



# DEVELOPMENT PERMIT APPLICATION

NOTE: Development Permit Application forms must accompany all other Community Development Department land use applications. This form and all documents associated with it are public record once submitted.

To be completed by Applicant	<b>PROPERTY LOCATION</b>	
	Physical Address <b>6525 Glacier Highway, Juneau, AK 99801</b>	
	Legal Description(s) (Subdivision, Survey, Block, Tract, Lot) <b>Please refer to the attached legal description.</b>	
	Parcel Number(s) <b>5B1301070032</b>	
	<input type="checkbox"/> This property is located in the downtown historic district <input type="checkbox"/> This property is located in a mapped hazard area, if so, which _____	
	<b>LANDOWNER/ LESSEE</b>	
	Property Owner <b>Amerco Real Estate Company (AREC)</b>	Contact Person <b>Matthew F. Braccia, President</b>
	Mailing Address <b>2727 N. Central Ave., Ste. 500, Phoenix, AZ 85004</b>	Phone Number(s) <b>602-263-6555</b>
	E-mail Address	
	<b>LANDOWNER/ LESSEE CONSENT</b>	
Required for Planning Permits, not needed on Building/ Engineering Permits. Consent is required of all landowners/ lessees. If submitted with the application, alternative written approval may be sufficient. Written approval must include the property location, landowner/ lessee's printed name, signature, and the applicant's name.		
I am (we are) the owner(s) or lessee(s) of the property subject to this application and I (we) consent as follows: A. This application for a land use or activity review for development on my (our) property is made with my complete understanding and permission. B. I (we) grant permission for the City and Borough of Juneau officials/employees to inspect my property as needed for purposes of this application.		
<b>Matthew F. Braccia, President Amerco Real Estate Company (AREC)</b> <span style="float: right;"><b>Owner</b></span>		
Landowner/Lessee (Printed Name)	Title (e.g.: Landowner, Lessee)	
 Landowner/Lessee (Signature)	<b>05/18/23</b> Date	
_____		
Landowner/Lessee (Printed Name)	Title (e.g.: Landowner, Lessee)	
_____		
Landowner/Lessee (Signature)	Date	
NOTICE: The City and Borough of Juneau staff may need access to the subject property during regular business hours. We will make every effort to contact you in advance, but may need to access the property in your absence and in accordance with the consent above. Also, members of the Planning Commission may visit the property before a scheduled public hearing date.		
<b>APPLICANT</b> <span style="float: right;">If same as LANDOWNER, write "SAME"</span>		
Applicant (Printed Name) <b>"SAME"</b>	Contact Person <b>Gurnoor Kaur, Planner</b>	
Mailing Address <b>2727 N. Central Ave., Ste. 500, Phoenix, AZ 85004</b>	Phone Number(s) <b>602-263-6649</b>	
E-mail Address <b>gurnoor_kaur@uhaul.com</b>		
 Applicant's Signature	<b>05.18.2023</b> Date of Application	

DEPARTMENT USE ONLY BELOW THIS LINE

Intake Initials  
**JLS**

**INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED**

Case Number	Date Received
	<b>01-02-24</b>

For assistance filling out this form, contact the Permit Center at 586-0770.



# ALLOWABLE/CONDITIONAL USE PERMIT APPLICATION

See reverse side for more information regarding the permitting process and the materials required for a complete application.

**NOTE: Must be accompanied by a DEVELOPMENT PERMIT APPLICATION form.**

To be completed by Applicant

**PROJECT SUMMARY**  
Adaptive reuse of the current vacant property, into a U-Haul Moving & Storage Facility.

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**TYPE OF ALLOWABLE OR CONDITIONAL USE PERMIT REQUESTED**  
 Accessory Apartment – Accessory Apartment Application (AAP)  
 Use Listed in 49.25.300 – Table of Permissible Uses (USE)  
 Table of Permissible Uses Category: USE 9.050 & USE 10.210, 10.220

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**IS THIS A MODIFICATION or EXTENSION OF AN EXISTING APPROVAL?**     YES – Case # \_\_\_\_\_     NO

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**UTILITIES PROPOSED**      WATER:  Public  On Site      SEWER:  Public  On Site

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**SITE AND BUILDING SPECIFICS**  
 Total Area of Lot 468,270 square feet      Total Area of Existing Structure(s) 122,278 square feet  
 Total Area of Proposed Structure(s) 468,270 square feet

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**EXTERNAL LIGHTING**  
 Existing to remain       No       Yes – Provide fixture information, cutoff sheets, and location of lighting fixtures  
 Proposed                       No       Yes – Provide fixture information, cutoff sheets, and location of lighting fixtures.

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**ALL REQUIRED DOCUMENTS ATTACHED**

**Narrative including:**

- Current use of land or building(s)
- Description of project, project site, circulation, traffic etc.
- Proposed use of land or building(s)
- How the proposed use complies with the Comprehensive Plan

**Plans including:**

- Site plan
- Floor plan(s)
- Elevation view of existing and proposed buildings
- Proposed vegetative cover
- Existing and proposed parking areas and proposed traffic circulation
- Existing physical features of the site (e.g.: drainage, habitat, and hazard areas)

*If this is a modification or extension include:*

- Notice of Decision and case number
- Justification for the modification or extension
- Application submitted at least 30 days before expiration date

-----DEPARTMENT USE ONLY BELOW THIS LINE-----

ALLOWABLE/CONDITIONAL USE FEES			
	Fees	Check No.	Receipt
			Date
Application Fees	\$ <u>1600.00</u>		
Admin. of Guarantee	\$ <u>—</u>		
Adjustment	\$ <u>—</u>		
Pub. Not. Sign. Fee	\$ <u>50.00</u>		
Pub. Not. Sign. Deposit	\$ <u>100.00</u>		
<b>Total Fee</b>	<b>\$ <u>1,750.00</u></b>		

This form and all documents associated with it are public record once submitted.

**INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED**

For assistance filling out this form, contact the Permit Center at 586-0770.

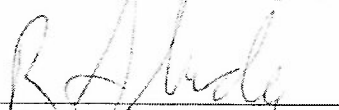
Case Number	Date Received
	01-02-24

**Officer's Certificate**  
Amerco Real Estate Company  
a Nevada corporation

The undersigned, being the duly elected and qualified Assistant Secretary of Amerco Real Estate Company, a Nevada corporation, (the "Company") does hereby certify that Matthew F. Braccia currently serves as President of the Company and is authorized to execute all documents on behalf of the Company.

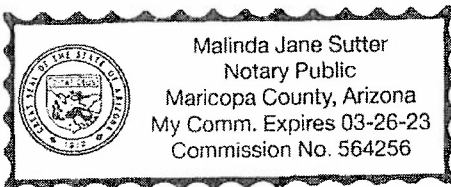
Dated this 21 day of March, 2023.

Amerco Real Estate Company

  
\_\_\_\_\_  
Randal W. Studer, Jr., Assistant Secretary

STATE OF ARIZONA     )  
  )  
COUNTY OF MARICOPA )

This instrument was acknowledged before me on this 21<sup>ST</sup> day of March, 2023, by Randal W. Studer, Jr., Assistant Secretary of Amerco Real Estate Company, a Nevada corporation, on behalf of said entity.



  
\_\_\_\_\_  
NOTARY PUBLIC



BARBARA K. CEGAVSKE  
 Secretary of State  
 202 North Carson Street  
 Carson City, Nevada 89701-4201  
 (775) 684-5708  
 Website: www.nvsos.gov  
 www.nvsilverflume.gov

# Annual or Amended List and State Business License Application

ANNUAL  AMENDED (check one)

List of Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers:

**AMERCO REAL ESTATE COMPANY**

**NV19851009208**

NAME OF ENTITY

Entity or Nevada Business  
Identification Number (NVID)

**TYPE OR PRINT ONLY - USE DARK INK ONLY - DO NOT HIGHLIGHT**

**IMPORTANT:** Read instructions before completing and returning this form.

Please indicate the entity type (check only one):

- Corporation
  - This corporation is publicly traded, the Central Index Key number is:
- Nonprofit Corporation (see nonprofit sections below)
- Limited-Liability Company
- Limited Partnership
- Limited-Liability Partnership
- Limited-Liability Limited Partnership
- Business Trust
- Corporation Sole

Filed in the Office of <i>Barbara K. Cegavske</i> Secretary of State State Of Nevada	Business Number <b>C3816-1985</b> Filing Number <b>20222235113</b> Filed On <b>04/06/2022 16:17:02 PM</b> Number of Pages <b>3</b>
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Additional Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers, may be listed on a supplemental page.

**CHECK ONLY IF APPLICABLE**

Pursuant to NRS Chapter 76, this entity is exempt from the business license fee.

- 001 - Governmental Entity
- 006 - NRS 680B.020 Insurance Co, provide license or certificate of authority number

**For nonprofit entities formed under NRS chapter 80:** entities without 501(c) nonprofit designation are required to maintain a state business license, the fee is \$200.00. Those claiming an exemption under 501(c) designation must indicate by checking box below.

- Pursuant to NRS Chapter 76, this entity is a 501(c) nonprofit entity and is exempt from the business license fee. Exemption Code 002

**For nonprofit entities formed under NRS Chapter 81:** entities which are Unit-owners' association or Religious, Charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C § 501(c) are excluded from the requirement to obtain a state business license. Please indicate below if this entity falls under one of these categories by marking the appropriate box. If the entity does not fall under either of these categories please submit \$200.00 for the state business license.

- Unit-owners' Association
- Religious, charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C. §501(c)

**For nonprofit entities formed under NRS Chapter 82 and 80: Charitable Solicitation Information - check applicable box**

Does the Organization intend to solicit charitable or tax deductible contributions?

- No - no additional form is required
- Yes - the "Charitable Solicitation Registration Statement" is required.
- The Organization claims exemption pursuant to NRS 82A 210 - the "Exemption From Charitable Solicitation Registration Statement" is required

**\*\*Failure to include the required statement form will result in rejection of the filing and could result in late fees.\*\***



BARBARA K. CEGAVSKE  
 Secretary of State  
 202 North Carson Street  
 Carson City, Nevada 89701-4201  
 (775) 684-5708  
 Website: [www.nvsos.gov](http://www.nvsos.gov)  
[www.nvsilverflume.gov](http://www.nvsilverflume.gov)

**Annual or Amended List  
 and State Business License  
 Application - Continued**

**Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers:**

CORPORATION, INDICATE THE <u>TREASURER</u> :			
<b>JASON A BERG</b>		<b>USA</b>	
Name		Country	
<b>2727 N. CENTRAL AVENUE</b>	<b>PHOENIX</b>	<b>AZ</b>	<b>85004</b>
Address	City	State	Zip/Postal Code
CORPORATION, INDICATE THE <u>DIRECTOR</u> :			
<b>JASON A BERG</b>		<b>USA</b>	
Name		Country	
<b>2727 N. CENTRAL AVE</b>	<b>PHOENIX</b>	<b>AZ</b>	<b>85004</b>
Address	City	State	Zip/Postal Code
CORPORATION, INDICATE THE <u>DIRECTOR</u> :			
<b>DANIEL R MULLEN</b>		<b>USA</b>	
Name		Country	
<b>2727 N. CENTRAL AVE</b>	<b>PHOENIX</b>	<b>AZ</b>	<b>85004</b>
Address	City	State	Zip/Postal Code
CORPORATION, INDICATE THE <u>PRESIDENT</u> :			
<b>MATTHEW F BRACCIA</b>		<b>USA</b>	
Name		Country	
<b>2727 N CENTRAL AVE</b>	<b>PHOENIX</b>	<b>AZ</b>	<b>85004</b>
Address	City	State	Zip/Postal Code
CORPORATION, INDICATE THE <u>DIRECTOR</u> :			
<b>RICHARD J HERRERA</b>		<b>USA</b>	
Name		Country	
<b>2727 N. CENTRAL AVENUE</b>	<b>PHOENIX</b>	<b>AZ</b>	<b>85004</b>
Address	City	State	Zip/Postal Code
CORPORATION, INDICATE THE <u>DIRECTOR</u> :			
<b>EDWARD J SHOEN</b>		<b>USA</b>	
Name		Country	
<b>2727 N. CENTRAL AVENUE</b>	<b>PHOENIX</b>	<b>AZ</b>	<b>85004</b>
Address	City	State	Zip/Postal Code
CORPORATION, INDICATE THE <u>DIRECTOR</u> :			
<b>SAMUEL J SHOEN</b>		<b>USA</b>	
Name		Country	
<b>2727 N. CENTRAL AVE</b>	<b>PHOENIX</b>	<b>AZ</b>	<b>85004</b>
Address	City	State	Zip/Postal Code
CORPORATION, INDICATE THE <u>DIRECTOR</u> :			

STUART M SHOEN

USA

Name

Country

209 E CLARENDON AVENUE

PHOENIX

AZ

85012

Address

City

State

Zip/Postal Code

CORPORATION, INDICATE THE DIRECTOR:

MATTHEW F BRACCIA

USA

Name

Country

2727 N. CENTRAL AVENUE

PHOENIX

AZ

85004

Address

City

State

Zip/Postal Code

CORPORATION, INDICATE THE SECRETARY:

Laurence J De Respino

USA

Name

Country

2721 N Central Avenue

Phoenix

AZ

85004

Address

City

State

Zip/Postal Code

CORPORATION, INDICATE THE ASSISTANT TREASURER:

Kevin J Harte

USA

Name

Country

5555 Kietzke Lane #100

Reno

NV

89511

Address

City

State

Zip/Postal Code

CORPORATION, INDICATE THE ASSISTANT TREASURER:

Tobias C Bridgeman

USA

Name

Country

5555 Kietzke Lane #100

Reno

NV

89511

Address

City

State

Zip/Postal Code

CORPORATION, INDICATE THE ASSISTANT SECRETARY:

Wesley Chadwick

USA

Name

Country

2721 N Central Avenue

Phoenix

AZ

85004

Address

City

State

Zip/Postal Code

CORPORATION, INDICATE THE ASSISTANT SECRETARY:

Randal W Studer

USA

Name

Country

2721 N Central Avenue

Phoenix

AZ

85004

Address

City

State

Zip/Postal Code

None of the officers and directors identified in the list of officers has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of an officer or director in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X Laurence J De Respino

Secretary

04/06/2022

Signature of Officer, Manager, Managing Member, General Partner, Managing Partner, Trustee, Subscriber, Member, Owner of Business, Partner or Authorized Signer FORM WILL BE RETURNED IF

Title

Date

UNSIGNED

# AMERCO<sup>®</sup>

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## REAL ESTATE COMPANY

2727 North Central Avenue, 5-N • Phoenix, Arizona 85004  
Phone: 602.263.6555 •

### Project Narrative

AMERCO Real Estate Company (AREC) has prepared this CUP (Conditional Use Permit) application package, for the opportunity to receive Juneau City & Borough's participation and counseling regarding the property located at 6525 Glacier Hwy., Juneau, AK 99801. AREC is the wholly owned real estate subsidiary of the U-Haul System.

U-Haul is proposing an adaptive reuse of the existing building by converting it into a U-Haul Moving and Storage Facility. The U-Haul uses consist of self-storage, U-Haul truck and trailer sharing, and related retail sales. The interior of the building will be retrofitted to house self-storage units, that the customers can rent. The building will be used structurally as is except for imaging and signage. The U-Haul trucks and trailers, to be rented by their customers, will be parked clearly in the area labelled "Proposed Equipment Shunting" on the submitted site plan. This development will allow U-Haul to better serve the storage needs of the community and activate a property that is currently underutilized and vacant.

The property is currently zoned GC (General Commercial), and the proposed U-Haul use of self-storage will be permitted use while the use of U-Haul truck and trailer sharing will require a CUP (Conditional Use Permit). U-Haul is applying for this CUP to allow its use.

Custom site design for every U-Haul store assures that the facility complements the community it serves. Adherence to community objectives is key to ensuring that each U-Haul store is both a neighborhood asset and an economic success. U-Haul is more of a commercial type of use that serves residential communities within a 3-5-mile radius. U-Haul feels that this proposed development would be an appropriate use for the property and there are proven benefits for allowing self-storage facilities in communities:

- Self-storage facilities are quiet
- They provide an excellent buffer between zones
- They create very little traffic
- They have little impact on utilities
- They have no impact on schools
- They provide a good tax revenue
- They provide a community service

U-Haul Moving and Storage is a convenience business. U-Haul's philosophy is to place U-Haul stores in high growth residential areas, where they fill a need for U-Haul's products and services. Customers are made aware of the U-Haul store, primarily via drive-by awareness, much like that of a convenience store, restaurant, or hardware store.

#### **The U-Haul Store:**

U-Haul stores characteristically serve the do-it-yourself household customer. The U-Haul Store will be staffed with 10-15 employees, both full-time and part-time.

- Families typically use U-Haul Self-Storage rooms to store furniture, household goods, sporting equipment, or holiday decorations. During transition periods between moves, moving to a smaller home, combining households, or clearing away clutter to prepare a home for sale, storage customers will typically rent a room for a period of two months to one year.

- Families generally arrive in their own automobiles, enter the showroom, and may choose from a variety of products and services offered there. Families who need packing supplies in advance of a move or to ship personal packages can choose from a variety of retail sales items, including cartons, tape, and sustainable packing materials. These retail items are available for purchase in the 'Proposed Retail' provided on the 1<sup>st</sup> floor of the climatized, self-storage building. Please refer to the submitted site plan.
- U-Haul self-storage customers will typically use U-Haul equipment or their personal vehicle to approach the loading area and enter the building through clearly defined customer access. All new U-Haul stores are designed with interior storage room access, giving the customer the added value of increased security, and the community the benefit of a more aesthetically pleasing exterior.
- Provided with the submittal package are the detailed elevation renderings and signage proposal typical to any U-Haul adaptive reuse project. This project's specific renderings are in production and will be ready soon for the staff to review. The building signage clearly calls out for the U-Haul customer, the different functional areas that are accessible to the U-Haul customer. In doing so, the U-Haul customers can easily decide and direct their traffic towards and near the relevant section of the building.
- U-Haul stores also provide truck and trailer sharing for household moving, either in-town or across country. Families who tow U-Haul trailers, boats, or recreational trailers can select, and have installed, the hitch and towing packages that best meet their needs. The U-Haul trucks and trailers, to be rented by the customers, will be parked clearly in the area labelled 'Proposed Equipment Shunting' on the submitted site plan. This area of shunting is only accessible to the U-Haul employee, and they will bring the equipment to the U-Haul customer, who has rented it.
- Please refer to the submitted site plan, and floor plan for detailed square footage of various functional areas. The existing lighting structures in the parking lot area shall remain as is and will be utilized by the U-Haul facility. These have been called out on the submitted site plan.
- The facility will use the existing stormwater and drainage system, as is. This is so, as U-Haul is not causing any land disturbance to the site area, and most of the changes are to the inside of the existing structure.

**U-Haul believes that their project complies with the policies of the 2013 Juneau Comprehensive Plan:**

- The U-Haul property is within the Commercial land use category, while having compatible land uses surrounding its location. To the east and west of the property are Commercial, and Institutional - Public land uses. To the south is Commercial, and to the north is Medium Density Residential land use. Due to the medium density residential property sizes, they have limited storage spaces and that leads to a need for them to have access to affordable storage areas, such as those provided by U-Haul.
- Through the CUP, the addition of the U-Haul truck & trailer sharing (rentals) use to the land will not materially endanger the public health or safety. The proposed U-Haul use through the CUP provides an essential service to the community or region by allowing truck sharing and thus, reducing carbon footprint of multiple cars on the street and not adding any traffic congestion to the surrounding area.
- The proposed U-Haul uses will not involve uses, activities, processes, materials, equipment and conditions or operations that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, or odors.
- The proposed U-Haul uses will not negatively impact the value of the abutting property. The proposed U-Haul uses of the land will be in harmony with the scale, bulk, coverage, density, and character of the area of the neighborhood in which it is located.
- The proposed U-Haul uses of the land are appropriately located with respect to transportation facilities, utilities, fire and police protection, waste disposal, and similar characteristics.
- The proposed U-Haul use will not cause undo traffic congestion or create a traffic hazard. The proposed U-Haul uses will have vehicular approaches to the property that are designed to not interfere with traffic on surrounding public thoroughfares.

**Adaptive Reuse & Sustainable Practices:**

- It is important to recognize the significant changes that have occurred within the retail landscape over the past several years. A perfect example of this is the outdated "big box" retailer, such as Kmart, who has quickly become obsolete. These retailers are closing at a rapid pace leaving behind large footprints that then remain vacant for years at a time.



- U-Haul has worked closely with cities throughout the country to combat this very problem in a sustainable, efficient, and beneficial way. U-Haul's proposal to convert this building through adaptive reuse is in line with their long history of revitalizing vacant commercial properties. U-Haul has been met with success in turning these properties into productive businesses that both provide jobs and help promote infill development. The adaptive reuse of this property will help enhance and preserve the economic value of the neighborhood by building within the existing fabric of the local community.
- U-Haul prides itself on their award-winning sustainable practices, which they strive to incorporate into all aspects of their business. They embrace their responsibility to act as a good corporate citizen and are continually refining their products, services, and activities to reflect that.

**Significant Policies:**

- Hours of Operation:
 

Mon. - Thurs.	7:00 a.m. to 7:00 p.m.
Fri.	7:00 a.m. to 8:00 p.m.
Sat.	7:00 a.m. to 7:00 p.m.
Sun.	9:00 a.m. to 5:00 p.m.
- All U-Haul storage customers are issued a card-swipe style identification card that must be used to gain access to their room. This is but one of many security policies which protect the customer's belongings and decrease the ability of unauthorized access to the facility.
- It is against policy for a business to be operated from a U-Haul storage room.
- Customers and community residents who wish to use the on-site dumpsters for disposing of refuse must gain permission to do so and are assessed an additional fee.
- Items that may not be stored include: chemicals, flammables, and paints.
- U-Haul stores are protected by video surveillance.
- U-Haul stores are non-smoking facilities.
- U-Haul will provide added services and assistance to its customers with disabilities.

**Security Features:**

- "State-of-the-Art" Burglar/Max Alarm System, includes 24 Hour monitoring and interior motion detectors on all storage floors, stairwells, and main showroom.
- Hands Free Intercom System, able to communicate to all Max Stations throughout all floors of storage, specifically designed for customer use.
- 24 Hour Digital, HD Video Surveillance, with remote & web base viewing
- Individually Alarmed Rooms, armed & disarmed by a Keypad/Card swipe.
- 16+ Color/ HD, Day, and Night Cameras, will display facilities interior, exterior and elevator.
- Multiple, Audible Sirens for Storage and Burglar Alarms
- The Exclusive U-Haul patented latch contact is used in all storage units.

**Traffic Study:**

- U-Haul stores generate less vehicular traffic volume while still embodying an active-use site. Truck and trailer sharing, and self-storage all represent dynamic transitions from one customer to another. DIY moving customers are presented with opportunities to utilize equipment and storage on a temporary basis, supporting a shared-economy, an effective economic model, and an environmentally-sound way to conduct business.

**U-Haul looks forward to working with City & Borough of Juneau, Alaska as you consider this submitted CUP application package.**



(907) 586-0715  
 CDD\_Admin@juneau.org  
 www.juneau.org/community-development  
 155 S. Seward Street • Juneau, AK 99801

## U-Haul

Case Number: PAC2022 0050  
 Applicant: Maya Lorimer  
 Property Owner: Glacier Highway LLC  
 Property Address: 6525 Glacier Highway  
 Parcel Code Number: 5B1301070032  
 Site Size: 10.75 acres  
 Zoning: General Commercial  
 Existing Land Use: Vacant lot; former Walmart building

Conference Date: November 9, 2022  
 Report Issued: November 18, 2022

**DISCLAIMER: Pre-application conferences are conducted for purposes of providing applicants with a preliminary review of a project and timeline. Pre-application conferences are not based on a complete application, and are not a guarantee of final project approval.**

## List of Attendees

Note: Copies of the Pre-Application Conference Report will be emailed, instead of mailed, to participants who have provided their email address below.

Name	Title	Email address
Maya Lorimer	Applicant	<a href="mailto:Maya_Lorimer@uhaul.com">Maya_Lorimer@uhaul.com</a>
Teri Camery	Planning	<a href="mailto:Teri.Camery@juneau.org">Teri.Camery@juneau.org</a>
Emily Suarez	Planning	<a href="mailto:Emily.Suarez@juneau.org">Emily.Suarez@juneau.org</a>
Sydney Hawkins	Permit Tech	<a href="mailto:Sydney.Hawkins@juneau.org">Sydney.Hawkins@juneau.org</a>
Jill Maclean	Community Development Department Director	<a href="mailto:Jill.Maclean@juneau.org">Jill.Maclean@juneau.org</a>
Dan Jager	Fire Marshal	<a href="mailto:Dan.Jager@juneau.org">Dan.Jager@juneau.org</a>

## Conference Summary

### Questions/issues/agreements identified at the conference that weren't identified in the attached reports.

The following is a list of issues, comments and proposed actions, and requested technical submittal items that were discussed at the pre-application conference.

### Project Overview

The applicant proposes to convert the existing 122,278 square foot former Wal-Mart building into a U-Haul Moving and Storage Store consisting of self-storage, U-Haul truck and trailer sharing, and related retail sales. The development will be staffed with 10-15 employees and will operate 7 days a week. At the meeting, the applicant provided additional details regarding the square footage of uses and questioned whether a Conditional Use Permit would still be required. Staff requested that the applicant send an email with those details, for further consideration by the department. At this writing staff have not received that email.

Based on the information available at this time, a Conditional Use Permit is required. Application materials should include the following (copied from the application form):

to be complete	<b>ALL REQUIRED DOCUMENTS ATTACHED</b>	
	<input type="checkbox"/> <b>Narrative including:</b> <input type="checkbox"/> Current use of land or building(s) <input type="checkbox"/> Description of project, project site, circulation, traffic etc. <input type="checkbox"/> Proposed use of land or building(s) <input type="checkbox"/> How the proposed use complies with the Comprehensive Plan  <input type="checkbox"/> <b>Plans including:</b> <input type="checkbox"/> Site plan <input type="checkbox"/> Floor plan(s) <input type="checkbox"/> Elevation view of existing and proposed buildings <input type="checkbox"/> Proposed vegetative cover <input type="checkbox"/> Existing and proposed parking areas and proposed traffic circulation <input type="checkbox"/> Existing physical features of the site (e.g.: drainage, habitat, and hazard areas)	<i>If this is a modification or extension include:</i> <input type="checkbox"/> Notice of Decision and case number <input type="checkbox"/> Justification for the modification or extension <input type="checkbox"/> Application submitted at least 30 days before expiration date

Expanding on the requirements above, the project narrative should provide:

- A detailed explanation on the various uses in the building and on the lot
- Hours/days/seasons of operation;
- Number of employees;
- A description of lighting;
- A description of drainage and stormwater management;
- A description of vegetative cover;
- A description of the number of parking spaces;
- Compatibility with the surrounding neighborhood; and
- How the project complies with the policies of the 2013 Juneau Comprehensive Plan.

Expanding on the requirements above, the site plan should provide:

- A detailed breakdown of uses in the building and on the lot, with the square footage of each use
- A parking plan that demonstrates the number of spaces and verifies the required dimensions and aisle widths per the parking code, attached;
- A lighting plan, unless such plan is adequately covered in the project narrative; and

- Vegetative cover in accordance with the 10 percent minimum requirement.

### Planning Division

1. **Zoning** – General Commercial
2. **Setbacks** – 10' front, 10' rear, 10' sides
3. **Height** – 55' permissible uses; 45' accessory uses
4. **Access** – Glacier Highway
5. **Parking & Circulation**– Parking requirements will be determined based on the final site plan and breakdown of uses. Parking requirements are provided in CBJ 49.40, attached. The parking and site plan should provide clear detail on ingress and egress points; parking space dimensions; accessible spaces; aisle widths; and circulation plans.
6. **Lot Coverage** – No maximum lot coverage
7. **Vegetative Coverage** – 10 percent. Vegetative cover must be demonstrated in the site plan.
8. **Lighting** – A lighting plan is required with the application. All exterior lighting fixtures shall be a “full cutoff” design.
9. **Noise** – Operation and construction must comply with the CBJ Noise standard, per attachment.
10. **Flood** – The parcel is adjacent to, but not within, an AE Special Flood Hazard Area.
11. **Hazard/Mass Wasting/Avalanche/Hillside Endorsement** – N/A
12. **Wetlands** – N/A
13. **Habitat** – Check with the U.S. Fish and Wildlife on the presence of eagle nests in the area. The presence of eagle nests may impact construction scheduling. No anadromous waterbodies are on the subject parcel, or within 50 feet.
14. **Plat or Covenant Restrictions** – N/A
15. **Traffic** – Per CBJ 49.400.300(a)(1), a development projected to generate 500 or more average daily trips shall be required to have a traffic impact analysis. The applicant’s use comparison chart indicates up to 53 trips per day for an 80,000 square foot U-Haul Center. The proposed center is 122,278 square feet, a 50 percent increase from the chart, which would indicate approximately 77 trips per day. Based on this information, a traffic impact analysis will not be required.
16. **Nonconforming situations** – There are no known nonconforming situations on the property.

### Building Division

17. **Building** – Proposed plans will be reviewed during the permitting process. No comments at this time.
18. **Outstanding Permits** –
  - a. BLD-1017801 – “CONST OF SOIL RETAINING WALL-REPLACING FILL & LANDSCAPING”

### General Engineering/Public Works

19. **Engineering** – N/A
20. **Drainage** – A Grading Plan shall be submitted and reviewed through the building permit process.
21. **Utilities** – (water, power, sewer, etc.) Utilities will be reviewed during the building permit process once engineered designs are submitted.

### **Fire Marshal**

22. **Fire Items/Access** – The fire marshal did not have any concerns at the meeting. Additional review will be provided through the Conditional Use Permit review process.

### **Other Applicable Agency Review**

23. N/A

### **List of required applications**

Based upon the information submitted for pre-application review, the following list of applications must be submitted in order for the project to receive a thorough and speedy review.

1. Development Permit Application
2. Conditional Use Permit Application

### **Additional Submittal Requirements**

Submittal of additional information, given the specifics of the development proposal and site, are listed below. These items will be required in order for the application to be determined Counter Complete.

1. A copy of this pre-application conference report.

### **Exceptions to Submittal Requirements**

Submittal requirements staff has determined **not** to be applicable or **not** required, given the specifics of the development proposal, are listed below. These items will **not** be required in order for the application to be reviewed.

1. N/A

### **Fee Estimates**

The preliminary plan review fees listed below can be found in the CBJ code section 49.85.

Based upon the project plan submitted for pre-application review, staff has attempted to provide an accurate estimate for the permits and permit fees which will be triggered by your proposal.

1. Conditional Use Permit, \$1600.00
2. Conditional Use Permit Public Notice Sign Fee \$50; deposit \$100
3. Sign Permit Application - \$50 for the first 2 signs, \$20 for each additional sign.

For informational handouts with submittal requirements for development applications, please visit our website at [www.juneau.org/community-development](http://www.juneau.org/community-development).

### **Submit your Completed Application**

You may submit your application(s) online via email to [permits@juneau.org](mailto:permits@juneau.org)

OR in person with payment made to:

City & Borough of Juneau, Permit Center  
230 South Franklin Street  
Fourth Floor Marine View Center  
Juneau, AK 99801

Phone: (907) 586-0715

Web: [www.juneau.org/community-development](http://www.juneau.org/community-development)

Attachments:

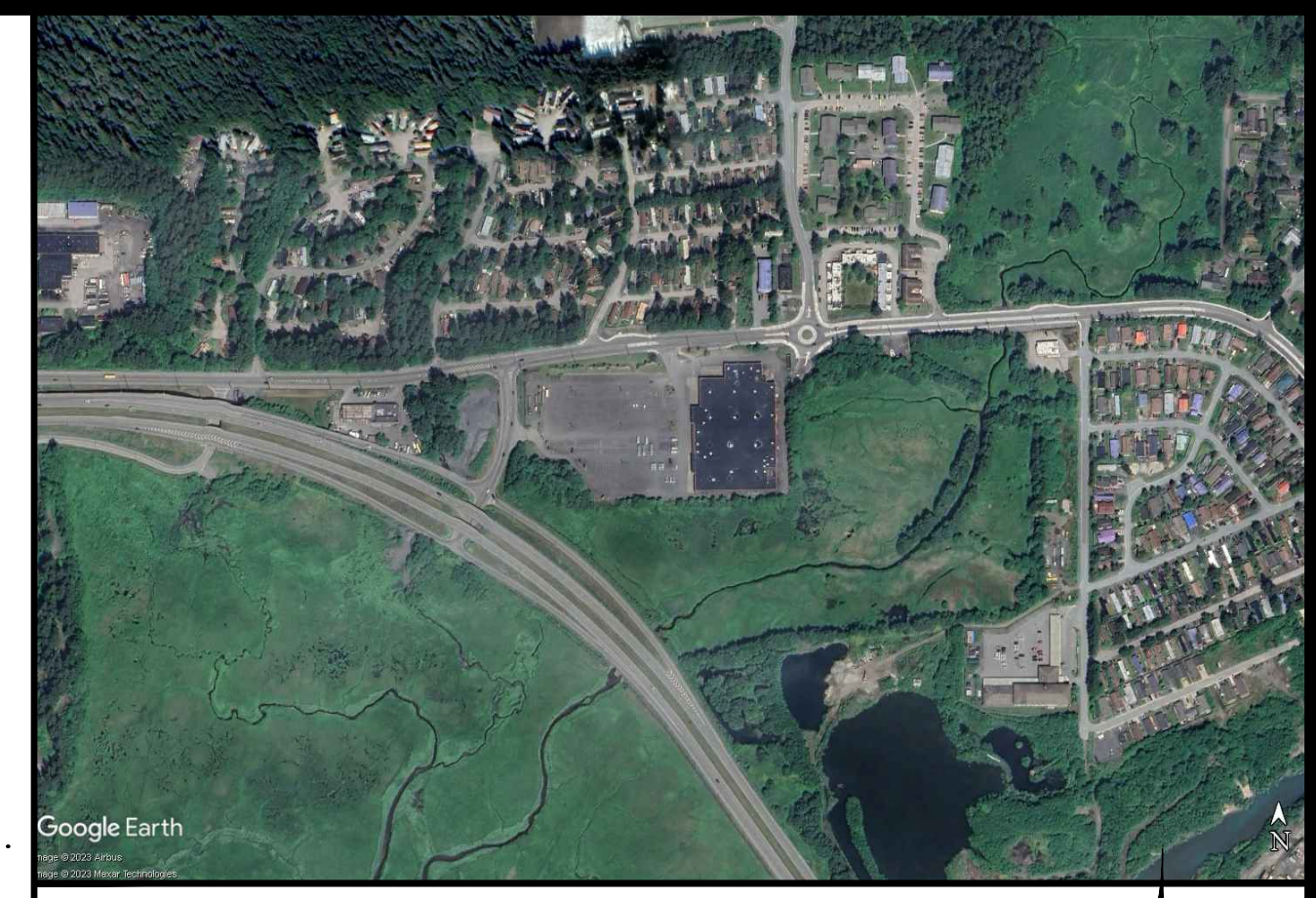
CBJ 49.15.330 – Conditional Use Permit

CBJ 49.40 Parking and Circulation

Noise Ordinance and Performance Standards

Development Permit Application

Conditional Use Permit Application



AERIAL VIEW

N.T.S.

REVISIONS:

NO.	DATE	INITIALS	NOTES
1			
2			
3			
4			
5			
6			
7			
8			

PROFESSIONAL SEAL:

PRELIMINARY DOCUMENTS;  
NOT FOR CONSTRUCTION;  
FOR INFORMATION ONLY.

ARCHITECT LOGO:

**AMERCO**  
REAL ESTATE COMPANY

CONSTRUCTION DEPARTMENT  
2727 NORTH CENTRAL AVENUE  
PHOENIX, ARIZONA 85004  
P: (602) 263-6502

SITE ADDRESS:  
U-HAUL OF JUNEAU  
6525 GLACIER HWY  
JUNEAU, AK 99801

SHEET CONTENTS:

PROPOSED  
SITE PLAN

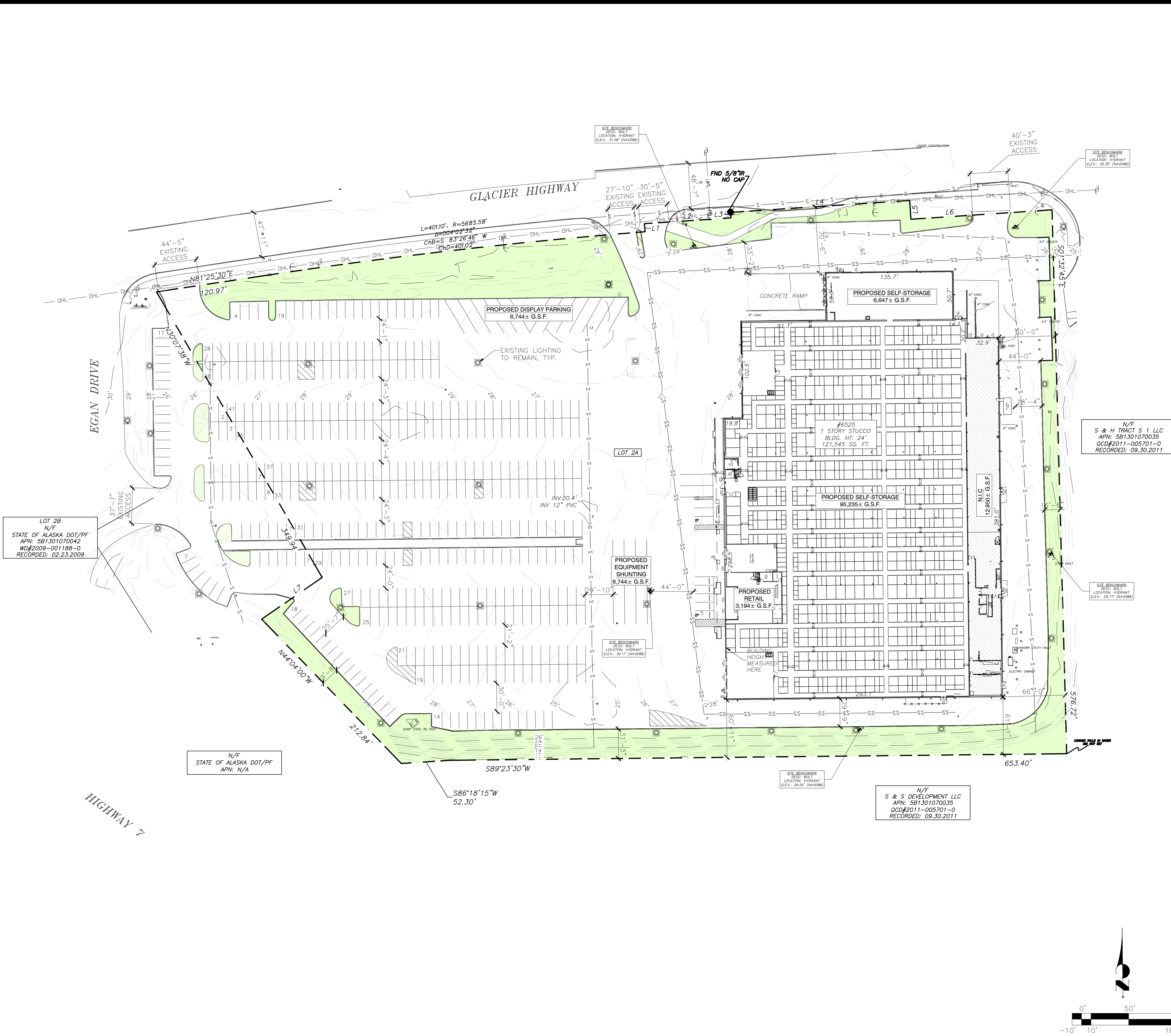
**826075**

DRAWN: AS/BC

CHECKED: NH

DATE: 12/08/23

826075 A1H

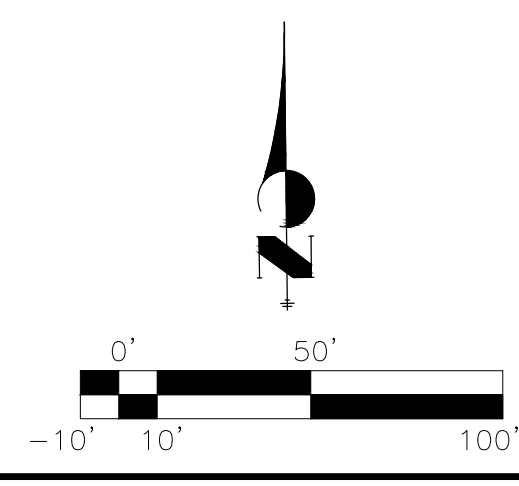


Zoning Information

Project Name: U-Haul Moving & Storage of Lemon Creek Juneau  
 Project Address: 6526 Glacier Hwy, Juneau, AK 99801  
 Municipality: City of Juneau  
 Site Acre / Area: 10.72 Acres / 467,197 SF  
 Zone: GC (General Commercial)  
 Abutting Zoning District: N - D15  
 S - GC  
 E - GC  
 W - GC  
 Proposed Uses: Trucks - CUP  
 Storage - Permitted  
 Min. Lot Area: 2,000 SF  
 Min. Lot Width: 20 ft.  
 Max. Lot Coverage: none  
 Setbacks: Front Yard: 10 ft.  
 Side Yard: 10 ft.  
 Rear Yard: 10 ft.  
 Max. Building Height: 55 ft.  
 Parking: Warehouse, Storage use: 1 per 1,000 SF of GFA  
 101,882 SF / 1,000 SF = 102 spaces  
 Retail Commercial: 1 per 300 SF of GFA  
 3,194 SF / 300 SF = 11 spaces  
 113 spaces required  
 422 spaces provided on site (58 additional spaces off site)  
 Min. Landscaped Area: 10% of lot  
 467,197 SF x .10 = 46,718 SF required  
 62,207 SF or 13% provided

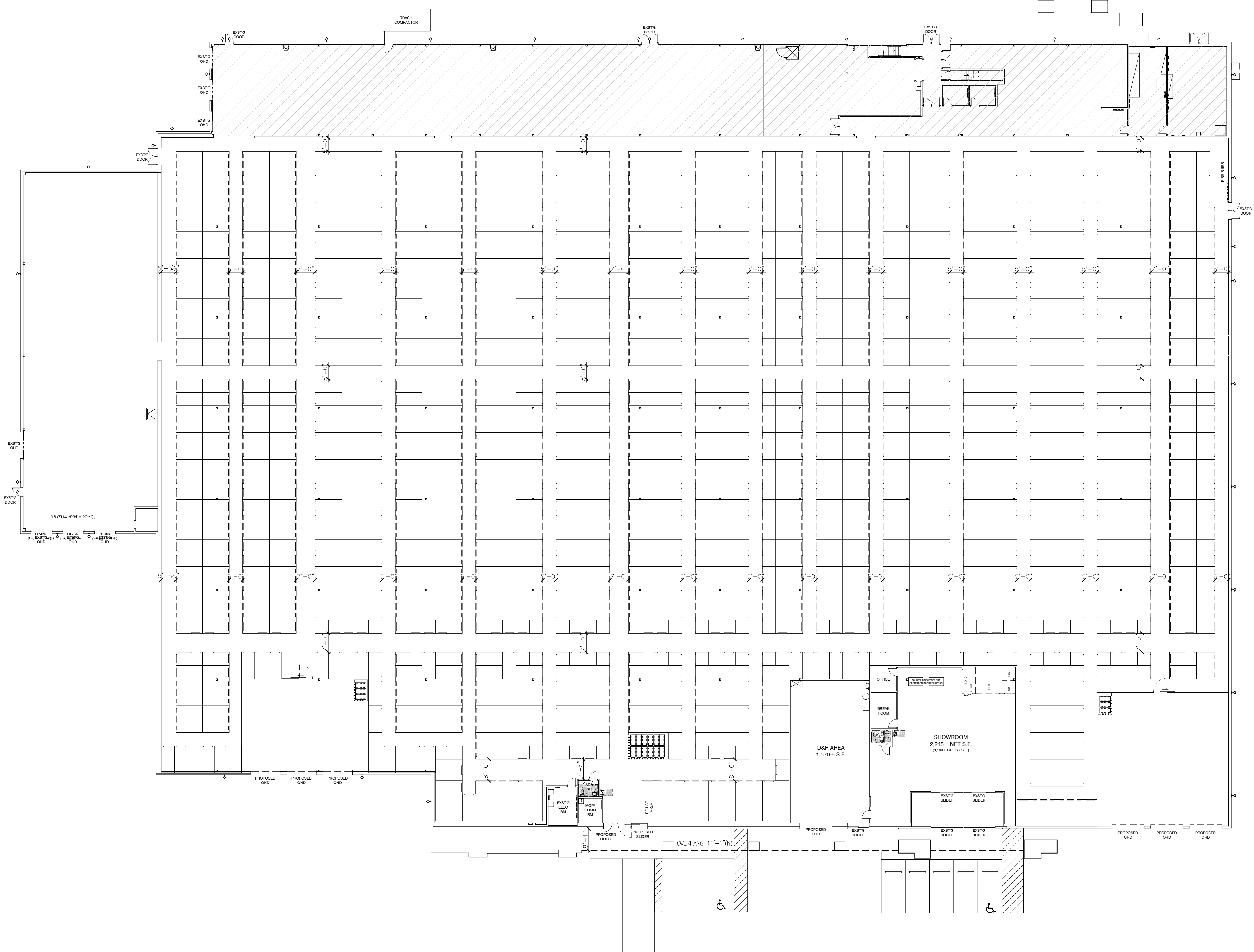
PROPOSED MIX

LOCKER SIZE	INTERIOR		
	QTY.	SO. FT.	%
5 x 5	117	2,925	5%
5 x 7	9	315	0%
5 x 8	1	40	0%
5 x 10	319	15,950	25%
7 x 10	12	840	1%
8 x 10	1	80	0%
10 x 10	321	32,100	50%
10 x 15	81	12,150	19%
TOTAL	835	64,400	100%



SCALE: 1" = 50' - 0"

LOCKER SIZE	INTERIOR		
	QTY.	SQ. FT.	%
5 x 5	117	2,925	5%
5 x 7	9	315	0%
5 x 8	1	40	0%
5 x 10	319	15,950	25%
7 x 10	12	840	1%
8 x 10	1	80	0%
10 x 10	321	32,100	50%
10 x 15	81	12,150	19%
TOTAL	835	64,400	100%



REVISIONS:

NO.	DATE	INITIALS	NOTES
1			
2			
3			
4			
5			
6			
7			
8			

PROFESSIONAL SEAL:

PRELIMINARY DOCUMENTS;  
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ARCHITECT LOGO:

**AMERCO**  
REAL ESTATE COMPANY

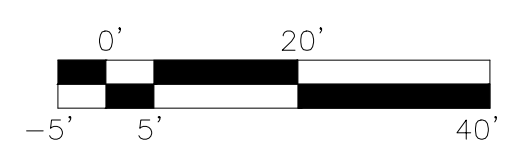
CONSTRUCTION DEPARTMENT  
2727 NORTH CENTRAL AVENUE  
PHOENIX, ARIZONA 85004  
P: (602) 263-6502

SITE ADDRESS:  
U-HAUL OF JUNEAU  
6525 GLACIER HWY  
JUNEAU, AK 99801

SHEET CONTENTS:  
PROPOSED FLOOR PLAN

826075

DRAWN: AS/BC  
CHECKED: NH  
DATE: 12/08/23  
A1  
826075 A1H



SCALE: 1" = 20' - 0"

© 2023 AMERCO REAL ESTATE COMPANY





**MOVING & STORAGE AT WEST LAWTON**  
1050 NW 38th St., Lawton, OK 73505



ADVERTISING & MARKETING ASSOCIATES, INC.



ARCHITECTURAL DESIGN & FACILITY IMAGING

June 21, 2022

Attachment A - Application Packet



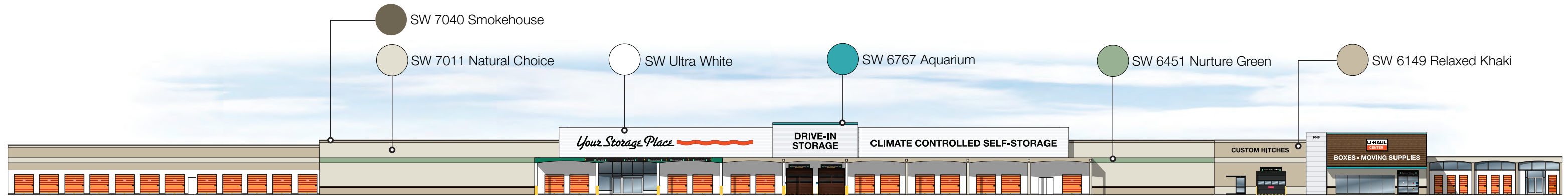
ARCHITECTURAL PANELING PROVIDES ARTICULATION, DEPTH AND TEXTURE TO THE BUILDING

ARCHITECTURAL WOOD PANELING ENHANCES RETAIL APPEARANCE

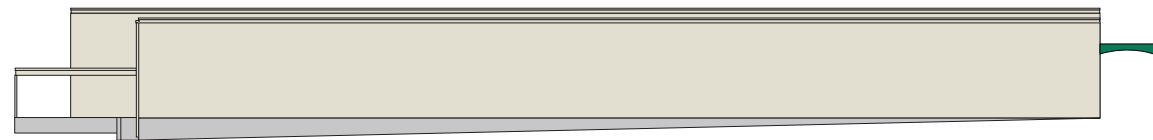
PAINT TREATMENT ENHANCES SURROUNDING NEIGHBORHOOD

# MOVING & STORAGE AT WEST LAWTON

1050 NW 38th St., Lawton, OK 73505



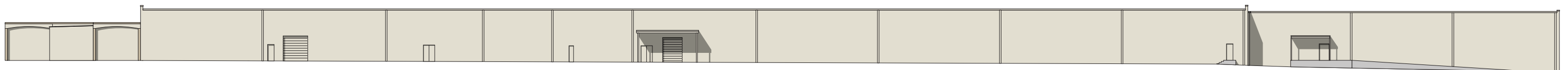
EAST ELEVATION



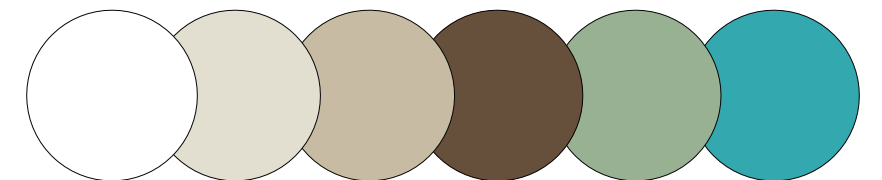
SOUTH ELEVATION

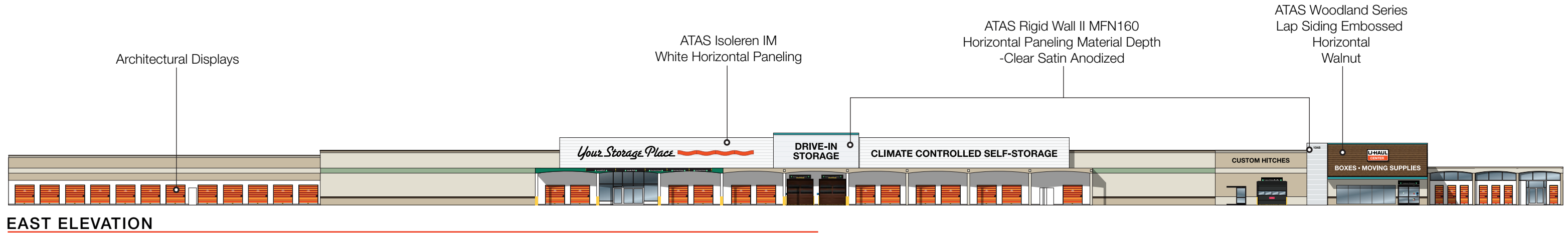


NORTH ELEVATION



WEST ELEVATION







LIT CABINET SIGN  
9'W X 5'H  
45 SQFT

BOXES - MOVING SUPPLIES

PLASTIC FORMED  
CHANNEL LETTERS  
36'W X 2'H  
72 SQFT

CUSTOM HITCHES

PLASTIC FORMED  
CHANNEL LETTERS  
24.25'W X 2'H  
48.5 SQFT

# CLIMATE CONTROLLED SELF-STORAGE

PLASTIC FORMED  
CHANNEL LETTERS  
78.5'W X 3'H  
235.5 SQFT

## DRIVE-IN STORAGE

PLASTIC FORMED  
CHANNEL LETTERS  
18.25'W X 3'H  
54.75 SQFT

PLASTIC FORMED  
CHANNEL LETTERS  
19.25'W X 3'H  
57.75 SQFT

# Your Storage Place

PLASTIC FORMED  
CHANNEL LETTERS  
41'W X 6'H  
246 SQFT



EAST ELEVATION

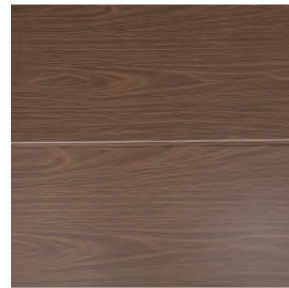


NORTH ELEVATION

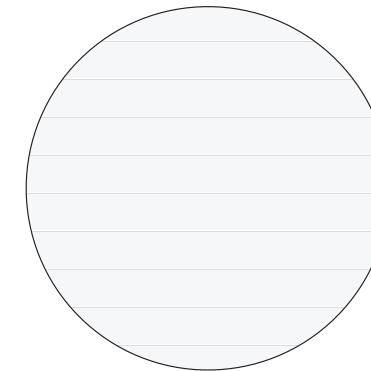
## DRIVE-IN STORAGE

PLASTIC FORMED  
CHANNEL LETTERS  
38.25'W X 3'H  
114.75 SQFT





ATAS Woodland Series  
LAP SIDING EMBOSSED  
HORIZONTAL  
WALNUT

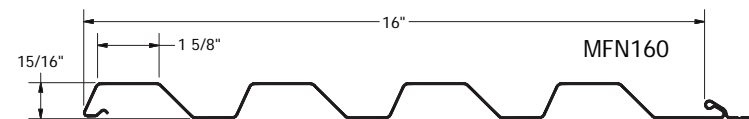


MBCI FW120  
WHITE HORIZONTAL PANELING

### ATAS Rigid Wall II

### 16" w panel - MFN160

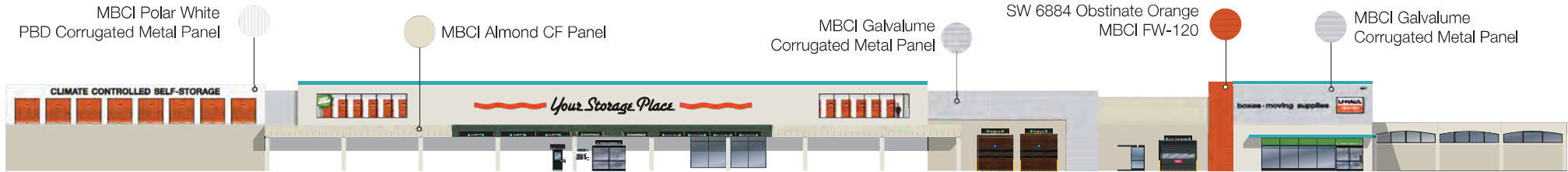
Rigid Wall II profiles are available in widths of 8", 12", or 16". The panels are 15/16" deep and provide dramatic shadow lines with their 1 5/8" wide ribs. The panels utilize the Wind-Lok™ concealed fastening system and offer uninterrupted vertical or horizontal sight lines.



U-HAUL

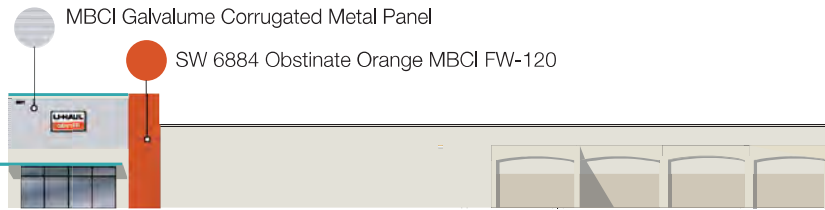
# MOVING & STORAGE OF NORTH LAS VEGAS

2671 N Las Vegas Blvd. North Las Vegas, NV 89030



## 1 SOUTHEAST ELEVATION

Scale: 1/16" = 1'



## 2 NORTHEAST ELEVATION

Scale: 1/16" = 1'



## 3 SOUTHWEST ELEVATION

Scale: 1/16" = 1'



## 4 NORTHWEST ELEVATION

Scale: 1/16" = 1'

ADVERTISING & MARKETING ASSOCIATES, INC.



ARCHITECTURAL DESIGN & FACILITY IMAGING

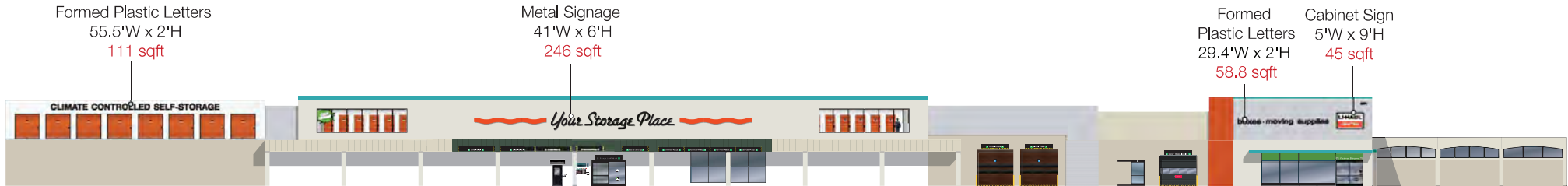
February 20, 2020

Conceptual renderings are subject to change and should not be implemented.

U-HAUL

# MOVING & STORAGE OF NORTH LAS VEGAS

2671 N Las Vegas Blvd. North Las Vegas, NV 89030



## 1 SOUTHEAST ELEVATION

Scale: 1/16" = 1'



## 2 NORTHEAST ELEVATION

Scale: 1/16" = 1'



## 3 SOUTHWEST ELEVATION

Scale: 1/16" = 1'



## 4 NORTHWEST ELEVATION

Scale: 1/16" = 1'

ADVERTISING & MARKETING ASSOCIATES, INC.



ARCHITECTURAL DESIGN & FACILITY IMAGING

February 20, 2020

Conceptual renderings are subject to change and should not be implemented.



115728

BOOK 0425 PAGE 255

DECLARATION OF EASEMENTS

This Declaration made as of this 17 day of May, 1995 by KMART CORPORATION, a Michigan corporation, whose address is 3100 West Big Beaver Road, Troy, Michigan 48084 (hereinafter referred to as "Kmart").

RECITALS:

A. Kmart is the owner in fee of two (2) parcels of land comprising approximately 14.73 acres located within the Juneau Recording District, First Judicial District, State of Alaska, more fully described on Exhibit A attached hereto and depicted as Lot 2A and Lot 2B on Exhibit B attached hereto (individually herein called "Lot 2A" or "Lot 2B" or "Parcel" and together herein called the "Shopping Center").

B. Kmart by this Declaration intends (i) to impose and establish easements for parking, ingress and egress and utilities upon and over the Common Areas (as hereinafter defined) of the Shopping Center and (ii) to provide for payment of taxes and the cost of maintaining, repairing and insuring the Shopping Center.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party hereto, the parties agree as follows:

ARTICLE I

EASEMENTS

1.1 Grant and Declaration of Reciprocal Easements. There is hereby granted, declared and reserved for the mutual and reciprocal benefit of each of Lot 2A and Lot 2B and any and all parts thereof and for the mutual and reciprocal benefit of the present and future owners of such Parcels, their respective successors, assigns, mortgagees, lessees, sublessees, employees, agents, customers, licensees and invitees, a permanent, mutual, reciprocal non-exclusive easement and right to use and enjoy all entrances, exits, driveways, parking areas, walks, service drives, directional signs and lighting facilities at any time located within the Shopping Center and such additional parking and common facilities as may now or hereafter be established and constructed upon any portion of the Shopping Center (herein called the "Common Areas"), for the purposes for which they are provided and intended, including, but not limited to, ingress, egress, access, and parking for vehicular or pedestrian traffic. Anything in this Agreement to the contrary notwithstanding, the Owner of Lot 2A may make alterations to or construct additions or expansions to the building constructed on Lot 2A and reconfigure the Common Areas on Lot 2A so long as such addition or expansion of such building does not violate Section 1.2 hereof.

Juneau, AK #3584  
03/23/95

There is hereby granted, declared and reserved for the mutual and reciprocal benefit of each of Lot 2A and Lot 2B and any and all parts thereof and for the mutual and reciprocal benefit of the present and future owners of such Parcels, their respective successors, assigns, mortgagees, lessees, employees, agents, customers, licensees and invitees, a permanent mutual, reciprocal non-exclusive easement and right to tie into (and maintain and repair such tie in) and use the sanitary and storm sewers, water lines and other utilities as may be constructed on the Common Areas of the Shopping Center, provided such use shall not overburden such utilities or interfere with the use thereof by the owners, lessees or sublessees of such Parcels.

1.2 Parking Areas; Main Driveway Location. There shall at all times be provided and maintained in the Shopping Center at least the minimum number of automobile parking spaces required under the applicable local ordinance relating to parking requirements, or any variance obtained by any Owner or occupant. The location of the curb cut to Glacier Highway located on Lot 2B and the main north-south drive aisle located on Lot 2B, each as depicted on Exhibit B, shall not be changed without the consent of the Owners of each of Lot 2A and Lot 2B. Other than the curb cut to Glacier Highway on Lot 2B and the main north-south drive aisle on Lot 2B, the Owner of each of Lot 2A and Lot 2B may change the interior configuration of parking areas and circulation within their respective Parcels without the consent of the Owner of the other Parcel.

1.3 Barriers and Traffic Control. No walls, fences, or barriers of any sort or kind shall be constructed or maintained in the Common Areas of the Shopping Center, or any portion thereof, which shall prevent or impair the use or exercise of any of the easements granted herein, or the free access and movement, including without limitation, pedestrian and vehicular traffic, between the Parcels; provided, however, reasonable traffic controls as may be necessary to guide and control the orderly flow of traffic may be installed so long as access driveways to the parking areas in the Shopping Center are not closed or blocked and the traffic circulation pattern of the Common Areas is not changed or affected in any way.

1.4 Definition of Owner. For the purposes of this Agreement "Owner" shall mean any person who or which is the record owner of fee simple title to a Parcel or any portion thereof which is part of the Shopping Center; provided, however, in the event of the sale by an Owner of all or a portion of a Parcel and a simultaneous leaseback of the Parcel or portions thereof (a "sale/leaseback"), the seller/lessee under such sale/leaseback shall be deemed to be the "Owner" of such Parcel or portion thereof for the purposes of this Agreement so long as it is designated in the lease as the "Owner" for the purposes of this Agreement, and provided further, the lessee of a Parcel or a portion of a Parcel under a ground lease or other lease having an initial term of twenty-five (25) years or longer shall be deemed to be an "Owner" of such Parcel or a portion thereof for the purposes of this Agreement so long as it is designated in the ground lease or other lease as the "Owner" for the purposes of this Agreement.

1.5 Repair and Maintenance; Payment of Taxes and Insurance. The Owner of each Parcel shall at all times cause (a) the Common Areas on its Parcel to be continually repaired and maintained in a safe, sightly and serviceable condition, which repair and maintenance shall include cleaning, lighting, painting, striping, landscaping, removing garbage and trash, removing obstructions, snow, water and ice, repairing and servicing the parking areas, curbs, walks, driveways, utilities and drainage facilities, and directional signs and lighting facilities as necessary from time to time, (b) the real estate taxes and assessments assessed against the Common Areas on its Parcel to be paid before any penalty or late charge is payable with respect thereto and (c) comprehensive liability insurance on the Common Areas on its Parcel to be maintained in the amount of (i) at least \$2,000,000 with respect to bodily injury or death to any one person, (ii) at least \$5,000,000 with respect to bodily injury or death arising out of any one accident and (iii) at least \$2,000,000 with respect to property damage arising out of any one occurrence, provided however, so long as any Owner's net worth is in excess of \$50,000,000, such Owner may self-insure against the risks which would otherwise be covered by the insurance required under this Section 1.5.

1.6 Failure to Perform. In the event an Owner shall fail to perform its obligations under Section 1.5, the Owner of the other Parcel may send notice to the Owner who failed to perform setting forth the obligation which the Owner has failed to perform. In the event such obligation is not performed within thirty (30) days after receipt of such notice (unless the Owner shall have commenced to perform the same within such period and shall be diligently proceeding to perform the same), then the other Owner upon ten (10) days prior written notice to the Owner who failed to perform, shall have the right to perform the same. An Owner shall not be deemed to have failed to perform its obligations hereunder for so long as such delay is prevented due to strikes, lockouts, inability to procure materials, power failure, acts of God, governmental restrictions, enemy action, civil commotion, fire, unavoidable casualty or other causes beyond the control of the Owner provided that lack of funds shall not be deemed a cause beyond the control of the Owner.

In the event failure to perform any repair or maintenance causes an emergency, or performance of such repair or maintenance is necessary to prevent or relieve an emergency, then the notice required to be given hereunder need only be such reasonable notice, if any, as is warranted by the nature of the specific condition involved. If appropriate action is not timely taken by the Owner failing to perform, the other Owner shall be entitled immediately to perform such repair or maintenance.

In the event an Owner performs any of the obligations of an Owner who fails to perform as aforesaid, the Owner so performing, in addition to any other remedies it may have, shall be reimbursed by the defaulting Owner within thirty (30) days of presentation of the appropriate statement therefore, failing which, in addition to any other remedies it may have, the Owner so performing shall have a lien against real property and improvements of the

defaulting Owner for the unpaid amount together with interest thereon from the date said reimbursement was due at the rate of 15% per annum or the highest rate permitted by law, whichever is lower. Such lien shall be subordinate to the interest of any mortgagee, lessee or sublessee of the affected property, irrespective of when their interest attached, and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction.

## ARTICLE II

### NATURE OF AGREEMENT

2.1 Easements Run With Land. All easements and covenants contained in this Agreement shall run with and against the land so described and shall, except to the extent otherwise specifically provided in this Agreement, be a benefit thereto and a burden thereon. It is understood that any one or more of the Parcels may hereafter be subdivided into one or more separate parcels. In such event and except as otherwise herein expressly provided, the terms of this Agreement shall be deemed to continue to apply to and benefit and burden the subparcels of Lot 2A and Lot 2B, or any one or more of them, and to create the same rights, easements and obligations as between and among such subparcels as are herein created with respect to Lot 2A and Lot 2B.

2.2 No Dedication to Public. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Shopping Center to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto that this Agreement is for the exclusive benefit of all Owners of any portion of the Shopping Center and their successors, assigns, mortgagees, tenants, customers and invitees, and that nothing in this Agreement, express or implied, shall confer upon any person, other than such Owners, and their successors, assigns, mortgagees, tenants, customers and invitees any rights or remedies under or by reason of this Agreement. The Owners of all Parcels comprising the Shopping Center shall have the right from time to time to close all or any portion of the Shopping Center to such extent as may be necessary to prevent a dedication thereof to the public or the accrual of any rights in any person, not expressly granted rights hereunder.

2.3 Amendment, Modification or Termination. This Agreement may be amended or modified at any time by a declaration in writing mutually agreed to, executed and acknowledged by the fee owners and the Owners of Lot 2A and Lot 2B and thereafter duly recorded in the Juneau Recording District, First Judicial District, State of Alaska.

## ARTICLE III

MISCELLANEOUS

3.1 Successors. This Agreement shall be binding upon and inure to the benefit of the parties designated herein, their heirs, executors, administrators, beneficiaries, successors and assigns; provided that the respective Owners from time to time of the Parcels forming the Shopping Center shall be liable in money damages and subject to the action for specific performance only for breaches of the undertakings contained in this Agreement occurring during their respective periods of ownership of each Parcel; provided further, however, that such successor-in-title to any of the Parcels shall be subject only to an action for specific performance with respect to breaches of undertakings hereunder which occurred during the ownership of any predecessor-in-title.

3.2 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Alaska.

3.3 Headings. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement and shall not be considered in any construction or interpretation of this Agreement or any part thereof.

3.4 No Partnership. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render either of the parties liable for the debts or obligations of the other.

3.5 Notices. Any notice, demand, request, consent, approval, designation, or other communication made pursuant to this Agreement by one Owner to any other Owner shall be in writing and shall be given or made or communicated by personal delivery, by United States registered or certified mail, return receipt requested, or by prepaid Federal Express or other recognized overnight delivery service addressed, in the case of Kmart to:

Kmart Corporation  
3100 W. Big Beaver Road  
Troy, Michigan 48064  
Attention: Real Estate Department

and in the case of any other Owner, to any address designated by such Owner by notice similarly given.

Any notice, demand, request, consent, approval, designation or other communication so sent shall be deemed to have been given, made or communicated, as the case may be, on the date the same was personally delivered or delivered by the United States mail as registered or certified matter, with postage thereon fully prepaid or by Federal Express or other recognized overnight delivery service.

WITNESS the due execution hereof as of the day and year first above written.

KMART CORPORATION, a Michigan corporation

By: M.L. Skiles  
 M.L. Skiles  
 Its: Senior Vice President

ACKNOWLEDGMENTS

STATE OF MICHIGAN )  
 ) SS  
 COUNTY OF OAKLAND )

This certifies that on this 17th day of May, 1995, before me, a Notary Public in and for the State of Michigan, personally appeared M.L. Skiles to me known and known to me to be the person whose name is subscribed to the foregoing instrument, and after being first duly sworn according to law he stated to me under oath that he is a vice president of KMART CORPORATION, a corporation organized under the laws of the State of Michigan, that he is executing the foregoing instrument on its behalf and that he executed the same freely and voluntarily as the free act and deed of the corporation.

Deborah D. Dombrowski  
 Notary Public in and for the County of Oakland, State of Michigan  
 My commission expires: June 30, 1996

**DEBORAH D. DOMBROWSKI**  
 Notary Public, Oakland County, Michigan  
 My Commission Expires June 30, 1996

After Recording Return to:

Maureen H. Burke  
 Dickinson, Wright, Moon,  
 Van Dusen & Freeman  
 525 North Woodward Avenue  
 Bloomfield Hills, MI 48304

MHB/11335/2988/RD2

EXHIBIT A

Legal Description of Shopping Center

Land located in the Juneau Recording District, First Judicial District, State of Alaska, described as follows:

Lot 2A and Lot 2B according to Plat No. 94-33 recorded June 28, 1994 in the Office of the Juneau Recording District, First Judicial District, State of Alaska

EXHIBIT B page 1

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SWITZER VILLAGE MOBIL

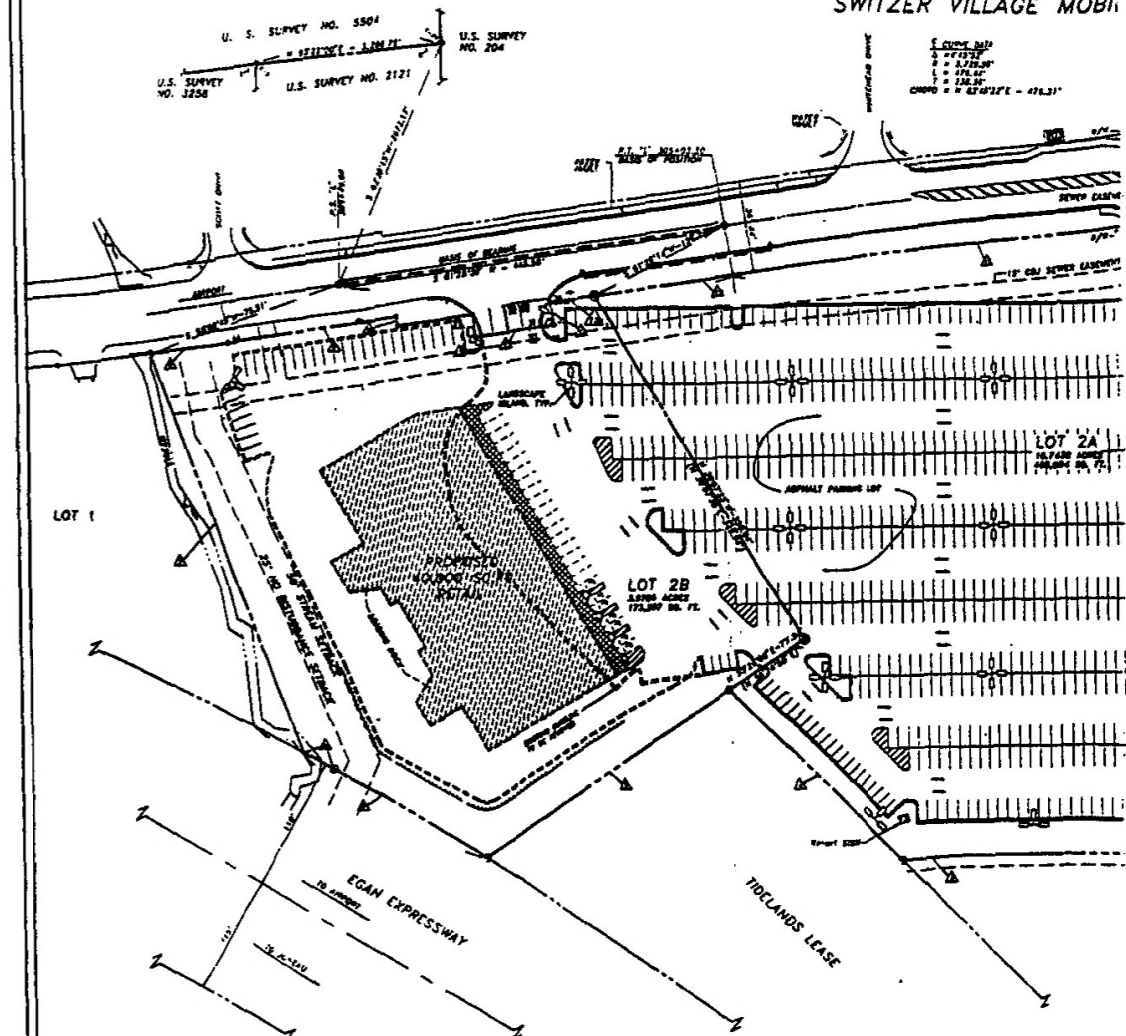


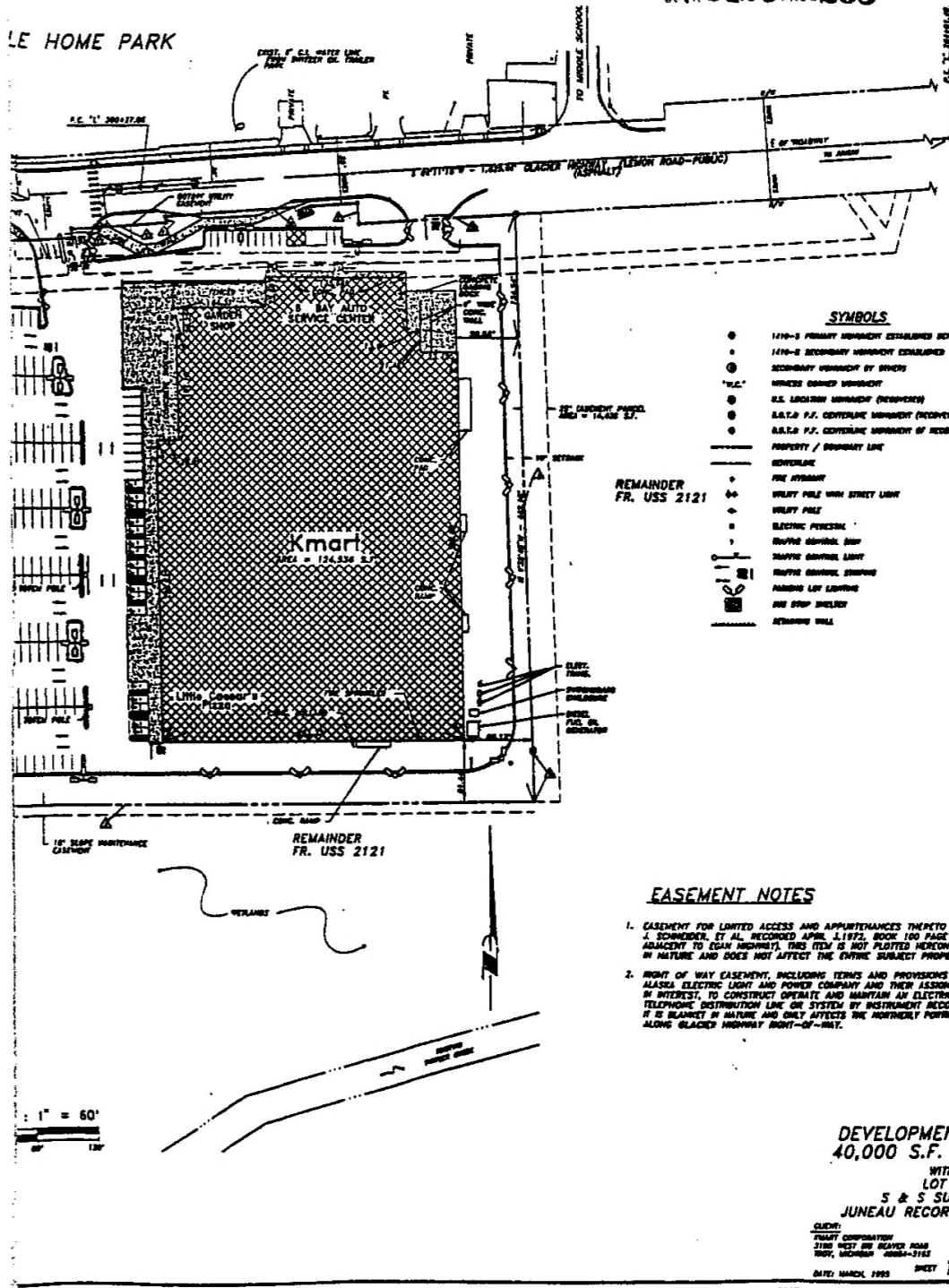
TABLE OF COURSES

COURSE	Δ	BEARING	LENGTH	BEARING	TANGENT	COORDINATES
1	Δ	S 89° 00' 00" W	100.00			W. 1/4 CORNER
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SCALE



LE HOME PARK



**SYMBOLS**

- 1410-S PRIMARY MONUMENT ESTABLISHED SEP. 1992
- 1410-S SECONDARY MONUMENT ESTABLISHED SEP. 1992
- SECONDARY MONUMENT BY OTHERS
- UNKIND OWNED MONUMENT
- U.S. LANDMARK MONUMENT (NEEDS WORK)
- S.A.T.O. P.F. CENTERLINE MONUMENT (RECOVERED)
- S.A.T.O. P.F. CENTERLINE MONUMENT OF RECORD
- PROPERTY / BOUNDARY LINE
- EASEMENT
- FIRE EASEMENT
- UTILITY POLE WITH STREET LIGHT
- UTILITY POLE
- ELECTRIC FEEDER
- TRAFFIC SIGNAL STOP
- TRAFFIC SIGNAL LIGHT
- TRAFFIC SIGNAL STOPPING
- PARKING LOT LIGHTING
- BUS STOP SHELTER
- RETAINING WALL

**EASEMENT NOTES**

1. EASEMENT FOR LIMITED ACCESS AND APPURTENANCES THEREBY RESERVED BY CHARLES J. SCHNEIDER, ET AL. RECORDED APRIL 1, 1972, BOOK 100 PAGE 314. (AFFECTS PORTION ADJACENT TO EDAN HIGHWAY). THIS ITEM IS NOT PLOTTED HEREON BECAUSE IT IS BLANKET IN NATURE AND DOES NOT AFFECT THE ENTIRE SUBJECT PROPERTY.
2. RIGHT OF WAY EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF, GRANTED TO ALASKA ELECTRIC LIGHT AND POWER COMPANY AND THEIR LESSEES AND/OR SUCCESSORS IN INTEREST, TO CONSTRUCT OPERATE AND MAINTAIN AN ELECTRIC TRANSMISSION AND/OR TELEPHONE DISTRIBUTION LINE OR SYSTEM BY INSTRUMENT RECORDED DECEMBER 2, 1988 IF IS BLANKET IN NATURE AND ONLY AFFECTS THE NORTHERLY PORTION OF SUBJECT PROPERTY ALONG BLANCHET HIGHWAY RIGHT-OF-WAY.

**DEVELOPMENT CONCEPT  
40,000 S.F. RETAIL SITE**

WITHIN  
LOT 28  
S & S SUBDIVISION  
JUNEAU RECORDING DISTRICT

CLIENT: STANT CORPORATION  
3100 WEST 9TH AVENUE, SUITE 200  
JUNEAU, ALASKA 99801

SURVEYOR: R&M ENGINEERING, INC.  
P.O. BOX 2429  
JUNEAU, ALASKA 99801

DATE: MARCH 1993 SHEET 1 OF 1 R&M PROJ. NO. 001729

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95-003111  
39.00

JUNEAU REC. DISTRICT  
REQUESTED BY TT

'95 MAY 24 AM 9 41