

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

CLERK'S OFFICE

For reading November 23, 2010

APPROVED

Date: 11-23-10 Anchorage, Alaska
AR 2010-336

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5 A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY
6 APPROVING AN ALCOHOLIC BEVERAGES CONDITIONAL USE FOR A
7 RECREATIONAL SITE USE AND LICENSE NUMBER 5004 IN THE B-3
8 (GENERAL BUSINESS) DISTRICT, FOR THE ALASKA CLUB INC., DBA THE
9 ALASKA CLUB; LOCATED AT 11001 O'MALLEY CENTRE DRIVE, SOUTH
10 CENTER SUBDIVISION, BLOCK 2, LOT 4A, THE PLATINUM BUILDING;
11 GENERALLY LOCATED ON THE EAST SIDE OF O'MALLEY CENTRE DRIVE
12 AND NORTH OF EAST 112TH AVENUE.

13
14 (Bayshore/Klatt Community Council) (Case 2010-127)

15
16 THE ANCHORAGE ASSEMBLY RESOLVES:

17
18 1. **Section 1.** A conditional use permit for an Alcoholic Beverages
19 Conditional Use in the B-3 District for a new Recreational Site Use and License
20 Number 5004 per AMC 21.40.180 D.8, for The Alaska Club Inc., dba The Alaska
21 Club; located at 11001 O'Malley Centre Drive, Suite 103, on South Center
22 Subdivision, Block 2, Lot 4A, The Platinum Building; generally located on the
23 east side of O'Malley Centre Drive and north of East 112th Avenue, and generally
24 meets the applicable provisions of AMC 21.50.020 and AMC 21.50.160.

25
26 **Section 2.** This conditional use is approved subject to the following conditions:

27
28 1. A Notice of Zoning Action shall be filed with the District Recorder's Office
29 within 120 days of the Assembly's approval for this new Recreational Site use
30 and License in the B-3 District.

31
32 2. All uses shall conform to the plans and narrative submitted with this
33 conditional use application.

34
35 3. This conditional use approval is for an Alcoholic Beverages Conditional
36 Use and License Number 5004 in the B-3 District for a Recreational Site Use per
37 AMC 21.40.180 D.8 for approximately 15,646 square feet of gross leasable area
38 located within the structure at 11001 O'Malley Centre Drive, Suite 103,
39 Anchorage, AK, South Center Subdivision, Block 2, Lot 4A, The Platinum
40 Building.
41

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

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

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

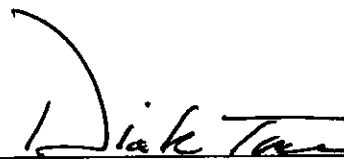
7. A copy of the conditions imposed by the Assembly in connection with this conditional use approval shall be maintained on the premise at a location visible to the public.


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

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

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

ATTEST:


Chair


Municipal Clerk



MUNICIPALITY OF ANCHORAGE

ASSEMBLY MEMORANDUM

No. AM 607-2010

Meeting Date: November 23, 2010

From: Mayor

Subject: ALCOHOLIC BEVERAGES CONDITIONAL USE FOR A RECREATIONAL SITE USE AND LICENSE NUMBER 5004 IN THE B-3 (GENERAL BUSINESS) DISTRICT FOR THE ALASKA CLUB INC., DBA THE ALASKA CLUB; LOCATED AT 11001 O'MALLEY CENTRE DRIVE SUITE 103, SOUTH CENTER SUBDIVISION, BLOCK 2, LOT 4A, THE PLATINUM BUILDING; GENERALLY LOCATED EAST OF O'MALLEY CENTRE DRIVE AND NORTH OF EAST 112TH AVENUE.

1 The Alaska Club Inc. has made application for a new conditional use permit for an
2 alcoholic beverages conditional use in the B-3 District, per AMC 21.40.180 D.8, for
3 a Recreational Site License Number 5004, dba The Alaska Club, located at 11001
4 O'Malley Centre Drive, South Center Subdivision, Block 2, Lot 4A, The Platinum
5 Building.

6
7 This proposal is for a Recreational Site Alcohol Conditional Use in an
8 athletic/health club for a 15,646 square-foot gross leasable area. The property is
9 zoned B-3, and the use of alcoholic beverage sales is permitted only through the
10 conditional use process.

11
12 The Alaska Club-Summit was legally permitted at the time the use was established
13 in 2005. The addition of a liquor license will not generate the need for additional
14 parking. The parking plan is included in the staff packet.

15
16 There is one (1) restaurant/eating place license, one (1) package store license,
17 two (2) recreational site licenses, and two (2) beverage dispensary licenses within
18 a 1,000-foot radius of the petition site. Approving this Recreational Site Conditional
19 Use and License Number 5004 will add a third Recreational Site license within a
20 1,000-foot radius.
21

1 Hours of operation are as allowed by Municipal ordinance, and will be as follows:
2 Summer months are Monday through Friday 11:00 a.m. to 9:00 p.m., Saturday
3 and Sunday 11:00 a.m. to 6:00 p.m.; Winter months are Monday through Friday
4 11:00 a.m. to 9:00 p.m., Saturday and Sunday 11:00 a.m. to 7:00 p.m. The
5 petitioner will provide video surveillance both inside and outside the facility.

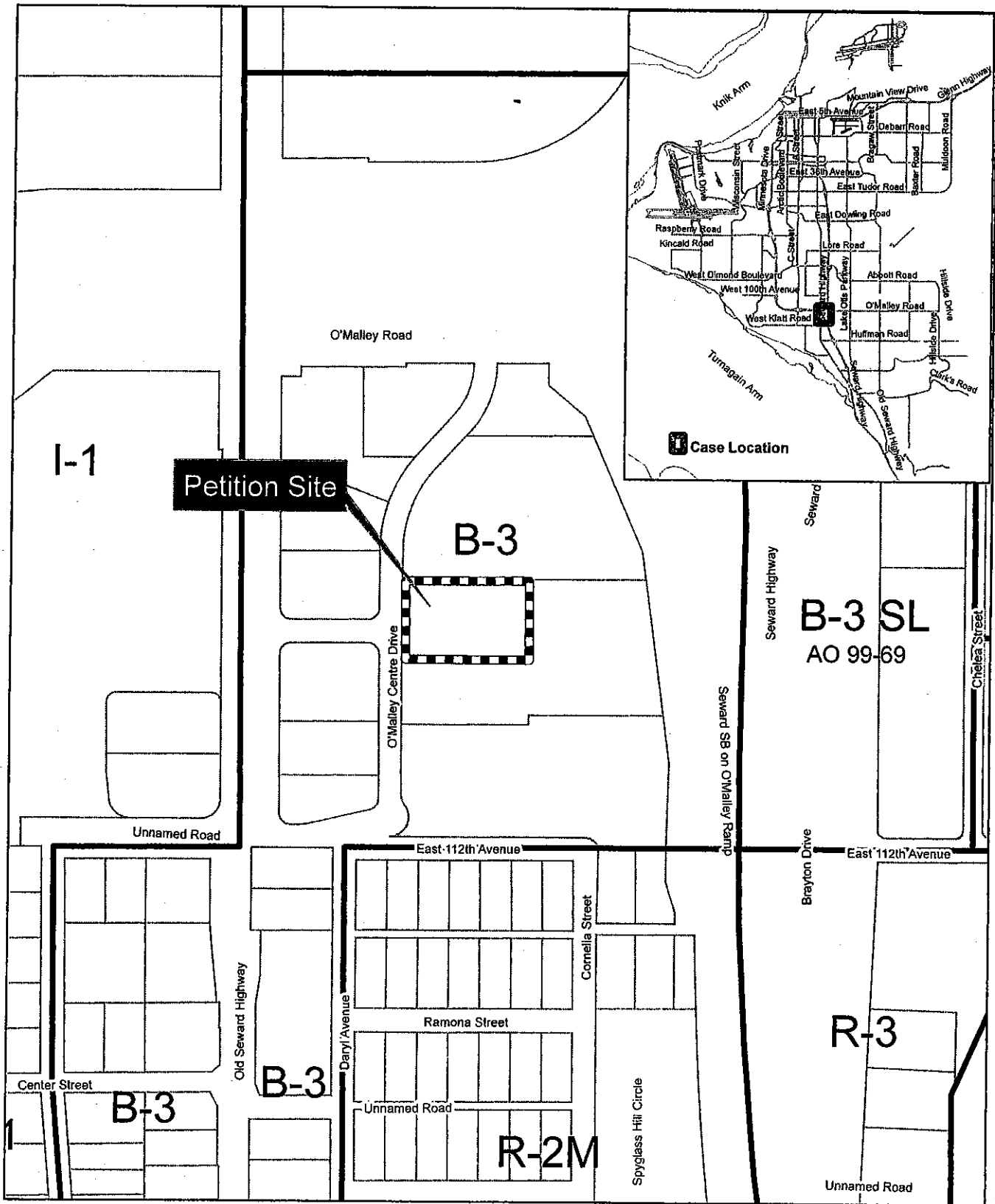
6
7 There are no known churches or schools within 200 feet of the petition site,
8 according to Municipal records. Comment was received from the Department of
9 Health and Human Services. Concern was expressed as there is a children's
10 summer camp program at the Alaska Club-South location. Their comments can be
11 found in the staff packet. One public comment was received against approval of
12 this conditional use.

13
14 At the time this report was written, the Anchorage Police Department had not
15 commented. Treasury reports there are no delinquent Personal Property Taxes, or
16 Real Property Taxes owing at this time.

17
18 THIS CONDITIONAL USE FOR A BEVERAGE DISPENSARY IN A
19 RECREATIONAL SITE USE AND LICENSE NUMBER 5004 IN THE B-3
20 DISTRICT, GENERALLY MEETS THE APPLICABLE PROVISIONS OF AMC
21 TITLES 10 AND 21, AND ALASKA STATUTE 04.11.090.

22
23 Prepared by: Angela C. Chambers, Current Planning Section
24 Supervisor, Planning Division
25 Approved by: Jerry T. Weaver Jr, Director
26 Department of Community Development
27 Concur: Dennis A. Wheeler, Municipal Attorney
28 Concur: George J. Vakalis, Municipal Manager
29 Respectfully submitted: Daniel A. Sullivan, Mayor

2010-127



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

DATE: November 23, 2010

CASE NO.: 2010-127

APPLICANT: The Alaska Club Inc.

REPRESENTATIVE: Jeffrey Read

REQUEST: A Conditional Use for Alcoholic Beverages in the B-3 (General Business) District for a Recreational Site License #5004, per AMC 21.40.180 D.8.

LOCATION: South Center Subdivision, Block 2, Lot 4A, The Platinum Building, Unit 2; generally located on the east side of O'Malley Centre Road and north of East 112th Avenue.

STREET ADDRESS: 11001 O'Malley Centre Drive, Suite 103

COMMUNITY COUNCIL: Bayshore/Klatt Community Council

TAX PARCEL: 016-091-39/ Grid SW 2632

ATTACHMENTS

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

RECOMMENDATION SUMMARY:

This conditional use generally meets the required standards of AMC Title 10 and Title 21, and Alaska State Statute 04.11.210.

SITE:

Acres: 65,520 SF
Vegetation: Perimeter and Parking Lot landscaping
Zoning: B-3 (General Business District)
Topography: Level

Existing Use: The Alaska Club-Summit
Soils: Public Sewer & Water

COMPREHENSIVE PLAN - Anchorage 2020 Plan

Classification: Commercial Corridor
Density: N/A

SURROUNDING AREA

	NORTH	EAST	SOUTH	WEST
Zoning:	B-3	B-3	B-3	B-3
Land Use:	Commercial Health Spa	Recreation And Health	Recreation And Health	Commercial Retail

SITE DESCRIPTION AND PROPOSAL:

The Alaska Club Summit location opened to the public in the summer of 2006. The Summit is a member's only facility providing services exclusively to persons age 21 or older. It is intended to be an upscale health and fitness facility that offers a full fitness center, day spa, pro shop, and social lounge area.

The intent of this use is to provide members with the benefit of enjoying beer or wine while watching sporting events in the lounge or after special events such as fitness/aerobic classes.

All patrons are required to pass by the front desk before entering the club. When doing so, they are required to scan their membership cards. Members are required to have their photo taken at the time of purchasing a membership. When they scan their membership card, their photo is displayed to verify that the person scanning the card is the same as the person on the membership. Guests of members are required to show I.D. and sign a waiver upon entering the club.

The petitioner has applied to the Alcoholic Beverages Control Board for a Recreational Site license #5004. The property is zoned B-3, general business district.

Hours of operation are as allowed by Municipal ordinance, and will be:
Summer months: Monday through Friday 11:00 a.m. to 9:00 p.m., Saturday and Sunday 11:00 a.m. to 6:00 p.m.; Winter months: Monday through Friday 11:00 a.m. to 9:00 p.m., Saturday and Sunday 11:00 a.m. to 7:00 p.m. The ratio of food sales to alcohol sales is 35% to 65%. All employees will be trained in accordance with the Alcoholic Beverage Control Board's, "Liquor Server

Awareness Training Program.” There are multiple security cameras inside the facility and exterior security cameras allowing monitoring of the parking lot.

The petitioner made application to the Alcoholic Beverage Control Board for a new Recreational Site License #5004, and is seeking final alcoholic beverages conditional use approval in the B-3 District for a new alcoholic beverage recreational site per AMC 21.40.180 D.8.

Within 1,000 feet of this application, there is one (1) restaurant/eating place license, one (1) package store license, two (2) recreational site licenses, and two (2) beverage dispensary licenses. There is one (1) child care center within 200 feet of this site.

PUBLIC COMMENTS:

Fifty-six (56) public hearing notices (PHNs) were mailed on October 22, 2010. At the time this report was written, one notice was returned opposing the conditional use. Comments from the Bayshore/Klatt Community Council have not been received.

FINDINGS

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

The standard appears to be met.

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

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

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

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

This standard is met.

The B-3 Business District zoning regulations allow alcoholic beverage sales through the conditional use permit process: AMC 21.40.180 D.8. Liquor stores, restaurants, tearooms, cafes, private clubs or lodges and other places serving food or beverages involving the retail sale, dispensing or service of alcoholic beverages in accordance with section 21.50.160.

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

This standard appears to be met.

The B-3 District is intended for general commercial uses, including retail sales of alcoholic beverages, such as package store, bars/lounges and restaurants. A health club serving alcohol is a compatible use with the B-3 district and existing uses in area.

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 (1) restaurant/eating place license, one (1) package store license, two (2) recreational site licenses, and two (2) beverage dispensary licenses within a 1,000-foot radius of the petition site. Approving this Recreational Site License will add another alcohol license within a 1,000-foot radius of the petition site.

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

However, the Department of Health and Human Services (DHHS) has concerns about this sites proximity to the child care service that is provided at the Alaska Club South location. This site provides a year around child care service to its member that is exempt from licensing requirements with DHHS. Additionally, the site offers a children's summer camp program that is licensed with DHHS.

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

1. Pedestrian and vehicular traffic circulation and safety.

This standard is met.

The B-3 District provides that all required parking be provided on site. According to Municipal records the building was constructed in 2005. The use of the building is that of a health club. The health club requires 52.15 spaces (AMC 21.45.080.S). The application provided a site plan showing 88 parking spaces with stall and aisle dimensions. Since the facility is closed to non-members, the applicant does not expect an increase in vehicular or pedestrian traffic.

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

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

This standard is met.

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

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

This standard is met.

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

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

This standard is met.

The zoning and land use of the area will not change as a result of this conditional use permit for a recreational site license.

Standards Chapter 10.50 Alcoholic Beverages

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

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

Within 1,000-feet of the subject site, there is one restaurant license, one package store license, two beverage dispensary licenses, and two recreational site licenses.

Wine Styles	11109 Old Seward Highway	License #4732	Package Store
The Bradley House	11321 Old Seward Highway	License #814	Beverage Dispensary
A taste of Thai	11109 Old Seward Highway # 6	License #2727	Restaurant
Firetap Alehouse	10950 O'Malley Centre Drive	License #4891	Beverage Dispensary
Subway Sports Center/Blueline Pub	11111 O'Malley Centre Drive	License #3968	Recreational Site
The Gardens	11051 O'Malley Centre Drive	License #4932	Recreational Site

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

This standard is met.

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

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

This standard is met.

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

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

10.50.035 "licensed premises" shall include any adjacent area under the control or management of the licensee.

This standard appears to be met.

According to the application, video cameras are located within the areas proposed for beer and wine consumption. This facility does not permit minors. Employees will be trained on identifying potential problems such as unruliness and understand what steps are necessary to protect guests, members, and staff. Security cameras will also be located within the parking lot. The premises will be clean and well-lit. At the time this report was completed, no written comment had been received from the Anchorage Police Department.

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

This standard is met.

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

- F. Public health. If application is made for the renewal or transfer of location or transfer of ownership of a license, the Assembly shall consider whether the operator has engaged in a pattern of practices injurious to public health or safety such as providing alcohol to minors or intoxicated persons, committing serious violations of State law relevant to public health or safety, or other actions within the knowledge and control of the operator which place the public health or safety at risk. In determining if a pattern of practices injurious to public health or safety exists, the Assembly may consider criminal convictions, credible proof of illegal activity even**

if not prosecuted, police reports, testimony presented before the Assembly, written comments submitted prior to or during the public hearing, or other evidence deemed to be reliable and relevant to the purpose of this subsection.

The Department of Health and Human Services (DHHS) has concerns about this sites proximity to the child care service that is provided at the Alaska Club South location. This site provides a year around child care service to its member that is exempt from licensing requirements with DHHS. Additionally, the site offers a children's summer camp program that is licensed with DHHS.

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

This form was not requested of this applicant.

RECOMMENDATION:

This application for a conditional use for alcoholic beverages in the B-3 District to allow a Recreational Site use and license #5004 per AMC 21.40.180 D.8 for 11001 O'Malley Centre Drive, Suite 103, generally meets the required standards of AMC Title 10 and Title 21.

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

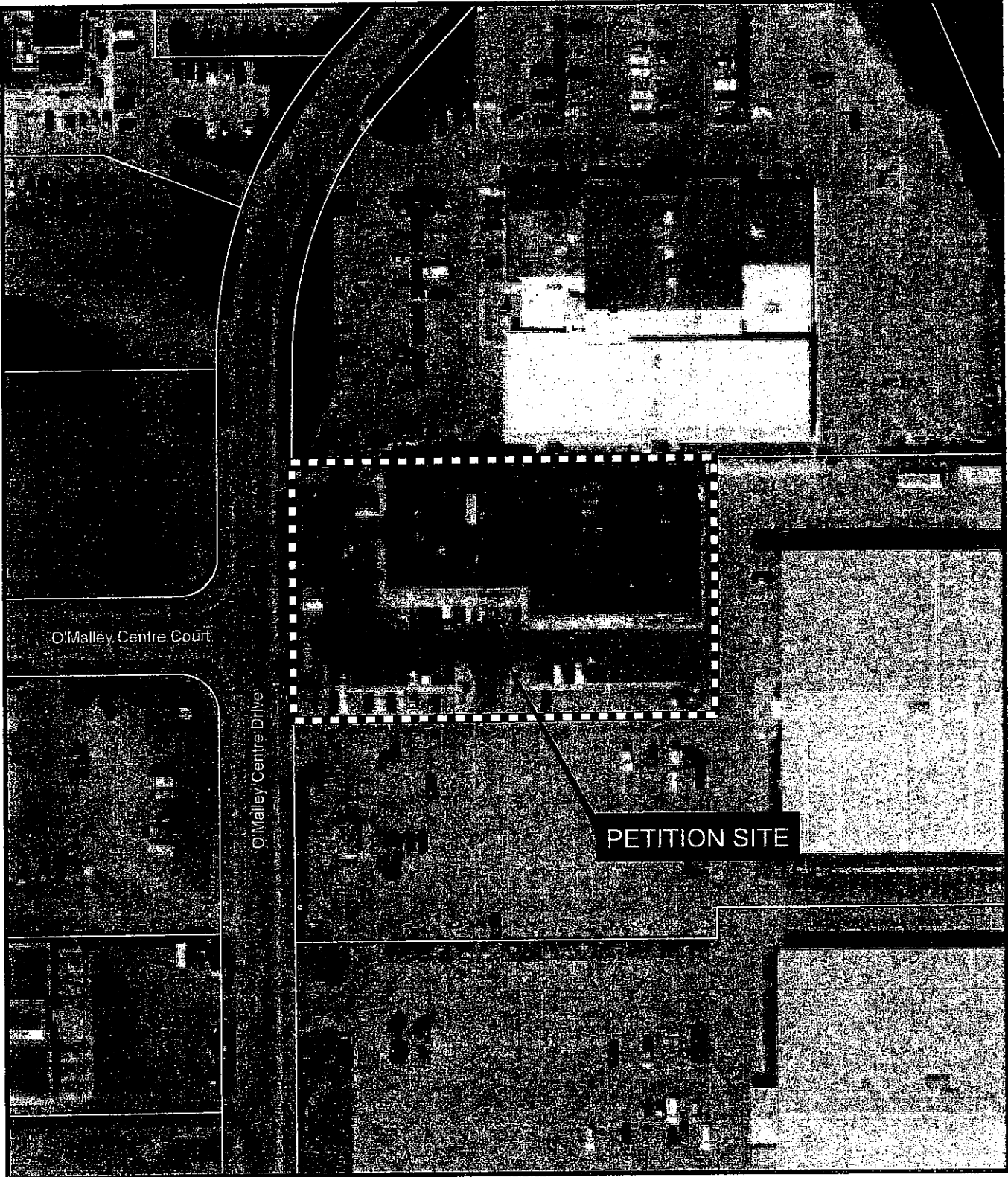
1. A Notice of Zoning Action shall be filed with the District Records Office within 120 days of the Assembly's approval of the conditional use.
2. All uses shall conform to the plans and narrative submitted with this conditional use application.

3. This conditional use approval is for an Alcoholic Beverages Conditional Use and License Number 5004 in the B-3 District for a Recreational Site Use per AMC 21.40.180 D.8 for approximately 15,646 square feet of gross leasable area located in the structure at 11001 O'Malley Centre Drive, Suite 103, Anchorage, AK; South Center Subdivision, Block 2, Lot 4A, The Platinum Building, Unit 2.
4. On-premise sale of alcohol beverages will be seven days a week as permitted per the Alaska Alcoholic Beverage Control Board requirements.
5. Upon demand the applicant shall demonstrate compliance with a liquor "Server Awareness Training Program approved by the State of Alaska alcoholic Beverage Control Board, such as or similar to the program for "Techniques in Alcohol Management (T.A.M.)."
6. The use of the property by any person for the permitted purposes shall comply with all current and future federal, state and local laws and regulations, including but not limited to laws and regulations pertaining to the sale, dispensing, service and consumption of alcoholic beverages and the storage, preparation, sale, service and consumption of food. The owner of the property, the licensee under the Alcoholic Beverage Control Board license and their officers, agents and employees shall not knowingly permit or negligently fail to prevent the occurrence of illegal activity on the property.
7. A copy of the conditions imposed by the Assembly in connection with this conditional use approval shall be maintained on the premise at a location visible to the public.

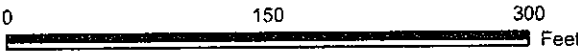
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MAPS

2010-127



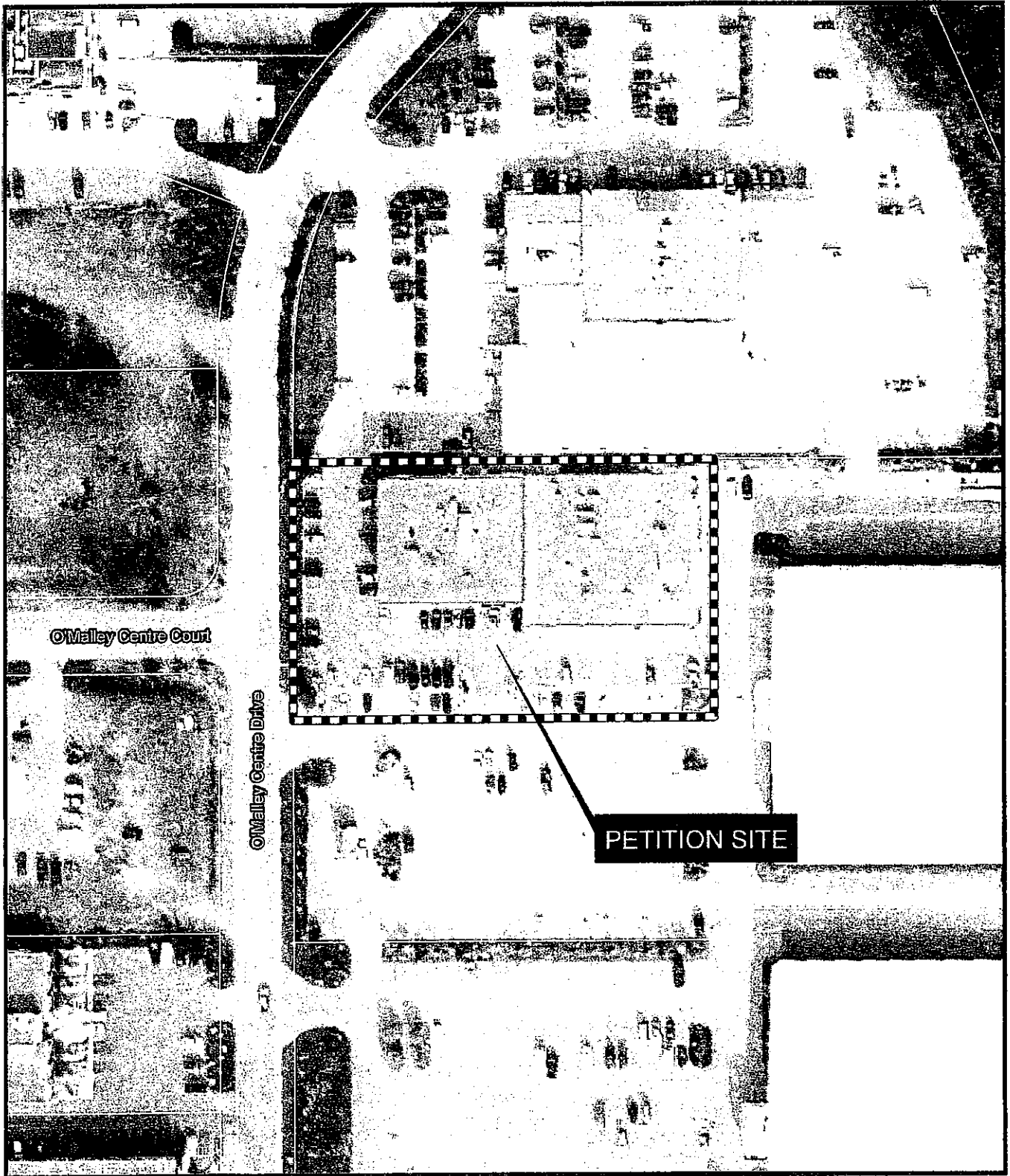
Municipality of Anchorage
Planning Department
September 27, 2010



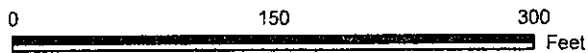
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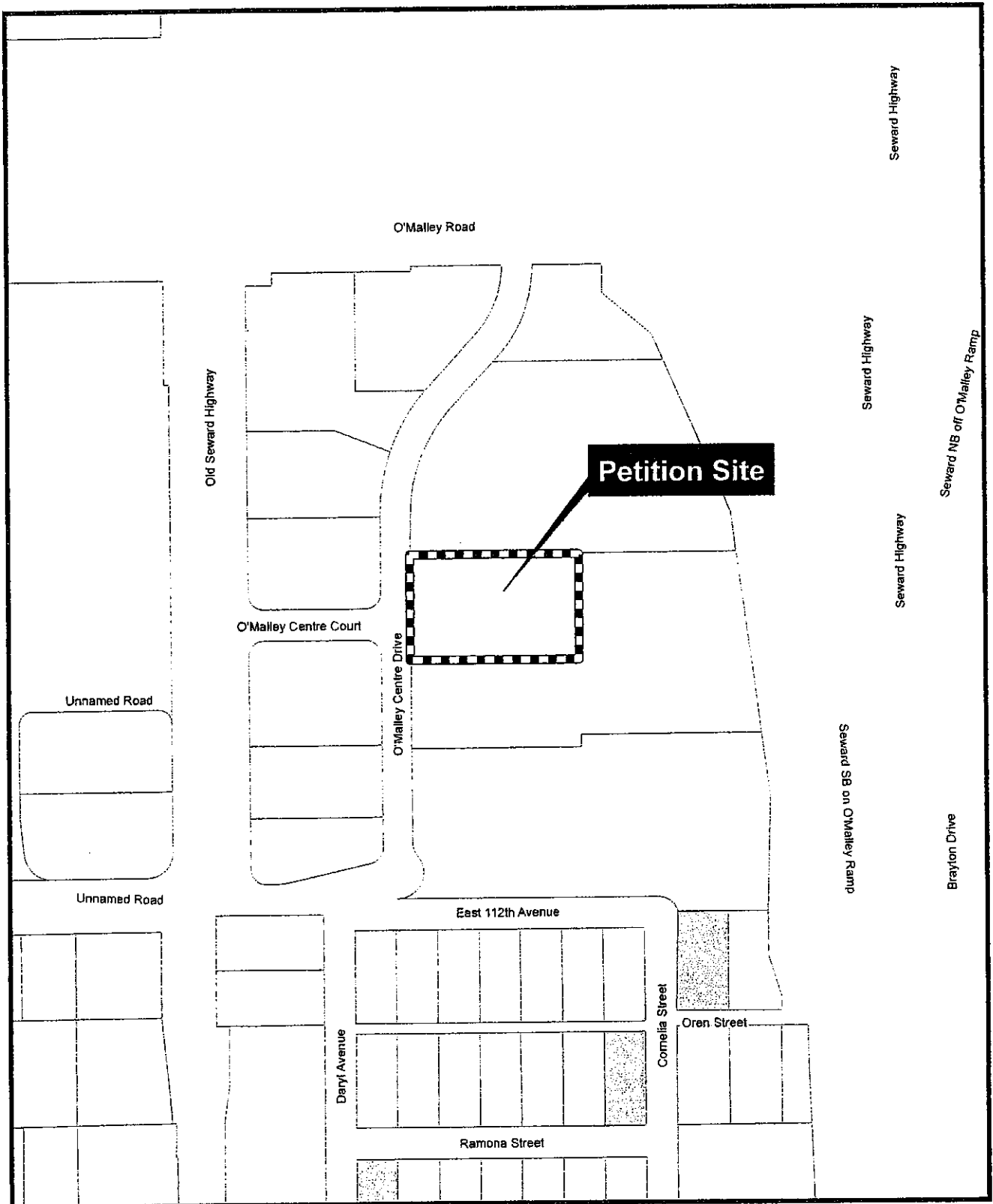
Municipality of Anchorage
Planning Department
September 27, 2010






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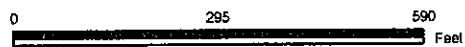


2010-127



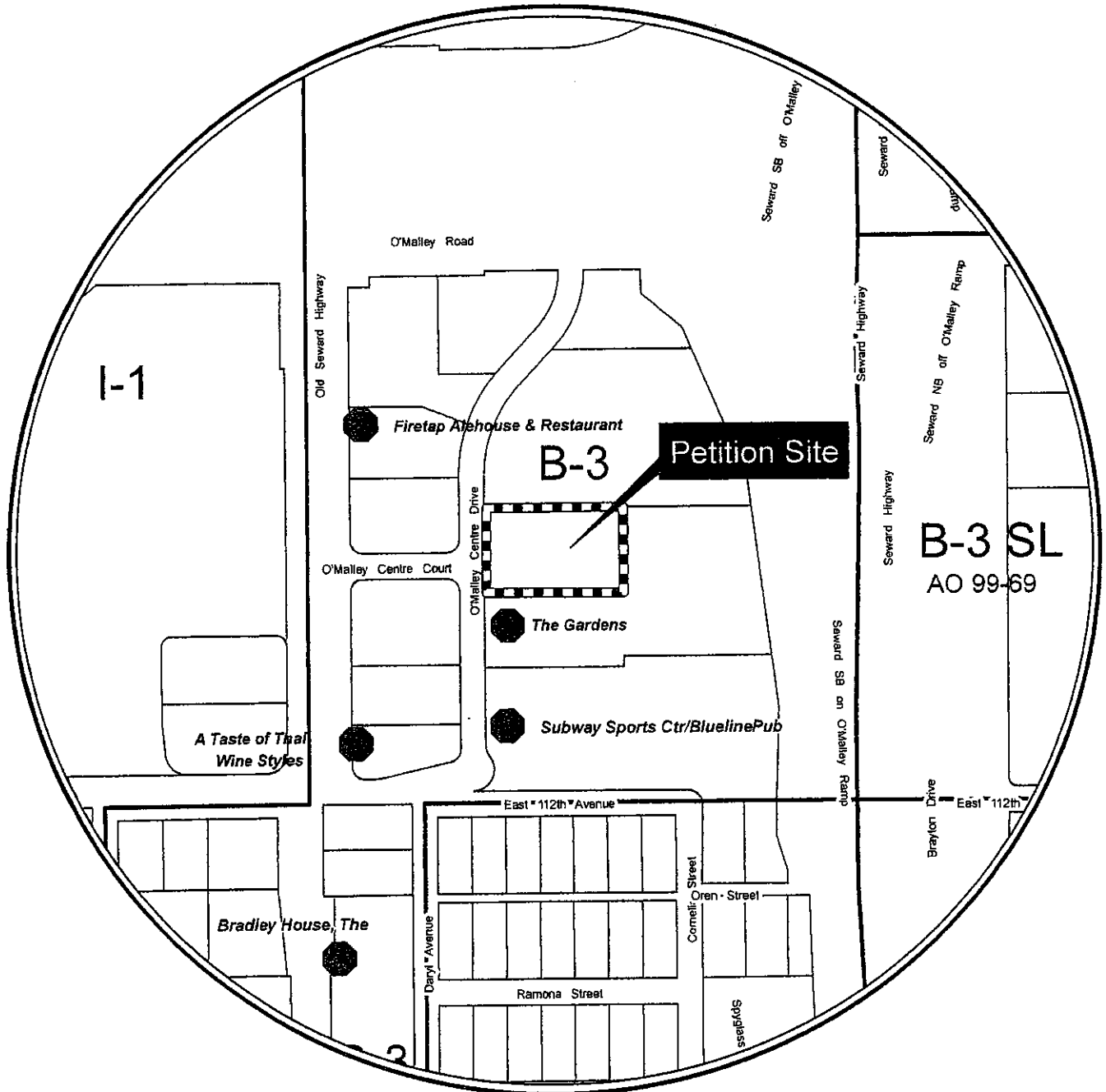
Municipality of Anchorage
Planning Department
Date: September 27, 2010

-  Mobile Home Park
-  Multi-Family
-  Single Family



2010-127

● EXISTING LIQUOR LICENSES WITHIN 1000'



Alcohol Existing License List Report

Case Number: 2010-127 Description: 1000'

Parcel Business Name	Parcel Owner Name Applicant Name	Parcel Owner Address Business Address	City Lic. Number	State Lic. Zone	Zip Lic. Type
✓ 01609126000 Firetap Alehouse & Restaurant	OLD SEWARD-O'MALLEY LLC O'Malley Alehouse & Pizza LLC	PO BOX 202845 10950 O'Malley Centre Drive	ANCHORAGE 4891	AK B3	99520 Beverage Dispensary
✓ 01609134000 Subway Sports Ctr/BlueLinePub	O'MALLEY ICE ARENA LLC O Malley Ice Arena LLC	11111 O'MALLEY CENTRE DRIVE 11111 O'Malley Centre Dr	ANCHORAGE 3968	AK B3	99515 Recreational Site
✓ 01609138000 The Gardens	OMALLEY GARDENS LLC O'Malley Gardens LLC	11051 O'MALLEY CENTRE DRIVE 11051 O'Malley Centre Dr.	ANCHORAGE 4932	AK B3	99515 Recreational Site
✓ 01609141000 A Taste of Thai	HWS PROPERTIES LLC Alaska Taste of Thai LLC	PO BOX 112627 11109 Old Seward Hwy Ste #6	ANCHORAGE 2727	AK B3	99511 Restaurant/Eating Place
✓ 01609141000 Wine Styles	HWS PROPERTIES LLC Fifer LLC	PO BOX 112627 11109 Old Seward Hwy	ANCHORAGE 4732	AK B3	99511 Package Store
✓ 01612118000 Bradley House, The	BRADLEY KAZUKO Nakada Corporation	PO BOX 110003 11321 Old Seward Hwy	ANCHORAGE 814	AK B3	99511 Beverage Dispensary

Distance 1000'

Mon Sep 27, 10:33:12, 2010

Map: Parcels--Basic Layers



Scale 1:6000

Legend:



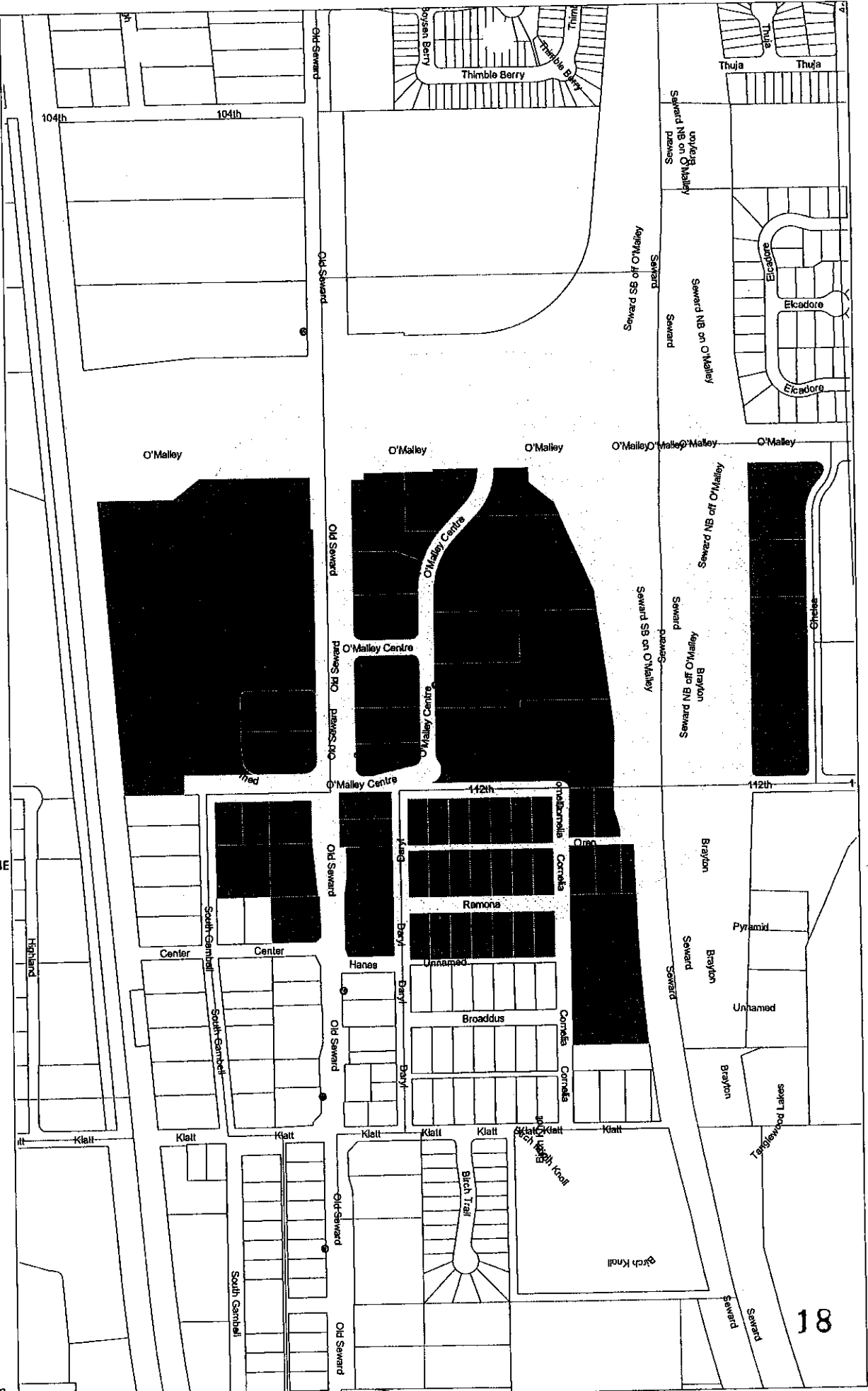
ALCOHOL



STREET_NAME

ZONING

PARCELS



Alcohol Church and School List Report

Case Number: 2010-127

Description: 200'

Parcel	Parcel Owner Name	Parcel Site Address	Description
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Distance 200'

Mon Sep 27, 10:26:39, 2010

Map: Parcels--Basic Layers



Scale 1:6000

Legend:



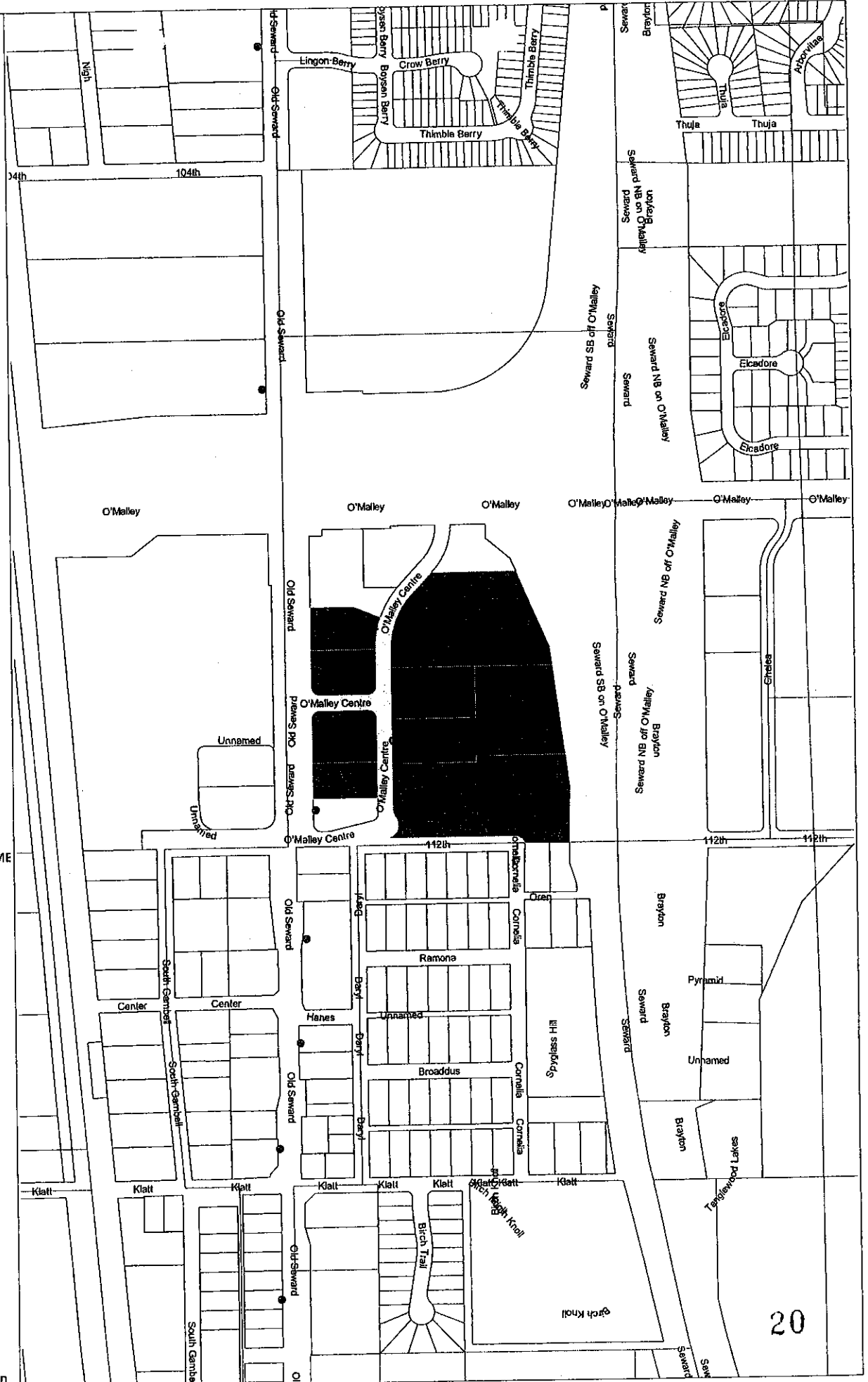
ALCOHOL

Txt

STREET_NAME

ZONING

PARCELS



2

APPLICATION

Application for Conditional Use Retail Sale Alcoholic Beverages

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

Please fill in the information asked for below.

PETITIONER*		PETITIONER REPRESENTATIVE (IF ANY)	
Name (last name first) The Alaska Club Inc.		Name (last name first) Read Jeffrey	
Mailing Address 5201 E. Tudor Road Anchorage, Alaska 99507		Mailing Address 11001 O'Malley Centre Drive Ste 103 Anchorage, Alaska 99515	
Contact Phone: Day: Night:		Contact Phone: Day: 365-7304 Night: 244-3870	
FAX:		FAX: 344-5318	
E-mail:		E-mail: Jread@thealaskacub.com	

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

PROPERTY INFORMATION		
Property Tax #(000-000-00-000):	016-091-39-002	
Site Street Address:	11001 O'Malley Centre Drive Ste 103, Anchorage, Alaska 99515	
Property Owner (if not the Petitioner):	The Alaska Club Partners LLC	
Current legal description: (use additional sheet in necessary)	UNIT Two (2) of the Platinum Building Condominium, as shown on the floor plans filed in the office of the Recorder for the Anchorage Recording District, Third Judicial District, State of Alaska, under Plat NO. 2006-47, And as identified in the Declaration recorded May 30, 2006 under Serial NO. 2006.035279.0	
Zoning:	B-3	Acreeage: Grid # 2632

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 checked="" type="checkbox"/> Recreational	<input type="checkbox"/> Other (Please explain):
<input type="checkbox"/> Package Store	<input type="checkbox"/> Restaurant	
Is the proposed license: <input checked="" type="checkbox"/> New <input 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.

9-24-10	Robert Brewster
Date	Signature (Agents must provide written proof of authorization)

Approved by: MA	Poster & Affidavit: 3-YES	Fee: 4100	Case Number: 2010-127
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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.

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Date Signature

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

FACILITY OPERATIONAL INFORMATION

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

The Alaska Club - The Summit

What is the gross leaseable floor space in square feet?

15,646

What is the facility occupant capacity?

Lounge = 100 Total Facility = 586

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

0

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

Appx 50

What will be the normal business hours of operation?

Summer - 5AM - 10PM M-F, S/S 8AM - 7PM Winter - 5AM - 10PM M-F, S/S 8AM - 8PM.

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

Summer - 11AM - 9PM M-F, S/S 11AM - 6PM Winter 11AM - 9PM M-F, S/S 11AM - 7PM.

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

35 % Alcoholic beverage sales

65 % 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
<i>N/A</i>	

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

CONDITIONAL USE STANDARDS *SEE ATTACHED*

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.

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

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.

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.	See Attached
2. The demand for and availability of public services and facilities.	
3. Noise, air, water or other forms of environmental pollution.	
4. The maintenance of compatible and efficient development patterns and land use intensities.	

STANDARDS CHAPTER 10.50 ALCOHOLIC BEVERAGES
In the exercise of its powers and under AS 04.11.480 and 15 AAC 104.145 to protest issue, renewal and transfer or alcoholic beverage licenses within the Municipality of Anchorage, the Assembly shall consider whether the proposed license meets each and every factor and standard set forth below.

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

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

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

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?

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

26

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? *Desk Staff, Servers, Supervisors, And General Managers.*

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

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

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

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

inside facility: *See Attached*

outside facility:

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

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

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

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

Additional space if needed.

Conditional Use Standards (page 4 & 5 of the Application for Conditional Use Retail Sale Alcoholic Beverages):

The Alaska Club Summit location opened to the public on June 1st 2006. This club was designed to be the most upscale in the state providing members only integrated complex of health and fitness facilities.

The Summit is a member's only facility and provides services to persons 21 years of age or over. The Summit does not have any services for children. Members must either check in at the front desk or use a hand scanner linked to their membership authorizing them access to our facility. Proper ID with picture is required for access and will be required prior to serving alcoholic beverages'.

The addition of a Beer and Wine license should not have an impact on the general public since we will not be opening our doors to the public – non members. Pedestrian and vehicular traffic and safety standards will not change as we do not expect an increase in either traffic or pedestrians. Noise standards will not be violated as most events take place inside the facility and are during normal business hours. The idea of a beer and wine license is to provide our members with the additional benefit of enjoying beer and wine while view sporting events on our big screen, after special events such as fitness/aerobic classes or other special events throughout the year. Summit members often use our common areas to conduct small business meetings or use wireless services in a quiet environment and have stated the interest of having beer and wine available.

We will continue to offer our members nutritional snack foods and beverages. We will be increasing our food offering to include finger foods, sandwiches, soups and salads.

All staff serving beer and wine will be at least 21 years of age and will have the required training and certifications.

All beer and wine inventories will be kept in a secured area.

Public Safety: (page 6 of Application for Conditional Use Retail Sale Alcoholic Beverages)

INSIDE THE FACILITY:

Staff with responsibilities involving beer and wine will be required to have the proper training and certification such as "Liquor Server Awareness Training Program" and/or alcohol management training T.A.M.

There are security cameras in several areas inside the facility including the areas proposed for beer and wine consumption and storage.

Proper signage will be posted as required by Municipality and State code.

The Alaska Club Network is a Smoke Free campus. The Alaska Club's Employee Handbook - Policy #504 and states the following: "In keeping with The Alaska Clubs intent to provide a safe and healthful environment, smoking and all use of tobacco products is prohibited throughout The Alaska Club premises, at any time. The non tolerance smoking policy is also in our Member Handbook.

Minors are not allowed in the facility as The Summit location is a 21 and over establishment. All patrons are required to pass by the front desk as they enter the facility and are also required to scan their membership card. Members are required to have their picture taken and at time of purchasing a membership. When entering and scanning membership cards the members picture is displayed on a monitor for the employees to ensure the person scanning in is the same person on the membership.

Guests of Members are also required to sign a waiver at the desk upon entering and produce a picture ID.

The Alaska Club will provide additional training to employees as it relates to ensuring safety of all patrons and guests. This training will include however is not limited to making sure employees are on the alert for any potential problems such as unruliness etc. and understand what steps are necessary to protect the members, guests and employees.

OUTSIDE THE FACILITY:

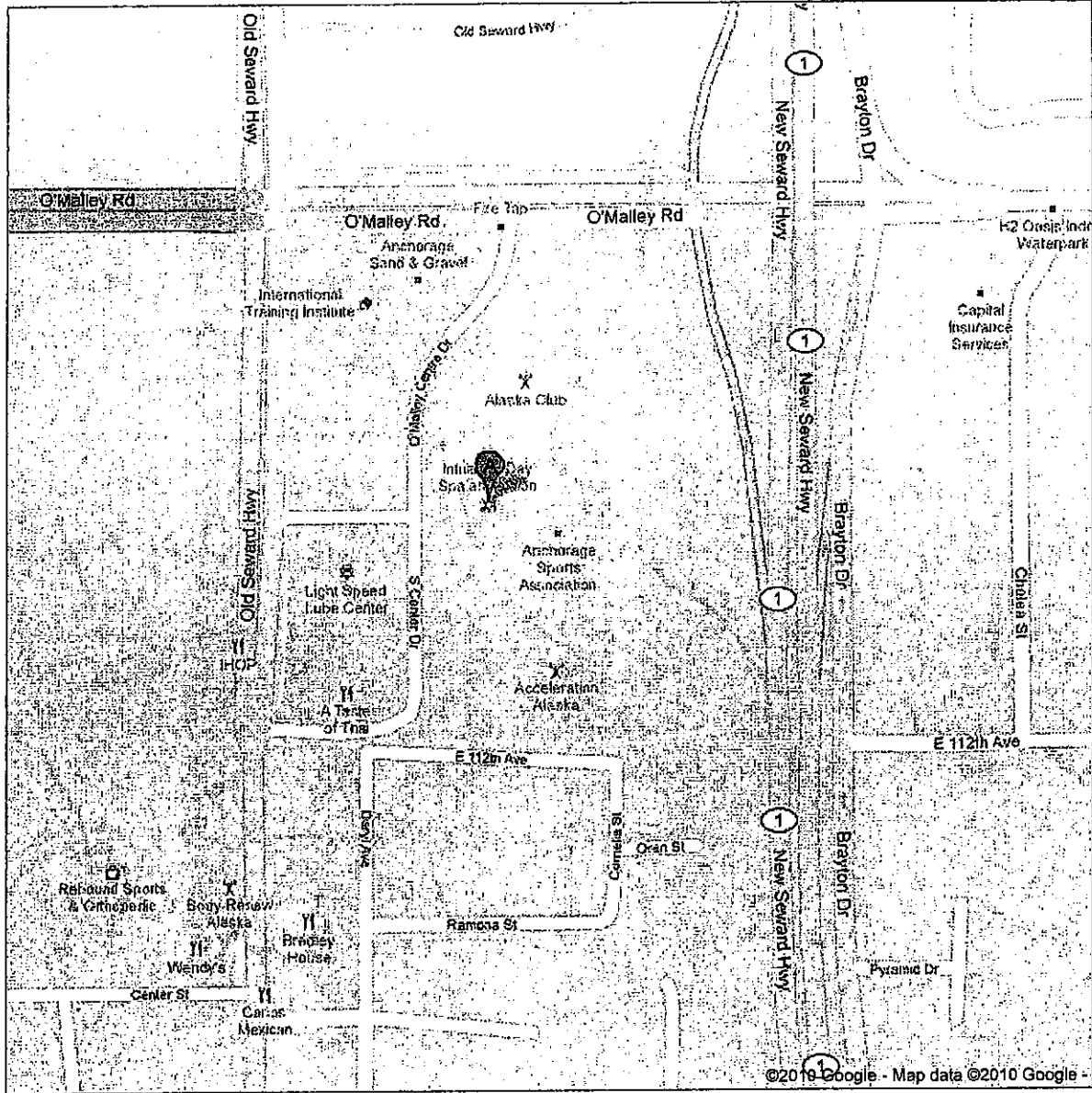
The Alaska Club will continue to maintain a clean and tidy parking lot including all access points to the facility. Snow contracts are in place as well as lot cleaning as needed. There are security cameras located in the parking lot that record from several different angles and locations within the parking area. There is also a clear view of the parking lot from within the facility.

Google maps

Address 11001 O'Malley Centre Dr
Anchorage, AK 99515

Get Google Maps on your phone

Text the word "GMAPS" to 466453



B-3 -- General Business District

The B-3 district is intended for general commercial uses in areas exposed to heavy automobile traffic. Most of the commercial property in Anchorage is zoned B-3. This district is governed by section 21.40.180 of the municipal code.

Zoning District	Dwelling Units	Lot Requirements			Yard Requirements				Building	Driveway	Landscaping
		Area	Width	Coverage	Front	Side	Rear	Usable	Height	Surface	Required
B-3	1+ ¹	6,000 square feet	50 feet	100%	10 feet	none ³	none ⁵	none	unrestricted ⁶	Paved	7
	Multiple-family ²	R-4 standards	R-4 std.	50% max.	10	5 feet ⁴	10	100 square feet per dwelling unit	unrestricted ⁶	Paved	Visual Enhancement
	Nonresidential	6,000 square feet	50 feet	100%	10	none ³	none ⁵	n/a	unrestricted ⁶	Paved	7

¹ Dwellings are permitted in commercial structures with a gross floor area not less than 5,000 square feet.

² Minimum density of 12 dwelling units per acre (maximum of 3,630 square feet of lot area per dwelling unit.)

³ If a side yard is provided, it must be at least 10 feet wide. If the property abuts a residential district, the minimum side yard is 10 feet.

⁴ Plus 1 additional foot for each 5 feet of building height over 35 feet.

⁵ If the property abuts a residential district, the minimum rear yard is 15 feet.

⁶ Except by Airport Height Zone regulations.

⁷ Buffer landscaping is required along lot lines abutting residential districts. Visual enhancement landscaping is required along the perimeter of driveways, parking and vehicle display areas (except adjacent to classified streets), and in all areas of the lot not occupied by authorized installations. Arterial landscaping is required along streets of class I, II and III in the Official Streets and Highways Plan.



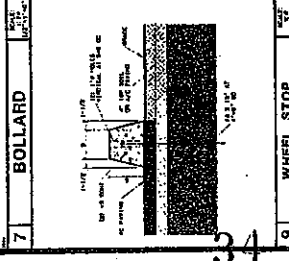
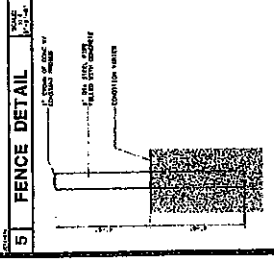
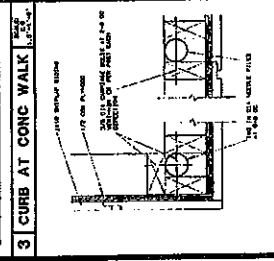
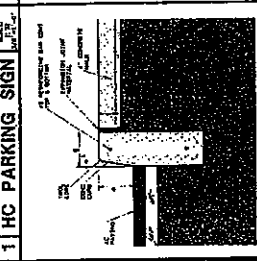
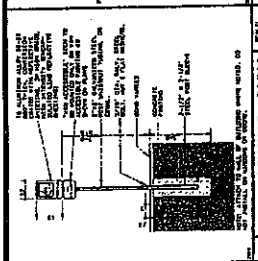
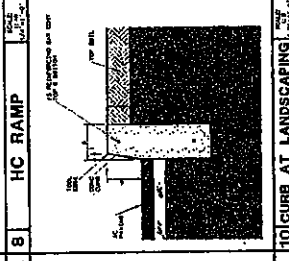
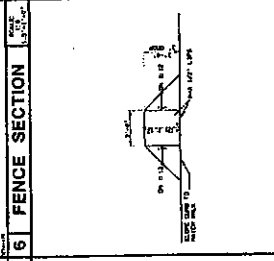
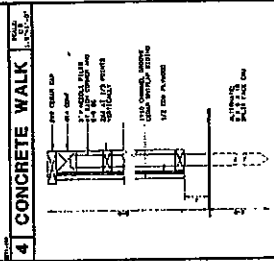
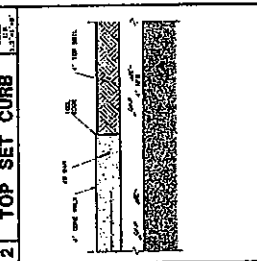
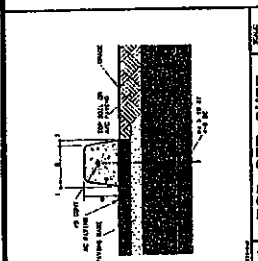
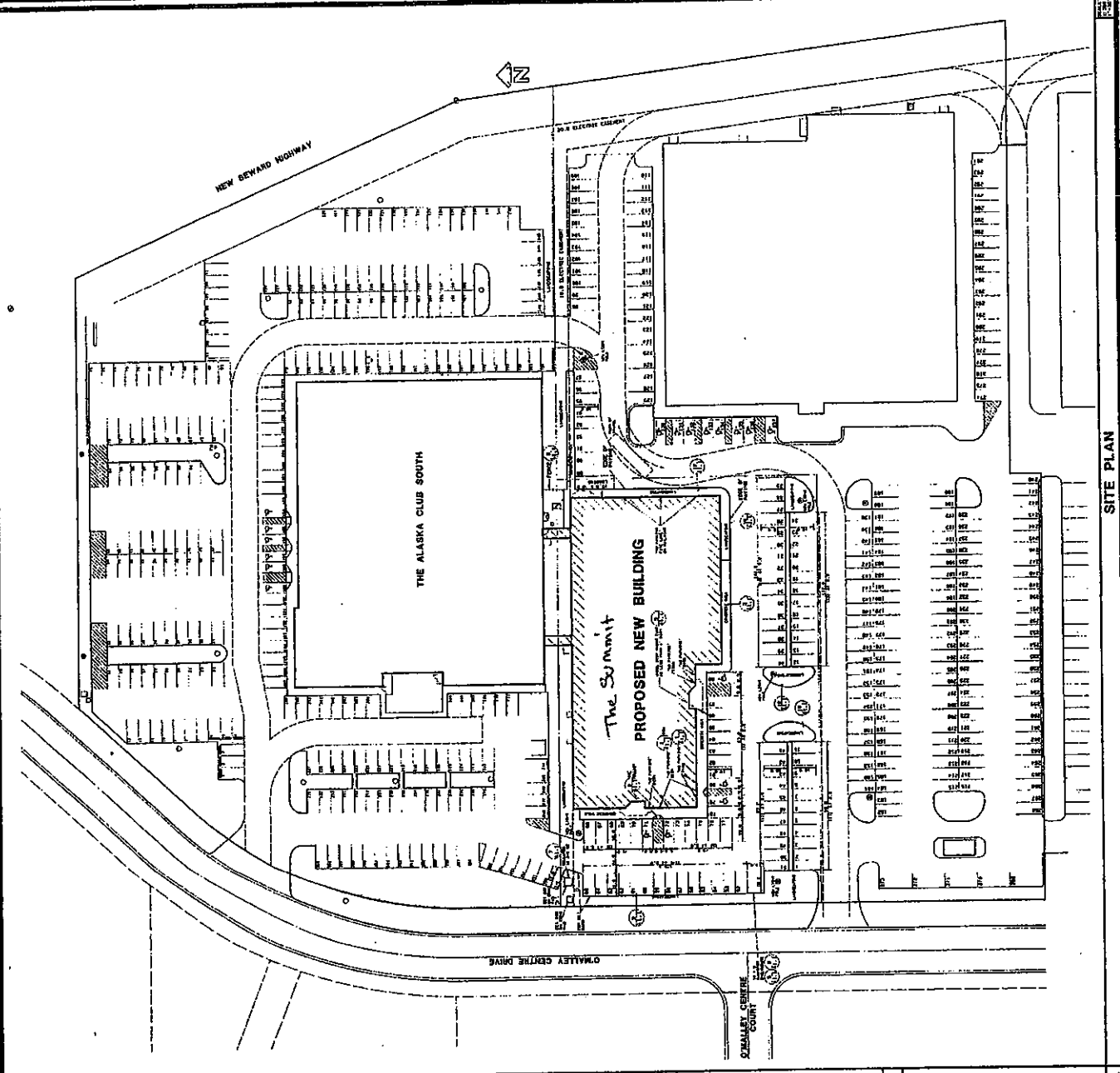
THE ALASKA CLUB

STRUCTURAL SHELL
MITAL

SITE PLAN
O'MALLEY PLATINUM BUILDING
A NEW OFFICE AND ATHLETIC CENTER BUILDING
ANCHORAGE, ALASKA
PREPARED FOR DEVELOPMENT MANAGERS

DON DWIGGINS ASSOCIATES
ARCHITECTS
1001 WEST 24TH AVE., ANCHORAGE, ALASKA 99503
WWW.DONDWIGGINS.COM (907) 274-1843

SITE PLAN
A1.1



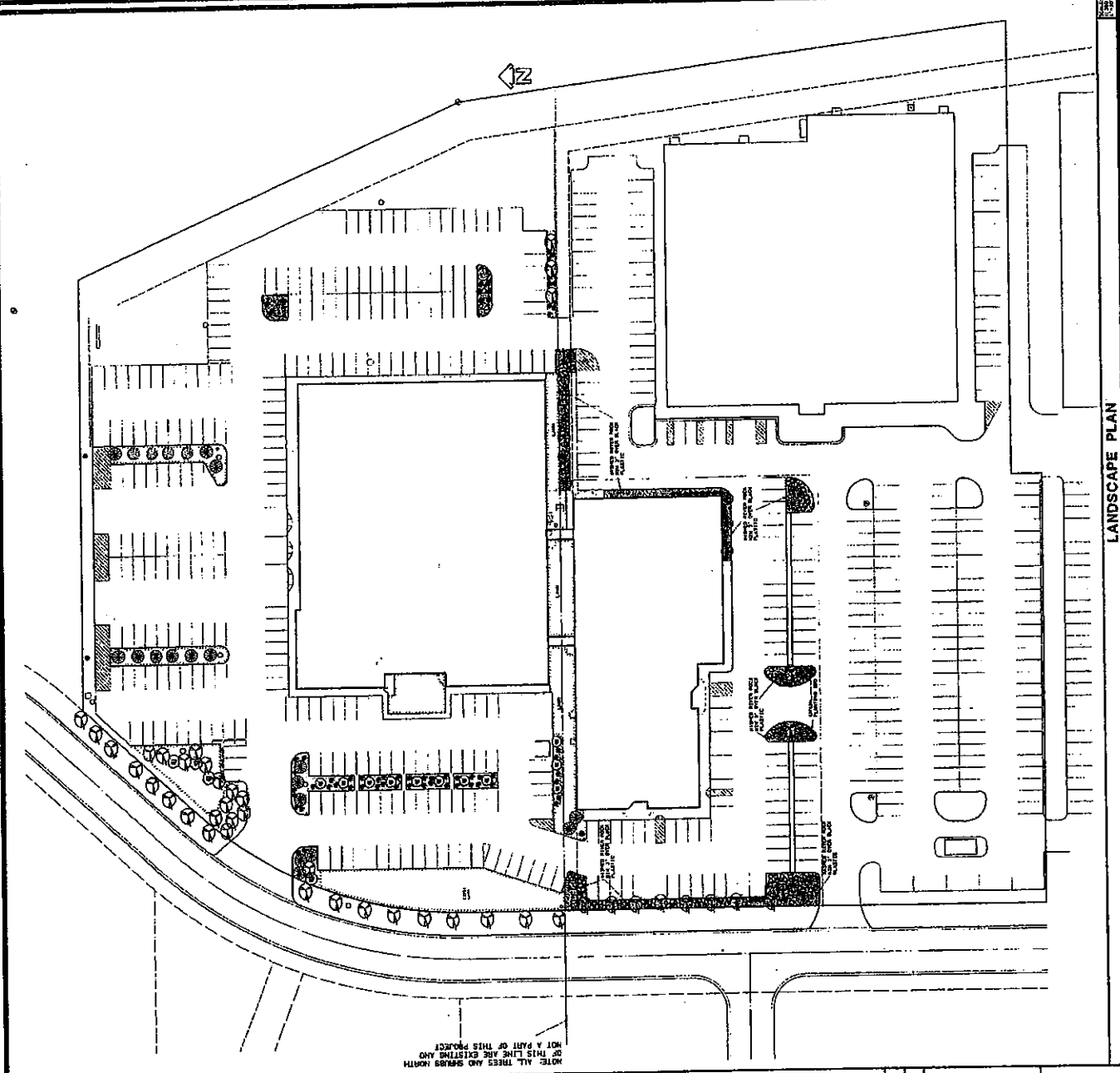


STRUCTURAL SHELL
MITTAL

LANDSCAPE PLAN
OMALLEY PLATINUM BUILDING
A NEW OFFICE AND ATHLETIC CENTER BUILDING
SMALLEY CENTER DRIVE, ANCHORAGE, ALASKA
PREPARED FOR DEVELOPMENT MANAGERS

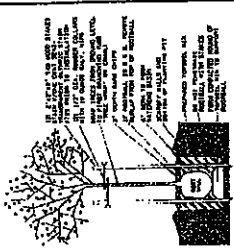
DON DWIGGINS ASSOCIATES
ARCHITECTS
1501 WEST 34TH AVE, ANCHORAGE, ALASKA 99503
WWW.DONDWIGGINS.COM (907) 774-1643

LANDSCAPE
A1.2

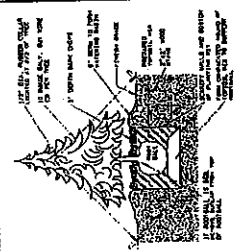


NOTE: ALL TREES AND SHRUBS NORTH OF THIS LINE ARE EXISTING AND NOT A PART OF THIS PROJECT

LANDSCAPE PLAN



1 TREE STAKING

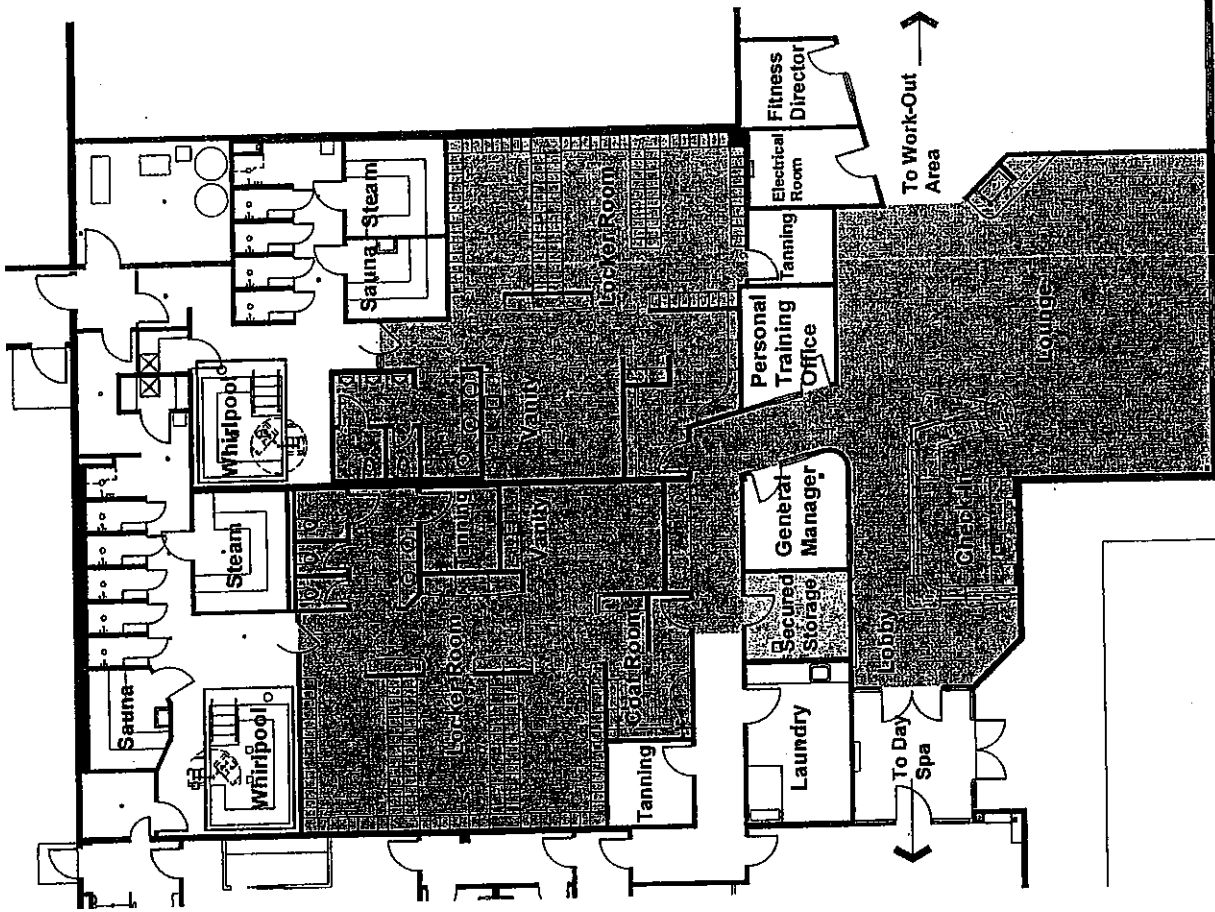



2 TREE STAKING


3	
4	
5	
6	
7	
8	

PLANT LIST		LEGEND	
NO.	DESCRIPTION	SYMBOL	NOTES
1	SPRING GREEN	(Symbol)	4" TOPBALL & BUSH
2	SPRING GREEN	(Symbol)	CONCRETE AND STRIP
3	SPRING GREEN	(Symbol)	EDGE OF WALK STRIP EACH SIDE
4	SPRING GREEN	(Symbol)	ANNUAL & PERENNIAL PLANTING BED
5	SPRING GREEN	(Symbol)	EXISTING TREES

The Alaska Club The Summit



 = 4,169 SF Proposed Permit Area

 = 98 SF Proposed Storage Area

COMMERCIAL LEASE

THIS LEASE AGREEMENT, made and entered into by and between **THE ALASKA CLUB PARTNERS LLC**, whose address is 5201 East Tudor Road, Anchorage, Alaska 99507, hereinafter referred to as "Landlord," and The Alaska Club, Inc. dba The Summit whose address is 5201 East Tudor Road, Anchorage, Alaska 99507, hereinafter referred to as "Tenant".

WITNESSETH:

1. PREMISES AND TERM. In consideration of the obligation of tenant to make payment as herein provided, and in consideration of the other terms, provisions and covenants hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord certain premises situated at 11001 O' Malley Centre Dr., Suite 103, Anchorage, Alaska, 99515, with the "leasehold premises" totaling approximately 19,178 square feet.

TO HAVE AND TO HOLD the same for a term of sixty (60) months commencing on July 1, 2010.

2. RENT. Tenant agrees to pay Landlord rent, without deduction or set off, for the first year of the lease term monthly installments of One Dollar (\$1.00). One such monthly installment shall be due and payable at the time of the execution of this Lease and a like monthly installment shall be due and payable without demand on or before the first day of each succeeding calendar month through the term of this Lease.

3. USE. The demised premises shall be used by Tenant only for the purpose of physical therapy and related services.

Tenant's use shall also include a reasonable amount of general, non-priority use of Landlord's Anchorage athletic club network and facilities (excluding the Summit Club facilities) provided the use is by a patient of Tenant under the direct supervision of an employee of Tenant. Use of Landlord's facilities at all other times by Tenant and/or Tenant's patients shall require club membership.

Tenant agrees to maintain the premises and adjacent parking area and driveways in a clean and orderly condition and to store any garbage or trash in covered containers inside the premises, or, if permitted by Landlord, in metal containers outside the premises at a location designated by Landlord. At the termination of this Agreement, Tenant shall leave the premises in a "broom clean" condition and in the same condition as at the commencement of this Lease, reasonable wear and tear excepted. Absent written consent by Landlord, Tenant agrees not to store in or about the premises any gasoline, distillates,

or other petroleum products or any other substance or material of an explosive, inflammable or radiological nature which may endanger any part of the premises or its occupants, business patrons or invitees, or present any unusual fire, explosion or other damaging or dangerous hazard, nor use acetylene torches on, in or about the premises. Tenant agrees to refrain from causing any objectionable odors or sounds; from causing any public or private nuisance or act or thing which may disturb the quiet enjoyment of any other tenants or adjacent landowners; from causing any obstructions of any type on the driveway and parking areas other than when in the process of loading or unloading and in the parking of vehicles in the locations designated by Landlord.

Tenant will not at any time, during the term of this Lease, carry any stock of goods or do anything in or about the premises which will in any way tend to increase the insurance rates upon the building of which the premises are a part nor shall any use be made or permitted of the premises or any part thereof, nor do any acts which will violate, make inoperative, or increase the existing rate of any insurance policy at any time held by or in any way for the benefit of Landlord pursuant to any provisions of this Lease. Tenant agrees to pay to the Landlord forthwith upon demand the amount of any increase in premiums for insurance that may be charged during the term of this Lease in the amount of insurance to be carried by Landlord on the premises resulting from the foregoing or from Tenant doing any act in or about said premises which does so increase the insurance rates, whether or not the Landlord shall have consented to such act on the part of Tenant. If Tenant installs upon the premises any electrical equipment which constitutes an overload on the electrical lines of the premises, Tenant shall at its own expense make whatever charges are necessary to comply with the requirements of the insurance underwriters, any governmental authority having jurisdiction thereover and the Landlord, but nothing herein contained shall be deemed to constitute Landlord's consent to such overloading.

Tenant shall at its own cost and expense obtain any and all licenses and permits necessary for any such use. Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use of the premises, and shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of nuisances in, upon, or connected with the premises, all at Tenant's sole expense.

4. INDEPENDENT CONTRACTOR. Tenant's business use of the Premises is a separate independent business endeavor of Tenant. Tenant is an independent contractor and not an agent or representative of Landlord or any other business function performed on the adjoining and/or adjacent property which abuts the leasehold premises.

5. TAXES AND ASSESSMENTS.

(A) Landlord agrees to pay before they become delinquent all taxes (both general and special), assessments or governmental charges (hereinafter collectively

referred to as "taxes") lawfully levied or assessed against the premises or any part thereof for the taxable year in which this Lease commences hereinafter referred to as the "commencement year", and a like sum towards the payment of said taxes and assessments levied each and every year thereafter during the term of this Lease; provided, however, Landlord may, at its sole cost and expense (in its own name or in the name of both, as it may deem appropriate) dispute and contest the same, and in such case, such disputed item need not be paid until finally adjudged to be valid. At the conclusion of such contest, Landlord shall pay the items contested to the extent that they are held valid together with all items, court costs, interest and penalties relating thereto.

(B) Tenant shall pay all taxes, assessments, license fees and public charges levied upon its business operation, trade fixtures, leasehold improvements, merchandise and other personal property in or about the premises. In the event any such items of property are assessed with property of the Landlord, such assessment shall be equitably divided between Landlord and Tenant to the end that Tenant shall pay only its equitable proportion of such assessment.

(C) If at any time during the term of this Lease, the present method of taxation shall change so that in lieu of the whole or any part of any taxes, assessments, levies or charges levied, assessed or imposed on real estate or the improvements thereon there shall be levied, assessed or imposed on Landlord a capital levy or other tax directly on the rents received therefrom and/or a franchise tax, assessment, levy or charge measured by or based in whole or in part upon such rents for the present or any future building or buildings on the premises, then all such taxes, assessments, levies or charges, or the part hereof so measured or based, shall be deemed to be included within the term "taxes" for the purposes hereof.

6. LANDLORD'S REPAIRS. Landlord shall at his expense maintain only the roof, foundation, electrical, heating, plumbing systems and exterior walls of the building in good repair, reasonable wear and tear excepted, except for damage caused by Tenant.

Tenant shall immediately give Landlord written notice of defect or need for repairs, after which Landlord shall have reasonable opportunity to repair same or cure such defect. Landlord's liability hereunder shall be limited to the cost of such repairs or curing such defects.

7. TENANT'S REPAIRS. Tenant shall at its own cost and expense maintain and repair or replace all of the interior of the leasehold premises, including but not limited to windows, glass and plate glass, all window sash, casement or frames, doors, pedestrian and overhead, door frames, locks and closing devices, any special signage, interior walls, finish work and insulation, floors and floor covering and lighting fixtures.

8. ALTERATIONS. Tenant shall not make any alterations, additions, or improvements to the premises without the prior written consent of Landlord. In no event shall Tenant make or cause to be made any penetration through the roof of the premises, erect or increase the size of any mezzanine, or make any changes to the water, sewer, electrical, or gas systems without the written consent of the Landlord. At the termination of this Lease, Tenant shall, if Landlord so elects, remove all alterations, additions and partitions erected by Tenant and restore the premises to their original condition; otherwise such improvements shall be delivered up to the Landlord with the premises. All shelves, blinds, machinery and trade fixtures installed by Tenant may be removed by Tenant at the termination of this Lease if Tenant so elects, and shall be removed if required by Landlord. All such removals and restoration shall be accomplished in a good and workmanlike manner so as not to damage the primary structure or premises.

9. SIGNS. Tenant shall have the right to install signs upon the exterior of said building and at or on the leasehold premises (e.g. on windows) only when first approved in writing by Landlord and subject to any applicable governmental laws, ordinance, regulations and other requirements. Tenant shall not place graphics or paint on the exterior of the building, nor place awnings, marquees, or other structures without the written consent of the Landlord. Tenant shall remove all such signs at the termination of this Lease. Such installations and removals shall be made in such manner as to avoid injury or defacement of the building and other improvements.

10. INSPECTION. Landlord and Landlord's agents and representatives shall have the right to enter and inspect the premises at any time during reasonable business hours, for the purpose of ascertaining the condition of the premises or in order to make such repairs as may be required to be made by the building owners under the terms of this Lease. During the period that is six (6) months prior to the end of the term hereof, Landlord and Landlord's agents and representative shall have the right to enter the premises at any time during reasonable business hours for the purpose of showing the premises and shall have the right to erect on the premises a suitable sign indicating the premises are available.

11. UTILITIES. Tenant agrees, at its own cost and expense, to pay for all heat and electric current used by the Tenant on the premises.

Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility service being furnished the premises. No such failure or interruption shall entitle Tenant to terminate this Lease.

12. ASSIGNMENT AND SUBLETTING. Tenant shall not have the right to assign this Lease or to sublet the whole or any part of the premises without the prior written consent of Landlord. Landlord and Tenant recognize and agree that Tenant is offering a personal professional service and that Tenant has no guaranteed right of assignment or sublease. Notwithstanding any permitted assignment or subletting, Tenant shall at all times remain fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease. Upon the occurrence of an "event of default" as hereinafter defined, if the premises or any part thereof are then assigned or sublet, Landlord, in addition to any other remedies herein provided, or provided by law, may at its option collect directly from such assignee or subtenant all rents becoming due to Tenant under such assignment or sublease and apply such rent against any sums due to it by Tenant hereunder, and so such collection shall not be construed to constitute a novation or a release of Tenant from the further performance of its obligations hereunder. Landlord shall have the right to assign any of its rights under this Lease.

13. FIRE AND CASUALTY DAMAGE.

(A) If the buildings situated on the premises should be damaged or destroyed by fire or other casualty, Tenant shall give immediate written notice thereof to Landlord.

(B) If the buildings situated on the premises should be totally destroyed by fire or other casualty, or if they should be so damaged that rebuilding or repairs cannot be completed within thirty (30) days after the date upon which Landlord is notified by Tenant of such damage, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective upon the date of the occurrence of such damage.

(C) If the buildings situated on the premises should be damaged by fire or other casualty, but only to such extent that rebuilding or repairs can be completed within thirty (30) days after the date upon which Landlord is notified by Tenant of such damage, this Lease shall not terminate, but Landlord shall at its sole cost and expense proceed with reasonable diligence to rebuild and repair such buildings, to substantially the condition in which they existed prior to such damage, except that Landlord shall not be required to rebuild, repair or replace any part of the partitions, fixtures and other improvements which may have been placed on the premises by Tenant. If the premises are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall be reduced to such extent as may be fair and reasonable under all of the circumstances. In the event that Landlord should fail to complete such repairs and rebuilding within thirty (30) days after the date upon which Landlord is notified by Tenant of such damage, Tenant may at its option terminate this Lease by delivering written notice of termination to Landlord as Tenant's exclusive remedy, whereupon all rights and obligations hereunder shall cease and determine.

(D) Notwithstanding anything herein to the contrary, in the event the holder of any indebtedness secured by a mortgage or deed of trust covering the premises requires that the insurance proceeds be applied to such indebtedness, then Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant, whereupon all rights and obligations hereunder shall cease. Upon such a cessation event, Landlord and Tenant shall promptly (within thirty (30) days) meet and do a final accounting of credits and/or debits due each other under this lease agreement.

(E) Any insurance which may be carried by Landlord or Tenant against loss or damage to the buildings and other improvements situated on the premises shall be for the sole benefit of the party carrying such insurance and under its sole control.

(F) Landlord and Tenant hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them by any of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage casualties covered by the insurance maintained hereunder, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releasor's policies shall contain a clause or endorsement to the effect that any release shall not adversely affect or impair such policies or prejudice the right of the releasor to recover thereunder. Each of Landlord and Tenant agrees that it will request its insurance carriers to include in its policies such a clause or endorsement. If extra cost shall be charged therefore, each party shall advise the other thereof and of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so.

(G) Landlord covenants and agrees to maintain standard fire and extended coverage insurance covering the premises in an amount not less than eighty per cent (80%) of the replacement cost thereof.

(H) Tenant shall maintain in full force on all of its fixtures and equipment in the leased premises, a policy or policies of fire and extended coverage insurance to the extent of at least eighty percent (80%) of their insurable value. During the lease term, the proceeds from any such policy or policies of insurance shall be used for the repair and replacement of fixtures and equipment so insured. Landlord shall have no interest in the insurance upon Tenant's equipment and fixture and will sign all documents necessary or proper in connection with the settlement of any claim or loss by Tenant.

14. LIABILITY. Landlord shall not be liable to Tenant or Tenant's employees, agents, patrons, or visitors, or to any other person whomever, for any injury to person or damage to property on or about the premises, caused by the negligence or misconduct of Tenant, its agents, servants or employees, or of any other person entering upon the premises under express or implied invitation of Tenant, or caused by the building and improvements located on the premises becoming out of repair, or due to any cause whatsoever, and Tenant agrees to indemnify Landlord and hold him harmless from any loss, expense or claims, including attorneys' fees, arising out of any such damage or injury, except that any injury to person or damage to property caused by the sole negligence of Landlord. Tenant shall procure and maintain throughout the term of this Lease a policy or policies of insurance at its sole cost and expense, insuring both Landlord and Tenant against all claims, demands or actions arising out of or in connection with Tenant's use or occupancy of the premises, or by the condition of the premises, the limits of such policy or policies to be in an amount not less than \$1,000,000 combined single limit with not less than 2,000,000 in the aggregate and to be written by insurance companies qualified to do business in the state in which the leasehold premises are located. Tenant shall furnish Landlord with a certificate of such policy and whenever required, shall satisfy Landlord that such policy is in full force and effect. Such policy shall name Landlord as an additional insured and shall be primary and non-contributing with and not in excess of any insurance carried by Landlord. The policy shall further provide that it shall not be canceled without thirty (30) days prior written notice to Landlord and renewals thereof as required shall be delivered to Landlord at least ten (10) days prior to the expiration of the respective policy terms.

15. CONDEMNATION.

(A) If the whole or any substantial part of the premises should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, this lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective when the physical taking of said premises shall occur.

(B) If less than a substantial part of the premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, this Lease shall not terminate, but the rent payable hereunder during the unexpired portion of this Lease shall be reduced to such extent as may be fair and reasonable under all of the circumstances.

(C) In the event of any such taking or private purchase in lieu thereof, Landlord and Tenant shall each be entitled to receive and retain such separate awards and/or portion of lump sum awards as may be allocated to their respective interests in any condemnation proceedings.

16. HOLDING OVER. Should Tenant, or any of its successors in interest, hold over the premises or any part thereof, after the expiration of the term of this Lease, unless otherwise agreed in writing, such holding over shall constitute and be construed as tenancy from month to month only, at a rental equal to the rental payable for the last month of the term of this lease plus twenty per cent (20%) of such amount. The inclusion of the preceding sentence shall not be construed as Landlord's permission for Tenant to hold over.

17. QUIET ENJOYMENT. Landlord represents and warrants that it has full right and authority to enter into this Lease and that Tenant, upon paying the rental herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the premise for the term hereof without hindrance or molestation from Landlord, subject to terms and provisions of this Lease.

18. EVENTS OF DEFAULT. The following events shall be deemed to be events of default by Tenant under this Lease.

(A) Tenant shall fail to pay any installment of the rent or the security deposit hereby reserved when due, and such failure shall continue for a period of ten (10) days from the date such installment was due.

(B) Tenant shall become insolvent, or shall make a transfer in fraud to creditors, or shall make an assignment for the benefit of creditors.

(C) Tenant shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder.

(D) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.

(E) Tenant shall desert or vacate any substantial portion of the premises.

(F) Tenant shall fail to comply with any term, provision or covenant of this Lease (other than the foregoing in this Paragraph 17), and shall not cure such failure within twenty (20) days after written notice thereof to Tenant.

19. REMEDIES. Upon the occurrence of any of such events of default described in above, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(A) Terminate this Lease, in which event Tenant shall immediately surrender the premises to Landlord, and if Tenant fails to do so Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the premises and expel or remove Tenant and any other person who may be occupying such premises or any part thereof, by force, if necessary, without being liable for prosecution or any claim of damages therefore and Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the premises on satisfactory terms or otherwise.

(B) Enter upon and take possession of the premises and expel or remove Tenant and any other person who may be occupying such premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefore and relet the premises and receive the rent therefore and Tenant agrees to pay to the Landlord on demand any deficiency that may arise by reason of such reletting.

(C) Enter upon the premises by force if necessary without being liable for prosecution of any claim for damages therefore and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any expenses which landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action, whether caused by negligence of Landlord or otherwise.

In the event of any entry in, or taking possession of, the leased premises as aforesaid, the Landlord shall have the right, but not the obligation, to remove from the leased premises all personal property located therein, and may store the same in any place selected by Landlord, including but not limited to a public warehouse, at the expense and risk of the owners thereof, and with the right to sell such stored property, without notice to Tenant. After it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Tenant to Landlord under any of the terms hereof, the balance, if any, to be paid to Tenant. Tenant hereby expresses consent for Landlord to re-enter in the event of default without resorting to the remedies provided in the unlawful detainer statutes.

In the event Tenant fails to pay any installment of rent hereunder as and when such installment is due, Tenant shall pay to Landlord on demand a late charge in an amount of Fifteen and No/100 Dollars (\$15.00) per day; and the failure to pay such amount within ten (10) days after demand therefore shall be an event of default hereunder. The provision for such late charge shall be in addition to all of Landlord's other rights and remedies hereunder or at Law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

Pursuit to any of the foregoing remedies shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages occurring to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. No waiver by Landlord or any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Landlord's acceptance of the payment of rental or other payments hereunder after the occurrence of an event of default shall not be construed as a waiver of such default, unless Landlord so notified Tenant in writing. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. If, on account of any breach or default by Tenant in Tenant's obligation under the terms and conditions of this Lease, it shall become necessary or appropriate for Landlord to employ or consult with an attorney concerning or to enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees to pay any reasonable attorney's fees. No act or thing done by the Landlord or its agents during the term hereby granted shall be deemed an acceptance of the surrender of the premises, and no agreement to accept a surrender of said premises shall be valid unless in writing signed by Landlord. The receipt by Landlord of rent with knowledge of the breach of any covenant or other provision contained in this Lease shall not be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants contained herein.

20. LANDLORD'S LIEN. In addition to any statutory lien for rent in Landlord's favor, Landlord shall have and Tenant hereby grants to Landlord a continuing security interest for all rentals and other sums of money becoming due hereunder from Tenant upon all goods, wares, equipment, fixtures, furniture, inventory, accounts, contract right, chattel paper and other personal property of Tenant situated on the premises, and such property shall not be removed therefrom without the consent of Landlord until arrearages in rent as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged. In the event of a default under this Lease, Landlord shall have, in addition to any other remedies herein or by law, all rights and remedies under the Uniform Commercial Code, including without limitation the right to sell the property described in this paragraph 18 at public or private

sale without notice to Tenant. Tenant hereby agrees to execute such financing statements and other instruments necessary or desirable in Landlord's discretion to perfect the security interest hereby created. Any statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto. Landlord understands that the lien provided by this paragraph may be subordinate to Tenant's business inventory and/or fixture financing.

21. MORTGAGES. Tenant accepts this Lease subject and subordinate to any mortgage(s) and/or deed(s) of trust now or at any time hereafter constituting a lien or charge upon the premises or the improvements situated thereon. Tenant shall at any time hereafter on demand execute any instruments releases or other documents which may be required by any mortgagee for the purpose of subjecting and subordinating this Lease to the lien of any such mortgage. With respect to any mortgage(s) and/or deed(s) of trust at any time hereafter created which constitute a lien or charge upon the leased premises or the improvements situated thereon, Landlord at its sole option shall have the right to waive the applicability of this paragraph so that this Lease would not be subject and subordinate to such mortgage(s) or the deed(s) of trust.

22. LANDLORD'S DEFAULT. In the event Landlord should become in default in any payments due on any such mortgage described in Paragraph 21 hereof or in the payment of taxes or any other items which might become a lien upon the premises and which Tenant is not obligated to pay under the term and provisions of this Lease, Tenant is authorized and empowered after giving Landlord five (5) days' prior written notice of such default and Landlord fails to cure such default, to pay any such items for and on behalf of Landlord, and the amount of any item so paid by Tenant for or on behalf of Landlord, together with any interest on penalty required to be paid in connection therewith, shall be payable on demand by Landlord to Tenant; provided, however that Tenant shall not be authorized and empowered to make any payment under the terms of this Paragraph 21, unless the item paid shall be superior to Tenant's interest hereunder. In the event Tenant pays any mortgage debt in full, in accordance with this paragraph, it shall, at its election, be entitled to the mortgage security by assignment or subrogation.

23. MECHANIC'S LIENS. Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord in the premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to Tenant by this instrument. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the premises on which any lien is or can be validly and legally asserted against its leasehold interest in the premises or the improvements thereon and that it will save and hold Landlord

harmless from any and all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the rights, titles and interest of the Landlord in the premises or under the terms of this Lease.

24. NOTICES. Each provision of this instrument or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending mailing or delivery of any notice or the making of any payment by Landlord to Tenant or with reference to the sending, mailing or delivery of any notice or the making of any payment by Tenant to Landlord shall be deemed to be complied with when and if the following steps are taken:

(A) All rents and other payments required to be made by Tenant to Landlord hereunder shall be payable to Landlord at the address hereinbelow set forth or at such other address as Landlord may specify from time to time by written notice delivered in accordance herewith.

(B) All payments required to be made by Landlord to Tenant hereunder shall be payable to Tenant at the address hereinbelow set forth or at such other address as Tenant may specify from time to time by written notice delivered in accordance herewith.

(C) Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not, 72 hours after deposited in the United States Mail, postage prepaid, Certified or Registered Mail, addressed to the parties hereto at the respective addressee set forth below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

LANDLORD:
The Alaska Club Partners LLC
5201 E. Tudor Road
Anchorage, Alaska 99507

TENANT:
The Alaska Club Inc.
5201 East Tudor Road
Anchorage, AK 99507

If and when included within the term "Landlord", as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such notice specifying some individual at some specific address for the receipt of notices and payments to Landlord; if and when included within the term "Tenant", as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such notice specifying some individual at some specific address within the continental United States for the receipt of notices and payments to Tenant. All parties included within the terms "Landlord" and "Tenant", respectively, shall be bound by notices given in accordance with the provisions of this paragraph to the same effect as if each had received such notice.

25. MISCELLANEOUS.

(A) Time is of the essence of this Lease and all of the terms, provisions, covenants and conditions hereof.

(B) It is understood that there are no oral agreements between the parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease.

(C) Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

(D) The terms, provisions and covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise herein expressly provide

(E) The captions are inserted in this Lease for convenience only and in no way define, limit or describe the scope or intent of this Lease, or any provisions thereof, no in any way affect the interpretation of this Lease.

(F) Tenant agrees within ten (10) days after request by Landlord to deliver to Landlord, or Landlord's designee, an estoppel certificate stating that this Lease is in full force and effect, the date to which rent has been paid, the unexpired term of this Lease and such other matters pertaining to this Lease as may be reasonably requested by Landlord.

(G) This Lease may not be altered, changed or amended except by an instrument in writing signed by Landlord and Tenant.

(H) Tenant and Landlord agree that during the term of this lease they shall have the heat in the leased premises turned on and set at a minimum temperature of 55° during any cold weather where temperatures may drop below freezing.

If Tenant or Landlord fail to have the heat turned on in the leased premises, and because of this failure there is any damage whatsoever caused by the freezing of water pipes and/or equipment, then Tenant or Landlord shall be responsible to the other for any damage done.

26. RENEWAL OPTION. No less than ninety (90) days before the expiration of the rental term, Tenant may give Landlord notice of its desire to extend the lease for an

additional three (3) year term. Extension of the lease will be subject to the same terms and conditions set forth herein except that rent and insurance requirements may be renegotiated and are subject to mutual approval. If agreement cannot be reached, this lease will terminate according to its existing terms. Landlord will consider a second three (3) year extension if requested, subject to the same terms and conditions as set forth herein.

EXECUTED the 1 of July 2010.

LANDLORD:

THE ALASKA CLUB PARTNERS, LLC

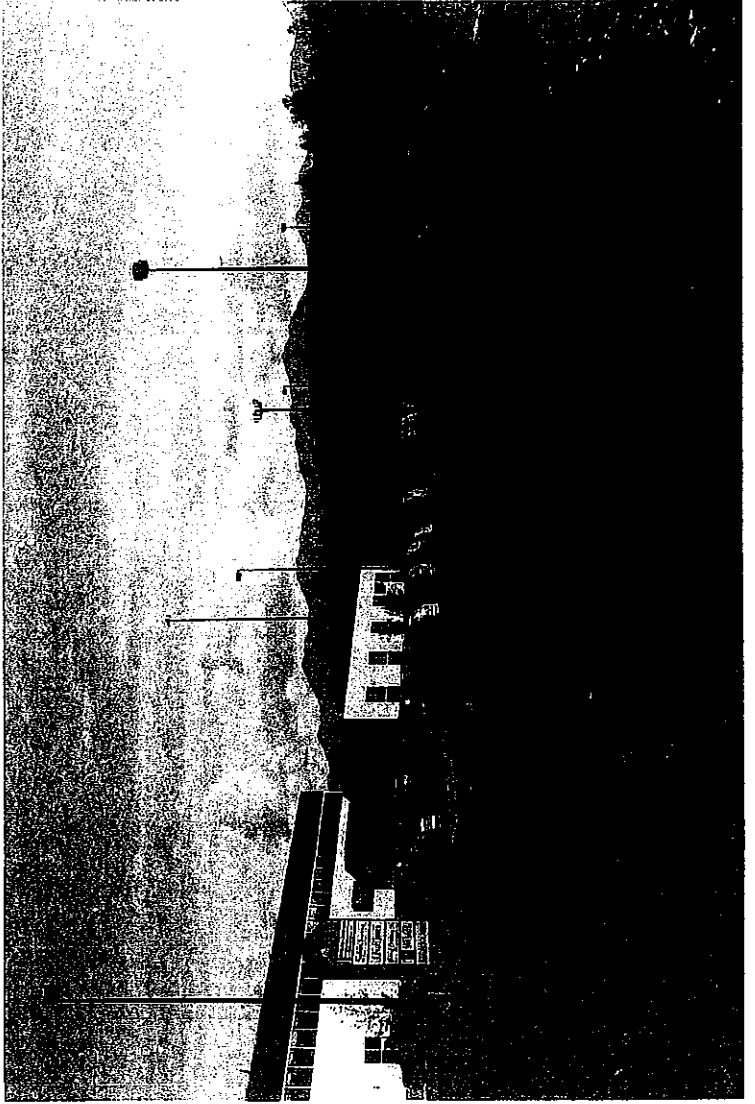
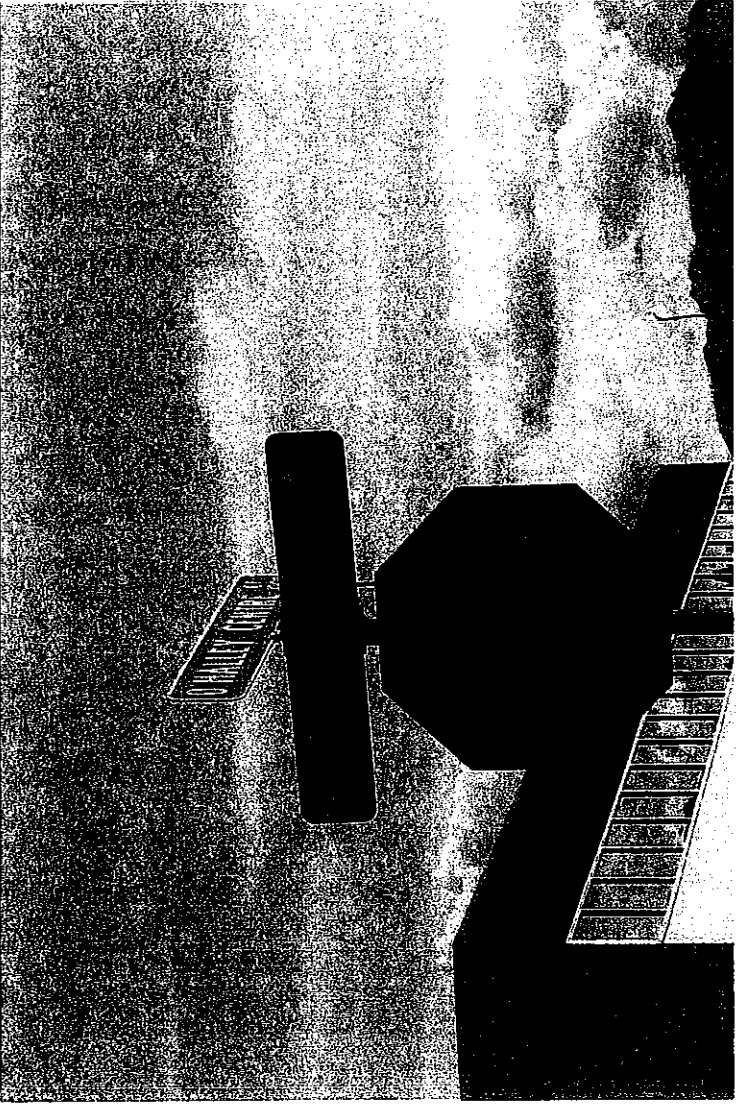
By: Robert Brewster
Its: President

TENANT:

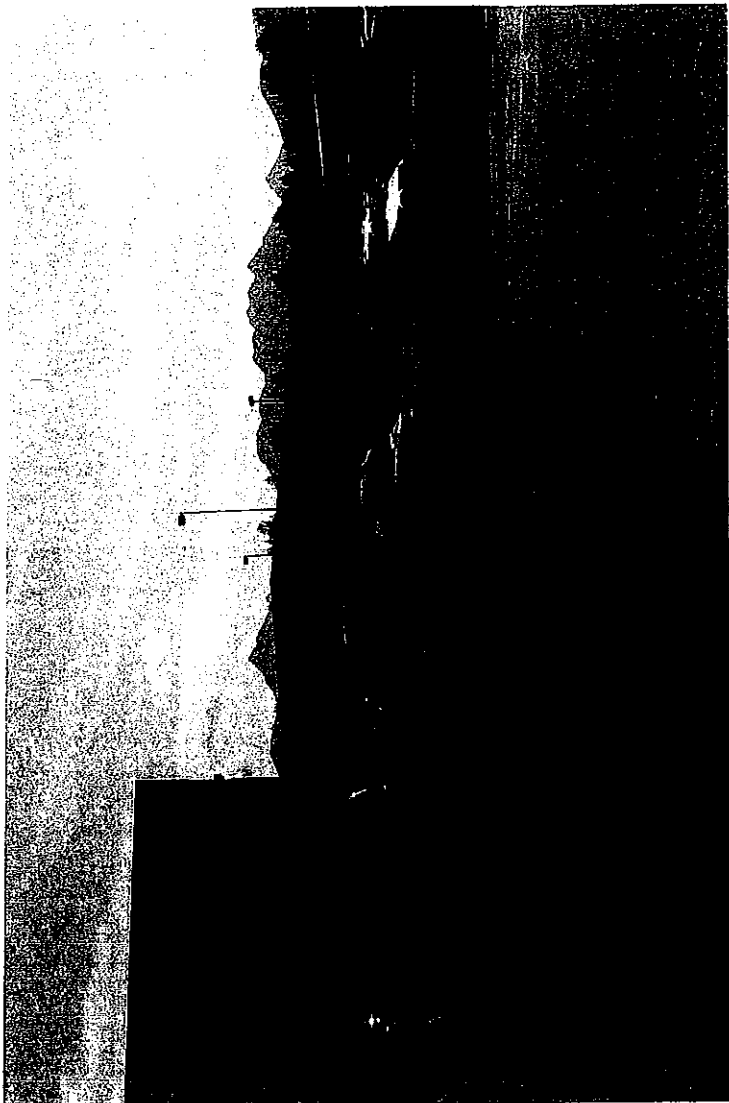
The Alaska Club, Inc. dba The Summit

By: John W. Mann
Its: Vice President Finance

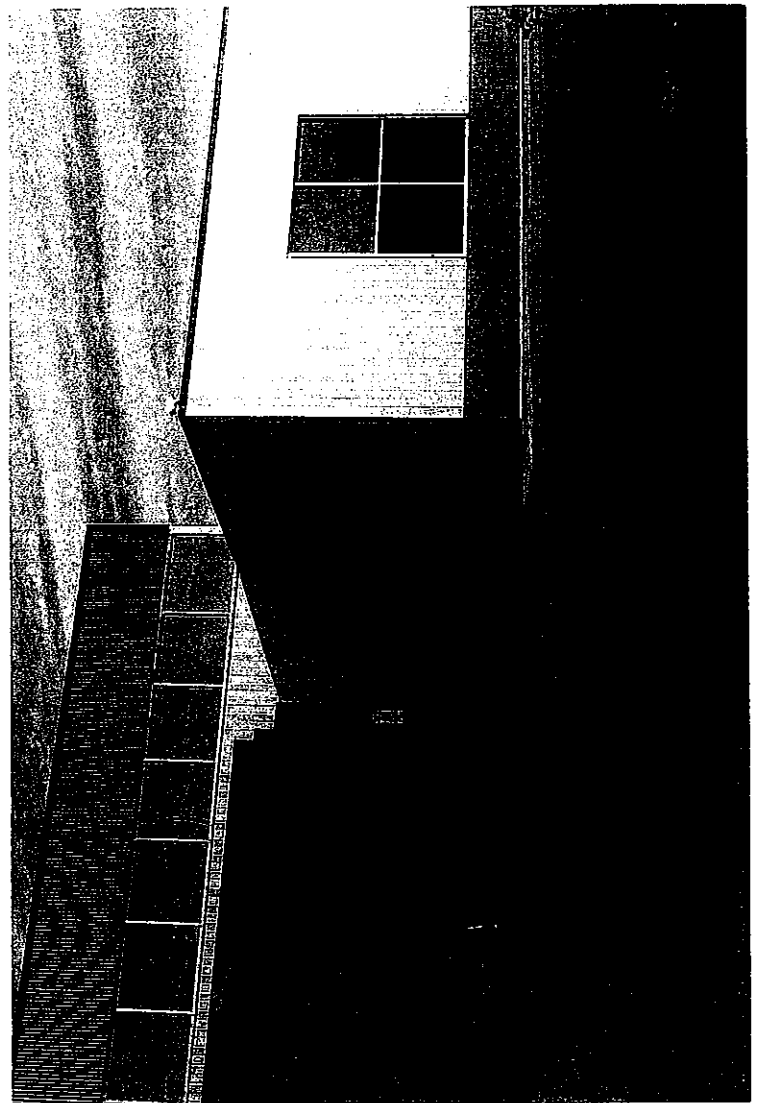
Looking East
From corner of
O'Malley Street &
9th Street, N.W.



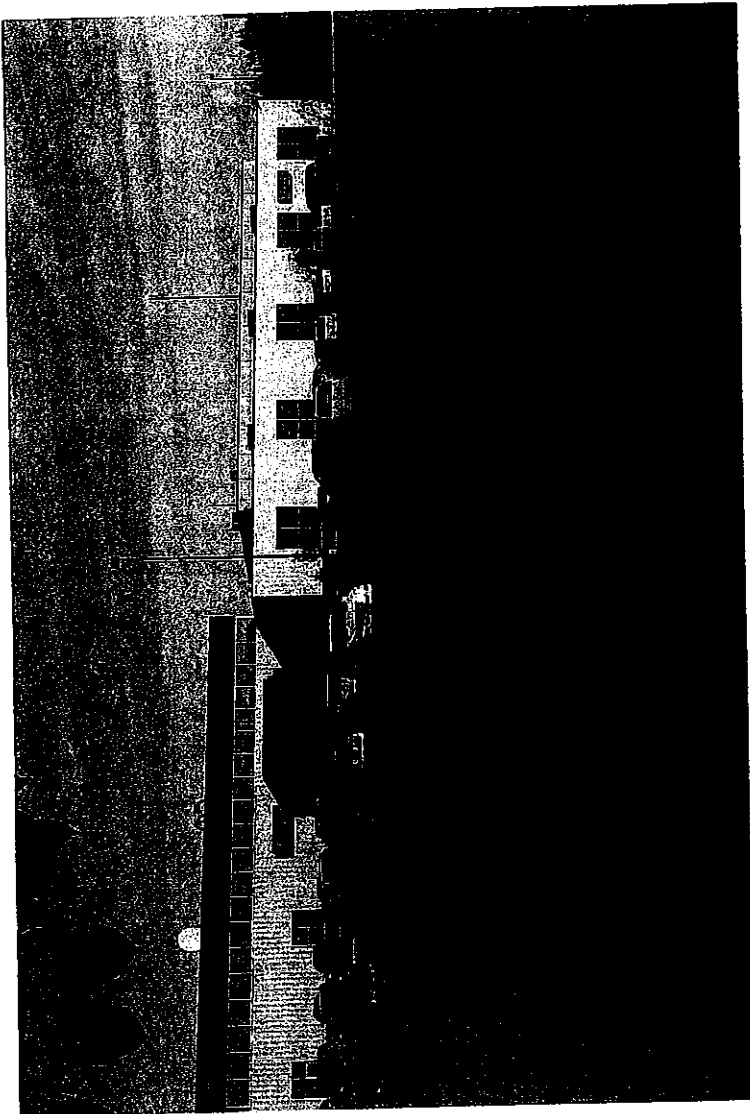
Looking East
from O'Leary Center Dr.



Main Entrance to
The Summit

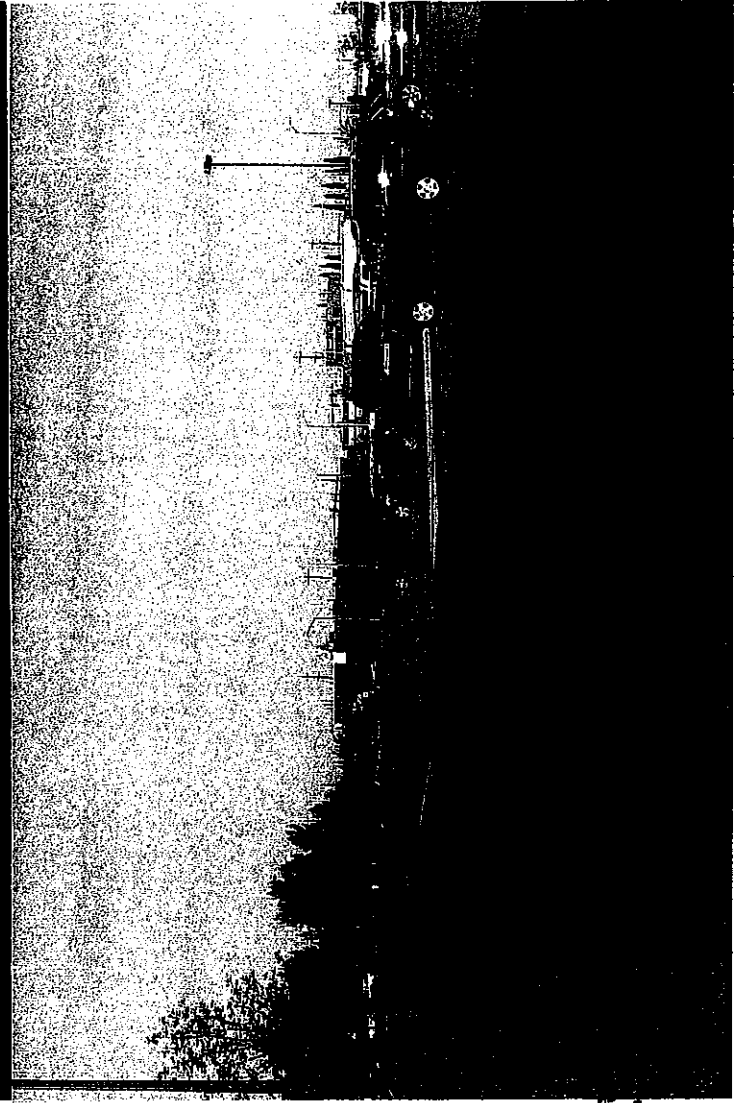


Front of The Summit

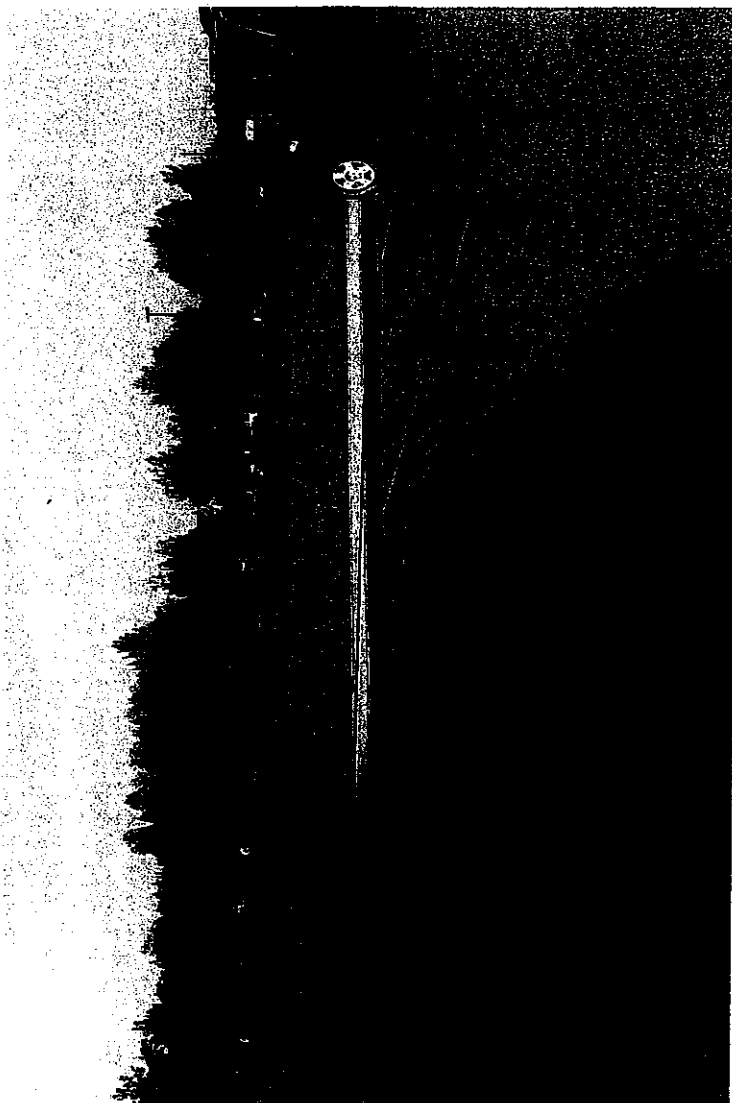


Front of the building
located at 1000
Dwight Avenue DC.

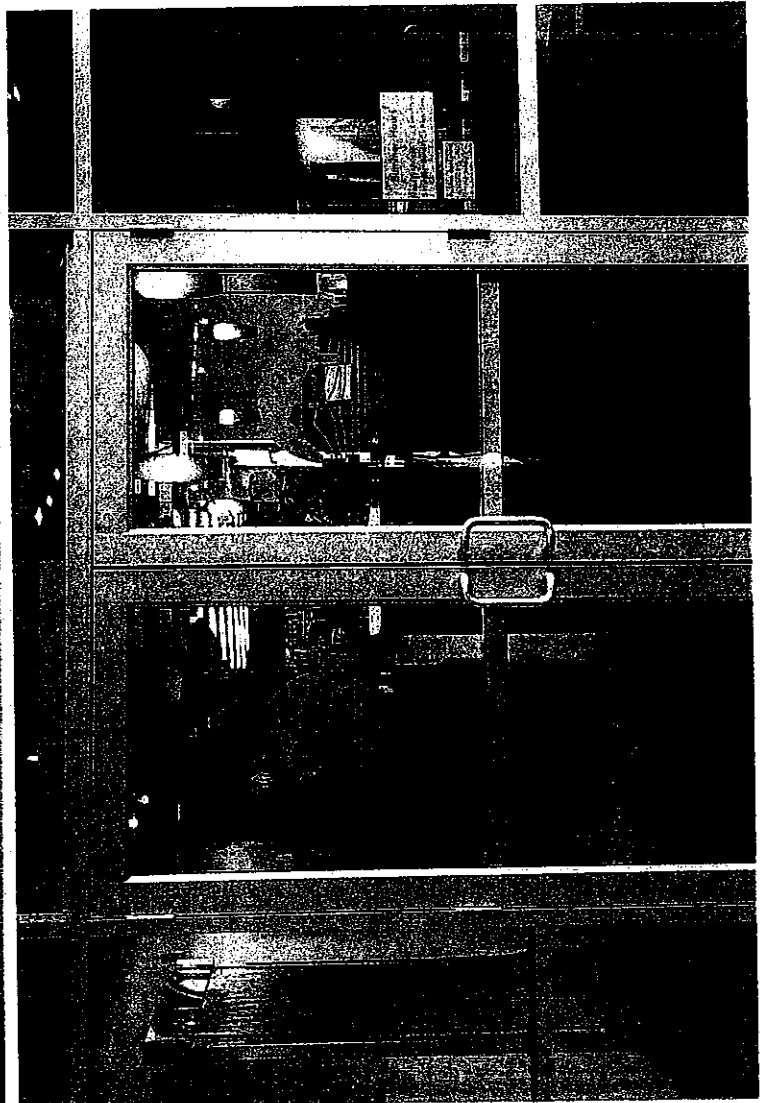
Looking West
South



Stark
1975

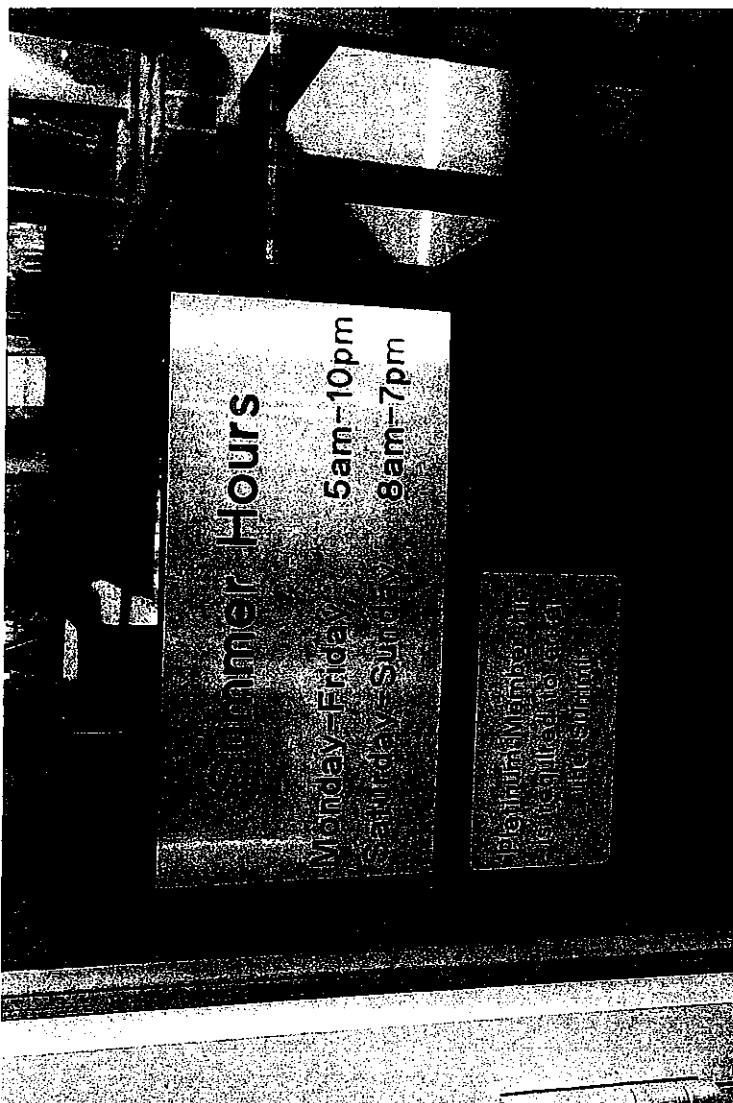


Major Entrance -
Aerobic Entrance
Looking in from Aerobic Entry
Main Inside Doors



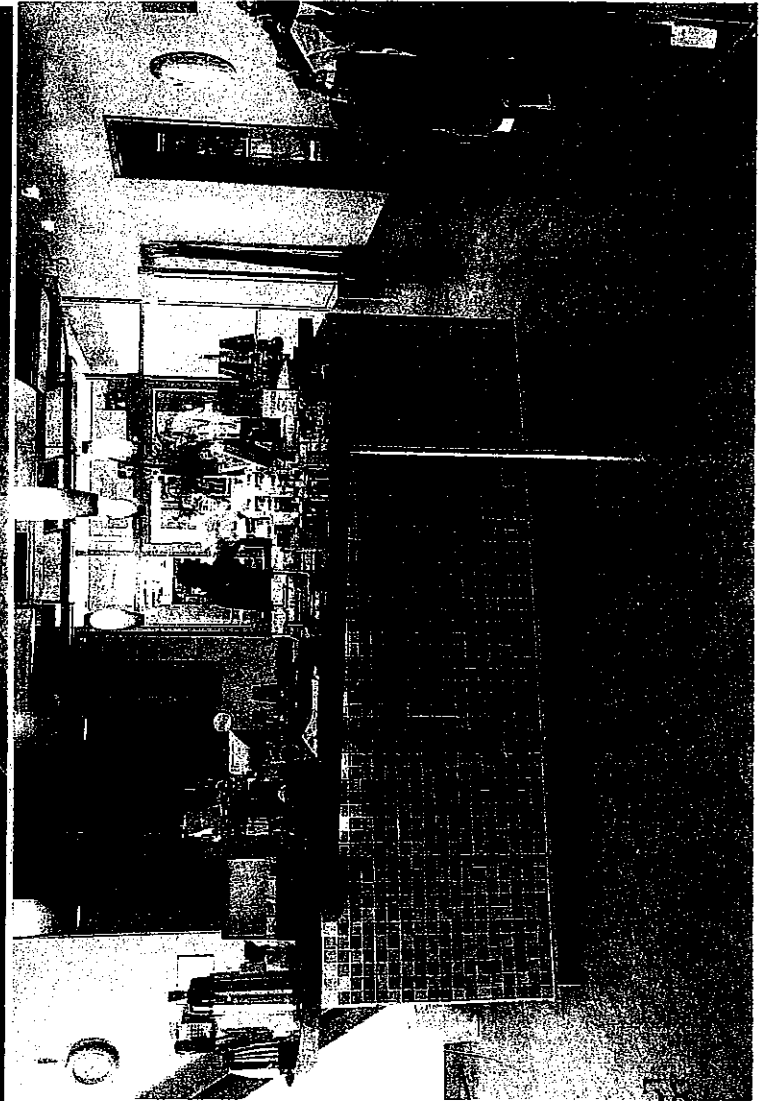
*posted hours at
Main Entrance*

*Front Desk -
Just inside Club*



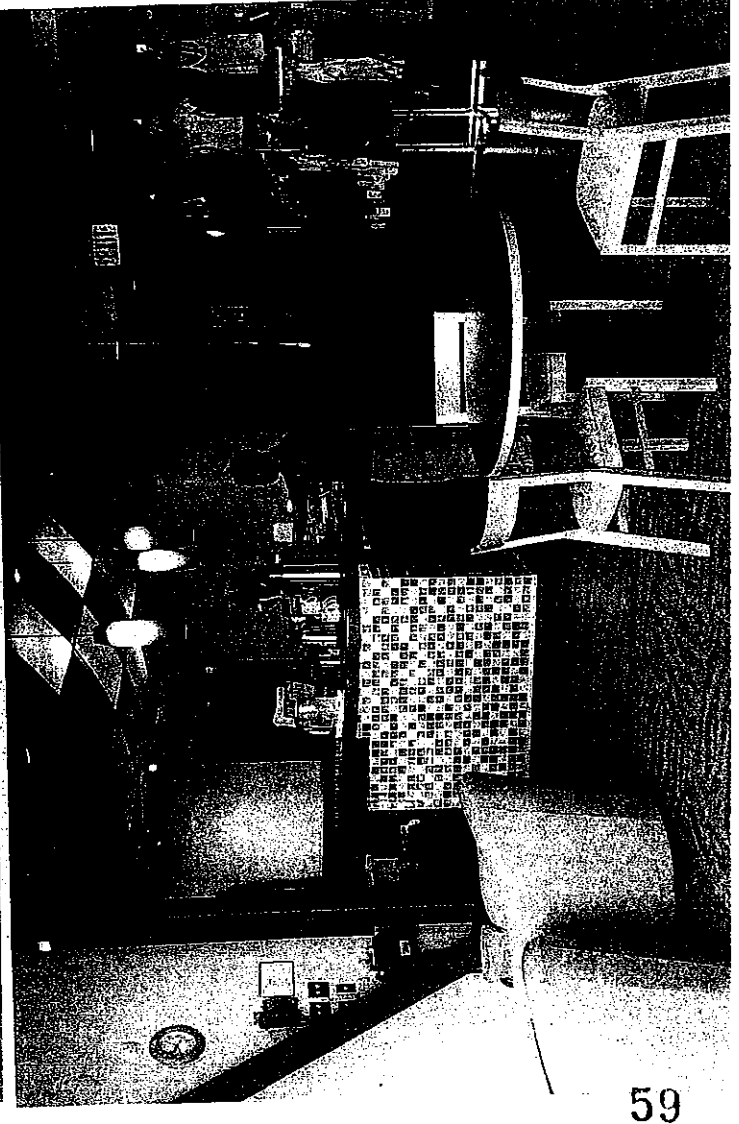
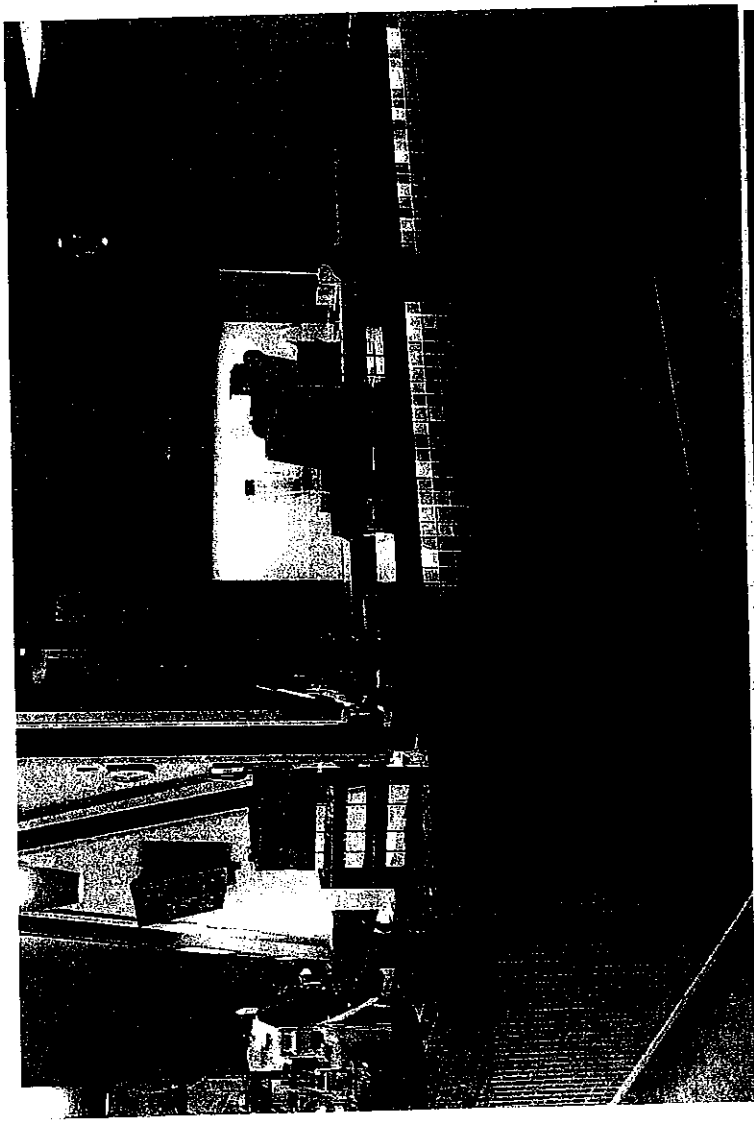
Looking back toward
Main Entrance from Entry

Front Desk



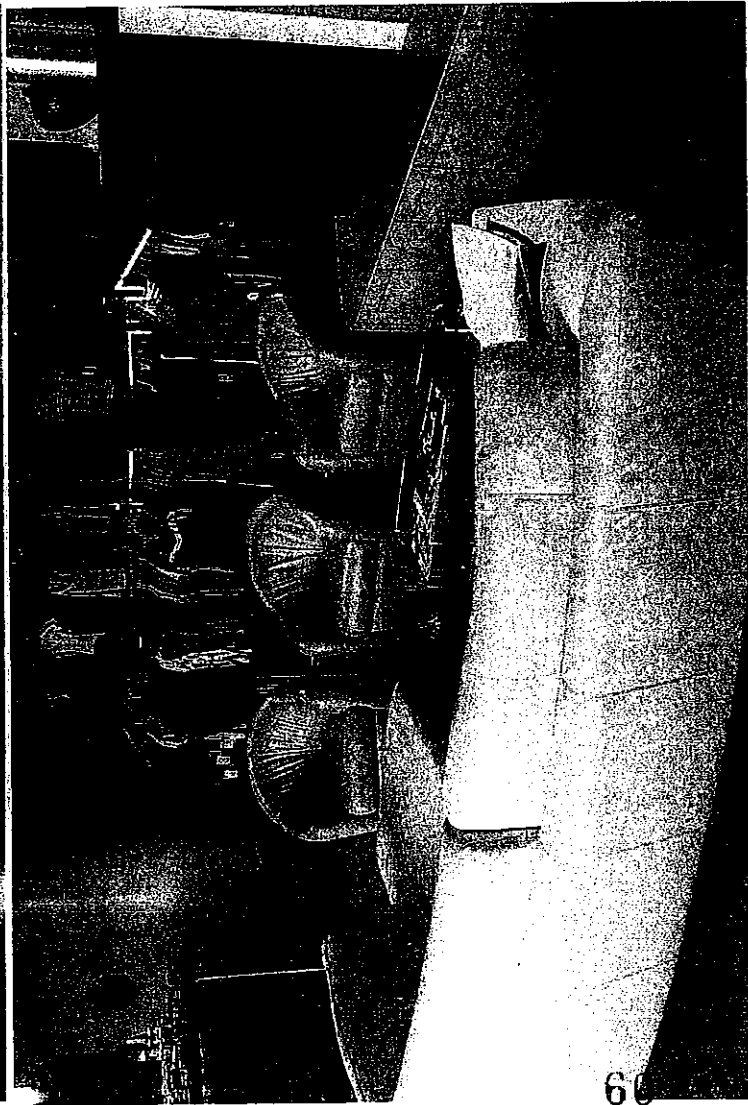
Looking down back passage
to living

Front Door



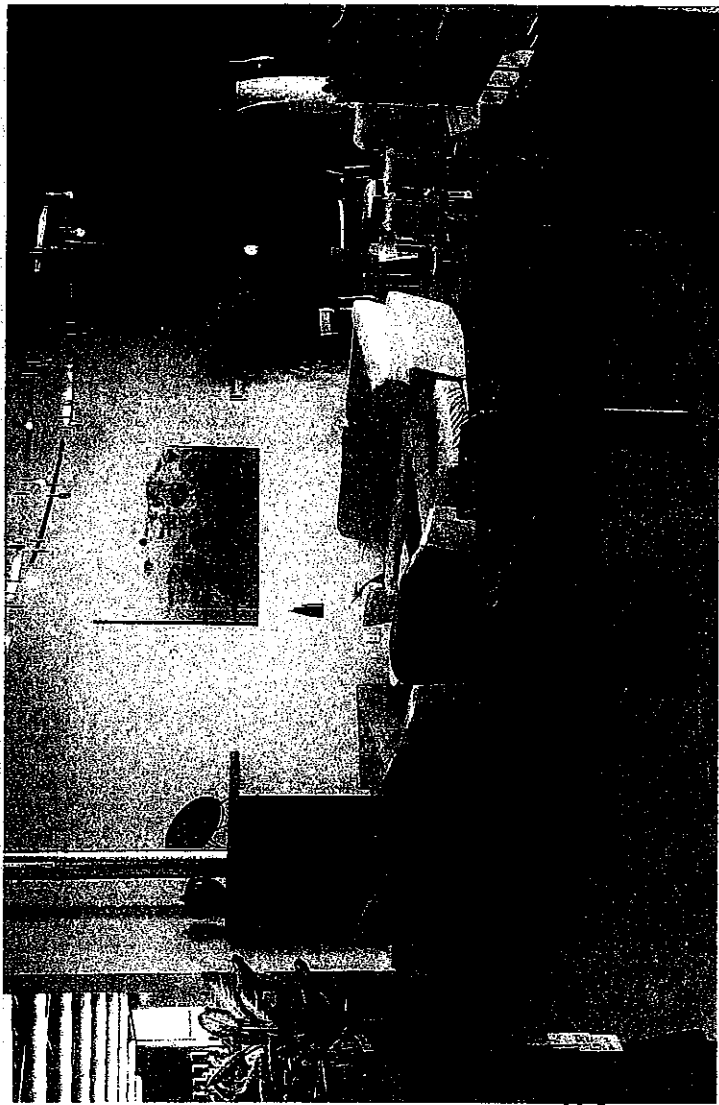
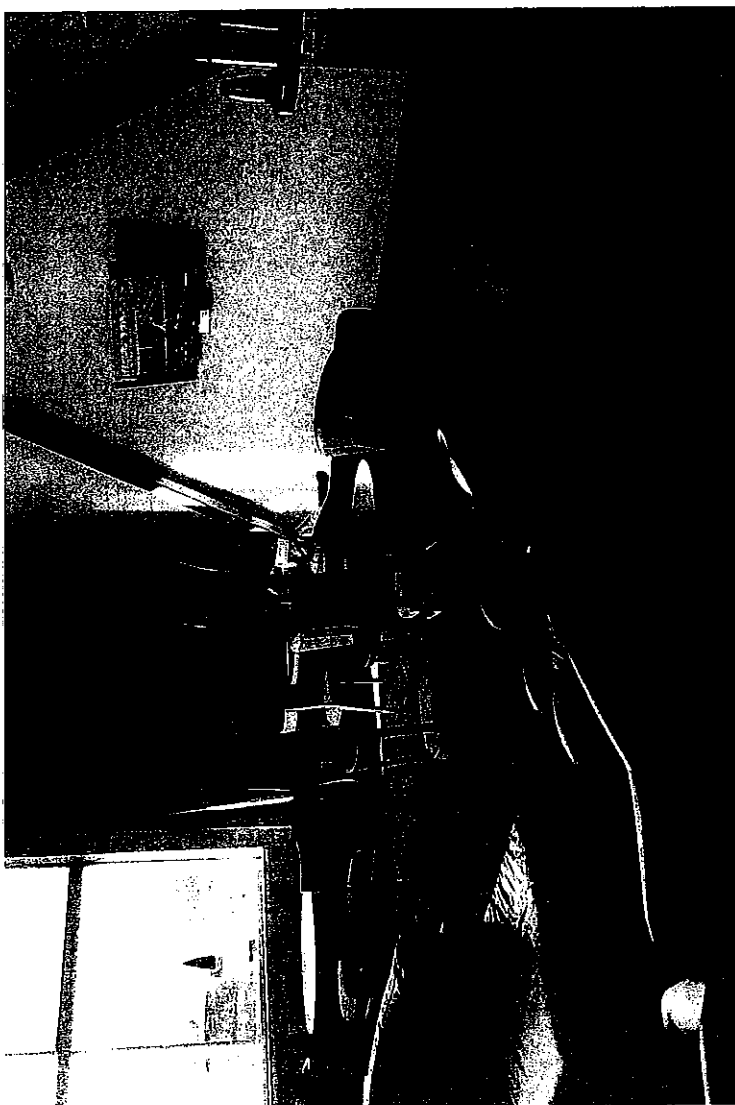
Number 1000

Member 1000



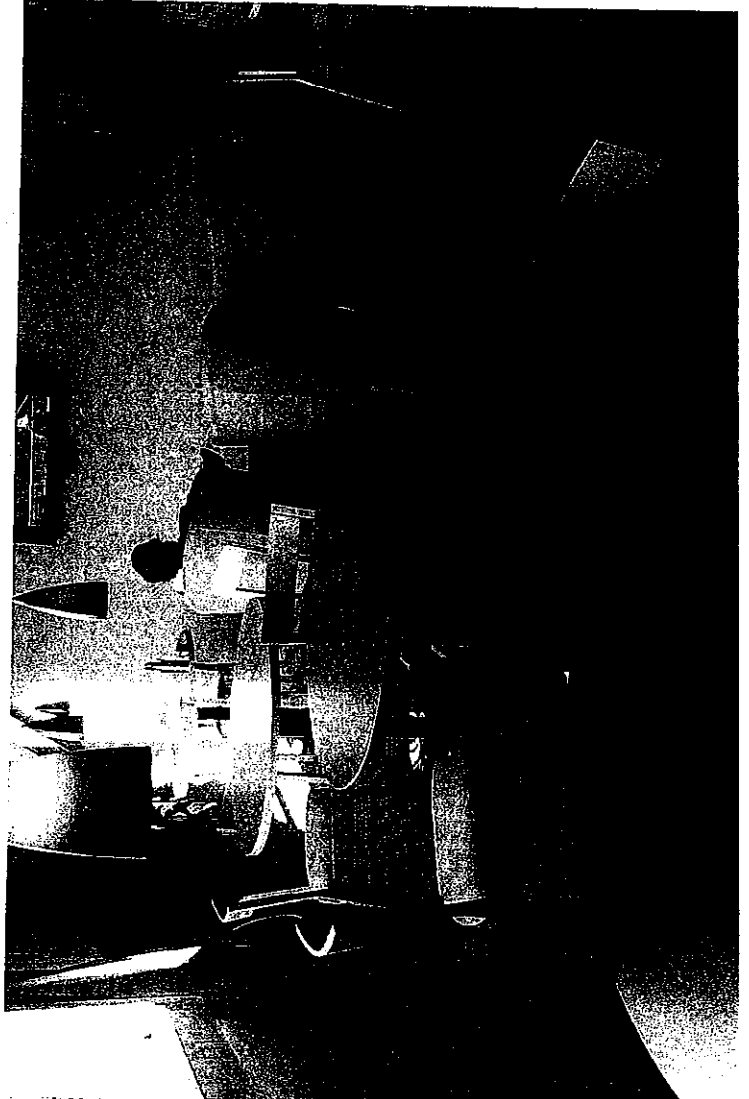
Wesley Center

Wesley Center



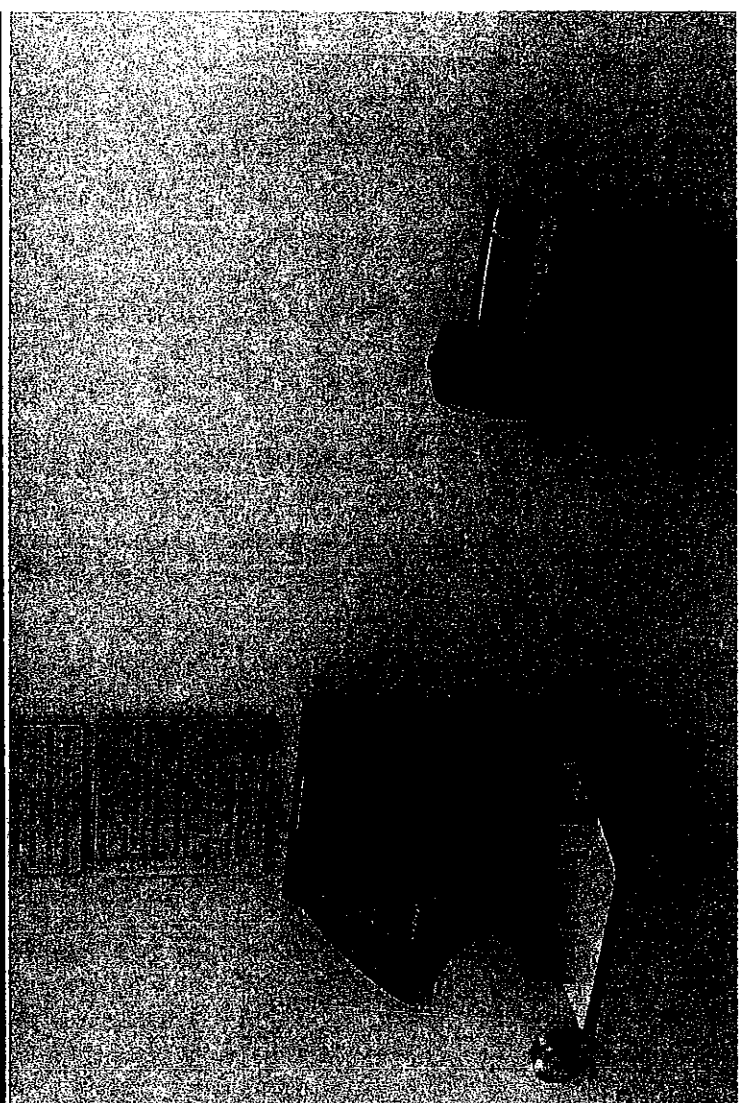
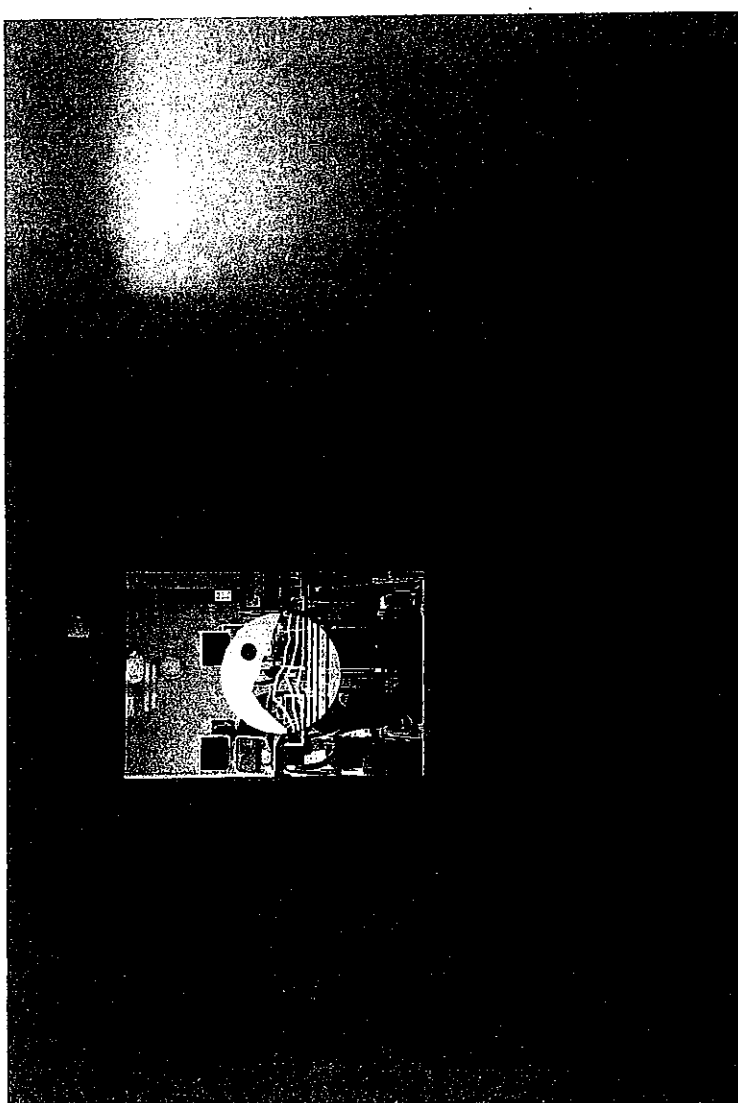
Member's name

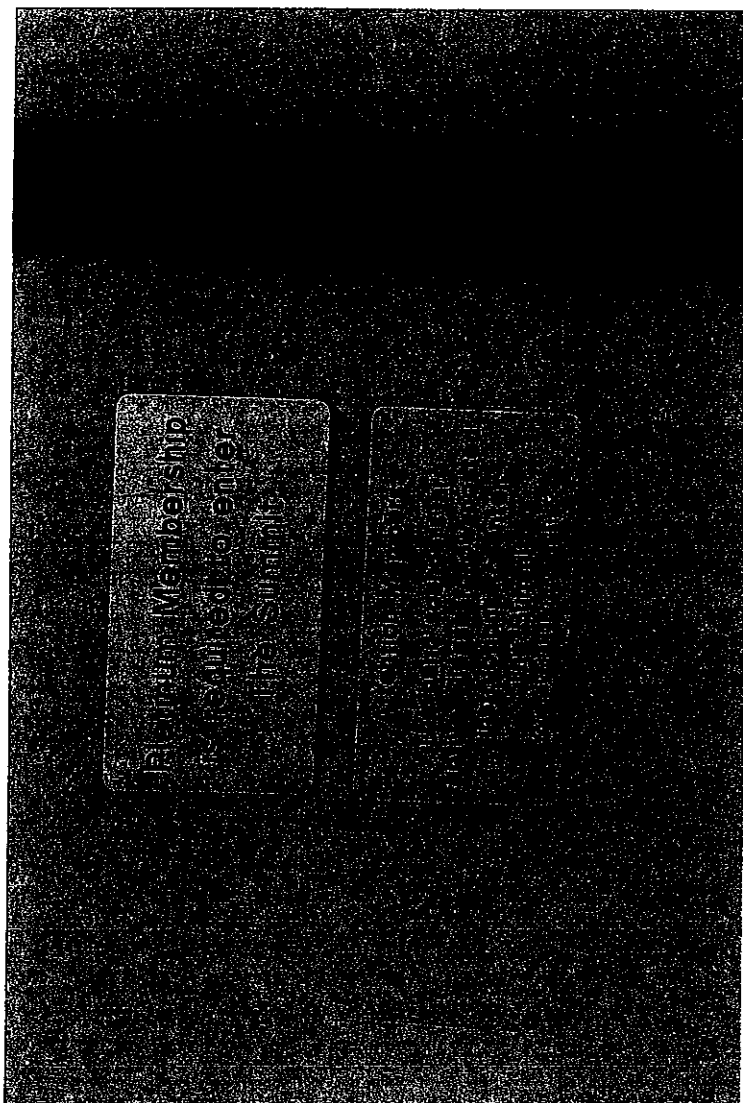
Member's name



Secord, Esther, from South
Club - Omega Alpha Chapter -
and took part in our fund
and have received
Secord, Esther
Club - Omega Alpha Chapter
and took part in our fund
and have received

Head Secord -
and taken

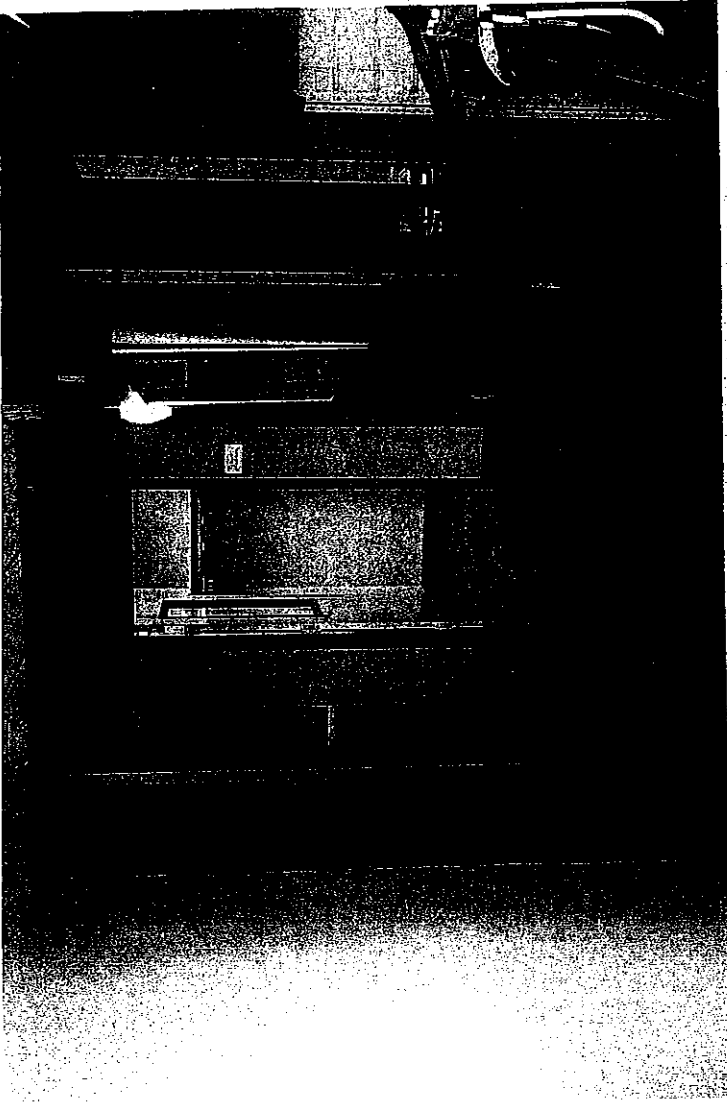




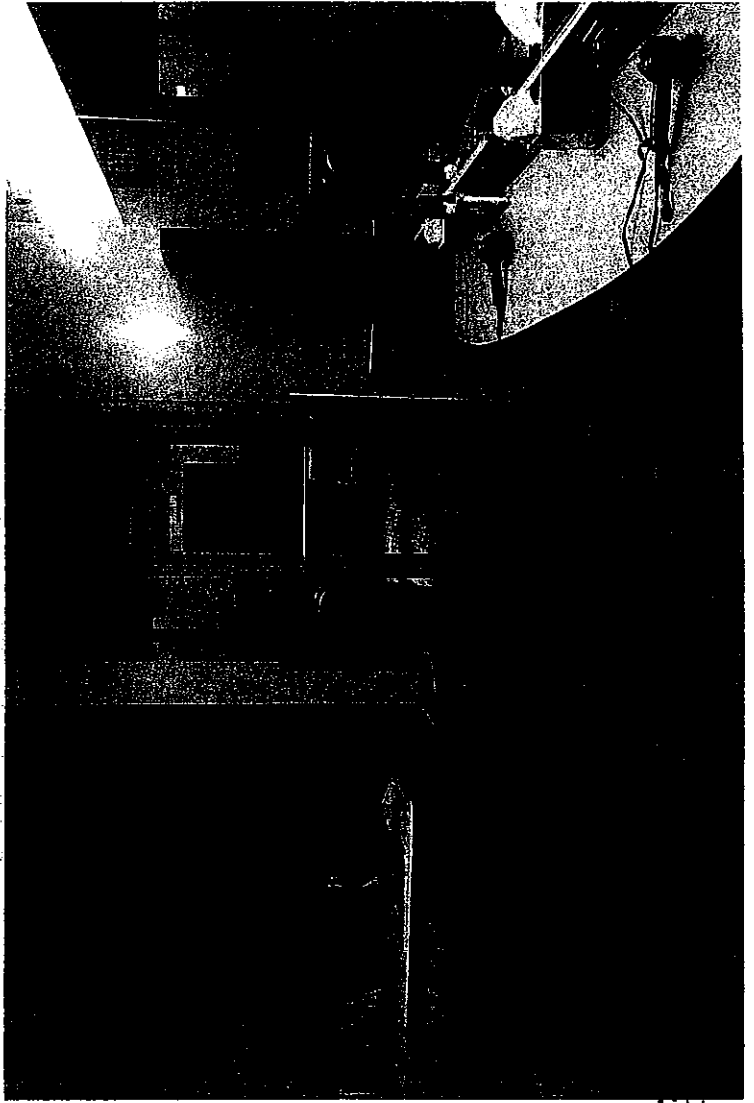
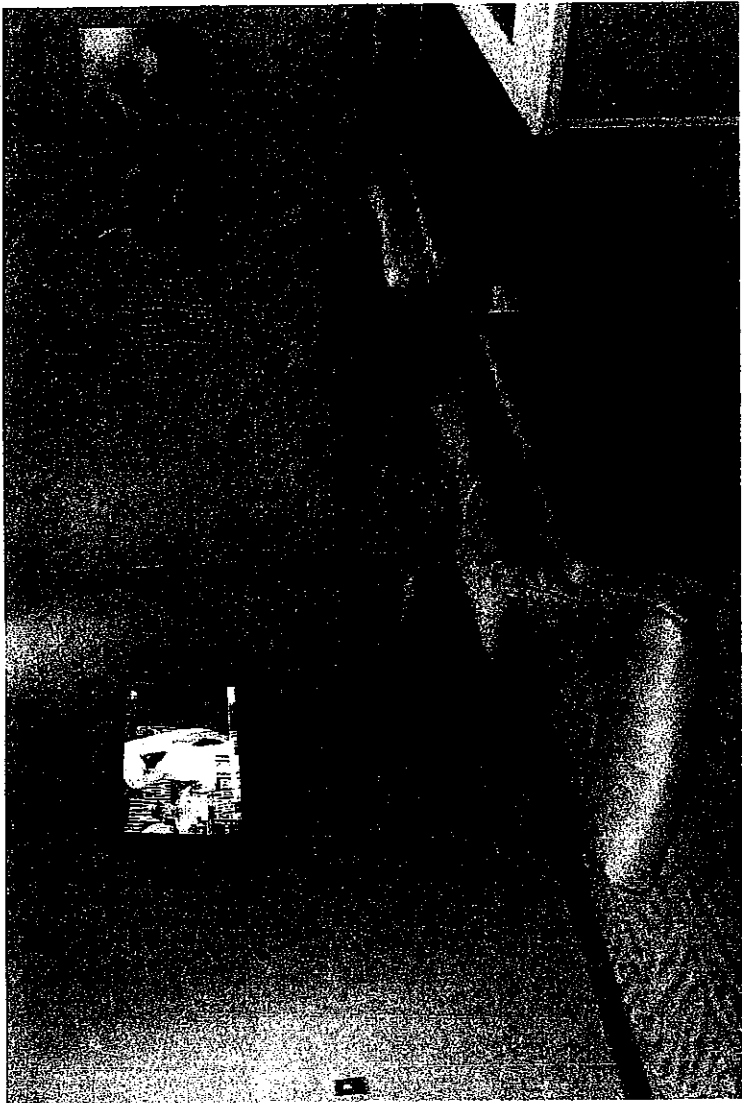
Swamp - 16-17-73
B- Camp - 16-17-73
Swamp - 16-17-73



Locker Room (Hallway) -
Miss [unclear] [unclear]
[unclear] [unclear] [unclear]
[unclear] [unclear] [unclear]



Mens Locker Room
Mens Locker Room
Mens Locker Room



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 _____
 Full 2-year period _____ Mo/Day _____ Mo/Day

#6505

SECTION A. LICENSE INFORMATION. Must be completed for all types of applications.			FEES
License Year: 2010	License Type: <i>Recreational Site</i>	Statute Reference: Sec. 04.11.210	License Fee: \$ 800,-
(Office Use Only) License #: <i>5004</i>			Filing Fee: \$100.00
Local Governing Body: (City, Borough or Unorganized) <i>Muni. of Anchorage</i>	Community Council Name(s) & Mailing Address: <i>Bayshore/Klatt CC</i>		Fingerprint: _____ (\$34.25 per person)
Name of Applicant (Corp/LLC/LP/LLP/Individual/Partnership): <i>The Alaska Club Inc.</i>	Doing Business As (Business Name): <i>The Summit</i>	Business Telephone Number: <i>(907) 365-7300</i>	Total Submitted: \$ <i>#1062.75</i>
Mailing Address: <i>5201 E. Tudor Rd.</i>	Street Address or Location of Premise: <i>11001 O'Malley Centre Dr.</i>	Email Address:	Fax Number: <i>(907) 344-5318</i>
City, State, Zip: <i>Anchorage, AK 99507</i>	Suite 103 <i>Anchorage, AK 99515</i>		

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

Closest school grounds <i>2.5 miles</i>	Distance measured under: <input checked="" type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No.	<input type="checkbox"/> Premises is GREATER than 50 miles from the boundaries of an incorporated city, borough, or unified municipality.
Closest church: <i>0.5 mile</i>	Distance measured under: <input checked="" type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No.	<input type="checkbox"/> Premises is LESS than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input checked="" type="checkbox"/> Not applicable
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

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) The Alaska Club Inc.		Telephone Number (907) 337-9550	Fax Number (907) 337-5865
Corporate Mailing Address: 5201 E. Tudor Road	City Anchorage	State AK	Zip Code
Name, Mailing Address and Telephone Number of Registered Agent John Marchetti (907) 330-0134 5201 E. Tudor Rd. Anchorage, AK 99507		Date of Incorporation OR Certification with DCED 1/22/1986	State of Incorporation AK
Is the Entity in compliance with the reporting requirements of Title 10 of the Alaska Statutes? <input 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
Athletic Club Holdings Inc.	Owner	100%			
Robert Brewster	President		5850 Alpinewoods Dr. Anch. AK 99507 345-4203	337-9550	10/12/1960
John Marchetti	VP/CEO		6707 Wildbrook Ct. Anch. AK 99504 337-7850	330-0134	05/30/1950
Gary Sossamon	VP Ops.		8155 Kronos Dr. Anch. AK 99502 677-7569	330 0139	02/22/1967
Please see next page.					

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

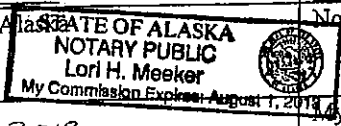
Individual Licensees/Affiliates (The ABC Board defines an "Affiliate" as the spouse or significant other of a licensee. Each Affiliate must be listed.)

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

Declaration

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

Signature of Licensee(s) Signature <i>JM Read</i>	Signature
Name & Title (Please Print) JEFFREY M. READ - General Manager	Name & Title (Please Print)
Subscribed and sworn to before me this 17 th day of June, 2010.	Subscribed and sworn to before me this day of
Notary Public in and for the State of Alaska <i>Lori H. Meeker</i>	Notary Public in and for the State of Alaska
My commission expires: Aug. 1, 2013	My commission expires:



STATE OF ALASKA
ALCOHOLIC BEVERAGE CONTROL BOARD

AFFIDAVIT IN CONNECTION WITH POSTING LIQUOR LICENSE APPLICATION
Title 4, 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 Recreational Site liquor license
for The Alaska Club dba The Summit
located at 11001 O'Malley Centre Drive
(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:

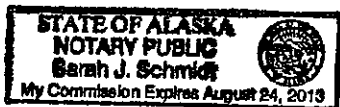
JUNE 17, 2010 to JUNE 26, 2010

*** 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 The Alaska Club - The Summit - 11001 O'Malley Centre Dr
- b. Other conspicuous location in the area Coops
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.

Joe Carl
(signature)

SUBSCRIBED and SWORN to me this 13th day of July, 2010.



Sarah J. Schmidt
Notary Public in and for Alaska
My commission expires: 8/24/2013

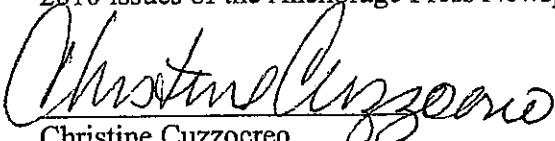
ANCHORAGE PUBLISHING, CO.
540 E. Fifth Avenue
Anchorage, Alaska 99501
Phone: 561-7737 Fax: 561-7777

**Liquor License
New
Application**

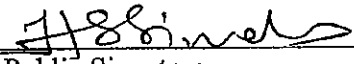
The Alaska Club, Inc. is making application for a new Recreational Site AS 04.11.210 liquor license, d/b/a The Summit located at 11001 O'Malley Centre Drive, Anchorage.

Interested persons should submit written comment to their local governing body, the applicant and to the Alcoholic Beverage Control Board at 5648 E. Tudor Rd, Anchorage, AK 99507.

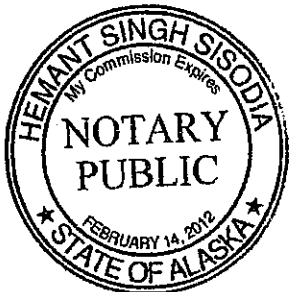
I, Christine Cuzzocreo, advertising support representative for Anchorage Publishing, Co., verify that the liquor license for The Alaska Club appeared in the June 28th and July 1st and 8th, 2010 issues of the Anchorage Press Newspaper.


Christine Cuzzocreo

Subscribed and sworn to me in the Municipality of Anchorage, in the state Alaska, on this 12th day of July, 2010


Notary Public Signature

02-14-2012
Commission Expires



A
L
A
S
K
A

2006-035936-0

Recording Dist: 301 - Anchorage
6/2/2006 8:29 AM Pages: 1 of 3



Pnt. 79978

cu

STATUTORY WARRANTY DEED
Alaska Stat. §34.15.030

The Grantors, **ONC Properties, LLC**, an Alaska limited liability company, as to an undivided seventy percent (70%) interest, and **Steve Agni**, a single person, as to an undivided fifteen percent (15%) interest, and **Sig Jokiel**, who also appears of record as **Sigfried Jokiel**, a married person, as to an undivided fifteen percent (15%) interest, as tenant in common, for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, convey and warrant to the Grantee, **Alaska Club Partners LLC**, the following described real property:

UNIT Two (2) of THE PLATINUM BUILDING CONDOMINIUM, as shown on the floor plan(s) filed in the Office of the Recorder for the Anchorage Recording District, Third Judicial District, State of Alaska, under Plat No. 2006-67, and as identified in the Declaration recorded May 30, 2006, under Serial No. 2006-035279-0, and any amendments thereto;

SUBJECT TO reservations and exceptions as contained in the U.S. Patent;

FURTHER SUBJECT TO all limitations, conditions, restrictions, terms and effects of the Uniform Common Interest Ownership Act, Alaska Stat. §34.08.010 et. seq., including any lien for future common assessments created pursuant to Alaska Stat. §34.08.470;

FURTHER SUBJECT TO notes, easements and restrictions as delineated on the face of plats 2004-51 and 2006-67;

FURTHER SUBJECT TO covenants, conditions and restrictions, including the terms and provisions thereof, and amendments thereto, if any;

FURTHER SUBJECT TO memorandum of tenant in common agreement, including the terms and conditions thereof;

By and Between:	ONC Properties, LLC ("ONC"), an Alaska limited liability company, Steve Agni ("Agni"), a single man and Sig Jokiel ("Jokiel"), a married man
Dated:	July 1, 2004
Recorded:	July 7, 2004
Serial No.:	2004-049826-0

Attorneys at Law
2509 Arctic Boulevard, Suite #103
Anchorage, Alaska 99503
Telephone: (907) 562-8990
Facsimile: (907) 562-4939

FURTHER SUBJECT TO parking and access easement including the terms and conditions thereof:

By and Between: O'Malley Gardens, LLC ("O'Malley), an Alaska limited liability company and ONC Properties, LLC, an Alaskan limited liability company
Dated: July 1, 2004
Recorded: July 7, 2004
Serial No.: 2004-049827-0

FURTHER SUBJECT TO agreement to provide off-street parking, including the terms and conditions thereof:

By and Between: Agni, Jokiel, ONC Properties and O'Malley Gardens, LLC
Dated: July 5, 2005
Recorded: August 2, 2005
Serial No.: 2005-054016-0

FURTHER SUBJECT TO reservations, exceptions, easements, rights-of-way, and other matters of record, not affecting marketability, if any;

TOGETHER WITH, all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, unto said Grantee and to its heirs, executors, administrators and assigns forever.

DATED this 1 day of June, 2006.

ONC Properties, LLC

By: Michael G. O'Connor
Michael G. O'Connor
Its: President

Steve Agni
Steve Agni

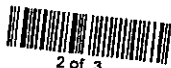
Sig Jokiel
Sig Jokiel, who also appears of record as Sigfried Jokiel
"Grantors"

Grantors' Address:
ONC Properties, LLC
P.O. Box 89
Ouzinkie, Alaska 99644

AFTER RECORDING RETURN TO:
Grantee's Address:
Alaska Club Partners, LLC
5201 East Tudor Road
ANCHORAGE, AK 99507

SCHAUER LAW OFFICE, P.C.
Attorneys at Law
2989 Arctic Boulevard, Suite 4103
Anchorage, Alaska 99503
Telephone: (907) 562-0998
Facsimile: (907) 562-0989

Statutory Warranty Deed



2 of 3
2006-035936-0

Page 2

STATE OF ALASKA)
Third Judicial District) ss.

THIS IS TO CERTIFY that on this 1st day of June, 2006, before me, the undersigned, a Notary Public in and for Alaska, personally appeared Michael G. O'Connor, to me known and known to me to be the President of the company named in the foregoing instrument, and HE acknowledged to me that HE had, in HIS official capacity aforesaid, executed the foregoing instrument as the free act and deed of the said company for the uses and purposes therein stated.

WITNESS my hand and official seal the day and year in this certificate first above written.



Connie P. Christianson
NOTARY PUBLIC in and for Alaska.
My Commission Expires: 6-6-2009

STATE OF ALASKA)
Third Judicial District) ss.

THIS IS TO CERTIFY that on this 1st day of June, 2006, before me, the undersigned, a Notary Public in and for Alaska, personally appeared Steve Agni, to me known and known to me to be the individual named in and who executed the foregoing instrument and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein stated.

WITNESS my hand and official seal the day and year in this certificate first above written.



Connie P. Christianson
NOTARY PUBLIC in and for Alaska
My Commission Expires: 6-6-2009

STATE OF ALASKA)
Third Judicial District) ss.

THIS IS TO CERTIFY that on this 1st day of June, 2006, before me, the undersigned, a Notary Public in and for Alaska, personally appeared Sig Jokiel, who also appears of record as Sigfried Jokiel, to me known and known to me to be the individual named in and who executed the foregoing instrument and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein stated.

WITNESS my hand and official seal the day and year in this certificate first above written.



Connie P. Christianson
NOTARY PUBLIC in and for Alaska
My Commission Expires: 6-6-2009

Statutory Warranty Deed



3 of 3
2006-035936-0

Page 3

LEAH DEJURE, P.C.
Attorneys at Law
2909 Arctic Boulevard, Suite #103
Anchorage, Alaska 99503
Telephone: (907) 562-0990
Facsimile: (907) 562-0989

3

**REVIEWING
AGENCY &
PUBLIC
COMMENTS**



MUNICIPALITY OF ANCHORAGE

Department of Health and Human Services



Date: October 27, 2010
To: Department of Planning, Zoning and Platting Division
From: Wendy Vaughn, Child and Adult Care Specialist
Subject: Comments Regarding: CUP #2010-130

RECEIVED

OCT 29 2010

MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

The Child Care Licensing (CCL) Unit would like to voice concerns regarding the Conditional Use Application for a license to serve alcohol at the Alaska Club South – Summit and ask that Alaska Club South give consideration to mitigating the concerns addressed in these comments. The Alaska Club South is a family friendly business and has children on the premises participating in the following activities:

1. Child care is provided to children ages 6 weeks to 12 years old. This program is not licensed nor monitored by the Municipality because the child's parent is on the premises therefore it is exempt from licensing. Program hours vary and the facility may be open from 9:00 am till 8:30 pm.
2. Children ages 14 and older are permitted membership to the club, fitness lessons are offered to children 6 and older and swim lessons are provided to children of all ages.
3. During the summer months, the South club has a school age child care program that is licensed by the Municipality to provide care from 7:00 am to 6:00 pm for 60 children ages 5-12 years. Although the license is issued for the adjacent Cellular One building at 11051 O'Malley Centre Drive, the children are walked to and from the Alaska Club South several times daily to use the club gymnasium, pool, and rock wall. As such the South Club is considered "licensed space." The licensed programs run by the Alaska Club have been very successful and provide a much needed service to the community. Management staff at the Alaska Club have had a positive, cooperative relationship with CCL regarding their licensed programs and are recognized as making good choices for children.

The proximity of children to a business serving alcohol has been addressed in state law and is specifically prohibited from taking place within 200 feet of a school. Although child care is not included in this language, the Child Care Licensing Program considers it a best practice. Zoning and fire regulations often consider the two interchangeable and refer to all schools and child care facilities alike as "educational" institutions.

CCL has the following concerns with regards to the proximity of the Summit Club to the Alaska Club South:

1. There is no concern that the Summit Club will allow unauthorized individuals to enter the club or consume alcohol. The concern is that individuals who are under the influence of alcohol will have direct access to children. Members of the Summit Club have direct access to the South Club with the potential to go back and forth between the two businesses for the use of the pool, fitness classes, and other activities that aren't available at the Summit Club.

2. There is concern that children in the summer camp program could be at greater risk due to potentially impaired drivers or intoxicated individuals in the immediate area. The Summit Club and the Cellular One buildings share a parking lot. The lot is used for drop off and pick up of children by parents and the children are regularly walked through the parking lot to access the South club facilities. The outside play yard for this program is within direct sight of the Summit Club entrance.

CCL recognizes that there are other businesses in the area that serve alcoholic beverages, however the patrons of these businesses do not have the same level of opportunity for contact with the children who are either in care at, or members of, the Alaska Club South. Summit Club members share a common parking lot and can travel from one club to the other through an interior single cipher lock door.

The Child Care Code requires that child care facilities provide a safe and healthy environment for children and under AMC 16.55.250H.7., requires that children not be exposed to high risk situations, physical hazards, or individuals posing a possible danger.

Should the Alaska Club South choose to apply for a child care license for the summer of 2011, serious consideration will need to be given to the safety of children at the site and the Department would ask that the application address how the Alaska Club South will mitigate the risk to children while serving alcohol on site. To best protect children the hours for any licensed summer camp should be set so that they don't overlap with the hours that the Summit Club is serving alcohol.



MUNICIPALITY OF ANCHORAGE
Traffic Department



RECEIVED

OCT 29 2010

MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

MEMORANDUM

DATE: October 29, 2010
TO: Angela Chambers, Acting Division Manager, Zoning and Platting
Division
FROM: Leland R. Coop, Traffic Engineer Associate
SUBJECT: Traffic Engineering Comments for November 23, 2010 Assembly
Public Hearing

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

Traffic has no comment.

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

Traffic has no comment.

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

Traffic has no comment.

MUNICIPALITY OF ANCHORAGE



Planning & Development Services Dept.
Development Services Division

Private Development

RECEIVED

OCT 28 2010

MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

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

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

Private Development has no objection to the conditional use.

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

Private Development has no objection to the conditional use.

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

Private Development has no objection to the conditional use.

**Municipality of Anchorage
MEMORANDUM**

RECEIVED
OCT 25 2010
MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

DATE: October 25, 2010
TO: Angela Chambers, Manager, Zoning and Platting Division
FROM: Jillanne Inglis, Land Use Plan Reviewer
SUBJECT: Land Use Review Comments, Assembly case for the meeting of November 23, 2010.

Case #: 2010-127
Type: Conditional Use for an Alcoholic Beverage Recreational Use
Subdivision: South Center, Block 2 Lot 4A, The Platinum Building
Grid: 2632
Tax ID #: 016-091-39-002
Zoning: B-3 (General Business District)

Platting: 04-0051, filed May 19, 2004

There are not any plat notes on the plat that will prohibit the alcoholic beverage recreational use.

Building Permit: This structure was constructed under building permit 05-5558. The building permit was issued a Certificate of Occupancy on February 20, 2007. The sale of beer and wine is a permitted accessory use to a permitted principal use in the B-3 zoning district. The proposed space to serve beer and wine is existing space. There will not be additional parking required for this use as the snack shop/beer and wine will only be open to patrons of the club by membership only.

See the existing agreement to provide off-street parking.

(Reviewer: Jillanne Inglis)

AGREEMENT TO PROVIDE OFF-STREET PARKING

The Municipality of Anchorage, hereinafter the "Municipality," and Agni,
JOKIEL, ONC PROPERTIES LLC, hereinafter the "Owner(s)," and _____
O'MALLEY GARDENS LLC, hereinafter the "Neighbor(s)," enter into the following AGREEMENT TO PROVIDE OFF-STREET PARKING (hereinafter "Agreement") which shall become effective on the date the Agreement is fully executed.

The Owner(s) is/are a(n) Tenants in Common, and STEVE AGNI execute(s) this Agreement on behalf of the Owner(s) in the capacity of Authorized Agent and warrant(s) he/she/they has/have authority to execute this Agreement on behalf of the Owner(s).

The Neighbor(s) is/are a(n) Limited Liability Company "LLC" and STEVE AGNI execute(s) this Agreement on behalf of the Neighbor(s) in the capacity of Managing Member and warrant(s) he/she/they has/have authority to execute this Agreement on behalf of the Neighbor(s).

The Owner(s) own(s) a parcel of real property described as: Lot 4A, South Center Subdivision, official Plat no. 2004-51 located in the Seward Meridian and the Anchorage Recording District, Third Judicial District, State of Alaska, shown on the map attached hereto as Appendix A, referred to herein as the "dominant parcel". In order to utilize the dominant parcel specifically for Parking Vehicle Loading and Circulation the Owner(s) must provide 119,25 off-street parking spaces to meet the requirements of Title 21 of the Anchorage Municipal Code.

The Neighbor(s) own(s) an adjacent parcel of real property described as: Lot 3A-1 South Center Subdivision, official Plat no 2004-51 located in the Seward Meridian and the Anchorage Recording District, Third Judicial District, State of Alaska, shown on the map attached hereto as Appendix A, referred to herein as the "servient parcel."

The servient parcel is capable of accommodating 206 off-street parking spaces designed and constructed in accordance with the standards of Title 21 of the Anchorage Municipal Code.

In accordance with Title 21 of the Anchorage Municipal Code, the Owner(s) and Neighbor(s) covenant and agree they and their heirs, successors, and assigns, shall use the servient parcel to provide 31 off-street parking spaces, designed and constructed in accordance with Title 21 of the Anchorage Municipal Code, for the use and benefit of the dominant parcel. The specific above-described use of the servient parcel shall not be altered, changed or restricted in any manner without the prior written consent of the Municipality.

This Agreement shall terminate upon the recording of a written release issued by the Municipality of Anchorage.

It is understood that violation of this Agreement shall constitute a violation of Title 21 of the Anchorage Municipal Code, and will be subject to all the penalties and remedies provided by law for such a violation.

Agni, JOKIEL ONC PROPERTIES LLC

OWNER

NEIGHBOR *O'Malley Gardens LLC*

By: *Steve Agni*
Name: *STEVE Agni*
Title: *Authorized Agent*
Date: *6-28-05*

By: *Steve Agni*
Name: *STEVE Agni*
Title: *Managing Member*
Date: *6-28-05*

OWNER

NEIGHBOR

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____



2 of 5
2005-054016-0

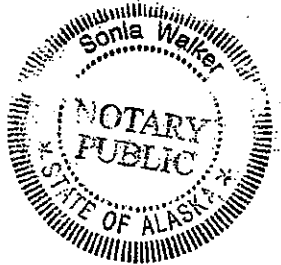
MUNICIPALITY OF ANCHORAGE

By: [Signature]
Title: Code Enforcement Officer

Name: DONALD DOLENC
Date: 7-5-05

STATE OF ALASKA) ss.
THIRD JUDICIAL DISTRICT)

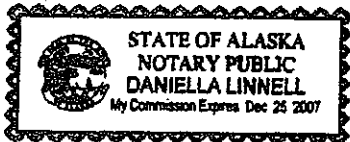
The foregoing instrument was acknowledged before me this 5th day of July, 2005, by DONALD DOLENC, a Code Enforcement Officer of the Municipality of Anchorage, on behalf of the Municipality of Anchorage.



[Signature]
Notary Public in and for Alaska
My commission expires 02-29-08

STATE OF ALASKA) ss.
THIRD JUDICIAL DISTRICT)

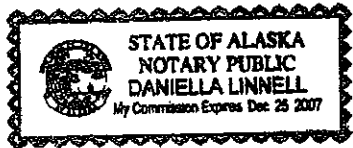
The foregoing instrument was acknowledged before me this 28th day of June, 2005, by Steve Agni, Authorized Agent in the capacity of Agni, Jodie, ONC Properties, LLC.



[Signature]
Notary Public in and for Alaska
My commission expires 12/25/07

STATE OF ALASKA) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 28th day of June,
20 05, by Steve Agni, Managing Member,
in the capacity of O'Malley Gardens, LLC



Daniella Linnell
Notary Public in and for Alaska
My commission expires 12/25/07

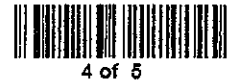
STATE OF _____) ss.
_____ JUDICIAL DISTRICT / COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20 _____, by _____,
in the capacity of _____.

Notary Public in and for _____
My commission expires _____

Reference Building/Land Use Permit: 05-5558

After recording return to:
Municipality of Anchorage, Planning Department, Land Use Enforcement Division
Attn: Development Review Officer
P.O. Box 196650, Anchorage, AK 99519-6650



O'MALLEY CENTRE
COURT

O'MALLEY CENTRE DRIVE

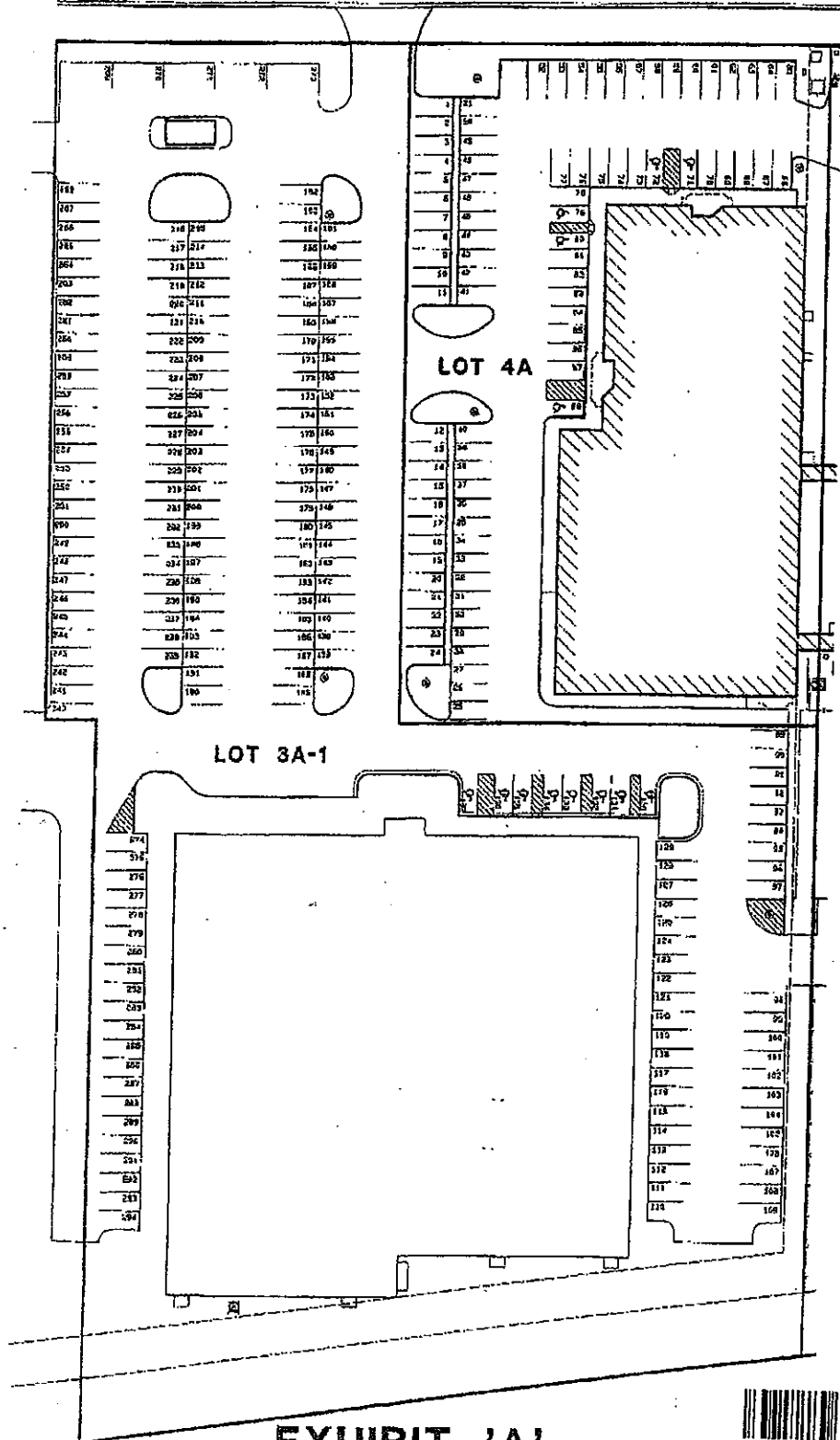


EXHIBIT 'A'



5 of 5
2005-054016-0

Municipality Of Anchorage
ANCHORAGE WATER & WASTEWATER UTILITY

RECEIVED

OCT 15 2010

MEMORANDUM

MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

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

AWWU has reviewed the materials and has the following comments.

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

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

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

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

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

Municipality of Anchorage
Treasury Division
Memorandum

RECEIVED

OCT 07 2010

MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

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

Request for conditional use permit 2010-127 for The Alaska Club Inc. located at 11001 O'Malley Centre Dr Ste 103, Anchorage, AK.

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

STATE OF ALASKA

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

CENTRAL REGION - PLANNING

SEAN PARNELL, GOVERNOR

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

November 3, 2010

RECEIVED

RE: MOA Zoning Review

NOV 04 2010

MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

Angela Chambers, AICP
Municipality of Anchorage
P.O. Box 196650
Anchorage, Alaska 99519-6650

Dear Ms. Chambers:

The Alaska Department of Transportation and Public Facilities, ADOT&PF, reviewed the following applications and has no comments:

- 2010-127; Conditional Use Permit – Alcohol- The Summit-11001 O’Malley**
- 2010-128; Natural Resource Extraction – Independence Park tract 5A block 4**
- 2010-132; Rezoning to I-1 Light Industrial District – John Wells Add. Block 5 lots 9-12**
- 2010-133; Conditional Use - Utility Substation-Girdwood Original Town site BLK 3
lots 17-21**
- 2010-134; Conditional Use - Correctional Community Residential Center Alaska
Industrial Sub. Lots 4, 5, 6**
- 2010-135; Conditional Use - Youth Habilitative Care Facility - Family Services Center
Sub. Tr 2**
- 2010-136; Site plan & landscape review for public roadway - E. Northern Lights Sound
Barrier**

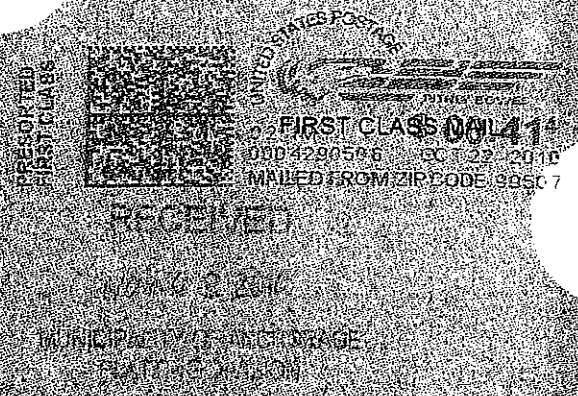
Sincerely,


Mark Parmelee
Area Planner

/as

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

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



016-122-38-012
GORE, WALTER L & NANCY M
PO BOX 110352
ANCHORAGE, AK 99511

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

Planning Dept Case Number 2010-127

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

CASE: 2010-127
PETITIONER: The Alaska Club, Inc
REQUEST: Assembly conditional use for a alcoholic beverage recreational use
TOTAL AREA: 0.000 acres
SITE ADDRESS: 01001 O'MALLEY CENTER DRIVE
CURRENT ZONE: B-3 General business district
COMICOUNCIL(S): 11 - Bayside-Klitt

LEGAL/DETAILS: An Alcoholic Beverage Conditional Use for a recreational site license facility. The Alaska Club dba The Summit South Center Subdivision Block 2, Lot 4A The Platinum Building, Unit 2. Generally located on the east side of O'Malley Center Road and north of East 112th Avenue.

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

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

Name: Nancy Gore
Address: 1120 S. WILLOW, #412, Anchorage, AK 99515
Legal Description: 016-122-38-012, TUMMIGAN'S BLK 2, LOT 10, TUMMIGAN'S
Comments: see attached

November 1, 2010

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

Subject: **Planning Case 2010-127 - Alaska Club alcoholic permit**

Attention: Planning Commission

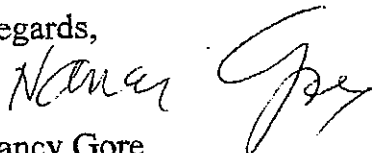
I am writing to you in regards to the permit to allow the Alaska Club, South to serve alcoholic beverages. I have already made plans to be out of town for the hearing on 11/23/10 but I would like to comment on the application.

I live across the parking lot from the Alaska Club and I strongly oppose the granting of a license to serve liquor to the Alaska Club South.

Currently within a one block area from my home there are 5 establishments that serve alcohol, A Taste of Thai, The Firetap, The Bradley House, Carlos and the Subway Sports Center. I'm already kept awake far too many nights with the drunks doing reckless driving in the Alaska Club parking lot and another bar would just add to the night time rowdiness and noise.

Another reason that I strongly oppose granting a liquor license to the Alaska Club is because I do not feel that they manage and over see their employees properly to allow them to serve liquor. I have personally witnessed the women's room attendant take dirty glasses out of the sink and rinse with cold water and stacked them on the counter for use without washing them. With this in mind I do not feel they are responsible enough to operate a liquor establishment.

Regards,



Nancy Gore
1120 E. 112th, #12
Anchorage, Alaska 99515

339-6624

4

**POSTING
AFFIDAVIT**




AFFIDAVIT OF POSTING

Case Number: 2010-127

I, Jeffrey M. Read, 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 permit. The notice was posted on 10-15-2010 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 15th day of October, 2010.


Signature

LEGAL DESCRIPTION

Tract or Lot _____
Block _____
Subdivision _____

5

**PROPERTY
AND
RELATED
HISTORY**

PARCEL INFORMATION

APPRAISAL INFORMATION

Legal SOUTH CENTER
BLK 2 LT 4A
THE PLATINUM BUILDING

Parcel 016-091-39-000
Owner ONC PROPERTIES LLC 70% &
AGNI STEVE 15% &
JOKIEL SIG 15%
PO BOX 89
OUZINKIE

01

Descr CONDOMINIUM MASTER
Site Addr 11001 O'MALLEY CENTRE DR

AK 99644 0089

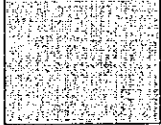
RELATED CAMA PARCELS

Related Parcel(s)	XRef Type	Leased Parcels
01609133000	Q	

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

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

REZONE



Case Number
Case Type
Legal

of Parcels

Hearing Date

PLAT



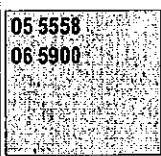
Case Number
Action Type
Legal

Grid

Proposed Lots 0
Action Date

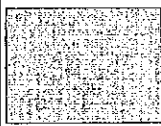
Existing Lots

PERMITS



Permit Number 05 5558
Project O'MALLEY PLATINUM BUILDING
Work Desc 15,646 sq.ft. athletic / 20,130 sq.ft. office
Use COMBINED

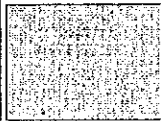
BZAP



Action No.
Action Date
Resolution

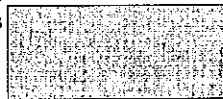
Status
Type

ALCOHOL LICENSE



Business Address
License Type
Status

Applicants Name
Conditions



PARCEL INFORMATION

OWNER
 ONC PROPERTIES LLC 70% &
 AGNI STEVE 15% &
 JOKIEL SIG 15%
 PO BOX 89
 OUZINKIE AK 9964 0089
 Deed 2004 0049825
 CHANGES: Deed Date Jul 07, 2004
 Name Date Jul 27, 2004
 Address Date Jul 27, 2004

PARCEL
 Parcel ID 016-091-39-000 # 01
 Status
 Renumbr ID 000-000-00-00000
 Site Addr 11001 O'MALLEY CENTRE DR
 Comm Concl BAYSHORE/KLATT
 Comments REF 016-091-33 NOW 016-091-38.
 39 (04-51) DECL 2006-035279-0

TAX INFO
 2010 Tax 0.00 Balance 0.00 District 003

LEGAL
 SOUTH CENTER
 BLK 2LT 4A
 THE PLATINUM BUILDING
 Unit SQFT 65,520
 Plat 040051
 Zone B3 Grid SW2632

HISTORY

	Year	Building	Land	Total
Assmt Final	2008	0	0	0
Assmt Final	2009	0	0	0
Assmt Final	2010	0	0	0
Exemptions	CONDO/UCIOA			0
State Credit				0
Tax Final				0

PROPERTY INFO

#	Type	Land Use
01	COMMERCIAL	CONDOMINIUM MASTER

SALES DATA

Mon	Year	Price	Source	Type

LAND & COMMON PARCEL INFORMATION

APPRAISAL INFORMATION

Legal SOUTH CENTER
BLK 2 LT 4A
THE PLATINUM BUILDING

Parcel 016-091-39-000 # 01 of 01

Owner ONC PROPERTIES LLC 70% &
AGNI STEVE 15% &
JOKIEL SIG 15%
PO BOX 89
OUZINKIE

AK 99644

Site Addr 11001 O'MALLEY CENTRE DR

LAND INFORMATION

Land Use CONDOMINIUM MASTER
Class COMMERCIAL
Living Units 000
Community Council 01C BAYSHORE/KLATT
Entry: Year/Quality 10 2005 LAND ONLY
06 2006 EXTERIOR
Access Quality GOOD
Access Type
Leasehold (Y=Leasehold)
Drainage GOOD
Front Traffic LOW
Street PAVED CURB & GUTTER
Topography EVEN LEVEL
Utilities PUBLIC WATER PUBLIC SEWER
Wellsite
Wet Land

CONDOMINIUM INFORMATION

Common Area 0
Undivided Interest 0.00

COMMERCIAL INVENTORY

APPRAISAL INFORMATION		Parcel 016-091-39-000	# 01 of 01	01
Legal SOUTH CENTER BLK 2 LT 4A THE PLATINUM BUILDING		Owner ONC PROPERTIES LLC 70% & AGNI STEVE 15% & JOKIEL SIG 15%		
Site Addr 11001 O'MALLEY CENTRE DR		PO BOX 89	AK 99644	
Prop Info # CONDOMINIUM MASTER				

BUILDING INFORMATION		Property Information # 01
Structure Type HEALTH SPA		Building Number 01
Building SQFT 36,221		Identical Units 01
Year Built 2005	Effective Year Built 2005	Number of Units 001
Grade C		

INTERIOR DATA							
Floor	Level	Partitions	Heat System	Air Conditioner	Plumbing	Physical Condition	Functional
01	01	NORMAL	HOT AIR	CENTRAL	ADEQUATE	NORMAL	NORMAL
02	02	NORMAL	HOT AIR	CENTRAL	ADEQUATE	NORMAL	NORMAL

EXTERIOR DATA							
Floor	Level	Size	Perim	Use Type	Hgt	Wall Type	Const Type
01	01	25,121	758	HEALTH CLUBS	19	METAL SANDWICH	LIGHT STEEL
02	02	11,100	422	HEALTH CLUBS	09	METAL SANDWICH	LIGHT STEEL

BUILDING OTHER FEATURES - ATTACHED IMPROVEMENTS				
Type	Qty	Size1	Size2	
SPRINKLER WET	01	36,221	1	

OTHER BUILDINGS AND YARD IMPROVEMENTS					
Type	Size/Amt	Units	Yr/Built	Condition	Funct/Utility
PAVING ASPHALT PK	24,150	01	2006	NORMAL	NORMAL
PAVING CONC-HEAVY	1,335	01	2006	NORMAL	NORMAL

BUILDING PERMIT INFORMATION

APPRAISAL INFORMATION

Legal SOUTH CENTER
BLK 2 LT 4A
THE PLATINUM BUILDING

Parcel 016-091-39-000 # 01 of 01

01

Prop Info # CONDOMINIUM MASTER
Site Addr 11001 O'MALLEY CENTRE DR

Owner ONC PROPERTIES LLC 70% &
AGNI STEVE 15% &
JOKIEL SIG 15%
PO BOX 89
OUZINKIE AK 99644

BUILDING PERMITS

Permit # 05 5558
06 5900

Class Type C
Class Use COMBINED
Date May 26, 2005
Address 11001 O'MALLEY CENTRE DR
Cond Occ/Occ 20061031 | 20070220

Certification
Contract Type OWNER
Name ONC PROPERTIES LLC 70% &
E-mail
Phone () -
Fax () -
Address PO BOX 89
City/State/Zip OUZINKIE AK 99644-0089
Project O'MALLEY PLATINUM BUILDING

Sewer / Water PUBLIC | PUBLIC
Work Type NEW
Work Description 15,646 sq.ft. athletic / 20,130 sq.ft. office

CASES

Case Number
of Parcels
Hearing Date

PERMIT COMMENT

OWNER HISTORY

APPRAISAL INFORMATION	Parcel 016-091-39-000	# 01 of 01	# 01
Legal SOUTH CENTER BLK 2 LT 4A	Property Info # Descr CONDOMINIUM MASTER		Site Adress 11001 O'MALLEY CENTRE DR

Current 07/07/04 ONC PROPERTIES LLC 70% & AGNI STEVE 15% & JOKIEL SIG 15% PO BOX 89 OUZINKIE AK 99644 0089	3rd 0000 0000 //
Prev 3837 0000 05/14/01 OMALLEY GARDENS LLC 11051 O'MALLEY CENTRE DRIVE ANCHORAGE AK 99515	4th 0000 0000 //
2nd 0000 0000 //	5th 0000 0000 //

Content ID: 009606**Type:** AR_AllOther - All Other Resolutions

A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY APPROVING AN ALCOHOLIC BEVERAGES CONDITIONAL USE FOR A RECREATIONAL SITE USE AND LICENSE NUMBER 5004 IN THE B-3 (GENERAL BUSINESS) DISTRICT, FOR THE ALASKA CLUB INC., DBA THE ALASKA CLUB; LOCATED AT 11001 O'MALLEY CENTRE DRIVE, SOUTH CENTER SUBDIVISION, BLOCK 2, LOT 4A, THE PLATINUM BUILDING; GENERALLY LOCATED ON THE EAST SIDE OF O'MALLEY CENTRE DRIVE AND NORTH OF EAST 112TH AVENUE. (Bayshore/Klatt Community Council) (Case 2010-127)

Author: chambersac**Initiating Dept:** Planning**Date Prepared:** 11/9/10 12:51 PM**Director Name:** Jerry T. Weaver, Jr.**Assembly Meeting Date:** 11/23/10**Public Hearing Date:** 11/23/10

Workflow Name	Action Date	Action	User	Security Group	Content ID
Clerk_Admin_SubWorkflow	11/12/10 11:05 AM	Exit	Joy Maglaqui	Public	009606
MuniManager_SubWorkflow	11/12/10 11:05 AM	Approve	Joy Maglaqui	Public	009606
CFO_SubWorkflow	11/10/10 5:22 PM	Approve	Lucinda Mahoney	Public	009606
Commun_Dev_SubWorkflow	11/9/10 1:54 PM	Approve	Jerry Weaver Jr.	Public	009606
Planning_SubWorkflow	11/9/10 1:54 PM	Approve	Jerry Weaver Jr.	Public	009606
AllOtherARWorkflow	11/9/10 12:53 PM	Checkin	Angela Chambers	Public	009606

NEW PUBLIC HEARINGS