upon completion of the demolition and clearing, this Lease shall terminate.

4.06 Observance of Laws; Environmental Provisions.

A. General Compliance. Lessee, at all times during the Lease Term, at its own expense, and with all due diligence, shall observe and comply with all laws, ordinances, rules, regulations and administrative agency or court orders which are now in effect or may later be adopted by any governmental authority, including the Alaska Railroad Corporation, and which may be applicable to the Leased Premises or any improvement on it or any use of it.

B. Environmental Laws. In furtherance and not in limitation of the foregoing paragraph, Lessee must, at its own expense, comply with all laws, ordinances, regulations and administrative agency or court orders relating to health, safety, noise, environmental protection, waste disposal, hazardous or toxic materials, water quality or air quality. In the event any discharge, leakage, spillage, emission, contamination or pollution of any type occurs upon or from the Leased Premises during the Lease Term or any holdover thereafter, Lessee shall immediately notify Lessor and shall, at Lessee's own expense, clean and restore the Leased Premises to the satisfaction of Lessor and any governmental body or court having jurisdiction of the matter.

C. Hazardous Materials on Leased Premises. Lessee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Leased Premises by Lessee, its agents, employees, contractors or invitees without the prior written consent of Lessor, which Lessor shall not unreasonably withhold as long as Lessee demonstrates to Lessor's reasonable satisfaction that such Hazardous Material is necessary for or useful to Lessee's business and will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Materials so brought upon or used or kept in or about the Leased Premises.

D. Disclosure. At the beginning of this Lease and on January 1 of each year thereafter and including January 1 of the year after termination of this Lease, Lessee shall disclose to Lessor the names and amounts of all Hazardous Materials or any combination thereof which were stored, used or disposed of on the Leased Premises, or which Lessee intends to store, use or dispose of on the Leased Premises.

E. Environmental Indemnities. Lessee agrees to indemnify, hold harmless and defend Lessor against all liability, cost and expense (including, without limitation, any fines, penalties, diminution in value of the Leased Premises, assessment and clean-up costs, judgments, litigation costs and attorneys' fees) incurred by or levied against Lessor as a result of Lessee's breach of this paragraph 4.06 or as a result of any discharge, leakage, spillage, emission, contamination or pollution on or discharged from the Leased Premises during the Lease Term or during Lessee's occupancy; provided, however, that Lessee shall not be required to indemnify Lessor under this subparagraph if the parties agree or a court of competent jurisdiction determines that such liability, cost or expense is caused directly and solely by the active negligence of Lessor. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

F. "Hazardous Material". For purposes of this Lease, the term "Hazardous Material" means any hazardous or toxic substances, material or waste, including but not limited to those substances, materials and wastes listed in the U.S. Department of Transportation Hazardous Materials Table (49 CFR § 172.101) or by the U.S. Environmental Protection Agency as hazardous substances (40 CFR Part 302) or as hazardous wastes (40 CFR Part 261.3), or that qualify as hazardous substances pursuant to Alaska Statutes 46.09.900(4), and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law.

G. Environmental Testing. Lessee agrees that it shall be solely responsible for all costs and expenses associated with the performance of reasonable environmental testing of the Leased Premises, which may be required at Lessor's reasonable discretion, upon the expiration or other termination of this Lease. Such environmental testing, conducted by a recognized engineering or environmental consulting firm acceptable to Lessor at Lessor's sole discretion, shall be the basis for determining the extent of any environmental impairment caused by the Lessee's use and occupancy of the Leased Premises.

H. Responsibility for Costs. In the event Lessor shall make any expenditures or incur any obligations for the payment of money in connection with this paragraph 4.06 including, but not limited to, attorneys' fees for instituting, prosecuting or defending any action or proceeding, such sums paid, obligations incurred and costs, all with interest at the rate of ten and one-half percent (10½%) per annum, shall be deemed to be additional rent due hereunder and shall be paid by Lessee to Lessor within ten (10) days of the rendering of a bill or statement to Lessee therefor.

4.07 Inspection and Repair by Lessor. Lessee shall repair, maintain and make good all conditions required under the provisions of this Lease to be repaired or maintained within (i) three (3) days from the date of written notice from Lessor with regard to removal of trash or debris, landscape or yard maintenance, pavement or sidewalk sweeping, snow removal, cleaning, or parking lot lighting replacement and repair, and (ii) thirty (30) days from the date of written notice from

Lessor with regard to all other matters. Notwithstanding the foregoing, where ARRC notifies Lessee of any condition that in the reasonable opinion of ARRC substantially endangers either the person or property of ARRC or a third party, or human health or the environment, Lessee shall commence immediately any repairs or maintenance necessary to eliminate said substantial endangerment and shall continue its efforts to cure the associated condition within a reasonable time period thereafter. The initial notice to Lessee by Lessor of a condition posing substantial endangerment under the preceding sentence may be verbal, but Lessor shall provide written notice of same to Lessee as soon as reasonably possible. If Lessee refuses or neglects to repair or maintain the Leased Premises as required under the terms of this Lease to the reasonable satisfaction of Lessor after written demand, then Lessor, without prejudice to any other right or remedy it has under this Lease or otherwise, may perform such maintenance work or make such repairs without liability to Lessee for any loss or damage that may accrue to Lessee's merchandise or other property or Lessee's business by reason thereof. Upon completion of any such repair or maintenance, and no later than ten (10) days after presentation of a bill therefor, Lessee shall pay as additional rent Lessor's costs for making such repairs or performing such maintenance plus fifteen percent (15%) to cover Lessor's overhead.

4.08 Waste and Wrongful Use. Lessee shall not commit or suffer any strip or waste of the Leased Premises or any unlawful, unsafe, improper, or offensive use thereof or any public or private nuisance thereon.

4.09 Setback. Lessee shall observe all setback lines applicable to the Leased Premises and shall not construct or maintain any building or other structure whatever between any street boundary of the Leased Premises and any setback along such boundary, except for fences or walls approved by Lessor.

4.10 Liens. Lessee shall not commit or suffer any act or neglect whereby the Leased Premises or the interest of Lessor or Lessee therein at any time during the Lease Term may become subject to any attachment, execution, lien, charge, or other encumbrance, other than a statutory lien for nondelinquent real property taxes or assessments or a mortgage approved by Lessor, and shall indemnify and hold Lessor harmless against all losses, costs, and expenses, including reasonable attorneys' fees, paid or incurred by Lessor in connection therewith. Lessee shall not incur any cost or expense with respect to the Leased Premises which, if not timely paid, may subject the Leased Premises or the interest of Lessor or Lessee therein to any lien or other encumbrance.

4.11 Indemnification.

A. Lessee shall indemnify and hold Lessor harmless from and against any and all claims arising from (1) Lessee's use of the Leased Premises, or from the conduct of Lessee's business, or from any activity, work or things done, permitted or suffered by Lessee on or about the Leased Premises or elsewhere; (2) any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease; (3) any negligence of Lessee, or any of Lessee's agents, contractors, customers, employees, or any person claiming by, through or under Lessee; and (4) any accident on or in connection with the Leased Premises, or any fire thereon, or any nuisance made or suffered thereon. Lessee shall further indemnify and hold Lessor harmless from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any proceeding brought against Lessor by reason of any such claim. Lessee, upon notice from Lessor,

shall defend any of the above-described claims at Lessee's expense by counsel satisfactory to Lessor. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Leased Premises, arising from any cause and Lessee hereby waives all claims in respect thereof against Lessor. The provisions of this subparagraph 4.11.A shall not apply if the parties agree or a court of competent jurisdiction determines that such claims or liabilities are caused directly and solely by the active negligence of Lessor.

B. Lessee acknowledges that, before entering this Lease, it has fully inspected or been provided with an opportunity to fully inspect the Leased Premises and all documents in the possession of Lessor relating to the condition of the Leased Premises, and to test or examine all conditions of or on the Leased Premises. Lessee further acknowledges that, at the time this Lease is entered into and on the basis of the foregoing inspection or opportunity to inspect, Lessee is as knowledgeable about the physical condition of the Leased Premises as Lessor and, on that basis, assumes all risks relating to the condition of the Leased Premises, including but not limited to latent defects that may be unknown both to Lessee and Lessor at the time this Lease is entered into. Lessor represents and warrants that it has provided Lessee with an opportunity to inspect all documentation maintained by Lessor in its records concerning the condition of the Leased Premises.

4.12 Costs and Expenses of Lessor. Lessee shall forthwith pay to Lessor all costs and expenses, including reasonable attorneys' fees, which are (1) paid or incurred by Lessor but are required to be paid by Lessee under any provision of this Lease; (2) paid or incurred by Lessor in enforcing any covenant of Lessee contained in this Lease, in protecting itself against or remedying any breach thereof, in recovering possession of the Leased Premises or any part thereof, or in collecting or causing to be paid any delinquent rents, real property taxes, assessments, or rates; (3) incurred by Lessor in reviewing any matter for which Lessor's approval is sought and in processing such approval; or (4) incurred by Lessor in connection with any action in any respect related to this Lease, the Leased Premises, or Lessee's actions or omissions on the Leased Premises, other than a condemnation action filed by or against Lessee, to and in which Lessor is made a party but not adjudicated to be at fault. The term "costs and expenses" as used in this Lease shall include but not be limited to all of Lessor's out-of-pocket expenditures attributable to the matter involved. Except as otherwise expressly provided herein, all costs and expenses of Lessor shall be payable by Lessee to Lessor forthwith after mailing or personal delivery of statements therefor to Lessee and shall bear interest from the date which is ten (10) days after the date of such mailing or personal delivery at the rate of ten and one-half percent (10 ½%) per annum. Such obligations and interest shall constitute additional rents.

4.13 Holdover. If Lessee remains in possession of the Leased Premises after expiration of the Lease Term without the execution of a new lease or of an extension of this Lease, and in such a manner as to create a valid holdover tenancy, and if no notice of termination has been delivered by Lessor to Lessee, Lessee shall be deemed to occupy the Leased Premises only as a tenant at will from month-to-month, upon and subject to all of the provisions of this Lease which may be applicable to a month-to-month tenancy, including but not limited to the provisions of Article 2 and of paragraph 11.02 of this Lease, excepting only that the rent payable during the holdover tenancy shall be one hundred fifty percent (150%) of the rental rate in effect immediately prior to expiration of the Lease Term.

4.14 Permits from Corps of Engineers and Others.

A. Lessee shall obtain all necessary permits from the Corps of Engineers and any other governmental entity with authority over the occupancy or construction of improvements on or adjacent to navigable waters and tidelands or wetlands. Lessee shall give Lessor notice of its proposed application for any such permit thirty (30) days before submission of the application to the governmental entity and obtain Lessor's approval of the proposed work as provided in paragraph 4.04 of this Lease. If Lessor fails to respond to the notice of proposed application given by Lessee within the thirty (30) day period, it shall be deemed to have approved the proposed work.

B. Any application to the State of Alaska or other governmental entity for water rights appurtenant to the Leased Premises shall be made by Lessee on behalf and in the name of Lessor. Lessee shall give Lessor notice of its proposed application for such water rights thirty (30) days before submission of the application and obtain Lessor's approval. Lessee shall bear the costs associated with such application and shall have the rights accruing from such application, if granted, for the entire Lease Term, without payment of additional compensation to Lessor.

4.15 Rent Abatement upon Damage or Destruction. In the event the Leased Premises (including any building, improvement, personal property or fixtures) are damaged to such an extent as to render the premises wholly or substantially untenable or unusable, or if they are destroyed, this Lease shall terminate and Lessee shall be obligated to pay rent, pro rata, only to the date of such termination. In the event the Leased Premises are damaged to a lesser extent and remain substantially tenable for Lessee's uses, Lessor may elect to terminate this Lease. If Lessor elects to continue Lessee's tenancy, until such time as the Leased Premises are repaired or rebuilt, the rent shall be abated in the same ratio that the portion of the premises rendered for the time unfit for occupancy bears to the whole of the Leased Premises. The provisions of paragraph 4.05 govern the responsibility for repairs or restoration.

ARTICLE 5

INSURANCE

5.01 Workers' Compensation. Lessee shall ensure that, with respect to all personnel performing work on the Leased Premises, Lessee maintains in effect at all times during the term of this Lease, coverage or insurance in accordance with the applicable laws relating to workers' compensation and employer's liability insurance, regardless of whether such coverage or insurance is mandatory or merely elective under the law.

5.02 Liability Insurance. During the entire Lease Term, and during any holdover thereafter, whether or not authorized by Lessor, Lessee shall keep in full force and effect a policy or policies of general liability insurance which includes bodily injury, property damage, and personal injury acceptable to Lessor with respect to the Leased Premises and the business operated by Lessee in which the limits for each shall be not less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) aggregate or such higher limits as Lessor may specify from time to time consistent with prudent business practice then prevailing in the State of Alaska; provided, however, that no such limit shall in any way limit Lessee's liability or be construed as a

representation of sufficiency to fully protect Lessee or Lessor. The policy or policies purchased pursuant to this paragraph shall name Lessor as an additional insured, with respect to the Leased Premises and the business operated by Lessee on the Leased Premises.

5.03 Property Insurance. During the Lease Term and any holdover thereafter, whether or not authorized by Lessor, Lessee shall keep all of Lessor's Improvements now or hereafter erected or placed on the Leased Premises insured against loss or damage on an all risk basis in an amount equal to the full replacement cost of all such improvements and shall pay all premiums thereon at the time and place the same are payable. Such policy proceeds shall be made payable in case of loss or damage to the Lessor. Lessee understands that it is responsible for insuring its own property against such risks.

5.04 Policy Provisions. Each policy of comprehensive general liability or property insurance described in paragraphs 5.02 and 5.03 of this Lease shall:

A. Provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim, any right of setoff, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for Lessor, Lessee, or any person claiming by, through, or under any of them;

B. Provide that such policy requires thirty (30) days notice to Lessor of any proposed cancellation, expiration, or change in material terms thereof and that such policy may not be canceled, whether or not requested by Lessee, unless the insurer first gives not less than thirty (30) days' prior written notice thereof to Lessor; and

C. Contain a waiver by the insurer of any right of subrogation to proceed against Lessor or against any person claiming by, through, or under Lessor.

5.05 Proof of Insurance. Lessee shall deliver to Lessor certificates of insurance on or before the effective date of this Lease or at such other date as agreed to in writing by Lessor. Additionally, Lessee shall deliver to Lessor photocopies of the policy or policies of insurance, certificates of insurance, or copies of endorsements as requested by the Lessor from time to time.

ARTICLE 6

EMINENT DOMAIN

6.01 Effect of Eminent Domain on Lease.

A. The terms "taking" and "to take" (in any of its forms) as used in this paragraph refer to any competent authority's acquisition by the power of eminent domain, including inverse condemnation, of all or any part of the Leased Premises or an interest therein, at any time during the Lease Term. The transfer of title effecting the taking may be either a transfer resulting from the recording of a final order in condemnation or a voluntary transfer or conveyance to the condemning agency or entity under threat of condemnation in avoidance of an exercise of eminent domain, made

before or while condemnation proceedings are pending. The time of taking shall be determined by application of the law of the State of Alaska.

B. In the event of a taking of all or materially all of the Leased Premises, this Lease shall terminate on the earlier of vesting of title in, or the taking of possession by, the condemnor.

C. Subject to the exception set out in subparagraph 6.01.D below, if less than materially all of the Leased Premises are taken (herein called a "partial taking"), this Lease shall continue in effect except as to the portion so taken or condemned, but the rent to be paid by Lessee shall thereafter be reduced to the fair market rental value of the remainder of the Leased Premises, as agreed by the parties or, if they cannot so agree, as determined by an appraisal under Lessor's Standard Appraisal Guidelines. If no portion of the net usable area of the Leased Premises is taken, or if the portion thereof so taken is subterranean or aerial and does not interfere with the use of the surface, then Lessee shall not be entitled to any adjustment of rent hereunder.

D. If a partial taking renders the remaining Leased Premises unsuitable for the purposes for which Lessee entered into this Lease, then Lessee, upon thirty (30) days' written notice to Lessor and compliance with Article 11 of this Lease, may terminate this Lease after vesting of title in the condemnor or taking of possession by the condemnor. If Lessee does so, the rent and other charges under this Lease shall be apportioned as of the date of termination.

6.02 Disposition of Proceeds. In the event of either a total or partial taking, any and all awards for land, building, improvements and damages shall belong to the Lessor.

ARTICLE 7

ASSIGNMENTS, MORTGAGES, SUBLEASES AND SUBDIVISION

Lessee shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, subdivide or otherwise transfer or encumber all or any part of Lessee's interest in this Lease or in the Leased Premises without Lessor's prior written consent.

ARTICLE 8 [omitted]

ARTICLE 9

DEFAULT AND DEFEASANCE

9.01 Events of Default. Each of the following events shall be a default by Lessee and breach of this Lease:

A. Failure to Perform Lease Covenants. Lessee's abandonment or surrender of the Leased Premises or of the leasehold estate, or failure or refusal to pay when due any installment of rent or any other sum required by this Lease to be paid by Lessee, or to perform as required by any other covenant or condition of this Lease.

B. Appointment of Receiver. The appointment of a receiver or trustee to take possession of the Leased Premises or improvements or of the Lessee's interest in the leasehold estate or of Lessee's operations on the Leased Premises for any reason.

C. Insolvency, Bankruptcy. An assignment by Lessee for the benefit of creditors or the filing of a voluntary or involuntary petition by or against Lessee under any provision of the U.S. Bankruptcy Code.

9.02 Notice and Right to Cure.

A. Notices. As a precondition to pursuing any remedy for an alleged default by Lessee, Lessor shall, before pursuing any remedy, give notice of default to Lessee. Each notice of default shall state the alleged event of default and the intended remedy, but the identification of the intended remedy shall not limit Lessor's right to seek or use any other available remedy not identified in the notice.

B. Method of Giving Notice. Lessor shall give notice of default in accordance with subparagraph 9.02.A by personal delivery to each party required to receive it; or by (1) mailing by certified mail (return receipt requested) a copy of the notice to each party required to receive it at the last address provided by that party to Lessor and (2) mailing by first class mail a copy of the same notice to each such party at the same address. To be effective, personal delivery shall be documented by written acknowledgment of receipt by Lessee or by an affidavit of the personal delivery by Lessor's representative.

C. Lessee's Right to Cure Defaults.

1. If the alleged default is nonpayment of rent, taxes, or other sums to be paid by Lessee as provided in Articles 2 and 4 or elsewhere in this Lease directed to be paid as rent, Lessee shall have thirty (30) days after the notice is given to cure the default.

2. If, in the reasonable opinion of Lessor, the alleged default substantially endangers either the person or property of Lessor or a third party, or human health or the environment, Lessee shall commence curing the default immediately upon notice and complete the cure within such reasonable time period as is imposed by Lessor or any governmental body having jurisdiction in the matter.

3. For the cure of any other default, Lessee shall promptly and diligently after the notice commence curing the default and shall have sixty (60) days after notice is given to complete the cure.

9.03 Nonwaiver. Acceptance by Lessor or its agents of any rents, whether basic or additional, shall not be deemed to be a waiver by it of any breach by Lessee of any of its covenants contained in this Lease or of the right of Lessor to reenter the Leased Premises or to declare a forfeiture for any such breach. Waiver by Lessor of any breach by Lessee shall not operate to

extinguish the covenant the breach of which is so waived, nor be deemed to be a waiver of the right of Lessor to declare a forfeiture for any other breach thereof or of any other covenant.

9.04 Right of Lessor to Protect Against Default. If Lessee fails to observe or perform any of its covenants contained herein, Lessor, at any time thereafter and without notice, shall have the right but not the obligation to observe or perform such covenant for the account and at the expense of Lessee, and shall not be liable to Lessee or anyone claiming by, through, or under it for any loss or damage by reason thereof to the occupancy, business, or property of any of them. All costs and expenses paid or incurred by Lessor in observing or performing such covenant shall constitute additional rents, which Lessee shall forthwith pay to Lessor upon statements therefor.

9.05 Lessor's Remedies. If any default by Lessee shall continue uncured, following notice of default as required by this Lease, for the period applicable to the default under paragraph 9.02 of this Lease, Lessor has the following remedies in addition to all other rights and remedies provided by law or equity or other provisions of this Lease, to which Lessor may resort cumulatively or in the alternative. The election of one remedy for any one default shall not foreclose an election of any other remedy for another default or for the same default at a later time.

A. Termination. Lessor may, at Lessor's election, terminate this Lease by giving Lessee notice of termination in accordance with the procedures specified in paragraph 9.02 of this Lease. On the giving of the notice, all Lessee's rights in the Leased Premises and in all improvements thereon shall terminate, unless Lessor expressly and in writing requires Lessee to remove specified improvements (in which event Lessee's rights shall continue in the improvements required to be removed). Promptly after notice of termination, Lessee shall surrender and vacate the Leased Premises and all improvements not required to be removed in a broom-clean condition, and Lessor may reenter and take possession of the Leased Premises and all remaining improvements and eject all parties in possession, or eject some and not others, or eject none. Termination under this paragraph shall not relieve Lessee, or any of its guarantors, insurers, or sureties, from the payment of any sum then due to Lessor or from any claim for damages previously accrued or then accruing against Lessee.

B. Re-entry Without Termination. Lessor may, at Lessor's election, reenter the Leased Premises, and, without terminating this Lease, at any time and from time to time relet the Leased Premises and improvements, or any part or parts of them, for the account and in the name of Lessee or otherwise. Lessor may, at Lessor's election, eject all persons or eject some and not others or eject none. Any reletting may be for the remainder of the Lease Term or for a longer or shorter term. Lessor may execute any leases made under this provision either in Lessor's name or in Lessee's name, and shall be entitled to all rents from the use, operation, or occupancy of the Leased Premises or improvements or both. Lessor shall apply all rents from reletting as provided in paragraph 9.06 of this Lease. Lessee shall nevertheless pay to Lessor on the due dates specified in this Lease, the equivalent of all sums required of Lessee under this Lease, plus Lessor's expenses, less the proceeds of any reletting. No act by or on behalf of Lessor under this provision shall constitute a termination of this Lease unless Lessor gives Lessee notice of termination.

C. Recovery of Rent. Lessor shall be entitled, at Lessor's election, to each installment of rent or to any combination of installments for any period before termination, plus

interest at the rate of ten and one-half percent (10 ½%) per annum from the due date of each installment. If Lessor elects to relet the Leased Premises without terminating this Lease, the proceeds of such reletting shall be applied, when received, as provided in paragraph 9.06 of this Lease.

D. Lessee's Personal Property. Lessor may, at Lessor's election, use Lessee's personal property and trade fixtures on the Leased Premises, or any of such property and fixtures, without compensation and without liability for use or damage, or store them for the account and at the cost of Lessee.

E. Damages. Lessor shall also be entitled, at Lessor's election, to damages in the following sums: (1) all amounts that would have fallen due as rent between the time of termination and the time the property is relet; provided that Lessor shall exert reasonable efforts to relet the property at prevailing market value; and (2) the amount, if any, by which the Basic Rents under this Lease exceed the rents under any subsequent lease upon reletting calculated over the Lease Term; and (3) all administrative, marketing, brokerage, repair, cleaning and similar costs incurred by Lessor and necessary or useful to reletting the Leased Premises or placing it in good and marketable condition.

9.06 Application of Sums Collected by Lessor. Lessor shall apply all proceeds of reletting as follows: first, to the payment of reasonable expenses (including attorneys' fees and brokers' commissions or both) paid or incurred by or on behalf of Lessor in recovering possession, placing the Leased Premises and improvements in good condition, and preparing or altering the Leased Premises or improvements for reletting; second, to the reasonable expense of securing new lessees; third, to the fulfillment of Lessee's covenants to the end of the Lease Term; and fourth, to Lessee's uses and purposes.

ARTICLE 10

GENERAL PROVISIONS

10.01 Lessor's Right to Entry, Inspection and Repair. Lessor or its authorized agents may enter and inspect the Leased Premises at any time during regular business hours, with or without the presence of Lessee or its authorized representative, after giving twenty-four (24) hours' advance notice to Lessee of such inspection. Such inspections may include, but not be limited to, conducting tests for environmental contamination. All inspections will be conducted in a manner that does not unreasonably interfere with the operation of Lessee's business. If contamination caused by Lessee is identified on the Leased Premises, Lessee shall be responsible for all resulting costs associated with cleanup as provided in paragraphs 4.06 and 4.11. In the event of an emergency, Lessor may enter and inspect the Leased Premises on reasonable notice (including no notice to Lessee if the circumstances warrant) and make such repairs or institute such measures, on the account and at the expense of Lessee, as may be necessary to avert or terminate the emergency. An emergency is any action, event, or condition, either extant or imminent, that threatens significant damage to property or the environment or injury to persons on or near the Leased Premises, and includes but is not limited to flood, fire, explosion, avalanche, earthquake, uncontrolled or dangerous discharge or release of water or other fluids or hazardous or toxic materials, unauthorized or illegal placement of hazardous

or toxic materials on the Leased Premises, and shifting, settling or loss of earth or support on the Leased Premises.

10.02 Notices. Any notice, other than notice of default under subparagraphs 9.02.A and 9.02.B of this Lease or notice of substantial endangerment under subparagraph 4.07, or demand to Lessor or Lessee provided for in this Lease may be given sufficiently for all purposes in writing, mailed by registered or certified mail, return receipt requested, and addressed to such party or its agent at its mailing address specified herein or at the last such address specified by such party in writing to the other, or may be delivered personally within the State of Alaska to such party or its agent. Except as otherwise expressly provided herein, such notice shall be conclusively deemed to have been given on the date of such mailing or personal delivery. If at any time during the Lease Term Lessee is more than one person or entity, any notice given by Lessor to any of them shall constitute notice to all of them, and any agreement or approval with or in favor of Lessor made or given by any of them shall bind all of them.

10.03 Covenants and Conditions. Every provision in this Lease which imposes an obligation upon Lessee or invests an option, power, or right in Lessor shall be deemed to be a covenant of Lessee in favor of Lessor, and the time of observance and performance by Lessee of each such covenant shall be of the essence. Full and faithful observance and performance by Lessee of each of its covenants contained in this Lease shall be a condition hereof.

10.04 Integration and Amendments. Except as otherwise expressly provided in this Lease, this Lease is a complete integration of every agreement and representation made by or on behalf of Lessor and Lessee with respect to the Leased Premises, and no implied covenant or prior oral or written agreement shall be held to vary the provisions of this Lease, any law or custom to the contrary notwithstanding. In the event of any conflict between this Lease and the Memorandum of Lease, the provisions of this Lease shall control. No amendment or other modification of the provisions of this Lease shall be effective unless incorporated in a written instrument duly executed and acknowledged by Lessor and Lessee.

10.05 Approvals of Lessor. Except as otherwise expressly provided in this Lease and except for amendments or modifications of this Lease, Lessor shall neither unreasonably, capriciously, nor arbitrarily withhold any approval required to be obtained by Lessee hereunder, nor require any consideration therefor as a condition thereof other than payment forthwith by Lessee to Lessor of all costs and expenses paid or incurred by Lessor in connection with the review of the matter for which such approval is sought and the processing of such approval.

10.06 Survival and Severability. The rights and obligations of Lessor and Lessee provided in paragraphs 4.06 and 4.11 through 4.15 of this Lease, except to the extent expressly varied or superseded by a subsequent instrument executed by Lessor and Lessee, shall survive the expiration or earlier termination of this Lease. If any provision of this Lease is held to be void or otherwise unenforceable by any court or other tribunal of competent jurisdiction, other than at the initiative or with the support of Lessor, within thirty (30) days after receipt of written notice of such holding Lessor shall have the right and option, exercisable by written notice thereof to Lessee, to terminate this Lease effective as of the date of such written notice of exercise. It is understood and agreed that

otherwise this Lease, except for such provision so held to be void or otherwise unenforceable, shall remain in full force and effect.

10.07 Binding Effect. This Lease shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and assigns. The designations "Lessor" and "Lessee" include their respective successors and assigns and shall be so construed that the use of the singular number includes the plural number, and vice versa, and the use of any gender includes the other genders. If at any time during the Lease Term Lessee is more than one person or entity, including persons who are partners and operate Lessee as a partnership, their liability hereunder shall be joint and several.

10.08 Lessor's Authority to Convey Fee Title. Lessor retains the absolute and unconditional right to convey fee title in the Leased Premises, or an interest or estate therein, subject to this Lease.

10.09 Powers of Lessor as Public Corporation. Nothing in this Lease restricts or limits the authority of Lessor, the Alaska Railroad Corporation, in the exercise of governmental authority delegated to it by the Alaska Railroad Corporation Act, AS 42.40, or by any other applicable law or regulation.

10.10 Captions. The captions of the articles and paragraphs hereof are for convenience only, are not an operative part hereof, and neither limit nor amplify in any way the provisions hereof.

ARTICLE 11

DUTIES UPON TERMINATION OR EXPIRATION

11.01 Surrender of Leased Premises. Upon expiration or early termination of this Lease, Lessee shall surrender to Lessor the possession of the Leased Premises. Lessee shall leave the surrendered Leased Premises and any improvements in a broom-clean condition, as noted in paragraph 11.02. If Lessee fails to surrender the Leased Premises at expiration or termination, Lessee shall defend and indemnify Lessor from all liability and expense resulting from the delay or failure to surrender, including but not limited to claims made by any succeeding tenant founded on or resulting from Lessee's failure to surrender. In the event of failure or refusal of Lessee to surrender possession of the Leased Premises, Lessor shall have the right to reenter the Leased Premises and remove therefrom Lessee or any person, firm or corporation claiming by, through or under Lessee and to obtain damages for trespass from Lessee.

11.02 Removal of Improvements Upon Termination.

A. Upon the expiration or termination of this Lease or any extension thereof, including termination resulting from Lessee's breach ("termination"), Lessee shall leave the Leased Premises in a broom-clean and leasable condition, which shall include removal of all improvements belonging to Lessee, personal property, trash, vehicles, and equipment, except as noted in subparagraphs 11.02.B, .C and .D below. Any excavation on the property, including excavation to remove Lessee's improvements, shall be filled and compacted with material approved by Lessor.

B. Lessor may, at its option, allow Lessee to leave some or all of Lessee's improvements on the Leased Premises upon termination. If Lessor so elects, such improvements shall become the property of Lessor upon termination.

C. Any improvements owned by Lessor and identified in paragraph 1.03, or added to the Leased Premises by Lessor after execution of this Lease, shall not be removed by Lessee.

11.03 Abandonment of Lessee's Property. All property that Lessee is not required or allowed to leave on the Leased Premises shall, on the tenth (10th) day following termination, be conclusively deemed abandoned. Abandoned property shall, at the election of Lessor, become the property of Lessor or be destroyed or removed by Lessor.

11.04 Liability for Cleanup Expenses. Lessee shall be liable for all costs and expenses incurred by Lessor to remove or destroy abandoned property and improvements not required or expressly allowed by Lessor in writing to be left on the Leased Premises, and for the removal of trash or other debris left thereon. In addition, nothing in this Lease shall relieve Lessee of any obligation or liability for removal of hazardous substances (including wastes) or inappropriate fill material placed on the Leased Premises during the term of the Lease, regardless of when such hazardous substance (including waste) or inappropriate fill material is discovered.

ARTICLE 12

EXECUTION AND MEMORANDUM OF LEASE

12.01 Execution and Counterparts. This Lease is executed in two or more counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

12.02 Recordation of Memorandum of Lease. This Lease shall not be recorded. The parties shall execute in suitable form for recordation a memorandum of this Lease ("Memorandum of Lease"), which shall be recorded. The Memorandum of Lease shall be the Lessor's standard form Memorandum of Lease or, with the agreement of Lessor, a Memorandum of Lease in a form proposed by a title insurance company insuring Lessee's leasehold interest sufficient to give constructive notice of this Lease to subsequent purchasers.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



ALASKA RAILROAD CORPORATION

May 20, 2011

MEMORANDUM

To: All Concerned
From: James Kubitz, Vice President of Real Estate & Facilities
Subject: Delegation of Authority

I will be out of the office Monday, May 23rd through Friday, May 27th, 2011.

During this period, I delegate my duties and responsibilities as outlined in the Approval Authority Guide to Karen Morrissey, Director of Real Estate.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed and acknowledged this Lease.

ALASKA RAILROAD CORPORATION

Dated: 5/26/2011

By: Christopher Aadnesen
Christopher Aadnesen
President & Chief Executive Officer

Dated: 5/26/2011

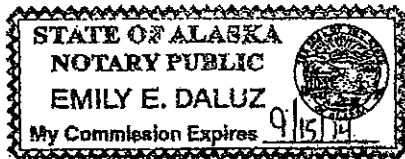
By: James W. Kubitz
for James W. Kubitz
Vice President, Real Estate

Dated: 6/17/11

BRIDGE SEAFOOD, INC.
By: [Signature]
Title: President

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

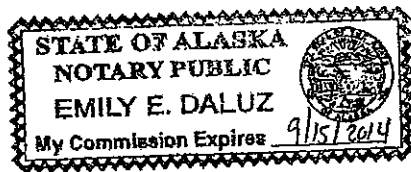
The foregoing instrument was acknowledged before me this 26th day of May, 2011, by Christopher Aadnesen, President & Chief Executive Officer of the Alaska Railroad Corporation, a public corporation created by Alaska Statute 42.40, on behalf of the corporation.



Emily E. Daluz
Notary Public in and for Alaska
My Commission expires: 9/15/14

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

Karen Morrissey Car
The foregoing instrument was acknowledged before me this 26th day of May, 2011, by James. W. Kubitz, Vice President, Real Estate and Facilities of the Alaska Railroad Corporation, a public corporation created by Alaska Statute 42.40, on behalf of the corporation.



Emily E. Daluz
Notary Public in and for Alaska
My Commission expires: 9/15/2014

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, the _____, of Bridge Seafood, Inc., an Alaska corporation, on behalf of the corporation.

Notary Public in and for Alaska
My Commission expires: _____

Bridge Seafood, Inc.
Contract No. 9580

SCHEDULE 1

LEGAL DESCRIPTION (Revised 5/6/11)

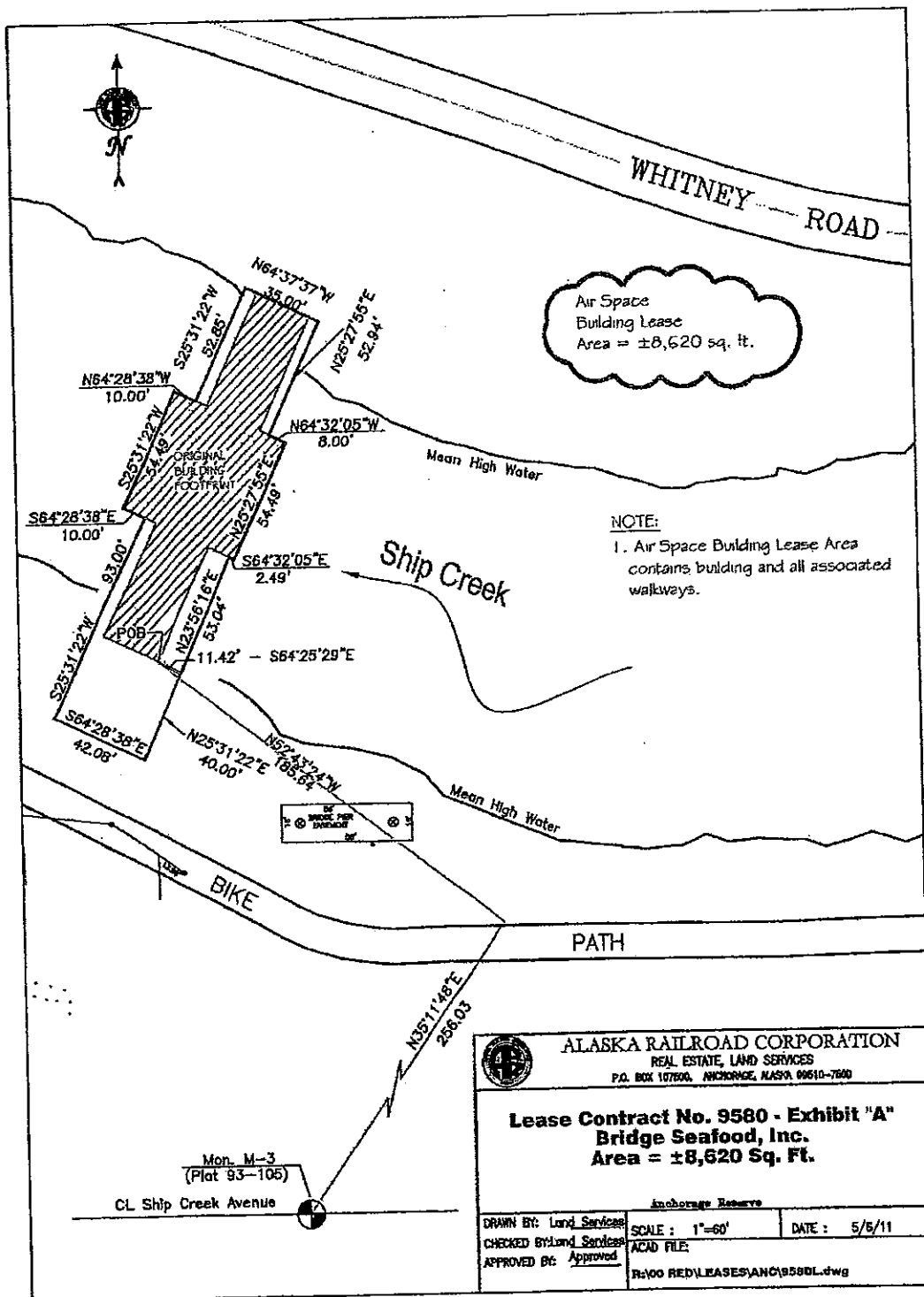
Airspace rights and certain other rights with respect to the following real property located within the Alaska Railroad Anchorage Reserve situated in the Anchorage Recording District, Third Judicial District, State of Alaska and described as follows:

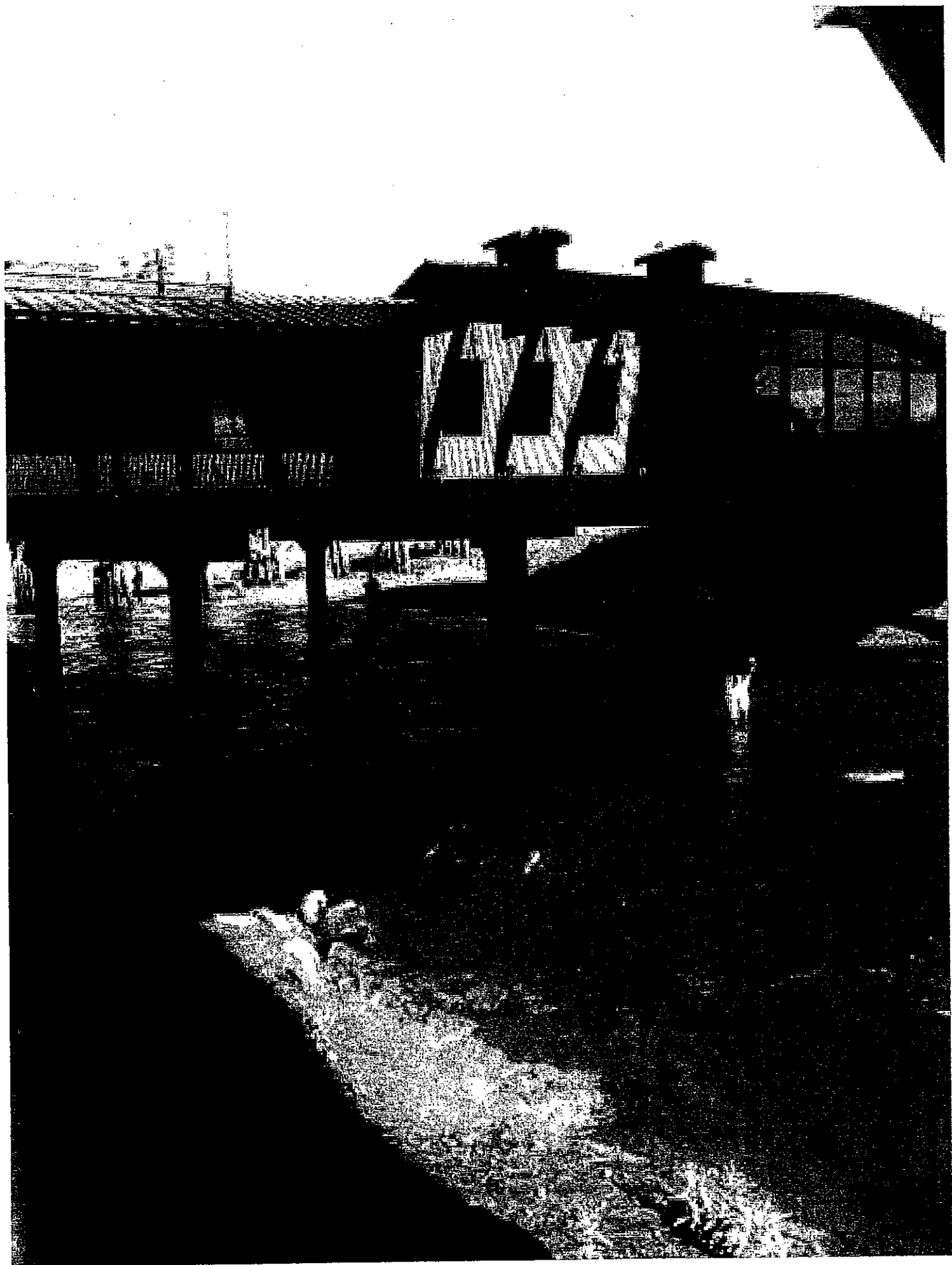
Beginning at Monument M-3 on the centerline of Ship Creek Avenue within Track A of the Ship Creek Crossing Subdivision, Recorded Plat Number 93-105, Anchorage Recording District, Third Judicial District, State of Alaska. Thence N 35° 11' 48" E, 256.03 feet; thence N 52° 43' 24" W, 185.64 feet to the southeast corner of the existing Ship Creek Covered Bridge and the **True Point of Beginning**. Thence S 64° 25' 29" E, 11.42 feet to the southeast corner of the access walkway; thence N 23° 56' 16" E, 53.04 feet along the easterly edge of the access walkway; thence S 64° 32' 05" E, 2.49 feet; thence N 25° 27' 55" E, 54.49 feet; thence N 64° 32' 05" W, 8.00 feet; thence N 25° 27' 55" E, 52.94 feet; thence N 64° 37' 37" W, 35.00 feet; thence S 25° 31' 22" W, 52.85 feet; thence N 64° 28' 38" W, 10.00 feet; thence S 25° 31' 22" W, 54.49 feet; thence S 64° 28' 38" E, 10.00 feet; thence S 25° 31' 22" W, 93.00 feet; thence S 64° 28' 38" E, 42.08 feet; thence N 25° 31' 22" E, 40.00 feet; thence N 64° 25' 29" W, 11.42 feet to the **True Point of Beginning** as shown on the drawing attached hereto and incorporated herein as Exhibit "A", containing **8,620 square feet**, more or less.

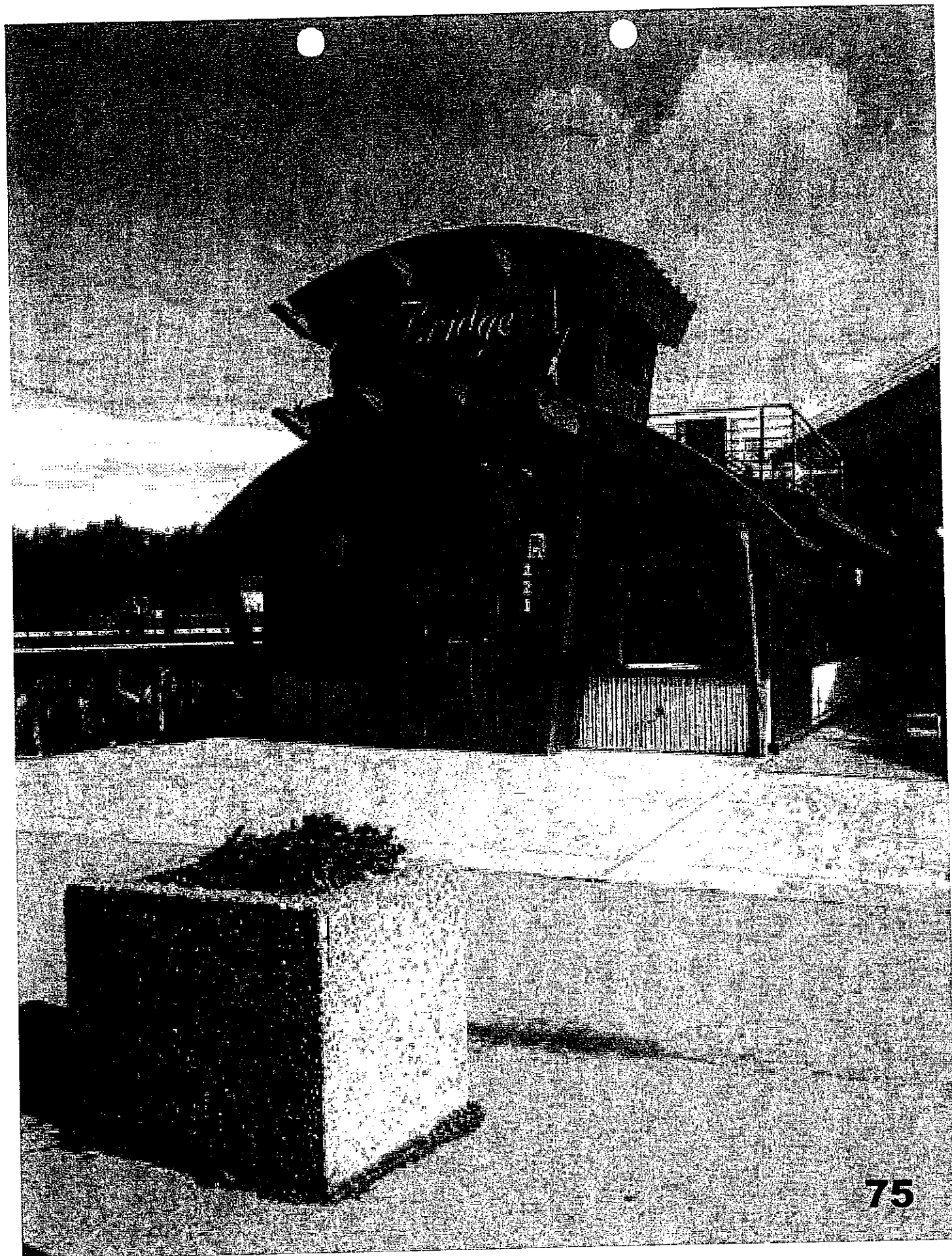
Subject, however, to the following: (a) rights of the public in streets and highways and greenbelts adjoining the Premises, if any; (b) zoning and building laws, ordinances, resolutions and regulations; (c) real estate taxes and assessments for public improvements which are not delinquent and not yet due and payable; (d) set back lines, easements, rights of way, encroachments, boundary line disputes and other matters which would be disclosed by an accurate survey and inspection of the Premises; (e) all easements, rights of way and covenants and restrictions of record; and (f) any reservations of oil, gas, or other minerals as exist of record.

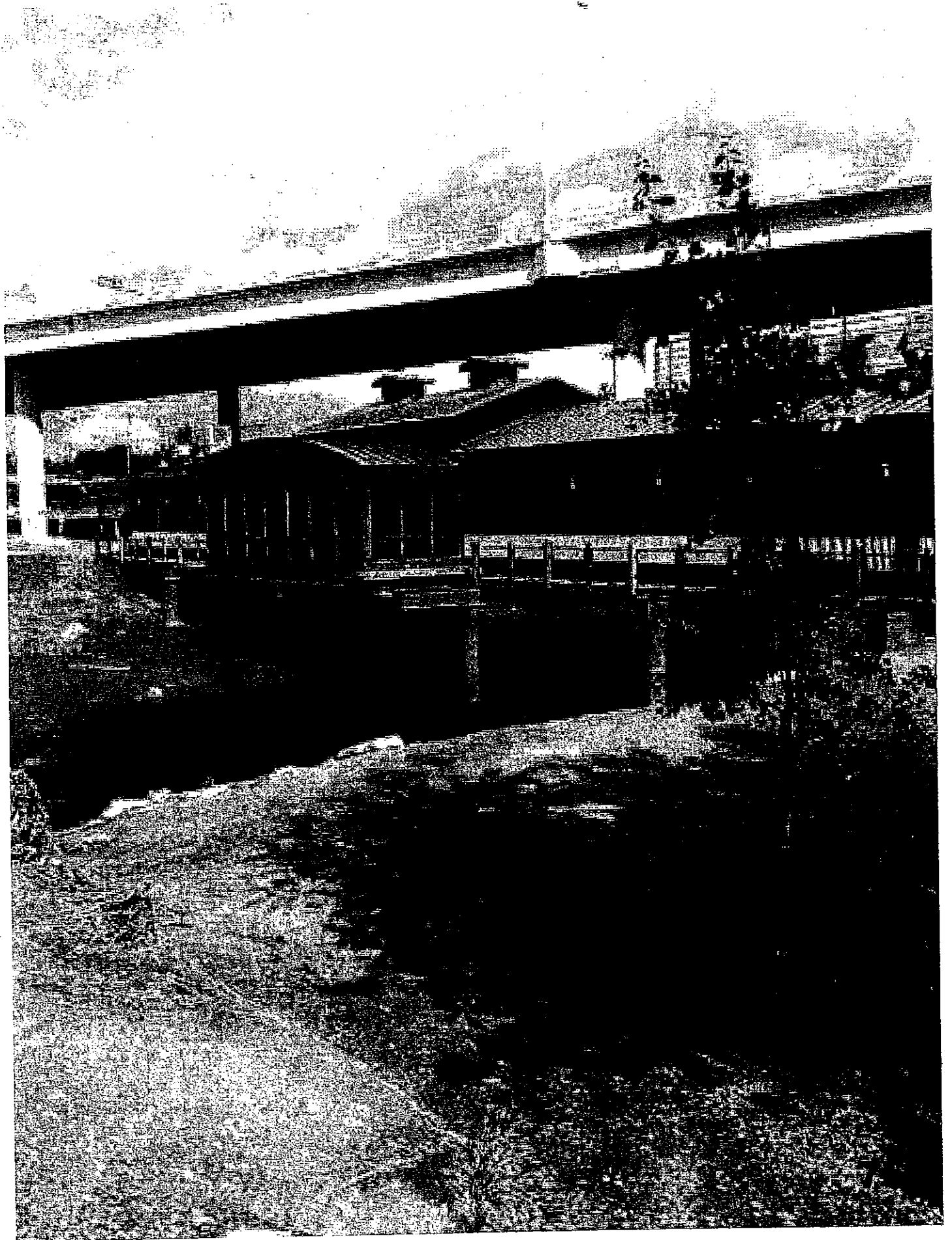
In the event of any inconsistency between the attached drawing and the foregoing legal description, the legal description shall govern for purposes of this Lease.

**EXHIBIT A
DRAWING**









Departmental Comments



MUNICIPALITY OF ANCHORAGE
Traffic Department



MEMORANDUM

RECEIVED

DATE: September 27, 2011

SEP 27 2011

TO: Angela Chambers, Acting Division Manager Zoning and Planning Division
MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

THRU: Stephanie Mormilo, PE, Municipal Traffic Engineer
Leland R Coop, Traffic Engineer Associate

FROM: Dwayne Ferguson, Assistant Traffic Engineer

SUBJECT: Traffic Engineering comments for the Municipal Assembly Public hearing to be held on Monday, October 25, 2011.

2011-109 A request for conceptual approval of a conditional use to permit a restaurant serving alcohol in the PC Planned Community district.

Traffic Engineering has the following comments:

- a) Delineate the proposed parking plan to include the building footprints, parking areas, vehicle and pedestrian circulation, lighting, landscaping and signage.
- b) Show the vehicular circulation system showing peripheral and interior roads and major access points.
- c) Show the pedestrian circulation system showing sidewalks, trails, paths and their relation to adjacent pedestrian circulation facilities.
- d) The expected occupant capacity is 160.

2011-112 A request for conceptual approval of a conditional use to permit an alcoholic dispensary use in the B-2B & B-2C district.

Traffic Engineering has no objections.

MUNICIPALITY OF ANCHORAGE



Planning & Development Services Dept.
Development Services Division

RECEIVED

Building Safety

SEP 27 2011

MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

MEMORANDUM

Comments to Miscellaneous Planning and Zoning Applications

DATE: September 27, 2011
TO: Angela Chambers, Manager, Zoning and Platting
FROM: Ron Wilde, P.E.
Building Safety
SUBJECT: Comments for Case 2011-109

No Comment

MUNICIPALITY OF ANCHORAGE



Community Development Department
Development Services Division

Private Development Section

Mayor Dan Sullivan

RECEIVED

SEP 23 2011

MUNICIPALITY OF ANCHORAGE
PLANNING DIVISION

MEMORANDUM

Comments to Anchorage Assembly Applications/Petitions

DATE: September 23, 2011
TO: Angela Chambers, Current Planning Section Supervisor
FROM: Matthew Hendrick, Plan Review Engineer
SUBJECT: Comments for Assembly Public Hearing date: October 25, 2011

Case No. 2011-109 – A request for concept/final approval of a conditional use to permit a restaurant serving alcohol in the PC Planned community district.

Private Development has no objection to the conditional use.

Case No. 2011-112 – A request for concept/final approval of a conditional use to permit an alcohol beverage dispensary use in the B-2B & B-2C.

Private Development has no objection to the conditional use.

Stewart, Gloria I.

From: Kimmel, Cortiss A.
Sent: Thursday, September 15, 2011 2:00 PM
To: Stewart, Gloria I.
Subject: FW:

RECEIVED

SEP 15 2011

MUNICIPALITY OF ANCHORAGE
ALASKA 99501-2000

From: Gray, James D.
Sent: Wednesday, September 14, 2011 3:06 PM
To: Pierce, Eileen A
Subject:

2011-109	Zoning	Bridge Seafood and Restaurant	9/14/2011	JG	No objection
2011-102	Zoning	Section 19	9/14/2011	JG	No objection
2011-110	Zoning	Alyeska Basin	9/14/2011	JG	No objection
2011-111	Zoning	Alyeska Basin	9/14/2011	JG	No objection

James D. Gray
Acting Fire Marshal
Anchorage Fire Department, Fire Prevention Division
267-4970
www.muni.org/prevention; grayjd@muni.org

Municipality Of Anchorage
ANCHORAGE WATER & WASTEWATER UTILITY

RECEIVED

MEMORANDUM

SEP 12 2011

MUNICIPALITY OF ANCHORAGE
PLANNING DIVISION

DATE: September 8, 2011

TO: Angela Chambers, Supervisor, Planning Section, Planning Division

FROM: Paul Hatcher, Engineering Tech III, AWWU *PH*

SUBJECT: **Zoning Case Comments**
Planning & Zoning Commission Hearing October 25, 2011
Agency Comments due September 27, 2011

AWWU has reviewed the materials and has the following comments.

11-109 ALASKA RAILROAD, A request concept/final approval of a conditional use to permit: a restaurant serving alcohol, Grid SW1131

1. AWWU water and sanitary sewer are available to this parcel.
2. AWWU has no objection to this conditional use.

11-112 ORIGINAL BLK 80 TR 1, A request concept/final approval of a conditional use to permit: an alcoholic beverage dispensary use, Grid SW1330

1. AWWU water and sanitary sewer are available to this parcel.
2. 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

Municipality of Anchorage
Treasury Division
Memorandum

RECEIVED

SEP 07 2011

MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

Date: September 6, 2011
To: Patty Long,, Planning Dept.
From: Daisy VanNortwick, Revenue Officer
Subject: Liquor License Conditional Use Comments

Request for Conditional use permit 2011-109 for Bridge Seafood Inc.
Located at 221 W Ship Creek Ave. We have researched this application, and find no back taxes
owed, thus no reason to protest this license.

Thanks
Daisy VanNortwick
343-6940

Posting Affidavit and Historical Information

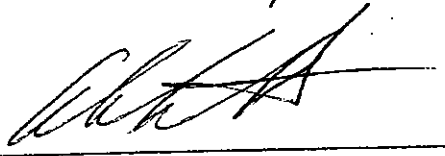


AFFIDAVIT OF POSTING

Case Number: 2011-109

I, Al Levinsohn, 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 Conditional Use. The notice was posted on 8/22/11 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 22 day of August, 2011.


Signature

LEGAL DESCRIPTION

Tract or Lot A
Block —
Subdivision Ship Creek Crossing

PLEASE SAVE FOR MEETING OF 4-19-05

Submitted by: Chair of the Assembly at
the Request of the Mayor
Prepared by: Planning Department
For reading April 19, 2005

Anchorage, Alaska
AR 2005-77

A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY APPROVING
AN ALCOHOLIC BEVERAGES CONDITIONAL USE IN THE PC DISTRICT FOR
A RESTAURANT/EATING PLACE USE PER AO 93-183 (S-1), SECTION
4.D.3 FOR THE BRIDGE SALMON BAKE AND GRILLE; LOCATED ON
ALASKA RAILROAD LEASE #8703, OLD NORTH C STREET BRIDGE;
SHIP CREEK CROSSING, TRACT A; SITE ADDRESS BEING 221 WEST SHIP
CREEK AVENUE; GENERALLY LOCATED NORTH OF SHIP CREEK AVENUE
AND EAST OF C STREET.

(The Bridge Salmon Bake and Grille Restaurant) (Case 2005-040)

THE ANCHORAGE ASSEMBLY RESOLVES:

Section 1. The conditional use permit for an Alcoholic Beverages Conditional Use in the PC District for a new Restaurant/Eating Place Use and license per AO 93-183 (S-1), Section 4.D.3 for The Bridge Salmon Bake and Grille; located on Alaska Railroad Lease #8703, Old North C Street Bridge, Ship Creek Crossing, Tract A, meets the applicable provisions of AMC 21.50.020 and AMC 21.50.160.

Section 2. The subject conditional use permit is subject to the following conditions of approval:

1. A Notice of Zoning Action shall be filed with the District Recorder's Office within 120 days of the Alcoholic Beverage Control Board's approval of the license.
2. All uses shall conform to the plans and narrative submitted.
3. This conditional use approval is for an Alcoholic Beverages Conditional Use in the PC District for a Restaurant/Eating License and Use per AO 93-183 (S-1), Section 4.D.3 for a 5,981 square-foot (SF) former covered bridge structure with associated pilings, deck and access, located on a lease parcel owned by the Alaska Railroad Corporation (ARRC), located at Tract A, Ship Creek Crossing Subdivision. The restaurant has 30 fixed seats and 130 non-fixed seats. Alcohol sales are estimated to be 10 percent of total gross receipts compared to 90

1 percent food sales. The restaurant may operate 365 days a year with hours of
2 operation as permitted by law.

3
4 4. Upon demand, the applicant shall demonstrate compliance with a "Liquor
5 Server Awareness Training Program," approved by the State of Alaska
6 Alcoholic Beverage Control Board, such as or similar to the program for
7 Techniques in Alcohol Management (T.A.M.).

8
9 5. The use of the property by any person for the permitted purposes shall comply
10 with all current and future Federal, State and local laws and regulations,
11 including but not limited to laws and regulations pertaining to the sale,
12 dispensing, service and consumption of alcoholic beverages and the storage,
13 preparation, sale, service and consumption of food. The owner of the property,
14 the licensee under the Alcoholic Beverage Control license and their officers,
15 agents and employees, shall not knowingly permit or negligently fail to prevent
16 the occurrence of illegal activity on the property.

17
18 6. A copy of the conditions imposed by the Assembly in connection with this
19 conditional use approval shall be maintained on the premise at a location visible
20 to the public.

21
22 **Section 3.** Failure to comply with the conditions of this conditional use permit shall
23 constitute grounds for its modification or revocation.

24
25 **Section 4.** This resolution shall become effective immediately upon passage and
26 approval by the Anchorage Assembly.

27
28 PASSED AND APPROVED by the Anchorage Assembly this _____
29 day of _____ 2005.

30
31
ATTEST:

Chair

Municipal Clerk

(Planning Case Number 2005-040
(Tax Parcel Number 002-071-19-001)



MUNICIPALITY OF ANCHORAGE

ASSEMBLY MEMORANDUM

No. AM 222-2005

Meeting Date: April 19, 2005

From: Mayor

Subject: Alcoholic Beverages Conditional Use in the PC District for a Restaurant/Eating Place Use per AO 93-183 (S-1), Section 4.D.3 for The Bridge, Inc., dba The Bridge Salmon Bake and Grille Restaurant.

1 The Bridge, Inc. has made application for a Restaurant/Eating Place Alcoholic Beverage
2 Conditional Use in the PC District for Alaska Railroad Lease #8703, Old North C Street
3 Bridge; Ship Creek Crossing, Tract A, per AO 93-183 (S-1), Section 4.D.3 for a new
4 restaurant, The Bridge Salmon Bake and Grille. Pending approval of this conditional use, the
5 property will be replatted into a single parcel.

6
7 The proposal is for a new Restaurant/Eating Place Alcoholic Beverage Conditional Use at 221
8 W. Ship Creek Avenue, located north of Ship Creek Avenue, east of C Street. The 5,981
9 square-foot building previously was a covered bridge, and known as the old North C Street
10 Bridge. It is unknown exactly when the bridge was constructed, but the petitioner's research
11 shows it likely existed as early as the 1960's for a roadway crossing of Ship Creek until the C
12 Street overpass was constructed. Now it is no longer required for vehicle use, nor for
13 pedestrian use as a pedestrian crossing exists just to the west. The Alaska Railroad
14 Corporation owns the bridge and wishes to allow the conversion to a restaurant. The
15 petitioner is finalizing the building permitting process for change of use requirements for the
16 structure. The restaurant will occupy the entire 5,981 square-foot building; and have 30 fixed
17 and 130 non-fixed seats.

18
19 There is one (1) beverage dispensary license within 1,000 feet of the proposed restaurant.
20 Approving this conditional use for a restaurant/eating place would add a restaurant/eating
21 place license. There do not appear to be any churches or schools within 200 feet of the
22 petition site.

23
24 The Bridge Salmon Bake and Grille will typically be open Monday through Sunday from
25 11:00 AM to 12:00 AM, or as permitted by law. The petitioner estimates that 10 percent of
26 his total sales will be for alcohol. Employees will be trained in handling inebriated patrons,
27 and will be trained in accordance with the Alcoholic Beverage Control Board's "Liquor
28 Server Awareness Training Program."

29
30 The Anchorage Police Department provided no comment. There are no personal or business
31 taxes owing. The Department of Health and Human Services provided no comment.
32

1 THIS CONDITIONAL USE FOR THE BEVERAGES DISPENSARY USE AND LICENSE
2 IN THE PC DISTRICT GENERALLY MEETS THE APPLICABLE PROVISIONS OF
3 AMC TITLES 10 AND 21, AND ALASKA STATUTE 04.11.100.
4

5
6 Prepared by: Jerry T. Weaver Jr., Zoning Administrator, Planning Department

7 Concur: Tom Nelson, Director, Planning Department

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

10 Concur: Denis C. LeBlanc, Municipal Manager

11 Respectfully submitted: Mark Begich, Mayor

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

DATE: April 19, 2005

CASE NO.: 2005-040

APPLICANT: Ashi Samarasingher,
dba The Bridge Salmon Bake & Grille Restaurant

REQUEST: Conditional Use for an Alcoholic Beverages Conditional
Use in the PC District for a Restaurant/Eating License
and Use per AO 93-183 (S-1), Section 4.D.3.

LOCATION: Alaska Railroad Lease #8703, Old North C Street
Bridge; Ship Creek Crossing, Tract A; generally located
north of Ship Creek Avenue, east of North C Street.

STREET ADDRESS: 221 West Ship Creek Avenue

**COMMUNITY
COUNCIL:** Downtown

TAX PARCEL: 002-071-19/ Grid SW 1230

ATTACHMENTS

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

RECOMMENDATION SUMMARY:

Generally meets the required Title 21 standards including AMC 21.50.160, and
Title 10.50.

SITE:

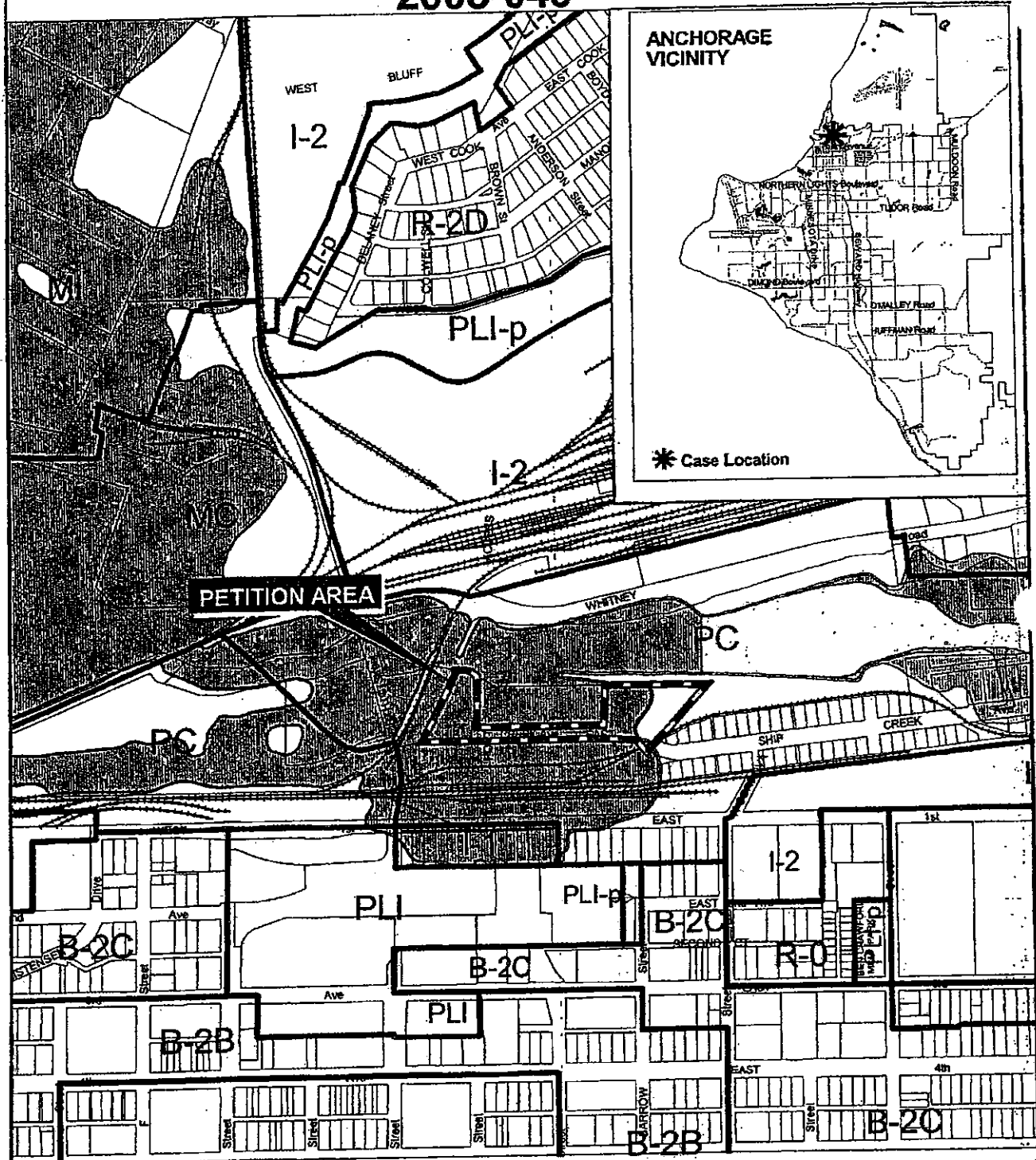
Acres: 5,981 SF structure and related deck, supports and access

Vegetation: Stream bank vegetation

Zoning: PC (AO 93-183 (S-1), as modified by AO 1999-99 and AO
2000-164

Topography: Level

CONDITIONAL USE - LIQUOR 2005-040



Municipality of Anchorage
Planning Department

Date: FEBRUARY 22, 2005

Existing Use: Restaurant (formerly a covered bridge)
Soils: Public Sewer & Water

COMPREHENSIVE PLAN

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

SURROUNDING AREA

	NORTH	EAST	SOUTH	WEST
Zoning:	PC	PC	PC	PC
Land Use:	ARRC Property	ARRC Property (Hotel, Ulu Factory)	ARRC Property	ARRC Property

SITE DESCRIPTION AND PROPOSAL:

The application site consists of an approximate 5,981 square foot (SF) former covered bridge structure with associated pilings, deck and access, located on a lease parcel owned by the Alaska Railroad Corporation (ARRC). The site accesses Tract A, Ship Creek Crossing Subdivision, located on the north side of Ship Creek Avenue, on the east side of C Street. The property is zoned PC via AO 93-183 (S-1) as modified by AO 1999-99 and AO 2000-164.

The 5,981 SF building previously was a covered bridge, known as the old North C Street bridge. It is unknown exactly when the bridge was constructed, but the petitioner's research shows it likely existed in the 1960's for a roadway crossing of Ship Creek until the C Street overpass was constructed. Now it is no longer required for vehicle use, nor for pedestrian use as a pedestrian crossing exists just to the west. ARRC owns the bridge and wishes to allow conversion of use for lease purposes for a restaurant. The petitioner is finalizing the building permitting process for change of use requirements for the structure. Access to the structure is from the parking lot located at the northeast corner of North C Street and Ship Creek Avenue. The petitioner has received approval in 2004 for a variance to allow for this use change and for additional improvements for access and pilings for this change. Although a bridge is allowed within a stream setback, the change of the use to a restaurant, even though the structure is built, required this variance.

This proposal is for a new conditional use for a new restaurant/eating place liquor license for beer and wine in this structure.

The following license is located within 1,000 feet of this location: one seasonal beverage dispensary license for The Coach House, located at the Westmark Hotel at 115 E. 3rd Avenue. There are no restaurant licenses within 1,000 feet.

The Bridge Salmon Bake and Grille Restaurant will specialize in seafood and grill foods. The restaurant will occupy the entire 5,981 SF building; have 30 fixed and 130 non-fixed seats. The restaurant will typically be open from 11:00 AM to 12:00 AM Monday through Sunday, with beer and wine available from 11:00 AM to 12:00 AM. The petitioner estimates that 10% of his total sales will be from alcohol. All servers having direct contact with alcohol will be TAM trained.

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

PUBLIC COMMENTS:

Thirty-eight (38) public hearing notices (PHNs) were mailed March 4, 2005. At the time this report was written no PHNs were returned. No response was received from the Downtown or Government Hill Community Councils.

FINDINGS

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

This subject location is depicted on the Land Use Policy Map of the Anchorage 2020 Comprehensive Plan as being within the Downtown Redevelopment/Mixed-Use Area

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

The Anchorage 2020 Plan (ref. P.40) contains a generalized community vision that advocates "an active learning community with abundant cultural amenities." Several goals of the Anchorage 2020 Plan do address related issues such as recreational and economic opportunities. The sale of alcoholic beverages is part of the social, recreational and economic environment of the community.

This restaurant will be an addition to the tourist-oriented developments in the Ship Creek area. It is adjacent to an area developing as a tourist

destination, with the recent additions of a hotel and The Ulu Factory in the area.

Another of the Plan's stated economic development goals are "Business Support and Development: a quality of life and a financial climate that encourages businesses to start up, expand or relocate in Anchorage (p. 41).

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

This standard is met.

Except for the alcoholic beverages conditional use standards established in AMC 21.50.160, the Assembly has not adopted specific zoning regulations for alcoholic beverage sales. The PC Planned Community zoning regulations for this site allows alcoholic beverage sales through the conditional use permit process: per AO 93-183 (S-1), Section 4.D.3. Liquor stores, restaurants, tea rooms, cafes and other places serving food involving the retail sale, dispensing or service of alcoholic beverages in accordance with AMC 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 petition property is in the Ship Creek railroad master plan area and the Downtown Redevelopment area: a commercial and industrial area that is expected to remain in that land use category for the foreseeable future. In and around this location are found industrial, commercial and office uses, a hotel, manufacturing and tourist-oriented businesses. Land to the north, south, east and west are zoned PC and are a part of the Ship Creek PC area. There appear to be no churches, day care or schools within 200 feet of the site property line.

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 is one license, a seasonal beverage dispensary/tourism license, within 1,000-feet of the proposed restaurant. Approving this restaurant/eating place license will add the first restaurant/eating place licenses, and will be only the second license overall in the area.

Name	Address	License Number	Type of License
The Coach House (Seasonal)	115 E. 3 rd Avenue	1036	Beverage Dispensary

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

1. Pedestrian and vehicular traffic circulation and safety.

This standard may be met.

There is sufficient area on the site to provide required parking. This use and its parking needs and requirements have been reviewed and approved through Building Safety with the permitting process, and have been reviewed by Planning in conjunction with the recently approved variance for the stream setback. This PC district allows for parking on adjacent lots in order to both facilitate tourism oriented improvements and businesses, while encouraging joint parking areas. The PC requires signage in the adjacent parking areas to guide pedestrian traffic to the restaurant.

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

The addition of a restaurant at this location will not impact public services. This structure has approvals through Building Safety for the change of use to a restaurant, and is served with public water and sewer.

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

This standard is met.

A restaurant/eating place license will not cause any environmental pollution. The parking lot is paved, which helps control air pollution.

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

This standard is met.

The zoning, land use and the general area land use will not change as a result of this conditional use permit for a restaurant/eating place.

Standards Chapter 10.50 Alcoholic Beverages

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

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

See table and narrative on page 4 for other alcohol licenses within 1,000 feet of this application.

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

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

This standard is met.

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

- C. Operations procedures. If application is made for issue, renewal or transfer of a license, whether the applicant can demonstrate**

prospective or continued compliance with operations procedures for licensed premises set forth in Section 10.50.035 of this code.

This standard is met.

This conditional use application is for an alcoholic beverages conditional use in the PC District for a restaurant use.

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

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

This standard appears to be met.

This is a new use of this site, and is not yet operational. The Anchorage Police Department did not provide comment.

- E. Payment of taxes and debts. When application is made for renewal of a license the assembly shall consider, pursuant to AS 4.11.330, whether the applicant is delinquent in payment of taxes owed to the Municipality. When application is made for transfer of ownership of a license the Assembly shall consider, pursuant to AS 4.11.360, whether the municipality has received either payment or adequate security, for the payment of any debts or taxes, including any estimated taxes for the current year, arising from the conduct of the**

licensed business. Adequate security for the payment of debts and taxes may be in the form of: 1) escrowed funds sufficient to pay the debts and taxes claimed and any escrow fees; 2) actual payment of debts and taxes claimed; or, 3) a guarantee agreement in accordance AMC 10.50.030. Any guarantee agreement shall be in writing, signed by the transferor, transferee and Municipality

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

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

There is no report of complaints relating to public health or safety to Land Use Enforcement, Police Department or to the Health Department.

The Department of Health and Human Services did not provide any comment on this case at the time this report was written. However, in the past their responses to similar cases question the lack of community standards for alcoholic beverage conditional uses.

- G. **Municipality of Anchorage Alcoholic Beverage Licensee Compliance Form.** In order to determine whether applicants seeking issue, renewal or transfer of alcoholic beverage licenses have complied with the provisions of this chapter, applicants shall, at the request of the Assembly, submit to the municipal clerk such information as is required on a municipal form prepared by the municipal clerk known as the Municipality of Anchorage Alcoholic Beverage Licensee Compliance Form. Upon request, operators shall also provide the municipal clerk with certificates from all current employees demonstrating that those employees have successfully

completed a "Liquor Service Awareness Training Program" such as the program for techniques in alcohol management (T.A.M.) as approved by the State of Alaska Alcoholic Beverage Control Board.

This form was not requested of this applicant.

RECOMMENDATION:

This application for a final conditional use for alcoholic beverages in the PC District for a restaurant use generally meets the required standards of Title 21 and Title 10, and AMC 21.50.160.

If after a public hearing on the matter, the Anchorage Assembly finds that the required standards have been met, it is recommended that the conditional use not become effective until Traffic Engineering has reviewed and approved required parking, parking layout, ingress/egress and traffic circulation, and the outstanding 2004 Personal Property Business Taxes in the amount of \$629.33 is paid. It is further recommended that the conditional use be subject to the following conditions of approval:

1. A notice of Zoning Action shall be filed with the District Records Office within 120 days of the Alcoholic Beverage Control Board's approval of the license.
2. All uses shall conform to the plans and narrative submitted.
3. This conditional use approval is for an Alcoholic Beverages Conditional Use in the PC District for a Restaurant/Eating License and Use per AO 93-183 (S-1), Section 4.D.3 for a 5,981 square foot (SF) former covered bridge structure with associated pilings, deck and access, located on a lease parcel owned by the Alaska Railroad Corporation (ARRC), located at Tract A, Ship Creek Crossing Subdivision. The restaurant has 30 fixed seats and 130 non-fixed seats. Alcohol sales are estimated to be 10 % of total gross receipts compared to 90 % food sales. The restaurant may operate 365 days a year with hours of operation as permitted by law.
4. 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.).
5. The use of the property by any person for the permitted purposes shall comply with all current and future federal, state and local laws and regulations including but not limited to laws and regulations pertaining

to the sale, dispensing, service and consumption of alcoholic beverages and the storage, preparation, sale, service and consumption of food. The owner of the property, the licensee under the Alcoholic Beverage Control license and their officers, agents and employees shall not knowingly permit or negligently fail to prevent the occurrence of illegal activity on the property

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

Submitted by: Chair of the Assembly at
the Request of the Mayor
Prepared by: Department of Law
For reading: July 11, 2006

CLERK'S OFFICE
APPROVED
Date: 7-11-06

ANCHORAGE, ALASKA
AO 2006-46 (S)

1 AN ORDINANCE REPEALING ORDINANCE AO 93-183 (S-1) CONCERNING PC
2 (PLANNED COMMUNITY ZONING) AND MASTER PLAN AND ADOPTING A NEW PC
3 (PLANNED COMMUNITY) ZONING AND NEW SHIP CREEK MASTER PLAN FOR A
4 PORTION OF A.R.R. RESERVATION LOCATED IN THE LOWER SHIP CREEK,
5 APPROXIMATELY 102 +/- ACRES, FOR A.R.R. RESERVATION PROPERTY LOCATED
6 AT THE LOWER WEST END OF SHIP CREEK; AND AMENDING THE ZONING MAP
7 AND PROVIDING FOR THE REZONING OF A.R.R. ANCHORAGE TERMINAL
8 RESERVE, LOT 103, WHITNEY ROAD INDUSTRIAL LEASE LOT CONSISTING OF
9 20,815 SQUARE FEET FROM PC (PLANNED COMMUNITY) TO I-1 (LIGHT
10 INDUSTRIAL); AND AMENDING THE ZONING MAP AND PROVIDING FOR THE
11 REZONING OF SHIP CREEK CROSSING, LOT 3, CONSISTING OF 109, 932 SQUARE
12 FEET FROM PC (PLANNED COMMUNITY) AND I-2 (HEAVY INDUSTRIAL) TO I-2
13 (HEAVY INDUSTRIAL; AND AMENDING THE ZONING MAP AND PROVIDING FOR
14 THE REZONING OF SHIP CREEK CROSSING, LOT 4, CONSISTING OF 209,068
15 SQUARE FEET FROM PC (PLANNED COMMUNITY) AND I-2 (HEAVY INDUSTRIAL)
16 TO I-2 (HEAVY INDUSTRIAL); GENERALLY LOCATED AT THE LOWER WEST END
17 OF SHIP CREEK SOUTH OF THE RAILROAD MAINLINE TO SECOND AVENUE AND
18 WEST GAMBELL STREET.

19
20 (GOVERNMENT HILL, DOWNTOWN, FAIRVIEW)(PLANNING CASE 2005-080)

21
22 THE ANCHORAGE ASSEMBLY ORDAINS:

23
24 Section 1. Anchorage Ordinance 93-183 (S-1)(am) concerning portions of Sections 7 and
25 18, T13N, R3W, S.M. Alaska, and Section 13, T13N, R4W, S.M. Alaska, generally located in
26 the lower Ship Creek valley between the railroad yards and downtown Anchorage, containing
27 127 acres more or less, is hereby repealed.

28
29 Section 2. The zoning map shall be amended by designating the following described
30 property as PC (Planned Community District):

31
32 A portion of A.R.R. Reservation, located with the Seward Meridian, Township 13
33 North, Range 3 West, and includes southern portions of Section 7, northeast quarter of
34 Section 13, and northern portions of Section 18, by substituting a new PC (Planned
35 Community zoning and master development plan, consisting of approximately 102 +/-
36 acres, as shown on Exhibit A attached, and as described in Exhibit B, listing of legal
37 description and parcel tax identification numbers.

Section 3. The zoning map shall be amended by designating the following described property as I-1 (Light Industrial) District:

A.R.R. Anchorage Terminal Reserve, Lot 103, Whitney Road Industrial Lease Lot (York Steel Lease) consisting of 20,815 square feet from PC (Planned Community) to I-1 (Light Industrial) District, as shown on Exhibit A attached (Planning and Zoning Commission Case 2005-080)

Section 4. The zoning map shall be amended by designating the following described property as I-2 (Heavy Industrial) District:

Ship Creek Crossing, Lot 3 (Wrightway Auto lease) consisting of 109,932 square feet as shown on exhibit A attached (Planning and Zoning commission Case 2005-080)

Section 5. The zoning map shall be amended by designating the following described property as I-2 (Heavy Industrial) District:

Ship Creek Crossing, Lot 4(Power Plant lease) consisting of 209,068 square feet as shown on exhibit A attached (Planning and Zoning commission Case 2005-080)

Section 6. The zoning map amendment designating property as PC (Planned Community), described in section 2 above, shall be subject to the following listed restrictions and design standards. Except as otherwise provided in this ordinance, all development shall comply with the Anchorage Municipal Code:

A. **Intent.** This ordinance sets forth allowable and prohibited land uses, special limitations, and a design review process for the Alaska Railroad's Ship Creek District. These regulations are intended to:

1. Implement the Alaska Railroad Corporation's goals and policies addressing the District.
2. Support broader community re-development and multi-modal transportation goals and policies.
3. Create a pedestrian and transportation-oriented mixed-use development.
4. Attract private investment in commercial and residential development.
5. Provide for predictability in the expectations for development projects.
6. Provide design and infrastructure development standards serving the District and downtown multi-modal users.

7. Make Ship Creek a mixed-use pedestrian-oriented development and visitor destination and enhance the District's build-out capacity with the following uses:

- a. *Commercial Mixed Use.* The area should predominantly feature commercial uses (retail, office, entertainment, hotel, tourism) of an intensity producing a concentration of jobs, shops, meeting facilities, entertainment and restaurants within close proximity to each other.
- b. *Residential.* Appropriate urban residential development should [SHALL] be encouraged, including upper story units above street level businesses.
- c. *Government/Informational Uses.* The District should [SHALL] accommodate governmental and informational services, especially those with walk-in service-orientation, and major civic and public facilities.
- d. *Warehouse/Light Industrial Use.* The District should [SHALL] continue[, AS REQUIRED,] to accommodate a mixture of industrial, commercial and residential uses, with a particular emphasis on workplaces, galleries and dwellings for artists, craftspeople and artisans.
- e. *Kiosks and Vendors.* The District should [SHALL] allow kiosks, outdoor restaurants, mobile vendors, drive-in businesses or coffee shops, or similar uses in order to facilitate incremental growth in the area, where such uses do not negatively impact circulation, safety, or neighboring uses.
- f. *Permitted Accessory Uses.* Uses and structures customarily accessory and clearly incidental to permitted uses and structures should [SHALL] be allowed, including outdoor storage of trolleys, small-tour vehicles, and staging of horses and carriages overnight.
- g. *Railroad Uses.* This ordinance is not intended to apply to permanent or temporary railroad operations within the District.

[IT IS RECOGNIZED ALASKA RAILROAD CORPORATION MAY HAVE NEEDS REQUIRING INTERIM AND TEMPORARY USE OF VACANT LANDS WITHIN THE DISTRICT AND THERE SHALL BE ALLOWANCE FOR THESE USES, AS WELL AS FOR ROUTINE RAILROAD OPERATIONS AND MAINTENANCE ACTIVITIES.]

- B. Applicability. The provisions and restrictions of Section 6 of this ordinance shall apply to all uses and development in the Ship Creek District, depicted on the Master Development Plan (Exhibit A, attached). The site is located within the Township 13 North, Range 4 West, Seward Meridian, and includes southern portions of Section 7, northern portions of Section 18 and the northeast quarter

of Section 13. Areas north of Ship Creek included in AO 93-183 (s-1) are hereby redesignated I-2.

C. Definitions. As used in Section 6 of this ordinance, unless context dictates otherwise, the following definitions shall apply:

1. ***Alteration*** means a physical change to a structure or a site. Alteration does not include normal maintenance and repair or total demolition. Except as otherwise provided in this ordinance, alteration does include any of the following:
 - a. Changes to the facade of a building;
 - b. Changes to the interior of a building;
 - c. Increase or decrease to floor area of a building;
 - d. Changes to other structures, including parking garages, on the site or the development of new structures; and/or
 - e. Changes to landscaping, off-street parking spaces, and other improvements on a site.
2. ***Development*** means all improvements on a site, including buildings, other structures, parking and loading areas, landscaping, paved or graveled areas, and areas devoted to exterior display, storage, or activities. Development includes improved open areas such as plazas and walkways, but does not include natural geologic forms or unimproved land.
3. ***Excessive*** means uses injurious to an unreasonable degree to the public health, safety, welfare or convenience or exceeding the customary manner of operation.
4. ***Normal maintenance*** means physical changes keeping a building, structure, or site, or a portion thereof, in a sound condition and in operation.
5. ***Railroad operations*** means all activities and operations commonly associated with operating and maintaining a railroad but excluding those activities commonly also performed by other, non-railroad enterprises. Activities such as operating or constructing warehouses, repair shops, loading and unloading facilities, docks, yards, and facilities for storage, handling and interchange of passengers and cargo, are railroad operations, if the facility is used exclusively for, and by, the railroad. Facilities used in part for railroad activities and in part for non-railroad related activities are not railroad operations for purposes of this ordinance.

6[5]. **Repair** means physical changes to a building, structure, or site, or a portion thereof, to fix or restore to sound condition after damage or deterioration.

7[6]. **Replacement value** means the value of a building as calculated using the latest "Evaluation Table" printed in the Building Standards magazine, published by the International Conference of Building Officials, based on existing occupancy and the most closely appropriate type of construction.

8[7]. **Substantial alteration** means alterations within a two (2) year period where:

- a. The total cost, excluding purchase costs of the building, exceeds fifty percent (50%) of the replacement value of a building or structure;
- b. The total cost exceeds fifty percent (50%) of the replacement value of site improvements;
- c. The gross square footage increases by more than fifty percent (50%) of buildings and structures; or
- d. The gross square footage increases by more than fifty percent (50%) of a surface parking lot.

9[8]. **Temporary** means limited in time and extent to less than twelve (12) months and excludes permanent construction, substantial improvements, or substantial alteration of the land.

10. **Total cost** means all costs associated with an alteration incurred from project initiation to project completion, excluding the purchase costs for the building.

D. Permitted Principal Uses and Structures. The following principal uses and structures are allowed in the District:

1. **Railroad Operations and Temporary Uses.** All railroad operational uses, including staging of customers' materials and preparation for transport, temporary storage, and short-term railroad permitted uses are allowed.

2. **Retail:**

- a. Grocery stores, delicatessens and food specialty shops, including open air markets;
- b. Meat and seafood markets, including open air markets;
- c. Retail bakeries or wholesale bakeries with a storefront;

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- d. Department or variety stores;
- e. Hardware stores;
- f. Electrical or electronic supply stores;
- g. Furniture stores;
- h. Music and record stores;
- i. Shoe repair and tailor shops;
- j. Bookstores, book binderies, stationery stores and newsstands;
- k. Drugstores;
- l. Beauty shops;
- m. Barber shops;
- n. Restaurants, cafes, and other places serving food and beverages, including sale and dispensing of alcoholic beverages in accordance with [AMC] section 21.50.160;
- o. Photography, dance, music, and other art studios;
- p. Florists;
- q. Tobacco stores;
- r. Clothing, apparel and shoe stores;
- s. Jewelry stores;
- t. Sporting goods stores;
- u. Cameras and photographic stores;
- v. Hobby stores;
- w. Knit shops, yarn shops, fabric shops, dressmaking and notions stores;
- x. Gift, novelty, and souvenir stores;
- y. Picture framing shops;