

Submitted by: Chair of the Assembly at
the request of the Mayor
Prepared by: Planning Department
For reading: September 26, 2006

CLERK'S OFFICE

Anchorage, Alaska

APPROVED

AR 2006-237

Date: 9-26-06

1 A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY APPROVING A
2 CONDITIONAL USE FOR AN ALCOHOLIC BEVERAGES CONDITIONAL USE IN
3 THE B-3 DISTRICT FOR A RESTAURANT/EATING PLACE USE PER AMC
4 21.40.180 D.8, FOR KINLEY'S RESTAURANT & BAR, INC., LOCATED WITHIN
5 COVEN VILLAGE SUBDIVISION, BLOCK 1, LOTS 4 AND 5; GENERALLY
6 LOCATED AT THE NORTHWEST CORNER OF 33RD AVENUE AND NEW
7 SEWARD HIGHWAY.

8
9 (Midtown Community Council) (Case 2006-128)

10
11
12 THE ANCHORAGE ASSEMBLY RESOLVES:

13
14 **Section 1.** The conditional use permit for an Alcoholic Beverages Conditional Use in the
15 B-3 District for a Restaurant/Eating Place Use per AMC 21.40.180 D.8, for Kinley's
16 Restaurant & Bar, Inc., located on Coven Village Subdivision, Block 1, Lots 4 and 5;
17 generally meets the applicable provisions of AMC 21.50.020 and AMC 21.50.160.

18
19 **Section 2.** The conditional use permit for an Alcoholic Beverages Conditional Use for a
20 Beverage Dispensary Use is for a 12,316 square-foot area located within Coven Village
21 Subdivision, Block 1, Lots 4 and 5.

22
23 **Section 3.** The conditional use permit is approved subject to the following conditions:

- 24
25 1. A Notice of Zoning Action shall be filed with the District Recorder's Office
26 within 120 days of the Assembly's approval of a final conditional use approval in
27 the B-3 District, and compliance with the other conditions set forth herein.
28
29 2. All uses shall conform to the plans and narrative submitted with this conditional
30 use application.
31
32 3. This conditional use approval is for an Alcoholic Beverages Conditional Use in
33 the B-3 District per AMC 21.40.180.D.8 for a 12,316 square-foot restaurant area,
34 Kinley's Restaurant & Bar, located within Coven Village Subdivision, Block 1,
35 Lots 4 and 5. The restaurant has a total of 68 fixed seats and 92 non-fixed seats,
36 with occupancy of 168.
37

- 1 4. There will be on-premise sale of alcohol beverages seven (7) days a week from
2 11:30 AM to 12:00 AM. Liquor sales will constitute approximately 33.3 percent
3 of total gross receipts.
4
- 5 5. Upon demand, the applicant shall demonstrate compliance with a liquor "Server
6 Awareness Training Program," approved by the State of Alaska Alcoholic
7 Beverage Control Board, such as or similar to, the program for "Techniques in
8 Alcohol Management" (T.A.M.).
9
- 10 6. The use of the property by any person for the permitted purposes shall comply
11 with all current and future Federal, State and local laws and regulations, including
12 but not limited to, laws and regulations pertaining to the sale, dispensing, service
13 and consumption of alcoholic beverages and the storage, preparation, sale, service
14 and consumption of food. The owner of the property, the licensee under the
15 Alcoholic Beverage Control license and their officers, agents and employees shall
16 not knowingly permit or negligently fail to prevent the occurrence of illegal
17 activity on the property.
18
- 19 7. A copy of the conditions imposed by the Assembly in connection with this
20 conditional use approval shall be maintained on the premise.
21
- 22 8. Obtaining encroachment permits from the Right-of-Way Division of the
23 Department of Development Services.
24

25 **Section 4.** Failure to comply with the conditions of this conditional use permit shall
26 constitute grounds for its modification or revocation.
27

28 **Section 5.** This resolution shall become effective immediately upon passage and
29 approval by the Anchorage Assembly.
30

31 PASSED AND APPROVED by the Anchorage Assembly this 26th
32 day of September 2006.

ATTEST:

Dan Sullivan
Chair

Andrea S. Monte
Municipal Clerk

(2006-122)
(014-271-10)



MUNICIPALITY OF ANCHORAGE ASSEMBLY MEMORANDUM

No. AM 665-2006

Meeting Date: September 26, 2006

From: Mayor

Subject: ALCOHOLIC BEVERAGES CONDITIONAL USE IN THE B-3
(GENERAL BUSINESS DISTRICT) FOR A RESTAURANT/EATING
PLACE USE PER AMC 21.40.180 D.4 FOR KINLEY'S RESTAURANT
& BAR, INC., DBA KINLEY'S RESTAURANT AND BAR.

1 Kinley's Restaurant & Bar, Inc. has made application for a Restaurant/Eating Place
2 Alcoholic Beverage Conditional Use in the B-3 District for Coven Village Subdivision,
3 Block 1, Lots 4 and 5, dba Kinley's Restaurant & Bar at 3230 Seward Highway.
4

5 The proposal is for a restaurant/eating place alcoholic beverage conditional use located at
6 the northwest corner of 33rd Avenue and the New Seward Highway. The business will
7 occupy 12,316 square feet of space on the main floor of a one story building with a
8 basement. The dining area has a total of 68 fixed seats and 92 non-fixed seats, with
9 occupancy of 168. The restaurant has established nonconforming rights for parking and
10 landscaping. The applicant has reduced the seating from approximately 200 to 168, and is
11 moving towards conformity for the required parking.
12

13 There do not appear to be any church buildings or school grounds within 200 feet of the
14 restaurant. There are eight (8) restaurant/eating place licenses, one (1) beverage dispensary
15 license, (1) beverage dispensary-duplicate license, and two (2) package store licenses with
16 a 1,000 foot radius of the petition site. Approving this beverage dispensary license will
17 add the ninth restaurant/eating place license within a 1,000-foot radius of the petition site.
18

19 On-premise sale of alcohol beverages will operate seven days a week from 11:30 AM to
20 Midnight. The petitioner estimates that 33.3 percent of total sales will be for alcohol
21 compared to 66.7 percent food sales. The restaurant will feature a full dinner menu.
22 Employees involved in the dispensing of alcoholic beverages will be trained in accordance
23 with the Alcoholic Beverage Control Board's "Liquor Server Awareness Training
24 Program" (TAM), and hold the necessary certifications.
25

1 The Anchorage Police Department reports two burglary incidents at this location in the last
2 two years. At the time this report was prepared, the Department of Health and Human
3 Services did not provide comments. There are no personal or business taxes owing.

4
5 This conditional use for a restaurant/eating place use and license in the B-3 District
6 generally meets the applicable provisions of AMC Titles 10 and 21, and Alaska Statute
7 04.11.100.

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

2006-128



Case Location

Date: July 25, 2006

 100 Year
 500 Year
 Floodway



0 12,500 25,000

50

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

DATE: September 26, 2006

CASE NO.: 2006-128

APPLICANT: Kinley's Restaurant & Bar, Inc.

REPRESENTATIVE: Brett Knipmeyer

REQUEST: Conditional Use for an Alcoholic Beverages Conditional Use in the B-3 District for a Restaurant/Eating Place Use and License per AMC 21.40.180.D.8

LOCATION: Coven Village Subdivision, Block 1, Lots 4 and 5; generally located at the northwest corner of 33rd Avenue and New Seward Highway.

STREET ADDRESS: 3230 Seward Highway

COMMUNITY COUNCIL: Midtown

TAX PARCEL: 009-052-22 and -23/ Grid SW 1631

ATTACHMENTS

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

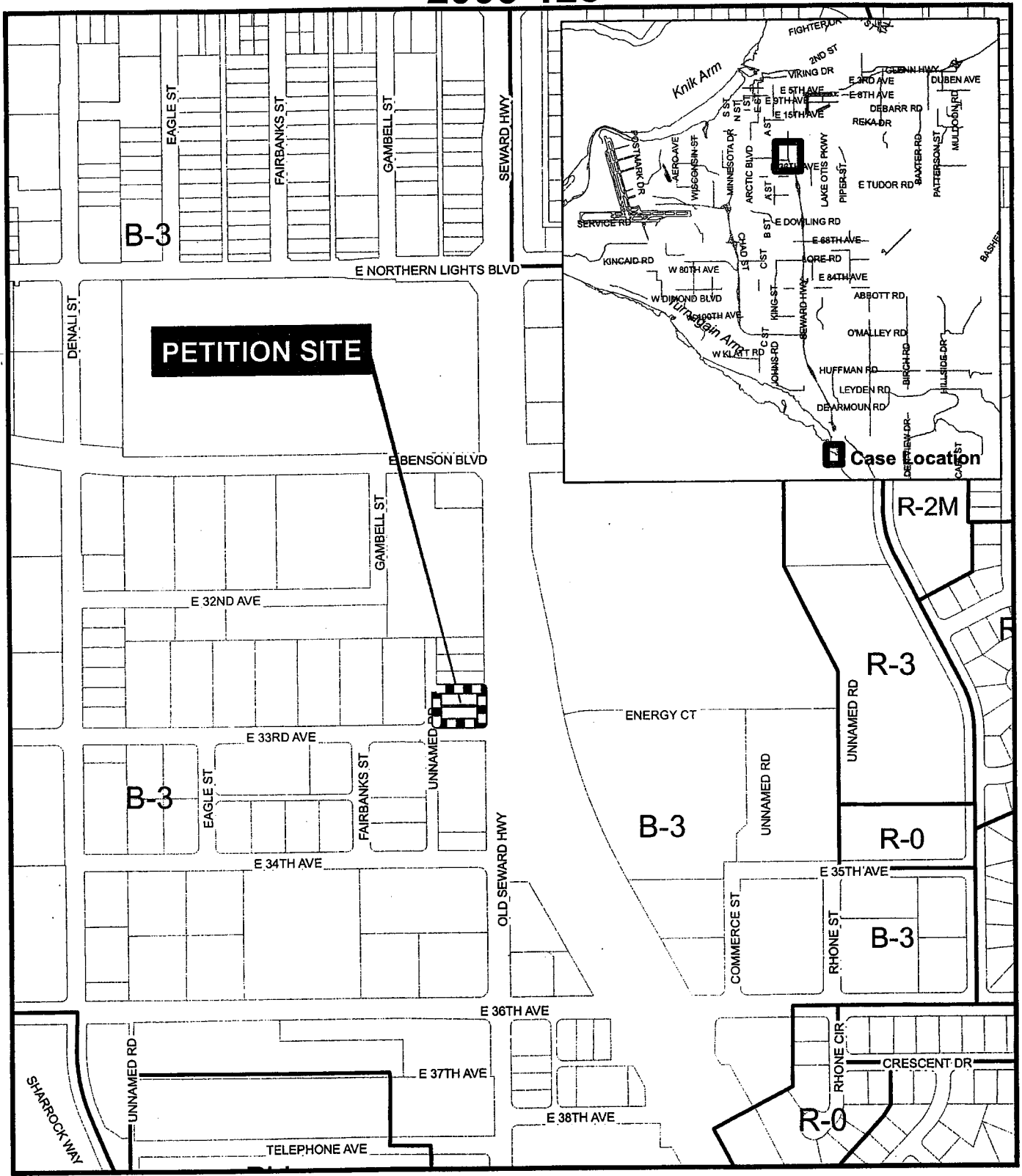
RECOMMENDATION SUMMARY:

This conditional use generally meets the required standards of AMC Title 10 and Title 21.

SITE:

Acres: 0.48 acres /20,909 SF
Vegetation: None
Zoning: B-3
Topography: Generally Level
Existing Use: Restaurant
Soils: Public Sewer & Water

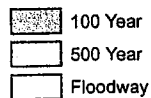
CONDITIONAL USE-ALCOHOL 2006-128



Municipality of Anchorage
Planning Department

Date: July 25, 2006

Flood Limits



003

COMPREHENSIVE PLAN

Classification: Major Employment Center, Redevelopment/Mixed-Use Area
Density: N/A

SURROUNDING AREA

	NORTH	EAST	SOUTH	WEST
Zoning:	B-3	B-3	B-3	B-3
Land Use:	Office/ Commercial Retail	Seward Highway	Restaurant	Vacant Land/ Multifamily Residential/ Office

SITE DESCRIPTION AND PROPOSAL:

The petition property is a 0.48-acre lot located at the northwest corner of 33rd Avenue and New Seward Highway. It contains a one-story, 12,316 square foot, restaurant building with a basement. The site contains two separate lots, and the building is situated over both lots. A nonconforming determination has been issued. The site has nonconforming rights to this, and to parking and parking lot landscaping.

The petitioner is seeking final conditional use approval for an alcoholic beverages conditional use in the B-3 District for a Restaurant/Eating Place license per AMC 21.40.180.D.8 for a new restaurant, Kinley's. The restaurant consists of 12,316 square feet and is located on the first floor of the building. Based on a floor diagram, there are a total of 68 fixed seats and 92 non-fixed seats. The facility occupant capacity is 168.

The sale of alcoholic beverages will represent 33.3 percent compared to 66.7 percent food sales. The restaurant and alcohol sales will operate daily from 11:30 AM to 12:00 AM. Entertainment includes recorded music. All employees with direct contact with alcohol 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 will be 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. There is sufficient parking provided as evidenced by the nonconforming determination, which is attached.

PUBLIC COMMENTS:

Twenty-nine (29) public hearing notices (PHNs) were mailed. At the time this report was written no PHNs were returned: no written comment has been received from the Midtown or Rogers Park Community Councils.

FINDINGS

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

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

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

Several goals of the *Anchorage 2020 Plan* address related issues such as recreational and economic opportunities. The sale of alcoholic beverages is part of the social, recreational and economic environment of the community. Hotel dining, night clubs, bars and restaurants which serves alcohol enhances the hospitality and tourism industry in Anchorage, and provide eating places for local residents and downtown employees. Another of the Plan's stated economic development goals are "Business Support and Development: a quality of life and a financial climate that encourages businesses to start up, expand or relocate in Anchorage (p. 41).

Midtown Anchorage, as an employment center, is well defined and compact, and is attaining a medium- to high-density office employment of 50 to 75 employees per acre. Mixing supportive retail uses, such as restaurants, bars, branch banks, and shopping, with office development is an important major employment center feature.

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

This standard is met.

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

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

This standard is met.

The B-3 District is intended for general commercial uses, including restaurants that serve alcoholic beverages. The restaurant is compatible with the B-3 and existing uses in area.

AMC 21.50.160.B asks that a list of all alcohol licenses located within a minimum of 1,000 feet of the proposed conditional use be provided. There is one place of private education, the Alaska Dance Theatre, Inc., within 1,000-feet, but greater than 200 feet, of the petition site. It is located one lot east of Denali Street on East 33rd Avenue. There are eight (8) restaurant/eating place licenses, one (1) beverage dispensary license, one (1) beverage dispensary – duplicate license, and two (2) package store licenses within a 1,000-foot radius of the petition site. Approving this restaurant/eating place license will add the ninth restaurant/eating place license within a 1,000-foot radius of the petition site. One of these beverage dispensary licenses is noted as being located at the petition site, for The Moment, but that conditional use is expired.

Alaska Statute 04.11.410, Restriction of location near churches and schools, restricts beverage dispensary and package store licenses from being located in a building the public entrance of which is within 200-feet of the public entrance of a church building, or from being located within 200-feet of school grounds. There are no church buildings or school grounds within 200 feet of this proposed restaurant. This is a request for a restaurant/eating place license and is not subject to this requirement.

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

1. Pedestrian and vehicular traffic circulation and safety.

This standard is met.

The B-3 District provides that all required parking be provided on site. Nonconforming rights to the site have been established for parking lot layout and design.

The Traffic Department provided comments regarding the parking lot layout. They stated that the layout submitted with this application needs to be redesigned to meet Anchorage Municipal Code requirements. The redesign includes making three parallel parking stall meet dimensional requirements, submit parking calculations, resolve nonconforming status of parking lot, and placing the ADA accessible space in an appropriate location. Their comments are attached. However, after these comments had been received, nonconforming rights were established with Land Use Enforcement to the parking lot design.

The Nonconforming Status Determination notes that the ramp on the southeast side of the building encroaches approximately four feet into the ROW of E. 33rd Avenue. The building encroaches into the 20-foot utility easement as well. These encroachments require encroachment permits from the Right-of-Way Division.

There are adequate entrances and exits for vehicles to and from adjacent streets and roadways. The nearest bus stop is to the south on 36th Avenue.

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

This standard is met.

The addition of a restaurant serving alcohol at this location will not impact public services. Electrical, water and sewer, natural gas are available on site. Road infrastructure and public transit is already in place. The petition site is within ARDSA, Police and Fire service areas. This is an existing restaurant use.

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 control air pollution.

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

This standard is met.

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

Standards Chapter 10.50 Alcoholic Beverages

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

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

There is one place of private education, the Alaska Dance Theatre, Inc., within 1,000-feet, but greater than 200 feet, of the petition site. It is located one lot east of Denali Street on East 33rd Avenue. There are eight (8) restaurant/eating place licenses, one (1) beverage dispensary license, one (1) beverage dispensary – duplicate license, and two (2) package store licenses within a 1,000-foot radius of the petition site. Approving this restaurant/eating place license will add the eighth restaurant/eating place license within a 1,000-foot radius of the petition site. One of these beverage dispensary licenses is noted as being located at the petition site, for The Moment, but that conditional use for a beverage dispensary license and duplicate is expired. Also, Roscoe's Skyline Restaurant is no longer located at the noted location, and Peter's Sushi Spot has since relocated.

Yen King	3501 Old Seward Hwy	License #2930	Restaurant
Thai House Restaurant	830 E. 36 th	License #3057	Restaurant

Crab Pot Restaurant	600 E. Northern Lights Blvd., #169	License #4272	Restaurant
Roscoe's Skyline Restaurant	600 E. Northern Lights Blvd., #169	License #3788	Restaurant
Peking Palace	500 E. Benson Blvd	License #1691	Restaurant
Café Amsterdam	530 E. Benson Blvd., #3	License #3961	Restaurant
Peter's Sushi Spot	3337 Fairbanks Street	License #1866	Restaurant
Uncle Joe's Pizzeria	3401 E. Tudor Rd.	License #4293	Restaurant
Fred Meyer's #11	1000 E. Northern Lights Blvd.	License #4179	Package Store
Oaken Keg (1806)	600 E. Northern Lights Blvd.	License #795	Package Store
The Moment	3230 Seward Hwy.	License #430	Beverage Dispensary
Top of the Moment	3230 Seward Hwy.	License #431	Beverage Dispensary

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

This standard is met.

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

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

This standard is met.

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

Kinley's Restaurant and Bar will be open daily from 11:30 AM to 12:00 AM.

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

This standard appears to be met.

According to the application the petitioner states that servers and bartenders will be trained and aware of customers' possible misconduct. Anyone showing signs of inebriation will not be served and assisted to leave in a safe manner and mode of transportation. The application also states that the facility will be well lit and carefully observed if there is any reason to believe unlawful conduct might occur. If unlawful conduct does occur, the proper authorities will be called. No additional safety procedures are mentioned in the application. The Anchorage Police

Department reports two incidents at this location during the last two years. Both were burglaries at the building.

- 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 Downtown Improvement 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.**

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

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

This form was not requested of this applicant.

RECOMMENDATION:

This application for a final conditional use for alcoholic beverages in the B-3 District for a Restaurant/Eating Place Use and license generally meets the required standards of AMC Title 10 and Title 21.

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

1. A notice of Zoning Action shall be filed with the District Records Office within 120 days of the Assembly's approval of a final conditional use approval for a Restaurant/Eating Place Use in the B-3 District and compliance with the other conditions set forth herein.
2. All uses shall conform to the plans and narrative submitted with this conditional use application.
3. This conditional use approval is for an Alcoholic Beverages Conditional Use in the B-3 District for a Restaurant/Eating Place Use per AMC 21.40.180.D.8 for 12,316SF restaurant area, for Kinley's Restaurant & Bar, located on Coven Village Subdivision, Block 1, Lots 4 and 5. The restaurant has a total of 68 fixed seats and 92 non-fixed seats, with occupancy of 180.
4. On-premise sale of alcohol beverages seven (7) days a week from 11:30 AM to 12:00 AM. Liquor sales will constitute approximately 33.3 percent of total gross receipts.

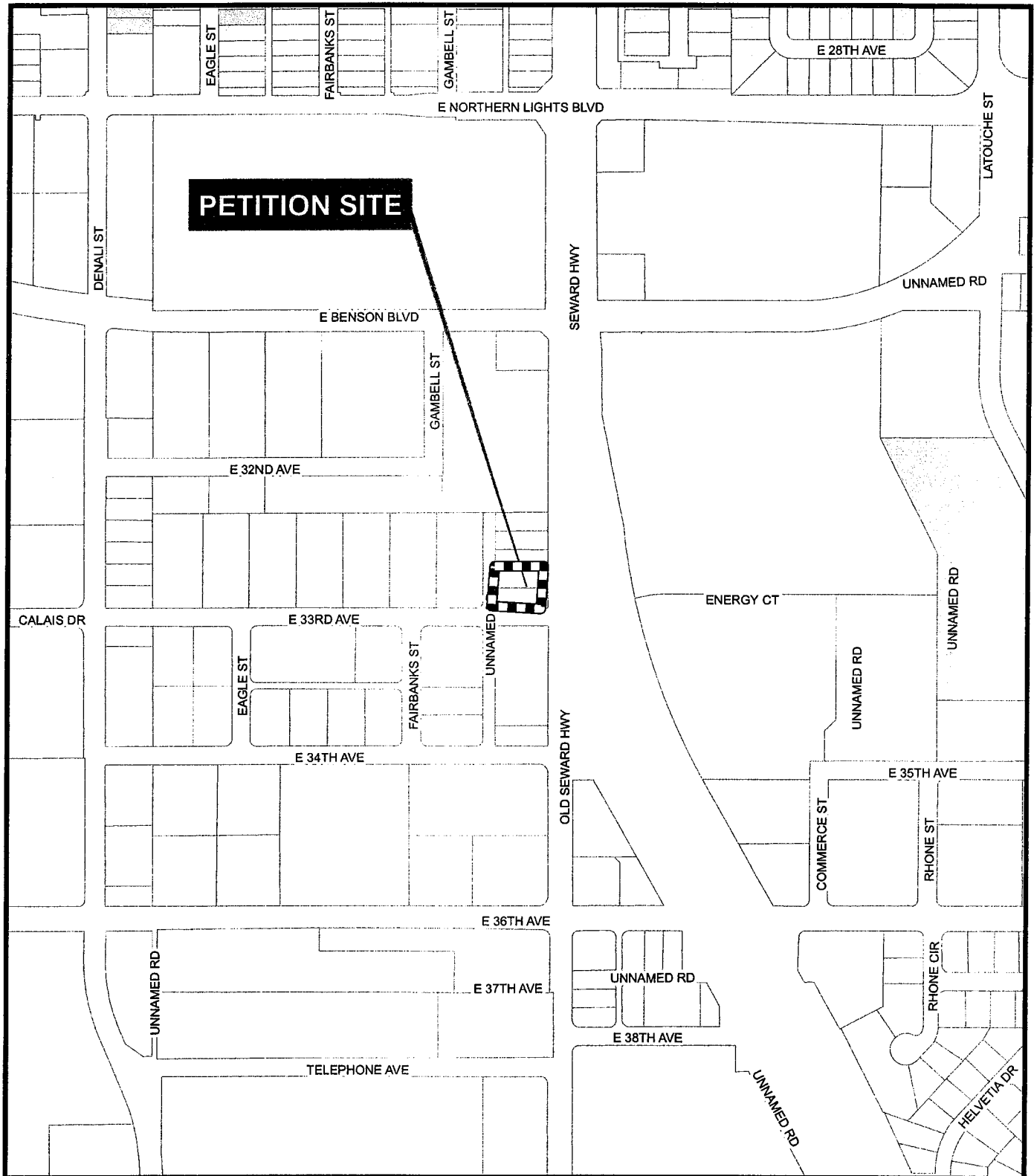
5. Upon demand the applicant shall demonstrate compliance with a liquor "Server Awareness Training Program approved by the State of Alaska Alcoholic Beverage Control Board, such as or similar to the program for Techniques in Alcohol Management (T.A.M.).
6. The use of the property by any person for the 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.
8. Resolve the need for encroachment permits from the Right-of-Way Division of the Department of Development Services.

2

**HISTORICAL MAPS
AND
AS-BUILTS**




CONDITIONAL USE-ALCOHOL

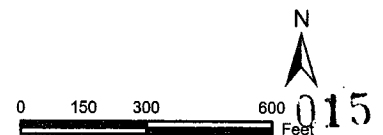
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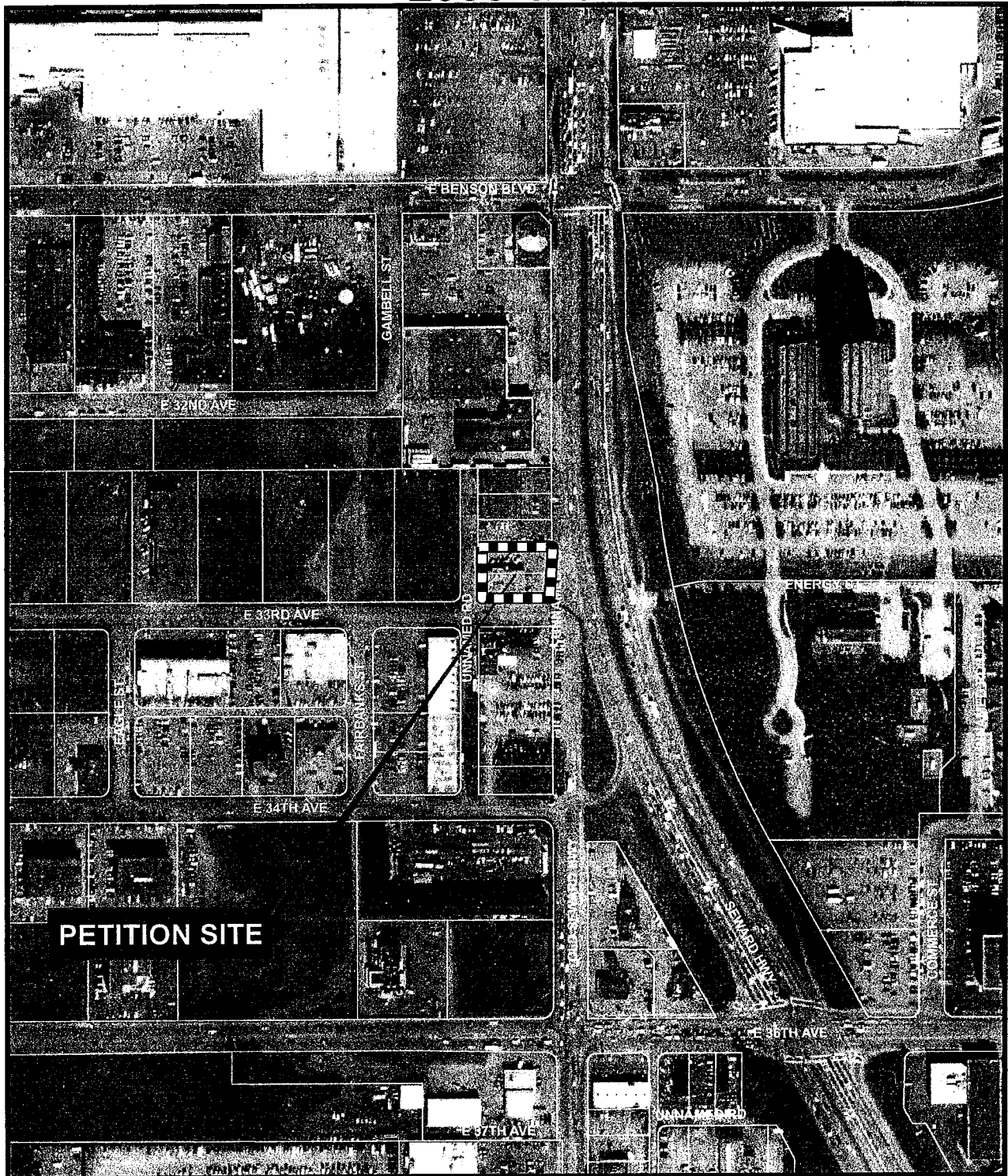
Municipality of Anchorage
Planning Department

Date: July 25, 2006

-  Single Family
-  Multi-Family
-  Mobile Home Park



2006-128

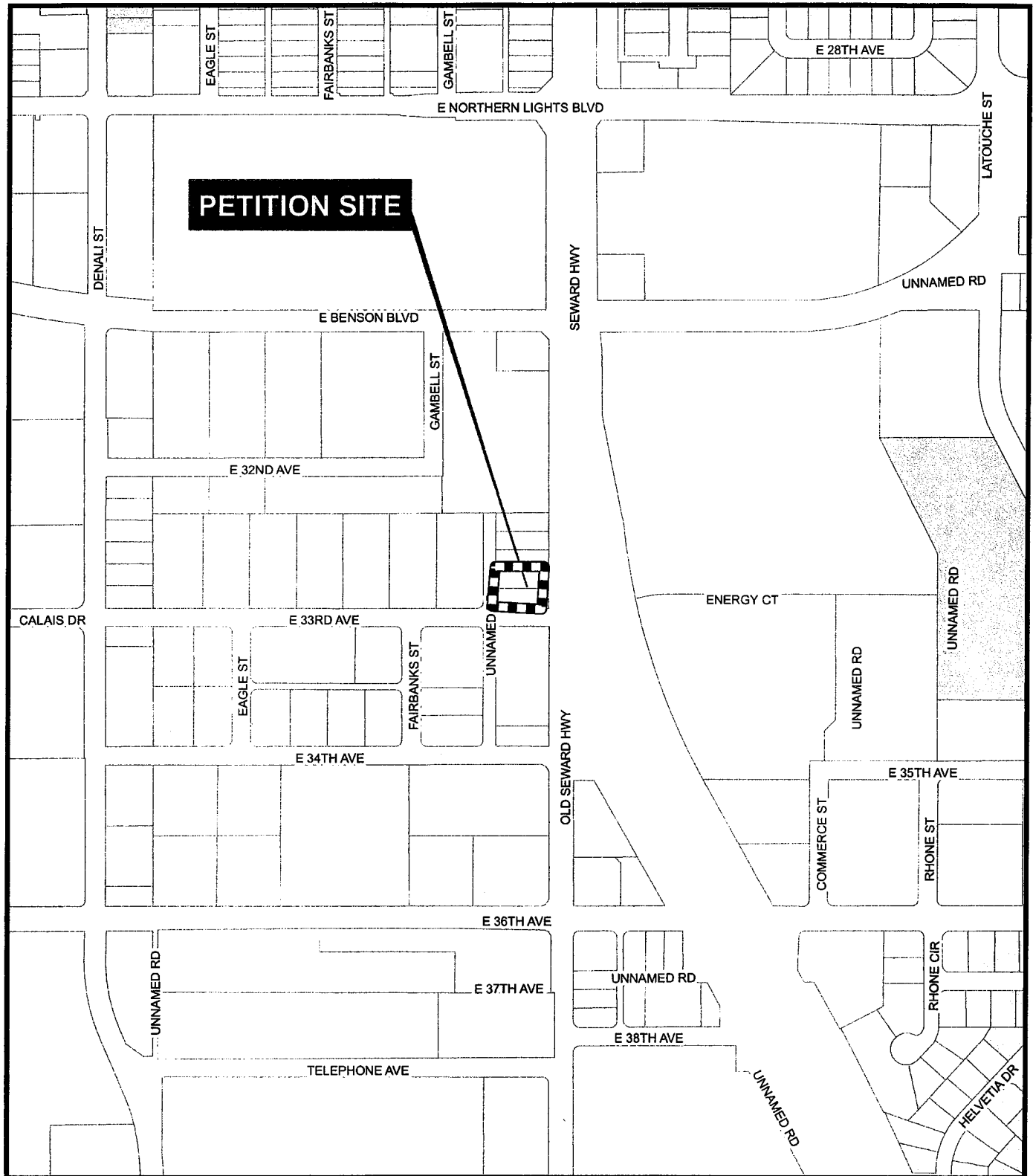


Municipality of Anchorage
Planning Department

Date: July 25, 2006






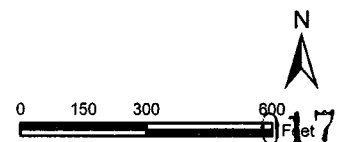
CONDITIONAL USE-ALCOHOL 2006-128



Municipality of Anchorage
Planning Department

Date: July 25, 2006

-  Single Family
-  Multi-Family
-  Mobile Home Park



3

DEPARTMENTAL

COMMENTS



Municipality of Anchorage

P.O. Box 196650 • Anchorage, Alaska 99519-6650 • Telephone: (907) 343-7900 • Fax: (907) 343-7927

Physical Address: 4700 Bragaw Street • Anchorage, Alaska 99507 • www.muni.org/planning

Mayor Mark Begich

Planning Department

September 11, 2006

Brett Knipmeyer
7146 Candace Circle
Anchorage, AK 99507

Dear Mr. Knipmeyer:

This letter is in response to your request for a determination of the nonconforming status of the property located at 3220 Seward Highway. (Parcel: 009-052-22 & 009-052-23, Grid: SW1631)

This determination is based on the following information:

- Coven Village, Block 1, Lots 4 & 5 was created by plat P457A, filed October 4, 1958.
- The property was zoned B-3 on December 15, 1969.
- Anchorage Municipal Code 21.40.180(F)(2) requires a minimum lot size of 6,000 square feet, and a lot width of 50 feet.
- Anchorage Municipal Code 21.40.180(G)(2) requires a front yard setback of 10-feet, a side yard setback of 10-feet adjacent to a residential district; otherwise, 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, and a rear yard setback of 15-feet adjacent to a residential district; otherwise none.
- AMC 21.45.120.B provides 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 corner lots, yards remaining after full- and half-depth front yards have been established shall be considered side yards."
- The Official Streets and Highway Plan designates Seward Highway as a Class V street (freeway) and East 33rd as an IA street (commercial/industrial collector).
- AMC 21.45.140 (setbacks from projected right-of-ways) requires that, "no new structural or land development activity requiring a building or land use permit shall be permitted within the minimum setback stated in this subsection from the existing or projected centerline of a street designated on the official streets and highways plan; except as what is allowed under subsection B of this section." Class V requires a 75-foot setback from centerline of the street and a Class IA a 40-foot setback from centerline of the street.
- AMC 21.45.140 (C) states, "Applicable yard requirements stated elsewhere in this title shall be in addition to those stated in this section."
- AMC 21.40.180 (K) requires, "adequate off-street parking shall be provided in connection with any permitted use, subject to the provisions of the supplementary district regulations."

- 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 21.40.180.N: “Landscaping.
 1. Buffer landscaping. Buffer landscaping shall be planted along each lot line adjoining a residential district.
 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.
 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.”
- Building permit number 561, issued September 5, 1972 for retail.
- Building permit number 0848, issued February 6, 1973 for a sign.
- Certificate of Occupancy for Terry’s Restaurant (lower level) for building permit 561 issued on June 27, 1973.
- Certificate of Occupancy for retail (upper level only) for building permit 561 issued on June 27, 1973.
- Building permit number B-561, issued February 22, 1974 for restaurant basement finishing.
- Temporary certificate of occupancy for Terry’s Restaurant/Sonic Lounge (building permit 561) dated August 7, 1974.
- Building permit number 01-4040, issued October 23, 2001 for hood and duct fire system for Sunrise Grill.
- Building permit number 01-6031, issued October 26, 2001 for one 20 foot long illuminated awning and one 7’x3’ illuminated sign.
- Building permit number 01-9475, issued November 20, 2001 for outlets to awning/connect neon/install 7 exist signs.
- Building permit number 04-8054, issued June 11, 2004 for a retrofit, emergency service repair.
- Building permit number 04-8410, issued July 21, 2004 for overhead to underground and replace mdp.
- Building permit number 06-5701, issued July 13, 2006 for an alteration, remodel of dining room.
- Building permit number 06-5801, issued August 7, 2006 for two illuminated wall signs.
- Building permit number 06-5701, issued July 13, 2006 for a remodel of the dining room.
- Municipal property appraisal records (CAMA) indicate Lot 4 is 11,050 square feet and Lot 5 is 10,200 square feet.
- Municipal property inventory sheets indicate new building on November 21, 1972.
- An as-built survey by Lantech dated July 18, 2006 shows the following:
- Lot 4 contains a portion of the one story building with an arctic entry, sign on the north property line, light pole on the northwest corner, planter, ML&P pedestal, concrete walkway and chain link fence.

- **Lot 5** contains a one story building, an overhang on the east side of building, paved parking area, ramp, a sign on the southwest corner, ramp, two planters, gas connect and an electric w/ug feed .
- An aerial photo dated May 1, 1974 shows the building as it appears on the as-built.

The following conclusions are drawn from the above information:

The lots have the minimum area and width required by the district. Therefore, subject lots are conforming lots of record.

Lot 5 Setbacks:

- Subject property is a corner lot with three frontages. Pursuant to AMC 21.45.120 (C) the following yard requirements apply:
 - Front Yard (Seward Highway) 35-feet
 - Front Yard (E. 33rd Ave) 20-feet
 - Front Yard (40' ROW, Alley) 10-feet
 - Side Yards 10-feet

Due to the developmental setback required by AMC 21.45.140, quoted above, the total setback required from the centerline of Seward Highway is 75 feet. Currently the right of way dedication satisfies 50 feet of the required setback. That creates a required setback from the property line of 35 feet along Seward Highway.

The total setback required from the centerline of East 33rd Avenue is 40 feet. Currently the right of way dedication satisfies 30 feet. That creates a required setback from the property line of 20 feet along East 33rd Avenue. The structure encroaches 16.8-feet into the required 20-foot front (E 33rd Ave) yard setback. Since the structure existed prior to the more restrictive setback requirements, the structure is a Legal Nonconforming Structure and is governed by AMC 21.55.040.

The restaurant has a combination of fixed sitting and unfixed sitting (banquet room). The following calculations apply:

Restaurant:	fixed sitting:	$128/3 = 43$
Banquet room		$688\text{sq ft}/15 = 46$
Total parking spaces		89

Currently there are 32 parking spaces provided. Since the use of the structure existed prior to the more restrictive zoning, the lack of required parking is a Legal Nonconforming Characteristic of Use and is governed by AMC 21.55.100. Please be aware that any changes to the site could affect the required parking. No change is permitted which requires additional parking spaces unless the parking is reconfigured in such a way that additional spaces can be added to the site and the parking plan is approved by the Traffic Engineer.

Since the building and use existed prior to any landscaping requirements; the lack of required landscaping is a Legal Nonconforming Characteristic of Use and is governed by AMC 21.55.100.

The ramp on the southeast of building encroaches approximately 4-feet into the right-of-way of E. 33rd Avenue, and is in violation of AMC 24.30.020. This violation can be remedied by obtaining an encroachment permit from the Department of Development Services, Right-of-Way division. This office is located at 4700 South Bragaw Street. The telephone number is 343-8240.


The building encroaches into the 20-foot utility easement and is in violation of AMC 24.30.020. Please contact the Municipality of Anchorage Right-of-Way division, 343-8240, concerning possibly required encroachment permits and letters of non-objection regarding the encroachments into the easements.

Please be advised that the basement may continue as storage as long as the storage is associated with the restaurant. Any changes to the use of the basement as storage may terminate your nonconforming rights.

Note: This determination is based on the information listed above, which was provided by the applicant or was in the files of the administrative official. If additional information is obtained, or the information provided above is later determined to be inaccurate or false, and materially changes the conclusion herein, the administrative official may revise or revoke this determination.

Anchorage Municipal Code Title 21 is available on the internet at <http://www.municode.com>. If I can be of further assistance, please contact me at 343-8380.

Respectfully,


Irma M. Cox
Land Use Enforcement Officer

Municipality of Anchorage MEMORANDUM

DATE: September 1, 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 September 26, 2006.

Case #: 2006-128
Type: Conditional Use to permit restaurant serving alcohol
Subdivision: Coven Village Block 1 Lot 5
Grid: SW 1631
Tax ID #: 009-052-22 & 009-052-23
Zoning: B3

Platting: P-457A, filed October 24, 1958

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

1. Residential uses: As provided in section 21.40.060.F.
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.

Width of driveways: The site plan meets the requirements of AMC 21.80.330.D: "The total width of driveway entrances to a lot from a street shall not exceed two-fifths of the frontage of that lot on that street, or one-third of the frontage if the platting authority finds that conditions warrant it, unless the subdivider provides for snow storage in a manner approved by the platting authority." If the platting authority finds that snow storage has been provided in an acceptable manner (and the two-fifths limitation therefore does not apply,) it should so indicate in a plat note. If the platting authority finds that conditions warrant limiting driveways to one-third of lot width, it should so indicate in a plat note.

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.

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

1. Residential uses: As provided in section 21.40.060.G.
2. All other uses:
 - a. Front yard: Ten feet.
 - b. Side yard: Ten feet adjacent to a residential district; otherwise, 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.
 - c. Rear yard: 15 feet adjacent to a residential district; otherwise, none.”

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.”

Establish nonconforming rights with Land Use Enforcement for the encroachments, landscaping and the parking.

Lot coverage: AMC 21.40.180.H: “Maximum lot coverage is as follows:

1. Residential: As provided in section 21.40.060.H.
2. All other uses: Unrestricted.”

Separation between buildings: AMC 21.45.030.B requires ten feet of separation between principal and detached accessory buildings.

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

Legal nonconformities: Application is in progress.

Enforcement actions: No land use cases are listed in CETS.

Use determination: Property tax records indicate a 12,316 square foot restaurant built in 1974.

Conditional Use standards: This property is subject to the provisions of AMC 21.50.

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.”

The property is not within any established Airport Height Zone.

Off-street parking: AMC 21.45.080.X.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."

AMC 21.45.080.X.8 requires accessible parking for "commercial, industrial, public and institutional uses."

Parking calculations will be provided with the nonconforming determination.

Landscaping requirements: AMC 21.40.180.N: "Landscaping.

1. Buffer landscaping. Buffer landscaping shall be planted along each lot line adjoining a residential district.
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.X.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.X.6: "The perimeter of a parking area, except a parking area serving only a single-family, two-family or three-family dwelling, adjoining a lot in a residential district shall utilize the following schedule:

- a. Institutional, commercial or industrial uses adjoining a residential district: Buffer landscaping or a screening structure and visual enhancement landscaping."
- b. Residential uses adjoining a residential district: Visual enhancement landscaping or a screening structure and an area landscaped equal to five percent of the parking area and appurtenant drives."

AMC 21.45.080.X.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.
- c. In addition to the landscaping required under subsections a and b of this subsection, visual enhancement landscaping shall be planted within the interior of a parking area containing more than 60 spaces. The area devoted to visual enhancement landscaping shall equal at least five percent of the surface of the parking area, including appurtenant driveways."

Under the only codified definition of “adjacent” (AMC 21.45.200.B), the property does not adjoin a residential district.

Screening along major highways: This property is subject to the provisions of AMC 21.45.130.A.2: “Except as provided in subsection 3 of this subsection, the requirements in this section apply to all lots in the PLI, R-3, R-4, R-O, PC, B-1A, B-3, B-4, I-1, I-2, I-3 and T use districts:

- a. Adjacent to the right-of-way of the New Seward Highway, or to streets serving as its frontage roads, south of 44th Avenue and north of Potter Road ...”
- b. Adjacent to the right-of-way of the Glenn Highway, or to streets serving as its frontage roads, east of Boniface Parkway and west of Peters Creek.”

Fences: AMC 21.45.110.A: “A fence may be constructed at the lot line, provided, however, that front yard fences in residential zoning districts shall not exceed four feet in height”

Signs: All signs shall conform to the requirements of AMC 21.47.

Access: Access is shown to East 33rd Avenue, which complies with the requirements of AMC 21.45.040.

Public streets abut the property. Principal access to them would meet the requirements of AMC 21.45.040.

Stream protection setbacks: The property does not adjoin any stream protected by AMC 21.45.210.

Wetlands: Map 32 shows the property as uplands.

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

Attachments:

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

Establish nonconforming rights with Land Use Enforcement for the encroachments, landscaping and the parking.

(Reviewer: Jillanne Inglis)

Pierce, Eileen A

From: Staff, Alton R.
Sent: Wednesday, September 06, 2006 9:32 AM
To: Pierce, Eileen A; Stewart, Gloria I.
Cc: Taylor, Gary A.
Subject: Zoning and Platting Comments

RECEIVED

SEP 06 2006

Municipality of Anchorage
Planning Division

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

2006- 127
 128
 129
 137

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

S11123-3
S11284-3
S11302-2
S11337-2
S11470-2
S11496-1
S11505-2
S11510-1
S11519-1
S11520-1
S11524-1
S11525-1
S11526-1
S11527-1
S11530-1
S11532-1
S11534-1
S11535-1

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
Anchorage Water & Wastewater Utility

RECEIVED

AUG 30 2006

M E M O R A N D U M

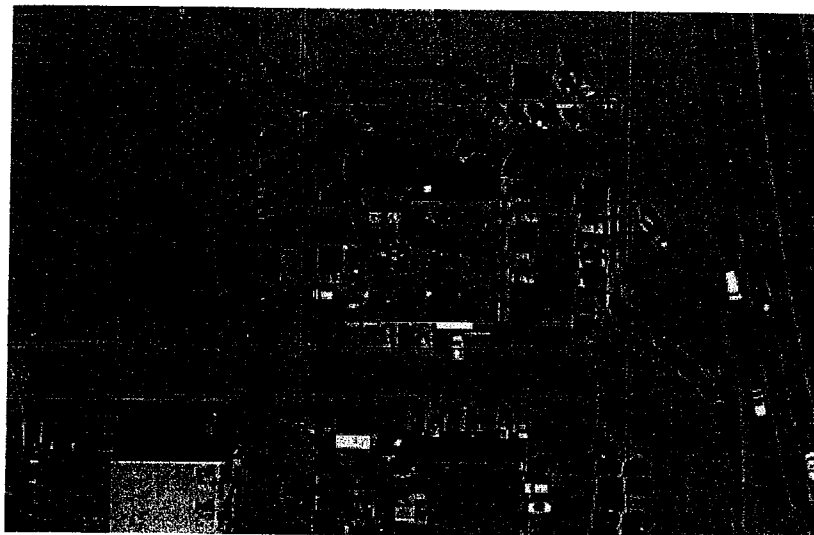
Municipality of Anchorage
Zoning Division

DATE: August 28, 2006
TO: Jerry Weaver, Zoning Division Administrator, Planning Department
FROM: Sandy Notestine, Engineering Technician, AWWU
SUBJECT: **Zoning Case Comments**
Planning & Zoning Commission Hearing September 26, 2006
AGENCY COMMENTS DUE August 29, 2006

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

2006-128 Coven Village Block 1, Lots 4 & 5 (Conditional Use alcohol) Grid SW 1631

1. AWWU has no comment regarding a conditional use allowing a restaurant to serve alcohol.
2. Advisory note: The restaurant building appears to cross lot lines, thus causing both lots to be using sewer service. Lots have not been officially identified as an economic unit. Zoning case has caused assessment issue to surface. Owner may wish to speak with Don Keefer, AWWU Planning Supervisor, to resolve sewer trunk assessment issue on Lot 4. (2002 Aerial image is shown below.)



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.



MUNICIPALITY OF ANCHORAGE

Development Services Department
Right of Way Division



MEMORANDUM

DATE: August 25, 2006
TO: Planning Department, Zoning and Platting Division
THRU: Jack L. Frost, Jr., Right of Way Supervisor *LF*
FROM: Lynn McGee, Senior Plan Reviewer *LF*
SUBJ: Request for Comments on Assembly case(s) for the Meeting of September 26, 2006.

RECEIVED

AUG 25 2006

Municipality of Anchorage
Zoning Division

Right of Way has reviewed the following case(s) due August 29, 2006.

06-128

Coven Village, Block 1, Lots 4&5, grid 1631
(Conditional Use for Alcohol Dispensing, Restaurant)
Right of Way Division has no comments at this time.
Review time 15 minutes.



**Municipality of Anchorage
Development Services Department
Building Safety Division**



MEMORANDUM

RECEIVED

DATE: August 24, 2006
TO: Jerry Weaver, Jr., Platting Officer, CPD
FROM: *DR* Daniel Roth, Program Manager, On-Site Water and Wastewater Program
SUBJECT: Comments on Cases due August 26, 2006

AUG 25 2006

*Municipality of Anchorage
Building Division*

The On-Site Water & Wastewater Program has reviewed the following cases and has these comments:

2006 - 128 A request concept/final approval of a conditional use to permit a restaurant serving alcohol in the B-3 General business district

No objection

To: Planning/Zoning Rich Carrier

RECEIVED

AUG 21 2006

Municipality of Anchorage
Zoning Division

POLICE DEPARTMENT CHECK LIST
FOR INVESTIGATION OF LICENSED LIQUOR ESTABLISHMENTS

2006-128

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
See Attached	

OLD BUSINESS NAME	OLD LOCATION
Kinley's Restaurant & Bar	3230 Seward Hwy
BUSINESS NAME	LOCATION
Kinleys Restaurant & Bar, Inc.	None
NAME OF APPLICANT (S)	CURRENT LICENSEE (S)

☒ Restaurant Eating Place

☒ New Business

☐ 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.

08.09.06

DATE

LT Gilliam

for CHIEF OF POLICE

Prepared on 08.09.06 by sjb 1231

031



Bar File

Activity for: 3230 SEWARD HW



Report#	Nature of Call	Report	Officer	
05-17596	BURGLARY	04/25/05	0572 DAILY,JOHN	
	Establishment// The business was opened up and they found the cash register empty. No signed of forced entry. Report Filed.			1231
05-51709	BURGLARY	11/18/05	29128 DENBLEYKER,LUCAS M	
	Establishment// Employee went to open the business and noticed window busted in the front door and cash stolen from the register. No suspect information. Report filed.			1231

032

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
(TTY 269-0473)

RECEIVED

August 8, 2006

AUG 10 2006

RE: MOA Zoning Review Municipality of Anchorage
Zoning Division

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

Dear Mr. Weaver:

The Alaska Department of Transportation and Public Facilities, ADOT&PF, has reviewed the following platting cases and has no comment:

2006-126, Conditional Use Off Street Parking Lot, Providence Health Care System
2006-128, Final approval of Conditional Use Permit, Kinley's Restaurant & Bar Inc.
2006-129, Ordinance Amending Title 21 for Definition, Assembly Member Coffey

Comments:

2006-127, Site Plan Review, PO'B Montgomery & Company

Site plan review is an excellent time to work toward resolution of a major traffic problem on Dimond Boulevard. The road just to the west of Lot 26A operates on a split phase signal onto Dimond Boulevard. The Municipality and the developer should welcome more efficient access onto and off of the property at this signal.

- Easements and/or dedications are needed for signal maintenance and to improve the approach geometry
- An additional lane onto Dimond Boulevard would greatly help traffic exiting the development. We acknowledge this additional lane would be at the expense of parking.
- Hopefully improvements the developer is making will be rewarded with additional vehicles going to and from the site. The application does not clearly identify the new uses of the site and if they will generate more or less traffic than the former use. If a Traffic Impact Analysis is required, we ask to be involved in its review.
- Changes to the site necessitate access from Dimond Boulevard be readjudicated through our driveway approval process.

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



FLOOD HAZARD REVIEW SHEET for PLATS

RECEIVED

Date: August 3, 2006

AUG 07 2006

Case: 2006-128

Municipality of Anchorage
Zoning Division

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



MUNICIPALITY OF ANCHORAGE
Traffic Department



MEMORANDUM

AUG 02 2006

DATE: July 28, 2006
TO: Jerry T. Weaver, Platting Supervisor, Planning Department
THRU: Leland R. Coop, Associate Traffic Engineer
FROM: Mada Angell, Assistant Traffic Engineer
SUBJECT: Traffic Engineering and Transportation Planning Comments for the September 16, Urban Design Commission Public Hearing

Municipality of Anchorage
Zoning Division

06-127 Bella Vista; Site Plan Review for large retail; Grid 2231

As conditions of approval of this site plan the following must be include:

- The loading berths on East 82nd Avenue can not accommodate 55' tractor trailers completely on site. The tractor portion will encroach into the 82nd Avenue right of way. A condition of approval must state that "the tractor portion shall be removed from the trailer immediately and shall not dwell with the trailer during loading/unloading operations (pursuant to 21.45.090.G."
- At the south-west corner of the site construct ADA ramp and pedestrian walk way that connects the Dimond sidewalk to this facility.
- Site Plan Option 2 shows a new building being located centered at the west access to the site from Dimond. The building location will restrict vehicle stacking at the entrance to the site that will create vehicle conflicts on-site and within the Dimond right of way. This west entrance must be closed with Option 2.

06-128 Coven Village; Conditional Use to serve alcohol; Grid 1631

The parking layout submitted with this Conditional Use Application needs to be redesigned to meet Anchorage Municipal Code Requirements.

- The three parallel parking stalls on the unnamed right of way (incorrectly labeled an alley) do not meet design code requirements.
- No parking calculations were submitted with the application so it is unknown if the required number of parking spaces exist on site.
- No non-conforming rights letter was submitted with the application so it is unknown if the parking is legal non-conforming.

- It appears that the ADA accessible ramp is located within the East 33rd Avenue right of way. It will have to be moved and a new ADA accessible route of travel must be identified on the parking plan.

Traffic

2006-115	R. Cartier	Yes 7/31/06	No Objection
2006-116	R. Cartier	Yes 7/31/06	No Comment
2006-118	R. Cartier	Yes 7/31/06	No Objection
2006-119	R. Cartier	Yes 7/31/06	No Objection
2006-122	R. Cartier	Yes 7/31/06	No Objection
2006-123	R. Cartier	Yes 7/31/06	No Comment
2006-124	R. Cartier	Yes 7/31/06	No Objection
2006-125	R. Cartier	Yes 7/31/06	No Objection
2006-126	R. Cartier	Yes 7/31/06	No Objection
2006-127	R. Cartier	Yes 7/31/06	No Objection
<u>2006-128</u>	R. Cartier	Yes 7/31/06	No Objection
2006-129	R. Cartier	Yes 7/31/06	No Comment
S11284-3	J. Weaver	Yes 7/31/06	No Objection
S11527-1	J. Weaver	Yes 7/31/06	No Objection
S11517-1	J. Weaver	Yes 7/31/06	No Objection
S11518-1	J. Weaver	Yes 7/31/06	No Objection
S11521-1	J. Weaver	Yes 7/31/06	No Objection
S11522-1	J. Weaver	Yes 7/31/06	No Comment
S11523-1	J. Weaver	Yes 7/31/06	No Objection
S11525-1	J. Weaver	Yes 7/31/06	No Objection
S11123-3	J. Weaver	Yes 7/31/06	No Objection
S11470-2	J. Weaver	Yes 7/31/06	No Comment
S11505-2	J. Weaver	Yes 7/31/06	No Comment
S11519-1	J. Weaver	Yes 7/31/06	No Objection
S11520-1	J. Weaver	Yes 7/31/06	No Objection
S11524-1	J. Weaver	Yes 7/31/06	No Comment
S11526-1	J. Weaver	Yes 7/31/06	No Comment
S11510-1	J. Weaver	Yes 7/31/06	No Objection

RECEIVED

JUL 31 2006

**Municipality of Anchorage
Zoning Division**


AFD

Municipality of Anchorage
Treasury Division
Memorandum

RECEIVED

JUL 27 2006

Municipality of Anchorage
Zoning Division

Date: July 27, 2006
To: Rich Cartier, Planning Dept.
From: Daisy VanNortwick, Revenue Officer 
Subject: Liquor License Conditional Use Comments

Liquor License Conditional Use Application Case # 2006-128 at 3230 Old Seward Highway,
transfer from. Sunrise Grill.

I find no outstanding taxes on this application, and see no reason for not approving it.

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) KINLEY'S RESTAURANT & BAR, INC		Name (last name first) KNIPMEYER, BRETT	
Mailing Address 7146 CANDACE CIRCLE		Mailing Address 7146 CANDACE CIRCLE	
ANCHORAGE, AK 99507		ANCHORAGE, AK 99507	
Contact Phone: Day: 346-2638 Night:		Contact Phone: Day: 346-2638 Night:	
FAX:		FAX:	
E-mail: KNIPMEYER@AK.NET		E-mail:	

*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): 00 905222, 00905223		
Site Street Address: 3230 SEWARD HIGHWAY		
Property Owner (if not the Petitioner): YORBA LLC		
Current legal description: (use additional sheet in necessary) COVEN VILLAGE BLK 1 LT 4 & 5		
Zoning: B3	Acreage: 0.25 + 0.23	Grid # SW 1631

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

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

Date: **6.22.06** Signature: **[Signature]**
(Agents must provide written proof of authorization)

Accepted by: AC	Poster & Affidavit: YES	Fee: 4000.00	Case Number: 2006-128	040
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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 Zone
 Floodplain: ☐ None ☐ 100 year ☐ 500 year
 Seismic Zone (Harding/Lawson): ☐ "1" ☐ "2" ☐ "3" ☐ "4" ☐ "5"

RECENT REGULATORY INFORMATION (Events that have occurred in last 5 years for all or portion site)

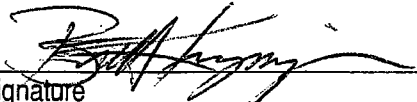
- ☐ Rezoning - Case Number: _____
☐ Preliminary Plat ☐ Final Plat - Case Number(s): _____
☐ Conditional Use - Case Number(s): _____
☐ Zoning variance - Case Number(s): _____
☐ Land Use Enforcement Action for _____
☐ Building or Land Use Permit for _____
☐ Wetland permit: ☐ Army Corp of Engineers ☐ Municipality of Anchorage

DOCUMENTATION

- Required: ☐ 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

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.

6-28-06  MANAGER OF YORBA LLC

Date

Signature

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

FACILITY OPERATIONAL INFORMATION

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

KINLEY'S RESTAURANT & BAR (PREVIOUSLY SUNRISE GRILL)

What is the gross leaseable floor space in square feet?

12,000

What is the facility occupant capacity?

180

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

68

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

92

What will be the normal business hours of operation?

11:30 am - 12:00 am.

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

11:30 am - 12:00 am.

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

33.3 % Alcoholic beverage sales

66.7 % 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

PACKAGE STORES

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

% less than \$5.00

% \$5.00 to \$10.00

% \$10.00 to \$25.00

% greater than \$25.00

CONDITIONAL USE STANDARDS

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 conditional use will further the goals of the development plan by providing the community with a social outlet and a friendly place for the public to gather.

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

The conditional use will conform to the standards by fulfilling all requirements and generally providing the community with the existing purpose.

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 conditional use will be compatible with the existing use because the function of the property has always been a restaurant and has previously had a liquor license.

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.

Pedestrian and vehicular traffic will remain the same as the number of seats & parking will not increase.

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

The availability of public services will also remain the same as the function of the property will not change.

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

None of the above mentioned environmental factors will have any negative impact as the restaurant will conform to all health and safety requirements.

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

The maintenance of compatible development patterns will be kept intact with the existing functions of the property.

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?

1

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

1

How many active liquor licenses are within the boundaries of the local community council?

In your opinion, is this quantity of licenses a negative impact on the local community?

No, the existing and proposed licenses are both restaurant/eating place licenses. They are community minded restaurants with a family friendly attitude.

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

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

All employees in contact with alcohol will be trained appropriately and carry TAM cards. This will include owner, managers, and servers.

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

- | | | |
|---|--|---|
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Happy hours? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Games or contests that include consumption of alcoholic beverages? |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | Patron access and assistance to public transportation? |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | Notice of penalties for driving while intoxicated posted or will be posted? |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | Non-alcoholic drinks available to patrons? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Solicitation or encouragement of alcoholic beverage consumption? |

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

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

inside facility:

Servers & Bartenders will be trained and aware of a customers possible misconduct. Anyone showing signs of anebrication will not be served and assisted to leave in a safe manner and made of transportation

outside facility:

Facility will be well lit and carefully observed if there is any reason to beleive unlawful conduct might occur. If unlawful conduct does occur, the proper authorities will be called.

045

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.

047

Kinley's Restaurant and Bar is a full service, casual, fine dining restaurant. What will set Kinley's apart from the other restaurants in Anchorage is it's quality of food and service, coupled with an approachable and comfortable feel. The quality of food will be of a fine dining establishment, while the atmosphere will be a casual, contemporary Alaskan restaurant. Kinley's will bring fine dining cuisine to a broader span of customers by serving a level of food that will rival other top restaurants, however through reasonable pricing and a casual ambience it will attract a greater variety of the population base.

Kinley's will be an inviting space that is comfortable and relaxing. The construction phase of the remodel will involve a cosmetic overhaul of the dining area. A simple partition wall will be put up with a bar attached to the north side of the wall. The existing dining room will basically become two rooms. One will be the new dining room and the other will be the bar area. The floors will be done, interior and exterior painting, and the parking lot will be resurfaced and landscaped. The décor inside will be hardwood floors, slate, neutral tones, fresh flowers, and attractive art to create a modern, contemporary look with a warm feel.

The menu will be an interesting and creative take on Alaskan cuisine. It will mix a variety of original dishes with inspirations from many different cuisines along with familiar comfort foods. Both lunch and dinner will offer the customer ample opportunity to relax and enjoy a variety of dishes at their leisure, however lunch will also be designed to accommodate people an efficient manner as most people are on a tight schedule for lunch. Lunch will offer soups, salads, gourmet sandwiches, as well as main entrees. Dinner will be more upscale with the focus on an extended meal, as most people will have more time to fully enjoy themselves. The menu will change quarterly with daily specials being offered. The prices will compete with other upscale restaurants in Anchorage, but will try and overcome with a higher value perception through the quality of food and service.

Kinley's will be open for lunch and dinner seven days a week. Lunch will be offered from 11:30 a.m. until 2:30 p.m. and dinner from 5:30 p.m. until 10:00 p.m. Soup, salad, and some appetizers will be available from 2:30 p.m. until 5:30 p.m. Kinley's will have a beer and wine license and drinks will be available from open to close. The bar area will be slightly more casual then the dining room and a perfect place to grab a glass of wine or a cup of coffee. Full service meals will also be available in the bar for whoever chooses. The bar will stay open past 10:00 p.m. depending on business that evening.

Service will be a key issue at Kinley's. The customers perception of their time spent can heavily rely on their service. Which is why the wait staff and management will do everything possible to ensure that the customer is being looked after properly and attentively. Close attention to the desires of the clientele will be of utmost importance to the servers. Kinley's will do everything in its power to please the customer and provide a comfortable, relaxing, and satisfying experience. Furthermore, if a customer ever had a special request or dish they would like prepared, it would be done if at all logistically possible. People will come and return to Kinley's for the food, the service, and because it's a comfortable place to socialize.

The target date for open is a soft opening on the 5th of September and a grand opening following on the 8th. These dates hinge, of course, on the remodel and on the issuing of the conditional use permit and the restaurant/eating place license. Kinley's will be a welcome addition to the community and Anchorage. It will be a place for friends and family to meet and enjoy a good meal or conversation.

[illegible]

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

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

*COPY OF ABC APPLICATION
& ALL INCLUDED PAPERS*

PAGE 1 OF 2

(907) 269-0350

Fax: (907) 272-9412

www.abc.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: <u>2006</u>	License Type: <u>RESTAURANT/EATING PLACE</u>	Statute Reference: <u>Sec. 04.11. 100</u>	License Fee: \$
(Office Use Only) License #:			Filing Fee: \$100.00
Local Governing Body: (City, Borough or Unorganized) <u>MUNICIPALITY OF ANCHORAGE</u>	Community Council Name(s) & Mailing Address: <u>MIDTOWN</u>		Fingerprint: (\$59 per person)
Federal EIN or SSN: <u>56-2578457</u>			Total Submitted: \$
Name of Applicant (Corp/LLC/LP/LLP/Individual/Partnership): <u>KINLEY'S RESTAURANT & BAR, Inc</u>	Doing Business As (Business Name): <u>KINLEY'S RESTAURANT & BAR</u>	Business Telephone Number: <u>907-346-2638</u>	
Mailing Address: <u>3230 SEWARD HIGHWAY</u>	Street Address or Location of Premise: <u>3230 SEWARD HIGHWAY</u> <u>ANCHORAGE, AK 99503</u>	Fax Number:	
City, State, Zip: <u>ANCHORAGE, AK, 99503</u>		Email Address:	
SECTION B. PREMISES TO BE LICENSED. Must be completed.			
Closest school grounds <u>KIRK CAP CHILD DEVELOPMENT CENTER</u>	Distance measured under: <input type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No.	<input type="checkbox"/> Premises is GREATER than 50 miles from the boundaries of an incorporated city, borough, or unified municipality.	
Closest church:	Distance measured under: <input type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No.	<input type="checkbox"/> Premises is LESS than 50 miles from the boundaries of an incorporated city, borough, or unified municipality.	
Premises to be licensed is: <input type="checkbox"/> Proposed building <input checked="" type="checkbox"/> Existing facility <input type="checkbox"/> New building		<input checked="" type="checkbox"/> Not applicable	
		<input type="checkbox"/> Plans submitted to Fire Marshall (required for new & proposed buildings) <input checked="" type="checkbox"/> Diagram of premises attached	

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

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

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

Name	Name of Business	Type of License	Business Street Address	State

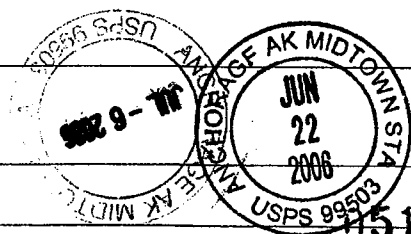
Has any individual, corporate officer, director, limited liability organization member, manager or partner named in this application been convicted of a felony, a violation of AS 04, or been convicted as a licensee or manager of licensed premises in another state of the liquor laws of that state?

☐ Yes ☒ No If Yes, attach written explanation.

Office use only

Date Approved

Director's Signature



Liquor License

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

Name of Entity (Corporation/LLC/LLP/LP) (or N/A if an Individual ownership) KINLEY'S RESTAURANT & BAR, INC.	Telephone Number 907-346-2638	Fax Number
Corporate Mailing Address: 3230 SEWARD HIGHWAY	City ANCHORAGE	State AK
Name, Mailing Address and Telephone Number of Registered Agent BRET KNIPMEYER, 7146 CANDACE CIR, ANCHORAGE, 99507	Date of Incorporation OR Certification with DCED 4-13-2006	Zip Code 99503
State of Incorporation AK		

Is the Entity in compliance with the reporting requirements of Title 10 of the Alaska Statutes? ☒ Yes ☐ No If no, attach written explanation.
Your entity must be in compliance with Title 10 of the Alaska Statutes to be a valid liquor licensee.

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

Name	Title	%	Home Address & Telephone Number	Work Telephone Number	Date of Birth
BRET KNIPMEYER	PRESIDENT	100	7146 CANDACE CIR, 346-2638	346-2638	5-24-71

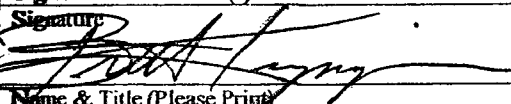

NOTE: On a separate sheet provide information on ownership other organized entities that are shareholders of the licensee.

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

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

Declaration

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

Signature of Licensee(s) 	Signature 
Name & Title (Please Print) BRET KNIPMEYER, PRESIDENT	Name & Title (Please Print) BRET KNIPMEYER, PRESIDENT
Subscribed and sworn to before me this ____ day of _____, 2006	Subscribed and sworn to before me this 22 day of June, 2006
Notary Public in and for the State of Alaska	Notary Public in and for the State of Alaska
My commission expires:	My commission expires:

New License App 11/05

STATE OF ALASKA
NOTARY PUBLIC
My Commission Expires Jan 19, 2009

ANCHORAGE AK
JUN 22 2006
DPS 99503
052

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

1. a. Posting of application for a new RESTAURANT/EATING PLACE liquor license
for KINLEY'S RESTAURANT & BAR
located at 3230 SEWARD HIGHWAY, ANCHORAGE, AK 99503
(address and/or location)

OR

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

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

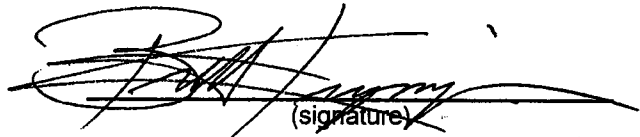
JUNE 22, 2006 to JULY 6, 2006

*** Prior to the filing of said application, a true copy of the application was posted at the following described locations: (name and address of location)

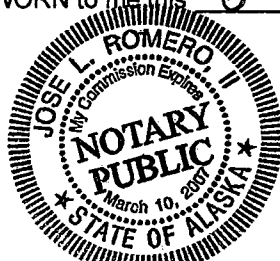
- a. Location of premises to be licensed 3230 SEWARD HIGHWAY
b. Other conspicuous location in the area MIDTOWN POST OFFICE

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

- a. ☐ a radius of five (5) miles of the proposed location.
b. ☐ an incorporated city, organized borough or unified municipality.
c. ☒ does not apply (application filed under AS 04.11.400(d)(e)(g) or transfer of license holder or location within an incorporated city or unified municipality or organized borough).
d. ☐ established village.
e. ☐ lodge license.


(signature)

SUBSCRIBED and SWORN to me this 6th day of JULY, 2006.



Jose L. Romero #
Notary Public in and for Alaska
My commission expires: MARCH 19 2007

ANCHORAGE PUBLISHING, INC.

Mail: P.O. Box 241841, Anchorage, Alaska 99524-1841

Office: 540 E. Fifth Avenue, Anchorage, Alaska 99501

Phone: (907) 561-7737 Fax: (907) 561-7777



ANCHORAGE PRESS AFFIDAVIT OF PUBLICATION

Liquor License

New Application

Kinley's Restaurant & Bar, Inc. is making application for a new Restaurant/Eating Place Liquor License AS 04.11.100.1/b/a Kinley's Restaurant & Bar located at 3230 Seward Hwy, Anchorage, AK 99503.

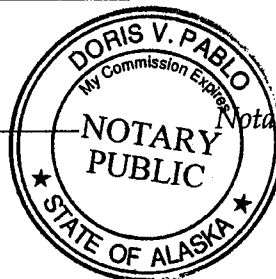
** Interested persons should submit written comment to their local governing body, the applicant and to the Alcoholic Beverage Control Board at 550 W. 7th Ave., Suite 540 Anchorage, Alaska 99501.

I, Bridget Mackey, advertising representative for Anchorage Publishing, Inc., verify that the Liquor License New Application Notice for Kinley's Restaurant & Bar, Inc. located at 3230 Seward Hwy., Anchorage, AK 99503, was published in the June 8, June 15 and June 22, 2006 issues of the Anchorage Press Newspaper.

A handwritten signature in black ink, appearing to read "Bridget Mackey".
Bridget Mackey

Subscribed and sworn to me in the Municipality of Anchorage, in the state of Alaska,
on this 27th day of June, 2006.

A handwritten signature in black ink, appearing to read "Doris V. Pablo".
Notary Public Signature



Notary Public Seal:

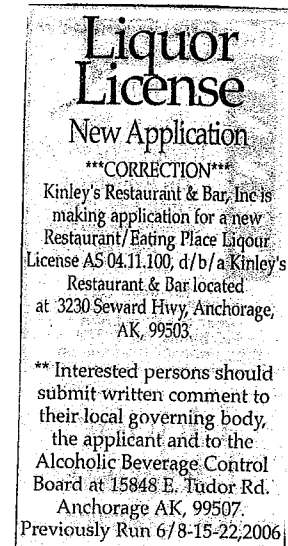
05/16/09
Commission Expires

ANCHORAGE PUBLISHING, INC.

Mail: P.O. Box 241841, Anchorage, Alaska 99524-1841
Office: 540 E. Fifth Avenue, Anchorage, Alaska 99501
Phone: (907) 561-7737 Fax: (907) 561-7777



ANCHORAGE PRESS AFFIDAVIT OF PUBLICATION



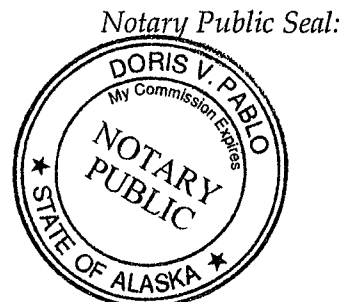
I, Bridget Mackey, advertising representative for Anchorage Publishing, Inc., verify that the Liquor License New Application Correction Notice for Kinley's Restaurant & Bar, Inc. located at 3230 Seward Hwy., Anchorage, AK 99503, was published in the July 20, 2006 issue of the Anchorage Press Newspaper.

A handwritten signature of Bridget Mackey.
Bridget Mackey

Subscribed and sworn to me in the Municipality of Anchorage, in the state of Alaska,
on this 20th day of July, 2006.

A handwritten signature of the Notary Public.
Notary Public Signature

05/16/09
Commission Expires



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.

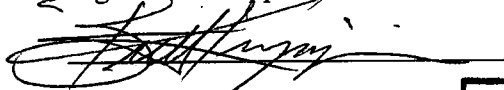
APPLICANT'S NAME AND MAILING ADDRESS	DBA (BUSINESS NAME) AND LOCATION
KINLEY'S RESTAURANT & BAR, INC.	KINLEY'S RESTAURANT & BAR
7146 CANDACE CIRCLE	3236 SEWARD HIGHWAY
ANCHORAGE, AK 99507	

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
ALASKA GROWTH CAPITAL	3900 C ST. STE 302	500,000.	START UP RESTAURANT
	ANCHORAGE, AK		
	99503		

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

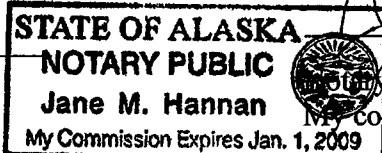


Date

6-22-06

Subscribed and sworn to before me this

22nd Day of June 19, 2006



Public in and for the State of Alaska

My commission expires 04/01/09

Alaska Entity #: 100504

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

**CERTIFICATE
OF
INCORPORATION
Business Corporation**

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

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

Kinley's Restaurant & Bar, Inc.

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



IN TESTIMONY WHEREOF, I execute this certificate and affix the Great Seal of the State of Alaska on **April 13, 2006.**

William C. Noll

William C. Noll
Commissioner

DEMO EXISTING FLOORING, BOOTHS,
AND PONY WALLS AT EXISTING DINING ROOM.

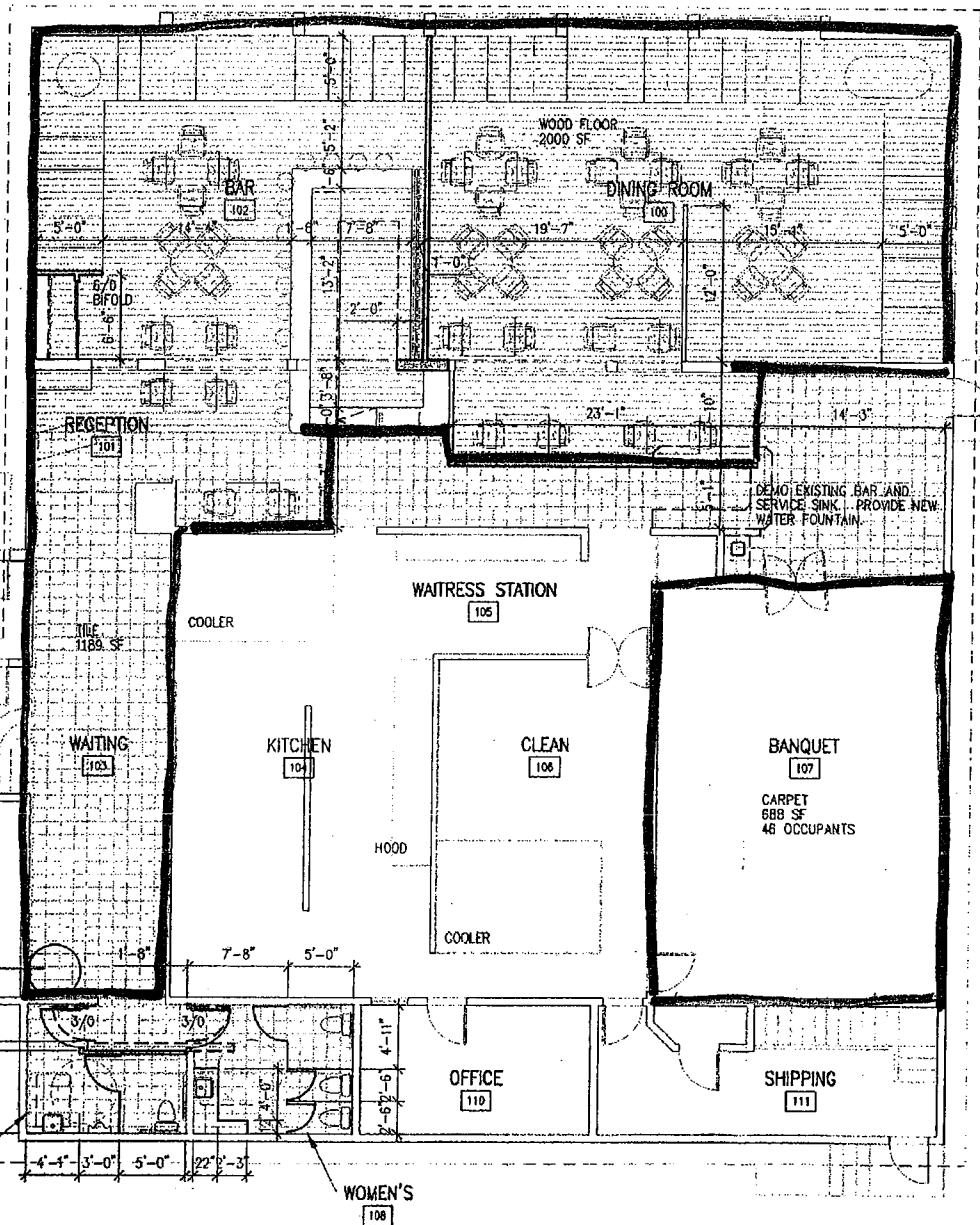
DEMO EXISTING STAIR:
PROVIDE NEW STAIR AT 44" WIDE
WITH A 44"x44" TOP LANDING.
PROVIDE 36" HIGH HANDRAILS EACH SIDE.
7" MAX. RISER HEIGHT AND 11" TREADS.

FIREPLACE (E)

DEMO WALLS AND DOORS AT EXISTING
BATHROOM ENTRIES.

MEN'S
109

WOMEN'S
108



FIRST FLOOR PLAN

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

APPLICANT

LAST NAME NAM FIRST NAME MIDDLE NAME

KNIPMEYER, BRETT C

SIGNATURE OF PERSON FINGERPRINTED

Brett Knipmeyer

RESIDENCE OF PERSON FINGERPRINTED

7146 CANDACE CIR ANCHORAGE AK 99507

ALIASES AKA

1290

CITIZENSHIP CTZ

US

YOUR NO. OCA

FBI NO. FBI

ARMED FORCES NO. MNU

SOCIAL SECURITY NO. SOC
332662913

MISCELLANEOUS NO. MNU
ADL6991632

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AKAST0100
DPS
ANCHORAGE, AK

DATE OF BIRTH DOB
Month Day Year
19710524

PLACE OF BIRTH POB
IL

DATE

SIGNATURE OF OFFICIAL TAKING FINGERPRINTS

20060706

ELIZABETH LUJON

EMPLOYER AND ADDRESS

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

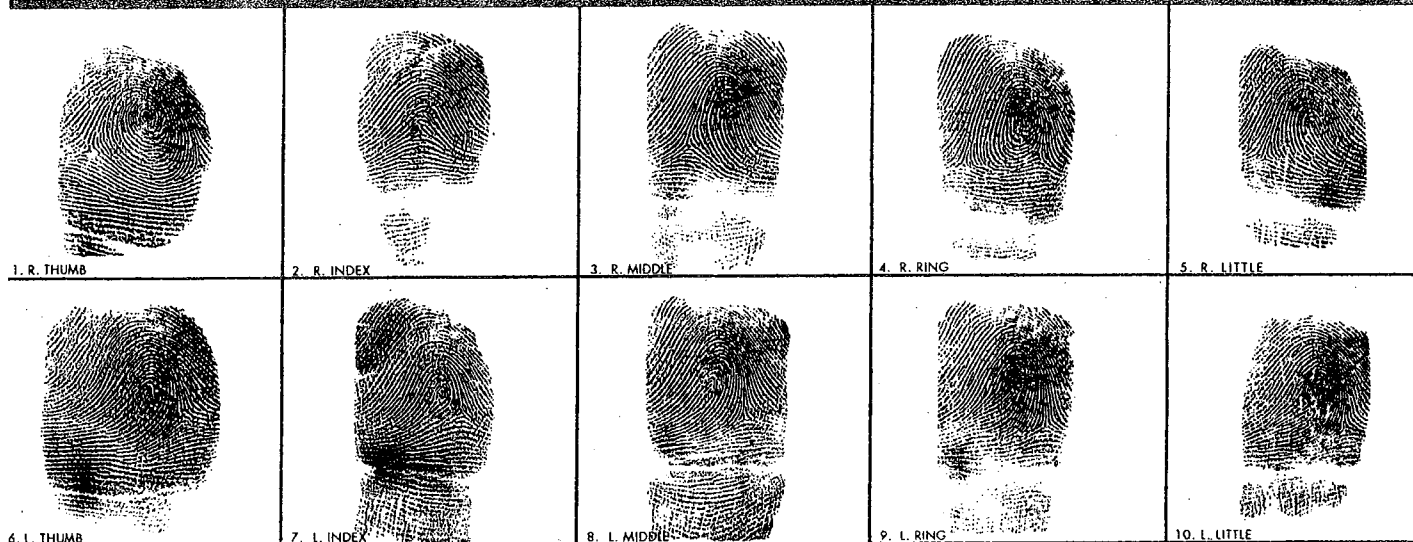
REASON FINGERPRINTED

Application for liquor license
AS 04.11.295

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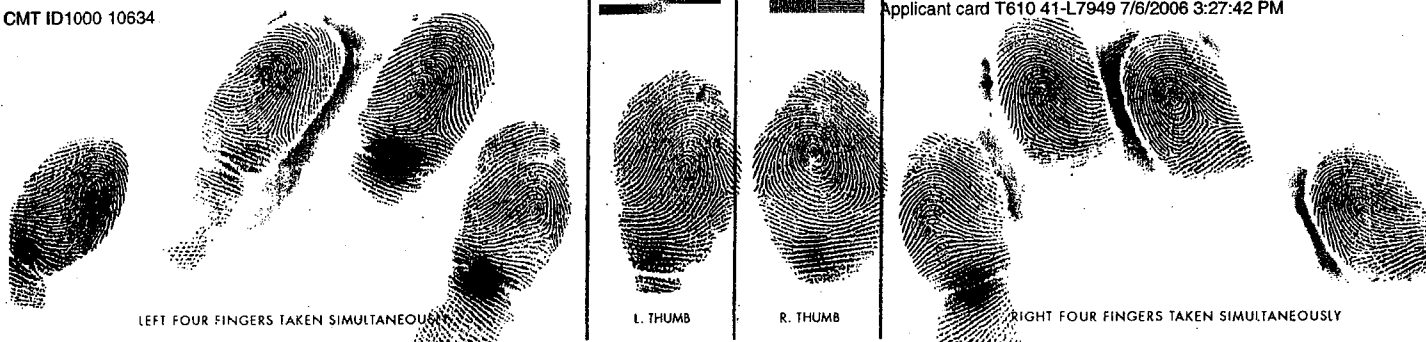
CLASS

REF



CMT ID1000 10634

Applicant card T610 41-L7949 7/6/2006 3:27:42 PM



LEFT FOUR FINGERS TAKEN SIMULTANEOUSLY

L. THUMB

R. THUMB

RIGHT FOUR FINGERS TAKEN SIMULTANEOUSLY

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: KINLEY'S RESTAURANT & BAR, INC.

D/B/A: KINLEY'S RESTAURANT & BAR

ADDRESS: 3230 SEWARD HIGHWAY

1. Hours of Operation: 11:30 AM to 12:00 AM Telephone # 907-346-2638
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: ~~CHIEF SERVER~~ HOSTESS, DISHWASHER, BUSSER, COOK

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

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

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

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

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

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

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

[Signature]
Applicant(s) signature

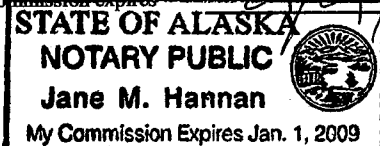
Subscribed and sworn to before me this

22nd day of June 2000

[Signature]
Notary Public in and for Alaska

My Commission expires

6/01/09



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

Date: _____

Director, ABC Board

Date: _____

NOTE: AS 04.16.049(c) 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.

Sample Menu 5.3.2

Lunch Menu

Appetizers

Mixed Olives 4
Bacon wrapped Dates in a Lemon and Garlic Butter 4
Alaskan Oysters on the Halfshell with a Riesling Mignonette 2 ea.
Alaskan Oysters on the Halfshell Served Hot on Spinach
with a Bacon Bechamel 2.50 ea.
Orange Zested Crab Cakes with a Smoked Tomato Aioli 12
Wild Mushroom Tart with a Fresh Herb Salad 8
Lobster Ravioli in a Roasted Shallot and Basil Cream 10
Antipasto Plate with Prosciutto, Dry Salami, Smoked Salmon,
Manchego, Smoked Gouda, Olives,
and Roasted Peppers 7

Soups and Salads

Greek Tomatoes, Red Onion, and Cucumbers, Tossed with Balsamic Vinaigrette
and Topped with Feta and Olives 7
Caprese Fresh Mozzarella and Tomato
Salad with Basil 7
Caesar Romaine, Parmesan, Croutons, and
Caesar dressing 7
House Greens, Bacon, Pear Vinaigrette, Toasted Pecans, and Bleu Cheese 7
White Parsnips, Fennel, Leek, Celery Root, Cauliflower,
and Jerusalem Artichoke Tossed in a
Creamy Roquefort Dressing 7
Vegetable Beef Soup 6
Soup du Jour 6

Sandwiches

Sandwiches Served with Salad, Soup, or French Fries

- Pot Roast Sandwich with Carmelized Onion, Fresh Horseradish,
and Aged White Cheddar on a Kaiser Roll 10
- Grilled Halibut BLT on Rosemary Bread 10
- Reuben on Marbled Rye 10
- Crispy Onion Crusted Chicken Breast Sandwich with a Garlic Aioli
and a Dried Cherry Relish on a Kaiser Roll 10
- Roasted Mediterranean Vegetable Sandwich with Spinach
Pesto on Rosemary Bread 10

Entrees

- Beer Battered Halibut with an Olive and Caper Aioli 15
- Pan Fried Calamari Steak with a Tomato and Basil Beurre Blanc 12
- Rockfish in a Chipotle, Orange, Tomato, and Olive Sauce 12
- Sirloin Steak with a Bourbon and Bacon Demi Glace 18
- Bratwurst Cooked in a Pale Ale then Grilled and served with Sauerkraut 12
- Grilled Chicken Breast on Penne Tossed in a Carbonara Sauce 14
- Fresh Penne Pasta with Chicken and Italian Sausage Tossed in a
Sun-Dried Tomato Cream Sauce 14
- Peanut Noodles with Ginger Vegetables and Tofu 10

Appetizers

Mixed Olives 4
Alaskan Oysters on the Halfshell with a Riesling Mignonette 2 ea.
Alaskan Oysters on the Halfshell Served Hot on Spinach with a Bacon Bechamel 2.50 ea.
Bacon Wrapped Dates in a Lemon and Garlic Butter 4
Orange Zested Crab Cakes with a Smoked Tomato Aioli 10
Wild Mushroom Tart with a Fresh Herb Salad 8
Lobster Ravioli in a Roasted Shallot and Basil Cream 10
Two Empanadas of Braised Beef with Chevre and Black Bean with Banana served with a
Roasted Pepper Dipping Sauce 9
Andouille Sausage and Shrimp Cheesecake with a Spicy Tomato Vinaigrette 9
Antipasto Plate with Prosciutto, Dry Salami, Smoked Salmon, Manchego, Smoked Gouda, Olives,
and Roasted Peppers 10

Soups and Salads

Greek Tomatoes, Red Onion, and Cucumbers Tossed with Balsamic Vinaigrette and
Topped with Feta and Olives 7
Caprese Fresh Mozzarella and Tomato Salad with Basil 7
Caesar Romaine, Parmesan, Croutons, and Caesar Dressing 7
House Greens, Bacon, Pear Vinaigrette, Toasted Pecans, and Bleu Cheese 7
White Parsnips, Fennel, Leek, Celery Root, Cauliflower, and Jerusalem Artichoke Tossed in a
Creamy Roquefort Dressing 7
Vegetable Beef Soup 6
Soup du Jour 6

Entrees

Pecan crusted Wild King Salmon with a beurre noisette drizzled with a maple infused honey 24
Almond crusted Halibut on a cherry and apple cider beurre blanc 22
Sage and Basil Pesto topped Scallops on a curried tomato cream sauce 22
Chorizo crusted Rockfish on a roasted pablano and tomatillo sauce 16
Filet Mignon on a bordelaise sauce topped with crispy prosciutto and bleu cheese 30
Ancho and coffee rubbed Sirloin Steak with a wild mushroom demi glace 25
Chicken breast stuffed with herbs, pancetta, and pine nuts 16
Bratwurst cooked in a Pale Ale then fire grilled and served with sauerkraut and whole grain mustard 16
Fresh penne pasta with artichoke hearts and wild mushrooms tossed in a sun-dried tomato cream sauce 1
Garlic and thyme rubbed roast rack of lamb with crumbled feta on a cherry balsamic demi glace 28
Veal scallopine layered with Sage and Prosciutto on a Madeira Jus 24
Polenta Napoleon stacked with oven-roasted vegetables on a roasted garlic cream 16

Desserts

Maple Mousse Napoleon with Macadamia Brittle
and a Passion Fruit- Mango Sauce 6

Banana Brown Butter Tart 6

Chocolate Pecan Crepes Filled with Vanilla Custard and Blueberries 6

Black Bottomed Coffee Crème Brulee 6

Housemade Ice Cream of the Day 6

Flourless Chocolate Tart with Crème Anglaise 6

Wines by The Glass

White

Wynns Estate Riesling , Australia 2003	\$ 4.00
Lurton Les Fumees Sauvignon Blanc , France 2004	\$ 4.00
Dry Creek Chenin Blanc , California 2005	\$ 4.00
Delas Cotes du Rhone Blanc St.Esprit , France 2004	\$ 4.00
Yalumba Chardonnay Unoaked "Y" Series , Australia 2005	\$ 4.00

Red

Dona Paula Malbec , Argentina 2004	\$ 5.00
Columbia Winery Syrah , Washington 2001	\$ 5.00
Genesis Merlot , Washington 2002	\$ 5.00
Badia a Coltibuono Cancelli Sangiovese , Italy 2003	\$ 5.00
Los Cardos Cabernet Sauvignon , Argentina 2004	\$ 5.00

White Wine

	<u>Bottle</u>
Morgadio <i>Albarino</i>, Spain 2004	\$ 20.00
Kim Crawford <i>Sauvignon Blanc</i>, New Zealand 2005	\$ 20.00
Joseph Drouhin Vero <i>Chardonnay</i>, Burgundy France 2004	\$ 20.00
Zenato <i>Chardonnay Riserva Sergio</i>, Italy 2002	\$ 30.00
Schlumberger <i>Prince Abbes Riesling</i>, Alsace France 2004	\$ 19.00
King Estate <i>Signature Pinot Gris</i>, Oregon 2004	\$ 20.00
Bonny Doon <i>Vin Gris de Cigare</i>, California 2005	\$ 15.00

Red Wine

	<u>Bottle</u>
A to Z Pinot Noir , Oregon 2004	\$ 19.00
Breton Lorinon Tinto Reserva , Spain 2001	\$ 20.00
Woodward Canyon Nelm's Road Merlot , Washington 2003	\$ 20.00
Veramonte Primus , Chile 2003	\$ 19.00
Larkmead Cabernet Sauvignon , Napa 2002	\$ 50.00
Ravenswood Icon Syrah , California 2003	\$ 20.00
Magdelaine St. Emilion , France 2001	\$ 70.00

Beer

	<u>Bottle</u>
Franziskaner Hefe Weisse, Germany	\$ 4.00
Spaten Premium Lager, Germany	\$ 4.00
Spaten Optimator, Germany	\$ 4.00
Unibroue Maudite, Canada	\$ 4.00
Chimay Grand Reserve, Belgium	\$ 5.00
Liefmans Frambozen, Belgium	\$ 6.00

LEASE AGREEMENT

THIS AGREEMENT is made and entered into effective the 23 day of June, 2006, by and between Yorba, LLC, an Alaska limited liability company, hereinafter referred to as LESSOR, and Kinley's Restaurant & Bar, Inc., an Alaska corporation, hereinafter referred to as LESSEE.

WITNESSETH:

1. Premises. For and in consideration of the rental to be paid and the covenants to be performed by Lessee hereunder, Lessor hereby leases, demises, and lets to Lessee real property [and improvements situated thereon] described as follows:

See attached.

The real property and improvements may be referred to in this lease as the "Premises." The address of the Premises is: 3230 Seward Highway, Anchorage, Alaska 99503.

2. Term. This Lease shall be for an initial term of Ten (10) years, commencing on the 1st day of July, 2006, and terminating on the 30th day of June, 2016.

Permission is given by the Lessor to the Lessee to enter into possession of the Premises prior to the date herein fixed for the commencement of the Lease term, and such occupancy by the Lessee shall be deemed to be that of a Lessee under the terms, covenants and conditions of this Lease, except as to the covenant to pay rent. There shall be no rent due until July 1, 2006.

In the event the application of the foregoing rent commencement provision results in a commencement date other than the first day of a calendar month, the rent shall be immediately paid for such initial fractional month prorated on the basis of a thirty-one (31) day month and the term of the Lease shall commence on the first day of the calendar month next succeeding. Lessee shall, upon request by Lessor, execute and deliver to Lessor a written declaration in recordable form expressing the commencement and termination dates hereof and certifying the Lease is in full force and effect and there are no defenses or offsets thereto, or stating those claimed by Lessee.

3. Extension of Term. Provided Lessee there are no material breaches of the terms and conditions of this Lease, Lessee may, at its option, extend the term of this Lease for two (2) periods of five (5) years each, herein referred to the "Extended Terms". Such option to extend shall be exercised by Lessee by giving written notice to Lessor not less than six (6) months prior to the expiration of the initial ten year term of the lease or within six months prior to the expiration of the initial five year Extended Term. Such Extended Terms of the Lease shall be upon the same terms, covenants and conditions provided for in this Lease for the initial ten year term except that the periodic rent shall be adjusted to the fair market rent of the Premises for such extended term.

As employed herein, the term "Fair Market Rent" is the rent for the Premises which shall be agreed to by an informed Lessor who is willing but not obligated to lease, and an informed Lessee who is willing but not obligated to lease, for the subject five year Extended Terms. If after timely exercise of Lessee's option to extend, the Lessor and Lessee are unable within thirty days after such option to exercise, to agree on the Fair Market Rent for the subject Extended Term of five years (to be paid in monthly payments, in advance on the first day of each and every month during such Extended Term), the Lessor and Lessee shall promptly appoint a disinterested person, in Anchorage, Alaska, with at least five years professional experience as a real estate appraiser, as an appraiser. The two appraisers thus appointed will then attempt to determine or fix the Fair Market Rent for the Extended Term. If the two appraisers cannot within sixty days after their appointment agree on the Fair Market Rent, they shall appoint a third disinterested person in Anchorage, Alaska, with at least five years professional experience as an appraiser. The determination of the majority of the three appraisers shall be conclusive upon the parties, and judgment upon the same may be entered in any court having jurisdiction. Lessor and Lessee shall be entitled to present evidence and argument to the appraisers. The appraisers shall give a signed written notice to the Lessor and Lessee stating their determination. In the event of the failure, refusal or inability of any appraiser to act, a new appraiser shall be appointed in his or her stead, which appointment shall be made in the same manner as hereinbefore provided, for the appointment of the appraiser so failing, refusing or unable to act. The fees and expenses of each appraiser and appraisal shall be born equally by Lessor and Lessee.

4. Surrender of Possession. On the last day of the term demised, or on the sooner termination thereof, Lessee shall peaceably and quietly leave, surrender and yield up unto Lessor all and singular the Premises, broom clean, in good order and repair together with all alterations, additions and improvements which may have been made upon the Premises, except movable furniture or movable trade fixtures put in at the expense of Lessee. If Lessee caused the Premises to be improved with other than building standard ceiling suspension system, acoustical tile ceiling, fluorescent light fixtures, millwork detail, doors and door frames, hardware or carpet and base, or any corridor adjacent to the core of the building to be other than building standard width and construction, Lessee shall pay Lessor at Lessor's option an amount equal to the cost to replace all such non-standard items with building standard items and the cost to replace such non-standard public corridor with one of building standard width and construction. Lessee shall further be obligated to pay for the cost of the repair of all screw holes, nail holes and/or other damage caused or left by the removal of any fixtures, decorations or alterations made by Lessee, whether or not such items are removed by Lessee. If the last day of the term of this Lease falls on Sunday, this Lease shall expire on the business day immediately preceding it. Lessee, on or before said date, shall remove all property from the Premises, and all property not so removed shall be deemed abandoned by Lessee. If said Premises is not surrendered at the end of the term, Lessee shall indemnify Lessor against loss or liability resulting from the delay by Lessee in so surrendering the Premises, including without limitations any claims made by any succeeding Lessee founded on such delay.

5. Rental. For the use and occupancy of the above-described Premises, Lessee shall pay to Lessor in advance, on the 1st day of each calendar month during the entire term of this Lease,

the sum of Ten Thousand Five Hundred and 00/100 Dollars (\$10,500.00) per month. The first month's rental shall be paid in advance, receipt of which is hereby acknowledged by Lessor. Unless and until Lessee is otherwise notified in writing by Lessor, rent due hereunder shall be paid by check to Lessor at the address noted hereon.

In addition to the foregoing rent provided for in this Lease, all other payments to be made by Lessee to Lessor shall be deemed to be and shall become additional rent hereunder, whether or not the same be designated as such; and shall be due and payable on demand or together with the next succeeding installment of rent, whichever shall first occur, together with interest thereon; and Lessor shall have the same remedies for failure to pay the same as for a nonpayment of rent. Lessor, at its election, shall have the right to pay or do any act which requires the expenditure of any sums of money by reason of the failure or neglect of Lessee to perform any of the provisions of this Lease, and in the event Lessor shall at its election pay such sums or do such acts requiring the expenditure of moneys, Lessee agrees to pay Lessor, upon demand, all such sums, and the sums so paid by Lessor, shall be deemed additional rent and be payable as such.

6. Interest on Unpaid Rent; Late Charges.

(a) Rent(s) not paid when due by Lessee shall bear interest at the rate of twelve percent (12%) per annum or the highest rate allowed by law, whichever is less.

(b) Lessee acknowledges that late payment by Lessee to Lessor of rent or other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which would be extremely difficult and impractical to precisely ascertain. Such costs include, but are not limited to processing and accounting charges and late charges that may be imposed on Lessor by the terms of any mortgage or trust deed covering the Premises. Therefore, in the event Lessee should fail to pay any installment of rent or any other sum due hereunder within five (5) days after the date that such amount is due, Lessee shall pay to Lessor as additional rent a late charge of \$50.00 for each day that any portion of any monthly rental installment is unpaid after the due date for that monthly installment. A Fifty Dollar (\$50.00) charge will be paid by Lessee to the Lessor for each returned check. Lessee and Lessor agree that these charges are a reasonable estimate of the damages Lessor will incur if Lessee fails to pay rent in a timely manner or if Lessee's check is returned.

7. Security Deposit. No security deposit is required from Lessee.

8. Use and Title. Except upon Lessor's written consent, Lessee shall have the right to use the leased Premises in conjunction with operation of Kinley's Restaurant & Bar business operations, and for no other purpose. Lessor will not unreasonably withhold consent for Lessee to operate another business on the leased Premises. Reasonable grounds for Lessor withholding consent to operate other businesses on the leased Premises include, but are not limited to, situations where the granting of such consent might violate then existing contractual commitments of Lessor [or other businesses in which Lessor has an interest] to third parties. Lessor warrants and represents to Lessee: that Lessor has the full rights and lawful authority to

enter into this Lease and that Lessor has title to the leased Premises, subject to liens, easements, covenants, restrictions, conditions, reservations, and other matters of record.

9. Lessor's Right of Entry. Lessee, at any time during the term of this Lease, shall permit reasonable inspection of the Premises during business hours by the Lessor, or Lessor's agents or representatives, or by or on behalf of prospective purchasers, and during the six (6) months immediately preceding the expiration of this Lease, shall permit inspection thereof by or on behalf of prospective lessees, provided the inspection does not unreasonably interfere with Lessee's business.

10. Operating Costs and Utilities. Lessee shall be responsible for providing all electricity, gas, telephone, water, sewer, trash collection, snow removal, and other services, goods or utilities employed in connection with the leased Premises and business operated thereon. Lessee shall promptly pay all costs and expenses for these items as they become due and payable.

11. Improvements, Alterations, and Additions

(a) Lessee agrees to accept the Premises in the current condition and configuration. All improvements, alterations, and additions that Lessee shall choose to make to the Premises shall be reviewed and subject to the approval by the Lessor prior to the commencement of any work. Any such approval shall be in Lessor's sole discretion. All improvements, alterations, and additions that Lessee shall choose to make to the Premises shall be additionally subject to the following conditions:

- (1) No change, alteration, improvement or renovation shall be undertaken until Lessee shall have procured and paid for all required municipal and other governmental permits and authorizations of the various municipal departments.
- (2) All work done in connection with any change, alteration, improvement or renovation shall be done in a good and workmanlike manner and in compliance with the building and zoning laws, and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and the appropriate departments, commissions, boards and officers thereof. Lessee shall procure certificates of occupancy and other certificates as required by law.
- (3) At all times when any change, alteration, improvement or renovation is in progress, there shall be maintained, at Lessee's expense, worker's compensation insurance in accordance with law covering all persons employed in connection with the change or alteration, and general liability insurance for the mutual benefit of Lessee and Lessor, expressly covering the additional hazards due to the change or alteration.
- (4) All workmanship involved and material used shall be of a quality consistent with the construction of the Premises at the start of the Lease term. All contractors involved in such alterations shall be approved by Lessor prior to commencing work.

(b) All alterations, additions or improvements made to the Premises by Lessee or Lessor, including, but not limited to partitions, wallpaper, paneling and shelving, unless Lessor shall otherwise elect in writing, shall, at the end of the term hereof, become the property of the Lessor and be surrendered as part of the Premises, except to the extent of shelving, cabinets, and other items which were directly paid for by Lessee. Lessee shall repair any damage to the Premises from such removal.

(c) Specific improvements for the Leased Space negotiated by the parties will be accomplished pursuant to the provisions of **Exhibit A** attached hereto. The cost and expense of such tenant improvements will be borne by Lessee.

12. Liens. The Lessee shall keep the Premises free from liens for labor or materials ordered or supplied upon the express or implied request of Lessee. Should any such lien be recorded or should a lien be recorded by reason of a claim against Lessee, for acts or omissions of Lessee, Lessee shall forthwith, and within ten (10) days of learning of such recording, cause the same to be cancelled and discharged of record. Alternatively, Lessee shall provide Lessor with written proof of the existence of an appropriate surety bond in accordance with AS 34.35.072 written by a corporate surety qualified to do business in the State of Alaska, in an amount equal to not less than 150% of the amount of the claim of lien. Such surety bond shall be in favor of Lessor or the lien claimant. Lessee shall take all steps necessary to have such lien released or judgment resulting therefrom satisfied at Lessee's own expense. Lessee shall indemnify and hold harmless Lessor against and from all costs, liabilities, suits, penalties, claims, and demands, including reasonable attorney's fees, resulting from any such lien.

At least (20) days before commencing any work that is or may be the subject of a lien for work done or materials furnished to the Premises, Lessee shall notify Lessor in writing thereof, to allow Lessor, if it desires, to post and record notices of non-responsibility to take any other steps the Lessor deems appropriate to protect its interest. The provisions in this Section are in addition to any requirements that Lessee obtain written consent of the Lessor prior to starting alterations, additions, or improvements.

13. Compliance with Laws; Environmental Provisions.

(a) Generally. Lessee shall at its own costs and expense execute and comply with all federal, state and local laws, and all governmental and quasi governmental laws, regulations, and guidelines presently in effect, and all additional and other laws, regulations, and guidelines which may hereafter be enacted or go into effect relating to or affecting the Premises, including without limitation, any of the foregoing which concern the impact on the environment of construction, land use, the maintenance and operation of structures and the conduct of the business. Lessee shall also, at its own cost and expense, comply with any covenants, conditions, restrictions, easements, affecting the Premises and comply with any regulations relating to the location where the Premises is located. Lessee will not cause or permit to be caused any act or practice, by negligence, omission or otherwise, that would adversely affect the environment or do anything or permit anything to be done that would violate any of said laws, regulations,

guidelines, rules, easements, restrictions, or reservations. Any violation of this covenant shall be a material breach and an event of default hereunder.

Lessee shall execute and comply with all rules, regulations and requirements of the board of fire underwriters, Lessor's insurance carriers (if any), and other organizations establishing insurance rates, to the extent that the same or any of them are applicable to the Premises or Lessee's use and occupancy thereof.

Lessee shall not suffer, permit or commit any waste or nuisance upon or within the Premises, or allow any health, safety, or fire hazards to exist therein.

(b) Americans with Disabilities Act. During the term of this Lease, it is the sole responsibility of the Lessee to manage and operate the Premises in compliance with all applicable Americans with Disabilities Act requirements. Lessor is specifically, and in all ways, to be indemnified, defended, and held harmless by Lessee in regard to any ADA non-compliance claims, issues, building modifications or mitigation required as the result of the Americans with Disabilities Act.

(c) Environmental Laws. In furtherance and not in limitation of the foregoing paragraphs, Lessee must, at its own expense, comply with all laws, ordinances, regulations and administrative agency or court orders relating to health, safety, noise, environmental protection, waste disposal, hazardous or toxic materials, and water and air quality. In the event any discharge, leakage, spillage, emission or pollution of any type, or other release of hazardous materials occurs upon or from the Premises during the Lease term or any holdover thereafter which is deemed attributable to Lessee's use and occupancy of the Premises, but which shall not include discharge, leakage, spillage, emission, or pollution of any type or other release of hazardous material from unknown sources or sources unrelated to Lessee's use and occupancy of the Premises [such as from adjacent parcels of land]. Lessee shall immediately notify Lessor, and Lessee shall, at Lessee's own expense, clean and restore the Premises to the satisfaction of Lessor and any governmental body or court having jurisdiction of the matter.

(d) Hazardous Materials on Premises. Lessee shall not cause or permit any hazardous materials to be brought upon, kept or used in or about the Premises by Lessee, its agents, employees, contractors or invites without the prior written consent of Lessor, and then only in compliance with all applicable laws and regulations.

(e) Environmental Indemnity. Lessee agrees to indemnify, hold harmless, and defend Lessor against all liability, cost and expense, including without limitation, any fines, penalties, diminution in value of any of the Premises, assessment and clean-up costs, judgments, litigation costs and attorney's fees incurred by or levied against Lessor as a result of Lessee's breach of these environmental provisions or as a result of any discharge, leakage, spillage, emission or pollution on or discharged from the Premises as a result of Lessee's use and occupancy of the Premises, during this Lease term, without regard to whether such liability, cost or expense arises during or after the Lease term; provided, however, that Lessee shall not be required to indemnify Lessor under this paragraph if the parties agree or a court of competent jurisdiction determines

that such liability, cost or expense is caused directly and solely by the negligence of Lessor. The foregoing indemnity shall survive the expiration or earlier termination of this Lease. The foregoing indemnity shall not apply to any discharge, leakage, spillage, emission or pollution which is caused by a person who occupies the Premises after the termination of this Lease.

(f) **Hazardous Material.** For purposes of this Lease, the term "hazardous material" means any hazardous or toxic substances, material, or waste, including but not limited to those substances, materials, and wastes listed or defined as such in federal, state, or local law, regulation or ordinance, including but not limited to, in the following: U.S. Department of Transportation Hazardous Materials Table (49 C.F.R. § 172.101); regulations of the U.S. Environmental Protection Agency (including 40 C.F.R. Part 302; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. and its implementing regulations; the Solid Waste Disposal Act of 1984; 18 Alaska Administrative Code § 2601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.); and as a petroleum product or oil as defined in 33 U.S.C. § 1321.

14. Condition, Maintenance, and Repair of Premises. Lessee acknowledges that it has inspected the leased Premises and that it is in good condition and suitable for Lessee's intended use. Lessee accepts the leased Premises "as is."

Lessee covenants and warrants that it shall during the term of this Lease and any renewal or extension thereof, at its sole expense, keep the Premises in as good order and repair as it is at the earlier date of: the date Lessee entered into possession of the Premises; or the commencement of this Lease. This covenant includes the Lessee's obligations to: keep the Premises clean, safe and orderly; provide all equipment needed for the operation of its business conducted on the Premises; conduct activities upon and generally maintain the Premises in such a manner and with such care that injury to persons and damage to property does not result; not use the Premises in a manner that will increase the rate of fire and extended coverage insurance or which will cause cancellation of the insurance or will make coverage unavailable; not damage the Premises or the improvements while moving equipment to and from the Premises; not use any plumbing facilities except for their intended purposes; and not cause or permit any waste, damage or injury to the Premises.

All maintenance and repair of the leased Premises is the responsibility of the Lessee. Lessor has no maintenance or repair obligations. All maintenance and repairs, including but not limited to, electrical, HVAC, plumbing and sewer, roofing and structural, shall be the responsibility of Lessee. Without limitation, Lessee shall, at its own cost and expense, keep and maintain the leased Premises in good order and repair and, upon termination of this Lease, Lessee shall deliver the leased Premises to Lessor in as good a condition as when delivered to Lessee.

Lessee shall also be responsible for repairing any and all damage caused by natural wear, depreciation, the elements, fire, any other casualty, or any other cause.

15. Fixtures. Lessee may, at its own cost and expense, install equipment, furniture, and removable trade fixtures on the leased Premises, providing such work is done in a proper manner and without impairing the structural integrity of the improvements then located on the leased Premises. All such equipment, furniture, and removable trade fixtures shall remain the property of Lessee and may be removed by Lessee, at its own cost and expense, prior to the expiration of this Lease; and if any damage to the Premises results from such removal, Lessee shall repair such damage immediately at its own cost and expense.

16. Assignment and Subletting.

(a) Assignment and Subletting by Lessee.

(1) Lessee shall not assign, mortgage or encumber this Lease, in whole or in part, or sublet all or any part of the Premises without the prior written consent of Lessor, which consent shall be entirely discretionary with Lessor. The consent by Lessor to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against any assignment or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law.

(2) If Lessee is not an individual, then any transfer of this Lease by merger, consolidation or liquidation, or any change in the ownership of or power to vote of more than 40 percent of Lessee's outstanding voting stock or ownership interests, shall constitute an assignment for the purposes of this Section. An assignment forbidden within the meaning of this Section includes without limitation one or more sales or transfers, by operation of law or otherwise, or creation of new stock or ownership interests, by which an aggregate of more than 40 percent of Lessee's stock or ownership interests will be vested in a party or parties who are not stockholders or ownership interest holders as of the date hereof. This Section shall not apply if Lessee's stock is listed on a nationally recognized security exchange or if at least 80 percent of its stock is owned by a corporation whose stock is listed on a nationally recognized security exchange.

(3) If this Lease is assigned as contemplated herein or if the Premises or any part thereof is occupied by anybody other than Lessee, Lessor may collect rent from the assignee or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this provision or the acceptance of the assignee, subtenant or occupant as tenant, or as a release of Lessee from the further performance of the provisions on its part to be observed or performed herein. Notwithstanding any assignment or sublease, Lessee shall remain fully liable and not be released from performing any of the terms of this Lease. Any assignment, hypothecation or sublease of the Premises, or any part thereof, whether by operation of law or otherwise without the written consent of Lessor shall be voidable at the option of Lessor.

(b) Assignment by Lessor. Lessor may assign this Lease without permission by Lessee. Such assignment shall, effective beginning as of the date of such assignment, terminate Lessor's rights and obligations under this Lease provided that the assignee and successor-in-interest to Lessor assumes all of Lessor's obligations hereunder and shall be deemed to have actual knowledge of all representations, warranties and covenants made by the Lessor hereunder.

17. Insurance. At all times during the Lease term and any extensions or renewals, Lessee shall maintain in full force and effect, at its own cost and expense, a policy or policies of insurance covering the following risks:

(a) Comprehensive general public liability insurance: with minimum limits in an amount of not less than Two Million Dollars (\$2,000,000.00) for bodily and personal injury or death to any one person; with minimum limits of not less than Three Million Dollars (\$3,000,000.00) for bodily and personal injury or death to more than one person; and with limits of not less than Three Hundred Fifty Thousand Dollars (\$350,000.00) with respect to damage to property.

(b) Fire insurance and extended coverage, vandalism and malicious mischief insurance, providing replacement value coverage, upon the leased Premises with minimum limits of not less than ONE MILLION Dollars (\$ 1,000,000.00).

(c) Worker's Compensation insurance, which insurance shall contain an express waiver of subrogation against Lessor.

(d) Plate glass insurance covering all plate glass located on the leased Premises.

(e) Steam boiler, air conditioning and machinery insurance for any such equipment or pressurized equipment installed or located on the leased Premises, with minimum limits of not less than One Million Dollars (\$1,000,000.00) with respect to any one accident.

At all times during the term of this Lease, Lessee shall maintain in full force and effect at its own expense, such policy or policies of fire insurance and extended coverage upon its inventory, equipment, fixtures and other personal property as it shall see fit.

Whenever In Lessor's reasonable business judgment, good practice and changing conditions indicate a need for additional and /or different types of insurance coverage, Lessee shall obtain such insurance at its expense upon request from Lessor.

All policies of insurance to be obtained and furnished by Lessee hereunder shall be issued and carried in the name of Lessor and Lessee, as their respective interest may appear, together with such other party or parties as may be designated by Lessor, as their interest may appear. All such policies of insurance shall be issued by a financially responsible company or companies, authorized to issue such policy or policies, and licensed to do business in the State of Alaska, and shall contain endorsements providing as follows: (i) that any such insurance shall not be subject to cancellation, termination or material change except after thirty days prior

written notice by registered mail to Lessor by the insurance company; and (ii) that Lessor shall not be liable for any damage by fire or other casualty covered by such insurance, no matter how caused, it being understood that Lessee shall look solely to its insurer or insurers for reimbursement.

Lessor and Lessee waive their rights to recover damages against each other for any reason whatsoever to the extent the damaged party recovers indemnity from its insurance carrier. Any insurance policy procured by Lessee shall name Lessor as an additional insured and shall contain an express waiver of any right of subrogation by the insurance company against the Lessor. All public liability and property damage policies shall contain an endorsement that Lessor, although named as an insured, shall nonetheless be entitled to recover under said policies for any loss or damage occasioned to it, its servants, agents, and/or employees by reason of the negligence of Lessee or Lessee's employees, agents, invitees, or concessionaires. The original policy or policies or duly executed certificates for the same stating that the insurance carrier shall give Lessor thirty days written notice prior to cancellation thereof, material alteration thereof, or failure to renew said policy or policies, together with satisfactory evidence of payment of the premium thereof, shall be delivered to Lessor on or before the occupancy date of this Lease, and upon renewals of such policies, not less than fifteen days prior to the expiration of the term of any such coverage. The minimum limits of any insurance coverage required hereunder to be carried by Lessee shall not limit Lessee's liability.

If Lessee does not maintain or procure required insurance, after 10 days written notice to Lessee, Lessor may procure and obtain such insurance. The cost of any such insurance obtained by Lessor shall be additional rent which will be due and payable upon demand.

Lessor intends to carry casualty and liability insurance for its own benefit. To the extent that the cost of such insurance increases over the cost of such insurance as of the effective date of the commencement of the Lease term, Lessee shall reimburse Lessor for such insurance expense.

18. Indemnity; Lessor Liability.

(a) Except in the event of the sole negligence of Lessor, Lessee shall indemnify, defend and save Lessor harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon, or at, or from the Premises, or the occupancy or use by Lessee of said Premises or any part thereof, or occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, employees, servants, invitees, licensees or concessionaires, including the sidewalks and common areas and facilities in or about the Premises.

(b) Lessee shall store its property in and shall occupy the Premises at its own risk, and releases Lessor, to the full extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury or property damage.

(c) Lessor shall not be responsible or liable at any time for any loss or damages to Lessee's equipment, fixtures or other personal property of Lessee or to Lessee's business.

(d) Lessor shall not be responsible or liable to Lessee or to those claiming by, through or under Lessee for any loss or damages to either the person or property of Lessee that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining premises.

(e) Lessor shall not be responsible or liable for any defect, latent or otherwise, in the Premises, or any of the improvements, equipment, machinery, improvements, utilities, appliances or apparatus thereon. Lessor shall also not be responsible or liable for any injury, loss or damage to any person or to any property of Lessee or other person caused by or resulting from bursting, breakage or by or from leakage, steam or snow or ice, running or the overflow of water or sewage in any part of said Premises or for any injury or damage caused by or resulting from acts of God or the elements, or for any injury or damage caused by or resulting from any defect in the occupancy, construction, operation or use of any of said Premises, improvements, machinery, apparatus or equipment by any person or by or from the acts or negligence of any occupant of the Premises.

(f) Lessee shall give prompt notice to Lessor in case of fire, accidents, or defects in the Premises or in the improvements of which the Premises are a part, or in any fixtures or equipment.

(g) Except in the event of the sole negligence of Lessor, if Lessor shall be made a party to any litigation commenced by or against Lessee, then Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses and reasonable attorney's fees..

19. Subordination. Lessee accepts this Lease subject and subordinate to all the underlying leases, leasehold mortgages, security agreements, deeds of trust, or other mortgages which are now or hereafter a lien upon or affecting the land and improvements of which the Premises is a part, and to any and all advances made or to be made thereunder, interest thereon, and all renewals, replacements or extensions thereof. The Lessee shall, at any time hereafter, on demand, execute any instruments, releases, or other documents that may be required by any beneficiary, mortgagee or mortgagor, or other similar entity for the purpose of subjecting and subordinating this Lease to the lien of any such deed of trust, security agreement, mortgage or mortgages, or underlying lease. The failure of Lessee to execute any such instruments, releases, or documents, shall constitute a default hereunder.

In the case of the failure of Lessee to execute said papers on demand, Lessor is hereby authorized, as the attorney-in-fact and agent of Lessee, to execute such releases, instruments, or other documents, and in such event Lessee hereby confirms and ratifies any such instruments so executed by virtue of this power of attorney.

20. Estoppel Certificates. Lessee shall, at any time and from time to time upon not more than seven (7) days' prior request by Lessor, execute, acknowledge and deliver to Lessor a certificate executed in recordable form stating: (i) whether or not this Lease is in full force and effect, (ii) whether or not any rights to renew the term of this Lease have been exercised and the

date on which this Lease will terminate, (iii) whether or not this Lease has been modified or amended in any way and attaching a copy of such modification or amendment, (iv) whether or not there are any existing defaults under this Lease to the knowledge of the party executing the certificate, and specifying the nature of such defaults, if any, (v) the status of rent payments, and (vi) any other facts regarding the operation of the Lease which the requesting party may reasonably request. The failure of Lessee to execute any such certificate shall constitute a default hereunder.

21. Taxes. All real property taxes assessed against the leased Premises by any appropriate governmental agency shall be paid by Lessor as they become due and payable. Lessor shall pay any and all improvement or special assessments levied against the Leased Premises during the term of this Lease. Lessee shall pay any and all personal property taxes levied against the leased Premises. Lessee shall upon demand reimburse Lessor for the amount of such tax or assessments required to be paid and/or remitted to the taxing/assessing authority by Lessor.

The Lessee shall pay prior to delinquency, all personal property taxes payable with respect to all property of Lessee located in the Premises or the improvements and shall provide promptly, upon request of Lessor, written proof of such payment.

If a sales tax or other similar tax is imposed on the rent paid by Lessee and/or received by Lessor, Lessee shall upon demand reimburse Lessor for the amount of such tax required to be paid and/or remitted to the taxing authority by Lessor.

22. Casualty Losses. In the event of casualty loss, calamity, civil insurrection, war, or other condition adversely affecting Lessee, there shall be no abatement of rent or Lessee's other obligations.

23. Condemnation. It is further agreed by and between Lessor and Lessee that if the whole or any part of said leased Premises shall be condemned, or taken by the municipal, state, or federal government, or any other authority with powers of eminent domain for any purpose, then the term of this Lease shall cease on the part so taken from the date possession of that part shall be required for any purpose by the condemning authority, and the rent shall be paid up to that date, and from that day, for a period of 90 days, Lessor or Lessee shall have the right either to cancel this Lease and declare the same null and void. If notice of Lease cancellation is not timely provided, Lessee shall continue in the possession of the remainder of the same under the terms herein provided, except that the rent shall be reduced in proportion to the value of the leased Premises taken bears to the whole as determined by the condemnation proceedings.

Lessee shall not be entitled to and expressly waives and assigns to Lessor all claim to any condemnation award for any taking, whether whole or partial. Lessor reserves all rights to all compensation for any taking by eminent domain. Lessee hereby assigns to Lessor any rights Lessee may have to such compensation. Lessee shall make no claim against Lessor for damages for termination of the Lease or interference with Lessee's business. Lessee shall have the right, however, to claim and recover from the condemning authority, compensation for any loss to

which Lessee may incur for Lessee's moving expenses and for the interruption of or damage to Lessee's business.

In the event of condemnation of a portion of the leased Premises which Lessee is entitled to use under this Lease for parking space, Lessor will agree to an appropriate rent reduction but neither party may terminate this Lease.

24. Default by Lessee.

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee.

(a) Abandonment of the Premises without payment of rent.

(b) Failure by Lessee to make payment of Base Rent for a period of five (5) days after written notice from Lessor that such Base Rent is due.

(c) Failure by Lessee to make any payment other than rent payments as and when due where such failure shall continue for a period of ten (10) days after written notice from Lessor.

(d) Failure by Lessee to observe or perform any of the covenants, conditions, or provisions of this Lease, other than making of any payment, where such failure shall continue for a period of ten (10) days after written notice from Lessor (or if such failure cannot be reasonably cured within said 10-day period or does not thereafter in good faith diligently prosecute such curative efforts to completion within a reasonable period, depending on the nature of the default).

(e) Failure by Lessee to observe or perform any of the covenants, conditions, or provisions of this Lease, other than making of any payment, where such failure is: substantially the same act or omission that constituted a prior default of which notice was given; and such failure recurs within six months of the prior notice.

(f) (i) The making by Lessee of any general arrangement for the benefit of creditors; (ii) the filing by or against Lessee of a petition in bankruptcy, including reorganization or arrangement, unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days; or (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in the Lease.

25. Remedies of Lessor.

Upon occurrence of a default or breach, Lessor, at any time with or without notice or demand, without waiving or limiting any other right or remedy, may choose, at its sole discretion, any one or more of the following remedies:

(a) Immediately re-enter and remove all persons and personal property from the Premises, in accordance with and subject to applicable law and the provisions of this Lease. At

Lessor's option, Lessor may arrange for storage of the property at Lessee's expense and without liability to the Lessor, subject to the provisions of this Lease.

(b) Rent the Premises or any part thereof for the account of Lessee upon such terms and conditions and for such period as Lessor may consider advisable, either with or without any equipment that may be situated on the Premises. Lessor shall apply the rents received from re-renting first to the reasonable expenses of re-renting, including any necessary renovation and alteration, reasonable attorney's fees, and any real estate commission actually paid. Lessor shall apply any remaining rent toward payment of all sums due or to become due to Lessor hereunder.

(c) Lessor's re-entry shall not terminate this Lease unless Lessor gives written notice of an intention to terminate to Lessee. Notwithstanding any such re-entry by Lessor, the liability of Lessee for the rent provided for herein, including any unrecovered rent shall not be extinguished for the balance of the term of the Lease.

(d) Collect by legal proceedings rent or other sums as they become due.

(e) Enforce by legal proceedings or otherwise any covenant or condition or term of this Lease.

(f) Terminate this Lease. In the event of termination, Lessee shall surrender possession of said Premises immediately and shall pay Lessor all damages Lessor may reasonably incur by reason of Lessee's default, including the cost of recovering possession of the Premises and the excess, if any, of the amount of rent and charges due under this Lease for the remainder of the term.

(g) Exercise any other remedy permissible by law or equity, including the right of distraint. No right or remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other right or remedy. Each and every right and remedy shall be cumulative.

Re-entry or re-letting of part or all of the Premises as herein provided is not to be deemed a termination of this Lease unless declared to be so by Lessor. However, if this Lease is deemed terminated, the Lessee's and Guarantors' liability shall survive, and Lessee and the Guarantors shall be liable for damages for the remainder of the term existing at the said termination date. The enumeration of the Lessor's remedies herein is not intended to imply they are mutually exclusive nor that they are in lieu of any or all other statutory common law or other rights.

26. Holding Over. In the event Lessee continues to occupy the leased Premises after the last day of the Lease term, and Lessor elects to accept rental thereafter, a tenancy from month-to-month shall be created at the same rental and upon the other terms and conditions existing on the last day of the Lease term as herein provided; except that the rent for each holdover month or part thereof will be one hundred and fifty percent (150%) of the monthly rental provided herein for the last month of the term of this Lease.

27. Notices. Any notice or demand which under the terms of this Lease or any statute may or must be given or made by the parties hereto, shall be in writing and given or made by personal delivery or by mailing the same by certified mail, addressed to the other party as follows:

Lessor: Yorba, LLC
c/o Brett Knipmeyer
7146 Candace Circle
Anchorage, Alaska 99507

Lessee: Kinley's Restaurant & Bar, Inc.
3230 Seward Highway
Anchorage, Alaska 99503

Either party may, however, designate in writing such new or other address to which such notice or demand shall thereafter be so given, made or mailed. Any notice given hereunder by mail shall be deemed delivered when delivered or when received by or delivery attempted by certified mail addressed as hereinbefore provided.

28. Business Expenses. The Lessee shall pay any and all expenses associated with the operation of the business including, without limitation, employee salaries and all taxes and contributions associated therewith, equipment payments, worker's compensation insurance as required by law for all employees, inventory purchases, the public liability and property damage and fire insurance required by this Lease.

29. Governmental Fees, Taxes, Assessments and Other Expenses. All governmental fees and taxes due the Anchorage Municipality, State of Alaska or other governmental agencies on account of inspections made upon said leased Premises by any officer thereof as a result of the operations by the Lessee or any other similar taxes, fees or assessment, shall be paid, when and as due, by the Lessee.

30. Lessor And Lessee Not Partners. Neither this Lease nor any one or more other agreements set forth herein is intended, nor shall the same ever be construed so as to create a partnership by and between the Lessor and the Lessee, nor so as to make them joint venturers, nor so as to make either party in any way responsible for the debts and/or losses of the other party.

31. Waiver of Breach. No failure by either Lessor or Lessee to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Lease, or to exercise any right or remedies consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

32. Entire Agreement - Changes, Waivers. All prior negotiations, representations and understandings are merged into this Lease and related documents which contain the entire agreement between the parties. Any agreement hereafter made shall be ineffective to change, modify or discharge the Lease in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

The submission of an unexecuted copy of this Lease shall not constitute an offer to be legally bound by any provision of the document submitted either currently or in the future; and no party shall be bound by this Lease until it is fully executed and delivered by both parties.

33. Construction of Lease; Headings. Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires. Wherever used herein, the words "Lessor" and "Lessee" shall be deemed to include the heirs, personal representatives, legal representatives, successors, sublessees and assigns of said parties, unless the context excludes such construction.

It is understood and agreed that the headings are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

34. Excuses for Non-Performance. Except for Lessee's obligation to pay rent, either party hereto shall be excused from performing any or all of its obligations hereunder with respect to any repair and construction work required under the terms of this Lease for such times the performance of any such obligation is prevented or delayed by an act of God, floods, explosion, the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, action by labor unions, or laws or order of governmental agencies, or any other cause whether similar or dissimilar to the foregoing which is not within the reasonable control of such party.

35. Broker. Lessor and Lessee each represent that they have not had any dealings with any realtor, broker, agent or finder, in connection with the negotiation of this Lease.

36. Binding Effect. Subject to the provisions of Section 16(b), the covenants and agreements of this Lease shall be binding upon the legal representatives, successors, and assigns of the parties.

37. Construction. Each party acknowledges that it has relied upon its own examination of this Lease and the provisions hereof, as well as the advice of its own counsel. The parties acknowledge that this Lease has been prepared by a joint effort of both parties and therefore, there shall be no presumption in favor of either the Lessor or Lessee, and this Lease shall not be construed against either party.

38. Time is of the Essence Time shall be of the essence for the performance of the obligations of this Lease by Lessee.

39. Partial Invalidity. If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons whose circumstances are other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

40. Consent. No consent by Lessor to an act or omission by Lessee shall constitute consent to any other act or omission or to a like act or omission on a future occasion.

41. Recording. The Lessee shall not record this Lease without the written consent of the Lessor.

42. Applicable Law; Venue. This Lease shall be governed by the laws of the State of Alaska. Venue shall be in the Third Judicial District at Anchorage.

No right or remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other right or remedy. Each and every right and remedy shall be cumulative.

43. Attorney's Fees. In the event that either party requires the services of any attorney in connection with enforcing the terms of this Lease or in the event suit is brought for the recovery of any rent due under this Lease or for the breach of any covenant or condition of this Lease or for the restitution of said Premises to Lessor and/or eviction of the Lessee during said term or after the expiration thereof, the prevailing party will be entitled to actual reasonable attorney's fees, witness fees, and court costs.

IN WITNESS WHEREOF, the parties have executed this Lease effective the day and year first above written.

LESSOR: YORBA, LLC

By: 

Brett Knipmeyer, Manager

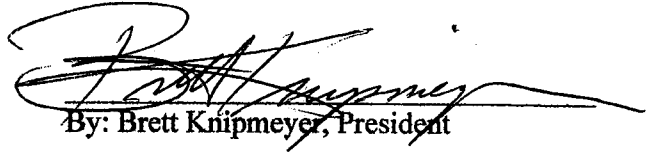
By: 

J.W. Knipmeyer, Member

By: 

Ruth Knipmeyer, Member

**LESSEE: KINLEY'S RESTAURANT &
BAR, INC.**



By: Brett Knipmeyer, President

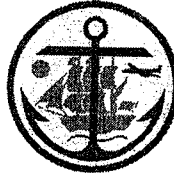
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**POSTING
AFFIDAVIT**

RECEIVED

AUG 29 2006

Municipality of Anchorage
Zoning Division

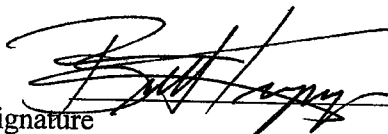


AFFIDAVIT OF POSTING

CASE NUMBER: 2006-128

I, BRETT KNIPMEYER, PRESIDENT OF
KINLEY'S RESTAURANT & BAR, INC. hereby certify that I have posted a **Notice of Public Hearing** as prescribed by Anchorage Municipal Code 21.15.005 on the property that I have petitioned for 3230 STEWARD HIGHWAY. The notice was posted on 8-29-06 which is at least 21 days prior to the public hearing on this petition. I acknowledge this Notice(s) must be posted in plain sight and displayed until all public hearings have been completed.

Affirmed and signed this 29 day of AUGUST, 2006


Signature BRETT KNIPMEYER, PRESIDENT

LEGAL DESCRIPTION

Tract or Lot 485

Block 1

Subdivision COVEN VILLAGE

6

HISTORICAL INFORMATION

Alcohol Existing License List Report

Case Number: 2006-128

Description: 1000 feet

Parcel Business Name	Parcel Owner Name Applicant Name	Parcel Owner Address Business Address	City Lic. Number	State Lic. Zone	Zip Lic. Type
00320115000 Fred Meyer #11-Northern Lights	FRED MEYER STORES INC Fred Meyer of Alaska, Inc.	3800 S E 22ND AVENUE 1000 E. Northern Lights B	PORTLAND 4179	OR B3	97202 Package Store
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
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 Spirit Shops, Inc.	3333 BEVERLY ROAD/B2-122A 600 E. Northern Lights	HOFFMAN EST 795	IL B3	60179 Package Store
00904201000 Roscoe's Skyline Restaurant	SEARS ROEBUCK & COMPANY Wyche, Annie C.	3333 BEVERLY ROAD/B2-122A 600 E. Northen Lts #169	HOFFMAN EST 3788	IL B3	60179 Restaurant/Eating Place
00904333000 Peking Palace	WEDGEWOOD MORTGAGE LLC Choi, Joon K.	650 W INTL AIRPORT ROAD #200 500 E. Benson Blvd	ANCHORAGE 1691	AK B3	99518 Restaurant/Eating Place
00904334000 Café Amsterdam	SHIMEK JOSEPH R W Shauna Pajak	PO BOX 93890 530 E. Benson Blvd #3	ANCHORAGE 3961	AK B3	99509 Restaurant/Eating Place
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

Alcohol Church and School List Report

Case Number: 2006-128

Description: 1000 feet

Parcel	Parcel Owner Name	Parcel Site Address	Description
00905241000	ALASKA DANCE THEATRE INC	500 E 33RD AVE	EDUCATION PRIVATE
00905242000	ALASKA DANCE THEATRE INC	550 E 33RD AVE	EDUCATION PRIVATE

2006 128 alcohol in vicinity

Mon Jul 24, 09:10:07, 2006

Map: Parcels--Basic Layers



Scale 1:15000

Legend:



ALCOHOL



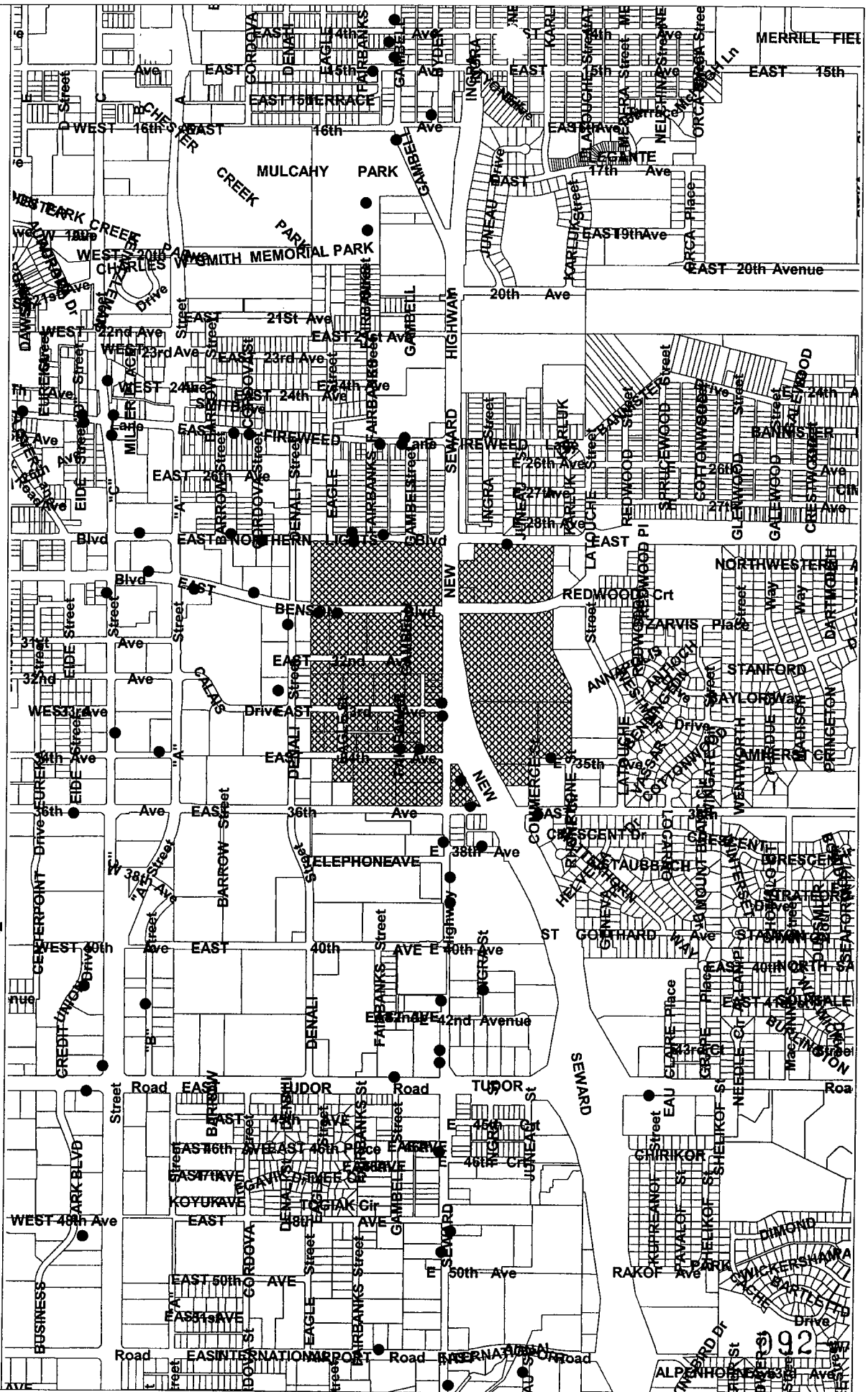
PARCELS

Txt

STRNAME_BI_1

CityView™

Municipal Software Corporation



2006 128 alcohol in vicinity

Mon Jul 24, 09:08:55, 2006

Map: Parcels--Basic Layers



Scale 1:8000

Legend:



ALCOHOL



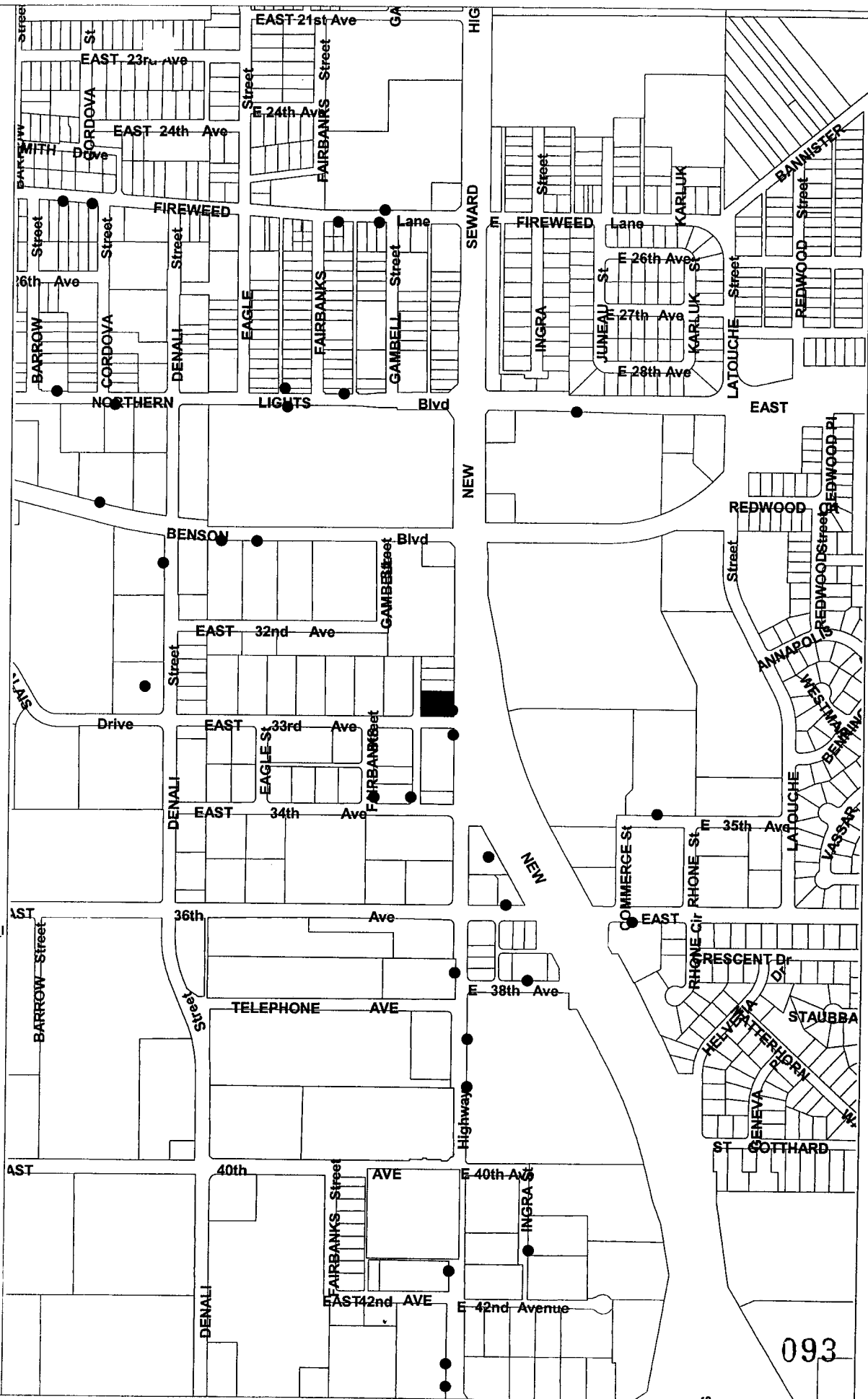
PARCELS

Txt

STRNAME_BLI

CityView™

Municipal Software Corporation



PARCEL INFORMATION**APPRAISAL INFORMATION**

Legal COVEN VILLAGE
BLK 1 LT 5

Parcel 009-052-23-000
Owner YORBA LLC

#



Descr PARKING LOTS, MISC
Site Addr 3230 SEWARD HWY

7146 CANDACE CIRCLE
ANCHORAGE

AK 99516 6750

RELATED CAMA PARCELS

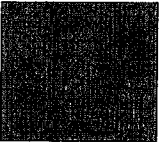
Related Parcel(s)	XRef Type	Leased Parcels

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

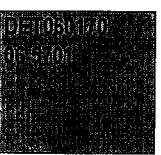
Get "Type" explanation
Bring up this form focused
on the related parcel

REZONE

Case Number 2006-128 # of Parcels 2 Hearing Date 07/24/2006
Case Type Assembly conditional use for a restaurant serving alcohol
Legal An alcoholic beverage conditional use for a restaurant serving alcohol at Kinley's Restaurant and Bar. Coven Village, Block 1, Lots 4 and 5. Located at 3220 & 3239 Seward Highway.

PLAT

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

PERMITS

Permit Number DET060170
Project
Work Desc Request for Nonconforming Determination
Use DETERMINATIONS

BZAP

Action No.
Action Date Status
Resolution Type

**ALCOHOL
LICENSE**

Business Top of the Moment Applicants Name Han Mi, Inc.
Address 3230 Seward Hwy Conditions AR9800(S)
Anchorage, AK 99503
License Type Beverage Dispensary Dup
Status Valid/Active

PARCEL INFORMATION

OWNER
 YORBA LLC

7146 CANDACE CIRCLE
 ANCHORAGE AK 99516 6750

Deed 2006 0043574

CHANGES: Deed Date Jun 30, 2006
 Name Date Jul 24, 2006
 Address Date Jul 24, 2006

PARCEL

Parcel ID 009-052-23-000

Status # 01

Renumber ID 000-000-00-00000

Site Addr 3230 SEWARD HWY

Comm Concl MIDTOWN

Comments PLAT P-457A

TAX INFO

2006 Tax 1,948.20 Balance 0.00 District 003

LEGAL

COVEN VILLAGE
 BLK 1 LT 5

Unit SQFT 10,200
 Plat 000000
 Zone B3 Grid SW1631

HISTORY

	Year	Building	Land	Total
Assmt Final	2004	0	102,000	102,000
Assmt Final	2005	0	107,100	107,100
Assmt Final	2006	0	127,500	127,500
Exemptions				0
State Credit				0
Tax Final				127,500

PROPERTY INFO

#	Type	Land Use
01	COMMERCIAL	PARKING LOTS, MISC

SALES DATA

Mon	Year	Price	Source	Type

LAND & COMMON PARCEL INFORMATION

APPRAISAL INFORMATION

Legal COVEN VILLAGE
BLK 1 LT 5

Parcel 009-052-23-000

01 of 01

Owner YORBA LLC

Site Addr 3230 SEWARD HWY

7146 CANDACE CIRCLE
ANCHORAGE

AK 99516

LAND INFORMATION

Land Use PARKING LOTS, MISC
Class COMMERCIAL
Living Units 000
Community Council 037 MIDTOWN
Entry: Year/Quality 02 2005 LAND ONLY
08 2006 EXTERIOR
Access Quality GOOD
Access Type
Leasehold (Y=Leasehold)
Drainage GOOD
Front Traffic MEDIUM
Street PAVED CURB & GUTTER
Topography HIGH LEVEL
Utilities PUBLIC WATER PUBLIC SEWER
Wellsite N
Wet Land

CONDOMINIUM INFORMATION

Common Area 0
Undivided Interest 0.00

RESIDENTIAL INVENTORY

APPRAISAL INFORMATION

Legal COVEN VILLAGE
 Site Addr 3230 SEWARD HWY
 Property Info # Descr PARKING LOTS, MISC

Parcel 009-052-23-000

01 of 01

01

Owner YORBA LLC

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

OTHER BUILDINGS & YARD IMPROVEMENTS

Type	Qty	Yr Built	Size	Grade	Condition

COMMERCIAL INVENTORY

APPRAISAL INFORMATION

Legal COVEN VILLAGE
BLK 1 LT 5

Parcel 009-052-23-000

01 of 01

01

Owner YORBA LLC

Site Addr 3230 SEWARD HWY
Prop Info # PARKING LOTS, MISC

7146 CANDACE CIRCLE
ANCHORAGE AK 99516

BUILDING INFORMATION

Structure Type

Building SQFT

Year Built

Grade

Effective Year Built

Property Information # 01

Building Number

Identical Units

Number of Units

INTERIOR DATA

Floor	Level	Partitions	Heat System	Air Conditioner	Plumbing	Physical Condition	Functional

EXTERIOR DATA

Floor	Level	Size	Perim	Use Type	Hgt	Wall Type	Const Type

BUILDING OTHER FEATURES - ATTACHED IMPROVEMENTS

Type	Qty	Size1	Size2

OTHER BUILDINGS AND YARD IMPROVEMENTS

Type	Size/Amt	Units	Yr/Built	Condition	Funct/Utility

BUILDING PERMIT INFORMATION**APPRAISAL INFORMATION**

Legal COVEN VILLAGE
BLK 1 LT 5

Parcel 009-052-23-000

01 of 01

01

Owner YORBA LLC

Prop Info # PARKING LOTS, MISC
Site Addr 3230 SEWARD HWY

7146 CANDACE CIRCLE
ANCHORAGE AK 99516

BUILDING PERMITS

Permit # DET060170
06 5701

Class Type A

Class Use DETERMINATIONS

Date Aug 02, 2006

Address 3230 SEWARD HWY

Cond Occ/Occ 00000000 00000000

Certification

Contract Type OWNER

Name YORBA LLC

E-mail

Phone () -

Fax () -

Address 7146 CANDACE CIRCLE

City/State/Zip ANCHORAGE AK 99516-6750

Project

Sewer / Water PUBLIC PUBLIC

Work Type ADMIN

Work Request for Nonconforming Determination
Description

CASES

2006-128

Case Number 2006-128

of Parcels 2

Hearing Date Monday, July 24, 2006

PERMIT COMMENT

OWNER HISTORY

APPRAISAL INFORMATION		Parcel 009-052-23-000	# 01 of 01	# 01
Legal COVEN VILLAGE BLK 1 LT 5				
Property Info # Descr	PARKING LOTS, MISC	Site Address 3230 SEWARD HWY		

Current 06/30/06 YORBA LLC 7146 CANDACE CIRCLE ANCHORAGE AK 99516 6750	3rd 0962 0000 09/08/83 KALLAS GEORGE P 3230 SEWARD HWY ANCHORAGE AK 99503
Prev 2801 0000 03/23/95 REDZEPI DEMIR 601 W 47TH AVENUE #1 ANCHORAGE AK 99503	4th 0831 0000 00/00/00 KALLAS GEORGE P & VIRGINIA L 3230 SEWARD HWY ANCHORAGE AK 99503
2nd 2440 0000 06/17/93 REDZEPI DEMIR & FERATI ULBER 640 W 47TH AVENUE #C ANCHORAGE AK 99503	5th 0831 0000 // KALLAS GEORGE P & VIRGINIA L 3280 SEWARD HWY ANCHORAGE AK 99503

ON-SITE WATER \ WASTE WATER

APPRAISAL INFORMATION

Legal COVEN VILLAGE
BLK 1 LT 5

Parcel 009-052-23-000

01 of 01

Owner YORBA LLC

#

Site Addr 3230 SEWARD HWY
Land Use PARKING LOTS, MISC

7146 CANDACE 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 COVEN VILLAGE
BLK 1 LT 5

Parcel 009-052-23-000

01 of 01

Owner YORBA LLC

Site Addr 3230 SEWARD HWY
Prop Info # PARKING LOTS, MISC

7146 CANDACE CIRCLE
ANCHORAGE

AK 99516

ASSESSMENT

Assessment 01
03
06

Description SEWER LATERAL
Assessment Area 11,050
Original Assessment 1,010.62
Original Principal 1,010.62
Annual Payment 130.87
YTD Payment 0.00
Delinquent Payment 0.00
Unbilled Payment 0.00

RESOLUTION

Resolution

R14272
R14272
C77W77

PLAT
000000

Status ACTIVE
Total Area 11,050

LAST PAYMENT INFORMATION

Date Wednesday, March 01, 2006
Principal 0.00
Payment 0.00
Delinquent Interest 0.00
Penalty 0.00
Bond Interest 0.00
Cost 0.00

PARCEL INFORMATION

APPRAISAL INFORMATION

Legal COVEN VILLAGE
BLK 1 LT 4

Parcel 009-052-22-000
Owner YORBA LLC

#



Descr RESTAURANT
Site Addr 3220 SEWARD HWY

7146 CANDACE CIRCLE
ANCHORAGE

AK 99516 6750

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
Case Type
Legal

of Parcels

Hearing Date

PLAT



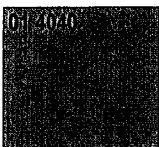
Case Number
Action Type
Legal

Grid

Proposed Lots 0
Action Date

Existing Lots

PERMITS



Permit Number 01 4040

Project HOOD & DUCT/ SUNRISE GRILL

Work Desc HOOD AND DUCT FIRE SYSTEM FOR SUNRISE GRILL / Add FIRE
ALARM TO THIS PERMIT

Use RESTAURANT

BZAP



Action No.
Action Date
Resolution

Status
Type

ALCOHOL LICENSE



Business The Moment
Address 3230 Seward Hwy
Anchorage, AK 99503

License Type Beverage Dispensary

Status Valid/Active

Applicants Name Han Mi, Inc.

Conditions

PARCEL INFORMATION

OWNER
YORBA LLC

7146 CANDACE CIRCLE
ANCHORAGE AK 99516 6750
Deed 2006 0043574
CHANGES: Deed Date Jun 30, 2006
Name Date Jul 24, 2006
Address Date Jul 24, 2006

PARCEL
Parcel ID 009-052-22-000
Status
Renumbr ID 000-000-00-00000
Site Addr 3220 SEWARD HWY
Comm Concl MIDTOWN
Comments PLAT P-457A

01

TAX INFO
2006 Tax 14,172.36 Balance 0.00 District 003

LEGAL
COVEN VILLAGE
BLK 1LT 4

Unit SQFT 11,050
Plat 000000
Zone B3 Grid SW1631

HISTORY

	Year	Building	Land	Total
Assmt Final	2004	768,000	110,500	878,500
Assmt Final	2005	805,600	116,000	921,600
Assmt Final	2006	804,700	138,100	942,800
Exemptions	SPRINKLER			15,289
State Credit				0
Tax Final				927,511

PROPERTY INFO

#	Type	Land Use
01	COMMERCIAL	RESTAURANT

SALES DATA

Mon	Year	Price	Source	Type

LAND & COMMON PARCEL INFORMATION**APPRAISAL INFORMATION**

Legal COVEN VILLAGE
BLK 1 LT 4

Parcel 009-052-22-000

01 of 01

Owner YORBA LLC

Site Addr 3220 SEWARD HWY

7146 CANDACE CIRCLE
ANCHORAGE AK 99516

LAND INFORMATION

Land Use RESTAURANT
Class COMMERCIAL
Living Units 000
Community Council 037 MIDTOWN
Entry: Year/Quality 01 1980 0
08 2006 INTERIOR
Access Quality GOOD
Access Type
Leasehold (Y=Leasehold)
Drainage GOOD
Front Traffic HIGH
Street PAVED CURB & GUTTER
Topography HIGH LEVEL
Utilities PUBLIC WATER PUBLIC SEWER
Wellsite N
Wet Land

CONDOMINIUM INFORMATION

Common Area 0
Undivided Interest 0.00

RESIDENTIAL INVENTORY

APPRAISAL INFORMATION

Legal COVEN VILLAGE
 Site Addr 3220 SEWARD HWY
 Property Info # Descr RESTAURANT

Parcel 009-052-22-000

01 of 01

01

Owner YORBA LLC

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 COVEN VILLAGE
BLK 1 LT 4

Parcel 009-052-22-000

01 of 01

01

Owner YORBA LLC

Site Addr 3220 SEWARD HWY
Prop Info # RESTAURANT

7146 CANDACE CIRCLE
ANCHORAGE AK 99516

BUILDING INFORMATION

Structure Type RESTAURANT

Building SQFT 12,316

Year Built 1974

Grade C

Effective Year Built 1984

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
B1 01	B1 01	NORMAL NORMAL	HOT WATER/STEAM HOT WATER/STEAM	CENTRAL CENTRAL	ADEQUATE ADEQUATE	NORMAL NORMAL	FAIR NORMAL

EXTERIOR DATA

Floor	Level	Size	Perim	Use Type	Hgt	Wall Type	Const Type
B1 01	B1 01	6,158 6,158	326 326	MULTI-USE STORAGE RESTAURANT	10 11	NONE BLOCK & FRAME	WOOD JOIST(WD & STL) WOOD JOIST(WD & STL)

BUILDING OTHER FEATURES - ATTACHED IMPROVEMENTS

Type	Qty	Size1	Size2
SPRINKLER WET	01	12,316	1
PORCH OPEN	01	432	1

OTHER BUILDINGS AND YARD IMPROVEMENTS

Type	Size/Amt	Units	Yr/Built	Condition	Funct/Utility
PAVING ASPHALT PK	28,000	01	1974	NORMAL	NORMAL

BUILDING PERMIT INFORMATION**APPRAISAL INFORMATION**

Legal COVEN VILLAGE
BLK 1 LT 4

Parcel 009-052-22-000

01 of 01

01

Owner YORBA LLC

Prop Info # RESTAURANT
Site Addr 3220 SEWARD HWY

7146 CANDACE CIRCLE
ANCHORAGE AK 99516

BUILDING PERMITS

Permit # 01 4040

Class Type C

Class Use RESTAURANT

Date Oct 23, 2001

Address 3230 OLD SEWARD HWY

Cond Occ/Occ 00000000 ☒ 20020722

Certification

Contract Type OWNER

Name REDZEPI DEMIR

E-mail

Phone () -

Fax () -

Address 3230 SEWARD HWY

City/State/Zip ANCHORAGE AK 99503-4150

Project HOOD & DUCT/ SUNRISE GRILL

Sewer / Water PUBLIC ☒ PUBLIC

Work Type FIRE

Work HOOD AND DUCT FIRE SYSTEM FOR SUNRISE GRILL

Description / Add FIRE ALARM TO THIS PE RMIT

CASES

Case Number

of Parcels

Hearing Date

PERMIT COMMENT

OWNER HISTORY

APPRAISAL INFORMATION

Parcel 009-052-22-000

01 of 01

01

#

Legal COVEN VILLAGE
BLK 1 LT 4

Property Info # Descr RESTAURANT

Site Address 3220 SEWARD HWY

Current 06/30/06

YORBA LLC

7146 CANDACE CIRCLE
ANCHORAGE

AK 99516 6750

3rd

0831 0000 00/00/00

KALLAS GEORGE P

3280 SEWARD HWY
ANCHORAGE

AK 99503

Prev

2801 0000 03/23/95

REDZEPI DEMIR

601 W 47TH AVENUE #1
ANCHORAGE

AK 99503

4th

0000 0000 / /

2nd

2440 0000 06/17/93

REDZEPI DEMIR &
FERATI ULBER

640 W 47TH AVENUE #C
ANCHORAGE

AK 99503

5th

0000 0000 / /

ON-SITE WATER \ WASTE WATER

APPRAISAL INFORMATION

Legal COVEN VILLAGE
BLK 1 LT 4

Parcel 009-052-22-000

01 of 01

Owner YORBA LLC

01

Site Addr 3220 SEWARD HWY
Land Use RESTAURANT

7146 CANDACE 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 COVEN VILLAGE
BLK 1 LT 4

Parcel 009-052-22-000

01 of 01

Owner YORBA LLC

Site Addr 3220 SEWARD HWY
Prop Info # RESTAURANT

7146 CANDACE CIRCLE
ANCHORAGE

AK 99516

ASSESSMENT

Assessment 03
06

Description ADVANCETRUNK

Assessment Area 0

Original Assessment 0.00

Original Principal 0.00

Annual Payment 0.00

YTD Payment 398.50

Delinquent Payment 0.00

Unbilled Payment 0.00

RESOLUTION

Resolution

ADVANCE
C77W77

PLAT

000000

Status ACTIVE

Total Area 11,050

LAST PAYMENT INFORMATION

Date Wednesday, July 05, 2006

Principal -398.50

Payment 398.50

Delinquent Interest 0.00

Penalty 0.00

Bond Interest 0.00

Cost 0.00

Content Information**Content ID :** 004376**Type:** AR_AllOther - All Other Resolutions

Title: ALCOHOLIC BEVERAGES CONDITIONAL USE IN THE B-3
(GENRAL BUSINESS DISTRICT) FOR A RESTAURANT/EATING
PLACE USE PER AMC 21.40.180 D.4 FOR KINLEY'S RESTAURANT
& BAR , INC., DBA KINLEY'S RESTAURANT AND BAR.

Author: weaverjt**Initiating Dept:** Planning

Description: ALCOHOLIC BEVERAGES CONDITIONAL USE IN THE B-3
(GENRAL BUSINESS DISTRICT) FOR A RESTAURANT/EATING
PLACE USE PER AMC 21.40.180 D.4 FOR KINLEY'S RESTAURANT
& BAR , INC., DBA KINLEY'S RESTAURANT AND BAR.

Date Prepared: 9/15/06 11:40 AM**Director Name:** Tom Nelson**Assembly****Meeting Date** 9/26/06**MM/DD/YY:**

Public Hearing
Date MM/DD/YY: 9/26/06

Workflow History

<u>Workflow Name</u>	<u>Action Date</u>	<u>Action</u>	<u>User</u>	<u>Security Group</u>	<u>Content ID</u>
AllOtherARWorkflow	9/15/06 11:44 AM	Checkin	weaverjt	Public	004376

M.O.A.
2006 SEP 15 PM 4:23
CLEMS OFFICE