



**PLANNING COMMISSION STAFF REPORT
CONDITIONAL USE PERMIT USE2024 0001
HEARING DATE: MARCH 26, 2024**

(907) 586-0715

CDD_Admin@juneau.gov

www.juneau.org/community-development

155 Heritage Way • Juneau, AK 99801

DATE: March 18, 2024
TO: Mandy Cole, Chair, Planning Commission
BY: Ilsa Lund, Planner I *Ilsa Lund*
THROUGH: Jill Lawhorne, Director, AICP

PROPOSAL: Applicant requests a Conditional Use Permit (CUP) for a U-Haul Moving and Storage Facility utilizing an existing 122,278 square foot structure on a 10.75 acre lot in a General Commercial zoning district. A CUP is required for the vehicle rental and storage of merchandise outside of the enclosed structure.

STAFF RECOMMENDATION: Approval with conditions

KEY CONSIDERATIONS FOR REVIEW:

- U-Haul has been operating on this site since January 2023 and need a Conditional Use Permit to come into compliance.
- The proposed use is congruent to the site and zoning district.
- The site was vacant from 2016 to 2023.

GENERAL INFORMATION	
Property Owner	Amerco Real Estate Company
Applicant	Amerco Real Estate Company
Property Address	6525 Glacier Highway
Legal Description	S & S LT 2A
Parcel Number	5B1301070032
Zoning	GC (General Commercial)
Land Use Designation	Commercial Retail
Lot Size	468,270 sq. ft. / 10.75 acres
Water/Sewer	Public water and public sewer
Access	Glacier Hwy
Existing Land Use	Commercial Retail
Associated Applications	N/A

The Commission shall hear and decide the case per 49.15.330(a) Conditional Use Permit. A conditional use is a use that may or may not be appropriate in a particular zoning district according to the character, intensity, or size of that or surrounding uses. The conditional use permit procedures is intended to afford the commission the flexibility necessary to make determinations appropriate to individual sites. The commission may attach to the permit those conditions listed in subsection (g) of this section as well as any further conditions necessary to mitigate external adverse impacts. If the commission determines that these impacts cannot be satisfactorily overcome, the permit shall be denied.

ALTERNATIVE ACTIONS:

1. **Amend:** require additional conditions or delete or modify the recommended conditions.
2. **Deny:** deny the permit and adopt new findings for items 1-6 below that support the denial.
3. **Continue:** to a future meeting date if determined that additional information or analysis is needed to make a decision, or if additional testimony is warranted.

ASSEMBLY ACTION REQUIRED:

Assembly action is not required for this permit.

STANDARD OF REVIEW:

- Quasi-judicial decision
- Requires five (5) affirmative votes for approval
- Code Provisions:
 - 49.15.330
 - 49.25
 - 49.40
 - 49.50
 - 49.80

SITE FEATURES AND ZONING



SURROUNDING ZONING AND LAND USES	
North (D15)	Switzer Village Mobile Home Park
South (GC)	Vacant; Estuarine Wetlands
East (GC)	Vacant; Estuarine Wetlands
West (GC)	State of Alaska DOT

SITE FEATURES	
Anadromous	No
Flood Zone	No
Hazard	No
Hillside	No
Wetlands	No
Parking District	No
Historic District	No
Overlay Districts	Mining & Exploration Surface Activities Exclusion District

BACKGROUND INFORMATION

Project Description – The Applicant requests a Conditional Use Permit (CUP) to convert the existing 122,278 square foot (sq. ft.) former Walmart building into a U-Haul Moving and Storage Facility in a General Commercial (GC) zoning district (Attachment A). The Applicant is proposing a facility that will consist of self-storage, U-Haul truck and trailer sharing, and related retail sales. The development will be staffed with 10 to 15 employees and will operate seven (7) days a week. U-Haul began operating at this site in January of 2023 without a permit and need this approval to come into compliance for the vehicle rental and storage of equipment outside of an enclosed structure.

This site was originally platted in 1992, creating the S & S Subdivision from a fraction of U.S. Survey No. 2121 and accreted lands (Attachment B). Later that year, the Kmart Corporation (Kmart) was granted an Allowable Use Permit with conditions to construct a retail center (Attachment C). In 1994, Kmart further subdivided Lot 2— after the parking lot was created— into Lots 2A and 2B with a plat note stating that both lots were to be granted a perpetual access easement to and from Glacier Highway (Attachment D). A Declaration of Easement was filed with the State Recorder’s Office in 1995 (Attachment E). In 2006, Alaska Department of Transportation acquired Lot 2B to support the development of the Sunny Point intersection (Attachment F).

The Applicant finalized purchase of the property in late 2022 after meeting with CDD staff for a Pre-Application Conference discussing the need for a CUP. The Applicant began vehicle rental operations in January of 2023 without applying for the required CUP. The CBJ Code Compliance Officer issued a Notice of Violation to the Applicant for operating without first obtaining proper permitting (Attachment G).

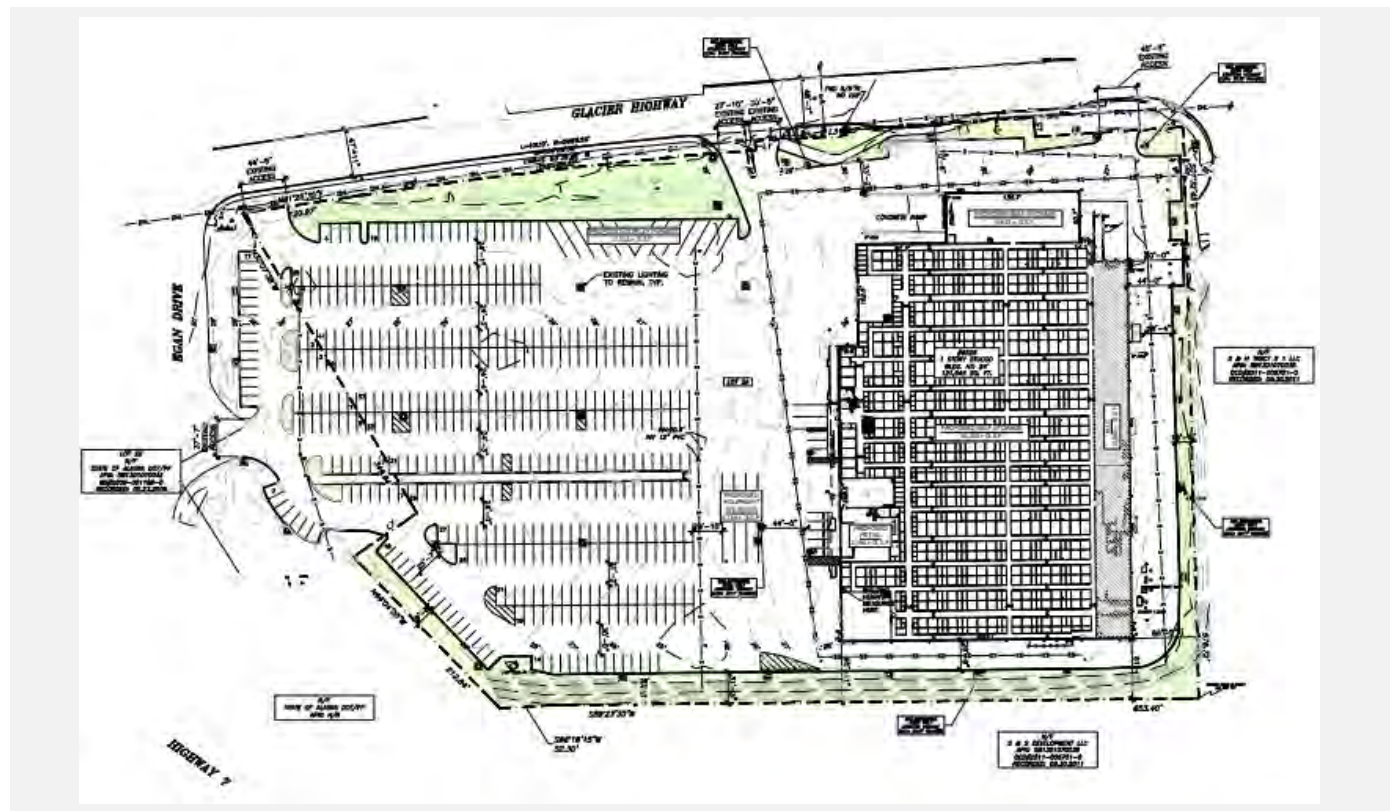
Background – The table below summarizes relevant history for the parcel and proposed development.

Year	Item	Summary
1992	Plat	Creation of the S & S Subdivision from U.S. Survey 2121 and accreted lands. (Attachment B)
1992	Allowable Use Permit	Kmart was granted an Allowable Use Permit with conditions to construct the retail commercial building. (Attachment C)
1994	Plat	Kmart subdivided Lot 2 of S & S Subdivision into Lots 2A and 2B. (Attachment D)
1995	Declaration of Easements	The dividing line between Lots 2A and 2B run through the parking lot. This easement outline the shared use agreement of the “common area”/parking lot. (Attachment E)
2006	AK DOT Declaration of Taking	Alaska Department of Transportation acquisitioned Lot 2B for development of the Sunny Point Intersection project. (Attachment F)
2022	Pre Application Conference 2022 0050	U-Haul representative meets with CDD staff to discuss project plans and required document submittal. (Included in Attachment G)
2022	Special Warranty Deed With Restrictions	AMERCO Real Estate Co. purchases Lot 2A. (Attachment H)

ZONING REQUIREMENTS

Standard		Requirement	Existing	Code Reference
Lot	Size	2,000 sq. ft.	468,270 sq. ft.	CBJ 49.25.400
	Width	20 ft.	~555 ft.	CBJ 49.25.400
Setbacks	Front	10 ft.	~416 ft.	CBJ 49.25.400
	Rear	10 ft.	~54 ft.	CBJ 49.25.400
	Side (S)	10 ft.	~50 ft.	CBJ 49.25.400
	Street Side (N)	N/A	~69 ft.	CBJ 49.25.400
Lot Coverage Maximum		None	~27%	CBJ 49.25.400
Vegetative Cover Minimum		10%	~13%	CBJ 49.50.300
Height	Permissible	55 ft.	24 ft.	CBJ 49.25.400
	Accessory	45 ft.	N/A	CBJ 49.25.400
Maximum Dwelling Units (50/Acre)			None	CBJ 49.25.500
Use		Commercial	Commercial Retail and Storage	CBJ 49.25.300

SITE PLAN



ANALYSIS

Project Site – The site is located just south of Switzer Village Mobile Home Park and north of Egan Drive in Lemon Creek. Two (2) sides of the lot are adjacent to estuarine wetlands. When the site was originally developed, fill was added to raise the site above the base flood elevation of 23.4 feet to approximately 30 feet.

Condition: Prior to the issuance of a Temporary Certificate of Occupancy (TCO), an oil spill containment device shall be installed on the premises.

Project Design – U-Haul will utilize the existing 122,278 sq. ft. structure vacated by Walmart in 2016. The interior of the structure will be fitted with self-storage containers in a variety of sizes and include space for related retail sales of packing materials, tape, and cartons. No changes are proposed to the exterior of the structure except for signage, and rental vehicle and equipment storage and display.

Condition: Prior to the issuance of a TCO, all signage shall be approved by the department.

Traffic – This proposed development is not expected to cause undo traffic congestion. Vehicular approaches to the property will not be changed and are designed to not interfere with traffic on surrounding public thoroughfares. According to a traffic analysis submitted by the Applicant, the maximum number of trips generated on a peak day (weekend) will be approximately 80 trips per day.

USE COMPARISON					
Use	Square Feet	Traffic	Volume	Typical Hours	Days
		Weekday	Weekend		
Fast Food Restaurant	3,000 sq ft	3,161 trips	3,430 trips	18 hours - 24 hours	7
Gas Station w/ Convenience Store	2,200 sq ft	1,200 trips	2,200 trips	18 hours - 24 hours	7
Hotel	50,000 sq ft	905 trips	901 trips	24 hours	7
Casual Dining	5,000 sq ft	1,075 trips	1,258 trips	11 am - 11 pm 12 hours	7
U-Haul Center	80,000 sq ft	31 trips	53 trips	7 am - 7 pm 12 hours	7

Use		Units	Trips Generated	Total Trips
Self-Storage*	Weekday	853	0.20	171
	Weekend	853	0.17	145
Average ADTs:				158

*Calculations are based on the Trip Generation Manual for occupied units at maximum occupancy.

Condition: None.

Vehicle Parking & Circulation – The 10.72 acre lot boasts ample parking spaces for the proposed use. The lot also has a shared access and parking easement with the neighboring lot (Lot 2B) (Attachment E), with an additional 58 parking spaces. The submitted site plan depicts that ADA accessible parking will be moved to be directly adjacent to the front of the building. The site plan also delineates loading spaces in the front of the building and on the northwestern side of the building with direct access to the interior storage room staging area.

Use	Unit/Total Sq. Ft.	Spaces Required	Total Spaces
Warehouse/ Storage	1/ 1,000 sq. ft.	102	422
Retail Commercial	1/ 300 sq. ft.	11	
Total Parking Requirement:			113
Off-Street Loading Spaces Required:			4
ADA Accessible Spaces Required:			9

Condition: No outdoor storage or placement of enclosed storage structures is permitted in areas designated for parking, loading, or circulation on the project site plan.

Condition: Prior to the issuance of a TCO, CBJ-approved signage shall be posted for all ADA accessible parking spaces. In accordance with CBJ 49.40.225(b)(2), one (1) in every eight (8) accessible parking spaces, but not less

than one (1), must be served by an access aisle with a width of at least eight (8) feet and must be designated "van-accessible."

Noise – The proposed use of this site is not anticipated to produce excess noise. The site plan includes interior storage room access, which will allow storage unit renters to stage items inside the building, cutting down on activity outside the structure.

Condition: None.

Lighting - The Applicant is not proposing any changes to the existing exterior lighting.

Condition: None.

Vegetative Cover & Landscaping – CBJ 49.50.300 requires a minimum vegetative cover of 10%. The lot meets this requirement with approximately 13% vegetative cover to which the Applicant is not currently proposing any changes.

Condition: None.

Habitat – The Applicant is responsible for checking with U.S. Fish and Wildlife on the presence of eagle nests in the area. No anadromous waterbodies are on the subject parcel, or within 50 feet.

Condition: None.

Drainage and Snow Storage – No modifications to existing drainage are proposed at this time. The property has ample space for snow storage.

Condition: None.

Historic District – The lot is not within a designated historic district.

Condition: None.

Hazard Zones - The lot is not within a mapped hazard zone.

Condition: None.

Public Health, Safety, and Welfare – No information has been submitted that suggests the proposed project will materially endanger the public health, safety, and welfare.

Condition: None.

Property Value or Neighborhood Harmony – No information has been submitted that suggests the proposed project will substantially decrease property values or be out of harmony with the neighboring properties.

Condition: None

AGENCY REVIEW

CDD conducted an agency review comment period between February 27, 2024, and March 8, 2024 and received the following response (Attachment I):

Agency	Summary
Capital City Fire & Rescue	No comments at this time.

PUBLIC COMMENTS

CDD conducted a public comment period between February 26, 2024, and March 11, 2023. Public notice was mailed to property owners within 500 feet of the proposed development (Attachment J). A public notice sign was also posted on-site two (2) weeks prior to the scheduled hearing (Attachment K). No Public comments were submitted at the time of writing this staff report.

CONFORMITY WITH ADOPTED PLANS

The proposed development is in general conformity with the 2013 Comprehensive Plan, the 2015 Juneau Economic Development Plan, and the 2018 Lemon Creek Area Plan (LCAP). During the public outreach for the LCAP, community members cited the fact that the property was vacant as a weakness for the area and recommended several uses for the site.

PLAN	Chapter	Page No.	Item	Summary
2013 Comp Plan	2	9	N/A	Sustainability- The proposed project does not include any new development, but utilizes an existing structure.
	11	158	Map H	The area around the proposed project site is designated for commercial use.
2015 Economic Development	Appendix A-1	114	N/A	The subject parcel was rated in the top five (5) of Juneau's highest value properties. This supplies revenue stream to CBJ through property taxes.
2018 Lemon Creek Area Plan	3	20	Goal 1	Promote mixed-use development as a business and neighborhood revitalization tool for underutilized sites.

FINDINGS

Conditional Use Permit Criteria – Per CBJ 49.15.330, review of Director's & Commission's Determinations, the Director makes the following findings on the proposed development:

1. *Is the application for the requested Conditional Use Permit complete?*

Analysis: No further analysis required.

Finding: Yes. The application contains the information necessary to conduct a full review of the proposal. The application submittal by the Applicant, including the appropriate fees substantially conforms to the requirements of CBJ 49.15.

2. *Is the proposed use appropriate according to the Table of Permissible Uses?*

Analysis: The application is for a facility that will consist of self-storage, U-Haul truck and trailer sharing, and related retail sales.

Finding: Yes. The requested permit is appropriate for the zoning district according to the Table of Permissible Uses.

3. *Will the proposed development comply with the other requirements of this chapter?*

Analysis: No further analysis required.

Finding: Yes. With the recommended conditions, the proposed development will comply with Title 49, including parking, lighting, and signage.

4. *Will the proposed development materially endanger the public health, safety, or welfare?*

Analysis: No further analysis needed.

Finding: No. There is no evidence to suggest that with appropriate conditions, the requested use, in a GC zoning district, will materially endanger the public health or safety.

5. *Will the proposed development substantially decrease the value of or be out of harmony with property in the neighboring area?*

Analysis: No further analysis needed.

Finding: No. There is no evidence to suggest that with appropriate conditions, the requested use, in a GC zoning district will substantially decrease the value or be out of harmony with the property in the neighboring area.

6. *Will the proposed development be in general conformity with the Land Use Plan, Thoroughfare Plan, or other officially adopted plans?*

Analysis: No further analysis required.

Finding: Yes. The proposed use, with the recommended conditions, will be in general conformity with the 2013 Comprehensive Plan, the 2015 Juneau Economic Development Plan, and the 2018 Lemon Creek Area Plan.

STAFF RECOMMENDATION

Staff recommends the Planning Commission adopt the Director's analysis and findings and APPROVE the requested Conditional Use Permit. The permit would allow U-Haul to conduct truck and trailer sharing, with vehicles being stored outside of an enclosed structure.

The approval is subject to the following conditions:

1. Prior to the issuance of a TCO, an oil spill containment device shall be installed on the premises.
2. Prior to the issuance of a TCO, all signage shall be approved by the department.
3. No outdoor storage or placement of enclosed storage structures is permitted in areas designated for parking, loading, or circulation on the project site plan.
4. Prior to the issuance of a TCO, CBJ-approved signage shall be posted for all ADA accessible parking spaces. In accordance with CBJ 49.40.225(b)(2), one (1) in every eight (8) accessible parking spaces, but not less than one (1), must be served by an access aisle with a width of at least eight (8) feet and must be designated "van-accessible."

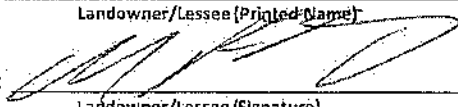
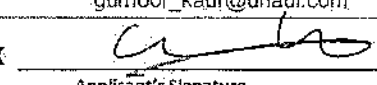
STAFF REPORT ATTACHMENTS

Item	Description
Attachment A	<i>Application Packet</i>
Attachment B	<i>1992 Plat 92-48</i>
Attachment C	<i>1992 Notice of Decision (USE95-15)- Allowable Use Permit for Kmart retail</i>
Attachment D	<i>1994 Plat 94-33</i>
Attachment E	<i>1995 Declaration of Easement</i>
Attachment F	<i>2006 AK DOT Declaration of Taking</i>
Attachment G	<i>2023 Notice of Violation to U-Haul</i>
Attachment H	<i>2022 Special Warranty Deed with Restrictions</i>
Attachment I	<i>Agency Comments</i>
Attachment J	<i>Public Notice</i>
Attachment K	<i>Sign Photos</i>



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	PROPERTY LOCATION	
	Physical Address 6525 Glacier Highway, Juneau, AK 99801	
	Legal Description(s) (Subdivision, Survey, Block, Tract, Lot) Please refer to the attached legal description.	
	Parcel Number(s) 5B1301070032	
	<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 _____	
	LANDOWNER/ LESSEE	
	Property Owner Amerco Real Estate Company (AREC)	Contact Person Matthew F. Braccia, President
	Mailing Address 2727 N. Central Ave., Ste. 500, Phoenix, AZ 85004	Phone Number(s) 602-263-6555
	E-mail Address	
	LANDOWNER/ LESSEE CONSENT	
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.		
Matthew F. Braccia, President Amerco Real Estate Company (AREC) Owner		
Landowner/Lessee (Printed Name) Title (e.g.: Landowner, Lessee)		
X  Date 05/18/23		
Landowner/Lessee (Signature) Date		
Landowner/Lessee (Printed Name) Title (e.g.: Landowner, Lessee)		
X _____ Date _____		
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.		
APPLICANT If same as LANDOWNER, write "SAME"		
Applicant (Printed Name) "SAME" Contact Person Gurnoor Kaur, Planner		
Mailing Address 2727 N. Central Ave., Ste. 500, Phoenix, AZ 85004 Phone Number(s) 602-263-6649		
E-mail Address guirnoor_kaur@uhaul.com		
X  Date of Application 05.18.2023		
Applicant's Signature Date of Application		

DEPARTMENT USE ONLY BELOW THIS LINE

Intake Initials

JLS

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

Case Number

Date Received

01-02-24

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.

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

IS THIS A MODIFICATION or EXTENSION OF AN EXISTING APPROVAL?

☐ YES – Case # _____ ☒ NO

UTILITIES PROPOSED

WATER: ☐ Public ☒ On Site

SEWER: ☐ Public ☒ On Site

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

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.

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

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

☒ 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)

-----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>			
Total Fee	\$ <u>1,750.00</u>			

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.

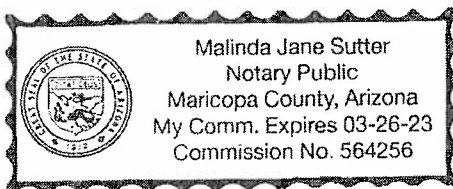
Dated this 21 day of March, 2023.

Amerco Real Estate Company

R. Studer
Randal W. Studer, Jr., Assistant Secretary

STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

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



Malinda Jane Sutter
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

NAME OF ENTITY

NV19851009208

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	Business Number
<i>Barbara K. Cegavske</i>	C3816-1985
Secretary of State	Filing Number
State Of Nevada	20222235113
	Filed On
	04/06/2022 16:17:02 PM
	Number of Pages
	3

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
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 TREASURER:

JASON A BERG **USA**
Name Country
2727 N. CENTRAL AVENUE **PHOENIX** **AZ** **85004**
Address City State Zip/Postal Code

CORPORATION, INDICATE THE DIRECTOR:

JASON A BERG **USA**
Name Country
2727 N. CENTRAL AVE **PHOENIX** **AZ** **85004**
Address City State Zip/Postal Code

CORPORATION, INDICATE THE DIRECTOR:

DANIEL R MULLEN **USA**
Name Country
2727 N. CENTRAL AVE **PHOENIX** **AZ** **85004**
Address City State Zip/Postal Code

CORPORATION, INDICATE THE PRESIDENT:

MATTHEW F BRACCIA **USA**
Name Country
2727 N CENTRAL AVE **PHOENIX** **AZ** **85004**
Address City State Zip/Postal Code

CORPORATION, INDICATE THE DIRECTOR:

RICHARD J HERRERA **USA**
Name Country
2727 N. CENTRAL AVENUE **PHOENIX** **AZ** **85004**
Address City State Zip/Postal Code

CORPORATION, INDICATE THE DIRECTOR:

EDWARD J SHOEN **USA**
Name Country
2727 N. CENTRAL AVENUE **PHOENIX** **AZ** **85004**
Address City State Zip/Postal Code

CORPORATION, INDICATE THE DIRECTOR:

SAMUEL J SHOEN **USA**
Name Country
2727 N. CENTRAL AVE **PHOENIX** **AZ** **85004**
Address City State Zip/Postal Code

CORPORATION, INDICATE THE DIRECTOR:

<div style="border: 1px solid black; padding: 2px;">STUART M SHOEN</div>		<div style="border: 1px solid black; padding: 2px;">USA</div>	
Name		Country	
<div style="border: 1px solid black; padding: 2px;">209 E CLARENDON AVENUE</div>		<div style="border: 1px solid black; padding: 2px;">PHOENIX</div>	
Address		City	
<div style="border: 1px solid black; padding: 2px;">AZ</div>		<div style="border: 1px solid black; padding: 2px;">85012</div>	
State		Zip/Postal Code	
CORPORATION, INDICATE THE <u>DIRECTOR</u> :			
<div style="border: 1px solid black; padding: 2px;">MATTHEW F BRACCIA</div>		<div style="border: 1px solid black; padding: 2px;">USA</div>	
Name		Country	
<div style="border: 1px solid black; padding: 2px;">2727 N. CENTRAL AVENUE</div>		<div style="border: 1px solid black; padding: 2px;">PHOENIX</div>	
Address		City	
<div style="border: 1px solid black; padding: 2px;">AZ</div>		<div style="border: 1px solid black; padding: 2px;">85004</div>	
State		Zip/Postal Code	
CORPORATION, INDICATE THE <u>SECRETARY</u> :			
<div style="border: 1px solid black; padding: 2px;">Laurence J De Respino</div>		<div style="border: 1px solid black; padding: 2px;">USA</div>	
Name		Country	
<div style="border: 1px solid black; padding: 2px;">2721 N Central Avenue</div>		<div style="border: 1px solid black; padding: 2px;">Phoenix</div>	
Address		City	
<div style="border: 1px solid black; padding: 2px;">AZ</div>		<div style="border: 1px solid black; padding: 2px;">85004</div>	
State		Zip/Postal Code	
CORPORATION, INDICATE THE <u>ASSISTANT TREASURER</u> :			
<div style="border: 1px solid black; padding: 2px;">Kevin J Harte</div>		<div style="border: 1px solid black; padding: 2px;">USA</div>	
Name		Country	
<div style="border: 1px solid black; padding: 2px;">5555 Kietzke Lane #100</div>		<div style="border: 1px solid black; padding: 2px;">Reno</div>	
Address		City	
<div style="border: 1px solid black; padding: 2px;">NV</div>		<div style="border: 1px solid black; padding: 2px;">89511</div>	
State		Zip/Postal Code	
CORPORATION, INDICATE THE <u>ASSISTANT TREASURER</u> :			
<div style="border: 1px solid black; padding: 2px;">Tobias C Bridgeman</div>		<div style="border: 1px solid black; padding: 2px;">USA</div>	
Name		Country	
<div style="border: 1px solid black; padding: 2px;">5555 Kietzke Lane #100</div>		<div style="border: 1px solid black; padding: 2px;">Reno</div>	
Address		City	
<div style="border: 1px solid black; padding: 2px;">NV</div>		<div style="border: 1px solid black; padding: 2px;">89511</div>	
State		Zip/Postal Code	
CORPORATION, INDICATE THE <u>ASSISTANT SECRETARY</u> :			
<div style="border: 1px solid black; padding: 2px;">Wesley Chadwick</div>		<div style="border: 1px solid black; padding: 2px;">USA</div>	
Name		Country	
<div style="border: 1px solid black; padding: 2px;">2721 N Central Avenue</div>		<div style="border: 1px solid black; padding: 2px;">Phoenix</div>	
Address		City	
<div style="border: 1px solid black; padding: 2px;">AZ</div>		<div style="border: 1px solid black; padding: 2px;">85004</div>	
State		Zip/Postal Code	
CORPORATION, INDICATE THE <u>ASSISTANT SECRETARY</u> :			
<div style="border: 1px solid black; padding: 2px;">Randal W Studer</div>		<div style="border: 1px solid black; padding: 2px;">USA</div>	
Name		Country	
<div style="border: 1px solid black; padding: 2px;">2721 N Central Avenue</div>		<div style="border: 1px solid black; padding: 2px;">Phoenix</div>	
Address		City	
<div style="border: 1px solid black; padding: 2px;">AZ</div>		<div style="border: 1px solid black; padding: 2px;">85004</div>	
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
 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

<div style="border: 1px solid black; padding: 2px;">Secretary</div>	<div style="border: 1px solid black; padding: 2px;">04/06/2022</div>
Title	Date

UNSIGNED



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 1st 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	Maya_Lorimer@uhaul.com
Teri Camery	Planning	Teri.Camery@juneau.org
Emily Suarez	Planning	Emily.Suarez@juneau.org
Sydney Hawkins	Permit Tech	Sydney.Hawkins@juneau.org
Jill Maclean	Community Development Department Director	Jill.Maclean@juneau.org
Dan Jager	Fire Marshal	Dan.Jager@juneau.org

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	ALL REQUIRED DOCUMENTS ATTACHED		<i>If this is a modification or extension include:</i>
	<input type="checkbox"/> Narrative including: <ul style="list-style-type: none"> <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"/> Plans including: <ul style="list-style-type: none"> <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) 	<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.

Submit your Completed Application

You may submit your application(s) online via email to 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

Attachments:

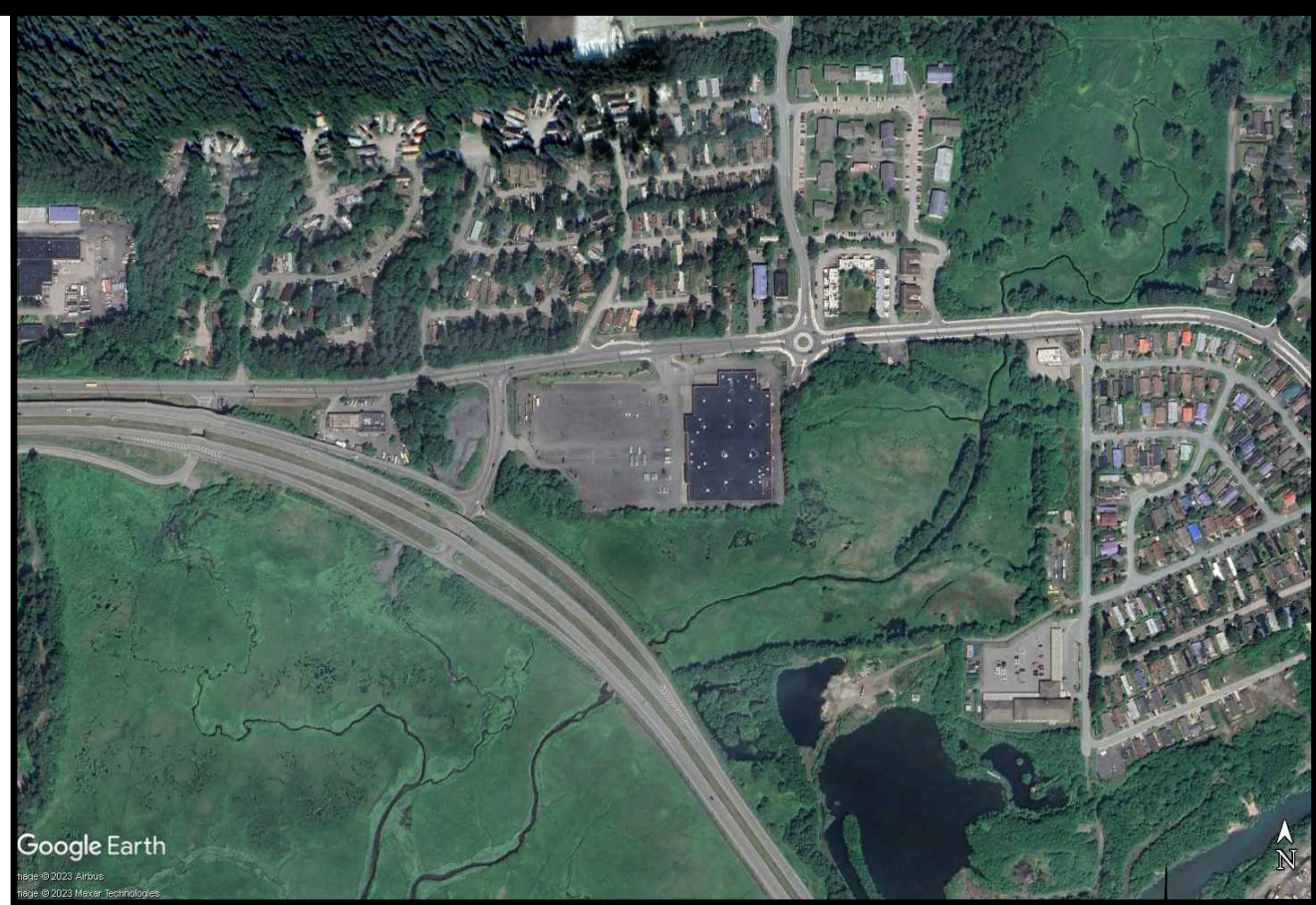
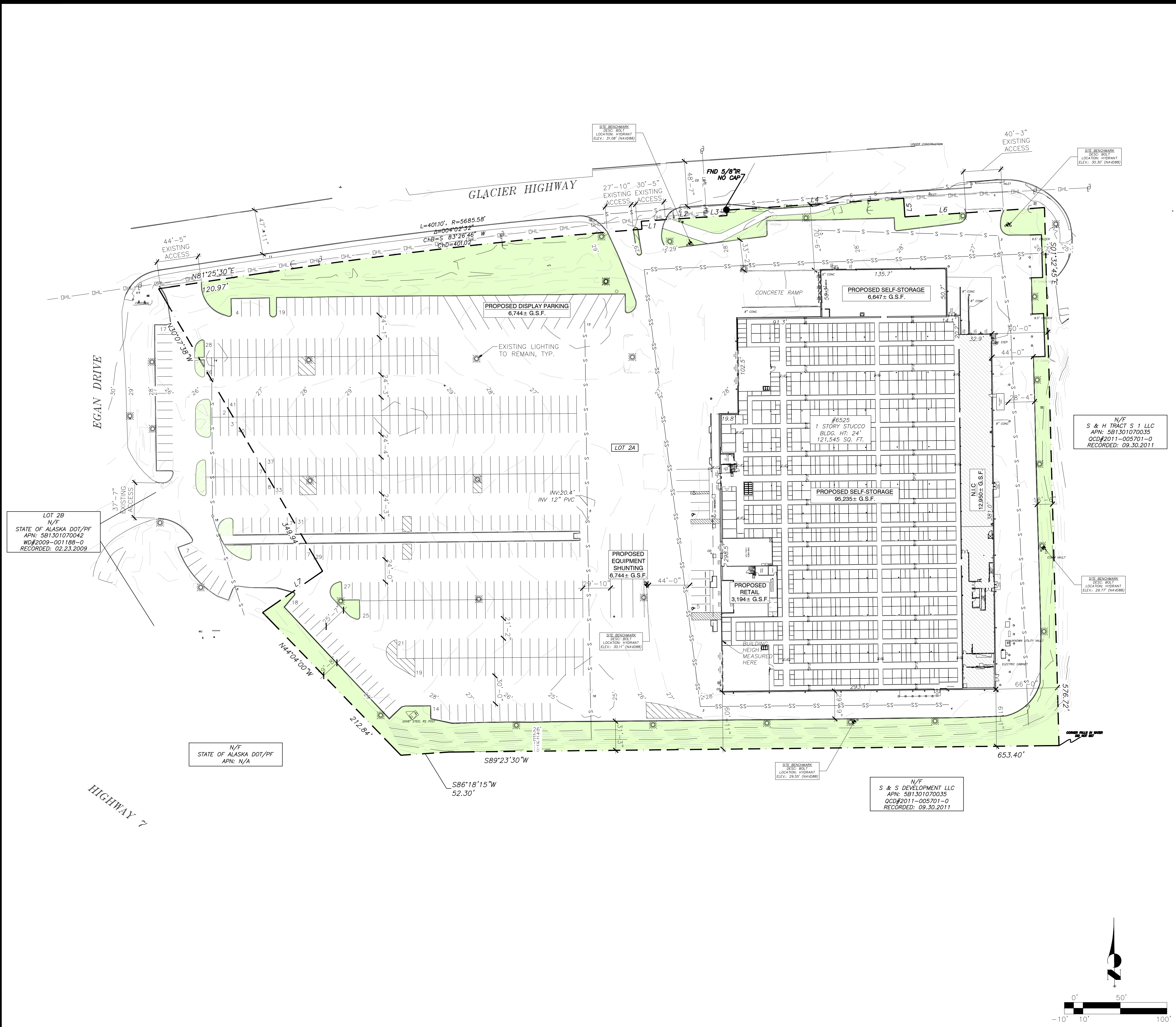
CBJ 49.15.330 – Conditional Use Permit

CBJ 49.40 Parking and Circulation

Noise Ordinance and Performance Standards

Development Permit Application

Conditional Use Permit Application



AERIAL VIEW N.T.S.

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.	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%

PRELIMINARY SITE PLAN

SCALE: 1" = 50' - 0"

SITE DATA

SHEET NOTES:

REVISIONS:

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

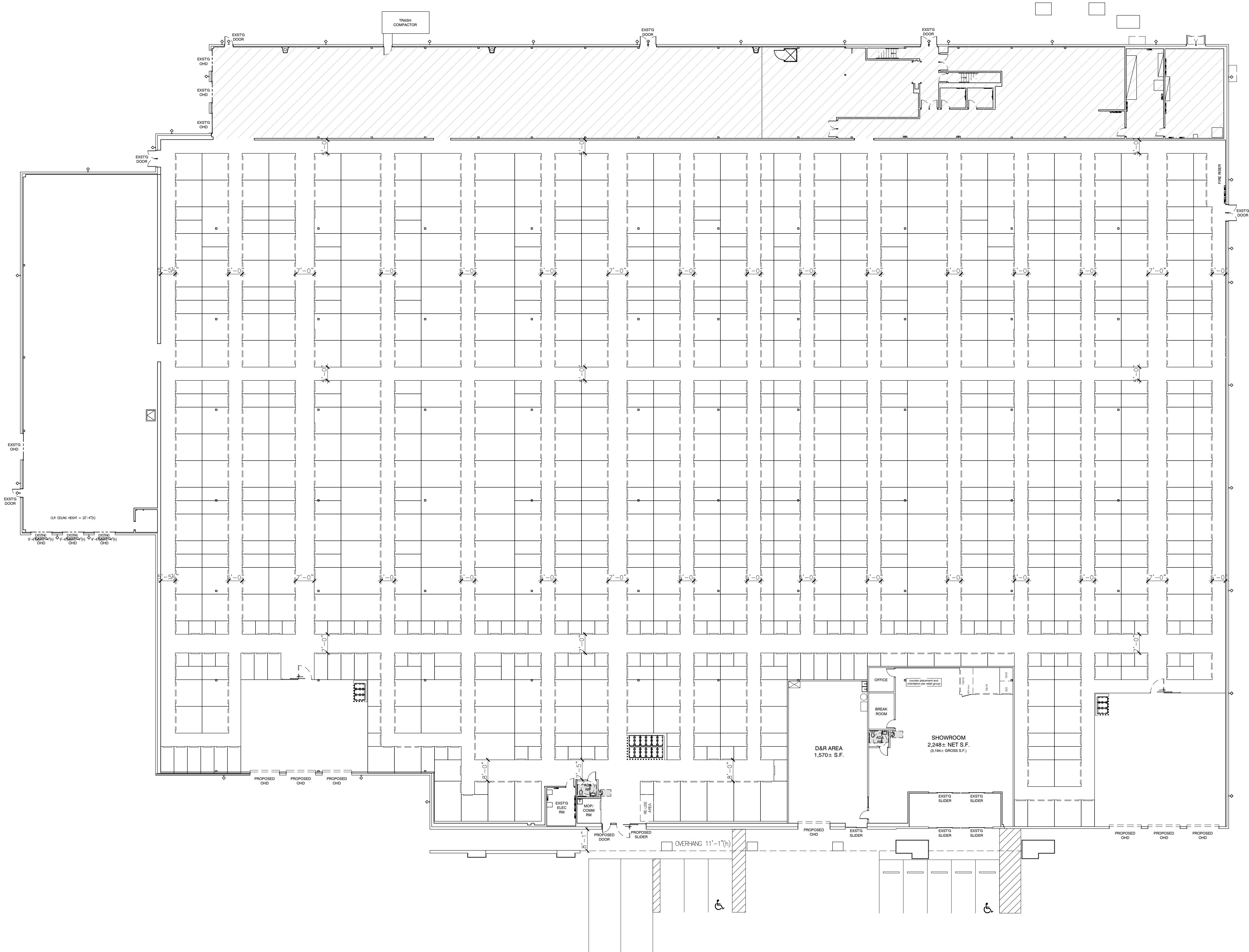
CHECKED: NH

DATE: 12/08/23

826075 A1H

SP1

PROPOSED MIX			
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%



SHEET NOTES:

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
FLOOR PLAN

826075

DRAWN: AS/BC

CHECKED: NH

DATE: 12/08/23

826075 A1H

A1



MOVING & STORAGE AT WEST LAWTON

1050 NW 38th St., Lawton, OK 73505



ADVERTISING & MARKETING ASSOCIATES, INC.



ARCHITECTURAL DESIGN & FACILITY IMAGING

June 21, 2022

MOVING & STORAGE AT WEST LAWTON

1050 NW 38th St., Lawton, OK 73505



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



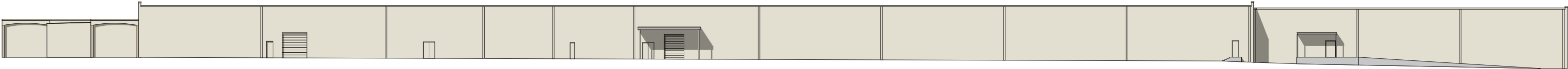
EAST ELEVATION



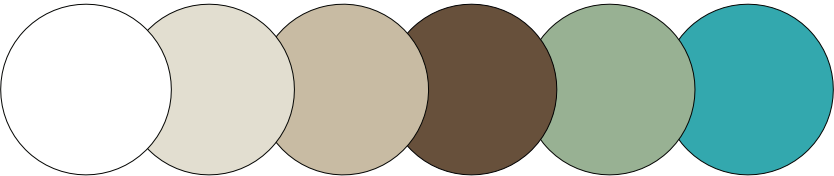
SOUTH ELEVATION



NORTH ELEVATION

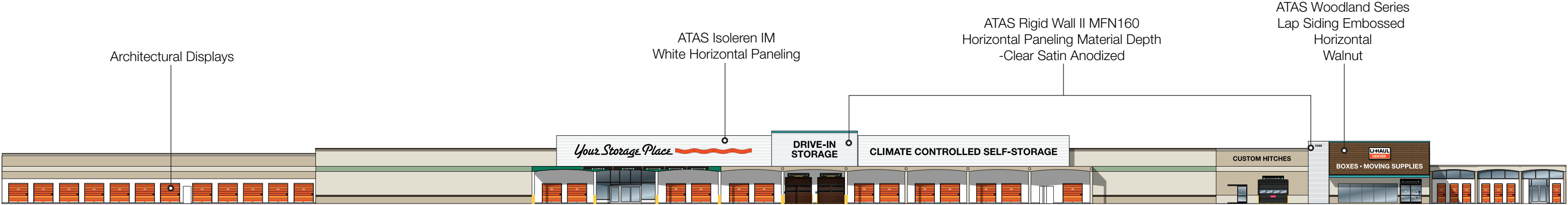


WEST ELEVATION





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



EAST ELEVATION



ADVERTISING & MARKETING ASSOCIATES, INC.

ARCHITECTURAL DESIGN & FACILITY IMAGING

June 21, 2022



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



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

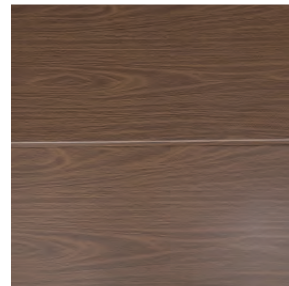


NORTH ELEVATION

DRIVE-IN STORAGE

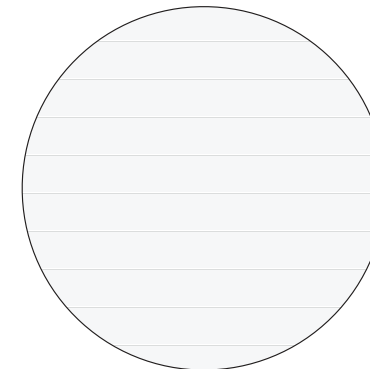
PLASTIC FORMED
CHANNEL LETTERS
38.25'W X 3'H
114.75 SQFT





ATAS Woodland Series

LAP SIDING EMBOSSED
HORIZONTAL
WALNUT



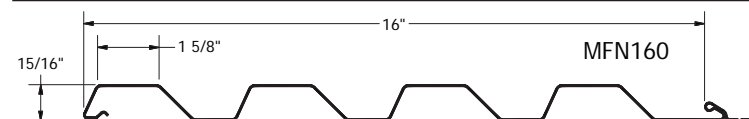
MBCI FW120

WHITE HORIZONTAL PANELING

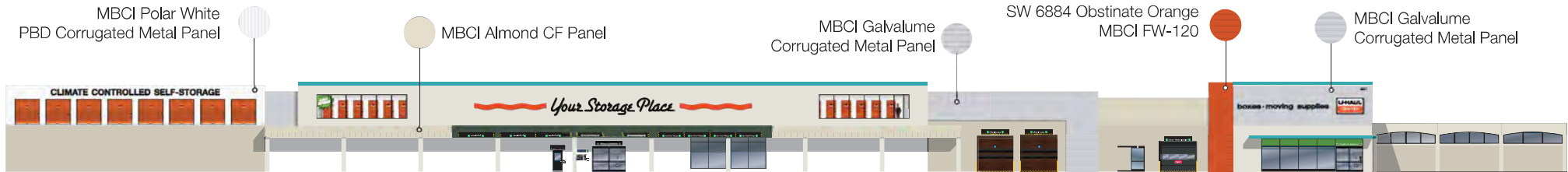
ATAS Rigid Wall II

16"w panel - MFN160

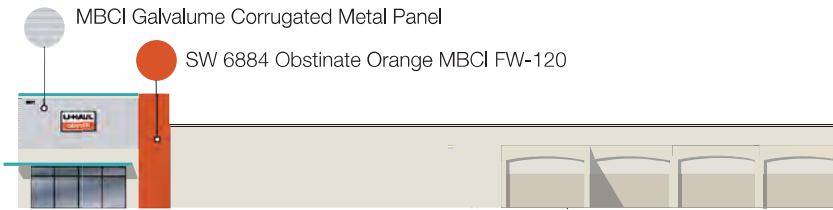
Rigid Wall II profiles are available in widths of 8", 12", or 16". The panels are 15/16" deep and provide dramatic shadow lines with their 1 5/8" wide ribs. The panels utilize the Wind-Lok™ concealed fastening system and offer uninterrupted vertical or horizontal sight lines.



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

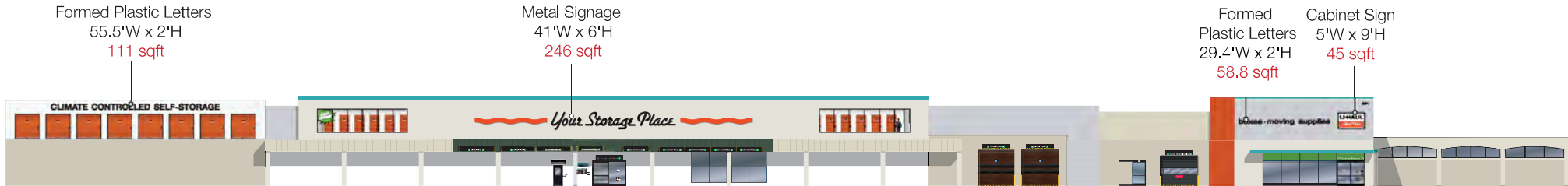
February 20, 2020

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 K MART 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

After Recording Return to:

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

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

MHB/11335/2988/RD2

EXHIBIT A

Legal Description of Shopping Center

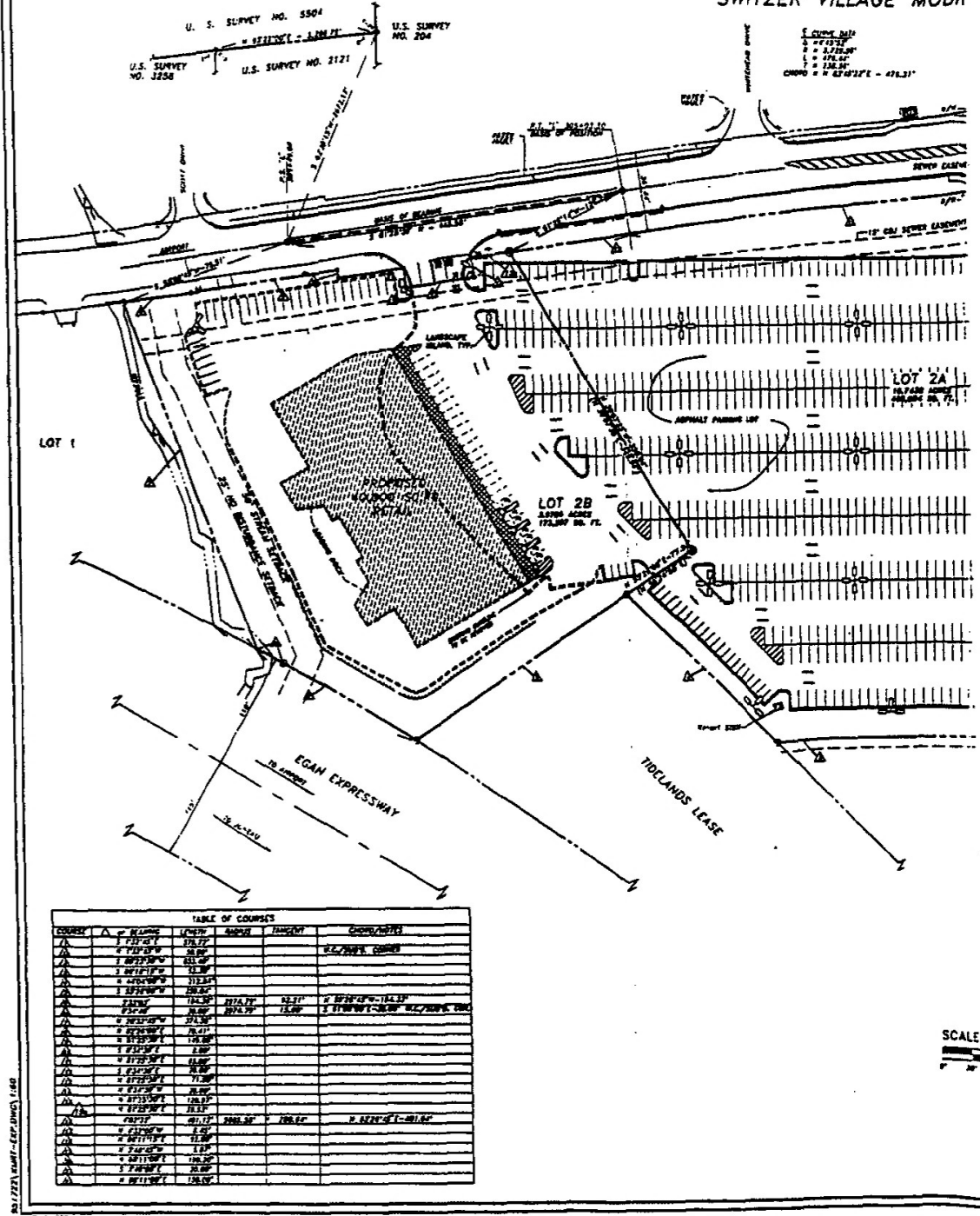
Land located in the Juneau Recording District, First Judicial District, State of Alaska, described as follows:

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

BOOK 0425 PAGE 262

SWITZER VILLAGE MOBILE



LE HOME PARK



WITHIN
LOT 2B
S & S SUBDIVISION
JUNEAU RECORDING DISTRICT

CLIENT: FRANK CORPORATION SURVEYOR: A&M ENGINEERING, INC.
3180 WEST 8th AVE. BOULDER, CO. 80501
BOULDER, COLORADO 80501-3165
JUNEAU, ALASKA 99803

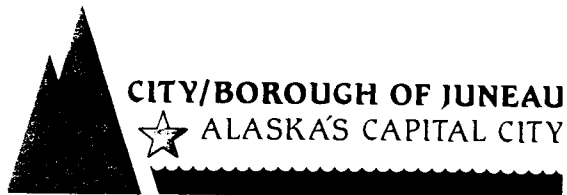
DATE: MARCH 1993 SHEET 1 of 1 B&M PROJ. NO. 931732

BOOK 0425 PAGE 264

95-003111
39.00

JUNEAU REC. DISTRICT
REQUESTED BY TI

'95 MAY 24 AM 9 41



**PLANNING COMMISSION
NOTICE OF DECISION**

December 16, 1992

File No. AU-15-92

Richard G. Williams
Senior Project Manager
Kmart Corporation
3100 West Big Beaver Road
Troy, Michigan 48084-3163

Application For: Allowable Use Permit
Legal Description: Lot 2, S & S Subdivision
Parcel Code Number: 5-B13-0-107-003-0
Meeting Date: December 15, 1992

The Planning Commission at its special public meeting **approved** your application for an Allowable Use Permit. The permit allows the construction of a 130,041 square foot retail commercial building development on the subject property.

The permit is subject to the following conditions:

1. Per the mitigation recommendations in the enclosed Kmart Traffic Study and as revised by this report, the Kmart Corporation shall pay for the:
 - a. Construction of six foot wide sidewalks along the north side of the Glacier Highway right-of-way from the school access road to the first Switzer Trailer Park driveway west of the Kmart site (Scott Drive).
 - b. Installation of a traffic signal on Glacier Highway at the center Kmart driveway. The signal shall provide for pedestrian and vehicle actuation.
 - c. Installation of a crosswalk on the east leg of the Glacier Highway/center Kmart driveway intersection and shall include an intersection illumination system.

- d. Construction of a transit shelter/bus pull-out on the south side of Glacier Highway east of the central driveway with a pedestrian walkway back to the traffic signal. The shelter and pull-out shall be designed to meet the approval of Capital Transit and the requirements of the Americans with Disabilities Act. The Kmart Corporation shall maintain this shelter.
 - e. Construction of a transit shelter/bus pull-out on the north side of Glacier Highway west of the central driveway. The shelter and pull-out shall be designed to meet the approval of Capital Transit and the requirements of the Americans with Disabilities Act. The Kmart Corporation shall provide for maintenance of this shelter.
 - f. Construction of a raised lane divider between the entry/exit lanes at the central driveway.
 - g. Construction of a right turn lane for northbound traffic at the Switzer/Glacier Highway intersection.
 - h. Installation of traffic control measures to stop the eastbound Glacier Highway approach at the Switzer/Glacier Highway intersection. This includes construction of appropriate raised channelization islands.
 - i. Installation of appropriate signage to prohibit left turns from the Switzer intersection to Egan Drive during the peak hours of 7:00 am to 9:00 am and from 4:00 pm to 6:00 pm.
2. By January 31, 1993, the Kmart Corporation in cooperation with the CBJ and the ADOT/PF shall explore a possible alternative to Condition 1. h. which still mitigates the traffic concerns and improves the level of service for the eastbound Glacier Highway approach at the Switzer/Glacier Highway intersection. If a viable alternative is advised then in no instance shall it cost the Kmart Corporation more than the original proposal.
 3. The Kmart Corporation shall revise the site development plan to reduce the eastern driveway to two lanes.
 4. The Kmart Corporation shall explore the possibility of closing its eastern driveway when the adjacent land to the east is developed. The purpose is for Kmart to gain access through the adjacent land when a new driveway is constructed which should align with the school road.
 5. Site drainage shall be run through an oil/water separator system prior to discharge. The drainage shall be discharged out of the southwest corner of the development site or along the southern border of the parking lot.

6. There shall be no building construction over the sewer line easement or parking allowed over either of the two manhole access points on the subject property.

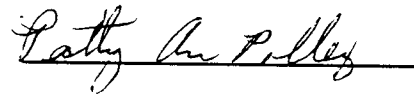
Effective Date: January 13, 1993

Expiration Date: June 15, 1994, if a building permit for the approved project has not been obtained.

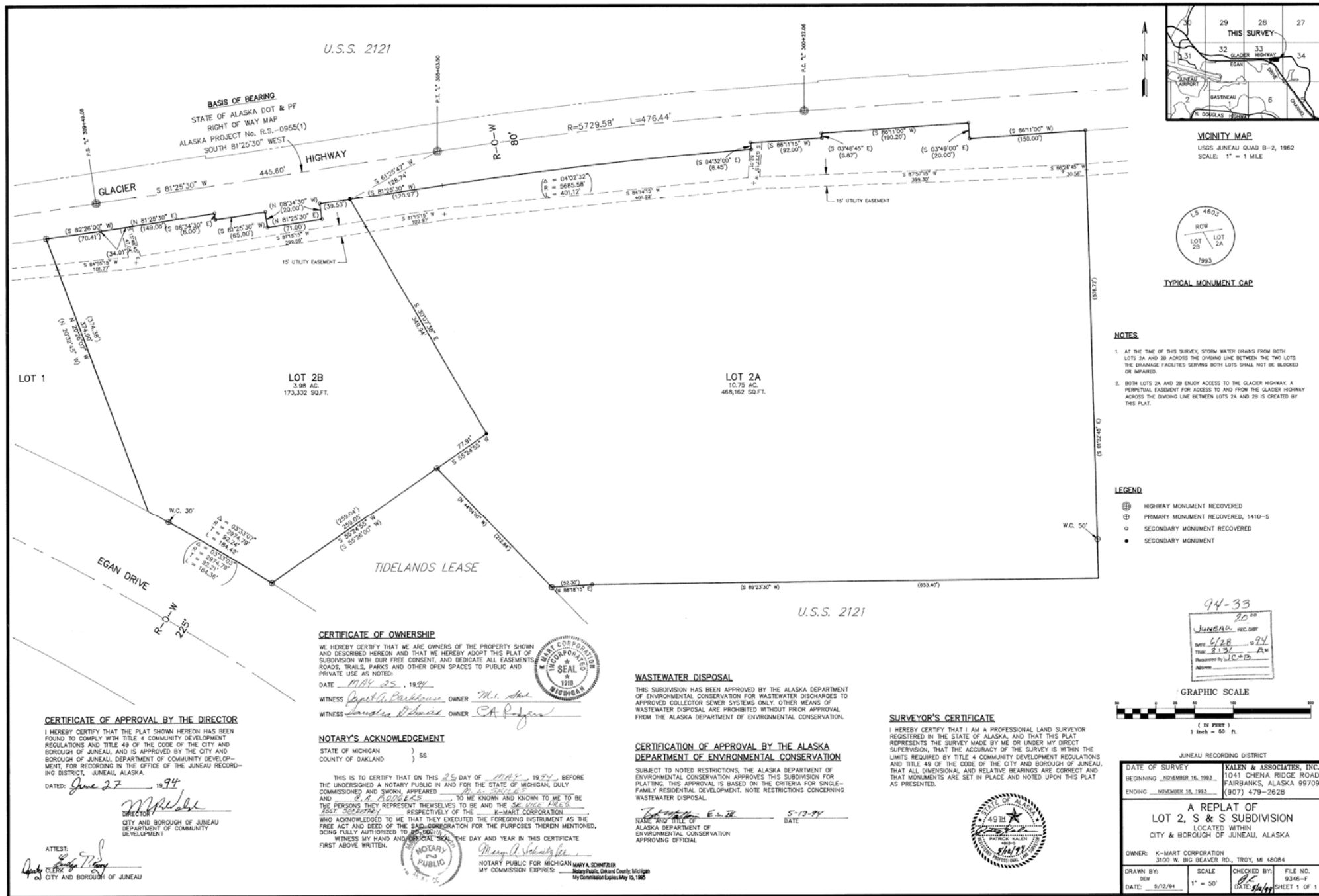
Project Planner:


David Goade, Planner II

RECEIVED BY CITY CLERK


12-23-92

cc: Michael Scott
James Stanley
Dale Porath
Malcolm Menzies
D.D. Dieckmeyer
Ernie Mueller
Debra Purves



Attachment D - 1994 Plat 94-33

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. Domkowski
Notary Public in and for the County of Oakland, State of 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

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

MHB/11335/2988/RD2

EXHIBIT A

Legal Description of Shopping Center

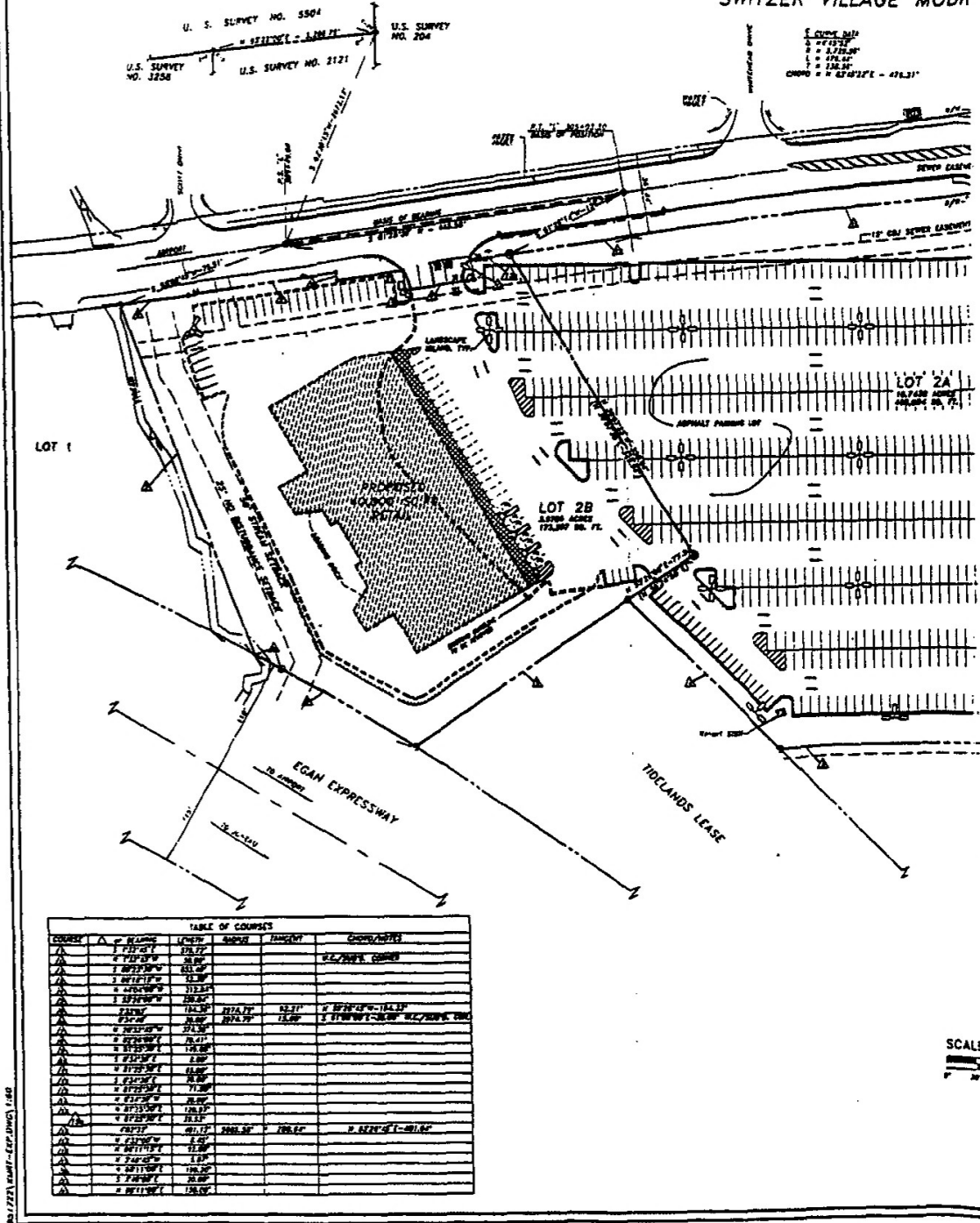
Land located in the Juneau Recording District, First Judicial District, State of Alaska, described as follows:

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

BOOK 0425 PAGE 262

SWITZER VILLAGE MOBILE



1110-3 PRIMARY WARDENSHIP ESTABLISHED SEPT. 1993
 1110-4 SECONDARY WARDENSHIP ESTABLISHED SEPT. 1993
 SECONDARY WARDENSHIP OF OTHERS
 WAREHOUSE OWNERS WARDENSHIP
 U.S. ARMY/NAVY WARDENSHIP (RECOVERED)
 A.S.A. P.F. CONTINUING WARDENSHIP (RECOVERED)
 A.S.A. P.F. CONTINUING WARDENSHIP OF RECORD
 PROPERTY / BOUNDARY LINE
 CONTINUING
 FIRE HYDRANT
 VALVE POLE WITH STREET LIGHT
 VALVE POLE
 ELECTRIC PENCIL
 ROUTING CONTROL JUMP
 ROUTING CONTROL LIGHT
 ROUTING CONTROL STOPPING
 PARKING LOT LIGHTING
 AIR STOP SIGNAL
 AIRWAY BELL

1. EASEMENT FOR LIMITED ACCESS AND APPURTENANCES THEREIN GRANTED BY CHARLES J. SCHNEIDER, ET AL. RECORDED APRIL 1, 1972, BOOK 100 PAGE 394, (AFFECTS PORTION ADJACENT TO EGAN HOLLOW). 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 THE STATE OF TEXAS BY CHARLES J. SCHNEIDER, ET AL. FOR SUCCESSORS AND/OR HEIRS, IN INTEREST, TO CONSTRUCT, OPERATE AND MAINTAIN AN ECTEC TRANSMISSION AND/OR TELEPHONE DISTRIBUTION LINE OR SYSTEM BY INSTRUMENT RECORDED DECEMBER 2, 1988 (IT IS BLANKET IN NATURE AND ONLY AFFECTS THE NORTHERLY PORTION OF SUBJECT PROPERTY).

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

WITHIN
LOT 2B
S & S SUBDIVISION
JUNEAU RECORDING DISTRICT

CLIENT: FRANK CORPORATION SURVEYOR: R.O. ENGINEERING, INC.
3180 WEST 8th AVE. BOULDER, CO. 80501
BOULDER, COLORADO 80501-3165 ALBUQUERQUE, NEW MEXICO 87102

DATE: MARCH 1993 SHEET 1 OF 1 BOB BOULDER, N.M. 87102

BOOK 0425 PAGE 264

95-003111
39.00

JUNEAU REC. DISTRICT
REQUESTED BY TI

'95 MAY 24 AM 9 41

2006-005504-0

Recording Dist: 101 - Juneau

7/31/2006 12:25 PM Pages: 1 of 7

A
L
A
S
K
A



cc

Return to:

Peter Putzier
Dept. of Law

P.O. Box 110300

Juneau, AK 99811-0300

STATE BUSINESS - NO charge

**THIS COVER SHEET HAS BEEN ADDED TO
THIS DOCUMENT TO PROVIDE SPACE FOR
THE RECORDING DATA. THIS COVER
SHEET APPEARS AS THE FIRST PAGE OF
THE DOCUMENT IN THE OFFICIAL PUBLIC
RECORD.**

DO NOT DETACH

August 23, 2001

Attachment F - 2006 AK DOT Declaration of Taking

FILED
STATE OF ALASKA
SKA
05 JUL 28 PM 3:31

BY EP DEPUTY

VS.

Project No. 71431
Juneau Sunny Point
Intersection
Parcel 2
Case No.: 1JU - 06 - 873C1

Defendants.

TO: THE SUPERIOR COURT FOR THE STATE OF ALASKA,
FIRST JUDICIAL DISTRICT

I, Jack Beedle, Preconstruction Engineer for the Southeast Region, Department of Transportation and Public Facilities, State of Alaska, declare that:

1. An estate in fee simple is taken in Parcel 2, together with access rights to Glacier Highway specified at Plat 94-33, Note 2, Juneau Recording District, and those easement

DECLARATION OF TAKING

SOA, DOT&PF v. KMart and Wal-Mart; IJU-

Page 1 of 3



2006-006504-0

ATTORNEY GENERAL, STATE OF ALASKA
DIMOND COURTHOUSE
P.O. BOX 110300, JUNEAU, ALASKA 99811
PHONE: 465-3600

rights specified in the "Declaration of Easements" dated May 17, 1995, and recorded at Book 0425, page 255, Juneau Recording District. The property and interests described are taken pursuant to Alaska Statutes 19.05, 19.10, 19.20, 09.55 and 44.42.020. Parcel 2 is described in Schedule A and depicted in Schedule B, both of which are attached hereto as part of this declaration. The property and interests are being taken for the Sunny Point Intersection project in Juneau.

2. The location, route and termini of the project are shown on Schedule C.

3. The property and access is necessary for a project located in a manner which is most compatible with the greatest public good and least private injury. The reasoning supporting the acquisition is generally described in the Decisional Document, attached as Schedule D to the Complaint, and by this reference made a part hereof.

4. Simultaneously with the filing of this Declaration, the amount of \$1,285,500.00 is herewith deposited into the registry of the court for the benefit of the persons entitled thereto, which amount is estimated by the plaintiff to be just compensation for the property or interest taken.

IN WITNESS THEREOF, the Department of Transportation and Public Facilities has caused this Declaration to be signed by the Preconstruction Engineer of the Southeast

///

///

///

DECLARATION OF TAKING
SOA, DOT&PF v. KMart and Wal-Mart; IJU-

Page 2 of 3



Region a designee of the Commissioner this 28 day of July, 2006 at Juneau,
Alaska.

Jack Beedle

~~Jack Beedle, P.E.~~

Preconstruction Engineer

Southeast Region

Dept. of Transportation & Public Facilities

SUBSCRIBED AND SWORN to before me this 28 day of July,
2006 at Juneau, Alaska.



State of Alaska
Notary Public

HAROLD L. CLEEK

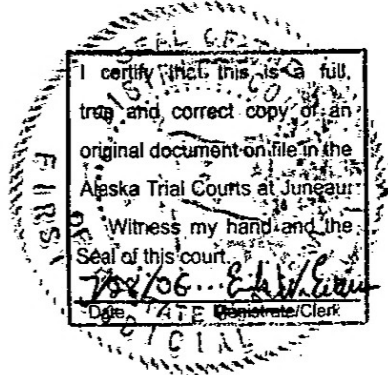
My Commission Expires 3/23/68

WILLIAM F. COOPER

Notary Public in and for Alaska

My commission expires: 3/22/08

ATTORNEY GENERAL, STATE OF ALASKA
 DIMOND COURTHOUSE
 P.O. BOX 116300, JUNEAU, ALASKA 99811
 PHONE: 465-3600



DECLARATION OF TAKING
SOA, DOT&PF v. KMart and Wal-Mart; IJU-

Page 3 of 3



4 of 7

Attachment F - 2006 AK DOT Declaration of Taking

9006-005504-0

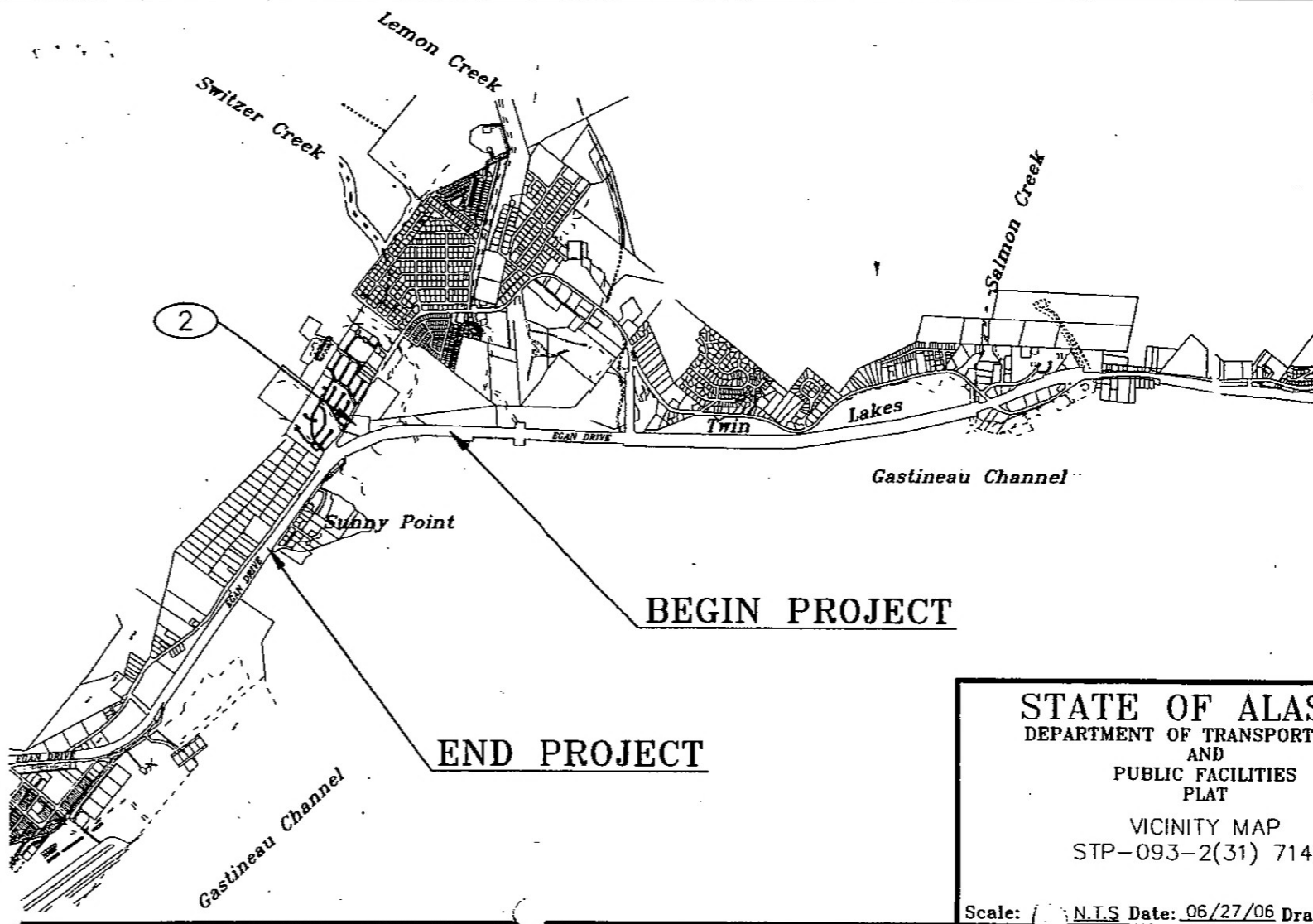
That portion of Lot 2B, S & S Subdivision, Juneau Recording District, First Judicial District, State of Alaska, more particularly bounded and described as follows:

Beginning at the northeast corner of said lot 2B identical to the northwest corner of Lot 2A, S & S Subdivision and being a point on the southerly right-of-way limits of Glacier Highway and being the northeasterly most corner of this description; thence along the easterly boundary of this description the following courses; along the common boundary between aforementioned Lots 2A and 2B, S & S Subdivision S30°12'32"E-7.22'; thence departing said common boundary, crossing said Lot 2B along a 50.00' radius curve to the left, through an arc of 58°20'23", an arc length of 50.91' to a point of reverse curvature; thence along a 658.99' radius curve to the right, through an arc of 18°21'31", an arc length of 211.15'; thence S78°40'49"E-21.00'; thence along a 679.99' radius curve to the right, through an arc of 13°06'48", an arc length of 155.63' to a point of reverse curvature; thence along a 30.00' radius curve to the left, through an arc of 81°24'37", an arc length of 42.63' to a point on the southeasterly boundary of Lot 2B, S & S Subdivision identical to the northwesterly boundary of a lease tract of the State of Alaska; thence along the common boundary of the aforementioned Lot 2B and lease tract S55°20'02"W-75.96' to the southerly most corner of this description, a point on the northerly right-of-way limits of Egan Drive, identical to the southerly most corner of Lot 2B, S & S Subdivision and the westerly most corner of said lease tract of the State of Alaska; thence along said northerly right-of-way limits of Egan Drive being the southerly limits of this description along a 2974.79' radius curve to the left, through an arc of 3°33'00", an arc length of 184.31' to the southwesterly most corner of this description and Lot 2B, S & S Subdivision, identical to the southeasterly most corner of Lot 1, S & S Subdivision; thence along the common boundary between Lots 1 and 2A, S & S Subdivision identical to the westerly limits of this description N20°38'47"W-374.50' to the northwesterly most corner of this description identical to the northwesterly most corner of Lot 2B and the northeasterly most corner of Lot 1, S & S Subdivision and being a point on the southerly right-of-way limits of glacier Highway hereinbefore described; thence along said right-of-way limits being the northerly limits of this description the following courses; N82°20'27"E-70.75'; N81°20'18"E-149.08'; S8°39'42"E-8.00'; N81°20'18"E-65.00'; S8°39'42"E-20.00'; N81°20'18"E-71.00'; N8°39'42"W-20.00'; N81°20'18"E-39.41' to the place of beginning.

The hereinabove described parcel contains 127,931 square feet, more or less.



5 of 7



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND
PUBLIC FACILITIES
PLAT

VICINITY MAP
STP-093-2(31) 714

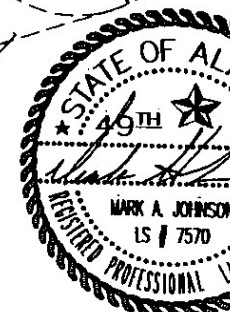
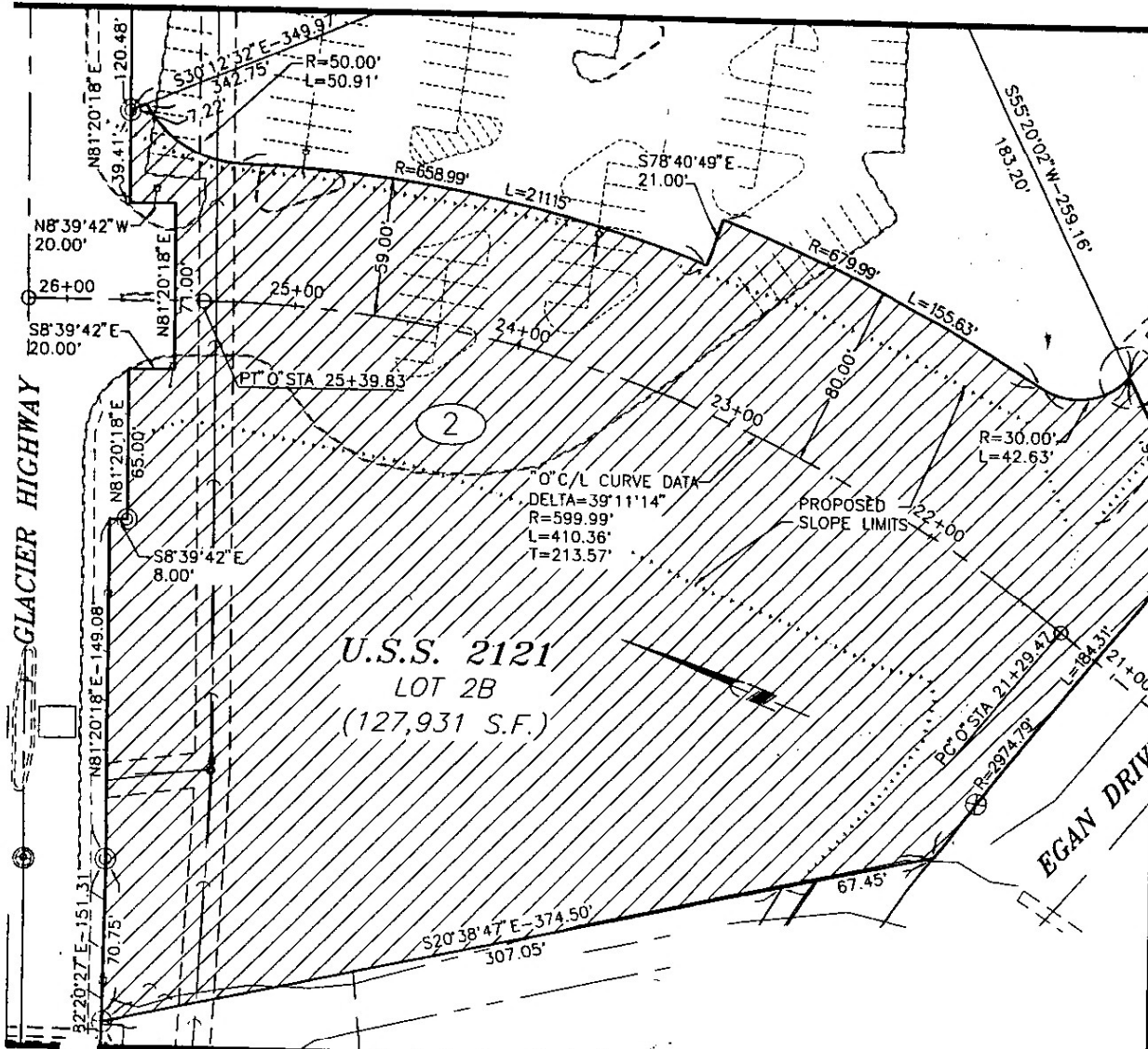
Scale: N.T.S. Date: 06/27/06 Dra

2006-005604-0



7 of 7

GLACIER HIGHWAY



I HEREBY CERTIFY that I am a
Registered and Licensed to practice
Land Surveying in the State of
Alaska and that this plat was extracted
from Right of Way Survey No. 71431
or under my direct supervision

Mark A. Johnson
Registered Surveyor Date 6-3

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND
PUBLIC FACILITIES
PLAT 1 OF 1
SHOWING RIGHT OF WAY REQUIREMENTS
PROJECT No. STP-093-2(31) 714
Southeast Region
Scale: 1" = 60' Date: 06/27/06 Drawn B

I certify that this is a full
true and correct copy of an
original document on file in the
Alaska Trial Courts at the Bureau.
Witness my hand and the
Seal of this Court this 27th day of
June 2006.
Debra L. McNamee
Bureau Clerk



(907) 586-0715
CDD_Admin@juneau.gov
www.juneau.org/community-development
155 Heritage Way • Juneau, AK 99801

November 14, 2023

Certified Mail Receipt Number
7022 0410 0002 2374 0732

AMERCO Real Estate Company
2727 N Central Ave
Phoenix, AZ 85004

Parcel No: 5B1301070032
Case No.: ENF2023 0061

U-Haul Co. of Alaska
6525 Glacier Hwy
Juneau, AK 99801

NOTICE OF VIOLATION - Conditional Use Permit Required

On November 9, 2022, the Community Development Department (Department) held a pre-application conference and later provided a report from that meeting on November 18, 2022. The zoning and permitting required a review by the Director and Planning Commission to ensure it is consistent with the zoning regulations and complies with the necessary operational conditions. Based on the information provided and available to the Department, you were notified that a Conditional Use Permit was required.

Relevant Code: CBJ 49.15.110 **Land Use:** *No person may perform or cause to be performed any development work within the City and Borough except in accordance with a valid development permit or early start or fast track authorization approved under the provisions of chapter 19.01 of the building code.*

Failure to comply with this code section may result in citations per CBJ 03.30.063.

Instructions: Contact me upon receiving this notice at 907-586-0752 between the hours of 8:00 A.M. and 4:30 P.M., Monday through Friday. If you do not reach me, you may leave a message, and your call will be returned. The information in your pre-application conference is attached to this Notice of Violation. You are instructed to review the document and prepare and submit your application for review. Contact Planning if you have any questions about your application. Contact me concerning this Enforcement Case.

Sincerely,

Nate Watts
Code Compliance Officer
(907) 586-0752
Nate.Watts@juneau.gov

cc: Charlie Ford, Building Code Official
cc: Jill Maclean, AICP, Director, Community Development Department
cc: CDD Planning Division
cc: Maya_Lorimer@uhaul.com



(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	Maya_Lorimer@uhaul.com
Teri Camery	Planning	Teri.Camery@juneau.org
Emily Suarez	Planning	Emily.Suarez@juneau.org
Sydney Hawkins	Permit Tech	Sydney.Hawkins@juneau.org
Jill Maclean	Community Development Department Director	Jill.Maclean@juneau.org
Dan Jager	Fire Marshal	Dan.Jager@juneau.org

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	ALL REQUIRED DOCUMENTS ATTACHED	<i>If this is a modification or extension include:</i>
	<input type="checkbox"/> Narrative including: <ul style="list-style-type: none"><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"/> Plans including: <ul style="list-style-type: none"><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)	<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.

Submit your Completed Application

You may submit your application(s) online via email to 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

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

49.15.330 Conditional use permit.

- (a) *Purpose.* A conditional use is a use that may or may not be appropriate in a particular zoning district according to the character, intensity, or size of that or surrounding uses. The conditional use permit procedure is intended to afford the commission the flexibility necessary to make determinations appropriate to individual sites. The commission may attach to the permit those conditions listed in subsection (g) of this section as well as any further conditions necessary to mitigate external adverse impacts. If the commission determines that these impacts cannot be satisfactorily overcome, the permit shall be denied.
- (b) *Preapplication conference.* Prior to submission of an application, the developer shall meet with the director for the purpose of discussing the site, the proposed development activity, and the conditional use permit procedure. The director shall discuss with the developer, regulation which may limit the proposed development as well as standards or bonus regulations which may create opportunities for the developer. It is the intent of this section to provide for an exchange of general and preliminary information only and no statement by either the developer or the director shall be regarded as binding or authoritative for purposes of this code. A copy of this subsection shall be provided to the developer at the conference.
- (c) *Submission.* The developer shall submit to the director one copy of the completed permit application together with all supporting materials and the permit fee.
- (d) *Director's review procedure.*
 - (1) The director shall endeavor to determine whether the application accurately reflects the developer intentions, shall advise the applicant whether or not the application is acceptable and, if it is not, what corrective action may be taken.
 - (2) After accepting the application, the director shall schedule it for a hearing before the commission and shall give notice to the developer and the public in accordance with section 49.15.230.
 - (3) The director shall forward the application to the planning commission together with a report setting forth the director's recommendation for approval or denial, with or without conditions together with the reasons therefor. The director shall make those determinations specified in subsections (1)(A)—(1)(C) of subsection (e) of this section.
 - (4) Copies of the application or the relevant portions thereof shall be transmitted to interested agencies as specified on a list maintained by the director for that purpose. Referral agencies shall be invited to respond within 15 days unless an extension is requested and granted in writing for good cause by the director.
 - (5) Even if the proposed development complies with all the requirements of this title and all recommended conditions of approval, the director may nonetheless recommend denial of the application if it is found that the development:
 - (A) Will materially endanger the public health or safety;
 - (B) Will substantially decrease the value of or be out of harmony with property in the neighboring area; or
 - (C) Will not be in general conformity with the land use plan, thoroughfare plan, or other officially adopted plans.
- (e) *Review of director's determinations.*
 - (1) At the hearing on the conditional use permit, the planning commission shall review the director's report to consider:
 - (A) Whether the proposed use is appropriate according to the table of permissible uses;

- (B) Whether the application is complete; and
 - (C) Whether the development as proposed will comply with the other requirements of this title.
- (2) The commission shall adopt the director's determination on each item set forth in paragraph (1) of this subsection (e) unless it finds, by a preponderance of the evidence, that the director's determination was in error, and states its reasoning for each finding with particularity.
- (f) *Commission determinations; standards.* Even if the commission adopts the director's determinations pursuant to subsection (e) of this section, it may nonetheless deny or condition the permit if it concludes, based upon its own independent review of the information submitted at the hearing, that the development will more probably than not:
- (1) Materially endanger the public health or safety;
 - (2) Substantially decrease the value of or be out of harmony with property in the neighboring area; or
 - (3) Lack general conformity with the comprehensive plan, thoroughfare plan, or other officially adopted plans.
- (g) *Specific conditions.* The commission may alter the director's proposed permit conditions, impose its own, or both. Conditions may include one or more of the following:
- (1) *Development schedule.* A reasonable time limit may be imposed on construction activity associated with the development, or any portion thereof, to minimize construction-related disruption to traffic and neighborhood, to ensure that development is not used or occupied prior to substantial completion of required public or quasi-public improvements, or to implement other requirements.
 - (2) *Use.* Use of the development may be restricted to that indicated in the application.
 - (3) *Owners' association.* The formation of an association or other agreement among developers, homeowners or merchants, or the creation of a special district may be required for the purpose of holding or maintaining common property.
 - (4) *Dedications.* Conveyance of title, easements, licenses, or other property interests to government entities, private or public utilities, owners' associations, or other common entities may be required.
 - (5) *Performance bonds.* The commission may require the posting of a bond or other surety or collateral approved as to form by the city attorney to guarantee the satisfactory completion of all improvements required by the commission. The instrument posted may provide for partial releases.
 - (6) *Commitment letter.* The commission may require a letter from a public utility or public agency legally committing it to serve the development if such service is required by the commission.
 - (7) *Covenants.* The commission may require the execution and recording of covenants, servitudes, or other instruments satisfactory in form to the city attorney as necessary to ensure permit compliance by future owners or occupants.
 - (8) *Revocation of permits.* The permit may be automatically revoked upon the occurrence of specified events. In such case, it shall be the sole responsibility of the owner to apply for a new permit. In other cases, any order revoking a permit shall state with particularity the grounds therefor and the requirements for reissuance. Compliance with such requirements shall be the sole criterion for reissuance.
 - (9) *Landslide and avalanche areas.* Development in landslide and avalanche areas, designated on the landslide and avalanche area maps dated September 9, 1987, consisting of sheets 1—8, as the same may be amended from time to time by assembly ordinance, shall minimize the risk to life and property.
 - (10) *Habitat.* Development in the following areas may be required to minimize environmental impact:

(A) Developments in wetlands and intertidal areas.

- (11) *Sound*. Conditions may be imposed to discourage production of more than 65 dBa at the property line during the day or 55 dBa at night.
- (12) *Traffic mitigation*. Conditions may be imposed on development to mitigate existing or potential traffic problems on arterial or collector streets.
- (13) *Water access*. Conditions may be imposed to require dedication of public access easements to streams, lake shores and tidewater.
- (14) *Screening*. The commission may require construction of fencing or plantings to screen the development or portions thereof from public view.
- (15) *Lot size or development size*. Conditions may be imposed to limit lot size, the acreage to be developed or the total size of the development.
- (16) *Drainage*. Conditions may be imposed to improve on and off-site drainage over and above the minimum requirements of this title.
- (17) *Lighting*. Conditions may be imposed to control the type and extent of illumination.
- (18) *Other conditions*. Such other conditions as may be reasonably necessary pursuant to the standards listed in subsection (f) of this section.

(Serial No. 87-49, § 2, 1987; Serial No. 2006-15, § 2, 6-5-2006; Serial No. 2015-03(c)(am), § 9, 8-31-2015 ; Serial No. 2017-29, § 3, 1-8-2018, eff. 2-8-2018)

ARTICLE I. RESERVED¹

49.40.105—49.40.180 Reserved.

ARTICLE II. PARKING AND LOADING

49.40.200 General applicability.

Off-street parking spaces for automobiles shall be provided in accordance with the requirements set forth in this section at the time any building or structure is erected, enlarged, or expanded or when there is a change in the principal use thereof.

- (1) *Enlargement or change in use.* In cases of enlargement of a building or a change in the type or intensity of use existing on the effective date of the ordinance codified in this chapter, the number of additional off-street parking spaces required shall be based only on the gross floor area added or subject to the increase in intensity or change of use except as noted in subsection 49.40.210(d).
- (2) *Mixed occupancy.* In the case of two or more uses on the same lot, the total requirement for off-street parking facilities shall be the sum of the requirements for the several uses computed separately.
- (3) *Uses not specified.* In the case of uses not listed, the requirements for off-street parking shall be based on the requirements for the most comparable use specified.
- (4) *Location.* Off-street parking facilities shall be located as hereinafter specified; if a distance is specified, such distance shall be the walking distance measured from the nearest point of the parking facility to the nearest point of the building it is required to serve. Parking:
 - (A) For single-family and two-family dwellings shall be on the same zoning lot as the building served;
 - (B) For multifamily dwellings shall not be more than 100 feet distant;
 - (C) For hospitals and institutions shall be not more than 300 feet distant; and
 - (D) For uses other than those specified above shall be not more than 500 feet distant.
- (5) *Joint use.* The commission may authorize the joint use of parking facilities for the following uses or activities under conditions specified:
 - (A) Up to 50 percent of the parking facilities required by this chapter for primarily nocturnal uses including theaters, bowling alleys, bars, restaurants, and related uses may be supplied by other types of buildings or daytime uses such as banks, offices, retail, personal service shops, clothing, food, furniture, manufacturing or wholesale and related uses;

¹Editor's note(s)—Sec. 40 of Serial No. 2015-03(c)(am), adopted Aug. 31, 2015, repealed and reserved art. I, which pertained to access, consisted of §§ 49.40.105—49.40.180, and derived from Serial No. 87-49, 1987; Serial No. 91-13, 1991; Serial No. 2006-15, adopted June 5, 2006; and Serial No. 2013-09, adopted May 23, 2013
Editor's note(s)—.

- (B) Up to 50 percent of the parking facilities required by this chapter for primarily daytime uses may be supplied by primarily nighttime uses;
- (C) Up to 100 percent of the parking facilities required by this section for a church or for an auditorium incidental to a public or parochial school, may be supplied by the off-street parking facilities provided for primarily diurnal uses;
- (D) Conditions required for joint use. Any building or use sharing the off-street parking facilities of another building or use shall be located within 500 feet of such parking facilities. In addition:
 - (i) The applicant shall show that there is no substantial conflict in the principal operating hours of the two buildings or users for which joint use of off-street parking facilities is proposed; and
 - (ii) The applicant shall present to the director a written instrument, executed by the parties concerned, providing for joint use of off-street parking facilities, and approved as to form by the City and Borough attorney. Upon approval by the director, such instrument shall be filed with the department and the building official.
- (6) *Reconfiguration of parking lots.* In cases of reconfiguration of all or a portion of an existing parking lot, all parking and loading requirements set forth in this chapter are applicable to that portion of the lot which is to be reconfigured. In cases where conformance with these requirements would result in a net loss of the number of parking spaces, the original number and dimensions of the parking spaces may be retained.

(Serial No. 87-49, § 2, 1987; Serial No. 92-11, § 2, 1992; Serial No. 97-49, § 4, 1998)

49.40.210 Minimum space and dimensional standards for parking and off-street loading.

- (a) *Table of minimum parking standards.* The minimum number of off-street parking spaces required shall be as set forth in the following table. The number of spaces shall be calculated to the nearest whole number:

Use	Spaces Required
Single-family and duplex	2 per each dwelling unit
Multifamily units	Geographic area Juneau or Douglas
	1.0 per one bedroom
	1.5 per two bedrooms
	2.0 per three or four bedrooms
	All other geographic areas
	1.5 per one bedroom
	1.75 per two bedrooms
	2.25 per three or four bedrooms
Roominghouses, boardinghouses, single-room occupancies with shared facilities, bed and breakfasts, halfway houses, and group homes	Geographic area Juneau or Douglas
	1 per 2 bedrooms
	All other geographic areas
	1 per bedroom
Single-room occupancies with private facilities	1 per each single-room occupancy plus 1 additional per each increment of four single-room occupancies with private facilities

Accessory apartments	1
Motels	1 per each unit in the motel
Hotels	1 per each four units
Hospitals and nursing homes	2 per bed or one per 400 square feet of gross floor area
Senior housing	0.6 parking spaces per dwelling unit, plus 1 guest parking space for each 10 units, plus 1 parking space per employee
Assisted living facility	0.4 parking spaces per maximum number of residents
Sobering centers	1 parking space per 6 beds, plus 1 visitor parking space
Theaters	1 for each four seats
Churches, auditoriums, and similar enclosed places of assembly	1 for each four seats in the auditorium
Bowling alleys	3 per alley
Banks and offices	1 per 300 square feet of gross floor area
Medical or dental clinics	1 per 200 square feet of gross floor area
Mortuaries	1 per six seats based on maximum seating capacity in main auditorium
Warehouses, storage, and wholesale businesses	1 per 1,000 square feet of gross floor area
Restaurants and alcoholic beverage dispensaries	1 per 200 square feet of gross floor area
Swimming pools serving general public	1 per four persons based on pool capacity
Retail commercial	1 per 300 square feet of gross floor area
Shopping centers and malls	1 per 300 square feet of gross leasable floor area
Convenience stores	1 per 250 square feet of gross floor areas or as provided at 49.65.540(b)
Pleasure craft moorages	1 per three moorage stalls
Manufacturing uses; research, testing and processing, assembling, all industries	1 per 1,000 square feet gross floor area except that office space shall provide parking as required for offices
Libraries and museums	1 per 600 square feet gross floor area
Schools, elementary	2 per classroom
Middle school or junior high	1.5 per classroom
High school	A minimum of 15 spaces per school; where auditorium or general assembly area is available, one per four seats; one additional space per classroom
College, main campus	1 per 500 square feet of gross floor area of an enclosed area, or, where auditorium or general assembly area is available, one per four seats, whichever is greater
College, satellite facilities	1 per 300 square feet of gross floor area of an enclosed area, or, where auditorium or general assembly area is available, one per four seats, whichever is greater
Repair/service station	5 spaces per bay. For facilities with two or more bays, up to 60% of the required parking spaces may be in a stacked parking configuration
Post office	1 per 200 square feet gross floor area

(b) *Parking space dimensions.*

- (1) Subject to subsections (b)(2) and (3) of this section, each standard parking space shall consist of a generally rectangular area at least 8½ feet by 17 feet. Lines demarcating parking spaces may be drawn at any angle to curbs or aisles so long as the parking spaces so created contain within them the rectangular area required by this section.
- (2) Spaces parallel to the curb shall be no less than 22 feet by 6½ feet.
- (3) Accessible parking spaces.
 - (A) Except for residential parking lots of fewer than ten spaces, accessible parking spaces shall be required according to the following table:

Total Parking Spaces in Lot	Required Minimum Number of Accessible Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1,000	2 percent of total spaces
1,001 and over	20 plus 1 for each 100 over

- (B) The accessible space required for parking lots of one to 25 spaces may be met by an alternative off-site accessible space, public or private, if the alternate space is determined by the community development department to be of adequate capacity and proximity.
 - (C) Each accessible parking space shall consist of a generally rectangular area at least 13 feet by 17 feet, including an access aisle of at least five feet by 17 feet. Two accessible parking spaces may share a common access aisle.
 - (D) One in every eight accessible spaces, but not less than one, shall be served by an access aisle with a width of at least eight feet and shall be designated "van-accessible."
 - (E) Accessible parking spaces shall be designated as reserved by a sign showing the symbol of accessibility. "Van-accessible" spaces shall have an additional sign designating the space as "van-accessible" mounted below the symbol of accessibility. The signs shall be located so they cannot be obscured by a vehicle parked in the space.
 - (F) Access aisles for accessible parking spaces shall be located on the shortest accessible route of travel from parking to an accessible entrance.
- (c) *Off-street loading areas.* The provision and maintenance of off-street loading facilities is a continuing obligation and joint responsibility of the owner and occupants. Loading areas shall be as set forth in this subsection.
- (1) Each off-street loading space shall be not less than 30 feet by 12 feet, shall have an unobstructed height of 14 feet six inches, and shall be permanently available for loading.
 - (2) Space requirements shall be as set forth in the following table:

Use	Gross Floor Area in Square Feet	Spaces
Motels and hotels	5,000—29,000	One
	30,000—59,999	Two
	Each additional 30,000	One
Commercial	5,000—24,999	One
	25,000—50,000	Two
	Each additional 30,000	One
Industrial, manufacturing, warehousing, storage, and processing	5,000—24,999	One
	25,000—50,000	Two
	Each additional 30,000	One
Hospitals	5,000—39,999	One
	Each additional 40,000	One
	Other Criteria	
Schools	For every two school buses	One
Homes for the aged, convalescent homes, correctional institutions	More than 25 beds	One

(d) *Exceptions.*

- (1) *Superimposed parking districts.* There is adopted the parking district map dated June 5, 2006, as the same may be amended from time to time by the assembly by ordinance. The off-street parking and loading requirements set forth in subsections (a) and (c)(2) of this section may be reduced by 30 percent in the PD-2 parking district. The requirements shall not apply in the PD-1 parking district except in the case of the expansion of an existing building or the construction of a new building, in which case they may be reduced by 60 percent.
- (2) *Off-street parking requirements.* Off-street parking requirements do not apply to lots if they are accessible only by air or water and are used for single-family and two-family residential and remote commercial recreational uses. If the director determines that public access by automobile to the property has become physically available, the owner of the property shall be given notice and within one year thereof shall provide the required off-street parking.
- (3) *Enlargement or expansion.* No additional parking spaces are required for an enlargement or expansion if the additional spaces would amount to less than ten percent of the total required for the whole development and amount to less than three spaces. Phased expansion shall be regarded as a whole.
- (4) *Replacement and reconstruction of certain nonconforming structures.* Off-street parking requirements for the replacement and reconstruction of certain nonconforming structures in residential districts shall be governed by chapter 49.30.
- (5) *Fee in lieu of parking spaces.*
 - (A) There is adopted the Downtown Fee in Lieu of Parking District Map, dated October 30, 2006, as the same may be amended from time to time by the assembly by ordinance.
 - (B) Off-street parking for new and existing developments, for any use, may be waived if the requirements of this section are met. The determination of whether these requirements are met shall be made by the Director if the requested waiver is for five or fewer parking spaces, or by the Commission if the requested waiver is for six or more parking spaces.

- (C) The property seeking a waiver of the parking requirement must be located within the area shown on the Downtown Fee In Lieu of Parking District Map, and be supported by a finding by the Director or Commission as set forth in CBJ 49.40.210(d)(5)(B), above, that it will not have significant adverse impacts on nearby on-street parking and:
 - (i) Vacant on the effective date of this ordinance;
 - (ii) Occupied by a building built within the 50 years prior to the date of adoption of this ordinance; or
 - (iii) Occupied by a building built more than 50 years prior to the date of adoption of this ordinance, and the Director or Commission, after considering the recommendation of the Historic Resources Advisory Committee, finds that the proposed development does not affect the historical significance, historical attributes, or otherwise compromise the historic integrity of the structure based on the United States Secretary of the Interior's Standards for Rehabilitation.
- (D) The applicant shall pay a one-time fee to the City and Borough of \$8,500.00 per parking space waived under this section. For residential uses, this fee shall be reduced by 50 percent to \$4,250.00. This fee shall be adjusted annually by the Finance Department to reflect the changes in the Consumer Price Index for Anchorage as calculated by the State of Alaska, Department of Labor; or the United States Department of Labor, Bureau of Labor Statistics.
- (E) Any fee due and not paid within 45 days after the development obtains temporary or permanent occupancy, or, in the case of existing developments, 45 days after the waiver is granted, shall be a lien upon all real property involved and shall be paid in ten equal annual principal payments plus interest. The lien shall be recorded and shall have the same priority as a City and Borough special assessment lien. Except as provided herein, the annual payments shall be paid in the same manner and on the same schedule as provided for special assessments, including penalties and interest on delinquent payments, as provided in CBJ 15.10.220. The annual interest rate on unpaid fees shall be one percent above the Wall Street Journal Prime Rate, or similar published rate, on January 2nd of the calendar year the agreement is entered into, rounded to the nearest full percentage point, as determined by the finance director.
- (6) *Parking waivers.* The required number of non-accessible parking spaces required by this section may be reduced if the requirements of this subsection are met. The determination of whether these requirements are met, with or without conditions, deemed necessary for consistency with this title, shall be made by the director in the case of minor development; the commission in the case of major development; and the commission if the application relates to a series of applications for minor developments that, taken together, constitute major development, as determined by the director.
- (A) Any waiver granted under this subsection shall be in writing and shall include the following required findings and any conditions, such as public amenities, imposed by the director or commission that are consistent with the purpose of this title:
 - (1) The granting of the waiver would result in more benefits than detriments to the community as a whole as identified by the comprehensive plan;
 - (2) The development is located outside of the PD-1 parking district, PD-2 parking district, and Downtown Fee in Lieu of Parking District Map areas;
 - (3) Granting the waiver will not result in adverse impacts to property in the neighboring area; and
 - (4) The waiver will not materially endanger public health, safety, or welfare.

- (B) Applications for parking waivers shall be on a form specified by the director and shall be accompanied by a one-time fee of \$400. If the application is filed in conjunction with a major development permit, the fee shall be reduced by 20 percent.
- (C) The director shall mail notice of any complete parking waiver application to the owners of record of all property located within a 250-foot radius of the site seeking the waiver. If the parking waiver application is filed in conjunction with a major development permit, notice of both applications shall be made concurrently in accordance with CBJ 49.15.230.
- (D) Approved parking waivers shall expire upon a change in use.

(Serial No. 87-49, § 2, 1987; Serial No. 89-05, § 4, 1989; Serial No. 89-33, § 5, 1989; Serial No. 92-11, §§ 3, 4, 1992; Serial No. 2006-14(b), § 2, 5-15-2006; Serial No. 2006-15, §§ 11, 12, 6-5-2006; Serial No. 2006-33am, § 2, 10-30-2006, eff. 11-20-2006; Serial No. 2007-18, § 2, 4-23-2007; Serial No. 2009-22(b), § 4, 10-12-2009; Serial No. 2010-22, § 5, 7-19-2010; Serial No. 2016-14, § 2, 5-2-2016, eff. 6-2-2016 ; Serial No. 2016-46, § 3, 3-6-2017, eff. 4-4-2017 ; Serial No. 2018-31, § 3, 6-4-2018, eff. 7-5-2018 ; Serial No. 2019-37, § 6, 3-16-2020, eff. 4-16-2020)

49.40.220 Parking area and site circulation review procedures.

- (a) *Purpose.* The purpose of these review procedures is to ensure that all proposed parking and related site access areas provide for adequate vehicular and pedestrian access and circulation; that all parking spaces are usable and are safely and conveniently arranged; that sufficient consideration has been given to off-street loading and unloading; that the parking area will be properly drained, lighted and landscaped; and that such areas will not be unsightly.
- (b) *Plan submittal.* All development applications shall include plans for parking and loading areas. Major development applications for commercial uses and for residential development of ten units or more must include plans prepared by a professional engineer or architect. These plans may be part of a plan submission prepared in conjunction with the required review of another aspect of the proposed development.
 - (1) *Contents.* The plans shall contain the following information:
 - (A) Parking and loading area plans drawn to scale and adequate to show clearly the circulation pattern and parking area function;
 - (B) Existing and proposed parking and loading areas with dimensions, traffic patterns, access aisles, and curb radii;
 - (C) Improvements including roads, curbs, bumpers and sidewalks indicated with cross sections, designs, details, and dimensions;
 - (D) A parking schedule indicating the number of parking spaces required, the number provided, and how such calculations were determined;
 - (E) Topography showing existing and proposed contour intervals; and
 - (F) Landscaping, lighting and sign details, if not provided in conjunction with the required review of another aspect of the proposed development.
 - (2) *Waiver of information.* The department may waive submission of any required exhibits.
- (c) *Review procedure.* Plans shall be reviewed and approved according to the procedures of this chapter and chapter 49.15.
- (d) *Public improvements required.* As a condition of plan approval, the department may require a bond approved as to form by the city attorney for the purpose of ensuring the installation of on-site public improvements. As a condition of plan approval, the applicant shall be required to pay the pro rata share of the cost of providing

reasonable and necessary public improvements located outside the property limits of the development but necessitated by construction or improvements within such development.

(Serial No. 87-49, § 2, 1987)

49.40.230 Parking and circulation standards.

(a) *Purpose.* Provisions for pedestrian and vehicular traffic movement within and adjacent to the site shall address layout of parking areas, off-street loading and unloading needs, and the movement of people, goods, and vehicles from access roads, within the site, and between buildings and vehicles. Parking areas shall be attractively landscaped and shall feature safely and conveniently arranged parking spaces.

(b) *Off-street parking and loading areas; design standards.*

(1) *Access.* There shall be adequate ingress and egress from all parking spaces. The required width of access drives for driveways shall be determined as part of plan review depending on use, topography and similar considerations.

(2) *Size of aisles.* The width of all aisles providing direct access to individual parking stalls shall be in accordance with the following table:

Aisle width	Parking Angle				
	0°	30°	45°	60°	90°
One-way traffic	13	11	13	18	24
Two-way traffic	19	20	21	23	24

(3) *General location.* All parking shall be located in bays generally perpendicular to driveways or roads.

(4) *Location in different zones.* No access drive, driveway or other means of ingress or egress shall be located in any residential zone if it provides access to uses other than those permitted in such residential zone.

(5) *Sidewalks and curbing.* Sidewalks shall be provided with a minimum width of four feet of passable area and shall be raised six inches or more above the parking area except when crossing streets or driveways. Guardrails and wheel stops permanently anchored to the ground shall be provided in appropriate locations. Parked vehicles shall not overhang or extend over sidewalk areas, unless an additional sidewalk width of two feet is provided to accommodate such overhang.

(6) *Stacked parking.* Stacked parking spaces may only be counted as required parking spaces for single-family residences, duplexes, and as otherwise specified for specific uses. In the case of single-family residences and duplexes with or without accessory uses and child care homes in a residential district, only a single parking space per dwelling unit may be a stacked parking space.

(7) *Back-out parking.* Parking areas must provide adequate space for turning and maneuvering on-site to prevent back-out parking onto a right-of-way. If the director or the commission, when the commission has authority, determines back-out parking would not unreasonably interfere with the public health and safety of the area and adjacent right-of-way traffic, back-out parking is allowed in the following circumstance:

(A) In the case of single-family dwellings and duplexes with or without accessory uses located in residential and rural reserve zoning districts;

(B) Where the right-of-way is an alley; or

(C) In the case of a child care home in a residential district.

(c) *Landscaping and drainage.*

- (1) Parking areas shall be suitably drained and shall be landscaped in accordance with design review standards.
- (2) Off-site drainage facilities and structures requiring enlargement, modification, or reconstruction in part or in whole as the result of the proposed development shall be subject to off-site improvement requirements and standards as established by the city.
- (d) *Lighting.* All parking areas shall be suitably lighted. All lighting fixtures shall be "full cutoff" styles that direct light only onto the subject parcel.
- (e) *Markings and access.* Parking stalls, driveways, aisles and emergency access areas and routes shall be clearly marked.
- (f) *General circulation and parking design.*
 - (1) Parking space allocations shall be oriented to specific buildings. Parking areas shall be linked by walkways to the buildings they serve.
 - (2) Where pedestrians must cross service roads or access roads to reach parking areas, crosswalks shall be clearly designated by pavement markings or signs. Crosswalk surfaces shall be raised slightly to designate them to drivers, unless drainage problems would result.

(Serial No. 87-49, § 2, 1987; Serial No. 2006-14(b), §§ 3—5, 5-15-2006; Serial No. 2015-07(b)(am), § 6, 2-23-2015, eff. 3-26-2015 ; Serial No. 2015-32, § 6, 8-10-2015, eff. 9-10-2015)

42.20.095 Disturbing the peace.

(a)

General.

(1)

It is unlawful for any person willfully to make or continue to make, or cause to be made or continued, any loud, unnecessary, or unusual noise which disturbs the peace or quiet of any neighborhood or which causes discomfort or annoyance to any reasonable person of normal sensitivity residing in the area. The standards which shall be considered in determining whether a violation of the provisions of this section exists shall include the following:

- (A) The volume of noise;
- (B) The intensity of the noise;
- (C) Whether the nature of the noise is usual or unusual;
- (D) Whether the origin of the noise is natural or unnatural;
- (E) The volume and intensity of the background noise, if any;
- (F) The proximity of the noise to residential sleeping facilities;
- (G) The nature and zoning of the area within which the noise emanates;
- (H) The density of the inhabitation of the area within which the noise emanates;
- (I) The time of the day or night the noise occurs;
- (J) The duration of the noise;
- (K) Whether the noise is recurrent, intermittent or constant;
- (L) Whether the noise is produced by a commercial or noncommercial activity;
- (M) Whether the noise contains pure tones.

(2)

Liability. In a prosecution under this section, it shall be a rebuttable presumption that the owner, tenant, or person in charge of real property from which noise emanates in violation of this section has caused or allowed to be caused the noise which violates this section.

(b)

Construction of buildings and projects. It is unlawful to operate any pile driver, power shovel, pneumatic hammer, derrick, power hoist, or similar heavy construction equipment, before 7:00 a.m. or after 10:00 p.m., Monday through Friday, or before 9:00 a.m. or after 10:00 p.m., Saturday and Sunday, unless a permit shall first be obtained from the City and Borough building official. Such permit shall be issued by the building official only upon a determination that such operation during hours not otherwise permitted under this section is necessary and will not result in unreasonable disturbance to surrounding residents.

(c)

Noise emanating from vehicles.

(1)

Policy. It is unlawful for any person to play, continue to play, or allow to be played, any sound system from, within, or on any motor vehicle so that any sound, music, or vibration emanating therefrom can be heard at a distance of more than 30 feet between the hours of 10:00 p.m. and 9:00 a.m., unless the vehicle is a sound truck operating pursuant to a permit issued under [section 72.10.150](#)

(2)

Liability. In a prosecution under this section, it shall be rebuttable presumption that the registered owner of a vehicle from which emanates noise in violation of this section has played or allowed to be played the sound system causing the noise.

(d)

[Reserved.]

(e)

Defenses. It is an affirmative defense to a charge under subsection (a) of this section that the noise is a normal result of a kennel authorized in an industrial zone under [title 49](#) of this Code.

(f)

Disturbing the peace is an infraction.

(Serial No. 78-36, § 3, 1978; Serial No. 85-56, § 45, 1985; Serial No. 2000-44am, § 2, 1-22-2001; Serial No. 2006-18(b), § 3, 6-5-2006)

State law reference— *Disorderly conduct, AS 11.61.110.*

04 CBJAC 050.020 Performance standards.

- (a)

The noise emanating from premises used for industrial activities shall be muffled so as to not become objectionable due to rhythm, intensity, pitch, or timbre, and where a use adjoins a residential district, the volume measured at the boundary line shall not exceed 55 dba's between the hours of 11:30 p.m. and 6:00 a.m., and 70 dba's at other hours.
- (b)

Industrial and exterior lighting shall not be used in a manner that produces glare on public highways or neighboring property.
- (c)

Arc welding, acetylene torch cutting or similar processes shall be performed so as not to be seen from outside of the property.
- (d)

Provisions shall be made for necessary shielding or other preventive measures against interference caused by mechanical, electrical, electronic and nuclear equipment.
- (e)

The emission of obnoxious odors or toxic or corrosive fumes or gases shall not be permitted. Dust or vapor created by an industrial operation shall not be exhausted directly into the atmosphere.
- (f)

The storage of liquid or solid waste which attracts vermin or otherwise creates a health hazard is prohibited. No waste products shall be visible from eye level from any property line.
- (g)

All open storage, excluding outside merchandising, shall conform to the front yard setback requirement of the zoning district in which it is located and shall be enclosed by a sight obscuring fence or planting at least six feet high.



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	PROPERTY LOCATION		
	Physical Address		
	Legal Description(s) (Subdivision, Survey, Block, Tract, Lot)		
	Parcel Number(s)		
	<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 _____		
	LANDOWNER/ LESSEE		
	Property Owner	Contact Person	
	Mailing Address	Phone Number(s)	
	E-mail Address		
	LANDOWNER/ LESSEE CONSENT		
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.			
<div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Landowner/Lessee (Printed Name)</div> <div>Title (e.g.: Landowner, Lessee)</div> </div>			
<div style="display: flex; justify-content: space-between;"> <div>X _____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Landowner/Lessee (Signature)</div> <div>Date</div> </div>			
<div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Landowner/Lessee (Printed Name)</div> <div>Title (e.g.: Landowner, Lessee)</div> </div>			
<div style="display: flex; justify-content: space-between;"> <div>X _____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Landowner/Lessee (Signature)</div> <div>Date</div> </div>			
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.			
APPLICANT If same as LANDOWNER, write "SAME"			
Applicant (Printed Name)		Contact Person	
Mailing Address	Phone Number(s)		
E-mail Address			
<div style="display: flex; justify-content: space-between;"> <div>X _____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Applicant's Signature</div> <div>Date of Application</div> </div>			

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

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

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

Intake Initials	
Case Number	Date Received

Attachment G - 2023 Notice of Violation to U-Haul



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

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: _____

IS THIS A MODIFICATION or EXTENSION OF AN EXISTING APPROVAL?

☐ YES – Case # _____ ☐ NO

UTILITIES PROPOSED

WATER: ☐ Public ☐ On Site

SEWER: ☐ Public ☐ On Site

SITE AND BUILDING SPECIFICS

Total Area of Lot _____ square feet Total Area of Existing Structure(s) _____ square feet

Total Area of Proposed Structure(s) _____ square feet

EXTERNAL LIGHTING

Existing to remain
Proposed

☐ No
☐ No

☐ Yes – Provide fixture information, cutoff sheets, and location of lighting fixtures
☐ Yes – Provide fixture information, cutoff sheets, and location of lighting fixtures

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

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

☐ 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)

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

ALLOWABLE/CONDITIONAL USE FEES

	Fees	Check No.	Receipt	Date
Application Fees	\$ _____			
Admin. of Guarantee	\$ _____			
Adjustment	\$ _____			
Pub. Not. Sign Fee	\$ _____			
Pub. Not. Sign Deposit	\$ _____			
Total Fee	\$ _____			

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

Allowable/Conditional Use Permit Application Instructions

Allowable Use permits are outlined in CBJ 49.15.320, Conditional Use permits are outline in CBJ 49.15.330

Pre-Application Conference: A pre-application conference is required prior to submitting an application. There is no fee for a pre-application conference. The applicant will meet with City & Borough of Juneau and Agency staff to discuss the proposed development, the permit procedure, and to determine the application fees. To schedule a pre-application conference, please contact the Permit Center at 586-0770 or via e-mail at permits@juneau.org.

Application: An application for an Allowable/Conditional Use Permit will not be accepted by the Community Development Department until it is determined to be complete. The items needed for a complete application are:

1. **Forms:** Completed Allowable/Conditional Use Permit Application and Development Permit Application forms.
2. **Fees:** Fees generally range from \$350 to \$1,600. Any development, work, or use done without a permit issued will be subject to double fees. All fees are subject to change.
3. **Project Narrative:** A detailed narrative describing the project.
4. **Plans:** All plans are to be drawn to scale and clearly show the items listed below:
 - A. Site plan, floor plan and elevation views of existing and proposed structures
 - B. Existing and proposed parking areas, including dimensions of the spaces, aisle width and driveway entrances
 - C. Proposed traffic circulation within the site including access/egress points and traffic control devices
 - D. Existing and proposed lighting (including cut sheets for each type of lighting)
 - E. Existing and proposed vegetation with location, area, height and type of plantings
 - F. Existing physical features of the site (i.e. drainage, eagle trees, hazard areas, salmon streams, wetlands, etc.)

Document Format: All materials submitted as part of an application shall be submitted in either of the following formats:

1. Electronic copies in the following formats: .doc, .txt, .xls, .bmp, .pdf, .jpg, .gif, .xlm, .rtf (other formats may be preapproved by the Community Development Department).
2. Paper copies 11" X 17" or smaller (larger paper size may be preapproved by the Community Development Department).

Application Review & Hearing Procedure: Once the application is determined to be complete, the Community Development Department will initiate the review and scheduling of the application. This process includes:

Review: As part of the review process the Community Development Department will evaluate the application for consistency with all applicable City & Borough of Juneau codes and adopted plans. Depending on unique characteristics of the permit request the application may be required to be reviewed by other municipal boards and committees. During this review period, the Community Development Department also sends all applications out for a 15-day agency review period. Review comments may require the applicant to provide additional information, clarification, or submit modifications/alterations for the proposed project.

Hearing: All Allowable/Conditional Use Permit Applications must be reviewed by the Planning Commission for vote. Once an application has been deemed complete and has been reviewed by all applicable parties the Community Development Department will schedule the requested permit for the next appropriate meeting.

Public Notice Responsibilities: Allowable/Conditional Use requests must be given proper public notice as outlined in CBJ 49.15.230:

The Community Development Department will give notice of the pending Planning Commission meeting and its agenda in the local newspaper a minimum of 10-days prior to the meeting. Furthermore, CDD will mail notices to all property owners within 500-feet of the project site.

The Applicant will post a sign on the site at least 14 days prior to the meeting. The sign shall be visible from a public right-of-way or where determined appropriate by CDD. Signs may be produced by the Community Development Department for a preparation fee of \$50, and a \$100 deposit that will be refunded in full if the sign is returned within seven days of the scheduled hearing date. If the sign is returned between eight and 14 days of the scheduled hearing \$50 may be refunded. The Applicant may make and erect their own sign. Please contact the Community Development Department for more information.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

**FIRST AMERICAN TITLE****STATE OF ALASKA****FIRST JUDICIAL DISTRICT****JUNEAU RECORDING DISTRICT****WHEN RECORDED MAIL TO:**

AMERCO Real Estate Co.
2727 N Central Ave, Ste. 500
Phoenix, AZ 85004
Attn: Aaron Cook

AND MAIL TAX STATEMENTS TO:

U-Haul Tax Department
PO BOX 29046
Phoenix, AZ 85038-9046

SPECIAL WARRANTY DEED WITH RESTRICTIONS

THIS SPECIAL WARRANTY DEED, made and entered this 5th day of December 2022, by and between **GLACIER HWY LLC**, an Alaska limited liability company, whose address is 4615 Spenard Road, Anchorage, AK 99517 ("Grantor"), and **AMERCO Real Estate Company**, a Nevada corporation, whose address is 2727 North Central Ave Phoenix, AZ 85004, (Grantee):

WITNESSETH:

That said Grantor, for and in consideration of the sum Ten and 00/100 Dollars (\$10.00) in hand paid, and other good and valuable consideration and as part of the IRC 1031 Exchange, the receipt and sufficiency of which are hereby acknowledged, has and by these presents does hereby grant and convey unto the Grantee, its successors and assigns, all right, title, claim and interest of the Grantor, if any, in and to the following interests (collectively referred to as the "Property") The real property conveyed by this deed is located in the State of Alaska, and is more particularly described in Exhibit "A"

SUBJECT TO:

- (i) those certain lands and premises situated in the Juneau Recording District, First Judicial District, State of Alaska more particularly described above hereto and made a part hereof (the "Land"), and
- (ii) all and singular the tenements, rights, easements, hereditaments, rights-of-way, privileges, liberties, appendages and appurtenances now or hereafter belonging or in any way appertaining to the Land, including (a) all rights relating to storm and sanitary sewer, water, gas, electric, railway, telephone and other utility services, (b) all

development rights, air rights, water, water rights, water stock, gas, oil, minerals, coal and other rights or substances of any kind or character underlying or relating to such lands and premises, (c) all estate, claim, demand, right, title or interest of Grantor in and any street, road, highway, avenue or alley (vacated, open, proposed or otherwise) in, on, under, across, in front of, abutting or adjoining the Land or any part thereof, and (d) all strips, gaps and gores belonging, adjacent or pertaining to the Land (together with the Land, collectively, the "Real Estate").

1. A fee simple interest in all buildings, structures, fixtures and other improvements (collectively, the "Improvements") located on the Real Estate.
2. This conveyance is expressly subject to the following conditions and restrictions:
 - (a) Purchaser covenants that the Property shall not be used for or in support of, either directly or indirectly (i) hardware store and/or related business, except for U-Haul's retail services and operations (ii) grocery store and/or related business (the "Property Restrictions") A breach of these use restrictions shall entitle Grantor to seek an injunction prohibiting such acts, including reimbursement for any and all court fees and costs associated with any such actions.
 - (b) The Property Restrictions shall survive until the Termination Date of **December 31, 2042.**

This conveyance is made subject to the easements, encumbrances, restrictions, and other matters of record.

TO HAVE AND TO HOLD the aforesaid Property and all privileges thereunto belonging to the Grantee, its successors and assigns, free and discharged from all right, title, claim or interest of the Grantor or any person or entity claiming by, through or under Grantor, but not otherwise.

The designation "Grantor" and "Grantee" as used herein shall include said parties, their successors and assigns, and shall included singular, plural, masculine, feminine or neuter as required by context.

By accepting this Special Warranty Deed, Grantee acknowledges that Grantee has had adequate opportunity to inspect the property conveyed herein as well as all improvements located thereon. Except as specifically set forth in this Special Warranty Deed, this conveyance is made without warranty or representation, either express or implied, and is on an "AS IS" and "WHERE IS" basis.

[Signature pages follow]



IN WITNESS WHEREOF, the parties have caused this instrument to be signed, the day and year first above written.

Dated: Dec 5, 2022

GRANTOR: GLACIER HWY LLC, an Alaska limited liability company

By [Signature]

Its Manager

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on 12/2, 2022,
by GLACIER HWY LLC, an Alaska limited liability company

[Signature]

Notary Public in and for Alaska

My Commission Expires: 7-19-2026



EXHIBIT A

PARCEL 1

LOT 2A OF THE REPLAT LOT 2, S & S SUBDIVISION A FRACTION OF U.S. SURVEY NO. 2121 AND ACCRETED LANDS AS RECORDED ON JUNE 28, 1994 IN THE OFFICE OF THE RECORDER, JUNEAU (DEPT. OF NATURAL RESOURCES, STATE OF ALASKA BY PLAT NO. 94-33.)

A CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATE WITHIN A FRACTION OF U.S. SURVEY NO. 2121 ACCRETED TRACT 2A TO U.S. NO. 2121, SAID PARCEL BEING WITHIN PROTRACTED SECTION 33, T.40S., R.66E., C.R.M., FIRST JUDICIAL DISTRICT, CITY AND BOROUGH OF JUNEAU, STATE OF ALASKA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER MONUMENT NO. 4, U.S. SURVEY NO. 2121; THENCE S62° 20'15" W -2672.17 FEET TO A STATE OF ALASKA DEPARTMENT OF TRANSPORTATION CENTERLINE MONUMENT AT P.S. STATION "L" 309+49.08 ON GLACIER HIGHWAY; THENCE ALONG CENTERLINE OF SAID HIGHWAY N81°25'30"E - 445.58 FEET TO A STATE OF ALASKA DEPARTMENT OF TRANSPORTATION CENTERLINE MONUMENT AT P.T. STATION "L" 305+03.50; THENCE S61°26'14"W - 128.72 FEET TO A 5/8 INCH IRON PIN MON., SAID MON., BEING A COMMON CORNER FOR LOTS 2A AND 2B S & S SUBDIVISION AND ON THE SOUTHERLY RIGHT-OF-WAY LIMITS OF GLACIER HIGHWAY, THE TRUE POINT AND PLACE OF BEGINNING; THENCE N81°25'30"E - 120.97 FEET ALONG SAID HIGHWAY RIGHT-OF-WAY; THENCE ALONG A 1'00'28" CURVE TO THE RIGHT (RADIUS = 5685.58 FEET) WITH AN ARC LENGTH OF 401.12 FEET (CHORD BEARING N83°26'45"E - 401.04 FEET) TO A 5/8 INCH IRON PIN MON.; THENCE CONTINUING ALONG SAID R/W, THE FOLLOWING COURSES, N4°32'00"W - 8.45 FEET TO A 5/8 INCH IRON PIN MON.; THENCE N86°11'15"E - 92.00 FEET TO A 5/8 INCH IRON PIN MON.; THENCE N3°48'45"W - 5.87 FEET TO A 5/8 INCH IRON PIN MON.; THENCE N86°11'00"E - 190.20 FEET TO A 5/8 INCH IRON PIN MON.; THENCE S3°49'00"E - 20.00 FEET TO A 5/8 INCH IRON PIN MON.; THENCE N86°11'00"E - 150.00 FEET TO A 2 1/2 INCH DIAMETER ALUMINUM PIPE WITH A 3" DIAMETER MON. CAP, SAID POINT BEING THE NORTHEAST CORNER OF LOT 2A, S&S SUBDIVISION; THENCE LEAVING GLACIER HIGHWAY RIGHT-OF-WAY S1°32'45"E - 576.72 FEET TO THE SOUTHEAST CORNER OF LOT 2A, S&S SUBDIVISION; THENCE S89°23'30"W - 653.40 FEET TO A 5/8 INCH IRON PIN MON.; THENCE S86°18'15"W - 52-30 FEET TO 2 1/2 INCH DIAMETER ALUMINUM PIPE WITH A 3 INCH MON. CAP; THENCE N44°04'00"W - 212.84 FEET TO A SIMILARLY DESCRIBED MON. COR.; THENCE N55°26'00"E - 77.91 FEET TO A 5/8 INCH IRON PIN MON.; THENCE N30°07'25"W - 350.04 FEET TO THE TRUE POINT AND PLACE OF BEGINNING.





(907) 586-0715
CDD_Admin@juneau.gov
www.juneau.org/community-development
155 Heritage Way • Juneau, AK 99801

COMMUNITY DEVELOPMENT DEPARTMENT - REQUEST FOR AGENCY COMMENT

DEPARTMENT: Fire
STAFF PERSON/TITLE: Theresa Ross- Fire Marshal
DATE: 03/01/2024
APPLICANT: Amerco Real Estate Company
TYPE OF APPLICATION: Conditional Use Permit
PROJECT DESCRIPTION:

A CUP is required for vehicle rental and storage of merch outside of enclosed structure.

LEGAL DESCRIPTION: S & S LT 2A
PARCEL NUMBER(S): 5B1301070032
PHYSICAL ADDRESS: 6525 Glacier Hwy

SPECIFIC QUESTIONS FROM PLANNER:

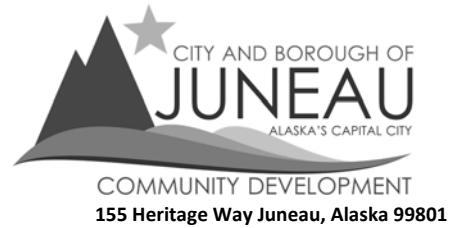
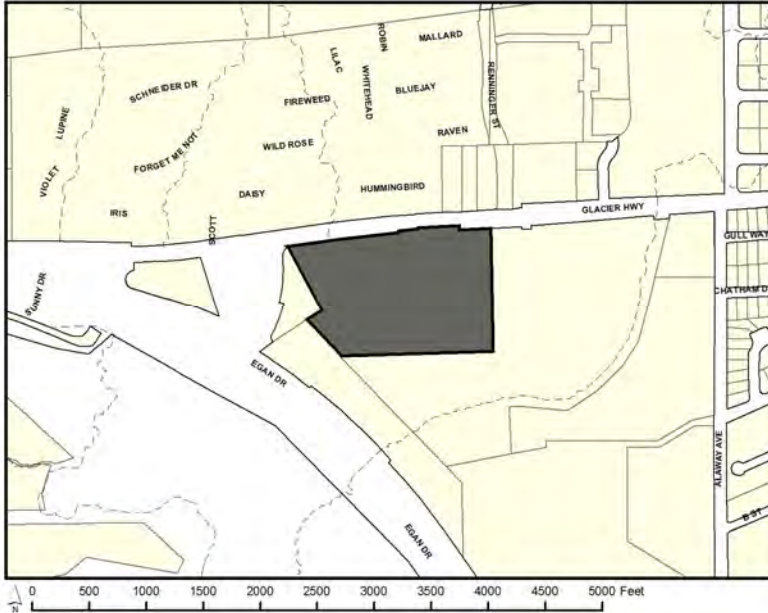
AGENCY COMMENTS:

No concerns at this time.

Invitation to Comment

On a proposal to be heard by the CBJ Planning Commission

Your Community, Your Voice



TO

Conditional Use Permit application has been submitted for consideration and public hearing by the Planning Commission for a **U-Haul Moving and Storage Facility** at **Glacier Highway** in a **General Commercial (GC)** zoning district.

PROJECT INFORMATION:

Project Information can be found at:

<https://juneau.org/community-development/short-term-projects>

PLANNING COMMISSION DOCUMENTS:

Staff Report expected to be posted **March 18, 2024** at

<https://juneau.org/community-development/planning-commission>

Find hearing results, meeting minutes, and more here, as well.

Now through March 4

Comments received during this period will be sent to the Planner, **Ilsa Lund**, to be included as an attachment in the staff report.

March 5— noon, March 22

Comments received during this period will be sent to Commissioners to read in preparation for the hearing.

HEARING DATE & TIME: 7:00 pm, March 26, 2024

This meeting will be held in person and by remote participation. For remote participation: join the Webinar by visiting <https://juneau.zoom.us/j/86797019746> and use the Webinar ID: 867 9701 9746 OR join by telephone, calling: 1-253-215-8782 and enter the Webinar ID (above).

You may also participate in person in City Hall Assembly Chambers, 155 Heritage Way Juneau, Alaska.

March 27

The results of the hearing will be posted online.

FOR DETAILS OR QUESTIONS,

Phone: (907)586-0753 ext. 4128

Email: pc_comments@juneau.gov or ilsa.lund@juneau.gov

Mail: Community Development, 155 Heritage Way, Juneau AK 99801

Printed February 26, 2024

Case No.: USE2024 0001

Parcel No.: 5B1301070032

CBJ Parcel Viewer: <http://epv.juneau.org>

From: [Joshua Sawvell](#)
To: [Gurnoor Tschudy](#); [Ilsa Lund](#)
Subject: Re: 6525 Glacier Highway - U-Haul Conditional Use Permit- PUBLIC NOTICE SIGN READY
Date: Tuesday, March 5, 2024 2:43:31 PM
Attachments: [image001.png](#)

Hello Gurnoor and Ilsa,

The public notice sign was mounted at about 215p AKST on 3/5/24. Attached are 4 pictures, the furthest out vantage point is from the entrance on Glacier Hwy up to all the way zoomed in so the sign is legible. If you need any further information, please let me know.

Thank you,

Joshua Sawvell

U-Haul Company of Alaska

Special Projects / Computer Support

[\(907\)201-1258](tel:(907)201-1258)



Attachment K - Sign Photos