

Submitted by: Chair of the Assembly at
the Request of the Mayor
Prepared by: Planning Department
For reading: May 2, 2006

CLERK'S OFFICE

APPROVED

DATE 5-2-06 Anchorage, Alaska
AR 2006-113

A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY APPROVING AN ALCOHOLIC BEVERAGES CONDITIONAL USE IN THE B-3 DISTRICT FOR A NEW RESTAURANT OR EATING PLACE USE PER AMC 21.40.180D.8. FOR NINO'S ITALIAN EATERY; LOCATED IN SOUTHRIDGE SUBDIVISION, BLOCK 4, LOT 1; SITE ADDRESS BEING 831 EAST 36TH AVENUE, GENERALLY LOCATED ON THE NORTHWEST CORNER OF 36TH AVENUE AND NEW SEWARD HIGHWAY.

(Midtown Community Council) (Case 2006-049)

THE ANCHORAGE ASSEMBLY RESOLVES:

Section 1. The conditional use permit for an Alcoholic Beverages Conditional Use in the B-3 District for a new Restaurant/Eating Place use per AMC 21.40.180D.8. for Nino's Italian Eatery; located in Southridge Subdivision, Block 4, Lot 1; site address being 831 East 36th Avenue, meets the applicable provisions of AMC 21.50.020 and AMC 21.50.160.

Section 2. The subject conditional use permit for an Alcoholic Beverages Conditional Use in the B-3 District for a new Restaurant/Eating Place per AMC 21.40.180D.8. is subject to the following conditions:

1. A Notice of Zoning Action shall be filed with the State District Recorder's Office within 120 days of the Assembly's approval of the final conditional use approval for a restaurant/eating place use in the B-3 District.
2. All uses shall conform to the plans and narrative submitted with this conditional use application, including the building plans except as modified by this approval.
3. This conditional use approval is for an Alcoholic Beverages Conditional Use in the B-3 District for a Restaurant/Eating Place Use per AMC 21.40.180D.8. for an approximately 907 square foot dining area, located in Southridge Subdivision, Block 4, Lot 1. Plans indicate 9 fixed seats and 3 non-fixed seats.
4. On-premise sale of alcohol beverages are from 11:00 AM to 10:00 PM, daily. Liquor sales represent 10% compared to 90% food sales.

5. Upon demand, the applicant shall demonstrate compliance with a liquor "Server Awareness Training Program" approved by the State of Alaska Alcoholic Beverage Control Board, such as or similar to the program for Techniques in Alcohol Management (T.A.M.).
6. The use of the property for the permitted purposes shall comply with all current and future federal, state and local laws and regulations, including but not limited to, laws and regulations pertaining to the sale, dispensing, service and consumption of alcoholic beverages and the storage, preparation, sale, service and consumption of food. The owner of the property, the licensee under the Alcoholic Beverage Control license and their officers, agents and employees shall not knowingly permit or negligently fail to prevent the occurrence of illegal activity on the property.
7. A copy of the conditions imposed by the Assembly in connection with this conditional use approval shall be maintained on the premise at a location visible to the public.
8. Prior to this conditional use becoming effective, resolve land use case 2006-00760, for a rotating sign.

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

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

PASSED AND APPROVED by the Anchorage Assembly this 2nd
day of May 2006.

ATTEST:

Daniel A. Sullivan
Chair

Berlene S. Brundage
Municipal Clerk

(Planning Case 2006-049)
(003-232-18)



MUNICIPALITY OF ANCHORAGE

ASSEMBLY MEMORANDUM

No. AM 316-2006

Meeting Date: May 2, 2006

From: Mayor

Subject: ALCOHOLIC BEVERAGES CONDITIONAL USE IN THE B-3 DISTRICT FOR A RESTAURANT/EATING PLACE USE PER AMC 21.40.180 D.8. FOR NINO'S ITALIAN EATERY.

1 Ennio Recine has made application for a restaurant/eating place alcoholic beverages
2 conditional use in the B-3 District for Nino's Italian Eatery located on
3 Southridge Subdivision, Block 4, Lot 1, per AMC 21.40.180 D.8.
4

5 The proposal is to add a restaurant/eating place license to a new restaurant opening up
6 at an existing restaurant structure. The site is located at 831 East 36th Avenue, on the
7 northwest corner of East 36th Avenue and New Seward Highway. There are two
8 beverage dispensary licenses (one of which is a duplicate license), one beverage
9 dispensary – tourism license, one club license, and five restaurant/eating place licenses
10 within 1,000 feet of the proposed restaurant. However, one of these five
11 restaurant/eating place licenses was for the petition site (Thai House), which was
12 transferred to Chiang Mai in 2001. Approving this conditional use for a
13 restaurant/eating place use and license would add the fifth such use and license in this
14 area.
15

16 The gross leasable space of the first floor is 1,838 square feet (SF), with a 907.5 SF
17 dining area, and a 1,220 SF second floor which houses the office and storage. The
18 restaurant provides 9 fixed seats and 3 non-fixed seats. The restaurant will operate
19 year-round. The hours of operation are 11 AM to 10 PM, Monday through Sunday,
20 with alcoholic beverages available from 11:00 AM to 10:00 PM. However, the
21 restaurant may choose to operate with hours of operation as permitted by law. The
22 petitioner estimates that 10 percent of the total sales will be from alcohol. All servers
23 having direct contact with alcohol will be trained in a program similar to the
24 "Techniques in Alcohol Management" (T.A.M.) program.
25

26 There appear to be no churches or schools within 200 feet of the restaurant.

1 The Anchorage Police Department reported no liquor related or other incidents
2 occurring at this address within the last two years. Treasury found no outstanding taxes
3 adhering to this application.

4
5 This conditional use for a restaurant/eating place license in the B-3 District generally
6 meets the applicable provisions of AMC Titles 10 and 21.

7
8
9 Prepared by: Jerry T. Weaver Jr., Zoning Administrator, Planning Department

10 Concur: Tom Nelson, Director, Planning Department

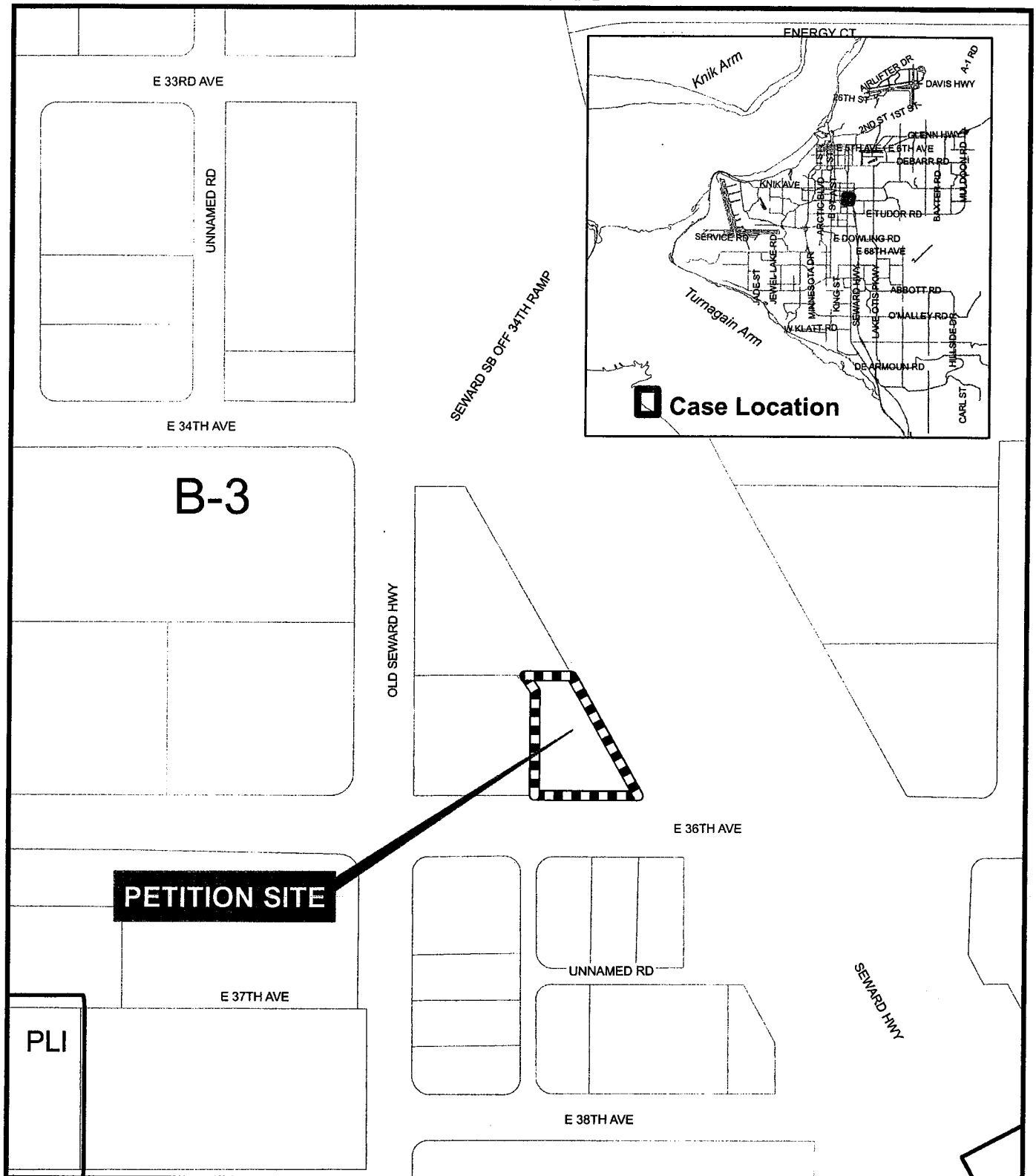
11 Concur: Mary Jane Michael, Executive Director, Office of Economic &
12 Community Development

13 Concur: Denis C. LeBlanc, Municipal Manager

14 Respectfully submitted: Mark Begich, Mayor

CONDITIONAL USE-ALCOHOL

2006-049



**Municipality of Anchorage
Planning Department**

Date: March 6, 2006

Flood Limits

 100 Year 500 Year

 Floodway

0120 40

 Feet

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

DATE: May 2, 2006

CASE NO.: 2006-049

APPLICANT: NIRO Restaurants, Inc. dba Nino's Italian Eatery

REPRESENTATIVE: Ennio Recine

REQUEST: A Conditional Use for an Alcoholic Beverages
Conditional Use in the B-3 (General Business) District
for a Restaurant/Eating Place Use per AMC 21.40.180
D.8. for a new license for Nino's Italian Eatery.

LOCATION: Southridge Subdivision, Block 4, Lot 1

STREET ADDRESS: 831 E. 36th Avenue

**COMMUNITY
COUNCIL:** Midtown

TAX PARCEL: 003-232-18/ Grid SW 1632

ATTACHMENTS

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

RECOMMENDATION SUMMARY:

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

SITE:

Acres: 16,126 SF

Vegetation: Minimal commercial landscaping

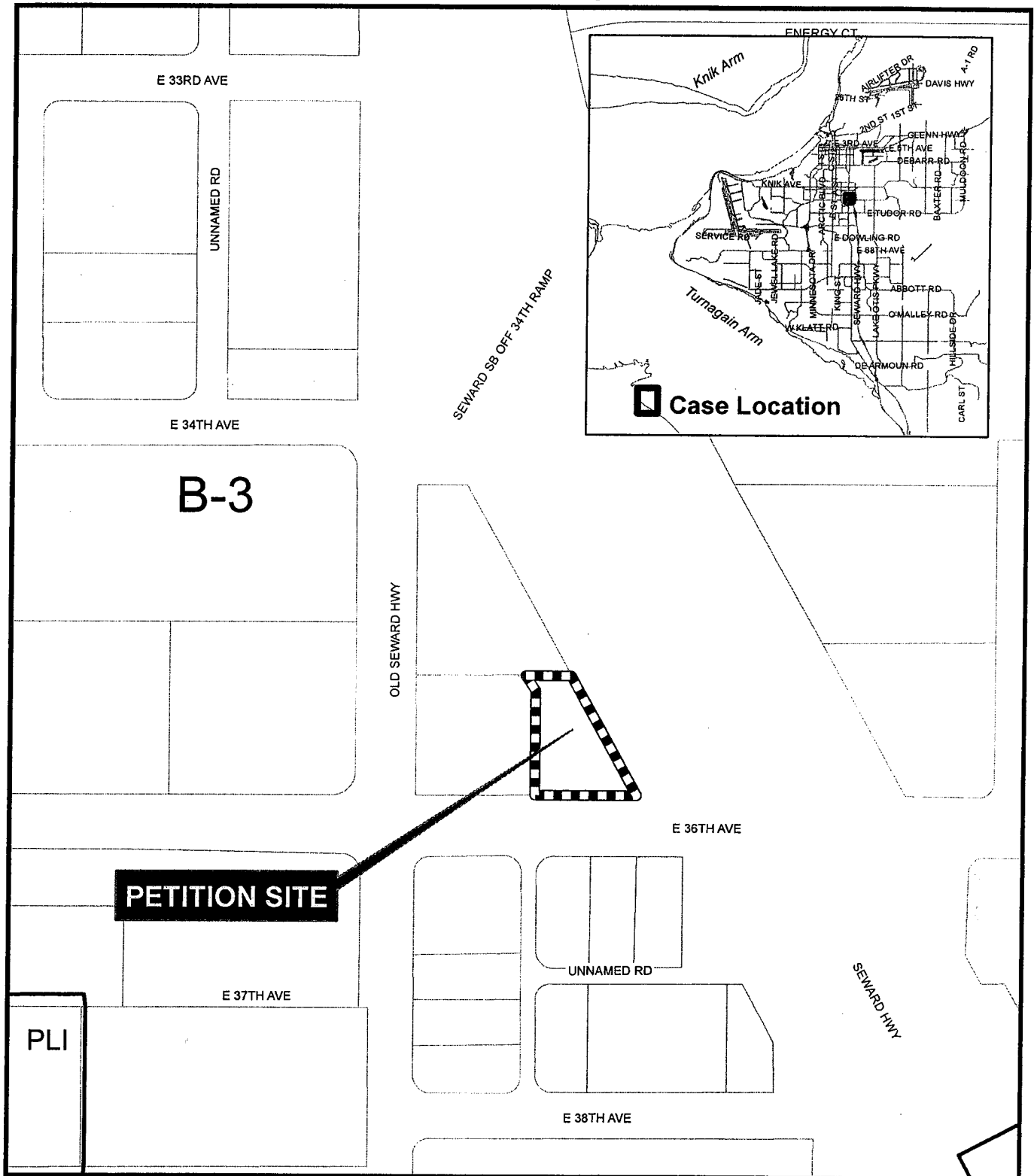
Zoning: B-3 (General Business)

Topography: Relatively level

Existing Use: Restaurant structure

Soils: Public Sewer & Water

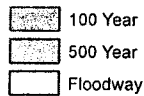
CONDITIONAL USE-ALCOHOL 2006-049



Municipality of Anchorage
Planning Department

Date: March 6, 2006

Flood Limits



012040
Feet



COMPREHENSIVE PLAN

Classification: Major employment Center, Redevelopment/Mixed-Use Area
in the *Anchorage 2020 Anchorage Bowl Comprehensive Plan*
Commercial in the *1982 Anchorage Bowl Comprehensive Plan*
Density: N/A

SURROUNDING AREA

	NORTH	EAST	SOUTH	WEST
Zoning:	B-3	B-3	B-3	B-3
Land Use:	Restaurants/ New Seward Highway	New Seward Highway, Office	Retail/Auto Service Garages	Bank/ Commercial/ Hotel

SITE DESCRIPTION AND PROPOSAL:

The petition site is developed with an existing restaurant, which has not been operated as a restaurant building for over a year. There was previously a conditional use for a restaurant/eating place license and use on this site, but that conditional use has expired. The site is zoned B-3 (General Business), and had been approved through Building Safety regarding parking, landscaping, etc. for the existing structure.

This is a conditional use for a new restaurant/eating place use/license for a restaurant, in accordance with 21.40.180D.8. Nino's Italian Eatery will provide casual Italian dining, and will operate year-round. The hours of operation for the restaurant are 11 AM to 10 PM, daily.

The gross leasable space of the first floor is 1,838 square feet (SF), with a 907.5 SF dining area, and 1,220 SF upstairs which houses the office and storage. The restaurant will have nine fixed seats and three non-fixed seats. There appears to be sufficient parking for the restaurant, and will be further evaluated with the building permit. Access to the site is from 36th Avenue.

The sale of alcoholic beverages represent 10% compared to 90% food sales. Entertainment will not be provided, with the exception of recorded music. All managers and servers will be trained in accordance with the Alcoholic Beverage Control Board's Liquor Server Awareness Training Program. Non-alcoholic beverages will be available, notices of penalties for driving intoxicated will be posted, and patrons will have access and assistance to public transportation. There is no entertainment defined as "indecent material" or "adult entertainment," no happy hours, games or contests that include consumption of alcoholic beverages, and no solicitation or encouragement of alcoholic beverage consumption. Sales to persons who are inebriated or underage are prohibited.

The application states that a manager or owner will be on the premises during all business hours, and the outside area shall be well lit and regularly inspected.

PUBLIC COMMENTS:

Thirty seven (37) public hearing notices (PHNs) were mailed. At the time this report was written, no PHN's were returned. No written comment has been received from the Midtown Community Council.

FINDINGS

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

The site is located on the northwest corner of East 36th Avenue and New Seward Highway. The re-use of this existing restaurant building is in keeping with a commercial policy that encourages efficient reuse or infilling of commercial land. The site is located in an area identified on the *Anchorage 2020 Anchorage Bowl Comprehensive Plan* Land Use Policy Map as a Major Employment Center, Mixed-Use/Redevelopment Area, and a Transit-Supportive Development Corridor. The site is classified as commercial in the 1982 Anchorage Bowl Comprehensive Plan. The use of a restaurant in this location is in compliance with these categories. Several goals of the Anchorage 2020 Plan do address related issues such as recreational and economic opportunities.

Anchorage 2020 contains a generalized community vision which was compiled using community survey results along with feedback from Community Councils. Out of this vision came the community interest in developing "a thriving, sustainable, broad-based economy supported by an efficient urban infrastructure (p. 37). Additionally, one of the Plans's stated economic development goals are "Business Support and Development: a quality of life and a financial climate that encourages businesses to start up, expand or relocate in Anchorage (p. 41).

The application states that this use will provide employment as well as dining for area employees. The restaurant is also located on a designated transit corridor and will provide southbound commuters a place to dine along their commute, which is within the intent of the *Plan*. The retention of the restaurant will help attain the *Plan's* goal.

Anchorage 2020 does not specifically address the sale of alcoholic beverages in the community. A strategy of Anchorage 2020, however, calls for the

development of locational standards and criteria for retail sales/service of alcoholic beverages. To date, this has not been done.

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

- Use: The B-3 District zoning regulations allow alcoholic beverage sales through the conditional use permit process: AMC 21.40.180D.8., Restaurants, tearooms, cafes and other places serving food involving the retail sale, dispensing or service of alcoholic beverages in accordance with Section 21.50.160.
- Parking: AMC 21.45.080 K. states that one parking space is required for every three seats, and if fixed seating is not provided, this ratio shall be based on maximum capacity under the provisions of the Uniform Building Code (note that the International Building Code has since been adopted). Land Use Enforcement requested submittal of an as-built to verify compliance, but that will occur during permitting. This was a previously permitted restaurant. The facility has nine fixed seats and three non-fixed seats. The site plan shows 16 parking spaces. If the ratio were to be based on 12 seats, four parking spaces would be required. Even based on occupancy, it appears that there are sufficient parking spaces.
- Refuse containers located within or on the same pavement as the parking area shall be screened by a wall, fence or landscaping (AMC 21.45.080.W.4.f). The site plan does not show refuse containers.
- Loading facilities/offstreet will be required (AMC 21.45.090). The site plan shows a small loading area on the north side of the building.
- Landscaping: Land Use Enforcement requested submittal of a landscape plan to verify compliance, but that will occur during permitting. This was a previously permitted as a restaurant. Although there is little to no apparent landscaping on the site, it has been in existence as currently built since 1970, and was platted in 1969, and is likely to have nonconforming rights. However, these rights have not been established in writing.

It appears that all requirements have been met for the petition site, with the exception of verifying nonconforming rights. Through the building permitting process, these requirements will again be reviewed for parking, loading, landscaping and refuse screening. However, there is an outstanding land use case open, 2006-00760, for a rotating sign. The abatement of the violation will have to occur prior to this conditional use

becoming valid (jAMC21.25.020 prevents issuance of any entitlement until this violation is cured.

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

This standard is met.

See discussion under item A above for conformance to the comprehensive plan. The subject property is within an established commercial/office area. In and around this location, there are numerous office buildings, hotels, commercial businesses and other non-residential uses. Because of its location it is readily available to the traveling public and is on an established transit route.

The proposal is for reuse of an existing restaurant building. The general area is developed with restaurants and the New Seward Highway to the north, the Highway and offices to the east, retail and auto service garages to the south, and a bank, hotel and commercial uses to the west. There appear to be no churches and/or schools within 200 feet of the subject site. The nearest day care facility appears to be in the BP building, which is well over 1,000 feet away, to the northeast across the New Seward Highway.

AMC 21.50.160.B asks that a list of all alcohol licenses located within a minimum of 1,000 feet of the proposed conditional use be provided. There are two beverage dispensary licenses (one of which is a duplicate license), one beverage dispensary – tourism license, one club license, and five restaurant/eating place licenses within 1,000-feet of the proposed restaurant. However, one of these five restaurant/eating place licenses was for the petition site (Thai House), which was transferred to Chiang Mai in 2001. Approving this conditional use for a restaurant/eating place use and license would add the fifth such use and license in this area.

Name	Address	License Number	Type of License
The Moment	3230 Seward Highway	430	Beverage Dispensary
Top of The Moment	3230 Seward Highway	431	Beverage Dispensary – Duplicate
The Lion's Den	1000 E. 36 th Avenue	658	Beverage Dispensary – Tourism

AMVETS Post #2	855 E. 38 th Avenue	2943	Club
Peter's Sushi Spot	337 Fairbanks Street	1866	Restaurant/Eating Place
Thai House * (No longer valid – moved off site to Chiang Mai)	830 E. 36 th Avenue	3057	Restaurant/Eating Place
Uncle Joe's Pizzeria	3401 E. Tudor Road	4293	Restaurant/Eating Place
Yamatoya Restaurant	3700 Old Seward Highway	1617	Restaurant/Eating Place
Yen King	3501 Old Seward Highway	2930	Restaurant/Eating Place

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

1. Pedestrian and vehicular traffic circulation and safety.

The Anchorage Trails Plan shows a planned multi-use paved trail along Chester Creek, which runs through the properties to the west of the petition site, and a planned water trail on Chester Creek. 2004 aerial imagery shows a sidewalk located on the east side of A Street adjacent to the petition site.

Transit had no comment on this request. There is public transit available adjacent to the site on 36th Avenue, and pedestrians may cross directly over to the south side of 36th Avenue at the signalized intersection adjacent to the petition site. There are public sidewalks leading to the petition site.

MOA Traffic and the State Department of Transportation and Public Facilities had no comment on this request. The building permit process will address vehicular and pedestrian traffic circulation and safety.

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

This standard is met.

Electrical, water and sewer, natural gas are available to the site. AWWU commented that although they have no objection to the

conditional use request, they have found that the existing sanitary sewer connection is not located or constructed to standards. AWWU requests that the petitioner coordinate with AWWU Engineering Planning to bring the existing sanitary sewer connection into compliance. Road infrastructure and public transit is already in place. The petition site is within ARDSA, Police and Fire service areas. The Police and Fire Department had no comments on this request.

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

This standard is met.

As a land use, a restaurant/eating place conditional use and license will not cause or contribute to any environmental pollution. The public parking lot is paved, which aids in controlling air pollution.

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

This standard is met.

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

Standards Chapter 10.50 Alcoholic Beverages

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

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

See table and narrative on pages 5 and 6 for other alcohol licenses within 1,000 feet of this application.

The approval of a conditional use for a restaurant with a restaurant/eating place license will not adversely impact the immediate area or surrounding uses. There appears to be no schools or churches within 200-feet of the petition site. Within 1000-feet, there are two beverage dispensary licenses

(one of which is a duplicate license), one beverage dispensary – tourism license, one club license, and five restaurant/eating place licenses. However, one of these five restaurant/eating place licenses was for the petition site (Thai House), which was transferred to Chiang Mai in 2001. Approving this conditional use for a restaurant/eating place use and license would add the fifth such use and license in this area.

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

This standard is met.

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

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

This standard is not applicable.

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

Because the proposed restaurant has yet to be opened for business, and as the site has not been used as a restaurant for over a year, there are no alcohol related violations to the subject property. The Anchorage Police Department reported no other previous incidents to the subject property within the two prior years.

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

This standard is met.

There are no delinquent Personal Property Taxes, Real Property Taxes or Special Tax Assessments owing at this time according to the Treasury Division.

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

At the time this report was prepared there were no comments received from the Department of Health and Human Services.

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

This form was not requested of this applicant.

RECOMMENDATION:

This application for a final conditional use for restaurant/eating place use and license in the B-3 District per AMC 21.40.180 D.8. appears to meet or can meet the required standards of AMC Title 10 and Title 21 through the building permit process, and State Statute 04.11.100.

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

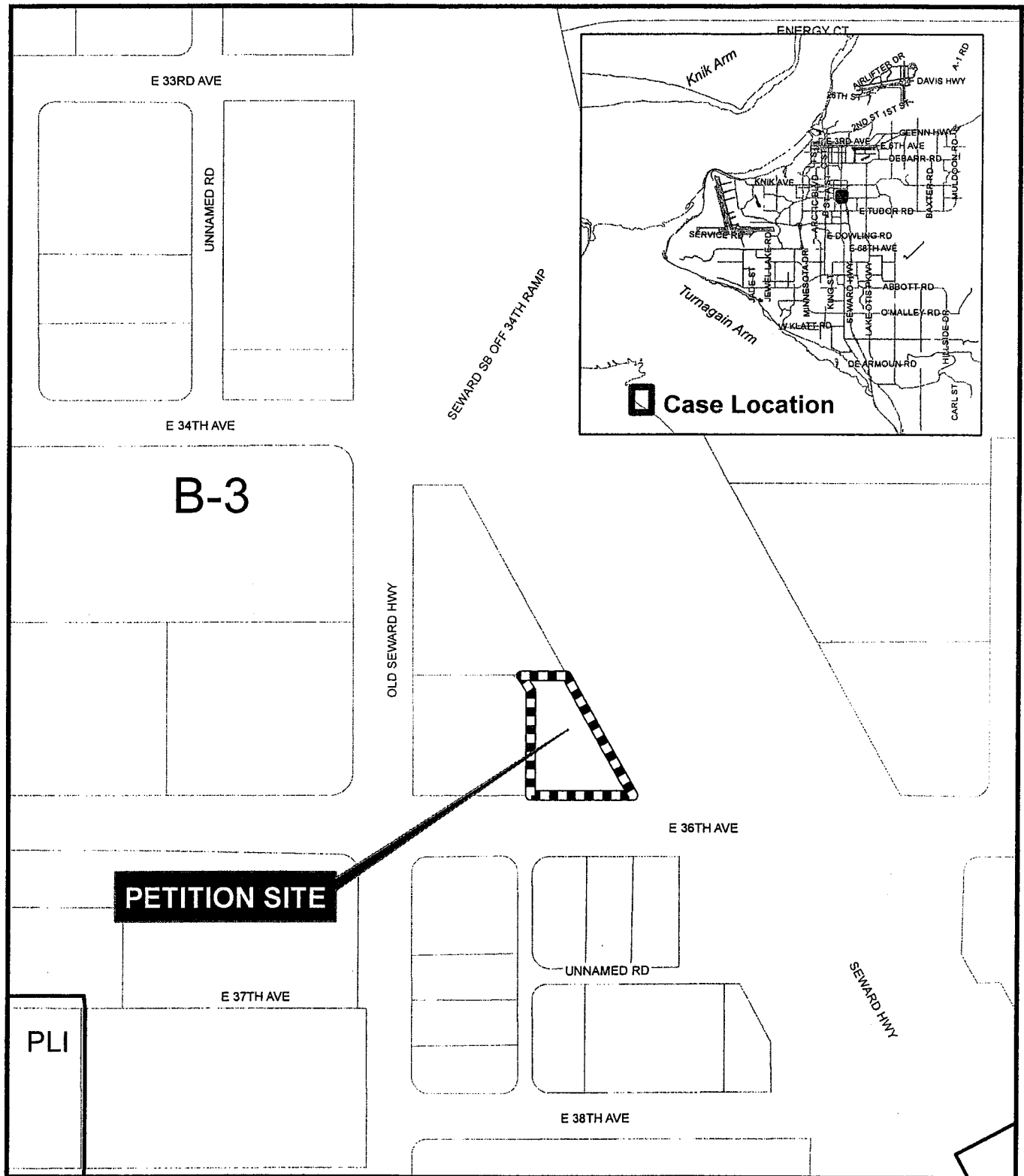
1. A notice of Zoning Action shall be filed with the State District Recorder's Office within 120 days of the Assembly's approval of the final conditional use approval for a restaurant/eating place use in the B-3 District.
2. All uses shall conform to the plans and narrative submitted with this conditional use application, including the building plans except as modified by this approval.
3. This conditional use approval is for an Alcoholic Beverages Conditional Use in the B-3 District for a Restaurant/Eating Place Use per AMC 21.40.180D.8. for an approximately 907 square foot dining area, located on Southridge Subdivision, Block 4, Lot 1. Plans indicate nine fixed seats and three non-fixed seats.
4. On-premise sale of alcohol beverages are from 11:00 AM to 10:00 PM, daily. Liquor sales represent 10% compared to 90% food sales.

5. Upon demand, the applicant shall demonstrate compliance with a liquor "Server Awareness Training Program" approved by the State of Alaska Alcoholic Beverage Control Board, such as or similar to the program for Techniques in Alcohol Management (T.A.M.).
6. The use of the property by any person for the permitted purposes shall comply with all current and future federal, state and local laws and regulations, including but not limited to, laws and regulations pertaining to the sale, dispensing, service and consumption of alcoholic beverages and the storage, preparation, sale, service and consumption of food. The owner of the property, the licensee under the Alcoholic Beverage Control license and their officers, agents and employees shall not knowingly permit or negligently fail to prevent the occurrence of illegal activity on the property.
7. A copy of the conditions imposed by the Assembly in connection with this conditional use approval shall be maintained on the premise at a location visible to the public.
8. Prior to this conditional use becoming effective, resolve land use case 2006-00760, for a rotating sign.

2

HISTORICAL MAPS AND AS-BUILTS

CONDITIONAL USE-ALCOHOL 2006-049



Municipality of Anchorage
Planning Department

Date: March 6, 2006

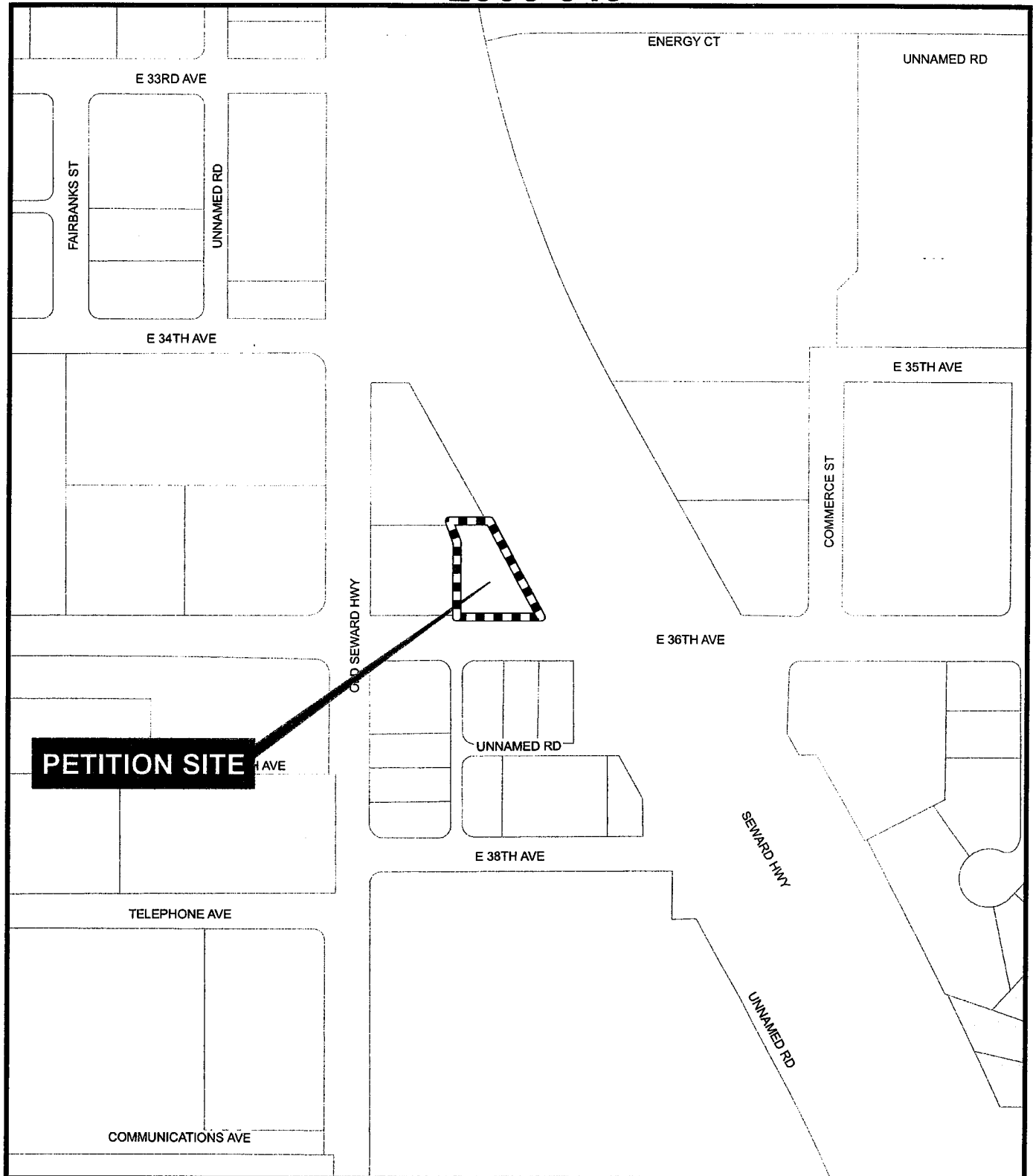
Flood Limits

- 100 Year
- 500 Year
- Floodway

01Q040
Feet






CONDITIONAL USE-ALCOHOL 2006-049



Municipality of Anchorage
Planning Department

Date: March 6, 2006

-  Single Family
-  Multi-Family
-  Mobile Home Park

0 20 40 80
Feet



2006-049



Municipality of Anchorage
Planning Department

Date: March 9, 2006



0820
Feet

3

DEPARTMENTAL

COMMENTS

**Municipality of Anchorage
MEMORANDUM**

RECEIVED

APR 10 2006

Municipality of Anchorage
Planning Division

DATE: March 28, 2006
TO: Jerry Weaver, Manager, Zoning and Platting Division
FROM: Brian Dean, Code Enforcement Manager
SUBJECT: Land Use Enforcement Review Comments, Assembly case for the meeting of May 2, 2006.

Case #: 2006-049
Type: Conditional Use Permit for Serving Alcohol
Subdivision: Southridge Block 4 Lot 1
Grid: SW 1632
Tax ID #: 003-232-18
Zoning: B-3

Platting: 69-130, filed September 10, 1969

Lot area and width: AMC 21.40.180.F: "Minimum lot requirements are as follows: ...

2. All other uses, including residential uses associated with other uses:
 - a. Width: 50 feet.
 - b. Area: 6,000 square feet."

Minimum lot dimensions: The depth of a lot shall be at least 100 feet. The width of a corner lot shall be at least 50 feet. The width of a lot shall be at least one-third the depth of the lot.

OS&HP setbacks: New Seward Highway is a class V freeway. AMC 21.45.140 requires a 75 foot from centerline development setback in addition to the zoning district setback. The plat shows adequate dedication.

36th Avenue is a class II minor arterial. AMC 21.45.140 requires a 40 foot from centerline development setback in addition to the zoning district setback. The plat shows 40 feet from centerline dedication.

Yard requirements: AMC 21.40.180.G: "Minimum yard requirements are as follows: ...

2. All other uses:
 - a. Front yard: Ten feet.
 - b. Side yard: ... none, provided that all buildings on the lot shall have a wall on the lot line or shall be set back from the lot line at least ten feet."

AMC 21.45.120.B requires that “in the case of corner lots, a front yard of the required depth shall be provided in accordance with the prevailing yard pattern and a second front yard of half the depth required generally for front yards in the district shall be provided on the other frontage.”

AMC 21.35.020.B provides that “in the case of double-frontage and corner lots, there will be no rear yards, but only front and side yards.”

Submit an as-built survey to Land Use Enforcement to verify compliance with yard setbacks.

Lot coverage: AMC 21.40.180.H: “Maximum lot coverage is as follows: ...
2. All other uses: Unrestricted.”

Building height: AMC 21.40.180.I: “Maximum height of structures is unrestricted, except that no structure shall exceed the standards of section 21.65.050.”

Clear vision area: A clear vision area, as defined in AMC 21.45.020.A, applies to this property.

Legal nonconformities: None have been established with Land Use Enforcement.

Enforcement actions: Land use case 2006-00760, for a rotating sign, is currently open. AMC 21.25.020, invalid land use entitlements, prevents issuance of any entitlement until this violation is cured. Verify abatement of the violation with Officer Wyatt of Land Use Enforcement.

Use determination: Property tax records indicate a 2,607 square foot restaurant built in 1970.

Off-street parking: AMC 21.45.080.K: “Restaurant, bars, lounges and nightclubs. One parking is required space for every three seats. Parking space requirements for such facilities without fixed seating shall be based on maximum capacity under the provisions of the Uniform Building Code.”

AMC 21.45.080.W.7: “The off-street parking area, including all points of ingress and egress, shall be constructed in accordance with the following standards:

a. A parking area related to any use within an urban or suburban use district, as defined in section 21.85.020, shall be paved with a concrete or asphalt compound to standards prescribed by the traffic engineer.”

The number of required off-street parking spaces cannot be determined from the materials submitted. Submit parking calculations to Land Use Enforcement to verify compliance with AMC 21.45.080, or establish nonconforming rights with Land Use Enforcement.

Landscaping requirements: AMC 21.40.180.N: “Landscaping.
1. ...

2. Perimeter landscaping. Except adjacent to collector or arterial streets, visual enhancement landscaping shall be planted along the perimeter of all outdoor areas used for vehicle circulation, parking, storage or display.
3. Arterial landscaping. Arterial landscaping shall be planted along all collector or arterial streets.
4. Visual enhancement landscaping. All areas not devoted to buildings, structures, drives, walks, off-street parking facilities or other authorized installations shall be planted with visual enhancement landscaping.
5. Maintenance. All landscaping shall be maintained by the property owner or his designee."

AMC 21.45.080.W.4.f requires refuse containers located within or on the same pavement as the parking area to be screened by a wall, fence or landscaping constructed in accordance with criteria established by the refuse collection agency.

AMC 21.45.080.W.10: "Landscaping for parking lots with 15 or more spaces.

- a. Visual enhancement landscaping shall be planted on the perimeter of the parking area adjoining a lot line or a screening structure shall be placed on the perimeter of the parking area adjoining a lot line and an area equal to at least five percent of the surface of the parking area including appurtenant driveways shall be devoted to visual enhancement landscaping
- b. The parking area shall be separated from any building on the same lot by a sidewalk or landscaped area, or both, at least four feet wide."

Provide a landscaping plan to Land Use Enforcement showing details of refuse screening and the location and type of plant materials used to satisfy the landscaping requirements of AMC 21.40.180.N and 21.45.080, or establish nonconforming rights with Land Use Enforcement.

Access: Public streets about the property, meeting the requirements of AMC 21.45.040.

Wetlands: Map 31 shows the property as uplands.

Seismic hazard: The property is not within an area of high ground failure susceptibility.

Recommendations: If approval of this case is granted, Land Use Enforcement recommends the following:

1. Submit an as-built survey to Land Use Enforcement to verify compliance with yard setbacks.
2. Land use case 2006-00760, for a rotating sign, is currently open. AMC 21.25.020, invalid land use entitlements, prevents issuance of any entitlement until this violation is cured. Verify abatement of the violation with Officer Wyatt of Land Use Enforcement.
3. The number of required off-street parking spaces cannot be determined from the materials submitted. Submit parking calculations to Land Use Enforcement to verify compliance with AMC 21.45.080, or establish nonconforming rights with Land Use Enforcement.
4. Provide a landscaping plan to Land Use Enforcement showing details of refuse screening and the location and type of plant materials used to satisfy the landscaping requirements of AMC 21.40.180.N and 21.45.080, or establish nonconforming rights with Land Use Enforcement.

(Reviewer: Don Dolenc)

STATE OF ALASKA

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

CENTRAL REGION - PLANNING

FRANK H. MURKOWSKI, GOVERNOR

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

March 15, 2006

RE: Zoning Case Review

RECEIVED

APR 03 2006

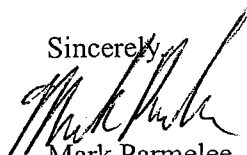
Jerry Weaver, Platting Officer
Planning and Development
Municipality of Anchorage
P.O. Box 196650
Anchorage, Alaska 99519-6650

Dear Mr. Weaver:

In reviewing these conditional use applications and the Design Study Report, the Alaska Department of Transportation and Public Facilities has no comment:

- 2006-047, Turnagain Park #2, Lot 1, Block 2, Robert J. Waites
- 2006-049, Southridge Subdivision, Lot 1, Block 4, Niro Restaurants, Inc.
- 2006-050, West 76th Avenue Reconstruction, Municipality of Anchorage

Sincerely,


Mark Parmelee
Area Planner

/lm



MUNICIPALITY OF ANCHORAGE

Development Services Department
Right of Way Division



MEMORANDUM

DATE: March 30, 2006
TO: Planning Department, Zoning and Platting Division
THRU: Jack L. Frost, Jr., Right of Way Supervisor *L*
FROM: Lynn McGee, Senior Plan Reviewer *L*
SUBJ: Request for Comments on Assembly case(s) for the Meeting of May 2, 2006.

RECEIVED
APR 03 2006
Municipality of Anchorage
2006-047

Right of Way has reviewed the following case(s) due April 4, 2006.

06-047 Turnagain Park #2, Block 1, Lot 2, grid 3033
(Conditional Use for Alcohol Production)
Right of Way Division has no comments at this time.
Review time 15 minutes.

06-049 Southridge, Block 4, Lot 1, grid 1632
(Conditional Use for Alcohol Service)
Right of Way Division has no comments at this time.
Review time 15 minutes.

MUNICIPALITY OF ANCHORAGE
Anchorage Water & Wastewater Utility

M E M O R A N D U M

RECEIVED

APR 04 2006

Municipality of Anchorage
Zoning Division

DATE: April 3, 2006

TO: Jerry Weaver, Zoning Division Administrator, Planning Department

FROM: Sandy Notestine, Engineering Technician, AWWU

SUBJECT: **Zoning Case 2006-049**
Planning & Zoning Commission Hearing May 2, 2006
AGENCY COMMENTS DUE April 4, 2006

AWWU has reviewed the case material and has the following comments.

2006-049

Concept/Final approval for conditional use to permit a restaurant serving alcohol
(Zone B-3) Southridge, Block 4, Lot 1 (Grid SW1632)

1. AWWU has no objection to the concept/final approval of the conditionally use permit (a restaurant serving alcohol).
2. AWWU has found that the existing sanitary sewer connection is not located or constructed to standards. AWWU request that the petitioner coordinate with AWWU Engineering Planning to bring the existing sanitary sewer connection into compliance.

If you have questions pertinent to public water and sanitary sewer service, you may call me at 564-2757 or the AWWU Planning Section at 564-2739, or email sandy.notestine@awwu.biz.

MAR 24 2006

POLICE DEPARTMENT CHECK LIST
FOR INVESTIGATION OF LICENSED LIQUOR ESTABLISHMENTS

2006-049

1. Criminal History in Local Police Files? YES NO UNK
{Circle which applies}
2. Incidents occurring within two years prior to the date of the liquor license application.

Type of Incident	Number of Incidents
None	

OLD BUSINESS NAME	OLD LOCATION
Nino's Italian Eatery	831 East 36 th Avenue
BUSINESS NAME	LOCATION
NIRO Restaurants, Inc.	None
NAME OF APPLICANT (S)	CURRENT LICENSEE (S)

- ☒ New Liquor License
- ☒ Restaurant
- ☐ Transfer of Ownership
- ☐ Corporate Stock Transfer Only
- ☐ Transfer of Location

THIS INFORMATION IS PROVIDED FOR EVALUATION BY THE ASSEMBLY IN CONSIDERATION OF APPLICATIONS FOR LICENSING.

03.15.06
DATE

G. Gilman
for CHIEF OF POLICE



Bar File

Activity for: 831 W 36TH AV



Report#	Nature of Call	Report	Officer
---------	-------------------	--------	---------



MUNICIPALITY OF ANCHORAGE
Traffic Department



RECEIVED

MEMORANDUM

MAR 21 2006

DATE: March 17, 2006
TO: Jerry T. Weaver, Platting Supervisor, Planning Department
THRU: Robert Kniefel, P.E., Municipal Traffic Engineer
FROM: Mada Angell, Assistant Traffic Engineer
SUBJECT: Traffic Department and Transportation Planning Comments for the
May 2, 2006 Assembly Hearing

Municipality of Anchorage
2006

06-047 Turnagain Park #2; Conditional Use to permit a winery; Grid 2631

Traffic Department and Transportation Planning have no comment.

06-049 Southridge; Conditional Use for restaurant serving alcohol; Grid 1632

Traffic Department and Transportation Planning have no comment.



Municipality of Anchorage
Office of Planning, Development, & Public Works
Project Management & Engineering Department



PZC Case Comments

RECEIVED

MAR 20 2006

Municipality of Anchorage
2006-049

DATE: 3/20/2006

TO: Eileen Pierce, P&Z

FROM: Anastasia Taylor, PM&E

SUBJECT: Comments for hearing date: **5/2/06**

Case No. 2006-049 Conditional Use Permit – Nino's Restaurant

Project management and engineering has no adverse comment for this case.

March 2006 Fire Site plan review:

1. 2005-152 No Comment

3. 2006-018 No Comment

4. 2006-021 No Comment

5. 2006-031 No Objection

6. 2006-037 No Comment

7. 2006-049 No Objection

8. 2006-052 No Comment

9. 2006-053 No Objection

10. 2006-056 No Objection

11. 2006-057 No Objection

12. 2006-059 No Objection

RECEIVED

MAR 22 2006

Marine Community of Anchorage
2006-04-04

¹No Objection in Principle. 1) Provide Fire department access per IFC 503. 2) Provide detail of the break away barricade for Fire Marshal Approval. 3) Secondary emergency response entrance shall be maintained clear and unobstructed at all times.

Pierce, Eileen A

From: Staff, Alton R.
Sent: Wednesday, March 22, 2006 9:13 AM
To: Pierce, Eileen A
Cc: Long, Patty R.
Subject: FW: Zoning and Plat Comments

RECEIVED

MAR 22 2006

Municipality of Anchorage
Zoning Division

Sorry, I miss-sent comments.

Alton Staff, Operations Supervisor
Public Transportation Department
People Mover
907-343-8230
Right Fax 907-249-7492

From: Staff, Alton R.
Sent: Wednesday, March 22, 2006 9:10 AM
To: Stewart, Gloria I.; Long, Patty R.
Cc: Taylor, Gary A.
Subject: Zoning and Plat Comments

S11470-1 People Mover has an existing bus stop with a shelter adjacent to the plat on the west side of Ivy at Hollywood.

The Public Transportation Department has no comment on the following plats:

S11469-1
S11471-1
S11472-1
S11473-1
S11474-1
S11440-1
S11479-1
S11480-1

2006-047 Pedestrians will be accessing this new development from bus stops on 36th Avenue at Eureka Street and also on A/C Street at 40th Avenue.

The Public Transportation Department has no comment on the following zoning cases:

2005-152
2006-047
2006-049
2006-054

Thank you for the opportunity to review.

Alton Staff, Operations Supervisor
Public Transportation Department
People Mover
907-343-8230
Right Fax 907-249-7492

Municipality of Anchorage
Treasury Division
Memorandum

RECEIVED

MAR 16 2006

Municipality of Anchorage
Treasury Division

Date: March 15, 2006
To: Rich Cartier, Planning Dept.
From: Scott S Lee, Revenue Officer SSL.
Subject: Liquor License Conditional Use Comments

Liquor License Conditional Use Application Case # 2006-049 for Niro Restaurant Inc. located at 831 E. 36th Ave. Anchorage AK 99503 I can find no reason not to approve this application.

RECEIVED

MAR 10 2006

Municipality of Anchorage
Zoning Division



FLOOD HAZARD REVIEW SHEET for PLATS

Date: 03-10-06

Case: 2006-049

Flood Hazard Zone: C

Map Number: 0241

☐ Portions of this lot are located in the floodplain as determined by the Federal Emergency Management Agency.

☐ AMC 21.15.020 requires that the following note be placed on the plat:

"Portions of this subdivision are situated within the flood hazard district as it exists on the date hereof. The boundaries of the flood hazard district may be altered from time to time in accordance with the provisions of Section 21.60.020 (Anchorage Municipal Code). All construction activities and any land use within the flood hazard district shall conform to the requirements of Chapter 21.60 (Anchorage Municipal Code)."

☐ A Flood Hazard permit is required for any construction in the floodplain.

☒ I have no comments on this case.

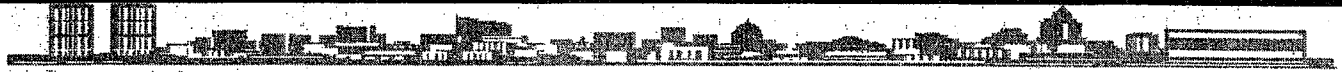
Reviewer: Jack Puff

4

APPLICATION

Application for Conditional Use Retail Sale Alcoholic Beverages

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



Please fill in the information asked for below.

PETITIONER*	PETITIONER REPRESENTATIVE (IF ANY)
Name (last name first) NIRO Restaurants, Inc.	Name (last name first) Schmidt, Robert H.
Mailing Address 831 E. 36th Avenue	Mailing Address 3201 C Street, Suite 400
Anchorage, AK 99503	Anchorage, AK 99503-3967
Contact Phone: Day: 336-6466 Night: 336-6466	Contact Phone: Day: 562-6474 Night:
FAX: 336-6467	FAX: 562-6044
E-mail:	E-mail: schmidtr@groheggers.com


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

PROPERTY INFORMATION		
Property Tax # (000-000-00-000):	003-232-18-000	
Site Street Address:	831 E. 36th Avenue	
Property Owner (if not the Petitioner):	NIRO Properties, LLC	
Current legal description: (use additional sheet in necessary) Lot 1, Block 4 Southridge Subdivision, according to the official plat thereof, filed under Plat Number 69-130, Records of the Anchorage Recording District, Third Judicial District, State of Alaska		
Zoning: B-3	Acreage: 16,126 sq ft.	Grid # SW1632

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

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

3-7-06
Date

 ENNIO RECINE
President NIRO RESTAURANTS INC.
Signature (Agents must provide written proof of authorization)

Accepted by 	Poster & Affidavit 1-YES	Fee \$1,544.50	Case Number 2006-049-31
--	-----------------------------	-------------------	----------------------------

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

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

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

Eagle River-Chugiak-Peters Creek Land Use Classification:

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

Girdwood- Turnagain Arm

☐ Commercial ☐ Industrial ☐ Parks/opens space ☐ Public Land Institutions☐ Marginal land ☐ Alpine/Slope Affected ☐ Special Study☐ Residential at dwelling units per acre**ENVIRONMENTAL INFORMATION** (All or portion site affected)Wetland Classification: ☒ None ☐ "C" ☐ "B" ☐ "A"Avalanche Zone: ☒ None ☐ Blue Zone ☐ Red ZoneFloodplain: ☒ None ☐ 100 year ☐ 500 yearSeismic Zone (Harding/Lawson): ☐ "1" ☐ "2" ☒ "3" ☐ "4" ☐ "5"**RECENT REGULATORY INFORMATION** (Events that have occurred in last 5 years for all or portion site)☐ Rezoning - Case Number:☐ Preliminary Plat ☐ Final Plat - Case Number(s):☐ Conditional Use - Case Number(s): License transfer by previous owner, approved 11/18/03, ^{see} attached☐ Zoning variance - Case Number(s):☐ Land Use Enforcement Action for☐ Building or Land Use Permit for☐ Wetland permit: ☐ Army Corp of Engineers ☐ Municipality of Anchorage**DOCUMENTATION**

Required: ☒ Site plan to scale depicting: building footprints; parking areas; vehicle and pedestrian circulation; lighting; landscaping; signage; and licensed premises location.

☒ Building plans to scale depicting: floor plans indicating the location of sales and service areas; building elevations (photographs are acceptable).

☒ Photographs of premises from each street frontage that include and show relationship to adjacent structures and the premises visible street address number.

☒ Narrative: explaining the project; construction, operation schedule, and open for business target date.

☒ Copy of a zoning map showing the proposed location.

☒ Copy of completed Alcoholic Beverage Control Board liquor license application form including all drawings and attachments, if filed with ABC Board.

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

PACKAGE STORES

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

30 % less than \$5.00

30 % \$5.00 to \$10.00

25 % \$10.00 to \$25.00

15 % greater than \$25.00

CONDITIONAL USE STANDARDS

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

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

The restaurant will be located in a designated "Major Employment Center" under the Anchorage 2020 comprehensive plan. It will provide employment as well as dining for area employees. The restaurant is also located on a designated transit corridor and will provide southbound commuters a place to dine along their commute.

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

The proposed conditional use is consistent with the planned and actual area land use and will be beneficial to the local economy. Petitioner will abide by all local and state laws and regulations.

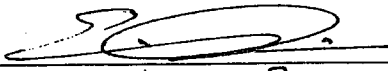
Explain how the proposed conditional use will be compatible with existing and planned land uses in the surrounding neighborhood and with the intent of its use district.

The subject property has long been a restaurant, and the previous restaurant, Thai House, had a liquor license on the property. Further, there are numerous restaurants in the vicinity, some with and some without liquor licenses. These include: Moose's Tooth, Thai House (now located in the old Burger King at University Center), Sunshine Grill, Applebee's, TGI Fridays, Burrito King and Pete's Sushi Spot.

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

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

3-7-06

 MEMBER NINO PROPERTIES LLC
Signature **ENNIO RECINE**

Date

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

FACILITY OPERATIONAL INFORMATION

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

Nino's Italian Eatery

What is the gross leaseable floor space in square feet?

1838 + (1220 upstairs; office & storage)

907.50 dining area

What is the facility occupant capacity?

46

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

9 Booths

7:4 fixed seats & 1:6 seats 1:2 seats

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

3

What will be the normal business hours of operation?

11 am to 10 pm

7 days week - 365 days / yr

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

Noon until 10:00 pm

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

10 % Alcoholic beverage sales

90 % Food sales

Type of entertainment proposed: (Mark all that apply)

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

Do you propose entertainment or environmental conditions in the facility that will meet the definition of "indecent material" or "adult entertainment" as set forth by AMC 8.05.420 Minors-Disseminating indecent material or AMC 10.40.050 Adult oriented establishment? ☐ Yes ☒ No

DISTANCE FROM CHURCHES, DAY CARE, AND SCHOOLS

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

Name

Address

None

none

none

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

1. Pedestrian and vehicular traffic circulation and safety.

The restaurant is located in a designated transit corridor (New Seward Highway), which is capable of handling any additional traffic to the restaurant. The restaurant also has its own parking lot that is well able to accommodate all patrons.

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

The proposed use is not believed to have any significant impact on the availability of public services and facilities.

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

The proposed use is not believed to have any significant impact on noise, air, water, or other forms of pollution.

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

The proposed use is consistent with the numerous other restaurants in the area, and the subject property has long been a restaurant and has previously had a restaurant liquor license.

STANDARDS CHAPTER 10.50 ALCOHOLIC BEVERAGES

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

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

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

Within 1,000 feet of your site are how many active liquor licenses? 11

How would you rate this area's license concentration on a scale of 1 to 5 with 5 = high 3

How many active liquor licenses are within the boundaries of the local community council? Municipal records disclose 76, but some of these may be duplicative or lapsed. For example, the current applicant is listed as already having a conditional use permit. See attached.

In your opinion, is this quantity of licenses a negative impact on the local community? No. The area is a designated Major Employment Center, and most licenses are operated in conjunction with a restaurant. This is compatible with the character of the local neighborhood.

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

How many employees in direct contact with alcohol will be trained in accordance with the Alcoholic Beverage Control Board's Liquor Server Awareness Training Program? 7

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

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

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

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

inside facility: A manager or owner will be on the premises during all business hours. All servers will be trained in serving alcohol.

outside facility: A manager or owner will be on the premises during all business hours. Outside premises shall be well lit and regularly inspected.

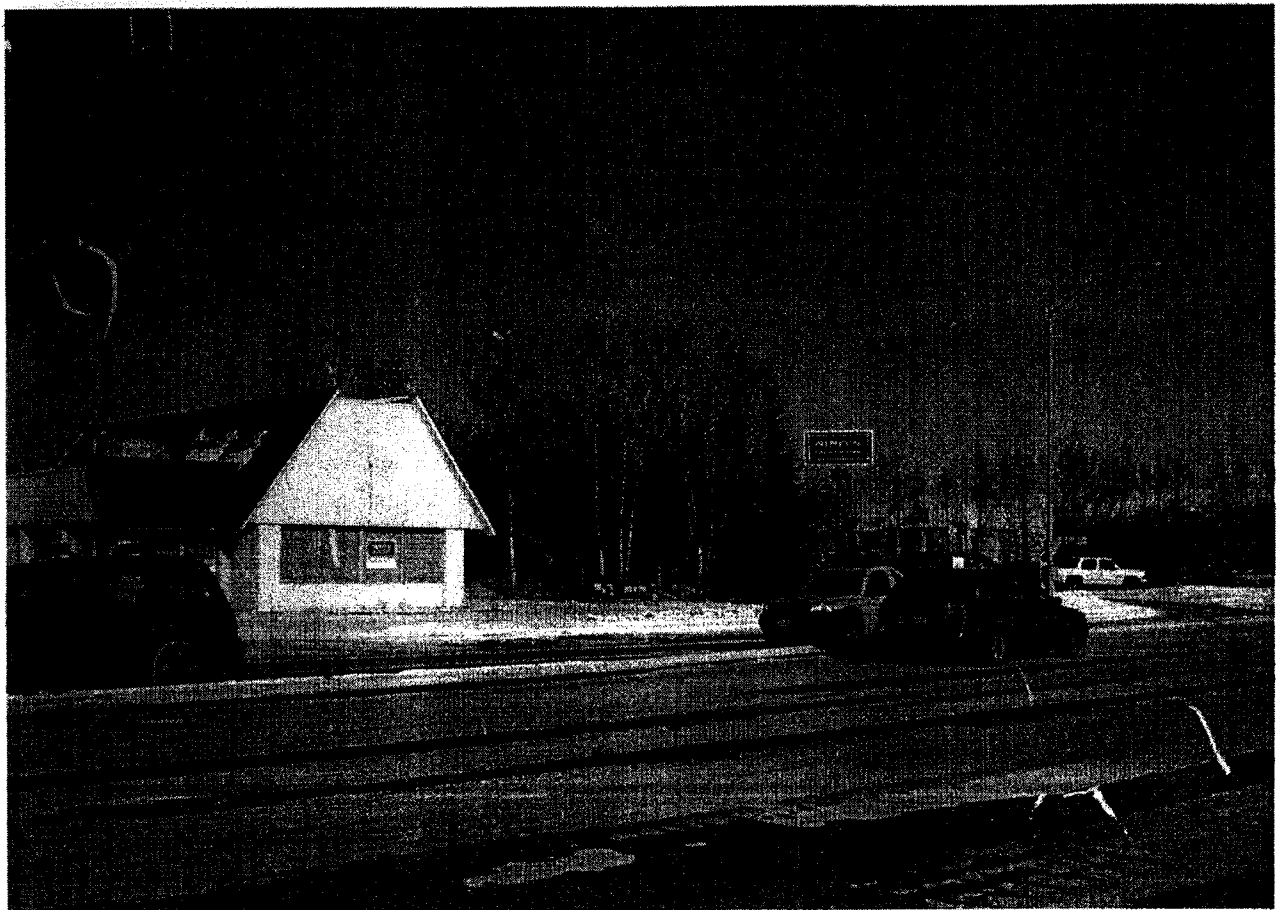
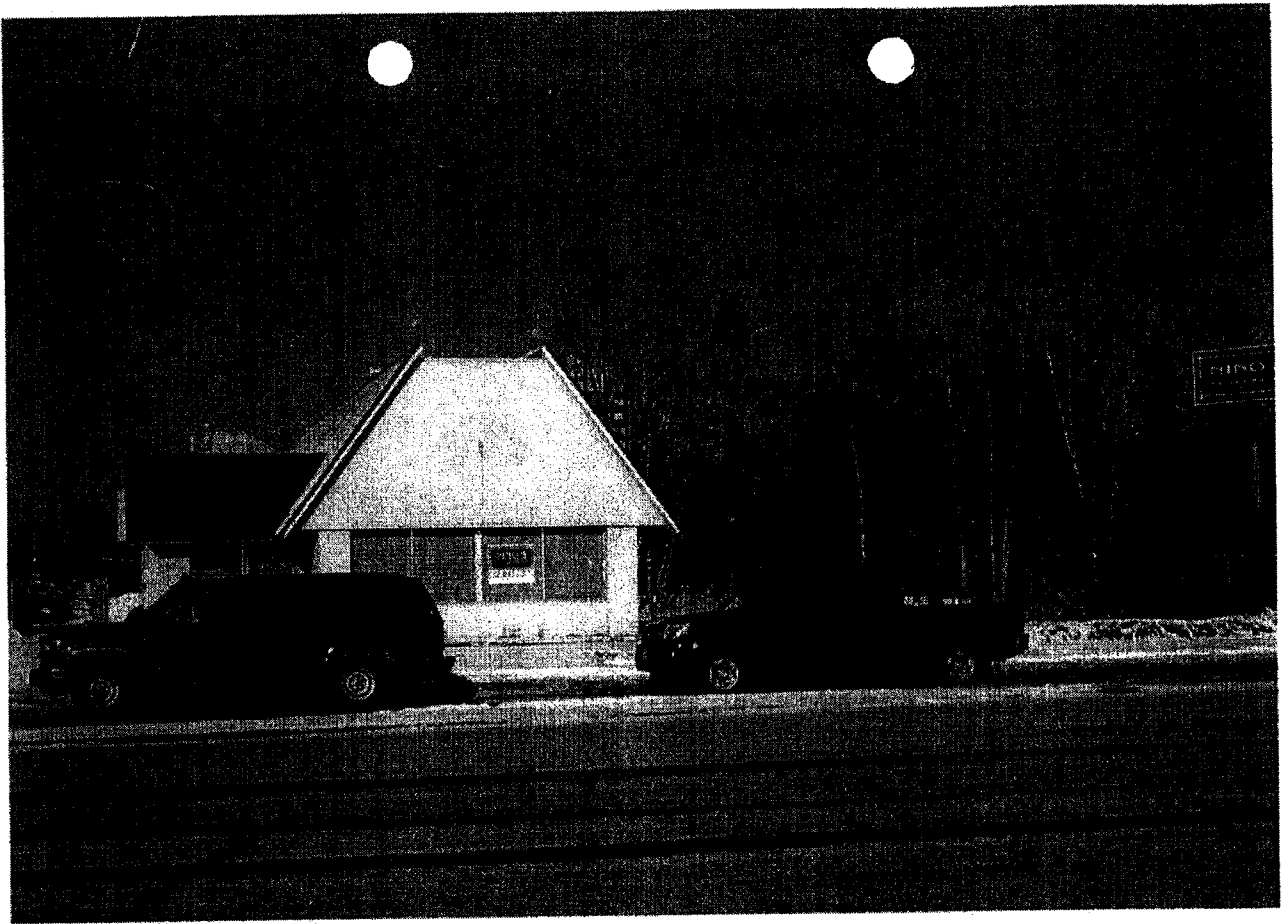
Payment of taxes and debts. When application is made for renewal of a license the assembly shall consider, pursuant to AS 4.11.330, whether the applicant is delinquent in payment of taxes owed to the Municipality. When application is made for transfer of ownership of a license the Assembly shall consider,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

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

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

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

Additional space if needed.



Narrative Description

of

NINO'S ITALIAN EATERY

Developed in support of MOA Conditional Use Permit

Nino's Italian Eatery ("Nino's") will provide casual Italian dining at 831 East 36th Avenue. This location is between the New and Old Seward Highways, immediately adjacent to Northrim Bank, and located near the University Center Mall. As part of its operations, Nino's is seeking State and Municipal approval to sell beer and wine to its patrons during certain business hours.

The building currently occupied by Nino's was formerly Thai House. Thai House moved to a building about one hundred yards distant. While occupied by Thai House the property was subject to a conditional use permit allowing service of beer and wine. Prior to Thai House the property has long been operated as a restaurant. Prior to Nino's leasing it, the subject real property was vacant.

Nino's will be located in an area designated as a "Major Employment Center", a "Transit Supportive Development Corridor", and a "Redevelopment/Mixed Use Area" under the Anchorage 2020 Comprehensive plan. The area consists of a mixture of restaurants, retail shopping, and office space. The nearest housing is on the other side of the New Seward Highway.

Granting Nino's a conditional use permit for the sale of beer and wine will be consistent with the overall area. Nino's will not place any additional burden on traffic or public services, nor will it meaningfully contribute to noise, air, or water pollution.

Nino's will be open from 11:00 a.m. to 10:00 p.m. daily. Nino's proposes to serve beer and wine starting at noon through closing.

Nino's anticipates being open for business on or about April 7, 2006.



State of Alaska
Department of Commerce, Community and Economic Development
Corporations, Business and Professional Licensing
PO Box 110808
Juneau, AK 99811-0808

AK Entity #: 97243
Date Filed: 12/02/2005 08:00 AM
State of Alaska
Department of Commerce

**Limited Liability Company
Biennial Report**

For the period ending December 31, 1999

Alaska Entity # 97243

Entity Mailing Address

NIRO Properties, LLC	12800 Cumberland Anchorage, AK 99516
----------------------	---

Name and Address of Registered Agent:

Physical Address of Agent if mailing Address is a PO Box or Mail Stop

Recine, Roberto 12800 Cumberland Cir. Anchorage, AK 99516	
---	--

1. Check one of the boxes below:

- ☒ The Limited Liability Company is managed by its members.
☐ The Limited Liability Company is managed by its manager.

2. List the names and addresses of the managers of the company, or, if the company is not managed by a manager, the names and addresses of the members of the company. You must also list the name and address of each person owning at least five percent interest in the company and the percentage of interest owned by that person. Please note that this report may not be filed for the record if the required information is not provided.

Title - Check Applicable Box	Name	Mailing Address	City, State, Zip	% Interest Held
<input checked="" type="checkbox"/> Member	Roberto Recine	12800 Cumberland	Anchorage, AK 99516	51
<input checked="" type="checkbox"/> Member	Ennio Recine	5411 Markingbird #113	Anchorage, AK 99507	49
<input type="checkbox"/> Manager				
<input type="checkbox"/> Member				
<input type="checkbox"/> Manager				

If necessary, attach a list of additional members, managers or 5% or more interest holders on a separate 8 1/2 X 11 sheet of paper.
This report is public information. Please do not list confidential information such as date of birth or Social Security Numbers.

State of Domicile			
Description of Business Activities of the Corporation in Alaska	Any lawful purpose, including the owning and leasing of real property.	Primary NAICS Code	531120

Submitted Online

11/24/05 R. Recine VICE PRESIDENT
Date Signature Title

State of Alaska
Initial Biennial Report 1 Page(s)





State of Alaska
Department of Commerce, Community and Economic Development
Corporations, Business and Professional Licensing
PO Box 110808
Juneau, AK 99811-0808

AK Entity #: 97240
Date Filed: 12/22/2005 08:00 AM
State of Alaska
Department of Commerce

**Business Corporation
Biennial Report**
For the period ending December 31, 1999

Alaska Entity # 97240

Entity Mailing Address

NIRO Restaurants, Inc	12800 Cumberland Cir Anchorage, AK 99516
-----------------------	---

Name and Address of Registered Agent:

Physical Address of Agent if mailing Address is a PO Box or Mail Stop

Recine, Roberto 12800 Cumberland Cir. Anchorage, AK 99516	Same
---	------

List the names and mailing addresses of the officers of the entity below. Please note that this report may not be filed for the record if the required information is not provided. All corporations must have a president, secretary, treasurer and at least one director. The secretary and the president cannot be the same person unless the president is 100% shareholder. The entity must also list any alien affiliates and those shareholders that hold 5% or more of the issues shares.

Title	Name	Mailing Address	City, State, Zip	<input checked="" type="checkbox"/> If Director	% Shares Held	<input checked="" type="checkbox"/> If alien affiliate
President	Ennio Recine	5411 Markingbird #113	Anchorage, AK 99507	<input checked="" type="checkbox"/>	51%	<input type="checkbox"/>
Vice President	Roberto Recine	12800 Cumberland	Anchorage, AK 99516	<input checked="" type="checkbox"/>	49%	<input type="checkbox"/>
Secretary	Roberto Recine	12800 Cumberland	Anchorage, AK 99516	<input checked="" type="checkbox"/>		<input type="checkbox"/>
Treasurer	Roberto Recine	12800 Cumberland	Anchorage, AK 99516	<input checked="" type="checkbox"/>		<input type="checkbox"/>
Director	Ennio Recine	5411 Markingbird #113	Anchorage, AK 99507	<input type="checkbox"/>		<input type="checkbox"/>

This report is public information. Please do not list confidential information such as date of birth or Social Security Numbers.

Notes: The registered agent information, name of the entity and the information in the boxes below cannot be changed using this form. You can request the necessary form to change the information by calling (907) 465-2539 or visit our website at <http://www.corporations.alaska.gov>

State of Domicile	Alaska		
Description of Business Activities of the Corporation in Alaska	Any lawful purpose, including, but not limited to, operating a restaurant and holding a beverage dispensary license.	Primary NAICS Code	722110

12/20/05
Date

Signature

Title

Attorney in Fact

Submitted Online

State of Alaska
Domestic Biennial Report 1 Page(s)



T0535627078

LIQUOR LICENSE BROWSE

LICENSE INFORMATION

List	License Number	3057	Action Type	Renewal	Action Date	11/18/2003
2958	Approval Date	11/18/2003	Protest Date		License Document	AM 865-03
2965	Restaurant Date	10/16/2001	License Status	Valid/Active	Status Date	07/01/2004
2971	Soc. Sec. Num.		Fed. EIN Num.	92-0176299	ABC App. Date	
2973	License Type	Restaurant/Eating Place			License Years	03-04
2984	Comment	This license transferred to Chiang Mai Ultimate #4459 AM 840-2001 Approved 10/16/01				
2987						
2988						
2996						
3003						
3009						
3031						
3057	Tax ID	003-232-18-000	Tax ID Verified	No		

BUSINESS INFORMATION

Name	Thai House Restaurant		
Address	830 E. 36th Ave.		
	Anchorage, AK 99503		
Phone 1	(907) 563-8616	Phone 2	() -
Community Councils	Spengard Tudor Area	Primary	Other

APPLICANT INFORMATION

Name	Praethong, Tom S.
Address	830 E. 36th Ave.
	Anchorage, AK 99503

CONDITION DOCUMENTS

Document Num.	Condition Type	Request Date	Approval Date
AM 868-90	Land Use Conditions		
Comment			

OWNER INFORMATION

Owner Name	Address	City	State	Zip
Praethong, Tom S.	830 E. 36th Ave.	Anchorage	AK	99503

Alcohol Extract from List Report

47

Case Number:

Description:

Parcel Business Name	Parcel Owner Name Applicant Name	Parcel Owner Address Business Address	City Lic. Number	State Lic. Zone	Zip Lic. Type
00323217000 Yen King	MA JAMES Y & LENA Ma, James & Lena	3501 OLD SEWARD HIGHWAY 3501 Old Seward Hwy	ANCHORAGE 2930	AK B3	99503 Restaurant/Eating Place
00323218000 Thai House Restaurant	NIRO PROPERTIES LLC Praethong, Tom S.	12800 CUMBERLAND CIRCLE 830 E. 36th Ave.	ANCHORAGE 3057	AK B3	99516 Restaurant/Eating Place
00324128000 MVETS Post #2	AMERICAN VETERANS AMVETS Post #2 Inc	875 E 38TH AVENUE 855 E. 38th Ave.	ANCHORAGE 2943	AK B3	99503 Club
00901113000 China Garden	MA DANA 50% & Park, Matthew K.	2440 E TUDOR ROAD BOX 1116 204 E. Fireweed Ln	FAIRBANKS 227	AK B3	99507 Restaurant/Eating Place
00901271000 Casa Grande	COFFEY FAMILY Casa Grande, Inc.	207 E NORTHERN LIGHTS #200 201 E. Northern Lights	ANCHORAGE 3009	AK B3	99503 Beverage Dispensary
00901438000 Office Lounge, The	MARSCH KURT P & PAMELA L Abdul-Halim, Nura	8133 OLD SEWARD HWY 545 E. Northern Lights	ANCHORAGE 806	AK B3	99518 Beverage Dispensary
00901501000 Pizza Plaza	MATARAGAS EFSTATHIOS K & P.J's Pizza Plaza, Inc	601 E NORTHERN LTS BLVD 601 E. Northern Lights	ANCHORAGE 891	AK B3	99503 Restaurant/Eating Place
00901524000 Sortenlo's	GYFTEAS PETE Venus Restaurant Corporation	610 E FIREWEED LANE 610 E. Fireweed Ln	ANCHORAGE 1064	AK B3	99503 Restaurant/Eating Place
00901549000 anda Restaurant	CHOI DAE H & JUNG S Chen Chi Lee	2341 HEATHERBROOK CIRCLE 605 E. Northern Lights	ANCHORAGE 3077	AK B3	99504 Restaurant/Eating Place
00901555000 Steve's Sports Bar & Grille	FIBRANZ STEVEN L S.L.F. Int. Inc.	1409 W 34TH AVENUE 602 E. Fireweed Ln	ANCHORAGE 1566	AK B3	99503 Beverage Dispensary
00901557000 Steve's Sports Bar & Grill	FIBRANZ LYLE H & JERE L Steve Fly	3911 ARKANSAS DRIVE 602 East Fireweed Ln	ANCHORAGE 1025	AK B3	99517 Beverage Dispensary
00902218000 Greek Corner, The	GIMENEZ HUGO J Herrera Brothers, Inc.	123 E FIREWEED LANE #208 302 W. Fireweed Ln	ANCHORAGE 3251	AK B3	99503 Restaurant/Eating Place

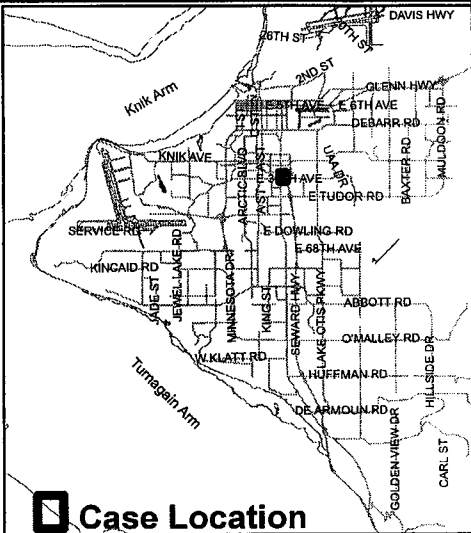
<u>Parcel</u> <u>Business Name</u>	<u>Parcel Owner Name</u> <u>Applicant Name</u>	<u>Parcel Owner Address</u> <u>Business Address</u>	<u>City</u> <u>Lic. Number</u>	<u>State</u> <u>Lic. Zone</u>	<u>Zip</u> <u>Lic. Type</u>
00902322000 Romano's Trattoria	GIALOPSOS ANDREW 50% & Romanos, Inc.	2415 C STREET 2415 C St.	ANCHORAGE 977	AK B3	99503 Beverage Dispensary
00902323000 Alaska Bagel, Inc.	CAL WORTHINGTON TRUST Alaska Bagel, Inc.	903 W NORTHERN LIGHTS STE 2 113 Northern Lights #1	ANCHORAGE 3557	AK B3	99503 Restaurant/Eating Place
00902424000 Bombay Deluxe	OBEIDIS LTD Bombay Deluxe, Inc.	3502 ARCTIC BLVD 555 W. Northern Lights	ANCHORAGE 4158	AK B3	99503 Restaurant/Eating Place
00902424000 Young Bin Restaurant	OBEIDIS LTD Tapia, Joe G. & Gina Han	3502 ARCTIC BLVD 555 W. Northern Lts, #105	ANCHORAGE 2908	AK B3	99503 Restaurant/Eating Place
0903223000 Anchorage Bucs-Mulcahy Stadium	STAR N GLEN H & NANCY F TRUST Anchorage Bucs Baseball, Inc.	PO BOX 240046 334 E. 16th Ave.	ANCHORAGE 1747	AK R4	99524 Recreational Site
00903223000 Anchorage Glacier Pilots	STAR N GLEN H & NANCY F TRUST Anchorage Glacier Pilots	PO BOX 240046 334 E. 16th Ave.	ANCHORAGE 1314	AK R4	99524 Recreational Site
00903368000 Northern Lights Hotel	FANG JOSEPH & MARIA CHEN Cusack Development, Inc.	900 W 5TH AVENUE #700 598 W. Northern Lights	ANCHORAGE 1652	AK B3	99501 Beverage Dispensary Tour
00903641000 Oriental Garden	DEBENHAM FAMILY LIMITED Hyang, Wei Neng	2932 C STREET STE C 2960 C St.	ANCHORAGE 4050	AK B3	99503 Restaurant/Eating Place
00903646000 Boston Pizza	ZAN INC G.W.N. Investments, LLC	2830 C STREET 2830 C St.	ANCHORAGE 4180	AK B3	99503 Beverage Dispensary
00903709000 Harry's Restaurant	FOSS C R LIV TRUST & WELLS Harry's Bar and Grill, Inc.	3201 C ST SUITE 200 101 W. Benson Blvd	ANCHORAGE 323	AK B3	99503 Beverage Dispensary
J904106000 Chuck E. Cheese's	CALAIS CO INC CEC Entertainment, Inc.	PO BOX 150305 308 E. Northern Lights	ARLINGTON 1744	TX B3	76015 Restaurant/Eating Place
00904115000 Pizza Hut #2	CALAIS CO INC Kurani, Inc.	PROPERTY TAX DEPT #0555 100 E. Benson Blvd	BENTONVILLE 3712	AR B3	72716 Restaurant/Eating Place
00904201000 Crab Pot Restaurant	SEARS ROEBUCK & COMPANY Kelly Wright Lo/Chen-Kuo Lo	3333 BEVERLY ROAD/B2-122A 600 E. N. Lights #169	HOFFMAN EST 4272	IL B3	60179 Restaurant/Eating Place
00904201000 Oaken Keg (1806)	SEARS ROEBUCK & COMPANY Oaken Keg Spirt Shops, Inc.	3333 BEVERLY ROAD/B2-122A 600 E. Northern Lights	HOFFMAN EST 795	IL B3	60179 Package Store

<u>Parcel</u> - - - -	<u>Parcel Owner Name</u> - -	<u>Parcel Owner Address</u>	<u>City</u> - - -	<u>State</u> - -	<u>Zip</u> - - -
<u>Business Name</u>	<u>Applicant Name</u>	<u>Business Address</u>	<u>Lic. Number</u>	<u>Lic. Zone</u>	<u>Lic. Type</u>
00904201000	SEARS ROEBUCK & COMPANY	3333 BEVERLY ROAD/B2-122A	HOFFMAN EST	IL	60179
Roscoe's Skyline Restaurant	Wyche, Annie C.	600 E. Northern Lts #169	3788	B3	Restaurant/Eating Place
00904333000	WEDGEWOOD MORTGAGE LLC	650 W INTL AIRPORT ROAD #200	ANCHORAGE	AK	99518
Peking Palace	Choi, Joon K.	500 E. Benson Blvd	1691	B3	Restaurant/Eating Place
00904334000	SHIMEK JOSEPH R W	PO BOX 93890	ANCHORAGE	AK	99509
Café Amsterdam	Shauna Pajak	530 E. Benson Blvd #3	3961	B3	Restaurant/Eating Place
00905111000	CALAIS CO INC	3111 DENALI ST SUITE 201	ANCHORAGE	AK	99503
Chair d' Loon	Karen Lesko, Stephen P. Lesko	3210 Denali St #8	4291	B3	Restaurant/Eating Place
0905111000	CALAIS CO INC	3111 DENALI ST SUITE 201	ANCHORAGE	AK	99503
Tiffany's Café	Reardon, Krystyna	3030 Denali St., #1	3392	B3	Restaurant/Eating Place
00905222000	REDZEPI DEMIR	601 W 47TH AVENUE #1	ANCHORAGE	AK	99503
The Moment	Han Ml, Inc.	3230 Seward Hwy	430	B3	Beverage Dispensary
00905223000	REDZEPI DEMIR	601 W 47TH AVENUE #1	ANCHORAGE	AK	99503
Top of the Moment	Han Ml, Inc.	3230 Seward Hwy	431	B3	Beverage Dispensary Dup
00905230000	LEE AE KYONG	2861 BELUGA BAY CIRCLE	ANCHORAGE	AK	99507
Peter's Sushi Spot	Park, Peter Yeonwoo	3337 Fairbanks St.	1866	B3	Restaurant/Eating Place
00905230000	LEE AE KYONG	2861 BELUGA BAY CIRCLE	ANCHORAGE	AK	99507
Uncle Joe's Pizzeria	Uncle Joes, Inc.	3401 E Tudor Rd	4293	B3	Restaurant/Eating Place
00906138000	OLYMPIC CENTER LLC	PO BOX 242523	ANCHORAGE	AK	99524
Atlasta Deli	Westlyne Corp.	701 W. 36th Ave. #16	2922	B3SL	Restaurant/Eating Place
J906138000	OLYMPIC CENTER LLC	PO BOX 242523	ANCHORAGE	AK	99524
Jens' Restaurant	Hansen, Jens & Annelise	701 W. 36th Ave.	2783	B3SL	Restaurant/Eating Place
00906276000	CALAIS CO INC	650 W INTL ARPT RD SUITE 200	ANCHORAGE	AK	99518
Wayne's Original Texas Bar-B-Q	Kodiak Foods LLC	3400 "C" Street	4219	B3	Beverage Dispensary
00906284000	CALAIS OFFICE CENTER II LLC	PO BOX 202845	ANCHORAGE	AK	99520
Outback Steakhouse	Oasis Springs, Inc.	101 W. 34th Ave.	3753	B3	Beverage Dispensary
00906333000	EKLUTNA INC	16515 CENTERFIELD DRIVE #100	EAGLE RIVER	AK	99577
Campobello	Campobello, Inc.	601 W. 36th Ave., #10	3545	B3	Restaurant/Eating Place

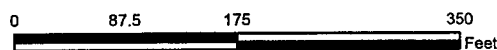
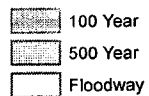
Parcel Business Name	Parcel Owner Name Applicant Name	Parcel Owner Address Business Address	City Lic. Number	State Lic. Zone	Zip Lic. Type
00906333000 Mom & Pops Grocery & Liquor	EKLUTNA INC Bahng, Kee P.	16515 CENTERFIELD DRIVE #100 601 W. 36th Ave. #3&4	EAGLE RIVER 3219	AK B3	99577 Package Store
00907114000 Annaraes	36TH AVENUE LLC 1/3 & Henri Hawaii, Inc.	3201 C ST SUITE 200 300 W. 36th Ave.	ANCHORAGE 508	AK B3	99503 Beverage Dispensary
00907114000 Golden Pond Restaurant	36TH AVENUE LLC 1/3 & Yangs Enterprises, Inc.	3201 C ST SUITE 200 300 W. 36th Ave., #3	ANCHORAGE 2845	AK B3	99503 Restaurant/Eating Place
00907114000 Swaddi Midtown (Thai Rest.)	36TH AVENUE LLC 1/3 & APA Groceries, Inc.	3201 C ST SUITE 200 300 W. 36th Ave.	ANCHORAGE 3970	AK B3	99503 Restaurant/Eating Place
0907207000 In & Out Liquor #1	KIM TONY S & Kang, In S.	16644 BRIARCLIFF RIDGE CIR 3601 Arctic Blvd	ANCHORAGE 156	AK B3	99516 Package Store
00908203000 Yamatoya Restaurant	REID PAUL L Yamato, Inc.	7001 TREE TOP CIRCLE 3700 Old Seward Hwy	ANCHORAGE 1617	AK B3	99507 Restaurant/Eating Place
00913116000 Brown Jug/Warehouse	ONEILL PROPERTIES INC Brown Jug, Inc.	PO BOX 190027 4140 Old Seward Hwy	ANCHORAGE 1461	AK B3	99519 Package Store
00913205000 Hosters Restaurant	ALASKA ELECTRICAL PENSION FUND Titanic Wings LLC	2550 DENALI STREET #513 701 E. Tudor Rd #110	ANCHORAGE 3591	AK B3	99503 Restaurant/Eating Place
00913208000 Aladdin's Fine Mediterranean &	BORCHARDT WILLIAM A Rabah & Jean Chetfour	2580 NATHANIEL COURT 4240 Old Seward Hwy #20	ANCHORAGE 2520	AK B3	99517 Restaurant/Eating Place
00913208000 El Tango	BORCHARDT WILLIAM A El Tango Inc.	2580 NATHANIEL COURT 4300 Old Seward	ANCHORAGE 4451	AK B3	99517 Beverage Dispensary
0914128000 Peter's Sushi Spot, Inc.	SUSHI SPOT INC Sushi Spot, Inc.	4140 B ST 4140 B Street	ANCHORAGE 4517	AK I1	99503 Restaurant/Eating Place
00914128000 Red Robin Burger & Spirits #3	SUSHI SPOT INC Restaurant Management, Inc.	4140 B ST 4140 B St.	ANCHORAGE 3685	AK I1	99503 Beverage Dispensary
00914134000 Petroleum Club of Anchorage	GILLIGANS LLC Petroleum Club of Anch., Inc.	4101 CREDIT UNION DRIVE 3301 C St., #120	ANCHORAGE 3586	AK I1	99503 Club
00914140000 Applebee's Neighbor Grill	APPLE ALASKA, LLC Apple Alaska, LLC	4331 CREDIT UNION DRIVE 4331 Credit Union Dr.	ANCHORAGE 3948	AK I1	99503 Beverage Dispensary

Parcel Business Name	Parcel Owner Name Applicant Name	Parcel Owner Address Business Address	City Lic. Number	State Lic. Zone	Zip Lic. Type
00914140000 Sea Galley	APPLE ALASKA, LLC Pepper Mill, LLC	4331 CREDIT UNION DRIVE 4101 Credit Union Dr.	ANCHORAGE 1666	AK I1	99503 Beverage Dispensary
00914140000 Sea Galley/Peppermill	APPLE ALASKA, LLC Pepper Mill, LLC	4331 CREDIT UNION DRIVE 4101 Credit Union Dr.	ANCHORAGE 3599	AK I1	99503 Beverage Dispensary Dup
00914213000 Loyal Order of Moose #1534	MOOSE LODGE 1534 Loyal Order of Moose #1534	4211 ARCTIC BLVD 4211 Arctic Blvd	ANCHORAGE 750	AK ROSL	99503 Club
00914220000 AmVets Post #49	EHESE INVESTMENTS LLC AmVets Post #49	1300 W 36TH AVENUE 521 W. Tudor Rd	ANCHORAGE 3588	AK I1	99503 Club
0915116000 Stuart Anderson's Cattle Co.	EQUITABLE LIFE ASSURANCE SOC ARG Enterprises, Inc.	3131 S VAUGHN WAY #521 300 W. Tudor Rd	AURORA 1090	CO I1	80014 Beverage Dispensary
00915127000 Hilton Garden Inn	APPLE SIX HOSPITALITY INC Apple Six Services, Anch LLC	814 EAST MAIN STREET 100 West Tudor Road	RICHMOND 4236	VA I1	23219 Beverage Dispensary Tour
00915128000 Homewood Suites	APPLE SIX HOSPITALITY INC Apple Six Services II, LLC	814 EAST MAIN STREET 140 W Tudor Road	RICHMOND 4354	VA I1	23219 Beverage Dispensary Tour
00915132000 T.G.I. Fridays	JEB LLC Out In The Boonies Inc.	4240 OLD SEWARD HIGHWAY #1 190 E Tudor Rd	ANCHORAGE 4279	AK I1	99503 Beverage Dispensary
00915343000 Daruma Restaurant	TANG YOUNG SOOK & TIEN MIN Ro, Sam	2410 BELMONT DRIVE 550 W. Tudor Rd	ANCHORAGE 3286	AK B3	99517 Restaurant/Eating Place
00915343000 Tokyo Garden	TANG YOUNG SOOK & TIEN MIN Tang, Tien & Young	2410 BELMONT DRIVE 550 W. Tudor Rd	ANCHORAGE 4063	AK B3	99517 Restaurant/Eating Place
J916240000 Time Out Lounge	RANDOLPH FAMILY ALASKA TRUST Apple Core, Inc.	4600 OLD SEWARD HIGHWAY 4600 Old Seward Hwy	ANCHORAGE 1140	AK B3	99503 Beverage Dispensary
00920108000 Club Oasis	PRIME INC Prime, Inc	207 E N LIGHTS BLVD #210 4801 Old Seward Highway	ANCHORAGE 4516	AK B3	99503 Beverage Dispensary
00920108000 Club Oasis	PRIME INC Prime, Inc.	207 E N LIGHTS BLVD #210 4801 Old Seward Highway	ANCHORAGE 4515	AK B3	99503 Beverage Dispensary Dup
00920108000 Oasis Liquors	PRIME INC Ver-Del Enterprises, Inc.	207 E N LIGHTS BLVD #210 4801 Old Seward Hwy	ANCHORAGE 1626	AK B3	99503 Package Store

Parcel Business Name	Parcel Owner Name Applicant Name	Parcel Owner Address Business Address	City Lic. Number	State Lic. Zone	Zip Lic. Type
00921103000 Anchorage Billard Palace	CLUB COMPANY THE The Club Company	4848 OLD SEWARD HIGHWAY 4848 Old Seward Hwy	ANCHORAGE 2742	AK B3	99503 Beverage Dispensary
00921103000 Hot Rods	CLUB COMPANY THE The Club Company	4848 OLD SEWARD HIGHWAY 4848 Old Seward Hwy	ANCHORAGE 3165	AK B3	99503 Beverage Dispensary Dup
00921119000 Great Alaskan Bush Co., The	B V INCORPORATED B.V., Inc.	207 E NORTHERN LTS SUITE 210 631 E. Intl Airport Rd	ANCHORAGE 1839	AK I1	99503 Beverage Dispensary
00922113000 Guido's Pizza	FULLER QUALITY INVESTMENTS 2 Guido	4241 B STREET 549 W. Intl Airport Rd.	ANCHORAGE 2636	AK I1	99503 Restaurant/Eating Place
0922114000 Tabe Nara Restaurant	HICKEL WALTER & REBECCA Taba Nara, Inc.	PO BOX 8974 639 W. Intl #1A	RANCHO SANT 4133	CA I1	92067 Restaurant/Eating Place
00922115000 Tesoro 2 Go Mart #62	AVANTI CORPORATION Tesoro Northstore Company	PO BOX 873088 5121 Arctic Blvd	WASILLA 1568	AK I1	99687 Package Store
00922115000 Villa Nova Restaurant	AVANTI CORPORATION Elena, Inc.	PO BOX 873088 5121 Arctic Blvd, #1	WASILLA 1608	AK I1	99687 Restaurant/Eating Place
00922118000 Lone Star Steakhouse & Saloon	LONE STAR STEAKHOUSE & Lone Star of Alaska, Inc.	PO BOX 22845 4801 C St.	OKLAHOMA CIT 3494	OK I1	73126 Beverage Dispensary



Flood Limits



PARCEL INFORMATION

OWNER

NIRO PROPERTIES LLC

12800 CUMBERLAND CIRCLE

ANCHORAGE

AK 99516 0000

Deed 2005 0088398

CHANGES: Deed Date Dec 09, 2005

Name Date Dec 22, 2005

Address Date Dec 22, 2005

PARCEL

Parcel ID 003-232-18-000

Status

Renumber ID 000-000-00-00000

Site Addr 831 E 36TH AVE

Comm Concl MIDTOWN

Comments

#

01

TAX INFO

2006 Tax

5,002.65 Balance 0.00

District 001

LEGAL

SOUTHRIDGE

BLK 4 LT 1

Unit SQFT 16,126

Plat 690130

Zone B3

Grid SW1632

HISTORY

	Year	Building	Land	Total
Assmt Final	2004	150,200	144,400	294,600
Assmt Final	2005	155,500	151,600	307,100
Assmt Final	2006	153,700	180,400	334,100
Exemptions				0
State Credit				0
Tax Final				334,100

PROPERTY INFO

#	Type	Land Use
01	COMMERCIAL	RESTAURANT

SALES DATA

Mon	Year	Price	Source	Type

Parcels--Basic Layers

Fri Feb 24, 13:51:48, 2006

Map: Parcels--Basic Layers



Scale 1:8000

Legend:

Txt ALCOHOL_LIC

Txt STRNAME_BI_I

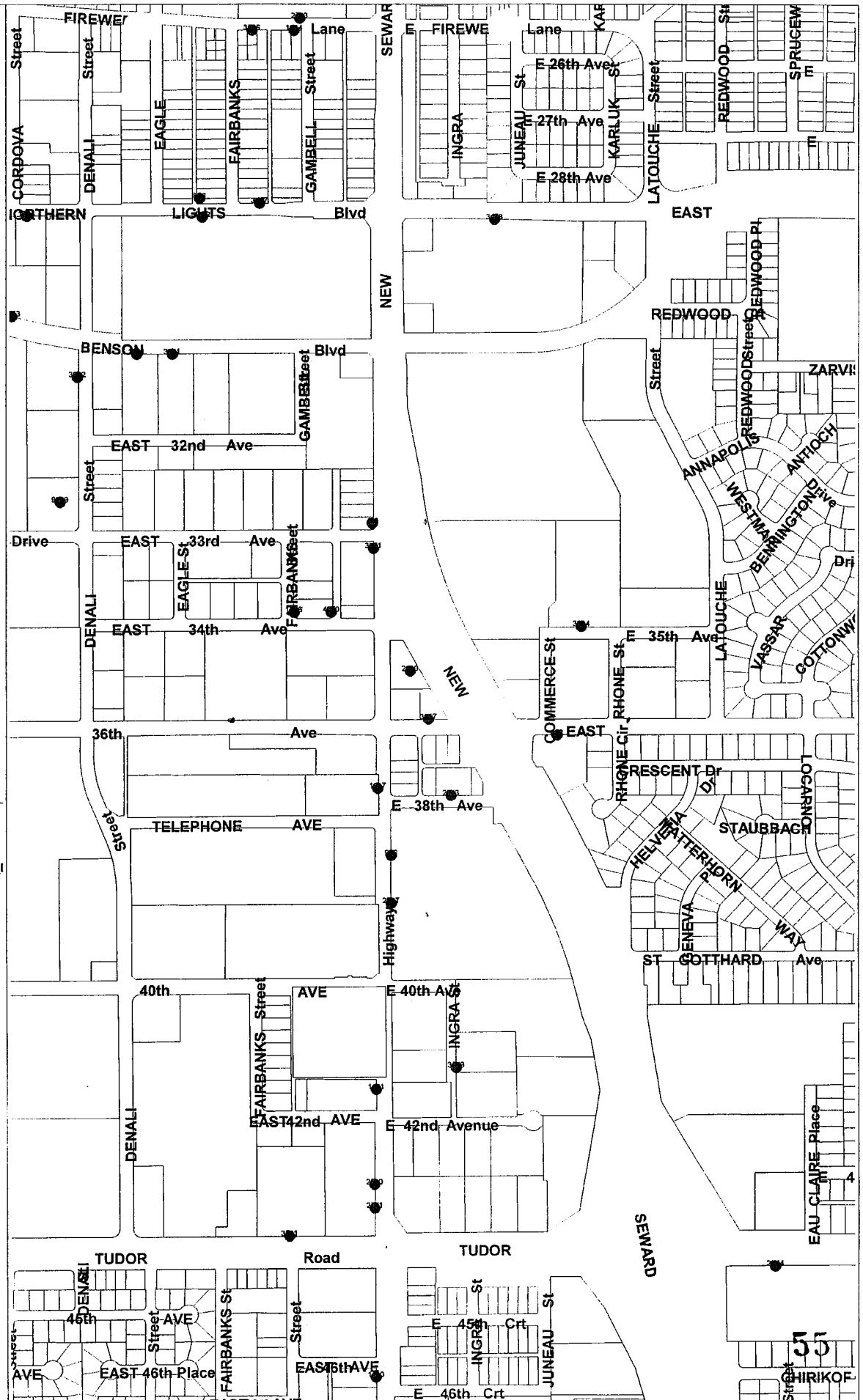


PARCELS

ALCOHOL

CityView™

Municipal Software Corporation



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

New Liquor License

PAGE 1 OF 2

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

This application is for:

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

SECTION A. LICENSE INFORMATION. Must be completed for all types of applications.			FEES
License Year: 2006	License Type: Restaurant or eating place	Statute Reference Sec. 04.11.100	License Fee: \$600.00
(Office Use Only) License #:			Filing Fee: \$100.00
Local Governing Body: (City, Borough or Unorganized) Municipality of Anchorage	Community Council Name(s) & Mailing Address: Midtown Community Council 3350 Commercial Drive, Suite 230 Anchorage, AK 99501		Fingerprint: (\$59 per person) \$118 Total Submitted: \$818.00
Federal EIN or SSN: 20-3813438			
Name of Applicant (Corp/LLC/LP/LLP/Individual/Partnership): NIRO Restaurants, Inc.	Doing Business As (Business Name): Nino's Italian Eatery	Business Telephone Number: 907-336-6466 Fax Number: 907-336-6467	
Mailing Address: 831 East 36 th Avenue	Street Address or Location of Premise: 831 East 36 th Avenue Anchorage, AK 99503	Email Address: schmidt@groheggers.com	
City, State, Zip: Anchorage, AK 99503			

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

Closest school grounds NONE w/in 200' – Nearest known Wendler, 1.2 mile drive	Distance measured under: X AS 04.11.410 OR <input type="checkbox"/> Local ordinance No. _____	<input type="checkbox"/> Premises is GREATER than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. Premises is LESS than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. X Not applicable
Closest church: NONE w/in 200' – Nearest known St. Mark's Lutheran, 1.2 mile drive	Distance measured under: X AS 04.11.410 OR <input type="checkbox"/> Local ordinance No. _____	
Premises to be licensed is: Proposed building X Existing facility <input type="checkbox"/> New building	<input type="checkbox"/> Plans submitted to Fire Marshall (required for new & proposed buildings) X Diagram of premises attached	

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

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

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

Name	Name of Business	Type of License	Business Street Address	State

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

X Yes ☐ No If Yes, attach written explanation. SEE ATTACHED

Office use only

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

Liquor License

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

Name of Entity (Corporation/LLC/LLP/LP) (or N/A if an Individual ownership) NIRO Restaurants, Inc.		Telephone Number 907-336-6466	Fax Number 907-336-6467
Corporate Mailing Address: 831 E. 36 th Avenue,	City Anchorage	State AK	Zip Code 99503
Name, Mailing Address and Telephone Number of Registered Agent Roberto Recine 12800 Cumberland Circle Anchorage, AK 99516		Date of Incorporation OR Certification with DCED November 21, 2005	State of Incorporation Alaska
Is the Entity in compliance with the reporting requirements of Title 10 of the Alaska Statutes? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, attach written explanation. Your entity <i>must</i> be in compliance with Title 10 of the Alaska Statutes to be a valid liquor licensee.			

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

Name	Title	%	Home Address & Telephone Number	Work Telephone Number	Date of Birth
Ennio Recine	President	51	5411 Mockingbird #113 Anchorage, AK 99507	907-336-6466	12/9/1974
Roberto Recine	Secretary	49	12800 Cumberland Anchorage, AK 99516	907-257-5210	3/1/1967

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

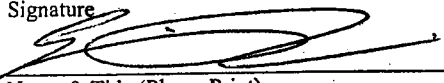
Individual Licensees/Affiliates (The ABC Board defines an "Affiliate" as the spouse of a licensee. Each Affiliate must be listed.)

Name: NIRO Restaurants, Inc. Address: 831 East 36 th Avenue Anchorage, AK 99503 Home Phone: Work Phone: 907-336-6466	Applicant <input checked="" type="checkbox"/> X Affiliate <input type="checkbox"/>	Name: Address: Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate
	Date of Birth: N/A		Date of Birth:
Name: Address: Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>	Name: Address: Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate
	Date of Birth:		Date of Birth:

Declaration

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

Signature of Licensee(s)

Signature 	Signature
Name & Title (Please Print) Ennio Recine, President	Name & Title (Please Print)
Subscribed and sworn to before me this 1 day of February, 2006	Subscribed and sworn to before me this day of
Notary Public in and for the State of Alaska	Notary Public in and for the State of Alaska

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

New Liquor License

PAGE 1 OF 2
(907) 269-0350
Fax: (907) 272-9412
www.dps.state.ak.us/abc

This application is for:

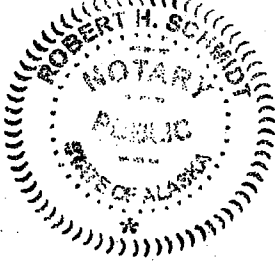
- ☐ Seasonal – Two 6-month periods in each year of the biennial period beginning _____ and ending _____
Mo/Day Mo/Day
- ☒ Full 2-year period

My commission expires:

1/21/08

My commission expires:

New License App 11/05



Office use only

Date Approved

Director's Signature

New App 11/05

**STATE OF ALASKA
ALCOHOLIC BEVERAGE CONTROL BOARD**

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

POSTING AFFIDAVIT

I, Ennio Recine, being first duly sworn on oath, depose and say that:

1. Posting of application for a new Restaurant or Eating Place liquor license for NIRO Restaurants, Inc., d/b/a Nino's Italian Eatery located at 831 East 36th Avenue, Anchorage, AK 99503;
2. Has been completed by me for the following 10 FULL day period:

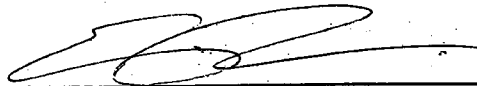
February 1, 2006 to February 10, 2006

Prior to the filing of said application, a true copy of the application was posted at the following described locations:

(a) Location of premises to be licensed: 831 East 36th Avenue, Anchorage, AK 99503;
and

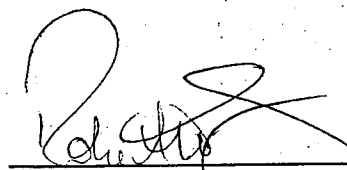
(b) U.S. Post Office at the intersection of Dowling and Lake Otis Parkway

3. I attempted to post at the Loussac Library but was informed by library staff they do not have a place for public postings.
4. I attempted to post at the U.S. Post Office Midtown Branch, 3721 B Street, Anchorage, AK 99503 but was told by a U.S. Post Office employee that they do not have a place for public postings.
5. I believe that with the approval of this application population would not at one time exceed in the aggregate of one license of the type requested for population as provided by law for an incorporated city, organized borough or unified municipality. AS 04.11.400.



Ennio Recine

SUBSCRIBED AND SWORN to me this 7 ^{March} day of February, 2006.



Notary Public in and for Alaska

My commission expires: 11/21/08

ALASKA
Journal of Commerce

Groh Eggers

Legal Notices

FILE NO: Liquor License

Ad#: 00047176

Liquor IO#06-0173

AFFIDAVIT OF PUBLICATION

UNITED STATES OF AMERICA, STATE OF ALASKA, THIRD DISTRICT BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC THIS DAY PERSONALLY APPEARED Lara Sandvik WHO, BEING FIRST DULY SWORN, ACCORDING TO THE LAW, SAYS THAT SHE IS THE Business Manager OF THE ALASKA JOURNAL OF COMMERCE PUBLISHED AT 301 ARTIC SLOPE AVENUE, SUITE 350, IN SAID THIRD DISTRICT AND STATE OF ALASKA AND THAT ADVERTISEMENT, OF WHICH THE ANNEXED IS A TRUE COPY, WHICH WAS PUBLISHED IN SAID PUBLICATION APPEARING ON THE

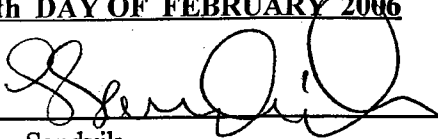
02/12/2006

12th DAY OF FEBRUARY 2006

AND THERE AFTER FOR 3 CONSECUTIVE WEEK(S) AND THE LAST PUBLICATION APPEARING ON

02/26/2006

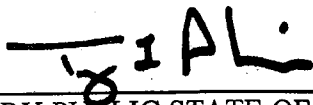
26th DAY OF FEBRUARY 2006



Lara Sandvik

Business Manager

SUBSCRIBED AND SWORN BEFORE ME
THIS 1st DAY OF March 2006



NOTARY PUBLIC STATE OF ALASKA
MY COMMISSION EXPIRES 1/14/09

TRACY L. ALLISON
NOTARY PUBLIC

STATE OF ALASKA
My Comm. Exp. 01/14/09

ATTACH PROOF OF PUBLICATION HERE

Liquor License

NIRO Restaurants, Inc. is making application for a new restaurant or eating place (AS 04.11.100) liquor license, d/b/a Nino's Italian Eatery located at 831 East 36th Avenue, Anchorage, AK 99503. Interested persons should submit written comment to their local governing body, the applicant and to the Alcoholic Beverage Control Board at 550 West Seventh Avenue, Suite 540, Anchorage Alaska 99501.
Pub: 2/12, 19 & 26, 2006
IO#06-0173

STATE OF ALASKA
ALCOHOLIC BEVERAGE CONTROL BOARD

STATEMENT OF FINANCIAL INTEREST

CONFIDENTIAL

TO BE COMPLETED BY EACH APPLICANT, EITHER INDIVIDUAL OR CORPORATE

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

APPLICANT'S NAME AND MAILING ADDRESS	DBA (BUSINESS NAME) AND LOCATION
NIRO Restaurants, Inc. 831 East 36 th Avenue Anchorage, AK 99503	Nino's Italian Eatery 831 East 36 th Avenue Anchorage AK 99503

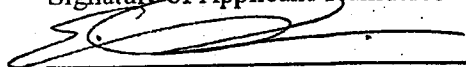
List below persons, firms, lending institutions or corporations which have or may have any financial involvement in furthering purchases of assets, revenues or operating capital for the licensed business operations.

NAME	ADDRESS	AMOUNT	PURPOSE
Roberto Recine	12800 Cumberland Cir. Anchorage, AK 99516	\$120,000	Operating Capital

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

Signature of Applicant/Transferee

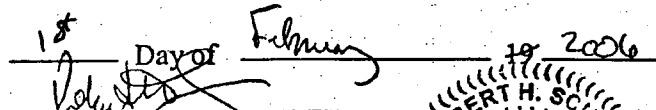
Subscribed and sworn to before me this



Ennio Recine, President

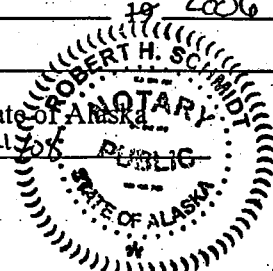
2-1-2006

Date

1st Day of February 19 2006


Notary Public in and for the State of Alaska

My commission expires 1/21/2008



State of Alaska
Department of Commerce, Community, and
Economic Development

CERTIFICATE
OF
INCORPORATION
Business Corporation

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

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

NIRO Restaurants, Inc

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



IN TESTIMONY WHEREOF, I execute
this certificate and affix the Great Seal of
the State of Alaska on November 21, 2005.

A handwritten signature in black ink, appearing to read "William C. Noll".

William C. Noll
Commissioner

STATE OF ALASKA
ALCOHOLIC BEVERAGE CONTROL BOARD
APPLICATION FOR RESTAURANT DESIGNATION PERMIT - AS 04.16.049 & 15 AAC 104.715-794
FEE: \$50.00

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

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

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

LICENSEE: NIRO Restaurants, Inc.

D/B/A: Nino's Italian Eatery

ADDRESS: 831 East 36th Avenue, Anchorage, AK 99503

1. Hours of Operation: 11am to 10pm Telephone # 907-336-6466
2. Have police ever been called to your premises by you or anyone else for any reason: ☐ Yes ☒ No
If yes, date(s) and explanation(s).

3. Duties of employment: Wait and bus tables, seat patrons, wash dishes, take reservations

4. Are video games available to the public on your premises? No

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

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

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

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

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

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

Applicant(s) signature

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

Date:

Notary Public in and for Alaska

My Commission expires

Director, ABC Board

Date:

NOTE: AS 04.16.049(e) requires that written parental consent and an exemption by the Department of Labor must be provided to the licensee by the employee who is under 19 years of age. Persons 19 and 20 years of age are not required to have the consent or exemption.

* Describe how food is served on back of form.

NIRO Restaurants, Inc.
Application for New Liquor License
Additional Statement re: Section C

In approximately 1993, when he was 19 years old, Ennio Recine was convicted in New York State for possession of a forged instrument (i.e. fake identification). Ennio Recine does not recall whether he pled guilty or no contest, but recollects that the charge was a Class C felony. Ennio Recine would note that he was quite young at the time of the infraction, and has no subsequent criminal history.

Directions to Nino's Italian Eatery

Starting Point: Alcoholic Beverage Control Board Anchorage office.

Turn left (west) on Tudor.

Turn right (north) on Old Seward Highway.

Turn left (west) on 36th Avenue.

Immediately turn right (north) into the parking lot. Nino's Italian Eatery is immediately adjacent to a Northrim Bank branch.



HI-TECH LIVE SCAN FINGERPRINTING SERVICES, INC.
 3901 OLD SEWARD HWY. #8 ANCHORAGE, AK 99503
 (907) 563-4659 FAX (907) 563-8629

Date: 2-17-06

RECEIPT

Employee: [Signature]

X	Service	#	Cost	Total
<u>24</u>	FINGERPRINT CARD	1-2	\$25.00	\$25.00
	PHOTOGRAPHS (set of 2)		\$15.00	
	PHOTOGRAPHS (set of 4)		\$20.00	
	NOTARY		\$ 8.00	
			Subtotal	\$ 50.00
Customer Name:				
Paid: Check # <u>2034</u>				
Company:				
			Cash	
			Credit Card	

PAID

Anchorage, AK 99507

ASON FINGERPRINTED

Application for liquor license











SOCIAL SECURITY NO. SOC

052700348

MISCELLANEOUS NO. MNU

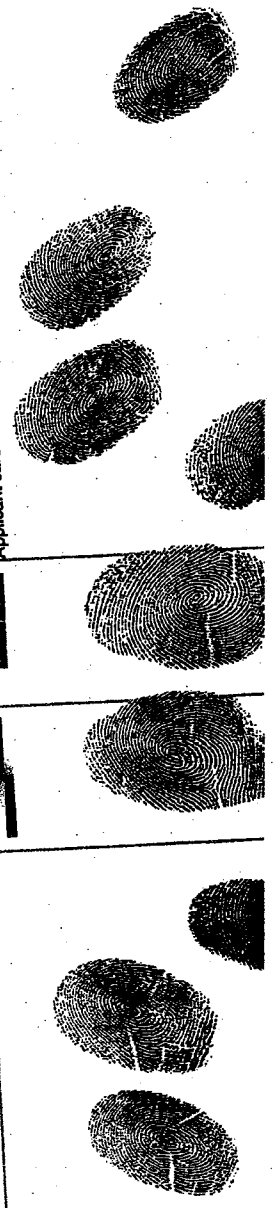
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REF

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 6. L. THUMB	 7. L. INDEX	 8. L. MIDDLE	 9. L. RING	 10. L. LITTLE

CMT ID1000 10634

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FBI

TYPE OR PRINT ALL INFORMATION IN BLACK
LAST NAME RECINE FIRST NAME ENNIO MIDDLE NAME

APPLICANT

SIGNATURE OF PERSON FINGERPRINTED

IDENTIFICATION FINGERPRINTED

411 MOCKINGBIRD DR #113, ANCHORAGE AK 99507

SIGNATURE OF OFFICIAL TAKING FINGERPRINTS

0060217 JOSE ROMERO

EMPLOYER AND ADDRESS

State of Alaska
Alcoholic Beverage Control Board
5848 E Tudor Road
Anchorage, AK 99507

PERSON FINGERPRINTED

Application for liquor license

ALIASES AKA

AKAST0100

DPS
ANCHORAGE, AK

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YOUR NO OCA

FBI NO FBI

ARMED FORCES NO MINU

SOCIAL SECURITY NO SOC

052700348

MISCELLANEOUS NO MINU

ADL7200661

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Month Day Year
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PLACE OF BIRTH POB
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HAIR

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HEIGHT

RACE

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MARKS

SCARS

OTHER

REMARKS

CLASS

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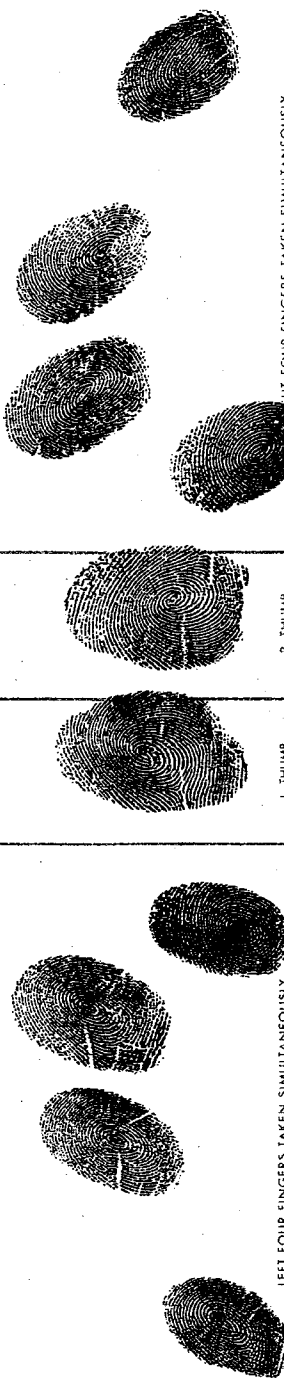
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6. L. THUMB	7. L. INDEX	8. L. MIDDLE	9. L. RING	10. L. LITTLE

AT ID1000 10634

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LEFT FOUR FINGERS TAKEN SIMULTANEOUSLY

RIGHT FOUR FINGERS TAKEN SIMULTANEOUSLY

APPLICANT

LEAVE BLANK

TYPE OR PRINT ALL INFORMATION IN BLACK
LAST NAME RECINE FIRST NAME ENNIO MIDDLE NAME

FBI LEAVE BLANK

SIGNATURE OF PERSON FINGERPRINTED

RESIDENCE OF PERSON FINGERPRINTED

5411 MOCKINGBIRD DR #113, ANCHORAGE AK 99507

DATE

20060217

SIGNATURE OF OFFICIAL TAKING FINGERPRINTS

JOSE ROMERO

EMPLOYER AND ADDRESS

State of Alaska

Alcoholic Beverage Control Board

5848 E Tudor Road

Anchorage, AK 99507

REASON FINGERPRINTED

Application for liquor license

ALIASES AKA

1290

CITIZENSHIP CIT

US

YOUR NO OCA

FBI NO FBI

ARMED FORCES NO MNU

SOCIAL SECURITY NO SOC

052700348

MISCELLANEOUS NO MNU

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DATE OF BIRTH DOB
Month Day Year
1974 12 09

PLACE OF BIRTH POB

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CLASS

REF

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1. L. THUMB



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3. R. MIDDLE



4. R. RING



5. R. LITTLE



1. L. THUMB



2. R. INDEX



3. R. MIDDLE



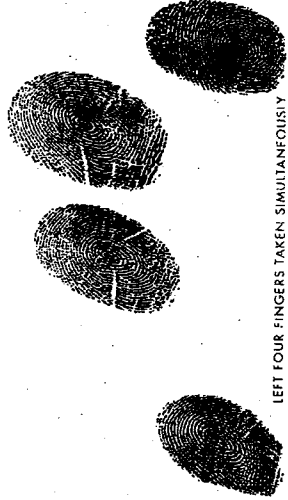
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5. R. LITTLE

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LEFT FOUR FINGERS TAKEN SIMULTANEOUSLY

1. THUMB

2. THUMB



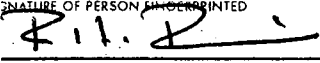
HI-TECH LIVE SCAN FINGERPRINTING SERVICES, INC.
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(907) 563-4659 FAX (907) 563-8629











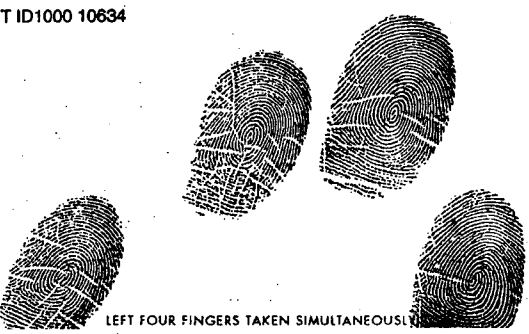


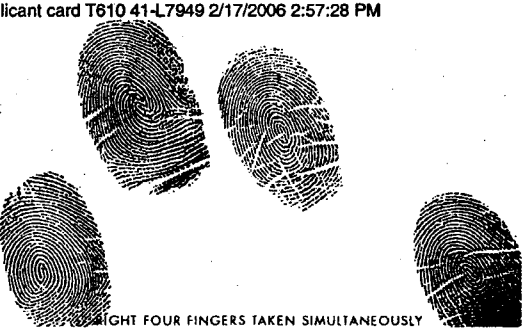
RECEIPT

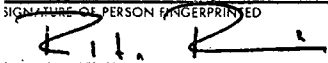
Date: 2-17-06













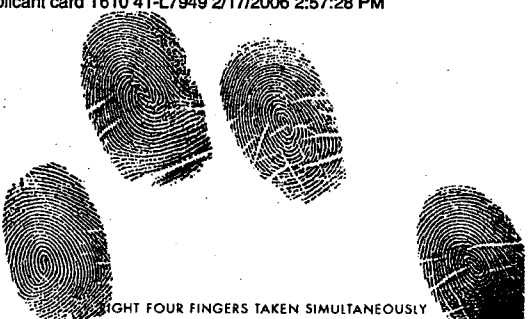
Employee: [Signature]

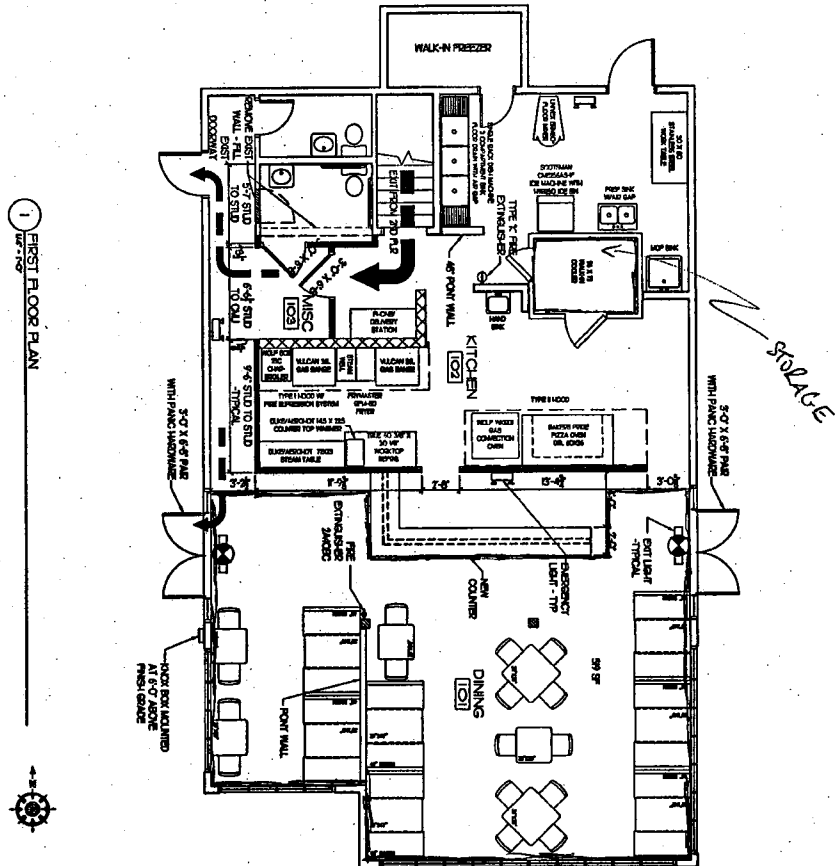
X	Service	#	Cost	Total
<u>24</u>	FINGERPRINT CARD	1-2	\$25.00	\$25.00
	PHOTOGRAPHS (set of 2)		\$15.00	
	PHOTOGRAPHS (set of 4)		\$20.00	
	NOTARY		\$ 8.00	
			Subtotal	\$ <u>50.00</u>
Customer Name:			Paid: Check	# <u>2034</u>
Company:			Cash	
			Credit Card	<u>PAID</u>

APPLICANT		LEAVE BLANK		TYPE OR PRINT ALL INFORMATION IN BLACK LAST NAME <u>NAM</u> FIRST NAME <u>RECINE</u> MIDDLE NAME <u>ROBERTO</u>				FBI LEAVE BLANK	
SIGNATURE OF PERSON FINGERPRINTED 		ALIASES <u>AKA</u>		OR <u>I</u>		AKAST0100 DPS ANCHORAGE, AK		DATE OF BIRTH <u>DOB</u> Month <u>19</u> Day <u>03</u> Year <u>01</u>	
SIDENCE OF PERSON FINGERPRINTED 2800 CUMBERLAND CIR, ANCHORAGE AK 99516		1290							
CITIZENSHIP <u>CIT</u>		SEX <u>M</u>		RACE <u>W</u>		HGT <u>509</u>		WGT <u>200</u>	
EYES <u>HAZ</u>		HAIR <u>GRY</u>		PLACE OF BIRTH <u>POB</u>		NY			
NOTE: 3060217 SIGNATURE OF OFFICIAL TAKING FINGERPRINTS JOSE ROMERO		YOUR NO. <u>OCA</u>		LEAVE BLANK					
EMPLOYER AND ADDRESS State of Alaska Alcoholic Beverage Control Board 5848 E Tudor Road Anchorage, AK 99507		FBI NO. <u>FB</u>		CLASS _____					
PERSON FINGERPRINTED Application for liquor license		SOCIAL SECURITY NO. <u>SOC</u> 124660375		REF. _____					
		MISCELLANEOUS NO. <u>MNU</u> ADL7031717							

 R. THUMB	 2. R. INDEX	 3. R. MIDDLE	 4. R. RING	 5. R. LITTLE
 L. THUMB	 7. L. INDEX	 8. L. MIDDLE	 9. L. RING	 10. L. LITTLE
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APPLICANT SIGNATURE OF PERSON FINGERPRINTED 		TYPE OR PRINT ALL INFORMATION IN BLACK LAST NAME <u>NAM</u> FIRST NAME <u>RECINE</u> MIDDLE NAME <u>ROBERTO</u>		FBI LEAVE BLANK	
RESIDENCE OF PERSON FINGERPRINTED 12800 CUMBERLAND CIR, ANCHORAGE AK 99518		ALIASES <u>AKA</u> 1290		ORI AKAST0100 DPS ANCHORAGE, AK	
DATE <u>20060217</u> SIGNATURE OF OFFICIAL TAKING FINGERPRINTS JOSE ROMERO		CITIZENSHIP <u>CIT</u> US		SEX <u>M</u> RACE <u>W</u> HGT <u>509</u> WGT <u>200</u> EYES <u>HAZ</u> HAIR <u>GRY</u>	
EMPLOYER AND ADDRESS State of Alaska Alcoholic Beverage Control Board 5848 E Tudor Road Anchorage, AK 99507		YOUR NO <u>OCA</u> FBI NO. <u>FBI</u> ARMED FORCES NO. <u>MNU</u>		DATE OF BIRTH <u>DOB</u> Month Day Year <u>1967</u> <u>03</u> <u>01</u> PLACE OF BIRTH <u>POB</u> NY	
REASON FINGERPRINTED Application for liquor license		SOCIAL SECURITY NO. <u>SOC</u> 124660375		LEAVE BLANK CLASS _____ REF. _____	
MISCELLANEOUS NO. <u>MNU</u> ADL7031717					

 1. R. THUMB	 2. R. INDEX	 3. R. MIDDLE	 4. R. RING	 5. R. LITTLE	
 6. L. THUMB	 7. L. INDEX	 8. L. MIDDLE	 9. L. RING	 10. L. LITTLE	
AT ID1000 10634  LEFT FOUR FINGERS TAKEN SIMULTANEOUSLY		 L. THUMB R. THUMB		Applicant card T610 41-L7949 2/17/2006 2:57:28 PM  RIGHT FOUR FINGERS TAKEN SIMULTANEOUSLY	



1 FIRST FLOOR PLAN

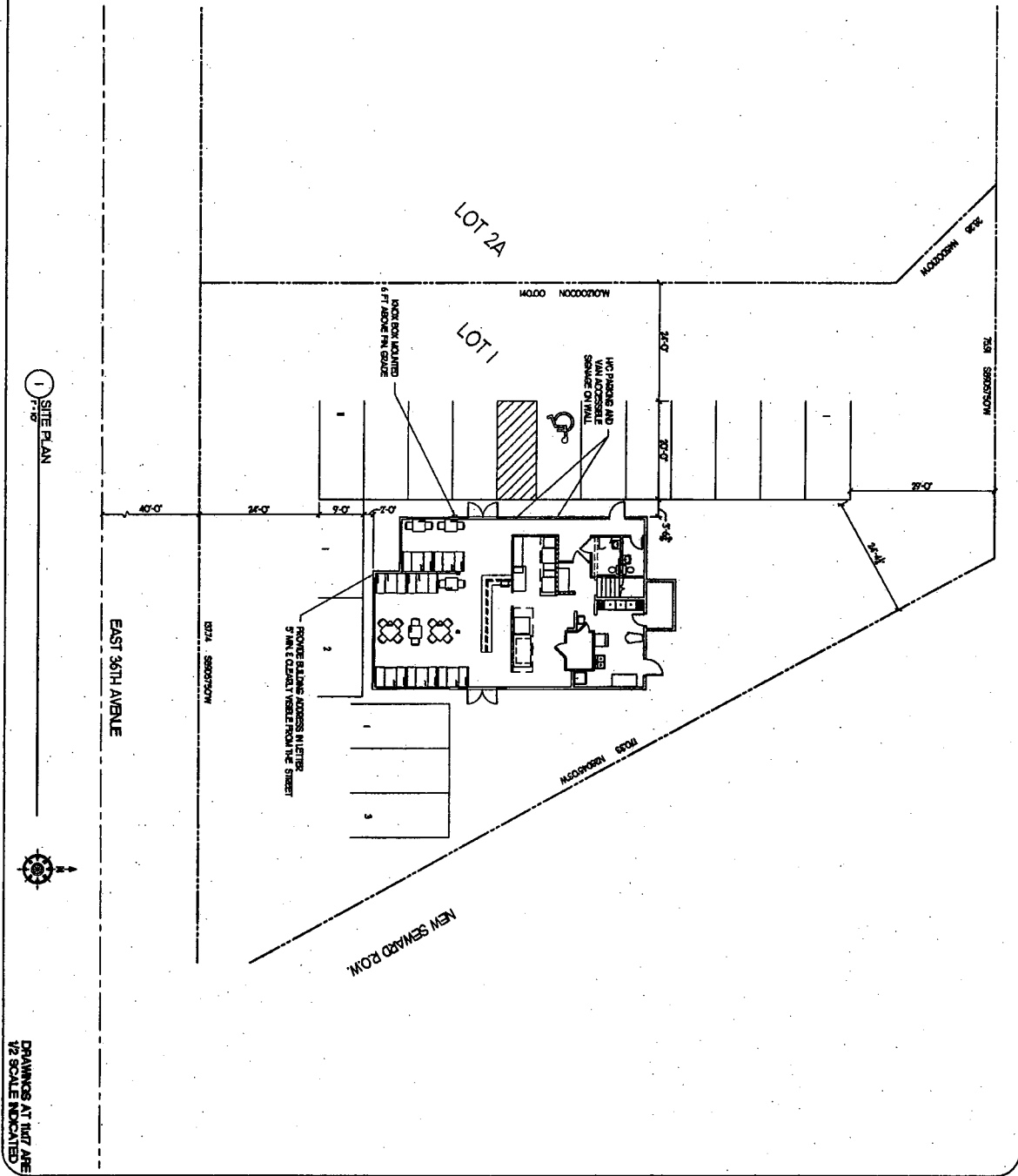


Area to be
Licensed
in Red

ROOM SCHEDULE				
ROOM NO.	ROOM NAME	LENGTH	WIDTH	AREA
101	DINING	20'-0"	30'-0"	600.00 SF
102	KITCHEN	10'-0"	10'-0"	100.00 SF
103	BAR/Lounge	10'-0"	10'-0"	100.00 SF
TOTAL: 800.00 SF				

DRAWINGS AT THIS ARE
1/2 SCALE INDICATED





1 SITE PLAN



DRAWINGS AT THIS AREA
1/2 SCALE INDICATED

<p>Sheet</p> <p>A1.1</p>	<p>Ninos Italian Eatery</p> <p>630 E 36th Avenue Anchorage, AK</p>	<p>fa</p> <p>FAULKENBERRY & ASSOCIATES, INC.</p> <p>ARCHITECTS</p> <p>P.O. Box 330081 • Anchorage, Alaska 99533-0081 • (907) 522-9132</p>	<p>40th</p> <p>30th</p> <p>20th</p> <p>10th</p> <p>0th</p> <p>10th</p> <p>20th</p> <p>30th</p> <p>40th</p> <p>50th</p> <p>60th</p> <p>70th</p> <p>80th</p> <p>90th</p> <p>100th</p> <p>110th</p> <p>120th</p> <p>130th</p> <p>140th</p> <p>150th</p> <p>160th</p> <p>170th</p> <p>180th</p> <p>190th</p> <p>200th</p> <p>210th</p> <p>220th</p> <p>230th</p> <p>240th</p> <p>250th</p> <p>260th</p> <p>270th</p> <p>280th</p> <p>290th</p> <p>300th</p> <p>310th</p> <p>320th</p> <p>330th</p> <p>340th</p> <p>350th</p> <p>360th</p> <p>370th</p> <p>380th</p> <p>390th</p> <p>400th</p> <p>410th</p> <p>420th</p> <p>430th</p> <p>440th</p> <p>450th</p> <p>460th</p> <p>470th</p> <p>480th</p> <p>490th</p> <p>500th</p> <p>510th</p> <p>520th</p> <p>530th</p> <p>540th</p> <p>550th</p> <p>560th</p> <p>570th</p> <p>580th</p> <p>590th</p> <p>600th</p> <p>610th</p> <p>620th</p> <p>630th</p> <p>640th</p> <p>650th</p> <p>660th</p> <p>670th</p> <p>680th</p> <p>690th</p> <p>700th</p> <p>710th</p> <p>720th</p> <p>730th</p> <p>740th</p> <p>750th</p> <p>760th</p> <p>770th</p> <p>780th</p> <p>790th</p> <p>800th</p> <p>810th</p> <p>820th</p> <p>830th</p> <p>840th</p> <p>850th</p> <p>860th</p> <p>870th</p> <p>880th</p> <p>890th</p> <p>900th</p> <p>910th</p> <p>920th</p> <p>930th</p> <p>940th</p> <p>950th</p> <p>960th</p> <p>970th</p> <p>980th</p> <p>990th</p> <p>1000th</p>	<p>Job Number:</p> <p>2006_03</p> <p>Drawn by: JCH</p> <p>Checked by: JCH</p> <p>Date: 01-10-06</p> <p>Revisions</p>
	<p>74</p>			

NINO'S ITALIAN EATERY LEASE

1. **PARTIES.** This Nino's Italian Eatery Lease (this "Lease"), dated, for reference purposes only, on this _____ day of _____, 2005, is made by and between NIRO Properties, LLC ("Landlord") and NIRO Restaurants, Inc. ("Tenant").

2. **PREMISES.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, for the term, at the rental and upon all the conditions set forth herein, all of Lot 1, Block 4, SOUTHRIDGE SUBDIVISION, according to the official plat thereof, filed under Plat Number 69-130, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

3. **TERM.** The Lease term shall commence December 1, 2005 and end on December 1, 2010. In the event Landlord is unable to deliver possession of the Premises within one hundred eighty (180) days from the date of the execution of this Lease, Landlord shall not be liable for any damage caused thereby, but in such event either Tenant or Landlord may cancel this Lease by giving the other party written notice within ten (10) days after expiration of one hundred and eighty (180) days of Lease execution.

Tenant shall have two (2) options to extend the term of this Lease for five (5) years. Tenant shall provide Landlord with notice of Tenant's election to exercise the option prior to the expiration of the original term. The terms and conditions of this Lease shall be in effect during the option period, except rent shall be renegotiated by the parties to be a fair rent for the option period.

4. MINIMUM RENT.

4.1 Minimum Rent. Tenant shall pay to Landlord as minimum rent for the Premises monthly installments in the amount of three thousand two hundred fifty dollars (\$3,250.00) from January 1, 2006 through June 1, 2006. Commencing on July 1, 2006, Tenant shall pay the sum of \$4,250 per month. All rents payable under this Lease shall be payable in monthly installments, on the first (1st) day of each month. Rent for any period which is for less than one (1) month shall be a pro rata portion of the monthly installment. Rent shall be payable without notice or demand and without deduction, offset or abatement except as expressly provided by state law, to Landlord at the address stated herein or to such other persons or at such other places as Landlord may designate in writing. In addition to the aforesaid rent, Tenant shall pay, on Landlord's demand, any amounts due and owing under that certain Promissory Note dated December 20, 2005 between NIRO Properties, LLC and Roberto Recine.

5. **USE.** The Premises shall be used and occupied only for the operation of a restaurant and shall be used for no other purpose without the prior written consent of Landlord. No act shall be done in or about the Premises that is unlawful or that will increase the rate of insurance on the Premises. Tenant will not commit or allow to be committed any waste upon the Premises or any public, private, or mixed nuisance or other act or thing which disturbs the quiet enjoyment of any adjoining property. Tenant shall comply with all laws relating to its use of the Premises and shall observe such reasonable

rules and regulations as may be adopted and published by Landlord for the safety, care and cleanliness of the Premises and for the preservation of good order therein.

6. UTILITIES, SERVICES, MAINTENANCE, REPAIRS & ALTERATIONS.

6.1 Landlord's Obligations. Subject to the provisions of Article 8 and except for damage caused by the negligence or intentional act or omission of Tenant or Tenant's agents, employees or invitees, Landlord, at Landlord's expense, shall keep in good order, condition and repair the foundations and structural portions of the exterior walls and roof of the Premises.

6.2 Tenant's Obligations.

(a) Tenant shall pay all costs for electric, water/wastewater, waste disposal, snow removal, telephone, janitorial services, and all other utilities for the Premises.

(b) Except as provided in paragraph 6.1, Tenant at its cost shall maintain, in good condition, all portions of the Premises, including, without limitation, all fixtures, air conditioning and heating equipment located on the Premises, the storefront, all signs, locks, doors, floors and floor coverings, all glass, both exterior and interior, ceilings, walls, electrical, mechanical, exposed plumbing and lighting. Any broken glass shall be promptly replaced by Tenant. Upon surrender of the Premises, Tenant shall deliver the Premises to Landlord in good order, condition and repair, reasonable wear and tear excepted.

(c) Tenant has inspected the leased Premises and accepts them in their present AS IS condition, except for the tenant improvement work that Landlord has agreed to perform which is specified in paragraph 6.4 (b) herein. Tenant, at Tenant's expense, shall comply promptly with all applicable laws, ordinances, and regulations now in force or which may hereinafter be in force, which shall impose any duty upon Landlord or Tenant with respect to the use, occupation or alteration of the Premises.

(d) Tenant shall, at the expiration or termination of this Lease, surrender and deliver up the Premises to Landlord in as good condition as when received by Tenant from Landlord or as thereafter improved, reasonable use, wear and tear excepted. Tenant shall repair any damage to the Premises occasioned by its use thereof or by the removal of Tenant's trade fixtures, furnishings and equipment, which repair shall include but not be limited to the patching and filling of holes and repair of structural damage.

6.3 Landlord's Rights. If Tenant fails to perform Tenant's obligations under this Article 6 Landlord may (but shall not be required to) enter upon the Premises after seven (7) days prior written notice to Tenant and put the same in good order, condition and repair or otherwise cure the default, and the cost of such action plus a ten percent (10%) administrative fee shall become due and payable as additional rent to Landlord together with Tenant's next rental installment.

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

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

8. **FIRE OR OTHER CASUALTY.** If the Premises shall be damaged by fire, the elements, unavoidable accident or other casualty, but are not thereby rendered untenable in whole or in part, Landlord shall, as soon as practicable, at its own expense cause such damage to be repaired, and all rent and additional charges shall not be abated. If by reason of such occurrence, the Premises shall be rendered untenable in part, Landlord shall promptly at its own expense cause the damage to be repaired, and the rent meanwhile shall be abated proportionately as to the portion of the Premises rendered untenable. If by reason of such occurrence the Premises shall be rendered wholly untenable, Landlord shall, as soon as is practicable, at its own expense cause such damage to be repaired and the rent meanwhile shall be abated in whole, unless within sixty (60) days after such occurrence Landlord shall give Tenant written notice that it has elected not to reconstruct the destroyed Premises, in which event this Lease Agreement and the tenancy hereby created shall cease as of the date of such occurrence and the rent is to be adjusted as of such date. Should the work not be completed within one hundred twenty (120) days, and provided Tenant is not in default of this Lease, Tenant shall have the right to terminate this Agreement by written notice to Landlord.

9. **ADVERTISING, SIGNS AND WINDOWS.** Tenant shall install, at Tenant's cost and expense, appropriate signage visible from the property, and such other signage as tenant deems advisable. Tenant will pay the costs associated with the signage, will remove the same at the expiration or sooner termination of this Lease, and shall repair any damage to the Premises caused thereby. Tenant shall use window coverings that conform to standards which may be set by Landlord from time to time.

10. TAXES.

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

10.2 Real Property Taxes. Tenant shall pay or cause to be paid before delinquency any and all taxes levied or assessed on the Premises.

10.3 Other Taxes. The Tenant shall pay all other taxes payable in connection with the use, occupancy or conduct of business on its part of the Premises including, but not limited to, all business, privilege, license, sales, use and occupation taxes (but excluding state and federal income taxes payable by the Landlord) and assessments and other governmental impositions of every kind.

10.4 Tax on Rent. In the event that any taxing authority imposes a tax or surcharge or the like on rent, said tax shall be paid by Tenant.

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

12. LIENS AND INSOLVENCY. Tenant shall keep the Premises free from any liens arising out of any work performed, materials ordered, or obligations incurred by Tenant. If Tenant becomes insolvent or voluntarily or involuntarily bankrupt or if a receiver, assignee or other liquidating officer is appointed for the business of Tenant and if the receivership, assignment or other liquidating action is not terminated within ten (10) days of any such appointment, then Landlord may terminate this Lease and Tenant's right of possession under this Lease, at Landlord's option. Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord in the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to Tenant by this instrument.

13. CONDEMNATION. If all or part of the Premises are taken under power of eminent domain, or sold under the threat of the exercise of said power, this Lease shall terminate as to the part so taken as of the date that either the condemning authority takes possession or the property is sold. Landlord shall be entitled to an award for the taking of

all or part of the Premises under the power of eminent domain (including any award for diminution of value of the leasehold, severance damages of the like) and/or proceeds from a sale made under threat of the exercise of such power. Tenant shall be entitled only to any award for loss of or damage to Tenant's trade fixtures and removable personal property and moving expenses or any portion of the condemnation award attributable to relocation cost or interruption/loss of its leasehold rights.

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

14.1 Vacation of Premises. Tenant shall be deemed to have vacated or abandoned the Premises if Tenant fails to be open for business for five (5) consecutive days.

14.2 Failure to Provide Rent. The failure by Tenant to provide rent as described in Section 4.1 or any other payment required to be made by Tenant hereunder as and when due where such failure shall continue for a period of seven (7) days after written notice thereof by Landlord to Tenant;

14.3 Failure to Perform Covenants. The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed by Tenant, where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant.

15. REMEDIES. On the occurrence of any event of default specified in Paragraph 14 hereof, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(A) Landlord may, at its election, terminate this Lease or terminate Tenant's right to possession only, without terminating this Lease.

(B) Upon termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Tenant's right to possession without termination of this Lease, Tenant shall surrender possession and vacate the Premises immediately and deliver possession thereof to Landlord. Tenant hereby grants to Landlord full and free license to enter into and upon the Premises in such event with or without process of law, to repossess Landlord of the Premises, to expel or remove Tenant and any others who may occupy or be within the Premises, and to remove any and all property therefrom, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, without incurring any liability for any damage resulting therefrom, Tenant hereby waiving any right to claim damage for such re-entry and expulsion, and without relinquishing Landlord's right to rent or any other right given to Landlord hereunder or by operation of law.

(C) Upon any termination of this Lease, whether by lapse of time or otherwise, Landlord shall be entitled to recover (i) the worth at the time of the award of the unpaid rent (including any amounts treated as additional rent) that had been earned at the time of termination; (ii) the worth at the time of the award of the amount by which the

unpaid rent (including any amounts treated as additional rent) that would have been earned after the date of termination until the time of award exceeds the amount of the loss of rent for the same period that Tenant proves could have been reasonably avoided; (iii) the worth at the time of the award of the amount by which the unpaid rent (including a reasonable estimate of additional rent) for the balance of the term exceeds the amount of the loss of rent for the same period that Tenant proves could have been reasonably avoided; and (iv) any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default. "The worth at the time of the award," as used in parts (i) and (ii) of this subparagraph, is to be computed by allowing interest at the rate of ten percent (10%) per annum. "The worth at the time of the award," as referred to in part (iii) of this subparagraph, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award.

(D)(i) Upon any termination of Tenant's right to possession only without termination of this Lease, Landlord may, at Landlord's option enter into the Premises, remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof as provided in subparagraph (B) above, without such entry and possession terminating this Lease or releasing Tenant, in whole or in part, from any obligation, including Tenant's obligation to pay the rent, including any amounts treated as additional rent hereunder, for the full term.

(ii) Upon termination of Tenant's right to possession, Landlord shall use its best efforts to relet the Premises or any part thereof for such reasonable rent and terms as Landlord shall determine (including, but not limited to, the right to relet the Premises for a greater or lesser term than that remaining under this Lease, the right to relet the Premises as a part of a larger area, and the right to change the character or use made of the Premises). In any such case, Landlord may make repairs, alterations and additions in or to the Premises, and redecorate the same to the extent Landlord deems necessary or desirable, and Tenant shall, upon demand, pay the cost thereof, together with Landlord's expenses of reletting, including, without limitation, any broker's commission incurred by Landlord. If the consideration collected by Landlord upon any such reletting plus any sums previously collected from Tenant are not sufficient to pay the full amount of all rent, including any amounts treated as additional rent hereunder and other sums reserved in this Lease for the remaining term hereof, together with the costs of repairs, alterations, additions, redecorating, advertising, and Landlord's expenses of reletting and the collection of the rent accruing therefrom (including attorney's fees and broker's commissions), Tenant shall pay to Landlord the amount of such deficiency upon demand and Tenant agrees that Landlord may file suit to recover any sums falling due under this subpart from time to time.

(E) Landlord may, at Landlord's option, enter into and upon the Premises, with or without process of law, if Landlord determines in its sole discretion that Tenant is not acting within a commercially reasonable time to maintain, repair or replace anything for which Tenant is responsible hereunder and correct the same, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without incurring any liability for any damage resulting therefrom and Tenant agrees to

reimburse Landlord, on demand, as additional rent, for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease.

(F) Any and all property which may be removed from the Premises by Landlord pursuant to the authority of this Lease or of law or in equity, to which Tenant is or may be entitled, may be handled, removed and stored, as the case may be, by or at the direction of Landlord at the risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. Any such property of Tenant not retaken by Tenant from storage within thirty (30) days after removal from the Premises shall conclusively be presumed to have been conveyed by Tenant to Landlord under this Lease as a bill of sale without further payment or credit by Landlord to Tenant.

In the event Tenant fails to pay any installment of rent, including any amount treated as additional rent hereunder, or other sums hereunder as and when such installment or other charge is due, Tenant shall pay to Landlord on demand a late charge in an amount equal to ten percent (10%) of such installment or other charge overdue in any month and ten percent (10%) each month thereafter until paid in full to help defray the additional cost to Landlord for processing such late payments, and such late charge shall be additional rent hereunder and the failure to pay such late charge within ten (10) days after demand therefor shall be an additional event of default hereunder. The provision for such late charge shall be in addition to all of Landlord's other rights and remedies hereunder or at law or in equity and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or equity (all such remedies being cumulative), nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent, additional rent or other sum due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. No agreement to terminate this Lease or an acceptance of the surrender of the Premises shall be valid unless in writing signed by Landlord. No judicial action shall be necessary to terminate this Lease. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Landlord's acceptance of the payment of rental, including any amount treated as additional rental, or other sums hereunder after the occurrence of an event of default shall not be construed as a waiver of such default, unless Landlord so notifies Tenant in writing. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or of Landlord's right to enforce any such remedies with respect to such default or any subsequent default. If, on account of any breach or default by Tenant in Tenant's obligations under the terms and conditions of this Lease, it shall become necessary or appropriate for Landlord to employ or consult with an attorney concerning this Lease or enforce or defend any of

Landlord's rights or remedies hereunder, Tenant agrees to pay any attorney's fees so incurred.

16. **PRIORITY.** Tenant agrees that this Lease shall be subordinate to any mortgages or deeds of trust now or at any time hereafter constituting a lien upon the Premises containing the same, to any and all advances to be made thereunder, and to the interest thereon, and to all renewals, replacements and extensions thereof; provided that the mortgagees or the beneficiaries named in said mortgages or deeds of trust shall agree to recognize this Lease in the event of foreclosure if Tenant is not in default hereunder and if Tenant attorns to the mortgagee. Within ten (10) days after written request from Landlord, Tenant shall execute any documents that may be necessary or desirable to effectuate the subordination of this Lease to any such mortgages or deeds of trust and shall execute estoppel certificates as requested by Landlord from time to time in the standard form of any such mortgagee or beneficiary.

17. **PARKING AND COMMON AREAS.**

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

17.2 Tenant's Rights. Tenant, for the use and benefit of itself and its agents, employees, customers, and licensees, shall have the non-exclusive right in common with Landlord and other present and future owners and tenants and their agents, employees, customers, and licensees to use said common and parking areas during the entire term of this Lease for ingress, egress and automobile parking. Notwithstanding the foregoing, Landlord shall have the right to require Tenant and Tenant's employees to park outside of the common parking areas during peak business times, such as the Christmas season, or similar times when the common parking areas may be subject to maximum use by customers of the stores in the Premises.

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

18. **ENERGY CONSERVATION LEGISLATION.** In the event that any legislative enactment or decree of governmental authority shall require fundamental changes in the heating, lighting and electrical systems or the fuel or power source utilized by such systems, Landlord reserves the right, at any time and from time to time, to make changes in, additions to, subtractions from or rearrangements of the Premises and the common areas of the Premises to accommodate the required changes to the said systems or conversion to a different fuel or power source; and to erect, use and maintain wiring,

mains, pipes, conduits and other means of distributing heat to the Premises; and Landlord and all persons authorized by it shall have the right, from time to time, to enter upon the Premises for the purpose of access thereto for installation, maintenance and repair, and such entry shall not be deemed to be an interference with Tenant's possession under this Lease.

In the event Landlord is obligated to carry out such conversion, Tenant agrees to cooperate with Landlord in changing the said heating, lighting and electrical systems and installing and operating said central heating systems and to utilize the said central heating system in the place and stead of Landlord's existing heating system. Such repairs, alterations, additions or improvements shall be effected at such times and in such manner as to cause as little interruption to Tenant as possible. So long as Landlord shall not interfere with Tenant's business in the Premises more than is reasonably necessary in the conduct of such repairs, changes, improvements and alterations, Tenant shall not have any right to object. All of the alterations, improvements, repairs or additions mentioned in this paragraph made in compliance with and by reason of legislative enactment or decree of governmental authority shall be made without any claim for damages or indemnification against Landlord or diminution or abatement of rent.

19. HAZARDOUS SUBSTANCE DISCLOSURE. Tenant shall promptly disclose to Landlord, in writing, if Tenant knows, or has reasonable cause to believe, that any toxic, dangerous or hazardous substance, as those terms are defined under federal, state, or local law, has come to be located in, or, about, over, or beneath the Premises. In addition, Tenant shall execute a written statement to Landlord no later than thirty (30) days after the end of the Lease describing in detail any and all toxic, dangerous, or hazardous substances, as those terms are defined under federal, state, or local law, which Tenant knows, or has reasonable cause to believe, have come to be located in, on, about, over, or beneath their Premises, or that there are not toxic, dangerous, or hazardous substances in, on, about, over, or beneath the Premises. Tenant shall not generate, store, deposit, dispose of, or release Hazardous Materials in, on, under, over, or around the Premises without the prior written consent of the Landlord. Tenant shall not incorporate lead, asbestos, or PCB's into any alterations, additions, or improvements in the Premises without the prior written consent of Landlord.

In addition to any indemnification to which Landlord is entitled elsewhere under this Lease, which indemnification is not limited in any way by this subsection, Tenant agrees to indemnify, defend, and hold Landlord harmless from and against any loss, damage, liability, cost, or expense, including reasonable attorneys' fees and consultants' fees, and including, without limitation, (i) any claims of third parties for personal injury, property damage, or other harm; (ii) any response costs and/or costs of remedial, restoration or cleanup actions suffered or incurred by Landlord arising out of or related to the presence of Hazardous Materials in, on, under, over, or around the Premises, or due to the incorporation of such materials by substances, materials, or wastes, including, but not limited to, any substance, material, or waste which is (i) petroleum; (ii) asbestos; (iii) polychlorinated biphenyl's (PCB's); (iv) designated as "Dangerous Waste" or "Extremely Hazardous Waste" by the State of Alaska under authority of Title 46, Alaska Statutes and associated regulations; (v) designated as a "Hazardous Substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.

Section 6901, et. seq.; (vii) designated as "Hazardous Substance" under the Clean Water Act, 33 U.S.C. Section 1321 or listed pursuant to 33 U.S.C. Section 1317; (viii) listed by the U.S. Department of Transportation at 49 C.F.R. Section 172.101 or by the U.S. Environmental Protection Agency under 40 C.F.R. Section 302; and (ix) any other substance, waste or materials which is regulated as hazardous or dangerous by any federal, state, or local agency.

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

21. **SURRENDER OF POSSESSION.** Upon termination of this agreement, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord.

22. **HOLDING OVER.** If Tenant shall, without the written consent of Landlord, hold over after the expiration of the term of this Lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated by either party upon thirty (30) days written notice. During such tenancy, Tenant agrees to pay Landlord rent at the rate of one hundred twenty-five percent (125%) of the rental as set forth herein, unless a different rate shall be agreed upon and to be bound by all of the terms, covenants and conditions herein specified, so far as applicable.

23. **ASSIGNMENT AND SUBLETTING.**

23.1 Landlord's Consent Required. Tenant shall not assign this Lease nor sublet the whole or any part of the Premises to any person or entity, and any such assignment or subletting shall be void. As used herein the term "Assignment" includes without limitation transfers to a subsidiary or affiliated entity, by restructuring of a limited partnership, transfers of interest by or between individual partners if Tenant is a partnership, transfers of stock by stockholders if Tenant is a corporation, and any assignment in connection with any corporate merger/consolidation.

23.2 No Release of Tenant. Even if Landlord consents to an assignment or sublease, Tenant shall remain primarily responsible to pay the rent and to perform all of Tenant's other obligations under this Lease. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting.

24. **NOTICES.** All notices under this Lease shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, to Landlord at the same place rent payments are made and to Tenant at the Premises or to such other respective addresses as may hereafter be designated by either party in writing.

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

26. LANDLORD'S ACCESS. Landlord and its agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting it, showing it to prospective purchasers or lenders and making such repairs as Landlord may deem necessary or desirable. Landlord may, at any time, place on or about the Premises any ordinary "For Lease" signs and may, during the last thirty (30) days of the term of this Lease, place on or about the Premises any ordinary "For Sale or Lease" signs, without rebate of rent or liability to Tenant.

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

28. REMOVAL OF PROPERTY. If Tenant shall fail to remove any of its property of any nature whatsoever from the Premises at the termination of this Lease or when Landlord has the right of reentry, Landlord may, at its option, remove and store said property without liability for loss thereof or damage thereto, such storage to be for the account and at the expense of Tenant. If Tenant shall not pay the cost of storing any such property after it has been stored for a period of thirty (30) days or more, Landlord may, at its option, sell or permit to be sold any or all of such property at public or private sale, in such manner and at such times and places as Landlord in its sole discretion may deem proper, without notice to Tenant, and shall apply the proceeds of such sales as follows: first, to the cost and expenses of such sale, including reasonable attorneys' fees actually incurred; second, to the payment of the costs or charges for storing any such property; third, to the payment of any other sums of money which may then be or thereafter become due Landlord from Tenant under any of the terms hereof; and forth, the balance, if any, to Tenant.

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

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

representation or warranty as to the suitability of the Premises for the conduct of Tenant's business.

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

32. TENANT'S STATEMENT. Tenant shall, at any time and from time to time, upon not less than ten (10) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing: (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect) and the date to which the rental and other charges are paid in advance, if any; (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder or specifying what such defaults, if any, are claimed; and (c) setting forth the date of commencement of rents and expiration of the term hereof. Any such statement may be relied upon by the prospective purchaser or encumbrance of all or any portion of the real property of which the Premises are a part.

33. AGENCY/BROKER DISCLOSURE. Tenant represents and warrants to Landlord that Tenant has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution, or delivery of this Lease and Tenant agrees to indemnify, defend and hold Landlord harmless from and against any loss, cost, liability, or expense incurred by Landlord as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant.

34. SEVERABILITY. If any clause or term of this Lease shall be deemed invalid by any court of law, the enforceability of the remaining clauses and terms of the Lease shall be unaffected.

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

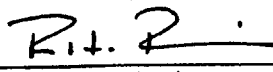
IN WITNESS WHEREOF, the parties hereto have executed this Lease on the dates set forth below their respective signatures.

//

//

Landlord:

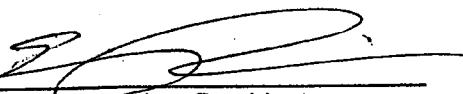
NIRO Properties, LLC

By: 
Roberto Recine
Member

Date: 12-22-05

Tenant:

NIRO Restaurants, Inc.

By: 
Ennio Recine, President
NIRO Restaurants, Inc.

Date: 12-22-05



**ITALIAN EATERY – PIZZA
&
TAKE OUT**

**Open 7 Days
We Deliver**

**WE SPECIALIZE IN
CATERING
FOR ALL OCCATIONS**

Ask For Our Catering Menu

WE DELIVER

**LOCATED
CORNER OF 36TH AND NEW SEWARD**

PHONE 336-NINO (6466)

FAX 336-6467

WWW.NINOS.COM

APPETIZERS & SIDES

BAKED CLAMS	9.75
FRIED CALAMARI.....	9.95
FRIED ZUCCHINI.....	6.50
BRUSCHETTA on TOAST	
TOMATO MOZZARELLA	
GARLIC BREAD <i>w/MELTED MOZZARELLA</i>	
GARLIC KNOTS	
SAUTEED BROCCOLI <i>garlic and oil</i>	
SAUTEED SPINACH <i>garlic and oil</i>	
MEATBALLS <i>in tomato sauce</i>	
SAUSAGE <i>in tomato sauce</i>	

SOUPS & SALADS

PASTA FAGIOLI	
CHICKEN NOODEL	
LENTIL	
GARDEN SALAD <i>lettuce, tomato, cucumber, red onions, olives</i>	
HOUSE SALAD <i>garden salad with fresh mozzarella, roasted peppers, artichoke hearts, marinated mushrooms</i>	
ANTIPASTO SALAD <i>house salad with salami, provolone, cappicola</i>	
CHICKEN CAESER SALAD	

CALZONES & THINGS

CHICKEN, SAUSAGE, SPINACH, BROCCOLI ROLLS	
STROMBOLI ROLLS <i>salami, pepperoni, cappicola, provolone</i>	
CALZONE <i>mozzarella, ricotta, romano cheese</i>	
FAMILY PARMIGIANA ROLLS 14" LONG (serves 4 to 6)	
<i>Choice of: Chicken, sausage & peppers, eggplant, broccoli, spinach</i>	

ENTREES

(SERVED WITH BREAD AND PASTA OR SALAD)

CHICKEN

- PARMIGIANA** *breaded chicken w/melted mozzarella and tomato sauce*
FRANCESE *sautéed chicken in a butter, lemon, and wine sauce*
MARSALA *sautéed chicken in a butter in marsala wine sauce*
BRUSCHETTA *breaded chicken chopped tomato, onion, garlic w/ balsamic vinaigrette*
PEPPERS *sautéed Chicken w/ peppers, onion, and marinara sauce*
MUSHROOMS *sautéed Chicken, marinara sauce*
VERDE *sautéed chicken with cappicola, spinach and melted mozzarella*

VEAL

- PARMIGIANA** *breaded Veal w/melted mozzarella and tomato sauce*
FRANCESE *sautéed Veal in a butter, lemon, and wine sauce*
MARSALA *sautéed Veal in a butter and marsala wine sauce*
BRUSCHETTA *breaded Veal chopped tomato, onion, garlic w/ balsamic vinaigrette*
PEPPERS *sautéed Veal w/ peppers, onion, in marinara sauce*
MUSHROOMS *sautéed Veal, marinara sauce*
VERDE *sautéed Veal with cappicola, spinach and melted mozzarella*

SEAFOOD

- SHRIMP PARMIGIANA** *breaded Shrimp w/melted mozzarella and tomato sauce*
SHRIMP SCAMPI MARECHIARA *white wine in a light red sauce*
SHRIMP FRA DIAVOLO *sautéed shrimp and clams in a spicy marinara*
CALAMARI ARIBIATA *fried calamari tossed in a spicy marinara*

EGGPLANT & SAUSAGE

- PARMIGIANA** *breaded eggplant w/melted mozzarella and tomato sauce*
ROLLATINI *breaded eggplant stuffed w/ mozzarella, ricotta, romano cheese*
BRUSCHETTA *breaded Eggplant chopped tomato, onion, garlic w/ balsamic vinaigrette*
SAUSAGE AND PEPPERS
SAUSAGE & MUSHROOMS MARINARA

PASTAS

TRADITIONAL ITALIAN TOMATO SAUCE

SPAGHETTI & MEATBALLS IN TOMATO SAUCE

SPAGHETTI & ITALIAN SAUSAGE IN TOMATO SAUCE

PENNE BOLOGNESE *meat sauce with a light cream*

LINGUINE MARINARA *chunky plum tomato sauce*

SPAGHETTI AGLIO E OLIO *fresh garlic and olive oil*

PENNE BROCCOLI AGLIO E OLIO *fresh broccoli in garlic and olive oil*

RIGATONI ALLA NINO *fresh broccoli sautéed chicken, sausage in a garlic sauce*

RIGATONI ALLA VODKA

CAPPELLINI DI POMODORO *plum tomato sautéed with basil*

FETTUCINE ALFREDO

LINGUINE CLAM SAUCE *diced fresh clams sautéed with fresh garlic and oil*

CALAMARI MARINARA *sautéed calamari in a fresh marinara sauce*

SEAFOOD MARECHIARA *fresh clams, calamari & shrimp in a light marinara sauce*

HOMEMADE BAKED MANICOTTI

BAKED ZITI

HOMEMADE MEAT LASAGNA

HERO'S

CHICKEN PARMIGIANA

CHICKEN SUPREME *breaded chicken cutlet, ham, melted cheese*

CHICKEN BRUSCHETTA *chopped tomato, onion, garlic, balsamic vinegar*

VEAL PARMIGIANA

VEAL BRUSCHETTA

SAUSAGE PARMIGIANA

MEATBALL PARMIGIANA

EGGPLANT PARMIGIANA

SHRIMP PARMIGIANA

ZUCCHINI & EGG

SAUSAGE & EGG

FRESH MOZZARELLA, TOMATO, AND ROASTED PEPPERS

SUPER SPECIAL *salami, pepperoni, cappicola, provolone, lettuce, tomato, onion, oil and vinegar*

WAIST WATCHER *turkey, lettuce, tomato, & onion*

PIZZA

NEAPOLITAN

SICILIAN

18" ROUND LG. PIE.....12.95

16" SQUARE LG. PAN PIE.....16.95

16" SQUARE THIN PAN.....16.95

TOPPINGS

SAUSAGE, MEATBALL, PEPPERONI, ONIONS,

MUSHROOM, PEPPERS, ANCHOVY, SESAME CRUST

FIRST TOPPING 3.00 EACH ADDITIONAL TOPPING 2.00

1/2 TOPPING 2.00

EGGPLANT, BROCCOLI, SPINACH, SUNDRIED TOMATOES 4.50

1/2 TOPPING 3.50

PERSONAL PIZZA

PERSONAL PIE.....	8.95
TOPPINGS 1.50 EACH HALF TOPPING 1.00 EACH	
PERSONAL PIE W/ ANY 3 TOPPINGS.....	12.50
ANY 2 TOPPINGS.....	12.00
ALL GOURMET PIZZAS AVAILABLE IN	
PERSONAL SIZE.....	14.99

PIZZA - BY THE SLICE

NEAPOLITAN.....2.50 SICILIAN.....3.00 GOURMET.....4.00

GOURMET PIZZA (LARGE)

18" ROUND

SALAD PIE

BIANCA (*White*)

W/ Broccoli or Spinach

BAKED ZITI

EGGPLANT ROLLATINI *Eggplant, Ricotta, Mozzarella*

CHICKEN PARMIGIANA

CHICKEN CAESER SALAD

CHICKEN BRUSCHETTA

16" SQUARE THIN PAN

FILETTO *fresh mozzarella and marinara sauce*

TOMATO MOZZARELLA

SAUTEED MUSHROOM

BRUSCHETTA

GRANDMA PIZZA

PRIMAVERA

STUFFED PAN PIZZA *primavera or meat*

5

POSTING AFFIDAVIT

6

HISTORICAL INFORMATION

Alcohol Extract from List Report

Case Number: 2006-049

Description: 1000 foot alcohol list

Parcel Business Name	Parcel Owner Name - Applicant Name	Parcel Owner Address Business Address	City - Lic. Number	State - Lic. Zone	Zip - Lic. Type
00323217000 Yen King	MA JAMES Y & LENA Ma, James & Lena	3501 OLD SEWARD HIGHWAY 3501 Old Seward Hwy	ANCHORAGE 2930	AK B3	99503 Restaurant/Eating Place
00323218000 Thai House Restaurant	NIRO PROPERTIES LLC Praethong, Tom S.	12800 CUMBERLAND CIRCLE 830 E. 36th Ave.	ANCHORAGE 3057	AK B3	99516 Restaurant/Eating Place
00324128000 AMVETS Post #2	AMERICAN VETERANS AMVETS Post #2 Inc	875 E 38TH AVENUE 855 E. 38th Ave.	ANCHORAGE 2943	AK B3	99503 Club
00324129000 Lion's Den, The	THE NEW LION, LLC New Lion, The, LLC	1000 E 36TH AVENUE 1000 E. 36th Ave.	ANCHORAGE 658	AK B3	99508 Beverage Dispensary Tour
00905222000 The Moment	REDZEPI DEMIR Han Mi, Inc.	601 W 47TH AVENUE #1 3230 Seward Hwy	ANCHORAGE 430	AK B3	99503 Beverage Dispensary
00905223000 Top of the Moment	REDZEPI DEMIR Han Mi, Inc.	601 W 47TH AVENUE #1 3230 Seward Hwy	ANCHORAGE 431	AK B3	99503 Beverage Dispensary Dup
00905230000 Peter's Sushi Spot	LEE AE KYONG Park, Peter Yeonwoo	2861 BELUGA BAY CIRCLE 3337 Fairbanks St.	ANCHORAGE 1866	AK B3	99507 Restaurant/Eating Place
00905230000 Uncle Joe's Pizzeria	LEE AE KYONG Uncle Joes, Inc.	2861 BELUGA BAY CIRCLE 3401 E Tudor Rd	ANCHORAGE 4293	AK B3	99507 Restaurant/Eating Place
00908203000 Yamatoya Restaurant	REID PAUL L Yamato, Inc.	7001 TREE TOP CIRCLE 3700 Old Seward Hwy	ANCHORAGE 1617	AK B3	99507 Restaurant/Eating Place

2006 049 alcohol 1000 feet

Wed Mar 08, 09:23:40, 2006

Map: Parcels--Basic Layers



Scale 1:10000

Legend:



ALCOHOL

Txt

COUNCIL_NAME

Txt

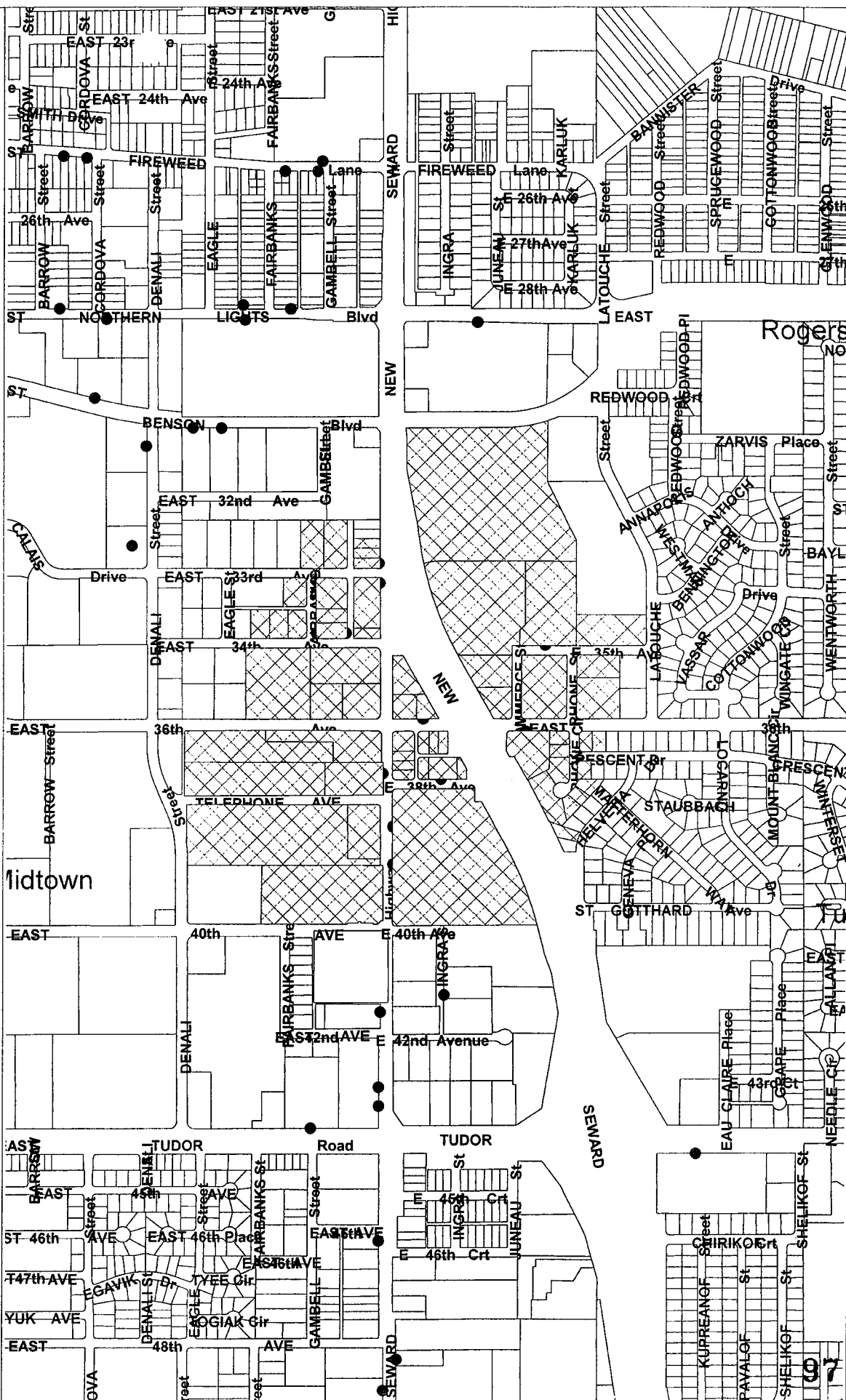
STRNAME_BI_L



PARCELS

CityView™

Municipal Software Corporation



2006 049 alcohol in area

Wed Mar 08, 09:22:20, 2006

Map: Parcels--Basic Layers



Scale 1:8000

Legend:



ALCOHOL

Txt

COUNCIL_NAME

Txt

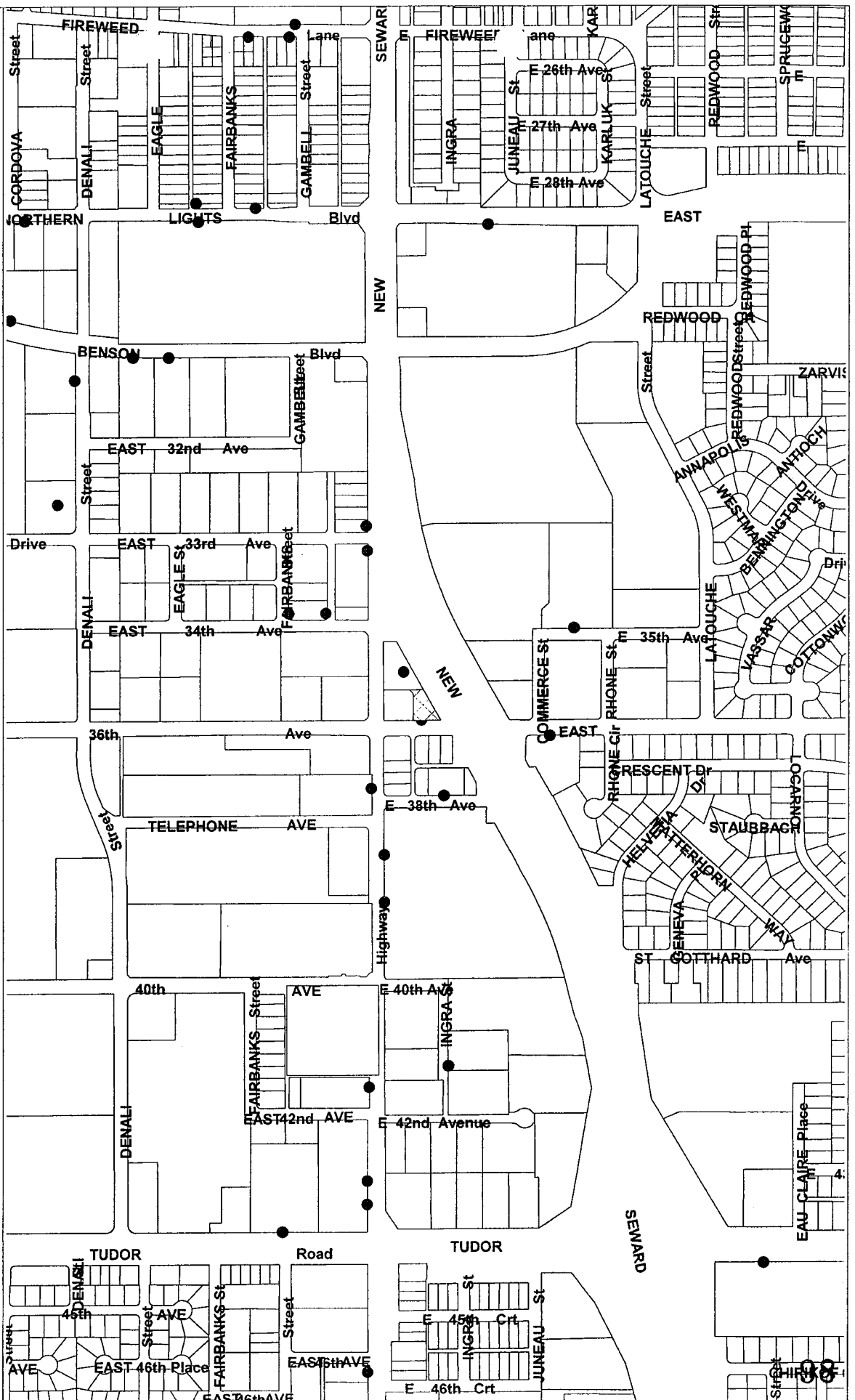
STRNAME_BLI



PARCELS

CityView™

Municipal Software Corporation



PARCEL INFORMATION

APPRAISAL INFORMATION

Legal SOUTHRIDGE
BLK 4 LT 1

Parcel 003-232-18-000
Owner NIRO PROPERTIES LLC

#



Descr RESTAURANT
Site Addr 831 E 36TH AVE

12800 CUMBERLAND CIRCLE
ANCHORAGE AK 99516 0000

RELATED CAMA PARCELS

Related Parcel(s)	XRef Type	Leased Parcels

Cross Reference (XRef) Type Legend

Econ. Link	Replat	Uncouple
E = Old to New	R = Old to New	U = Old to New
I = New to Old	F = New to Old	Q = New to Old
Renumber	Combine	Lease
N = New to Old	C = New to Old	L = GIS to Lease
X = Old to New	P = Old to New	M = Lease to GIS

Get "Type" explanation

Bring up this form focused on the related parcel

REZONE



Case Number 2006-049 # of Parcels 1 Hearing Date 03/08/2006
Case Type Assembly conditional use for a restaurant serving alcohol
Legal An Alcoholic Beverage Conditional Use for a Restaurant License at the Nino's Italian Eatery. Southridge Subdivision, Block 4, Lot 1. Located at 831 E 36th Avenue.

PLAT



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

PERMITS



Permit Number 06 5040
Project NINO'S ITALIAN EATERY
Work Desc change of ownership with tenant improvements to change out equipment
Use A-2 ASSEMBLY, RESTAURANTS, BAR

BZAP



Action No.	Status
Action Date	Type
Resolution	

ALCOHOL LICENSE



Business	Thai House Restaurant	Applicants Name	Praethong, Tom S.
Address	830 E. 36th Ave. Anchorage, AK 99503	Conditions	AM 868-90
License Type	Restaurant/Eating Place		
Status	Valid/Active		

PARCEL INFORMATION

OWNER
NIRO PROPERTIES LLC

12800 CUMBERLAND CIRCLE
ANCHORAGE AK 99516 0000

Deed 2005 0088398
CHANGES: Deed Date Dec 09, 2005
Name Date Dec 22, 2005
Address Date Dec 22, 2005

PARCEL
Parcel ID 003-232-18-000
Status
Renumber ID 000-000-00-00000
Site Addr 831 E 36TH AVE
Comm Concl MIDTOWN
Comments

01

TAX INFO
2006 Tax 5,002.65 Balance 0.00 District 001

LEGAL
SOUTHRIDGE
BLK 4 LT 1

Unit SQFT 16,126
Plat 690130
Zone B3 Grid SW1632

HISTORY

	Year	Building	Land	Total
Assmt Final	2004	150,200	144,400	294,600
Assmt Final	2005	155,500	151,600	307,100
Assmt Final	2006	153,700	180,400	334,100
Exemptions				0
State Credit				0
Tax Final				334,100

PROPERTY INFO

#	Type	Land Use
01	COMMERCIAL	RESTAURANT

SALES DATA

Mon	Year	Price	Source	Type

LAND & COMMON PARCEL INFORMATION

APPRAISAL INFORMATION

Legal SOUTHRIDGE
BLK 4 LT 1

Parcel 003-232-18-000

01 of 01

Owner NIRO PROPERTIES LLC

Site Addr 831 E 36TH AVE

12800 CUMBERLAND CIRCLE
ANCHORAGE AK 99516

LAND INFORMATION

Land Use RESTAURANT
Class COMMERCIAL
Living Units 000
Community Council 037 MIDTOWN
Entry: Year/Quality 01 1980 0
09 2002 INTERIOR
Access Quality GOOD
Access Type
Leasehold (Y=Leasehold)
Drainage GOOD
Front Traffic HIGH
Street PAVED CURB & GUTTER
Topography EVEN LEVEL
Utilities PUBLIC WATER PUBLIC SEWER
Wellsite N
Wet Land

CONDOMINIUM INFORMATION

Common Area 0
Undivided Interest 0.00

RESIDENTIAL INVENTORY

APPRAISAL INFORMATION

Legal SOUTHRIDGE
 Site Addr 831 E 36TH AVE
 Property Info # Descr RESTAURANT

Parcel 003-232-18-000 # 01 of 01

Owner NIRO PROPERTIES LLC

01

RESIDENTIAL STRUCTURE INFORMATION

Style Exterior Walls Year Built Remodeled Effective Year Built Heat Type Heat System Fuel Heat Type Extra Value Grade Cost&Design Factor Condition	Story Height Total Rooms Bed Rooms Recreation Rooms Full Baths Half Baths Additional Fixtures Fireplace Stacks Openings Free Standing E-Z Set Fireplace
---	---

AREA

1st Floor
 2nd Floor
 3rd Floor
 Half Floor
 Attic Area
 Recroom Area
 Basement
 Finished Basement
 Basement Garage
 Total Living Area

CONDOMINIUM INFO

Condo Style
 Condo Level

ADDITIONS

Basement	1st Floor	2nd Floor	3rd Floor	Area
<div style="border: 1px solid black; height: 60px;"></div>	<div style="border: 1px solid black; height: 60px;"></div>	<div style="border: 1px solid black; height: 60px;"></div>	<div style="border: 1px solid black; height: 60px;"></div>	<div style="border: 1px solid black; height: 60px;"></div>

OTHER BUILDINGS & YARD IMPROVEMENTS

Type	Qty	Yr Built	Size	Grade	Condition
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COMMERCIAL INVENTORY

APPRAISAL INFORMATION

Legal SOUTHRIDGE
BLK 4 LT 1

Parcel 003-232-18-000

01 of 01

01

Owner NIRO PROPERTIES LLC

Site Addr 831 E 36TH AVE
Prop Info # RESTAURANT

12800 CUMBERLAND CIRCLE
ANCHORAGE AK 99516

BUILDING INFORMATION

Structure Type RESTAURANT

Building SQFT 2,607

Year Built 1970

Grade C

Effective Year Built 1981

Property Information # 01

Building Number 01

Identical Units 01

Number of Units 000

INTERIOR DATA

Floor	Level	Partitions	Heat System	Air Conditioner	Plumbing	Physical Condition	Functional
01	01	NORMAL	HOT AIR	CENTRAL	ADEQUATE	NORMAL	NORMAL
02	02	BELOW NORMAL	HOT AIR	NONE	ADEQUATE	NORMAL	FAIR

EXTERIOR DATA

Floor	Level	Size	Perim	Use Type	Hgt	Wall Type	Const Type
01	01	2,037	188	RESTAURANT	10	CONC. BLOCK	FIRE RESISTANT
02	02	570	134	MULTI-USE STORAGE	07	FRAME T-111	WOOD JOIST(WD & STL)

BUILDING OTHER FEATURES - ATTACHED IMPROVEMENTS

Type	Qty	Size1	Size2
COOLER-FREEZER	01	40	1

OTHER BUILDINGS AND YARD IMPROVEMENTS

Type	Size/Amt	Units	Yr/Built	Condition	Funct/Utility
PAVING ASPHALT PK	12,000	01	1981	NORMAL	NORMAL

BUILDING PERMIT INFORMATION

APPRAISAL INFORMATION

Legal SOUTHRIDGE
BLK 4 LT 1

Parcel 003-232-18-000

01 of 01

01

Owner NIRO PROPERTIES LLC

Prop Info # RESTAURANT
Site Addr 831 E 36TH AVE

12800 CUMBERLAND CIRCLE
ANCHORAGE AK 99516

BUILDING PERMITS

Permit # 06 5040

Class Type C

Class Use A-2 ASSEMBLY, RESTAURANTS, BAR

Date Jan 19, 2006

Address 831 E 36TH AVE

Cond Occ/Occ 00000000 20060417

Certification

Contract Type GENERAL CONTRACTOR

Name OWNER

E-mail

Phone () -

Fax () -

Address 4700 S BRAGAW

City/State/Zip ANCHORAGE AK 99507-

Project NINO'S ITALIAN EATERY

Sewer / Water PUBLIC PUBLIC

Work Type ALTERATION

Work change of ownership with tenant improvements to change

Description out equipment

CASES

2006-049

Case Number 2006-049

of Parcels 1

Hearing Date Wednesday, March 08, 2006

PERMIT COMMENT

OWNER HISTORY

APPRAISAL INFORMATION Legal SOUTHRIDGE BLK 4 LT 1		Parcel 003-232-18-000	# 01 of 01	# <div style="border: 1px solid black; padding: 2px;">01</div>
Property Info # Descr RESTAURANT		Site Address 831 E 36TH AVE		

Current 12/09/05 NIRO PROPERTIES LLC 12800 CUMBERLAND CIRCLE ANCHORAGE AK 99516 0000	3rd 1617 0000 07/28/87 BABINEC EDWARD M & DOROTHY DQ OF ANCHORAGE INC 3 ERIC CIRCLE RANCH MIRAGE CA 92270
Prev 2743 0000 12/30/94 HUNTLEY MANEERAT PO BOX 220214 ANCHORAGE AK 99522	4th 1617 0000 07/28/87 BABINEC EDWARD M DQ OF ANCHORAGE INC 830 E 36TH AVE ANCHORAGE AK 99503
2nd 2396 0000 03/31/93 BABINEC DOROTHY E DQ OF ANCHORAGE INC PO BOX 12878 PALM DESERT CA 92255	5th 0000 0000 00/00/00 BABINEC ED & MARTHA DQ OF ANCHORAGE INC 830 E 36TH AVE ANCHORAGE AK 99503

ON-SITE WATER \ WASTE WATER

APPRAISAL INFORMATION

Legal SOUTHRIDGE
BLK 4 LT 1

Parcel 003-232-18-000 # 01 of 01

Owner NIRO PROPERTIES LLC

01

Site Addr 831 E 36TH AVE
Land Use RESTAURANT

12800 CUMBERLAND CIRCLE
ANCHORAGE AK 99516

ON-SITE PERMITS

Permit id

Permit Number
Date Issued
Permit Bedrooms
Permit Type ID
Private Well Request
Privy Request
Receipt #
Septic Tank Request
Status ID
Total Bedrooms

AS BUILT

AS Built Permit
Date Completed
Date Inspected
Well Permit Type
Well Depth
Well H2O Level
Well Yield
Well Distance to Septic
Well Distance to Absorp
Well Distance to Hold
Tank Type
Bedroom Count

SPECIAL ASSESSMENTS

APPRAISAL INFORMATION

Legal SOUTHRIDGE
BLK 4 LT 1

Parcel 003-232-18-000 # 01 of 01

Owner NIRO PROPERTIES LLC

Site Addr 831 E 36TH AVE
Prop Info # RESTAURANT

12800 CUMBERLAND CIRCLE
ANCHORAGE AK 99516

ASSESSMENT

Assessment 01
03
06

Description SEWER LATERAL

Assessment Area 16,126

Original Assessment 0.00

Original Principal 0.00

Annual Payment 0.00

YTD Payment 0.00

Delinquent Payment 0.00

Unbilled Payment 0.00

RESOLUTION

Resolution

C20179
C20179
C77W75

PLAT
690130

Status HISTORY
Total Area 16,126

LAST PAYMENT INFORMATION

Date Monday, October 03, 1994

Principal 0.00

Payment 0.00

Delinquent Interest 0.00

Penalty 0.00

Bond Interest 0.00

Cost 0.00

Content Information**Content ID :** 003931**Type:** AR_AllOther - All Other Resolutions

ALCOHOLIC BEVERAGES CONDITIONAL USE IN THE B-3

Title: DISTRICT FOR A RESTAURANT/EATING PLACE USE PER AMC
21.40.180 D.8. FOR NINO'S ITALIAN EATERY.**Author:** weaverjt**Initiating Dept:** Planning

ALCOHOLIC BEVERAGES CONDITIONAL USE IN THE B-3

Description: DISTRICT FOR A RESTAURANT/EATING PLACE USE PER AMC
21.40.180 D.8. FOR NINO'S ITALIAN EATERY.**Date Prepared:** 4/25/06 8:50 AM**Director Name:** Tom Nelson**Assembly Meeting**
Date MM/DD/YY: 5/2/06**Public Hearing**
Date MM/DD/YY: 5/2/06**Workflow History**

Workflow Name	Action Date	Action	User	Security Group	Content ID
AllOtherARWorkflow	4/25/06 8:54 AM	Checkin	weaverjt	Public	003931
Planning_SubWorkflow	4/25/06 2:56 PM	Approve	weaverjt	Public	003931
ECD_SubWorkflow	4/25/06 3:21 PM	Approve	barkleyva	Public	003931

M.C.A.
2006 APR 26 AM 8:45
CLENAS OFFICE