

Submitted by: Chair of the Assembly at the
Request of the Mayor
Prepared by: Community Development
Department
For reading November 9, 2010

CLERK'S OFFICE

APPROVED

Date: 11-9-10 Anchorage, Alaska
AR 2010-317

A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY
APPROVING AN ALCOHOLIC BEVERAGES CONDITIONAL USE FOR A
BEVERAGE DISPENSARY USE AND LICENSE NUMBER 3304 IN THE B-3SL
(GENERAL BUSINESS WITH SPECIAL LIMITATIONS) DISTRICT, FOR RED
ROBIN ALASKA, INC., DBA RED ROBIN; LOCATED AT 1190 NORTH
MULDOON ROAD, GATEWAY SUBDIVISION, TRACT A, FRAGMENT LOT
11A; GENERALLY LOCATED WEST OF NORTH MULDOON ROAD AND
NORTH OF THE GLENN HIGHWAY.

(Northeast Community Council) (Case 2010-126)

THE ANCHORAGE ASSEMBLY RESOLVES:

Section 1. A conditional use permit for an Alcoholic Beverages Conditional Use in the B-3SL District for a new Beverage Dispensary Use and License Number 3304 per AMC 21.40.180 D.8, for Red Robin Alaska, Inc., dba Red Robin. Located at 1190 North Muldoon Road, on Gateway Subdivision, Tract A, Fragment Lot 11A; located west of North Muldoon Road and north of the Glenn Highway, generally meets the applicable provisions of AMC 21.50.020 and AMC 21.50.160.

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

1. A Notice of Zoning Action shall be filed with the District Recorder's Office within 120 days of the Assembly's approval for this new Recreational Site use and License in the B-3 District.
2. All uses shall conform to the plans and narrative submitted with this conditional use application.
3. This conditional use approval is for an Alcoholic Beverages Conditional Use and License Number 3304 in the B-3SL District for a Beverage Dispensary Use per AMC 21.40.180 D.8 for approximately 5,835 square feet of gross leasable area located within the structure at 1190 North Muldoon Road, Anchorage, AK, Gateway Subdivision, Tract A, Fragment Lot 11A.
4. On-premise sale of alcoholic beverages will be seven days a week as permitted per the Alaska Alcoholic Beverage Control Board requirements.

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

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

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

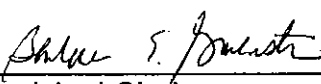
Section 3. Failure to comply with the conditions of this conditional use permit shall constitute grounds for its modification or revocation.

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

PASSED AND APPROVED by the Anchorage Assembly this
9th day of November 2010.

ATTEST:


Chair


Municipal Clerk



MUNICIPALITY OF ANCHORAGE ASSEMBLY MEMORANDUM

No. AM 577-2010

Meeting Date: November 9, 2010

From: Mayor

Subject: **ALCOHOLIC BEVERAGES CONDITIONAL USE FOR A BEVERAGE DISPENSARY USE AND LICENSE NUMBER 3304 IN THE B-3SL (GENERAL BUSINESS WITH SPECIAL LIMITATIONS) DISTRICT FOR RED ROBIN ALASKA, INC, DBA RED ROBIN; LOCATED AT 1190 NORTH MULDOON ROAD, GATEWAY SUBDIVISION, TRACT A, FRAGMENT LOT 11A; GENERALLY LOCATED WEST OF NORTH MULDOON ROAD AND NORTH OF THE GLENN HIGHWAY.**

1 Red Robin Alaska, Inc. has made application for a new conditional use permit for
2 an alcoholic beverages conditional use in the B-3SL District, per AMC 21.40.180
3 D.8, for a Beverage Dispensary License Number 3304, dba Red Robin, located at
4 1190 North Muldoon Road, Gateway Subdivision, Tract A, Fragment Lot 11A.

5
6 This proposal is for an Alcoholic Beverage Dispensary Conditional Use in a
7 restaurant for a 5,835 square-foot gross leasable area. The property is zoned B-
8 3SL, and the use of alcoholic beverage sales is permitted only through the
9 conditional use process.

10
11 The petitioner has applied to the Alcoholic Beverages Control Board to transfer the
12 location of the existing Beverage Dispensary License Number 3304 previously
13 located at "No Premise" to 1190 North Muldoon Road.

14
15 The restaurant will have a total of two hundred fifteen (215) seats: one hundred
16 forty-eight (148) fixed seats and sixty-seven (67) non-fixed seats. Restaurants are
17 required to provide one (1) parking stall per every three (3) seats. Thus, Red
18 Robin is required to provide a total of seventy-two (72) parking stalls on site, and
19 this standard has been met per the site plan submitted.
20

1 There are no known churches or schools within 200 feet of the petition site,
2 according to Municipal records.

3
4 There is one (1) package store license within a 1,000-foot radius of the petition
5 site. Approving this Beverage Dispensary Conditional Use and License Number
6 3304 will be the first beverage dispensary license within a 1,000-foot radius.

7
8 Daily operating hours are 11:00 AM to 1:00 AM, Monday-Sunday. The petitioner
9 will provide video surveillance both inside and outside the facility.

10
11 No comments were received by the Department of Health and Human Services or
12 the Anchorage Police Department at the time this report was written. Treasury
13 reports there are no delinquent Personal Property Taxes, or Real Property Taxes
14 owing at this time.

15
16 THIS CONDITIONAL USE FOR A BEVERAGE DISPENSARY IN A
17 RESTAURANT USE AND LICENSE NUMBER 3304 IN THE B-3SL DISTRICT,
18 GENERALLY MEETS THE APPLICABLE PROVISIONS OF AMC TITLES 10 AND
19 21, AND ALASKA STATUTE 04.11.090.

20
21 Prepared by: Angela C. Chambers, Current Planning Section
22 Supervisor, Planning Division

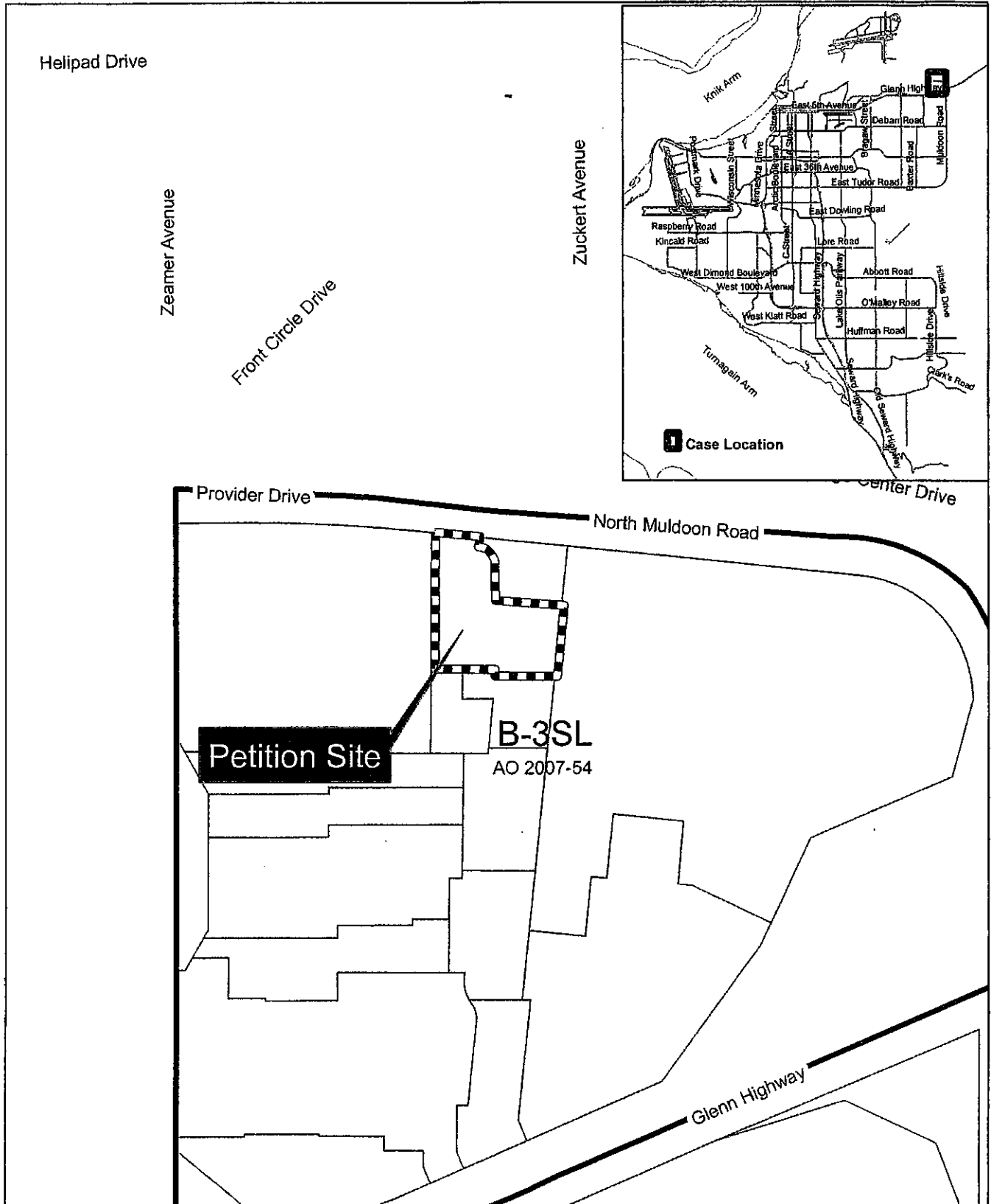
23 Approved by: Jerry T. Weaver Jr, Director
24 Department of Community Development

25 Concur: Dennis A. Wheeler, Municipal Attorney

26 Concur: George J. Vakalis, Municipal Manager

27 Respectfully submitted: Daniel A. Sullivan, Mayor
28

2010-126



Municipality of Anchorage
Planning Department
September 22, 2010

Flood Limits

- 100 Year
- 500 Year
- Floodway

0 500 1,000
Feet



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

DATE: November 9, 2010

CASE NO.: 2010-126

APPLICANT: Red Robin Alaska, Inc. dba Red Robin

REQUEST: Conditional Use for an Alcoholic Beverages Conditional Use in the B-3SL (General Business with Special Limitations) District for a restaurant Beverage Dispensary Use and License Number 3304 per AMC 21.40.180 D.8

LOCATION: Gateway Subdivision, Tract A, Fragment Lot 11A, Tikahtnu Commons.

STREET ADDRESS: 1190 North Muldoon Road

COMMUNITY COUNCIL: Northeast

TAX PARCEL: 006-441-21/Grid SW1140

ATTACHMENTS

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

RECOMMENDATION SUMMARY:

Approval with conditions

SITE:

Acres: 2.973

Vegetation: Perimeter and Parking Lot Landscaping

Zoning: B-3SL

Topography: Level

Existing Use: Commercial retail

Soils: Public Water and Sewer

ANCHORAGE 2020 COMPREHENSIVE PLAN

Classification: Regional Commercial Center

Regional Commercial Centers consist of large scale retail uses that form major centers of commercial activity. Large shopping malls anchor the Regional Commercial Center. Supporting uses include low-medium rise offices, hotels, transit hubs, entertainment uses and housing.

SURROUNDING AREA

	NORTH	EAST	SOUTH	WEST
Zoning:	B-3SL	B-3SL	B-3SL	B-3SL
Land Use:	Commercial	Commercial	Commercial	Commercial

SITE DESCRIPTION AND PROPOSAL:

The Red Robin Restaurant will be located in northeast Anchorage in a new retail shopping center known as Tikahtnu Commons. Tikahtnu Commons is a 95 acre development that currently includes the retail establishments Target, Best Buy, Sports Authority, Kohl's, Lowe's, and Regal Cinemas.

Red Robin is planning to close the Northway Mall location (3401 Penland Parkway) and relocate operations to the petition site at 1190 North Muldoon Road. The applicant has petitioned the ABC Board for transfer of license number 3304 from "No Premise" to the Red Robin location at 1190 North Muldoon Road.

The petitioner is seeking final approval of a conditional use for an Alcoholic Beverage Dispensary Use for a restaurant. The principals are Fred Rosenberg, President; John Fabiano, Vice President Administration; and Ryan Faulkner, Vice President Operations.

The restaurant occupies 5,835 square feet. According to the floor plan, the restaurant has a separate dining room and bar area where alcohol may be served.

Hours: 11:00 AM to 1:00 AM Monday – Sunday

Ratio of Food Sales to Alcohol Beverage Sales: The petitioner estimates that the sale of alcoholic beverages will be 7%, compared to 93% of food sales.

All employees who are in direct contact with alcohol will be trained in accordance with the Alcoholic Beverage Control Board's "Liquor Server Awareness Training Program."

The restaurant will have 148 fixed seats and 67 non-fixed seats.

PUBLIC COMMENTS:

Sixty-five (65) public hearing notices were mailed. At the time this report was written, no responses were received in favor or objection of this license. The principal use is a restaurant and not a bar, but this conditional use includes full service alcohol beverages not just beer and wine.

FINDINGS

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

This subject location is depicted on the Composite Land Use Policy Map of the *Anchorage 2020 Comprehensive Plan* as being within the Regional Commercial Center.

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 serve alcohol, enhance the hospitality and tourism industry in Anchorage, and provide eating places for local residents and nearby 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).

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

This standard is met.

The B-3SL, General Business District with special limitations provides for alcoholic beverage sales through the conditional use permit process: AMC 21.40.180 D.8 states: "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 parcel is a conforming lot of record and meets the minimum area and width requirements. The building complies with height and lot coverage requirements. The use requires 72 parking stalls and according to the site plan submitted, this standard is met.

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 in areas exposed to heavy automobile traffic. The district specifically is intended for areas at or surrounding major arterial intersections where personal and administrative services, convenience and shopping goods, and automobile-related services are desirable and appropriate land uses.

Restaurants serving no alcohol are a permitted principal use in the B-3. Restaurants serving hard alcohol are a conditional use for a Beverage Dispensary Use and License in the B-3 and require Assembly approval through the conditional use process in accordance with AMC 21.40.180 D.8 and 21.50.160.

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 petition site is located in Northeast Anchorage and is zoned B-3SL: Off-street parking is required at a ratio of one parking space for every three seats in the restaurant. Adequate parking is being provided on site per the site plan submitted. Pedestrian and

vehicular traffic circulation on site meets the requirements of Title 21.

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

This standard is met.

The addition of a Beverage Dispensary Use License for a restaurant on the petition site will not impact public services. Water and sewer are available on site. Roads and trails are not affected.

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

This standard is met.

The addition of a Beverage Dispensary Use License for a restaurant will not cause any environmental pollution.

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

This standard is met.

The zoning and land use of the general area will not change as a result of this conditional use permit for a Beverage Dispensary Use License for a restaurant.

Standards Chapter 10.50 Alcoholic Beverages

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

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

AMC 21.50.160.B asks that a list of all alcohol licenses located within a minimum of 1,000 feet of the proposed conditional use be provided.

There are no liquor licenses within 1,000 feet of the proposed conditional use site located in the Tikahtnu Commons development. There appear to be no churches and or schools within 200 feet of the subject site.

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

All employees working in direct contact with alcohol will be trained in accordance with the T.A.M. training.

- 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 conditional use application is for a beverage dispensary license and use in a restaurant at this location. This is not a new license: it is a transfer of an existing license, a transfer of location. License Number 3304 is being transferred from "No Premise" to Red Robin at 1190 North Muldoon Road.

- 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.

At the time this report was prepared, no comment had been received from the Police Department.

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

This standard is met.

There are no delinquent Personal Property Taxes & or Real Property Taxes 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.

There will be no happy hours, games or contests that include consumption of alcoholic beverages, and no solicitation or encouragement of alcoholic beverage consumption. Sales to persons who are inebriated or underage are prohibited. The application states that all

persons appearing to be under 30 years of age will be asked for identification.

- 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-3SL District for a Beverage Dispensary Use License generally meets the required standards of Title 21 and Title 10, and AMC 21.50.160, and the Department recommends approval.

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.
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-3SL District for a Beverage Dispensary Use License in a restaurant per AMC 21.40.180 D.8 for approximately 5,835 square feet of gross area (licensed premises) located at 1190 North Muldoon Road.
4. On-premise sale of alcohol beverages will be seven days a week from 11:00 AM to 1:00 AM as permitted per the Alaska Alcoholic Beverage Control Board requirements. Alcoholic beverage sales will constitute

approximately seven (7) percent to the ratio of ninety-three (93) percent food sales.

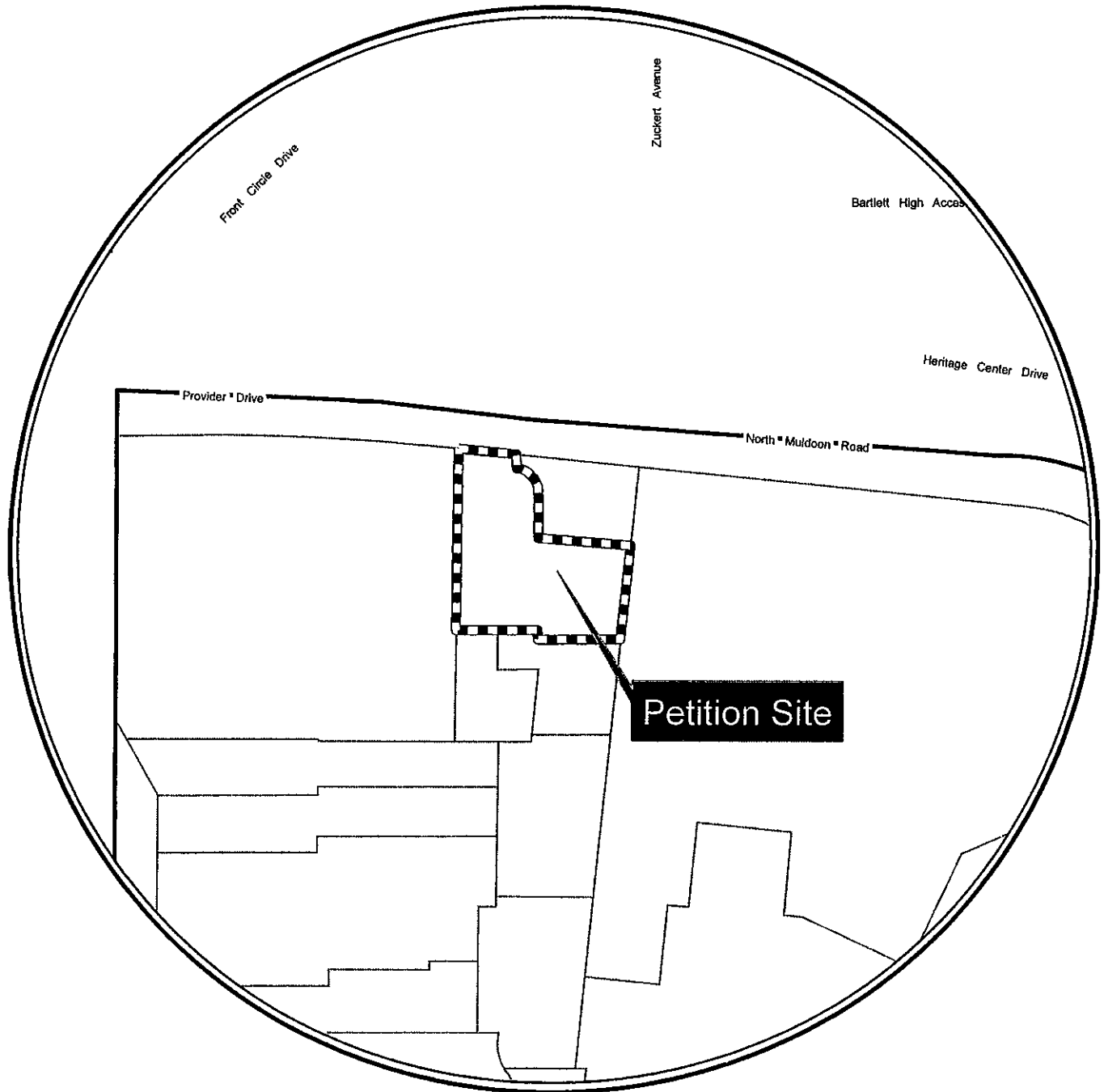
5. Upon demand the applicant shall demonstrate compliance with a liquor "Server Awareness Training Program" approved by the State of Alaska Alcoholic Beverage Control Board, such as or similar to the program for "Techniques in Alcohol Management (T.A.M.)."
6. The use of the property by any person for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

1

MAPS

2010-126

● EXISTING LIQUOR LICENSES WITHIN 1000'



Alcohol Existing License List Report

Case Number: 2010-126

Description: 1000'

Parcel	Parcel Owner Name	Parcel Owner Address	City	State	Zip
Business Name	Applicant Name	Business Address	Lic. Number	Lic. Zone	Lic. Type

Tue Sep 21, 13:51:57, 2010

Legend:

STREET_NAMES

Text	
------	--



Alcohol Church and School List Report

Case Number: 2010-126 Description: 200'

Parcel	Parcel Owner Name	Parcel Site Address	Description
--------	-------------------	---------------------	-------------

Parcels--Basic Layers

Tue Sep 21, 14:17:37, 2010

Map: Parcels--Basic Layers



Scale 1:6000

Legend:



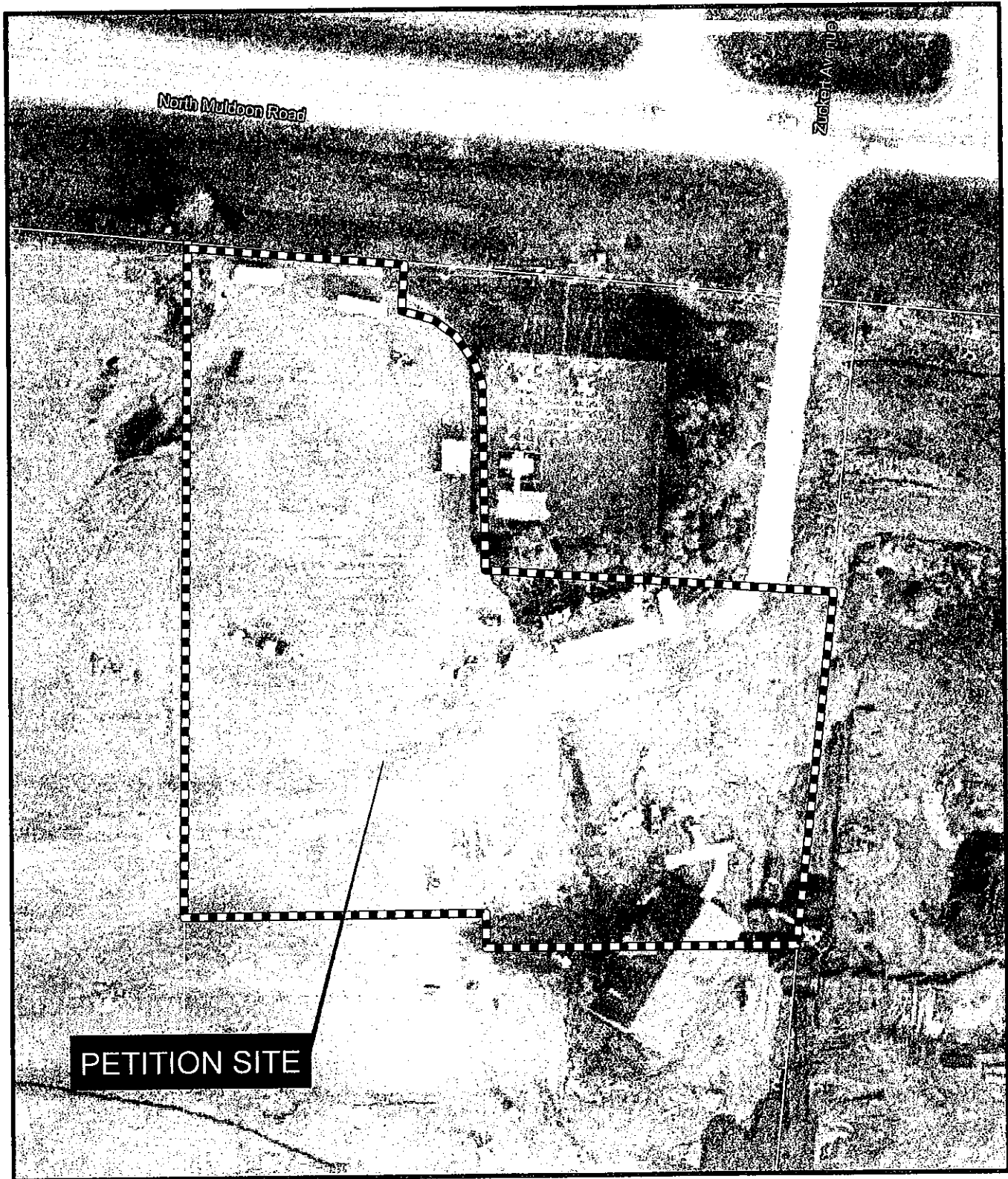
ALCOHOL



PARCELS



2010-126



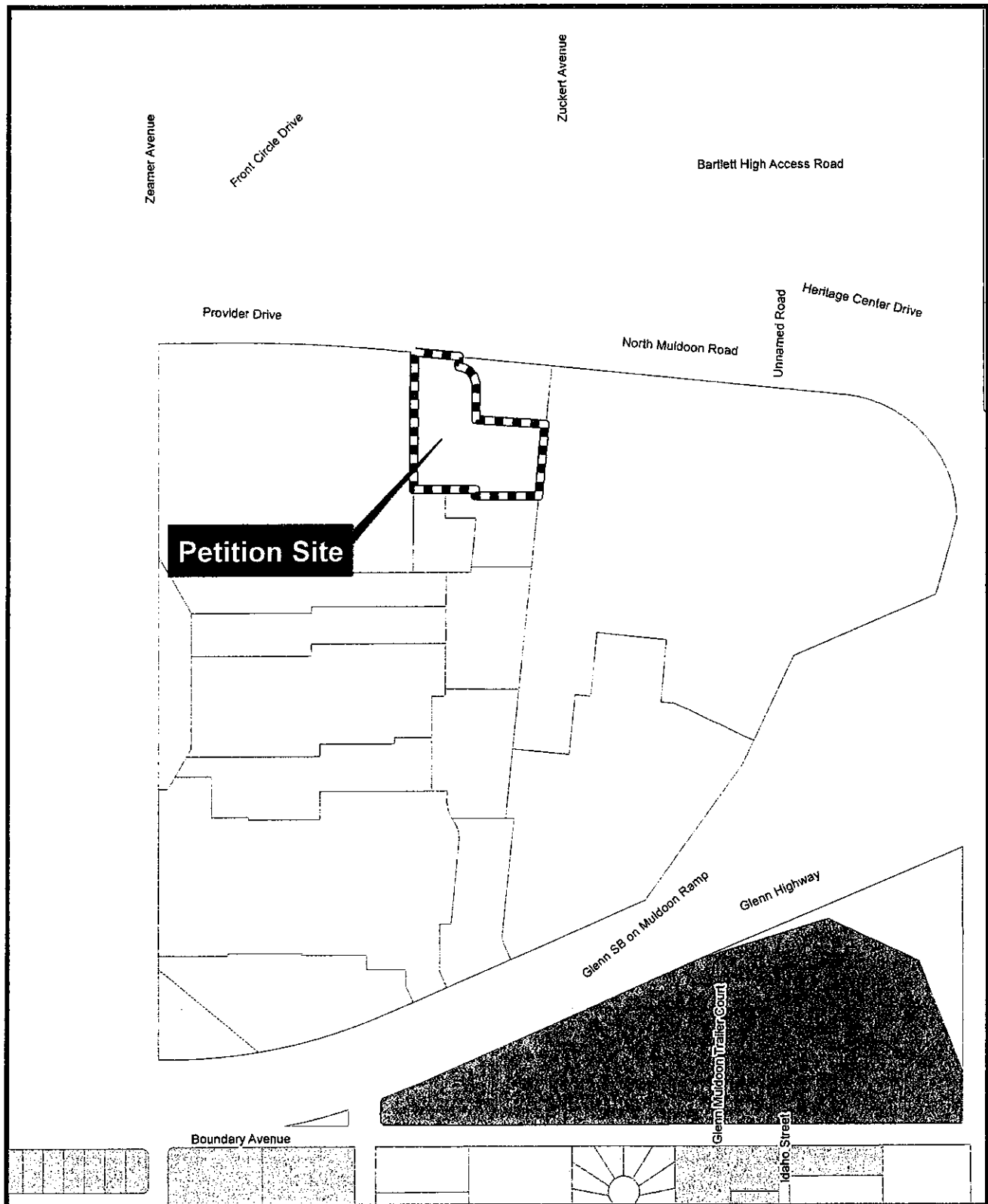
Municipality of Anchorage
Planning Department
September 22, 2010

0 100 200 Feet

ORTHOPHOTO 2007 USGS 1FT



2010-126



Municipality of Anchorage
Planning Department
Date: September 22, 2010

Mobile Home Park
 Multi-Family
 Single Family

0 445 890 Feet

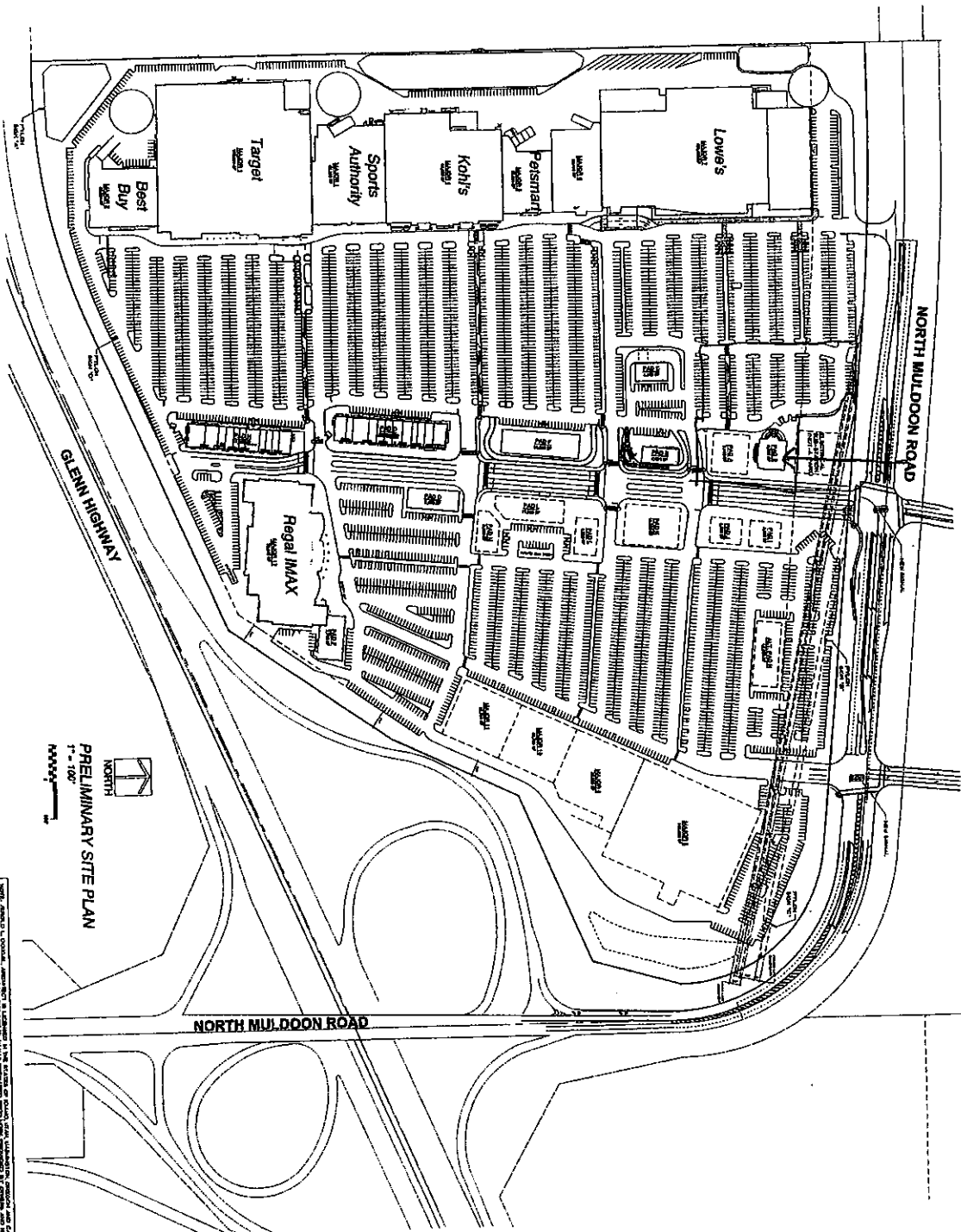


Project
Tkathnu Commons
 1700 North Muldoon Road and Glenn Highway
 Anchorage, Alaska

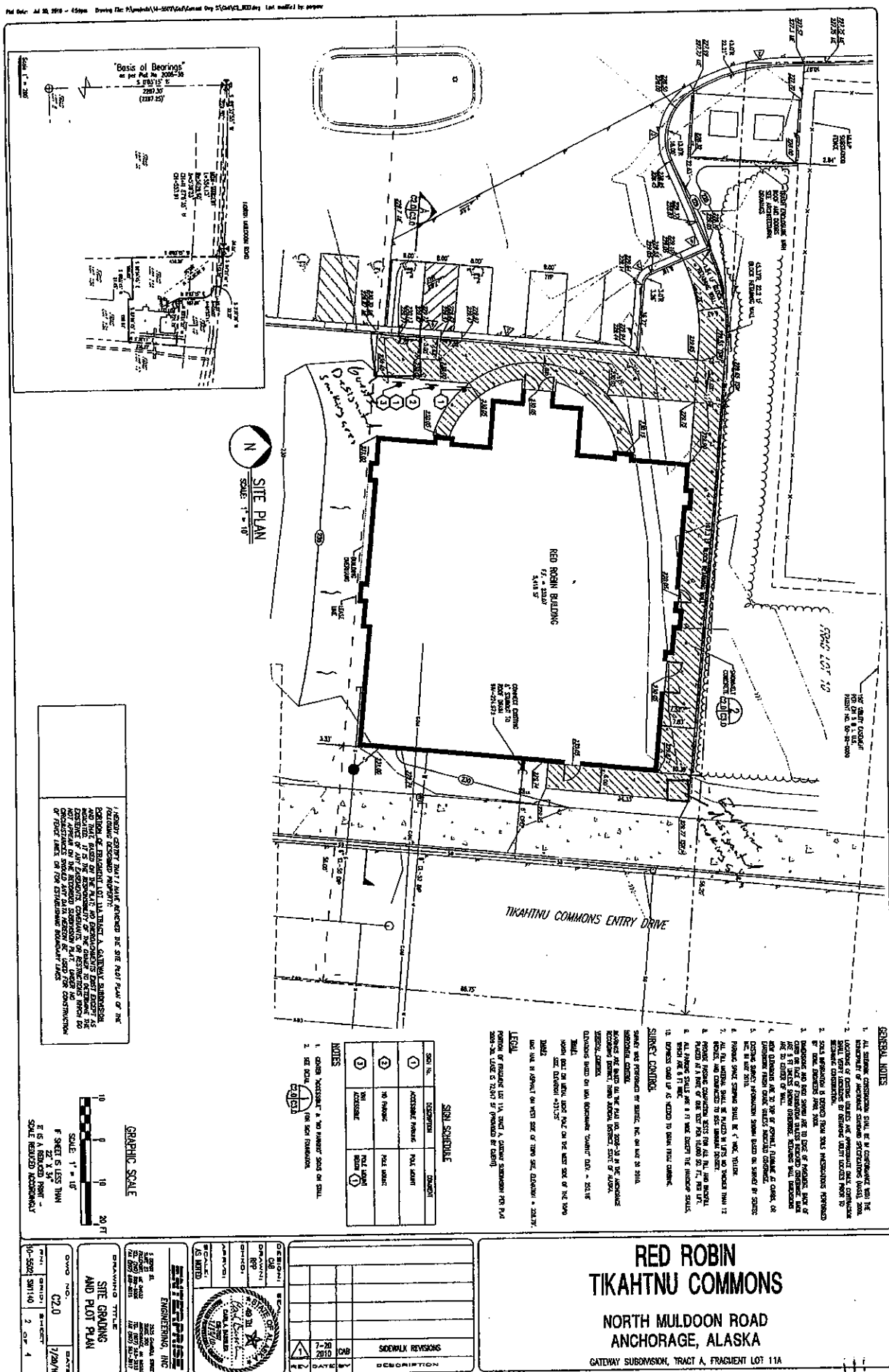
Owner
**Cook Inlet Region Inc. and
 Browman Development Co., Inc.**
 1154 Pipeline Drive, Walnut Creek, CA 94596
 925-588-2200

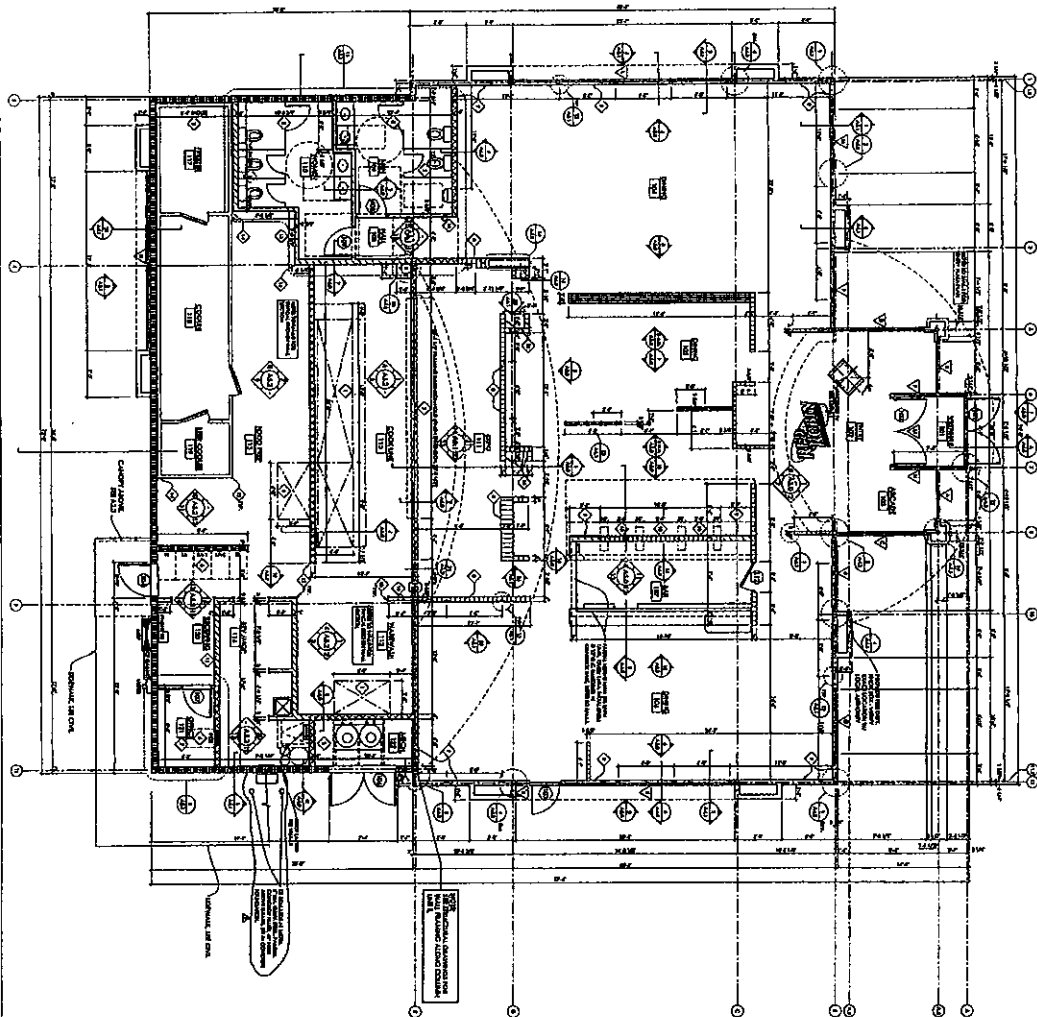
Jerald L. Dougal, Architect | Architecture and Planning
 1360 Burnett Way | Seattle, California 95171 | 916-785-4540 | jldougal@jldougal.com
 January 26, 2010

Preliminary Site Plan
B-63



THIS PLAN IS THE PROPERTY OF JEROLD L. DOUGAL, ARCHITECT | ARCHITECTURE AND PLANNING, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF JEROLD L. DOUGAL, ARCHITECT | ARCHITECTURE AND PLANNING, INC. ANY VIOLATION OF THIS NOTICE SHALL BE SUBJECT TO THE PENALTIES PROVIDED BY LAW.





2	GENERAL NOTES
	RECALL NO. 1

3. A. A. Vains, in *Encyclopedia of Polymer Science and Engineering*, Vol. 14, Wiley, New York, 1971, p. 1.
4. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **19**, 102 (1978).
5. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **20**, 102 (1979).
6. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **21**, 102 (1980).
7. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **22**, 102 (1981).
8. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **23**, 102 (1982).
9. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **24**, 102 (1983).
10. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **25**, 102 (1984).
11. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **26**, 102 (1985).
12. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **27**, 102 (1986).
13. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **28**, 102 (1987).
14. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **29**, 102 (1988).
15. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **30**, 102 (1989).
16. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **31**, 102 (1990).
17. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **32**, 102 (1991).
18. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **33**, 102 (1992).
19. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **34**, 102 (1993).
20. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **35**, 102 (1994).
21. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **36**, 102 (1995).
22. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **37**, 102 (1996).
23. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **38**, 102 (1997).
24. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **39**, 102 (1998).
25. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **40**, 102 (1999).
26. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **41**, 102 (2000).
27. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **42**, 102 (2001).
28. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **43**, 102 (2002).
29. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **44**, 102 (2003).
30. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **45**, 102 (2004).
31. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **46**, 102 (2005).
32. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **47**, 102 (2006).
33. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **48**, 102 (2007).
34. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **49**, 102 (2008).
35. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **50**, 102 (2009).
36. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **51**, 102 (2010).
37. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **52**, 102 (2011).
38. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **53**, 102 (2012).
39. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **54**, 102 (2013).
40. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **55**, 102 (2014).
41. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **56**, 102 (2015).
42. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **57**, 102 (2016).
43. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **58**, 102 (2017).
44. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **59**, 102 (2018).
45. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **60**, 102 (2019).
46. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **61**, 102 (2020).
47. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **62**, 102 (2021).
48. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **63**, 102 (2022).
49. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **64**, 102 (2023).
50. R. P. Quirk, *Polym. Prepr. (Am. Chem. Soc., Div. Polym. Chem.)*, **65**, 102 (2024).

3 WALL LEGEND

1. **What is the purpose of the study?**
2. **What is the research question?**
3. **What is the hypothesis?**
4. **What is the significance of the study?**
5. **What is the scope of the study?**
6. **What is the methodology?**
7. **What are the results?**
8. **What are the conclusions?**
9. **What are the limitations?**
10. **What are the future directions?**

KEY NOTES

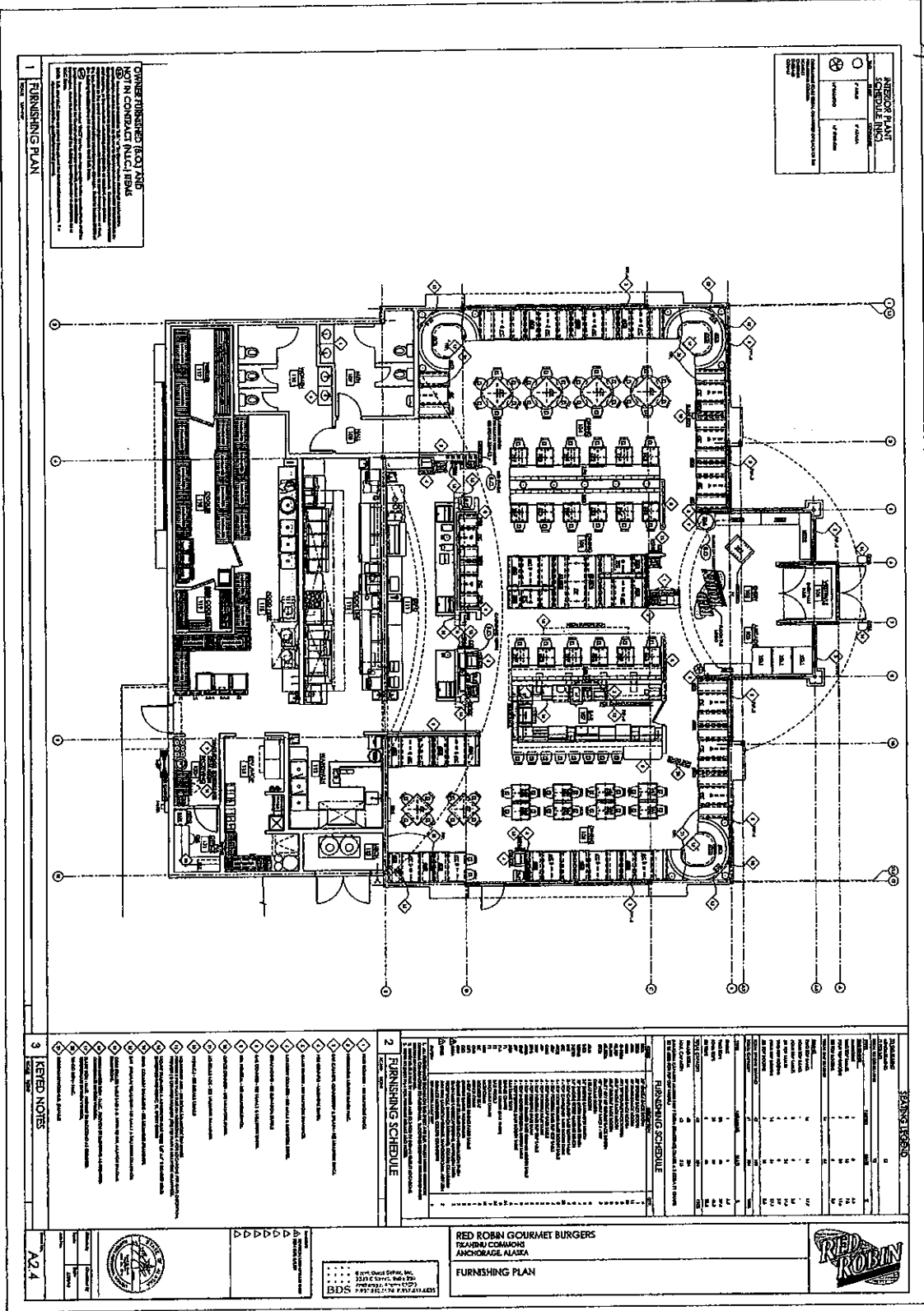
- [illegible]

RED ROBIN GOURMET BURGERS
EIGHTH COMMONS
ANCHORAGE, ALASKA

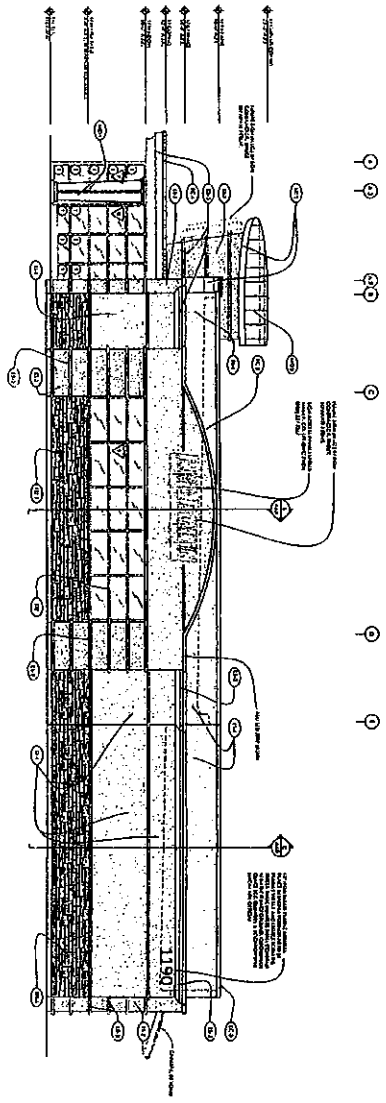
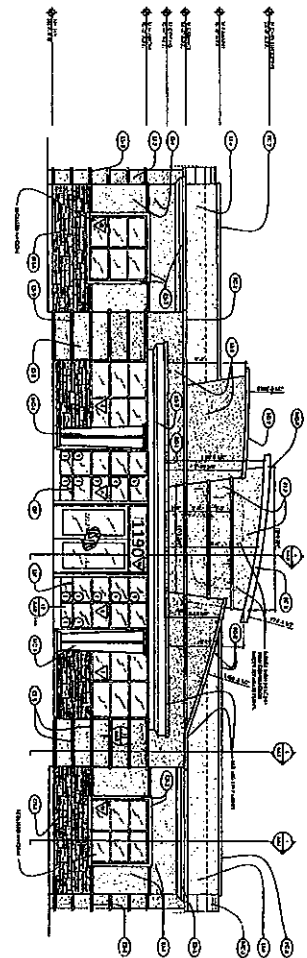
DIMENSION PLAN



2400 SE



NOTES:
1. ALL FINISHES TO BE AS SHOWN ON THE ELEVATIONS.
2. ALL MATERIALS TO BE OF THE BEST QUALITY AND TO BE APPROVED BY THE ARCHITECT.
3. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS.
4. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MECHANICAL, ELECTRICAL AND PLUMBING CODES AND STANDARDS.
5. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FIRE AND LIFE SAFETY CODES AND STANDARDS.
6. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ENVIRONMENTAL AND SUSTAINABILITY CODES AND STANDARDS.
7. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ACCESSIBILITY AND UNIVERSAL DESIGN CODES AND STANDARDS.
8. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE HISTORIC PRESERVATION AND REHABILITATION CODES AND STANDARDS.
9. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE LANDSCAPE ARCHITECTURE CODES AND STANDARDS.
10. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TRANSPORTATION AND INFRASTRUCTURE CODES AND STANDARDS.



2 EAST ELEVATION

3 NORTH ELEVATION

4 GENERAL NOTES

RED ROBIN GOURMET BURGERS
TUCKERVILLE, ALABAMA
ANCHORAGE, ALASKA
EXTERIOR ELEVATIONS

1 EXTERIOR FINISH SCHEDULE

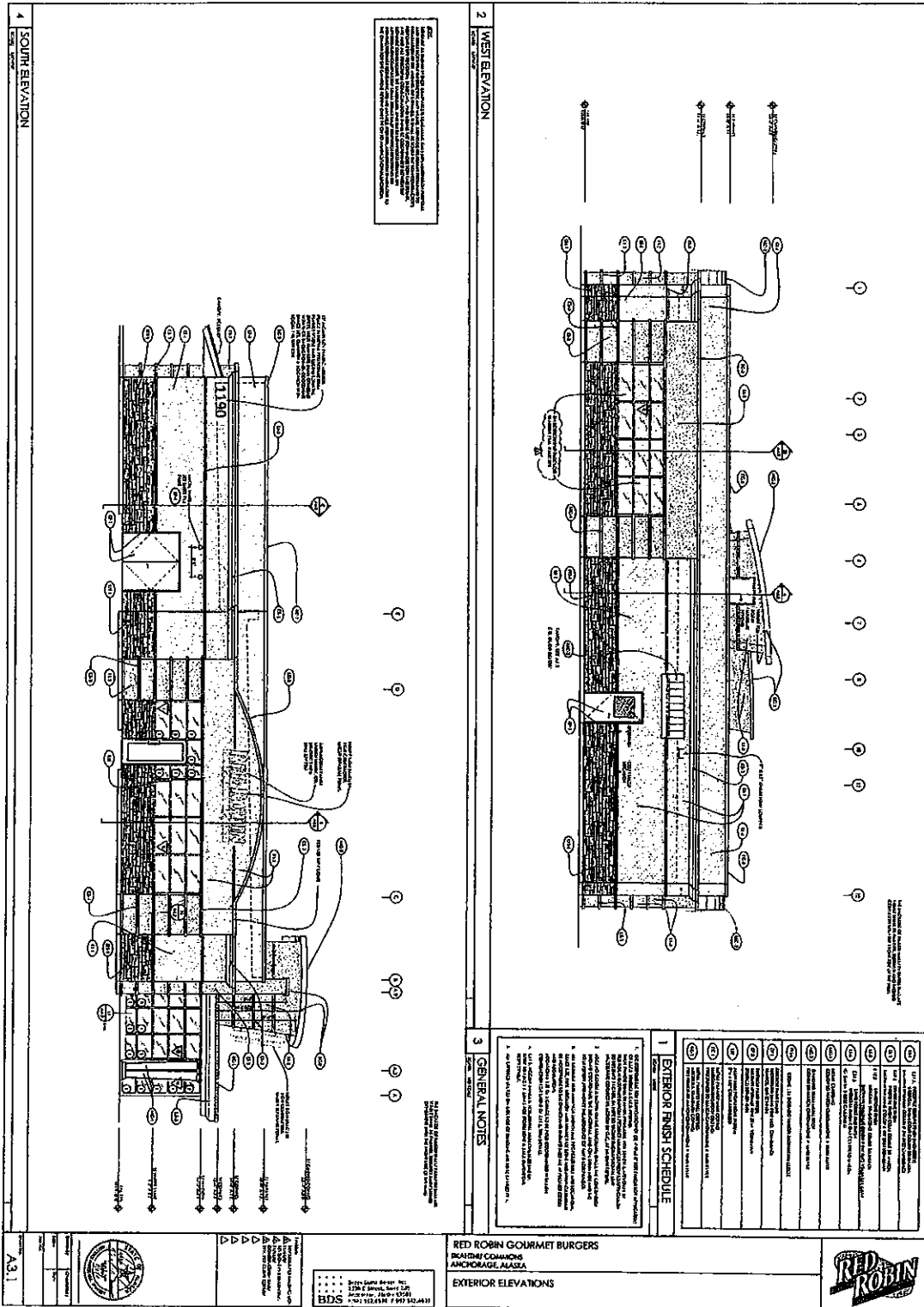
1	Exterior Wall Finish	1.01	Exterior Wall Finish
2	Exterior Wall Finish	1.02	Exterior Wall Finish
3	Exterior Wall Finish	1.03	Exterior Wall Finish
4	Exterior Wall Finish	1.04	Exterior Wall Finish
5	Exterior Wall Finish	1.05	Exterior Wall Finish
6	Exterior Wall Finish	1.06	Exterior Wall Finish
7	Exterior Wall Finish	1.07	Exterior Wall Finish
8	Exterior Wall Finish	1.08	Exterior Wall Finish
9	Exterior Wall Finish	1.09	Exterior Wall Finish
10	Exterior Wall Finish	1.10	Exterior Wall Finish
11	Exterior Wall Finish	1.11	Exterior Wall Finish
12	Exterior Wall Finish	1.12	Exterior Wall Finish
13	Exterior Wall Finish	1.13	Exterior Wall Finish
14	Exterior Wall Finish	1.14	Exterior Wall Finish
15	Exterior Wall Finish	1.15	Exterior Wall Finish
16	Exterior Wall Finish	1.16	Exterior Wall Finish
17	Exterior Wall Finish	1.17	Exterior Wall Finish
18	Exterior Wall Finish	1.18	Exterior Wall Finish
19	Exterior Wall Finish	1.19	Exterior Wall Finish
20	Exterior Wall Finish	1.20	Exterior Wall Finish



Architect: [Firm Name]
Address: [Address]
City: [City]
State: [State]
Zip: [Zip]
Phone: [Phone]
Fax: [Fax]
Email: [Email]



A3.0



2

APPLICATION

Application for Conditional Use Retail Sale Alcoholic Beverages

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

Please fill in the information asked for below.

PETITIONER*	PETITIONER REPRESENTATIVE (IF ANY)
Name (last name first) <u>Rosenberg, Fred</u>	Name (last name first) <u>Fabiano, John</u> <u>FABIANO, JOHN</u>
Mailing Address <u>4450 Cordova Street #100</u>	Mailing Address <u>4450 Cordova Street #100</u>
<u>Anchorage, AK 99503</u>	<u>Anchorage, AK 99503</u>
Contact Phone: Day: <u>(907) 561-5555</u> Night:	Contact Phone: Day: <u>(907) 561-5555</u> Night: <u>(907) 561-5555</u>
FAX: <u>(907) 561-2525</u> <u>561-5555</u>	FAX: <u>(907) 561-2525</u>
E-mail: <u>fred@rralaska.com</u>	E-mail: <u>john@rralaska.com</u>

*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): <u>006 441 21 600 14</u>		
Site Street Address: <u>1190 N. Muldoon Rd</u> <u>(TIKAHTNU MALL)</u>		
Property Owner (if not the Petitioner): <u>North Anchorage Real estate Investors LLC</u>		
Current legal description: (use additional sheet in necessary) <u>Lotway</u> <u>TRA Fragment LT 11A</u>		
Zoning: <u>B3SL</u>	Acreage: <u>2.973</u>	Grid # <u>SW 1140</u>

NORTHEAST COMMUNITY COUNCIL

ALCOHOLIC BEVERAGE CONTROL BOARD LICENSE PROPOSED		
<input checked="" 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): <u>3,420 SF</u>
<input type="checkbox"/> Package Store	<input checked="" type="checkbox"/> Restaurant	
Is the proposed license: <input type="checkbox"/> New <input checked="" type="checkbox"/> Transfer of location: ABC license number: <u>3304</u>		
Transfer license location: <u>No premise</u>		
Transfer licensed premises doing business as: <u>Red Robin</u>		

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 <u>9/20/10</u>	Signature (Agents must provide written proof of authorization) <u>[Signature]</u> <u>Vice president</u>
------------------------	--

Accepted by: <u>MA</u> <u>9/21/10</u>	Poster & Affidavit: <u>4,000.00</u>	Case Number <u>2010-126</u>
--	--	--------------------------------

COMPREHENSIVE PLAN INFORMATION			
Anchorage 2020 Urban/Rural Services: <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural			
Anchorage 2020 West Anchorage Planning Area: <input type="checkbox"/> Inside <input checked="" type="checkbox"/> Outside			
Anchorage 2020 Major Urban Elements: Site is within or abuts:			
<input type="checkbox"/> Major Employment Center	<input type="checkbox"/> Redevelopment/Mixed Use Area	<input type="checkbox"/> Town Center	
<input type="checkbox"/> Neighborhood Commercial Center	<input type="checkbox"/> Industrial Center		
<input type="checkbox"/> Transit - Supportive Development Corridor			
Eagle River-Chugiak-Peters Creek Land Use Classification:			
<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial	<input type="checkbox"/> Parks/opens space	<input type="checkbox"/> Public Land Institutions
<input type="checkbox"/> Marginal land	<input type="checkbox"/> Alpine/Slope Affected	<input type="checkbox"/> Special Study	
<input type="checkbox"/> Residential at _____ dwelling units per acre			
Girdwood- Turnagain Arm			
<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial	<input type="checkbox"/> Parks/opens space	<input type="checkbox"/> Public Land Institutions
<input type="checkbox"/> Marginal land	<input type="checkbox"/> Alpine/Slope Affected	<input type="checkbox"/> Special Study	
<input type="checkbox"/> Residential at _____ dwelling units per acre			

ENVIRONMENTAL INFORMATION (All or portion site affected)				
Wetland Classification:	<input checked="" type="checkbox"/> None	<input type="checkbox"/> "C"	<input type="checkbox"/> "B"	<input type="checkbox"/> "A"
Avalanche Zone:	<input checked="" type="checkbox"/> None	<input type="checkbox"/> Blue Zone	<input type="checkbox"/> Red Zone	
Floodplain:	<input checked="" type="checkbox"/> None	<input type="checkbox"/> 100 year	<input type="checkbox"/> 500 year	
Seismic Zone (Harding/Lawson):	<input type="checkbox"/> "1"	<input type="checkbox"/> "2"	<input checked="" type="checkbox"/> "3"	<input type="checkbox"/> "4" <input type="checkbox"/> "5"

RECENT REGULATORY INFORMATION (Events that have occurred in last 5 years for all or portion site)	
<input checked="" type="checkbox"/> Rezoning - Case Number:	2006-154
<input checked="" type="checkbox"/> Preliminary Plat <input type="checkbox"/> Final Plat - Case Number(s):	5: 11549-0
<input type="checkbox"/> Conditional Use - Case Number(s):	
<input type="checkbox"/> Zoning variance - Case Number(s):	
<input type="checkbox"/> Land Use Enforcement Action for	
<input type="checkbox"/> Building or Land Use Permit for	
<input type="checkbox"/> Wetland permit: <input type="checkbox"/> Army Corp of Engineers <input type="checkbox"/> Municipality of Anchorage	

DOCUMENTATION	
Required:	<input checked="" type="checkbox"/> Site plan to scale depicting: building footprints; parking areas; vehicle and pedestrian circulation; lighting; landscaping; signage; and licensed premises location. <input checked="" type="checkbox"/> Building plans to scale depicting: floor plans indicating the location of sales and service areas; building elevations (photographs are acceptable). <input checked="" type="checkbox"/> Photographs of premises from each street frontage that include and show relationship to adjacent structures and the premises visible street address number. <input checked="" type="checkbox"/> Narrative: explaining the project; construction, operation schedule, and open for business target date. <input checked="" type="checkbox"/> Copy of a zoning map showing the proposed location. <input checked="" type="checkbox"/> Copy of completed Alcoholic Beverage Control Board liquor license application form including all drawings and attachments, if filed with ABC Board.
Optional:	<input type="checkbox"/> Traffic impact analysis <input type="checkbox"/> Economic impact analysis <input type="checkbox"/> 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.

--	--

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):

Gourmet Ventures, Inc from Red Robin Alaskan, Inc.

What is the gross leaseable floor space in square feet?

5,835 5,835

What is the facility occupant capacity?

250 (FIRE OCCUPANCY)

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

148

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

67

What will be the normal business hours of operation?

11:00am - 1:00am Monday - Sunday

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

11:00am - 1:00am Monday - Sunday

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

7 % Alcoholic beverage sales

93 % Food sales

Type of entertainment proposed: (Mark all that apply)

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

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

DISTANCE FROM CHURCHES, DAY CARE, AND SCHOOLS

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

Name

Address

None

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.

Development consistent with AMC 21.05

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

Consistent with general restaurant business in commercial development

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.

Commercial development approved contemplating restaurants serving alcoholic beverages

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.

Permitted development contemplated restaurant use serving alcoholic beverages.

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

No negative impact expected

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

No forms of environmental pollution expected.

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

Our project was developed consistent with land use guidelines

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? None

Within 1,000 feet of your site are how many active liquor licenses? one package store (Brown Jug)

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? 31

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

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 of our employees in direct contact with alcohol will hold a valid Techniques in alcohol management (T.A.M.) card

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:

Video Surveillance (CCTV)

outside facility:

Video Surveillance (CCTV)

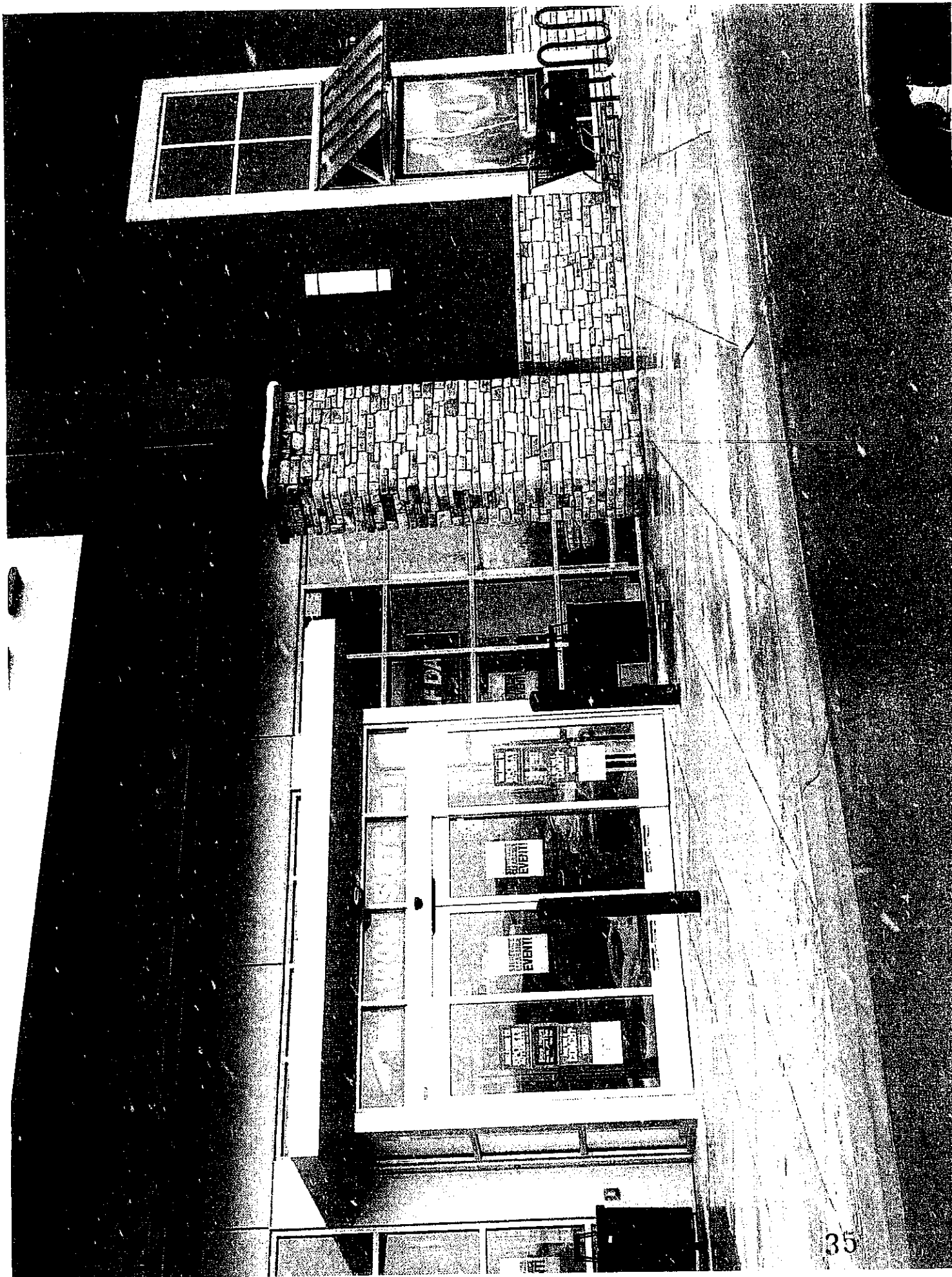
Payment of taxes and debts. When application is made for renewal of a license the assembly shall consider, pursuant to AS 4.11.330, whether the applicant is delinquent in payment of taxes owed to the Municipality. When application is made for transfer of ownership of a license the Assembly shall consider, 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?*

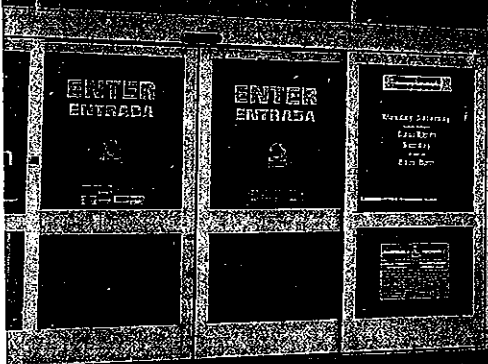
Public health. If application is made for the renewal or transfer of location or transfer of ownership of a license, the Assembly shall consider whether the operator has engaged in a pattern of practices injurious to public health or safety, such as providing alcohol to minors or intoxicated persons, 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.

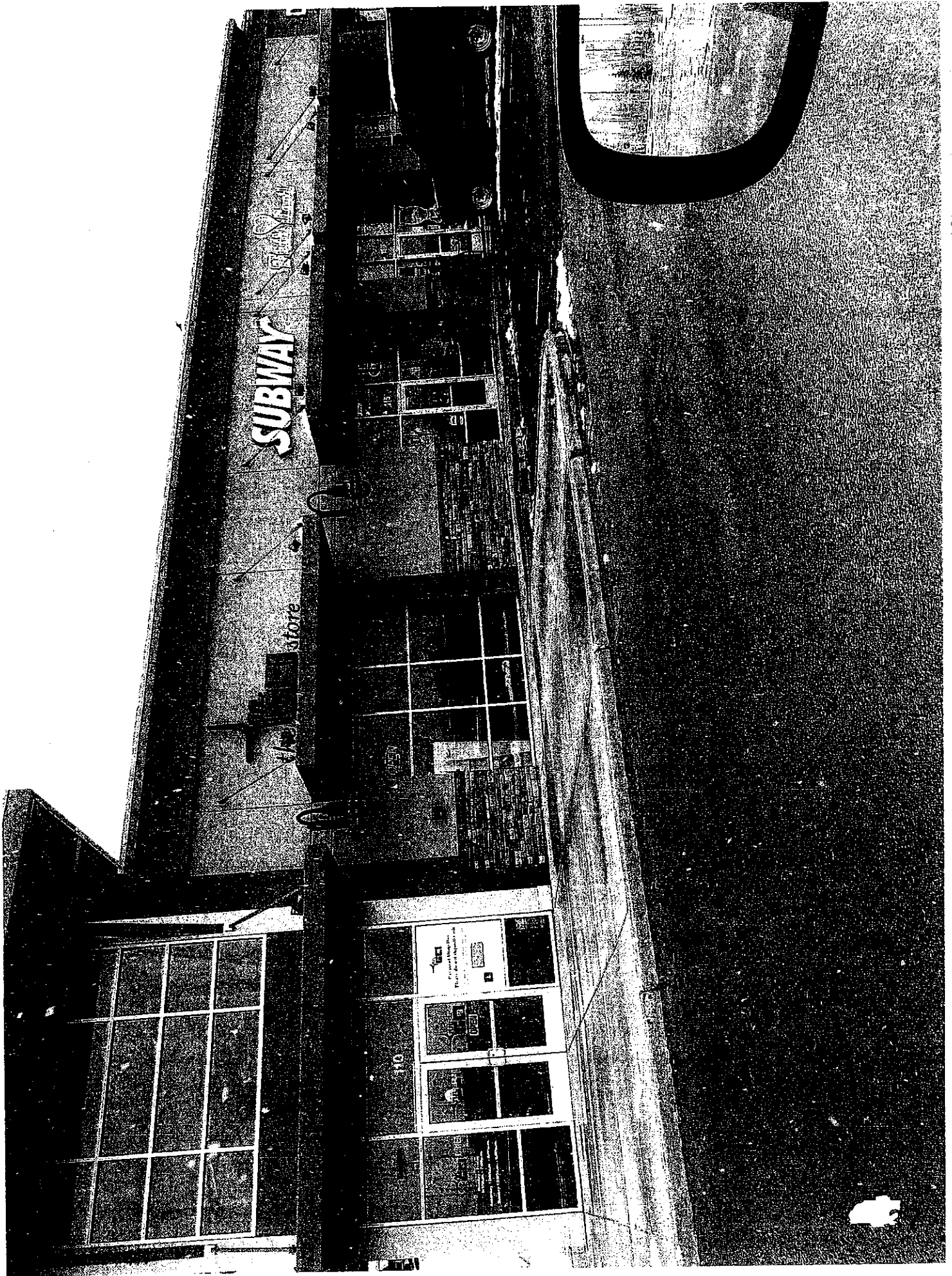
☒ Yes ☐ No *As the applicant and operator can you comply? If no explain*

Additional space if needed.

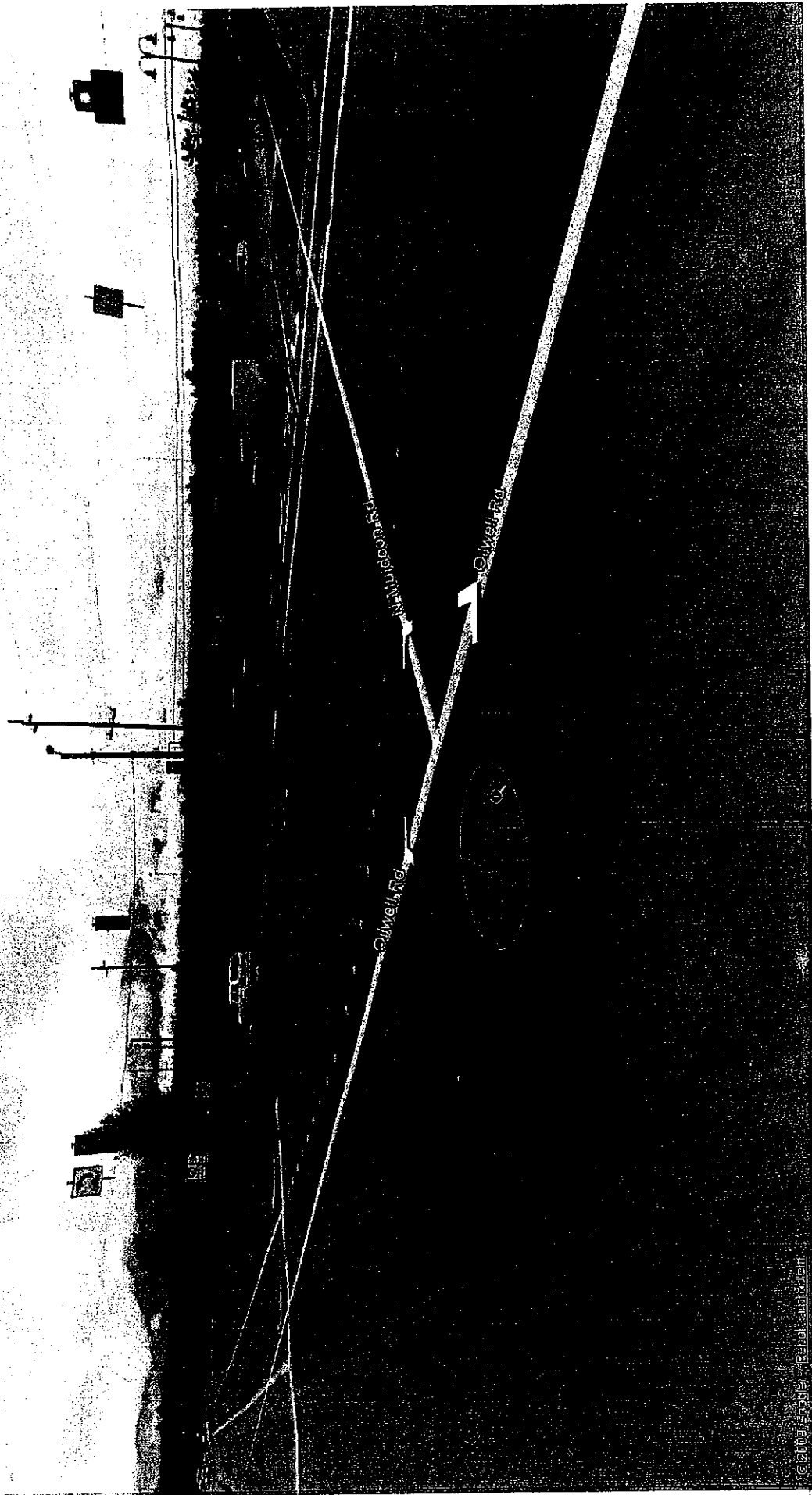
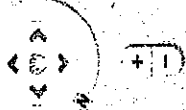


WWE's



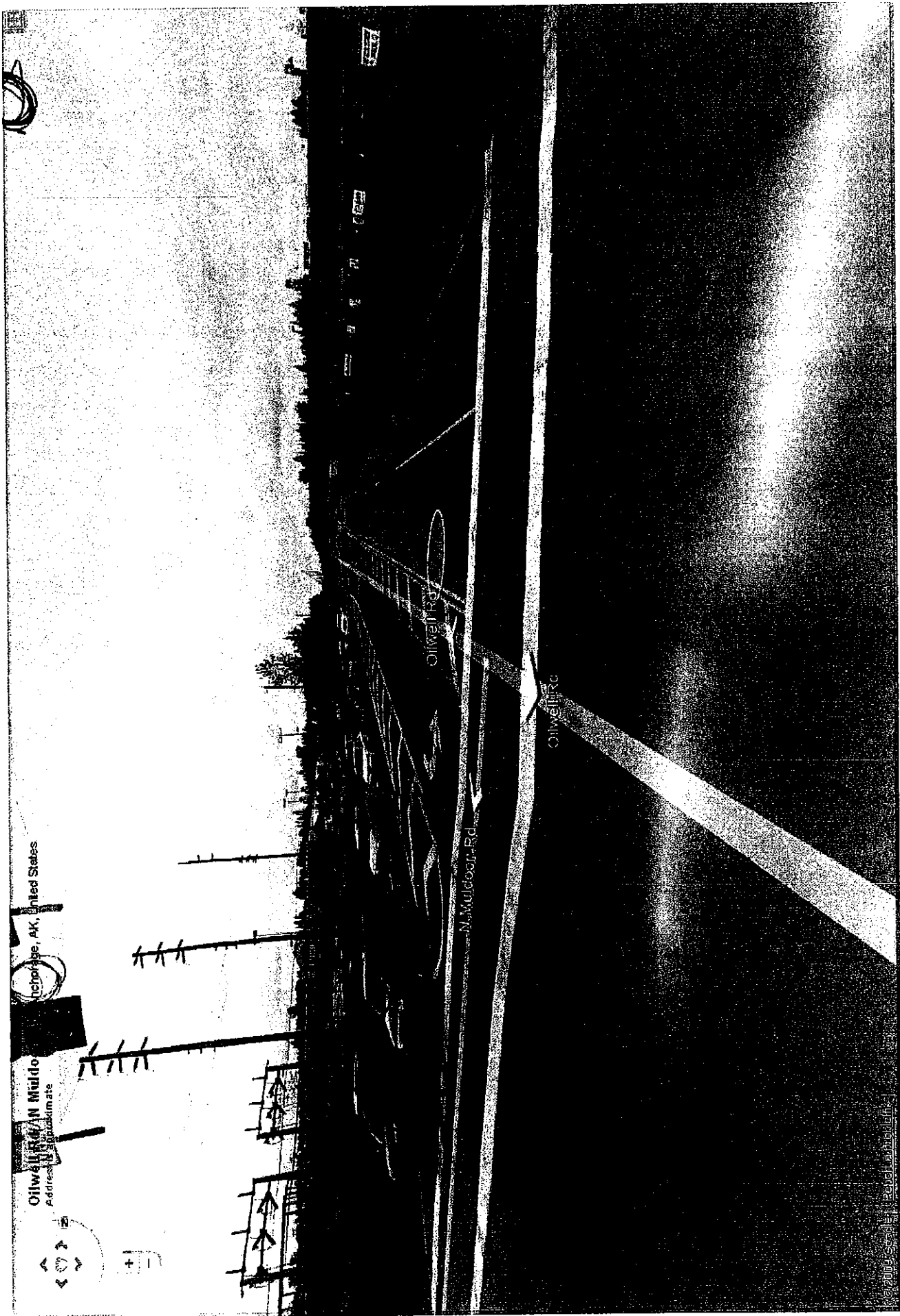


Oilwell Rd / N Muldoon Rd, Anchorage, AK, United States
Address is approximate

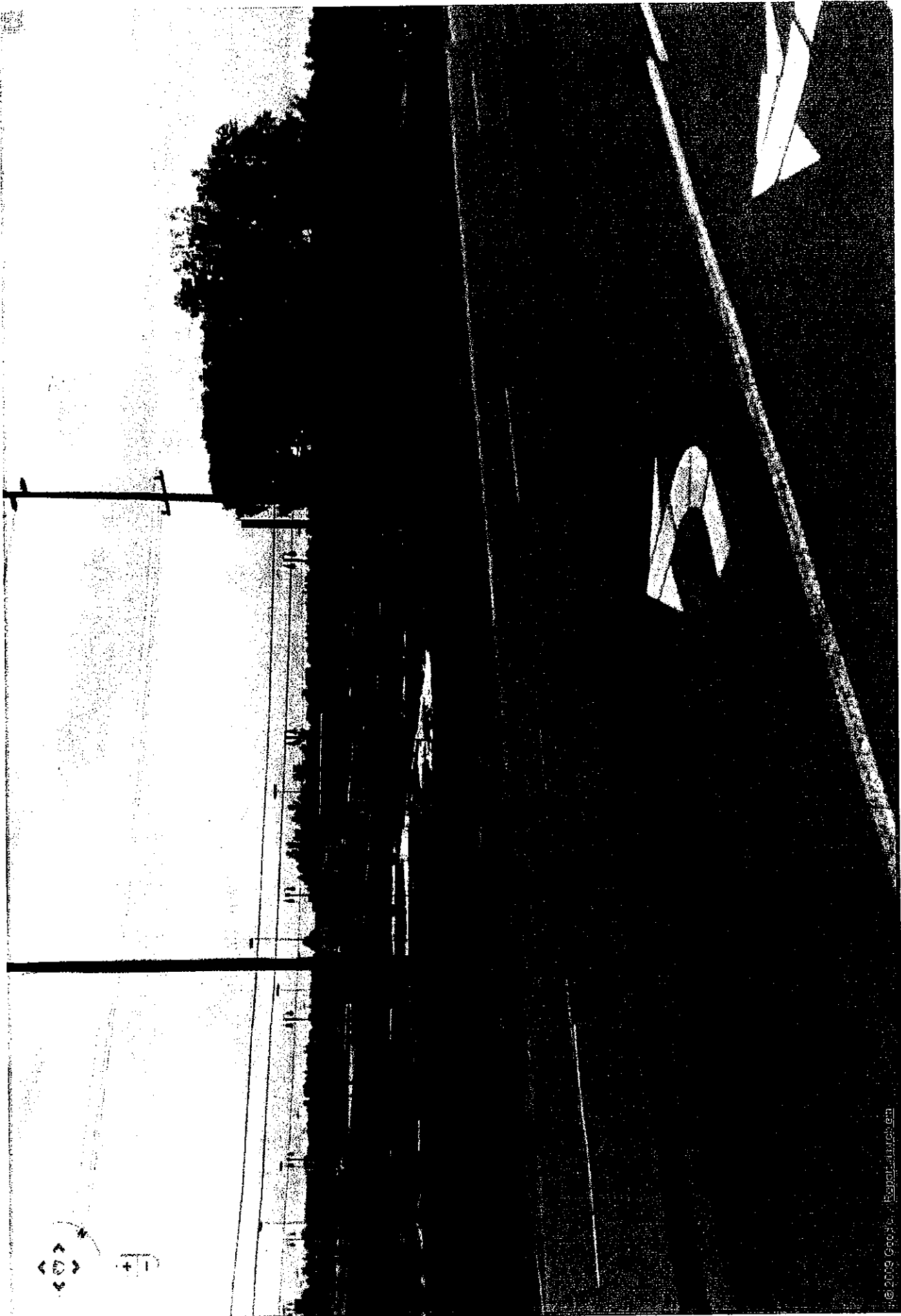


©2009 Google, All rights reserved.

Oilwell Road & N. Muldoon Road Looking Northeast
[Development site indicated by arrow]

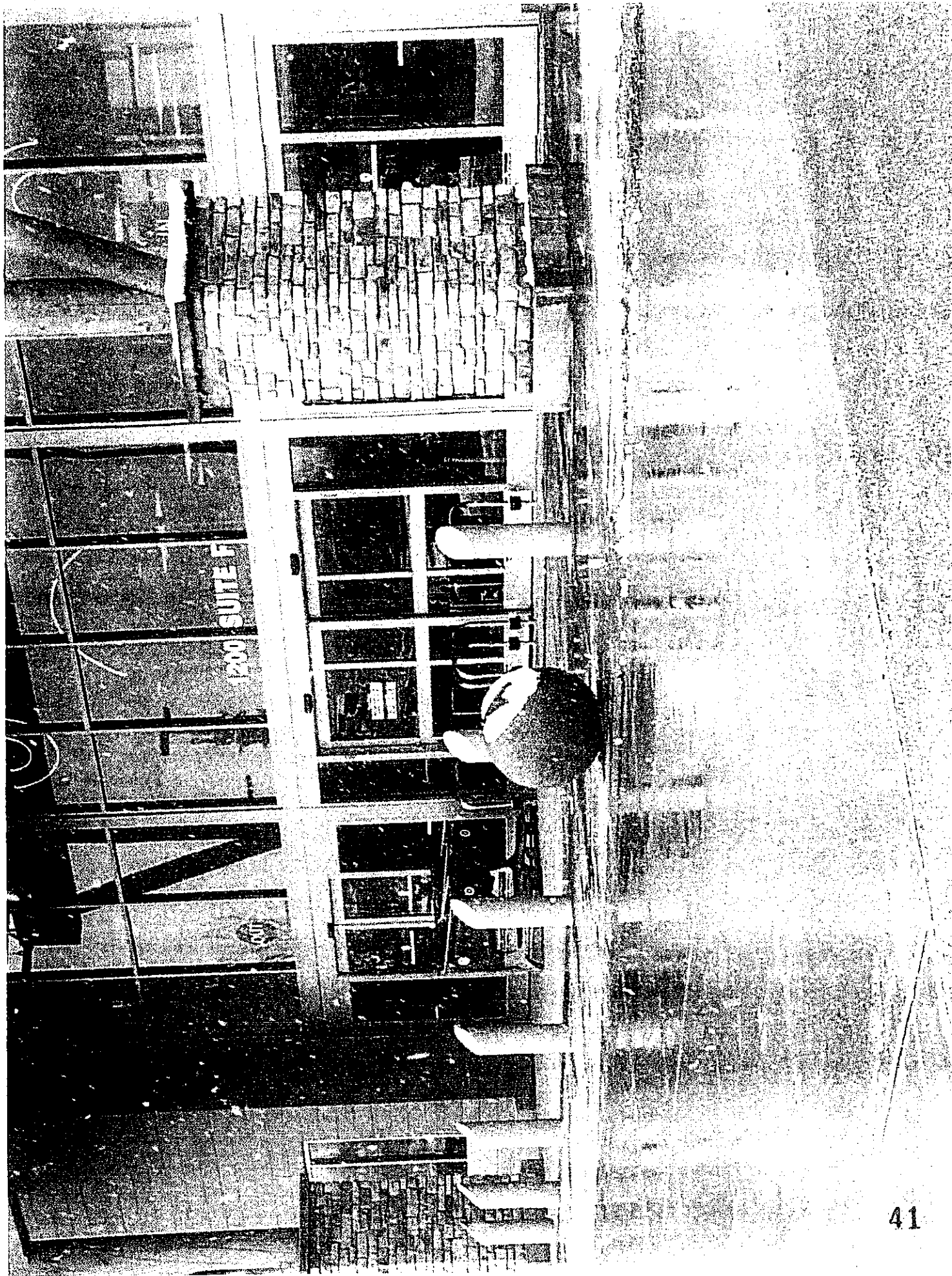


Oilwell Road & N. Muldoon Road Looking West
[Development site indicated by arrow]



Oilwell Road & N. Muldoon Road Looking Southwest
 [Development site indicated by arrow]

#©2009 Google, Esri, Garmin, etc.



BOTTOMLESS BEVERAGES™

FRECKLED LEMONADE®

Pucker up to this refreshing blend of sweet strawberries & tangy Minute Maid® Lemonade. Bottomless refills! 5.79

BLUEBERRY POMEGRANATE LIMEADE

Loaded with blueberries, Monin® Pomegranate & Lime fruit flavors and Sprite®. So good that uncontrollable "yummy" noises may result. 4.99

VERY BERRY RASPBERRY LIMEADE

A sweet raspberry limeade is the result of combining raspberry and lime fruit flavors, Sprite® and a fresh lime wedge. A wholesome, refreshing, well-deserved treat! Bottomless refills! 4.99

FRESH-BREWED TEA

Regular 2.59 or Flavored with Monin® Peach, Raspberry or Pomegranate. Bottomless Refills! 2.99

SOFT DRINKS 2.59

Coca Cola®
Diet Coke®
Sprite®
Barq's®
Dr. Pepper®
Minute Maid®
Hi-C®

ROOT BEER FLOAT

A mug of hand-drawn Bottomless soft serve with Bottomless Barq's® Root Beer. 4.99



Red Robin Brew Crew

We feature a wide array of local favorites, so ask your server for details about our additional selection of microbrews, imports, lights & non-alcoholic beers.

Check out our PINK MENU

A list of our beer, wine and Masterful Mixology

©2010 Red Robin International, Inc. 2010. THE RED ROBIN® logo and AMERICA'S GOURMET BURGERS & SPIRITS® are trademarks of Red Robin International, Inc. All other trademarks and/or other content on this menu are the copyrighted property of Red Robin International, Inc.

Shakes & Smoothies

ROOKIE MAGIC®

This specialty milkshake features all the fun without the crumbs! Hershey's® Chocolate syrup blended with OREO® cookies. Served with a "refill" tin! 5.99

MONSTER MILKSHAKES & MALTS®

Best of the biggest - a milkshake or malt and a half! Your choice of chocolate, vanilla, strawberry, blueberry-vanilla, banana, raspberry or peach served with a "refill" tin on the side. 5.99

DREAMY ORANGE SMOOTHIE

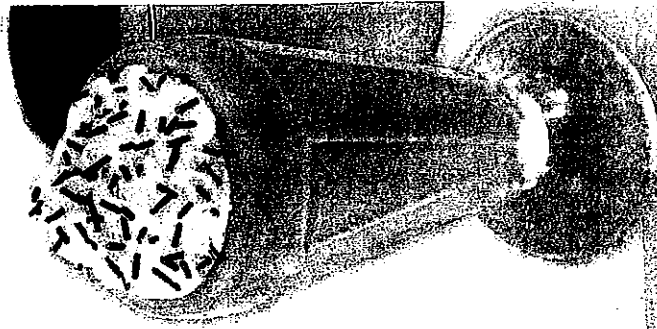
A creamy, dreamy orange-flavored sensation blended with a vanilla milkshake. 5.79

HAWAIIAN HEART THROB® SMOOTHIE

Influenced by a vacation in Maui, this tropical drink is a blend of strawberries, bananas, grenadine, coconut cream & pineapple juice. 5.79

GROOVY SMOOTHIE

This refreshing smoothie is a groovy blend of fruit including strawberries, peaches, bananas and grenadine blended with apple juice and vanilla cream. 5.79



MARGOS & MIXOLOGY

ONE GREAT MARGARITA

This margarita is made with Sauza® Gold tequila, Cointreau® and our signature sweet 'n' sour. Over rocks or frozen with a salted rim. Olé! Your choice of raspberry, strawberry or peach also available. 7.99

BLUE SEAS MARGARITA

Sauza® Gold tequila, Cointreau premium orange liqueur, blue curacao and our signature sweet 'n' sour. Beautiful azure color, authentic taste! Muy Bueno! 7.99

ABSOLUT® LEMONADE

Pucker up to this refreshing blend of Absolut® Citron, amaretto and tangy Minute Maid® Lemonade on the rocks. 7.69

FRUITY BOOZIE DAQUIRI®

A frozen daiquiri made with rum & your choice of strawberry, peach, banana or

ULTIMATE MARGARITA

For the true margarita connoisseur! 1800® Reposado 100% Blue Agave tequila combined with Grand Marnier® and our signature sweet 'n' sour. Poured over ice, salted rim of course. The Best of the Best! 8.99

TROPICAL MAI TAI

A blend of Myers's® Dark and Bacardi® Select rums, orange curacao, fruit juices, grenadine & sweet 'n' sour. Let's rumbar! 7.99

NUCLEAR ICE TEA

An atom-splitting blend of gin, rum, triplesec, vodka and sweet 'n' sour mixed (carefully) with Coke®. 7.69 Upgrade to premium liquor in the T.N.T.! 8.99

MANGO MARGARITA

Sauza® Gold, Grand Marnier® & mango blended together to create an enchanting drink straight from the islands! 7.99



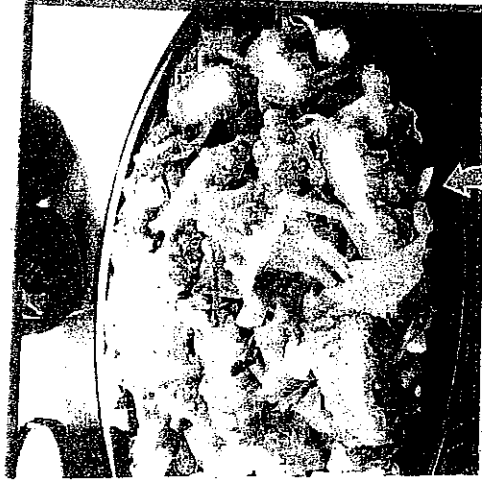
Fresh Salads

Produce

Sandwiches & Soups

FITA FIESTA POLLO SALAD*

ter, juicy grilled chicken breast over crisp mixed greens
i Pepper-Jack and Cheddar cheeses, red and green
peppers, diced onions, Chipotle black beans & tortilla
s, tossed with a creamy salsa-ranch dressing. 13.99



COBB SALAD

Crisp mixed greens with tender grilled chicken breast,
applewood smoked bacon, hard-boiled egg, avocado, black
olives, ripe tomatoes and crumbled Bleu cheese. Served with
warm garlic focaccia bread & your choice of dressing. 13.99

ASIAN CHICKEN SALAD

Grilled teriyaki chicken breast on crisp Asian salad
greens tossed with sweet red peppers and sesame
Asian dressing, then topped with mandarin oranges,
toasted sesame seeds, fresh cucumber, red onion and
cilantro. Served with crunchy wonton triangles. 13.99

APPLE HARVEST CHICKEN SALAD

Fresh mixed greens tossed with juicy grilled chicken, candied
walnuts and crumbled Bleu cheese. Topped with sliced apples
and a Dijon vinaigrette. Better than the farmers market! 14.49

MIGHTY CAESAR SALAD

The King of all salads. Fresh, crisp Romaine lettuce, grated
Parmesan cheese and croutons, topped with creamy Caesar
dressing and served with warm garlic focaccia bread. 10.99
With grilled or blackened chicken 12.99

SOUP & SALAD COMBO

A steaming bowl of your favorite soup (Baked Potato Soup,
Chicken Tortilla Soup, Clamdigger's Clam Chowder, French Onion
Soup) served with a crisp, mixed greens house salad. 10.99

SIDE SALADS

House Salad 5.79 Side Caesar Salad 5.99

DRESSING CHOICES:

Ranch, Bleu Cheese, Italian, Thousand Island,
Honey Mustard-Poppyseed

WHISKEY RIVER® BBQ CHICKEN WRAP

A fresh spinach tortilla with juicy chicken breast
smothered in our signature Whiskey River® BBQ Sauce,
all wrapped together with Cheddar cheese, lettuce,
tortilla strips and a touch of ranch dressing. Served
with fresh melon and Bottomless Steak Fries. 11.79

BLTA CROISSANT

A buttery croissant filled with sliced turkey breast,
applewood smoked bacon, fresh avocado slices,
crisp lettuce, tomatoes & mayo. Served with
fresh melon and Bottomless Steak Fries. 11.49

CAESAR'S CHICKEN WRAP

Tender grilled chicken breast stuffed in a fresh spinach
tortilla, with Caesar dressing, Parmesan cheese, diced
tomatoes and crisp Romaine lettuce. Served with
fresh melon and our Bottomless Steak Fries. 11.79

NACHO CHICKEN BACON WRAP

Crispy chicken breast tenders perfectly paired
with applewood smoked bacon, Pepper-Jack and
Cheddar cheeses, romaine lettuce, diced tomatoes
and a delicious salsa-ranch dressing in a
jalapeno-cheese tortilla. Served with fresh melon
and Bottomless Steak Fries®. 11.99

FRENCH ONION SOUP

A homemade favorite made from rich beef
stock with caramelized sweet onions, topped
with melted Provone & Parmesan cheeses.
Served with warm garlic focaccia bread.

CLAMDIGGER'S CLAM CHOWDER

A traditional, homemade New England-style
chowder. Served with warm garlic focaccia

CHICKEN TORTILLA SOUP

A hearty chicken and vegetable tortilla
soup topped with grated Cheddar & Pepper
cheeses, sour cream and tortilla strips.

BAKED POTATO SOUP

Loaded with potatoes, this creamy soup is
topped with sour cream, Cheddar cheese,
bacon bits. Served with house bread.

SOUPS A LA CARTE Bowl 6.99

Entrées

STA ALFREDO

at Alfredo took a liking to Red and taught him the
ee Ts of pasta: Tender linguini, Terrifically creamy
ice and a Topping of fresh Parmesan. Garnished with
sh tomatoes and served with house bread. 11.49
1/2 Chicken Breast 13.49

ST-IN-QUESADILLA®

ur tortillas filled with sliced chicken breast,
shirooms, applewood smoked bacon, Pepper-Jack &
solder cheeses, fresh cilantro and tomatoes. Chipotle
ck beans, our freshly prepared guacamole and salsa,
I sour cream to the side 11.99

GRILLED CHICKEN PESTO PASTA

The besto in pesto! Swirly Cavatappi pasta tossed in a
it creamy basil pesto sauce, topped with a sliced grilled
cken breast, and finished with a fresh tomato bruschetta
sa and Parmesan cheese. Served with warm garlic herb

GRILLED CHICKEN ALLA CAPRESE

Ciao down on this de-lightful dish! A grilled
chicken breast served with fresh Mozzarella cheese,
bruschetta salsa and warm garlic herb focaccia
bread. Drizzled with balsamic cream alongside a
crisp Romaine salad with pesto dressing, black
olives and crispy pepperoni strips. 13.49

CREAMY GARLIC & HERB CHICKEN PASTA

A marinated chicken breast brushed
with a garlic-parmesan butter and
sauteed with basil, mushrooms and
tomatoes. Tossed with a creamy
Alfredo sauce served over pasta.
Served with house bread. 14.99



CLUCKS & FRIES®

Chicken breast tenders crisply-fried golden
and crunchy. Served with our Bottomless Steak
Fries® & ranch dressing for dipping. 10.99
Buffalo Style 11.79

ENSENADA CHICKEN™ PLATTER

Two tender, juicy chicken breasts basted with a
zesty Mexican blend of seasonings, grilled and
bursting with Baja-style flavor. Served with a side
salad and two dipping sauces: freshly prepared
salsa & salsa-ranch. Muy delicioso! 13.99

ARCTIC COD FISH & CHIPS

Premium Cod filets, hand-battered in a light
tempura batter and crisply-fried. Served with
our Bottomless Steak Fries and our original
dill'd & pickle'd tartar sauce. 13.99



Shareable Starters.

TOWERING ONION RINGS*

13 rings tall, this proves we really know how to pick 'em and stack 'em. Sweet yellow onions - breaded & crisply-fried. Served with tangy Campfire Sauce and ranch dressing for dipping*. 8.99

CLUCKS & FRIES*

Chicken breast tenders crisply-fried golden and crunchy. Served with our Bottomless Steak Fries* & ranch dressing for dipping*. 10.99
Buzzard Clicks 11.79

RR'S BUZZARD WINGS*

Meaty, chicken drummettes basted with a fiery cayenne pepper sauce (sure to fan the flames of your desire)! Chilled celery & Bleu cheese dressing help keep things cool. 9.99
Or try them tossed in teriyaki sauce!

FRESH-FRIED CHEESE STICKS

Lightly battered Mozzarella cheese crisply-fried to perfection and served with our rich Italian sauce for dipping*. 8.99

CREAMY ARTICHOKE & SPINACH DIP

A creamy, cheesy blend of artichoke hearts, spinach, onions and Parmesan cheese. Served with tortilla chips, warm garlic focaccia bread and celery. Dive in! 10.99

LOADED CHILI CHILI™ CHEESE FRIES

The only thing that can top Red Robin's Signature Steak Fries is a heaping portion of Red's Homemade Chili Chili™, Cheddar and Pepper-Jack cheeses, sizzling bacon, jalapeños and a side of ranch. You'd better bring a friend. 9.49

NACHO ORDINARY CHILI NACHOS

Crisp tortilla chips topped with Cheddar & Pepper-Jack cheeses, Red's Homemade Chili Chili™, diced onions, diced tomatoes, fresh cilantro and jalapeños. Served with sour cream and our freshly prepared guacamole. 10.99 *Half Order 8.99*

NEW CHILI CHILI™ CON QUESO

Red's Homemade Chili Chili™ + creamy queso = Chili Chili con Queso. Served hot, garnished with fresh cilantro and salsa, paired with corn tortilla chips and Red Robin's own jalapeño-cheese flour tortilla chips. It's a melty, meaty, cheesy delicious way to start your meal. 10.99

Free Red BOTTOMLESS B

FRECKLED LEMON

Pucker up to this refreshing sweet strawberries & Lemonade. Bottomless

VERY BERRY RASPBERRY

A sweet raspberry limeade of combining raspberry & flavors, Sprite® and a fire A wholesome, refreshing treat! Bottomless refills!

BLUEBERRY POMME

Loaded with blueberries, Pomegranate & Lime fruit Sprite®. So good that our "yummy" noises may re-

Our Natural

Ground Beef & Gourmet

illed Chicken Breasts contain

o preservatives or artificial

ingredients. That's Red Robin's

Honest to Goodness

promise to you.

GOURMET BURGERS

We make every burger to order. If you'd like to Customize anything from the bun to toppings, just let us know.

*All Gourmet Burgers are proudly served
with our BOTTOMLESS STEAK FRIES®, made with
America's highest quality, premium potatoes.*

NATURAL BURGER

For those who like their burgers in the buff, we offer this scantily clad substitute. Includes crisp lettuce, fresh tomatoes, pickles & onions on the side. Served with your choice of fresh melon or Bottomless Steak Fries. 9.99

SAUTÉED 'SHROOM BURGER

Loaded with fresh, plump, sautéed mushrooms, a hint of garlic Parmesan butter and topped with melted Swiss for that extra Yummy™. A mushroom lover's dream come true. 10.99

GUACAMOLE BACON BURGER

Freshly prepared, zesty guacamole and applewood smoked bacon with melted Swiss cheese, onions.

BLEU RIBBON BURGER

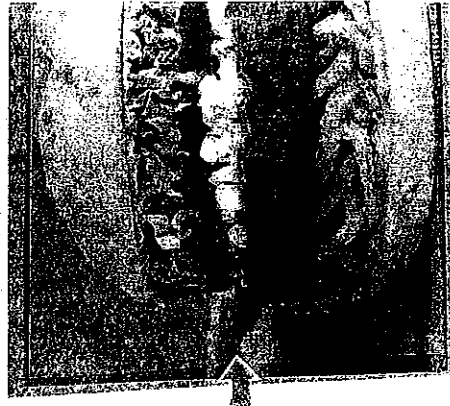
We're proud of this winning burger. Basted with a tangy steak sauce and topped with crumbled Bleu cheese. Served with crispy onion straws, lettuce, fresh tomatoes and zesty Chipotle mayo on an onion bun. 11.49

RED ROBIN GOURMET CHEESEBURGER

The original...and also the one upon which we have built our fame! Garnished with crisp lettuce, fresh tomatoes, pickles, onions, mayo & Red's pickle relish. You choose your favorite cheese: Cheddar, American, Swiss, Bleu, Provolone or Pepper-Jack. 10.59

BACON CHEESEBURGER

We claim this to be the best bacon cheeseburger in



MONSTER BURGER

- AKA - the Open Wide Burger. Two huge b

INZAI BURGER®
 Inzai is a teriyaki & topped with grilled pineapple, cheddar cheese, crisp lettuce, tomatoes and mayo. de, you'll be like, ready to ride the pipeline on this North Shore after you chomp on this! 10.99

ROYAL RED ROBIN BURGER®
 This is the aristocrat of all burgers because we crown it with a fresh fried egg. It's topped with applewood smoked bacon, American cheese, crisp lettuce, fresh tomatoes and mayo. 11.69

WHISKEY RIVER® BBQ BURGER
 Don't be afraid to get a little saucy. Basted with our signature Whiskey River® BBQ Sauce and lassoed together with Cheddar cheese, crispy onion

tomatoes & mayo. Choose your favorite cheese: Cheddar, American, Swiss, Bleu, Provolone or Pepper-Jack. 10.99

A.1.® PEPPERCORN BURGER
 Applewood smoked bacon, melted Pepper-Jack cheese, A.1.® peppercorn spread, crispy onion straws and fresh tomatoes on an onion bun. It's a taste explosion! 11.49

5 ALARM BURGER®
 Crank up the heat with Pepper-Jack cheese, tangy salsa, sliced tomato, crisp lettuce & triple-cheddar burger.

TRIPLE-CHEESEBURGER
 This triple treat features one beef burger trio of melted American, Swiss & Cheddar topped with fresh lettuce, tomatoes & mayo. Top it with applewood smoked bacon 1.49

The Gardenburger™ or Turkey patty are at one of our unique gourmet burgers for 10

Insanely Delicious™

SERVED WITH GARLIC PARMESAN STEAK FRIES



STEAK SLIDERS

Each juicy sirloin steak slider is topped with melted Swiss cheese, crispy onion straws, creamy Chipotle mayo and served on a rustic, hearth-baked bun.
 Three sliders 12.99
 Two sliders 10.99

BRUSCHETTA CHICKEN SANDWICH

A perfectly grilled chicken breast with freshly prepared bruschetta salsa, pesto aioli, Provolone cheese, shredded Romaine lettuce and balsamic cream on rustic ciabatta bread. 11.99

PRIME RIB DIP

Tender prime rib topped with caramelized onions and Provolone cheese, on a rustic baguette with au jus for dipping. Served with a side of coleslaw. It's melt-in-your-mouth delicious. 13.79

CHILI CHILI™ CHEESEBURGER

So much Chili you can't pick it up. Served open faced with Chipotle mayo, Cheddar cheese, diced red onions and topped with a heaping portion of Red's Homemade Chili Chili.™ Use a knife and fork on this one. 11.79

Chicken Sandwiches & Other Favorites

TERIYAKI CHICKEN SANDWICH

A tender, juicy grilled chicken breast with sweet teriyaki sauce, grilled pineapple, Swiss cheese, crisp lettuce, tomatoes & mayo. Why did the chicken cross the Pacific? Now you know. 11.79

WHISKEY RIVER® BBQ CHICKEN SANDWICH

A tender, juicy grilled chicken breast basted with our signature Whiskey River® BBQ Sauce and topped with melted Cheddar cheese, crispy onion straws, lettuce, tomatoes and mayo. Cowpokes and real folks both love this one! 11.79



CRISPY CHICKEN SANDWICH

A crispy-fried chicken breast with fresh lettuce, tomatoes, pickles, onions and mayo. The taste is out of this world! 11.79

BLACKENED CHICKEN SANDWICH

A spicy, tender blackened chicken breast, topped with Chipotle mayo, Pepper-Jack cheese, red onion, green leaf lettuce and tomato. Spice up your chick. 11.79

CALIFORNIA CHICKEN SANDWICH

A tender, juicy grilled chicken breast topped with Provolone cheese, zesty guacamole, applewood smoked bacon, tomatoes, lettuce, pickles & mayo. This chic combination is beautiful & flavorful! 11.79

CHICKEN CAPRESE SANDWICH

Savor this Italian gourmet treasure. Tender grilled chicken breast topped with fresh Mozzarella cheese, balsamic marinated tomatoes and crisp Romaine lettuce. Served on rustic ciabatta bread with pesto aioli. Delizioso. 11.79



GRILLED TURKEY BURGER

It's never too early to "give thanks" for our seasoned turkey patty, charbroiled and layered with shredded lettuce, fresh tomatoes and zesty Chipotle mayo on our whole grain bun. 10.99

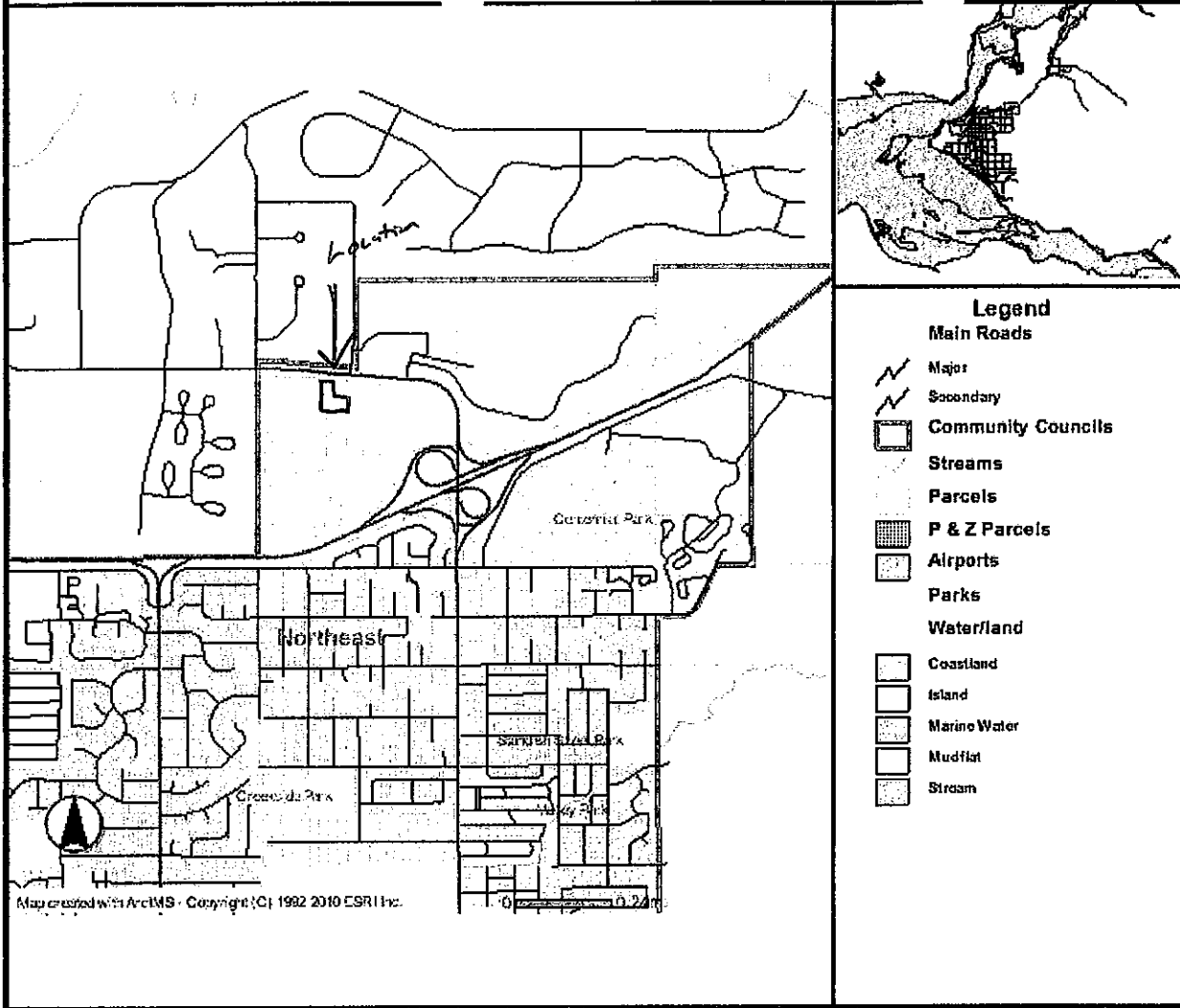
CRISPY ARCTIC COD SANDWICH
 The real thing! Premium Cod filets, hand-battered in a light tempura batter and crispy-fried with fresh coleslaw, tomatoes, pickles and a pickle'd tartar sauce to lure you in. 10.5

BLINJ LETTUCE-WRAP YOUR BURGERS!
 A juicy beef patty topped with red fresh tomatoes and Cheddar cheese nestled between cool lettuce. Served with salad and balsamic vinaigrette dressing. 1

THE GARDEN BURGER

Our Gardenburger is an amazingly delicious blend of vegetables, grains & spices with a touch of cheese - topped with tomatoes, fresh lettuce, pickles and our Country Dij Sauce on a whole grain bun. 10.99

BOCA LOVER? Substitute a BOCA Original Vegan Bu



Application for Conditional Use Retail Sale Alcoholic Beverages Narrative for
Gourmet Ventures, Inc. d/b/a Red Robin.

This is a "Pad" site (approximately 72,000 SF) located near the entrance of a new retail shopping center called Tikahtnu Commons in Anchorage, Alaska. Tikahtnu Commons Shopping Development has a land area of approximately 95 acres and already includes major anchors of Target, Best Buy, Sports Authority, Kohl's, Lowe's and a Regal 16 movie theater with an IMAX. Parking would be available in the total shopping center to this pad site. Site development would be considered routine as the pad would be acquired under a long-term ground lease with an initial term of 20 years and three (3) five (5) year options.

Construction commenced on June 16, 2010 with a scheduled opening date of October 26, 2010. We plan on closing our Northway Mall (3401 Penland PKWY) Red Robin location and relocating the operations to this building located at 1190 North Muldoon Road. Normal hours of operation once opened will be 11:00am to 1:00am everyday. Establishment is a smoke free environment (per AMC 16.65) and has established proposed 'designated' smoking areas (depicted on the site plan C2.0) for it guests and employees.

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

Transfer Liquor License

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

This application is for:

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

SECTION A - LICENSE INFORMATION. Must be completed for all types of applications.			FEEs
License Year: 2010/2011	License Type: Beverage Dispensary	Statute Reference Sec. 04.11. 090	License Fee: \$ Filing Fee: \$100.00
License #: 3304	Local Governing Body: (City, Borough or Unorganized) Municipality of Anchorage	Community Council Name(s) & Mailing Address: North East Community Council Kevin Smestad, President 7660 Boundary Avenue Anchorage, AK 99504	Fingerprint: (\$54.25 per person) Total Submitted: \$
Name of Applicant (Corp/LLC/LP/LLP/Individual/Partnership): Gourmet Ventures, Inc.	Doing Business As (Business Name): Red Robin	Business Telephone Number: 907-561-5555 Fax Number: 907-561-2525	Email Address:
Mailing Address: 4450 Cordova Street, Suite 100	Street Address or Location of Premise: 1190 N. Muldoon Road Anchorage, AK 99504		
City, State, Zip: Anchorage, AK 99503			

SECTION B - TRANSFER INFORMATION.

<input checked="" type="checkbox"/> Regular Transfer <input type="checkbox"/> Transfer with security interest: Any instrument executed under AS 04.11.670 for purposes of applying AS 04.11.360(4)(b) in a later involuntary transfer, must be filed with this Application (15 AAC 104.107). Real or personal property conveyed with this transfer must be described. Provide security interest documents. <input type="checkbox"/> Involuntary Transfer. Attach documents which evidence default under AS 04.11.670.	Name and Mailing Address of <i>CURRENT</i> Licensee: Red Robin Alaska, Inc. 4450 Cordova Street, Suite 100 Anchorage, AK 99503 Business Name (dba) <i>BEFORE</i> transfer: Red Robin Burger & Spirits Emporium #2 Street Address or Location <i>BEFORE</i> transfer: No premise
---	--

SECTION C - PREMISES TO BE LICENSED. Must be completed for RELOCATION applications.

Closest school grounds: Bartlett High School	Distance measured under: <input checked="" type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No.	<input type="checkbox"/> Premises is GREATER than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input type="checkbox"/> Premises is LESS than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input checked="" type="checkbox"/> Not applicable
Closest church: Muldoon Road Baptist Church	Distance measured under: <input checked="" type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No.	
Premises to be licensed is: <input type="checkbox"/> Proposed building <input type="checkbox"/> Existing facility <input checked="" type="checkbox"/> New building	<input checked="" type="checkbox"/> Plans submitted to Fire Marshall (required for new & proposed buildings) <input type="checkbox"/> Diagram of premises attached	

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
Fred Rosenberg	Gourmet Ventures, Inc.	Beverage Dispensary	3401 Peuland Parkway	Alaska
Fred Rosenberg	Regency Management, Inc.	Beverage Dispensary	401 E. Diamond Blvd	Alaska

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

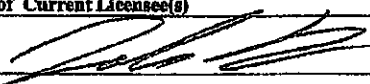
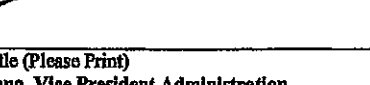
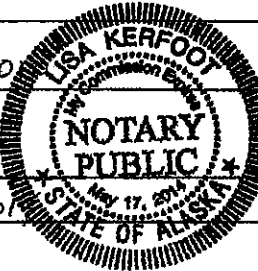


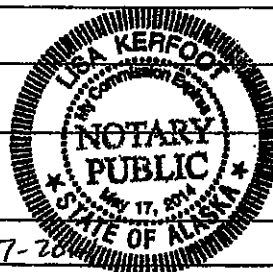
Corporations, LLCs, LLPs and LPs must be registered with the Dept. of Community and Economic Development.			
Name of Entity (Corporation/LLC/LLP/LP) (or N/A if an Individual ownership): Gourmet Ventures, Inc.		Telephone Number: 907-561-5555	Fax Number: 907-561-2525
Corporate Mailing Address: 4450 Cordova Street, Suite 100	City: Anchorage	State: AK	Zip Code: 99503
Name, Mailing Address and Telephone Number of Registered Agent: Fred Rosenberg (907) 561-5555 4450 Cordova Street, Suite 100, Anchorage, AK 99503		Date of Incorporation OR Certification with DCED: 11-9-1983	State of Incorporation: Alaska
Is the Entity in compliance with the reporting requirements of Title 10 of the Alaska Statutes? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If no, attach written explanation. Your entity <i>must</i> be in compliance with Title 10 of the Alaska Statutes to be a valid liquor licensee.			

Entity Members (Must include President, Secretary, Treasurer, Vice-President, Manager and Shareholder/Member with at least 10%)					
Name	Title	%	Home Address & Telephone Number	Work Telephone Number	Date of Birth
Fred Rosenberg	President	100	4450 Cordova Street, Suite 100, Anchorage, AK 99503 907-561-5555	907-561-5555	12-22-1942
John Fabiano	Vice President Administration		7321 Ticonderoga Place, Anchorage, AK 99502	907-561-5555	6-2-1980
Ryan Faulkner	Vice President Operations		1544 Moss Creek Avenue, Anchorage, AK 99507	907-561-5555	5-25-1980

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

Individual Licensees/Affiliates (The ABC Board defines an "Affiliate" as the spouse or significant other of a licensee. Each Affiliate must be listed.)			
Name:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>	Name:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>
Address:	Date of Birth:	Address:	Date of Birth:
Home Phone:	Work Phone:	Home Phone:	Work Phone:
Name:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>	Name:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>
Address:	Date of Birth:	Address:	Date of Birth:
Home Phone:	Work Phone:	Home Phone:	Work Phone:

Declaration <ul style="list-style-type: none"> 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 Current Licensee(s) Signature:  Signature:  Name & Title (Please Print) John Fabiano, Vice President Administration Subscribed and sworn to before me this 14 th day of September 2010 Notary Public in and for the State of Alaska  My commission expires: 5-17-2014	Signature of Transferee(s) Signature:  Signature:  Name & Title (Please Print) John Fabiano, Vice President Administration Subscribed and sworn to before me this 14 th day of September 2010 Notary Public in and for the State of Alaska  My commission expires: 5-17-2014
--	--

**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 _____ liquor license
for _____
located at _____
(address and/or location)

OR

- b. Posting of application for transfer of a Beverage Dispensary liquor license
currently issued to Red Robin Alaska, Inc. whose business name (d/b/a)
is Red Robin Burger & Spirits Emporium #2 located at 1190 N. Muldoon Road, Anchorage
(address and/or location)

2. Has been completed by me for the following ^{5 DAYS} ~~10 FULL~~ day period:

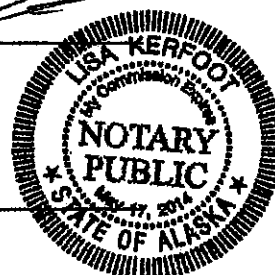
_____ 9-15-2010 _____ to _____ 9-19-2010 _____

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

- a. Location of premises to be licensed: Fence on premises at 1190 N. Muldoon Road, Anchorage, AK 99504.
- b. Other conspicuous location in the area: Fred Meyer bulletin board, 7701 DeBar Road, Anchorage, AK 99504.
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.

SUBSCRIBED and SWORN to me this 20th day of September, 2010.

Notary Public in and for Alaska
My commission expires: 5-17-2014.



ANCHORAGE PUBLISHING, CO.

540 E. Fifth Avenue

Anchorage, Alaska 99501

Phone: 561-7737 Fax: 561-7777

**Liquor License
Transfer Notice
Correction**

Red Robin Alaska, Inc.
d/b/a Red Robin & Spirits
Emporium #2 located
at 1100 N. Muldoon
Road Anchorage
is applying for a transfer of a Beverage
License AS 04-11-090
from license to Summit
Ventures, Inc. d/b/a Red Robin
located at 1100 N. Muldoon
Road Anchorage.
Interested persons should
submit written comment to
the local governing body, the
applicant and to the Alcoholic
Beverage Control Board at
6640 E. Tudor Rd., Anchorage,
AK 99507.

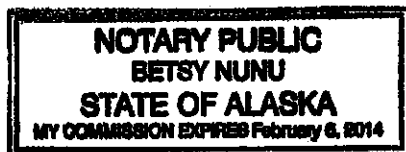
I, Jason Easter, advertising representative for Anchorage Publishing, Co., verify that the liquor license notice correction for Red Robin Alaska, Inc. d/b/a Red Robin & Spirits Emporium #2 appeared in the September 16th, 2010 Issue of the Anchorage Press Newspaper.


Jason Easter

Subscribed and sworn to me in the Municipality of Anchorage, in the state Alaska, on this 17th day of September, 2010


Notary Public Signature

10th February 2014
Commission Expires



RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO
Tikahtnu Development Company LLC
4450 Cordova Street, Suite 100
Anchorage, AK 99503
ATTN: John Fabiano

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE (this "Memorandum") is made and entered into this 3 day of September, 2010, by and between North Anchorage Real Estate Investors, LLC, a Delaware Limited Liability Company, whose present address is c/o Browman Development Company, Inc., 1556 Parkside Drive, Walnut Creek, CA ("Landlord") and Tikahtnu Development Company LLC, an Alaska Limited Liability Company whose present address 4450 Cordova Street, Suite 100, Anchorage, AK 99503 ("Tenant"), with reference to the following facts:

A. Landlord is the owner of that certain real property located in the Municipality of Anchorage, State of Alaska, legally described in Exhibit "A" attached hereto ("Property").

B. Landlord desires to lease the Property to Tenant, and Tenant desires to lease the Property from Landlord, all subject to the terms and provisions of this Memorandum.

NOW, THEREFORE, the parties hereto hereby agree as follows:

Lease of the Property. Landlord hereby leases the Property to Tenant, and Tenant hereby leases the Property from Landlord subject to and on terms and conditions more fully set forth in that certain ground lease executed by and between Landlord and Tenant and dated May 7, 2010 (the "Ground Lease").

The Lease contains the following restrictive covenants:

Subject to the terms and conditions set forth in the OEA, as defined in the Ground Lease, the Ground Lease grants a non-exclusive easement, right and privilege for Tenant and its Permittees to use the Common Areas located outside of Tenant's Parcel in common with Landlord and other Occupants and their Permittees; reserving, however, to Landlord a non-exclusive easement, right and privilege for Landlord, other Occupants and their Permittees and the Permittees of any tenant, subtenant, concessionaire or licensee of Landlord, to use the Common Areas located within Tenant's Parcel in common with Tenant and other Occupants and their Permittees; A non-exclusive easement to use all utility and sewer lines and installations, if any, which (a) are situated within that part of the Shopping Center Premises which lies outside Tenant's Parcel, and (b) serve improvements exclusively situated on Tenant's Parcel and a non-exclusive easement to use all utility and sewer lines and installations.

This Memorandum is subject in each and every respect to the rental and other terms, covenants and conditions contained in the Ground Lease, which is incorporated herein by this reference, and is executed by Landlord and Tenant with the understanding and agreement that nothing contained herein shall in any manner alter, modify or vary the rental or other terms, covenants or conditions of the Ground Lease. Should any party require any information concerning the Ground Lease, they should contact the Landlord and Tenant at the above-referenced addresses.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the day and year first above written.

TENANT:

Tikahtnu Development Company LLC, an Alaska Limited Liability Company

By: 

Name: John Fikse

Title: Vice president

LANDLORD:

North Anchorage Real Estate Investors, LLC, a Delaware Limited Liability Company

By: ~~Browman Development Company, Inc., its Managing Partner~~

By: 

Darryl Brown, President

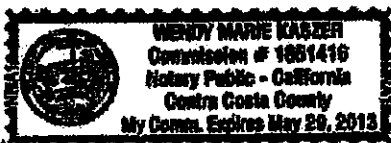
STATE OF
CALIFORNIA

) ss.

COUNTY OF CONTEA COSTA

On SEPTEMBER 2, 2010, before me, WENDY MARIE KASER a Notary Public in and for said state, personally appeared DARRELL BLOOMMAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



(SEAL)

W
Notary Public in and for said State

STATE OF
ALASKA

) ss.

MUNICIPALITY
COUNTY OF ANCHORAGE

On 9-3-2010, before me, LISA KERFOOT, a Notary Public in and for said state, personally appeared JOHN FABIANO, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Lisa Kerfoot
Notary Public in and for said State

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.

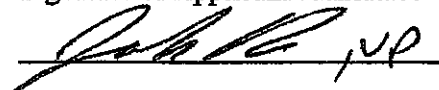
Applicant: Gourmet Ventures, Inc.		DBA: Red Robin
EIN or SSN: 92-0095653	Location: 1190 N. Muldoon Road, Anchorage, AK 99504	
List each owner, shareholder, member in the boxes below:		
Fred Rosenberg		

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
None			

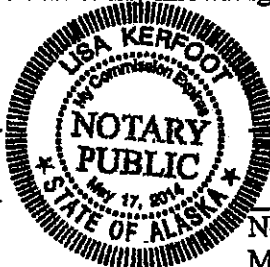
Under the penalties of perjury, I declare that I have examined this application, including accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct, and complete.

Signature of Applicant/Transferee



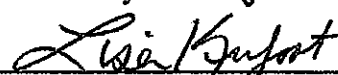
Date

9/8/10



Subscribed and sworn to before me this

8th Day of September 20 10


Notary Public in and for the State of Alaska
My commission expires 5-17-2014

State of Alaska

Department of Commerce and Economic Development

Certificate

BUSINESS CORPORATION

The undersigned, as Commissioner of Commerce and Economic Development of the State of Alaska, hereby certifies that duplicate originals of the Articles of Incorporation of-

GOURMET VENTURES INC.

have been received in this office and are found to conform to law.

ACCORDINGLY, the undersigned, as such Commissioner of Commerce and Economic Development, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation and attaches hereto a duplicate original of the Articles of Incorporation.

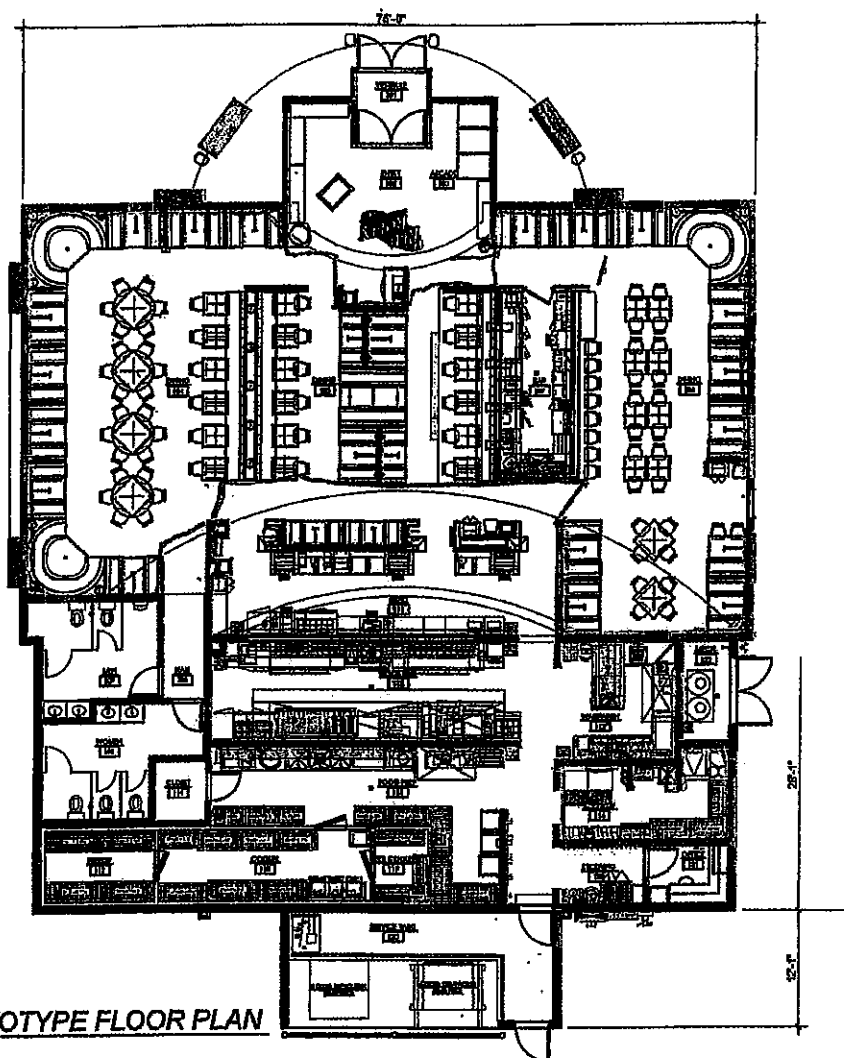


IN TESTIMONY WHEREOF, I execute this certificate and affix the Great Seal of the State of Alaska this

9th day of November, A. D. 1983

Richard A. Lyon
COMMISSIONER OF COMMERCE AND
ECONOMIC DEVELOPMENT

2009 PROTOTYPE FLOOR PLAN



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: Gourmet Ventures, Inc.

D/B/A: Red Robin

ADDRESS: 1190 N. Muldoon Road, Anchorage, AK 99504

1. Hours of Operation: 11AM to 1AM Telephone # (907) 561-5555 (Corp Office)
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: Bussing tables, seating guests, bringing food to tables

4. Are video games available to the public on your premises? Yes

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

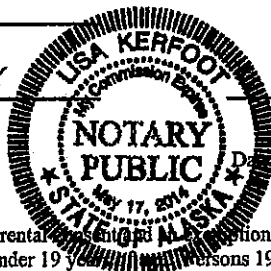
Subscribed and sworn to before me this
20th day of September 2010

[Signature]
Notary Public in and for Alaska

My Commission expires 5-17-2014

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

Date: _____



Director, ABC Board

NOTE: AS 04.16.049(c) requires that written parental consent and approval 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.

STATE OF ALASKA
ALCOHOLIC BEVERAGE CONTROL BOARD
CREDITORS AFFIDAVIT AS 04.11.280 AND AS 04.11.360

AFFIDAVIT

I/We John Fabiano being first duly sworn on oath, depose
and state that I/we am/are the licensee(s) and transferor(s) of that certain business known as
Red Robin Burger & Spirits Emporium #2 located at
no premise in connection with liquor license
number 3304 and that the following is a listing of accounts payable and taxes owed by the
above licensed business as of 8-31-2010.

Creditor/Taxing Authority	Complete Mailing Address	Amount	Purpose of Liability

SIGNED

[Signature]

SIGNED

SIGNED

SIGNED

Subscribed & sworn to before me this

20th day of September 20 10

[Signature]

Notary Public in & for Alaska

My commission expires

5-17-2014

(Rev. 5/2001)



RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO
Tikahtnu Development Company LLC
4450 Cordova Street, Suite 100
Anchorage, AK 99503
ATTN: John Fabiano

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE (this "Memorandum") is made and entered into this 3 day of September, 2010, by and between North Anchorage Real Estate Investors, LLC, a Delaware Limited Liability Company, whose present address is c/o Browman Development Company, Inc., 1556 Parkside Drive, Walnut Creek, CA ("Landlord") and Tikahtnu Development Company LLC, an Alaska Limited Liability Company whose present address 4450 Cordova Street, Suite 100, Anchorage, AK 99503 ("Tenant"), with reference to the following facts:

A. Landlord is the owner of that certain real property located in the Municipality of Anchorage, State of Alaska, legally described in Exhibit "A" attached hereto ("Property").

B. Landlord desires to lease the Property to Tenant, and Tenant desires to lease the Property from Landlord, all subject to the terms and provisions of this Memorandum.

NOW, THEREFORE, the parties hereto hereby agree as follows:

Lease of the Property. Landlord hereby leases the Property to Tenant, and Tenant hereby leases the Property from Landlord subject to and on terms and conditions more fully set forth in that certain ground lease executed by and between Landlord and Tenant and dated May 7, 2010 (the "Ground Lease").

The Lease contains the following restrictive covenants:

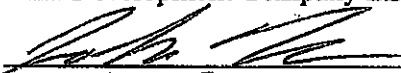
Subject to the terms and conditions set forth in the OEA, as defined in the Ground Lease, the Ground Lease grants a non-exclusive easement, right and privilege for Tenant and its Permittees to use the Common Areas located outside of Tenant's Parcel in common with Landlord and other Occupants and their Permittees; reserving, however, to Landlord a non-exclusive easement, right and privilege for Landlord, other Occupants and their Permittees and the Permittees of any tenant, subtenant, concessionaire or licensee of Landlord, to use the Common Areas located within Tenant's Parcel in common with Tenant and other Occupants and their Permittees; A non-exclusive easement to use all utility and sewer lines and installations, if any, which (a) are situated within that part of the Shopping Center Premises which lies outside Tenant's Parcel, and (b) serve improvements exclusively situated on Tenant's Parcel and a non-exclusive easement to use all utility and sewer lines and installations.

This Memorandum is subject in each and every respect to the rental and other terms, covenants and conditions contained in the Ground Lease, which is incorporated herein by this reference, and is executed by Landlord and Tenant with the understanding and agreement that nothing contained herein shall in any manner alter, modify or vary the rental or other terms, covenants or conditions of the Ground Lease. Should any party require any information concerning the Ground Lease, they should contact the Landlord and Tenant at the above-referenced addresses.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the day and year first above written.

TENANT:

Tikahtnu Development Company LLC, an Alaska Limited Liability Company

By: 
Name: John Fabiano
Title: Vice president

LANDLORD:

North Anchorage Real Estate Investors, LLC, a Delaware Limited Liability Company

By: ~~Browman Development Company, Inc., Its Managing Partner~~

By: 
Darryl Browman, President

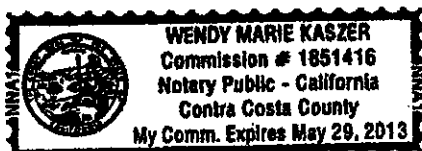
STATE OF
CALIFORNIA

)
) ss.

COUNTY OF CONTRA COSTA

On September 2, 2010, before me, Wendy Marie Kaszer a Notary Public in and for said state, personally appeared Darryl Brownman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



(SEAL)

[Signature]
Notary Public in and for said State

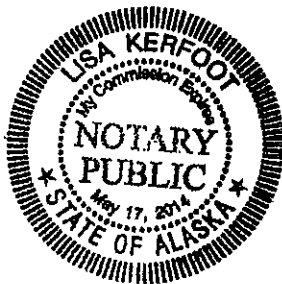
STATE OF
ALASKA

)
) ss.

MUNICIPALITY
COUNTY OF ANCHORAGE

On 9-3-2010, before me, Lisa Kerfoot, a Notary Public in and for said state, personally appeared John Fabiano, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



[Signature]
Notary Public in and for said State

EXHIBIT "A"

[Legal Description]

EXHIBIT A

**LEGAL DESCRIPTIONS OF SHOPPING CENTER PREMISES,
LANDLORD'S PROPERTY AND TENANT'S PARCEL**

I. Shopping Center

**REAL PROPERTY IN THE CITY OF ANCHORAGE, BOROUGH OF ANCHORAGE,
STATE OF ALASKA, DESCRIBED AS FOLLOWS:**

Parcel No. 1:

Fragment Lots 4A and 14A, Plat of Commercial Tract Fragment Lot Site Plan, filed under Plat No. 2008-30, located within Tract A, Gateway Subdivision, according to the official plat thereof, filed under Plat Number 2007-102, Records of the Anchorage Recording District, Third Judicial District, State of Alaska and

Fragment Lot 9, Plat of Commercial Tract Fragment Lot Site Plan, filed under Plat No. 2007-103, located within Tract A, Gateway Subdivision, according to the official plat thereof, filed under Plat Number 2007-102, Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Parcel No. 2:

Fragment Lots 7, 8, and 16, Plat of Commercial Tract Fragment Lot Site Plan, filed under Plat No. 2007-103, located within Tract A, Gateway Subdivision, according to the official plat thereof, filed under Plat Number 2007-102, Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Parcel No. 3:

Fragment Lot 5A, Plat of Commercial Tract Fragment Lot Site Plan, filed under Plat No. 2008-30, located within Tract A, Gateway Subdivision, according to the official plat thereof, filed under Plat Number 2007-102, Records of the Anchorage Recording District, Third Judicial District, State of Alaska and

Fragment Lot 15, Plat of Commercial Tract Fragment Lot Site Plan, filed under Plat No. 2007-103, located within Tract A, Gateway Subdivision, according to the official plat thereof, filed under Plat Number 2007-102, Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

II. Landlord's Property

Landlord's Property is defined as those certain portions of the Shopping Center actually owned by Landlord from time to time.

III. Tenant's Parcel

The parties acknowledge that Landlord is subdividing the property to create the parcel shown on Exhibit B identified as Tenant's Parcel and the Parties agree to execute an amendment of this Lease for the purpose of incorporating the legal description of Tenant's Parcel upon the recordation of the parcel map that creates said legal description.

LEASE AGREEMENT

PARTIES

This agreement ("Agreement") is by and between Tikahtnu Development Company LLC, an Alaska Limited Liability Company ("Lessor"), and Gourmet Ventures, Inc., an Alaska Corporation ("Lessee").

RECITALS

Lessor is the owner of the following real property located at 1190 North Muldoon Road, Anchorage, Alaska:

A portion of Fragment Lot 11A, Tract A, Gateway Subdivision, being approximately 70,000 square feet according to the official plat thereof on file under Plat number 2008-30, Anchorage Recording District, Third Judicial District, State of Alaska, (collectively "Property").

A commercial building and related improvements (collectively "Building") to be constructed on the Property.

Lessor wishes to lease to Lessee and Lessee wishes to lease from Lessor the Building to be constructed on the following terms and conditions.

CONSIDERATION

For good, valuable and sufficient consideration received and to be received, the parties have agreed, and hereby agree, as follows:

TERMS AND CONDITIONS

Recitals and Exhibits. All of the foregoing recitals and following exhibits and schedules are hereby incorporated into this Agreement as contractual terms and conditions, and this Agreement shall be construed in light thereof.

Leasehold.

Leasehold Premises. Lessor hereby leases and lets to Lessee, and Lessee leases and takes from Lessor, the herein described Property.

Inspection and Acceptance of Premises. Lessee hereby accepts the Leasehold Premises "as is" and "with all faults" after a thorough inspection of them.

Lease Term.

Lease Term. The term of this Agreement ("Lease Term") shall be for Twenty (20) years, commencing at 12:01 a.m. on November 1, 2010, ("Inception Date") and ending at 12:00 p.m. (midnight) on October 31, 2030, unless extended or sooner terminated for good cause by Lessor pursuant to the terms and conditions of this Agreement.

Inception Date. In the event that the Inception Date is other than the first day of a calendar month, Rent or the partial month shall be paid prior to the Inception Date. Subsequent monthly Rent payments are due and payable on or before the first (1st) day of each calendar month.

Rental Payments.

Amount. Lessee shall pay Lessor a monthly rental payment ("Rent") of [REDACTED]. The Rent shall be (a) prorated on a thirty (30) day per month basis for any rental period of less than a full month and (b) paid in advance on or before the first (1st) day of each month during the Lease Term.

Adjustments. The Rent may be adjusted during the Lease Term and any extensions thereof on the terms and conditions as may be agreed by the parties.

Place of Payment. Unless otherwise directed by Lessor in writing, Lessee shall make all Rent payments to Lessor at its address set forth in Section 27.16 of this Agreement.

Maintenance of Property.

Building/Leasehold Premises. Lessee shall, at its expense, maintain and repair all parts of the Building and Leasehold Premises, including the floors, outer walls, inner walls, lighting, windows, hallways, stairways, entranceways, ceilings, roofs and mechanical, plumbing and electrical systems of and in the Building. Lessee shall, at its expense, maintain and repair all of its personal properties, fixtures, furniture and equipment located in and on the Leasehold Premises.

Waste/Abuse. Lessee shall neither commit nor suffer waste on, or abuse of, the Leasehold Premises. Upon the expiration or sooner termination of this Agreement, Lessee shall quit and peacefully surrender the Leasehold Premises to Lessor in a condition at least as good as existed at the commencement of the Lease Term, normal wear and tear excepted. If abnormal wear and tear or abuse or waste of the Leasehold Premises is found, Lessee shall, at its expense and upon demand by Lessor, immediately eliminate such abnormal wear and tear or abuse or waste and restore the Leasehold Premises to their condition at the commencement of the Lease Term, normal wear and tear excepted.

Use of the Premises. Lessee shall have the right to use the Leasehold Premises for commercial use only. Lessee shall comply with all local, state and federal laws, statutes, ordinances, rules and regulations applicable to the Property, Building and/or Leasehold Premises, regardless of whether they are of legislative, administrative or judicial origin.

Taxes and Assessments. Lessee shall be responsible for and promptly pay when due all (a) personal property taxes and assessments levied against Lessee's personal properties, fixtures, furniture and equipment located in or about the Leasehold Premises and (b) all sales, use and other taxes levied on (i) Lessee's use, occupancy, possession, alteration or improvement of the Leasehold Premises or (ii) the Rent received or earned by Lessor under this Agreement. Lessee shall also be responsible for and promptly pay when due all real property taxes and assessments levied against the Property.

Services. Lessee shall procure and pay for all electricity, heating, ventilation, air conditioning, water, sewer, window washing, snow removal, refuse removal, janitorial and lighting required for the normal operation of its business in the Leasehold Premises. Lessee shall procure and pay for all other services it may require for the operation of the Premises, including the replacement of light bulbs and consumption of all utilities or services.

Liens and Encumbrances. Lessee shall keep the Leasehold Premises and Lessor's reversionary right, title and interest in the Premises free and clear of all liens and title encumbrances, including, without limitation, mechanics' and materialmen's liens, mortgages and deeds of trust arising out of its use, improvements, additions, alterations or possession of the Leasehold Premises. Lessor may, at any reasonable time, post upon the Premises such notices of non-responsibility and completion for labor, materials or equipment furnished to the Leasehold Premises as it may deem fit.

Improvements, Alterations and Trade Fixtures.

Lessee Equipment and Trade Fixtures. Lessee may install such equipment and trade fixtures in, on or about the Leasehold Premises during the Lease Term as may be necessary or appropriate for its permitted uses and operation of the Leasehold Premises. Any and all such equipment and trade fixtures installed in, on or about the Leasehold Premises shall be paid for by Lessee and be the sole responsibility of Lessee. All such equipment and trade fixtures shall remain the property of Lessee and shall be removed by Lessee upon the expiration or sooner termination of this Agreement. If any such equipment or trade fixtures are not timely removed from the Leasehold Premises, Lessor may, in lieu of requiring Lessee to remove such equipment or trade fixtures, acquire title, custody and possession of them by so notifying Lessee without (a) the requirement for any formal conveyance or (b) Lessor assuming any obligation or indebtedness with respect thereto. Any damage to the Leasehold Premises caused by Lessee's installation, use or removal of such equipment or trade fixtures shall be promptly repaired by Lessee at its expense.

Permanent Improvements and Alterations. No permanent alterations or improvements on or to the Leasehold Premises (collectively "Improvements") may be made or constructed by or for Lessee without the express prior written consent of Lessor, which shall not be unreasonably withheld. As conditions to such consent: (a) Lessee shall acquire all federal, state and local licenses, permits, approvals, certificates and consents necessary or appropriate for the construction, occupancy and use of such Improvements; (b) no such Improvements shall violate any applicable zoning or use restrictions; and (c) all such Improvements shall be constructed in accordance with all applicable building, mechanical, electrical, plumbing, safety and fire codes and laws. All such Improvements to the Leasehold Premises made by Lessee shall immediately become and remain the property of Lessor, subject to Lessee's right to possess and use them during the Lease Term, and shall remain in and on the Leasehold Premises at the expiration or sooner termination of this Agreement; provided, however, that Lessor shall have the option for sixty (60) days after the expiration or sooner termination of this Agreement to require Lessee, at its expense, to promptly remove the Improvements from the Leasehold Premises and restore the Leasehold Premises to a condition at least as good as that which existed at the commencement of the Lease Term, normal wear and tear excepted.

Notices of Nonresponsibility and Completion. Prior to commencing the construction of any Improvements on or to the Leasehold Premises, Lessee shall obtain from Lessor and duly post and record an appropriate notice of Lessor's nonresponsibility for such Improvements, pursuant to AS 34.35.065. Lessee shall, upon the completion of any Improvements to the Leasehold Premises, promptly give and record an appropriate notice of completion respecting all such Improvements, pursuant to AS 34.35.071.

Indemnification. Lessee shall defend, indemnify and save harmless Lessor, Lessor's affiliates and their respective agents, servants, employees, shareholders, officers, directors, partners, representatives, attorneys, assigns and successors from and against any and all demands, claims, causes of action, suits, actions, arbitrations, proceedings, damages, losses, injuries, deaths, liabilities, judgments, awards, penalties, debts, costs, expenses, interest and fees, including, without limitation, actual legal costs and attorneys fees, suffered or incurred by Lessor that in any way arise out of, result from, are

based upon or are connected with any alleged or actual acts, errors, omissions or conduct of Lessee, any of its successors or affiliates, or any of their respective licensees, invitees, customers, employees, servants, shareholders, officers, directors, partners, agents, affiliates, successors, representatives, attorneys, sublessees, contractors, subcontractors, assigns, tenants or subtenants in, on or about the Leasehold Premises. All such defense, indemnity and save harmless obligations shall survive the expiration or sooner termination of this Agreement for any reason.

Insurance.

Liability Insurance. Lessee shall procure and maintain throughout the Lease Term, at its expense and in a form acceptable to Lessor, broad form, comprehensive, general, public liability insurance coverage, with blanket contractual liability coverage for all risks assumed under this Agreement, issued by a responsible insurance company licensed to do business within the State of Alaska. Such insurance shall (a) insure Lessor, Lessee and their respective agents, servants, representatives, employees, partners, shareholders, officers and directors against liability for personal injury, death or property damage occurring in, on or about the Property, and (b) provide single limits coverage in the amount of at least One Million Dollars (\$1,000,000.00).

Casualty Insurance. Lessee shall procure and maintain throughout the Lease Term, at its expense, all-risks physical damage insurance coverage on its furniture, equipment, fixtures and personal properties located in, on or about the Leasehold Premises. Such insurance shall be issued by a responsible insurance company licensed to do business within the State of Alaska and provide coverage in an amount at least equal to the full replacement cost of the furniture, equipment, fixtures and personal properties located in, on or about the Leasehold Premises.

Waiver. Lessor and Lessee mutually release each other from all liabilities and claims and waive all rights of recovery against each other for and to the extent of any damages, injuries or losses covered by their respective insurance, including any extended coverage and endorsements thereto; provided, however, that this release and waiver shall be inapplicable if it would have the effect, but only to the extent that it would have the effect, of invalidating any insurance coverage of either Lessor or Lessee.

General. Lessee shall provide Lessor with complete copies of all required insurance policies, including in each instance an endorsement providing that such insurance coverage shall not be canceled or reduced upon less than thirty (30) days prior written notice to Lessor.

Damage or Destruction of Building. In the event of any damage to any area of the Leasehold Premises that Lessee has a right to occupy or use, by fire, earthquake or other casualty, Lessor shall have the option to forthwith repair such damages, if such repairs can, with ordinary efforts (not including overtime) be made within ninety (90) days after such damages occur. Provided that such damage is not caused by Lessee's willful or negligent act or omission, there shall be a proportional abatement of Lessee's Rent obligations based upon the extent which Lessee's normal use of the Leasehold Premises is curtailed or interfered with during the period when such repairs are being made. In the event that the Building is destroyed or such repairs cannot, with ordinary efforts, be made within ninety (90) days after such damages occur, Lessor and Lessee shall each have the option to terminate this Agreement. In any event, if Lessor fails to give Lessee written notice of its election to repair or terminate this Agreement within thirty (30) days following the occurrence of any such casualty, this Agreement shall, at the option of the Lessee, terminate as of the date of the casualty.

Condemnation. If all or part of the Property should be taken under power of eminent domain, or by a purchase in lieu thereof, whether by a public, quasi-public or private entity, to the extent that Lessee's occupancy and use of the Leasehold Premises is substantially and immediately

impaired, this Agreement shall, at the time of such condemnation, or, at the option of Lessor, at the time of the taking, terminate; and the Rent for the calendar month in which the Lease Term so ends shall be prorated between Lessee and Lessor. Otherwise, this Agreement shall continue in effect with no reduction in Rent. In either case, all compensation for the taking, except for Lessee's relocation expenses, shall belong exclusively to Lessor, irrespective of whether such compensation is awarded for the decrease in the value or the taking of the Leasehold Premises or the reversionary fee interest. All compensation for Lessee's relocation expenses shall belong exclusively to Lessee.

Default. In the event that Lessee should default in the performance of any term or condition of this Agreement, including, without limitation, the timely payment of Rent, Lessor shall, before exercising any other rights or remedies it may have as a result of such default, give Lessee notice of the particulars constituting such default. If (a) within ten (10) days after the giving of any such notice, Lessee has not completely remedied all defaults in the payment of Rent, or (b) within thirty (30) days Lessee has not commenced to cure and diligently proceeded toward a complete cure of all other defaults, Lessor may (a) elect one of the following two (2) remedies and (b) notify Lessee as to the remedy Lessor has elected to exercise.

Termination With Rental Deficiency Liability. If and when Lessor elects this remedy and has so notified Lessee, this Agreement shall terminate. Lessor shall thereafter reenter the Leasehold Premises and make a diligent and good faith attempt to relet the Premises on such terms and conditions as it, in its sole and absolute discretion, may deem appropriate under the circumstances, including, without limitation, for a greater or lesser term, for more or less rent or for more or less space. Notwithstanding the termination of this Agreement, Lessee shall be liable to pay Lessor and shall promptly pay Lessor (a) all past due unpaid Rent, (b) the Rent payable for the balance of the Lease Term, which shall be accelerated and thereupon become due and owing, and (c) all direct and indirect costs, fees and damages incurred or suffered by Lessor as a proximate or foreseeable result of such default or attempted reletting. Lessor may proceed immediately against Lessee to collect all such Rent (both past due and accelerated), costs, fees and damages. In the event that Lessor is successful in reletting the Leasehold Premises, all rental payments received by Lessor from the new tenant during the Lease Term shall be duly credited against the amounts Lessee owes Lessor. However, Lessee's liability to Lessor for such Rent (both past due and accelerated), costs, fees and damages shall be immediate and shall not be delayed or reduced by anticipated future rental payments from any new tenant. Lessor shall be required to reimburse Lessee only for the rent it receives during the Lease Term for reletting the Leasehold Premises which exceeds the total amount Lessee still owes Lessor, if any. If Lessor elects this remedy, Lessor may dispossess Lessee from the Leasehold Premises by appropriate summary proceedings and/or relet the Premises to itself or to a related party without prejudice to its rights and remedies against Lessee. Any failure by Lessor to make a diligent and good faith effort to relet the Leasehold Premises after having elected this remedy shall merely result in Lessor being deemed to have elected the remedy provided for in Subsection 18.2 *ab initio*, rather than the remedy provided for in this Subsection 18.1; and Lessor shall not be liable to Lessee in any such event, except to the extent necessary to reimburse Lessee for whatever principal amounts Lessor has actually collected from Lessee in excess of those permitted under Subsection 18.2.

Termination With No Rental Deficiency Liability. If and when Lessor elects this remedy and has so notified Lessee, this Agreement shall terminate. Lessee shall be liable to Lessor for no Rent, costs, fees, losses or damages that Lessor incurs or suffers after this Agreement terminates. However, Lessee shall be liable to Lessor for and shall pay Lessor all unpaid Rent and direct and indirect costs, fees and damages incurred or suffered by Lessor as a proximate or foreseeable result of Lessee's default before this Agreement terminates.

Surrenders/Waivers/Releases. No surrender of this Agreement and no waiver or release of any of Lessor's rights or remedies or of Lessee's obligations under this Agreement shall occur as a

result of any act, omission or conduct (verbal or nonverbal) on the part of Lessor or its agents or representatives in the absence of an express notice from Lessor to Lessee that Lessor has agreed to such a surrender, waiver or release.

Other Remedies. Nothing contained in this Agreement shall require Lessor to elect one of the remedies provided for in this Agreement. Lessor may initially or subsequently seek any other remedy it may have in equity or at law.

Specific Occurrences Constituting Default by Lessee. A material default by Lessee under this Agreement shall include, without limitation: (a) any failure by Lessee to fully, faithfully or timely pay Lessor all or any part of the Rent due under this Agreement; (b) any failure by Lessee to (i) procure or maintain any required insurance coverage or (ii) provide Lessor with any required certificates or policies evidencing such coverage; (c) any failure by Lessee to fully, faithfully or timely provide Lessor with any required permit, license, approval, consent or certificate or, alternatively, a statement from the appropriate authority that it is not required; (d) any failure by Lessee to fully, faithfully or timely provide Lessor or any other person entitled thereto with any defense or indemnity required of Lessee under this Agreement; (e) any failure by Lessee to fully, faithfully or timely clean up and dispose of any toxic or hazardous wastes or substances which are spilled or disposed of on the Property within the time limits and to the extent required by Lessor, the Environmental Protection Agency and/or the Alaska Department of Environmental Conservation or their respective successors; (f) any failure by Lessee to fully, faithfully or timely perform any of its other material duties or obligations under this Agreement; (g) any anticipatory or subsequent repudiation by Lessee of any of its material duties or obligations under this Agreement; (h) the filing of any voluntary petition in bankruptcy by Lessee or the filing of any involuntary petition in bankruptcy against Lessee that is not completely dismissed within thirty (30) days; or (i) the appointment of a receiver or custodian for Lessee or any of its assets, including, without limitation, its right, title and interest in the Leasehold Premises.

Defects in Premises. Lessor acknowledges, represents and warrants that it knows of no substantial mechanical, plumbing, electrical or structural defect in the Leasehold Premises that poses an unreasonable risk of physical harm to Lessee or its properties. Lessor shall not be liable for any unknown latent physical defect, deterioration or change in the condition of the Leasehold Premises.

Quiet Enjoyment. Provided that Lessee fully, faithfully and timely performs its obligations to Lessor under this Agreement, Lessee shall quietly enjoy the Leasehold Premises for the permitted uses during the Lease Term.

Inspection. Lessor shall have the right (but not the duty) to inspect the Leasehold Premises at any reasonable time. In the event of an emergency, Lessor shall have the right (but not the duty) to enter the Leasehold Premises at any time to secure or repair them.

Holding Over. In the event that Lessee remains in possession of the Leasehold Premises after the expiration of the Lease Term with Lessor's permission, Lessee shall be deemed to be occupying the Leasehold Premises as a month-to-month tenant, subject to all of the terms and conditions of this Agreement and the law, to the extent that they may be applicable to a month-to-month tenant. Unless specifically agreed in writing prior to the expiration of the Lease Term, the Rent for each month, or portion thereof, during any Holding Over period, shall be an amount equal to double the Rent due during the most recent month prior to Termination.

Estoppel Certificate. Within ten (10) days after request therefor by Lessor, Lessee shall deliver to Lessor in recordable form a certificate addressed to any person designated by Lessor which: (a) certifies (i) that this Agreement is valid, binding and fully enforceable against Lessee in accordance with its terms and conditions, (ii) that this Agreement is in full force and effect, and (iii) that there are no defenses

or offsets available to Lessee under or with respect to this Agreement; or (b) states (i) why this Agreement is not valid, binding and enforceable against Lessee in accordance with its terms and conditions, (ii) why this Agreement is not in full force and effect, and (iii) all defenses and offsets available to Lessee under or with respect to this Agreement. Lessee hereby irrevocably appoints Lessor as its attorney-in-fact to execute and deliver any and all such instruments on behalf of Lessee that Lessee fails or refuses to execute and deliver, which appointment shall survive the death or dissolution of Lessee and is coupled with an interest in Lessor.

Attornment. In the event any proceedings are brought for the foreclosure of or exercise of any power of sale under any mortgage, deed of trust or security interest covering the Leasehold Premises, Lessee shall, within ten (10) days after request therefor by Lessor or its successor, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Lessor under this Agreement.

Subordination. Lessor reserves the irrevocable and unconditional right to unilaterally subject and subordinate Lessee's rights and remedies under this Agreement and right, title and interest in and to the Leasehold Premises to the lien of any mortgage, deed of trust or security interest that Lessor may elect to place upon Lessor's right, title or interest in or to the Leasehold Premises, the Building or the Property without the necessity of Lessee joining in any such subordination. Lessee shall, within ten (10) days after request therefor by Lessor, execute and deliver such further instruments evidencing such subordination as Lessor may request. Lessee hereby irrevocably appoints Lessor as its attorney-in-fact to execute and deliver any and all such instruments on behalf of Lessee that Lessee fails or refuses to execute and deliver, which appointment shall survive the death or dissolution of Lessee and is coupled with an interest in Lessor.

Sale of Premises. In the event of a sale of the Leasehold Premises to another party, Lessor shall have the right to transfer and assign this Agreement to the vendee, and Lessor shall be thereafter released from all further liabilities to Lessee under this Agreement.

General Provisions.

Time of Performance. Time is of the essence of this Agreement. It is the express intention of all of the parties to this Agreement that no extensions or grace periods beyond the deadlines set forth in this Agreement shall be provided, because all intended extensions and grace periods have been taken into consideration in establishing such deadlines.

Parties Bound and Benefited. The covenants, terms and conditions contained in this Agreement shall be binding upon and inure to the benefit of the heirs, devisees, administrators, executors, representatives, assigns and successors in interest of the respective parties hereto. No third parties are intended to be benefited by this Agreement.

Amendment/Novation. No amendments, deletions or additions or other forms of amendment or novation to or of this Agreement shall be effective unless they are completely and unambiguously contained in a writing executed by all of the parties to this Agreement.

Marginal Titles and Headings. The marginal titles, subtitles, headings and subheadings of the paragraphs, subparagraphs, sections and subsections herein are intended to be for reference and for the sake of convenience only and shall not be construed to narrow or broaden the scope of or affect whatever interpretation or construction would otherwise be given to the plain and ordinary meanings of the words herein.

Entire Agreement. This written Agreement has been fully integrated, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all other prior or contemporaneous agreements, contracts, representations, promises, acknowledgments, warranties and covenants, oral or written, by and between the parties with respect to such subject matter which are not included herein.

Applicable Law. This Agreement and the respective rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of Alaska and the United States of America.

Exclusive Jurisdiction and Venue. In the event that a question, dispute or requirement for interpretation or construction should arise with respect to this Agreement, the jurisdiction and venue therefor shall lie exclusively with the courts for the Third Judicial District for the State of Alaska, at Anchorage, Alaska, or, alternatively, with the United States District Court for the District of Alaska, at Anchorage, Alaska, unless a nonwaivable federal or state law should require to the contrary.

Waiver. The failure by any party to object to a default under or breach of this Agreement shall not constitute a waiver, either express or implied, of the right to do so in the event of any future or continuing default under or breach of this Agreement.

Interpretation. The language in all parts of this Agreement shall be construed (a) according to its fair meaning and common usage and (b) not strictly for or against any party to this Agreement. Unless expressly provided for to the contrary in this Agreement or the context otherwise requires, the following rules of interpretation and construction shall apply to this Agreement.

Number and Gender. In this Agreement, the neuter gender shall include the masculine and the feminine, and vice versa; the singular number shall include the plural, and vice versa; and the word "person" shall include a natural person, corporation, partnership, joint venture, association, firm, syndication, trust, and governmental or municipal corporation, department, body, instrumentality or agency.

Mandatory and Permissive. "Shall," "will" and "agrees" are mandatory, except to the extent context requires otherwise. "May" is permissive and means "may, but shall not be obligated to."

Inclusive Terms. "Including" means "including, but not limited to." "Include" means "include, but not be limited to." "Any" means "any and all." "At any time" means "at any time and from time to time." "Any such" means "any or all of such."

Withholding or Delaying Consent or Approval. If a party is required not to unreasonably withhold consent or approval, the party shall also be required not to unreasonably delay consent or approval.

Risk of Loss and Damage/Possession. Until the Lease Term begins, all risk of loss and damage to and possession of the Leasehold Premises shall remain with Lessor. Thereafter, it shall pass to Lessee.

Counterparts. This Agreement may be executed in counterparts so long as each of the parties to this Agreement executes at least one counterpart; and all such executed counterparts shall collectively constitute one and the same original instrument.

Warranties by Corporate Parties. Each corporation that is a party to this Agreement, and each individual executing this Agreement on behalf of such corporation, acknowledges, warrants and represents: (a) that such corporation is an Alaska corporation that has been duly formed and organized and is in good standing; (b) that each individual executing this Agreement for and on behalf of such corporation is duly authorized and empowered to do so; (c) that all necessary and appropriate corporate action authorizing such corporation to enter into, execute and perform this Agreement and the transactions called for and contemplated herein has been obtained; and (d) that all steps have been taken and acts performed that are conditions precedent to making this legal instrument valid, enforceable and binding against such corporation.

Independent Counsel. Each party to this Agreement acknowledges that it has enjoyed the advice and representation of competent independent legal, business and financial counsel in negotiating, entering into and executing this Agreement; and the fact that this Agreement may have been drafted in whole or in part by one such party's counsel shall not cause any part of this Agreement to be construed against such party.

Severability. In the event that any term or condition of this Agreement is declared by a court of competent jurisdiction to be void or unenforceable, the remaining terms and conditions shall nevertheless be valid and enforceable as if such void or unenforceable term or condition had been omitted from this Agreement when it was formed.

Notices. Each notice required under this Agreement or by law shall: (a) be in writing; (b) contain a clear and concise statement setting forth the subject thereof and the reasons therefor; and (c) be personally delivered or be duly mailed by certified mail, return receipt requested, to each party to this Agreement at its following address or to such other address as that party may have most recently given such notice of to all of the other parties:

LESSOR:

Tikahtnu Development Company LLC
4450 Cordova Street, Suite 100
Anchorage, Alaska 99503
(907) 561-5555

LESSEE:

Gourmet Ventures, Inc.
4450 Cordova Street, Suite 100
Anchorage, Alaska 99503
(907) 561-5555

Attorneys Fees and Legal Costs. All of the attorneys fees and legal costs incurred by the respective parties in negotiating and entering into this Agreement shall be borne by the respective parties. All legal costs and attorneys fees actually incurred by any party to this Agreement to enforce any duties or obligations of any other party under this Agreement or any instruments executed in connection herewith shall be paid to the prevailing party by the other party and shall bear interest at the highest legal rate chargeable under the laws of the State of Alaska.

Assignment/Sublease/Encumbrance. Lessee shall have neither the right nor the power to assign, transfer, encumber, sell, convey or sublet any rights in or to this Agreement or the Leasehold Premises without the express prior written consent of Lessor. Such consent shall not be unreasonably withheld; but Lessor may condition its consent to any sublease of all or any part of the Leasehold Premises as follows: (a) Lessor shall be given a first right of refusal to lease space in the Building to the prospective sublessee; and (b) Lessee may not sublease all or any part of the Leasehold Premises at rental rates less than Lessor has last leased space in the Building for, except to Lessee's controlled or related corporations or companies; and (c) Lessor shall retain primary responsibility for full and faithful performance of all of the terms and conditions of this Lease, including the payment of rent. A change in the control of a

corporate Lessee shall constitute a prohibited transfer of Lessee's rights in the Leasehold Premises and this Agreement.

FORMATION

In witness whereof, the parties have entered into and executed this Agreement, effective on the 31 day of August, 2010.

LESSEE:

Gourmet Ventures, Inc.
an Alaska Corporation

By 
John Fabiano, Vice President

DATED: August 31, 2010

LESSOR:

Tikahtnu Development Company LLC
an Alaska Limited Liability Company

By 
John Fabiano, Vice President

DATED: August 31, 2010

3

REVIEWING AGENCY & PUBLIC COMMENTS

**Municipality Of Anchorage
ANCHORAGE WATER & WASTEWATER UTILITY**

RECEIVED

MEMORANDUM

OCT 11 2010

MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

DATE: October 7, 2010

TO: Jerry Weaver, Zoning Division Administrator, Planning Department

FROM: Paul Hatcher, Engineering Technician III, AWWU *PH*

SUBJECT: **Zoning Case Comments**
Planning & Zoning Commission Hearing November 23, 2010
Agency Comments due October 26, 2010

AWWU has reviewed the materials and has the following comments.

10-126 GATEWAY TR A FRAGMENT LT 11A, A request concept/final approval of a conditional use to permit an alcoholic beverage dispensary use, Grid SW1140

1. AWWU water and sanitary sewer provide through private system are available to this parcel.
2. AWWU has no objection to this conditional use.

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

STATE OF ALASKA

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

CENTRAL REGION - PLANNING

SEAN PARNELL, GOVERNOR

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

October 7, 2010

RE: MOA Zoning Review

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

RECEIVED

OCT 12 2010

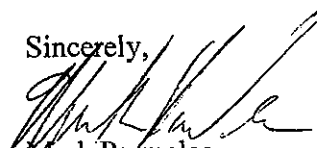
MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

Dear Ms. Chambers:

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

2010-126; Conditional Use Permit –Alcohol –Red Robin
2010-131; 3 Variance Requests – Sunbeam Subdivision

Sincerely,



Mark Parmelee
Area Planner

/as

Municipality of Anchorage
Treasury Division
Memorandum

RECEIVED

SEP 29 2010

MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

Date: September 27, 2010
To: Patty Long
Gloria Stewart
Planning Dept.
From: Diana Flavin, Revenue Officer
Subject: Liquor License Conditional Use Comments

Request for conditional use permit 2010-126 for Red Robin located at 1190 N. Muldoon Rd,
Anchorage, AK.

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

4

POSTING AFFIDAVIT



AFFIDAVIT OF POSTING

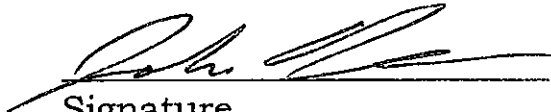
Case Number: 2010 - 126

I, John Fabiano, 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 BEVERAGE DISPENSARY
CONDITIONAL USE. The notice was posted on 9/21/10

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 21 day of September, 2010.


Signature

LEGAL DESCRIPTION

Tract or Lot A Lot 11A
Block _____
Subdivision Gateway

5

**PROPERTY
AND
RELATED
HISTORY**

PARCEL INFORMATION

APPRAISAL INFORMATION

Legal GATEWAY
TR A FRAGMENT LT 11A

Parcel 006-441-21-000
Owner NORTH ANCHORAGE REAL ESTATE
INVESTORS LLC
% BROWMAN DEVELOPMENT CO
1556 PARKSIDE DR
WALNUT CREEK CA 94596 3556

01

Descr REGIONAL SHOPPING MALL
Site Addr 1190 N MULDOON RD

RELATED CAMA PARCELS

Cross Reference (XRef) Type Legend

Related Parcel(s)	XRef Type	Leased Parcels
00644116000	Q	

Econ. Link
E = Old to New
I = New to Old
Renumbr
N = New to Old
X = Old to New

Replat
R = Old to New
F = New to Old
Combine
C = New to Old
P = Old to New

Uncouple
U = Old to New
Q = New to Old
Lease
L = GIS to Lease
M = Lease to GIS

Get "Type" explanation

Bring up this form focused
on the related parcel

REZONE

2010-126

Case Number 2010-126 # of Parcels 1 Hearing Date 09/21/2010
Case Type Assembly conditional use for an alcoholic beverage dispensary use
Legal A Beverage Dispensary Alcoholic Beverage Conditional Use for a restaurant (Red Robin). Gateway Subdivision, Tract A, Fragment Lot 11A, Tikahtnu Commons. Generally located east of Muldoon Road and north of the Glenn Highway.

PLAT

Case Number
Action Type
Legal

Grid

Proposed Lots 0
Action Date

Existing Lots

PERMITS

10 4433

Permit Number 10 4433
Project RED ROBIN
Work Desc 5800 SQ FT
Use A-2 ASSEMBLY, RESTAURANTS, BAR

BZAP

Action No.
Action Date
Resolution

Status
Type

ALCOHOL LICENSE

Business Address

Applicants Name
Conditions

License Type
Status

PARCEL INFORMATION

OWNER

NORTH ANCHORAGE REAL ESTATE
 INVESTORS LLC
 % BROWMAN DEVELOPMENT CO
 1556 PARKSIDE DR
 WALNUT CREEK CA 94596 3556
 Deed 2007 0055536
 CHANGES: Deed Date Aug 29, 2007
 Name Date Jun 23, 2008
 Address Date Feb 04, 2008

PARCEL

Parcel ID 006-441-21-000
 Status
 Renumbr ID 000-000-00-00000
 Site Addr 1190 N MULDOON RD
 Comm Concl NORTHEAST
 Comments REF 006-441-05-08, 11-14 006-3
 41-06 NOW 006-441-17 THRU 24

01

TAX INFO

2010 Tax 14,404.30 Balance 0.00 District 001

LEGAL

GATEWAY
 TR A FRAGMENT LT 11A

Unit SQFT 130,812
 Plat 080030
 Zone B3SL Grid SW1140

HISTORY

	Year	Building	Land	Total
Assmt Final	2008	0	0	0
Assmt Final	2009	0	2,007,800	2,007,800
Assmt Final	2010	178,400	770,500	948,900
Exemptions				0
State Credit				0
Tax Final				948,900

PROPERTY INFO

#	Type	Land Use
01	COMMERCIAL	REGIONAL SHOPPING MALL

SALES DATA

Mon	Year	Price	Source	Type

LAND & COMMON PARCEL INFORMATION

APPRAISAL INFORMATION

Legal GATEWAY
TR A FRAGMENT LT 11A

Parcel 006-441-21-000 # 01 of 01

Owner NORTH ANCHORAGE REAL ESTATE
INVESTORS LLC
% BROWMAN DEVELOPMENT CO
1556 PARKSIDE DR
WALNUT CREEK CA 94596

Site Addr 1190 N MULDOON RD

LAND INFORMATION

Land Use REGIONAL SHOPPING MALL
Class COMMERCIAL
Living Units 001
Community Council 017 NORTHEAST
Entry: Year/Quality 09 2009 LAND ONLY
09 2009 INTERIOR
Access Quality GOOD
Access Type
Leasehold (Y=Leasehold)
Drainage GOOD
Front Traffic HIGH
Street PAVED CURB & GUTTER
Topography EVEN LEVEL
Utilities PUBLIC WATER PUBLIC SEWER
Wellsite N
Wet Land DEVELOPMENT

CONDOMINIUM INFORMATION

Common Area 0
Undivided Interest 0.00

COMMERCIAL INVENTORY

APPRAISAL INFORMATION

Legal GATEWAY
TR A FRAGMENT LT 11A

Parcel 006-441-21-000 # 01 of 01

01

Owner NORTH ANCHORAGE REAL ESTATE
INVESTORS LLC
% BROWMAN DEVELOPMENT CO
1556 PARKSIDE DR
WALNUT CREEK CA 94596

Site Addr 1190 N MULDOON RD
Prop Info # REGIONAL SHOPPING MALL

BUILDING INFORMATION

Structure Type RESTAURANT

Property Information # 01

Building SQFT 5,778

Building Number 01

Year Built 2010 Effective Year Built 2010

Identical Units 01

Grade A

Number of Units 000

INTERIOR DATA

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

EXTERIOR DATA

Floor	Level	Size	Perim	Use Type	Hgt	Wall Type	Const Type
01	01	5,778	328	RESTAURANT	16	FRAME T-111	WOOD JOIST(WD & STL)

BUILDING OTHER FEATURES - ATTACHED IMPROVEMENTS

Type	Qty	Size1	Size2
SPRINKLER WET	01	5,778	1

OTHER BUILDINGS AND YARD IMPROVEMENTS

Type	Size/Amt	Units	Yr/Built	Condition	Funct/Utility
PAVING ASPHALT PK	104,544	01	2008	NORMAL	NORMAL

Content ID: 009553**Type:** AR_AllOther - All Other ResolutionsALCOHOLIC BEVERAGES CONDITIONAL USE FOR A BEVERAGE
DISPENSARY USE AND LICENSE NUMBER 3304 IN THE B-3SL (GENERAL
BUSINESS WITH SPECIAL LIMITATIONS) DISTRICT FOR RED ROBIN**Title:** ALASKA, INC, DBA RED ROBIN; LOCATED AT 1190 NORTH MULDOON ROAD,
GATEWAY SUBDIVISION, TRACT A, FRAGMENT LOT 11A; GENERALLY
LOCATED WEST OF NORTH MULDOON ROAD AND NORTH OF THE GLENN
HIGHWAY.**Author:** chambersac**Initiating**
Dept: Planning**Date** 10/27/10 8:47 AM
Prepared:**Director**
Name: Jerry T. Weaver, Jr.**Assembly**
Meeting 11/9/10
Date:**Public**
Hearing 11/9/10
Date:

Workflow Name	Action Date	Action	User	Security Group	Content ID
Clerk_Admin_SubWorkflow	10/28/10 11:26 AM	Exit	Joy Maglaqui	Public	009553
MuniManager_SubWorkflow	10/28/10 11:26 AM	Approve	Joy Maglaqui	Public	009553
CFO_SubWorkflow	10/27/10 5:20 PM	Approve	Lucinda Mahoney	Public	009553
Commun_Dev_SubWorkflow	10/27/10 2:30 PM	Approve	Jerry Weaver Jr.	Public	009553
Planning_SubWorkflow	10/27/10 2:30 PM	Approve	Jerry Weaver Jr.	Public	009553
AllOtherARWorkflow	10/27/10 1:47 PM	Checkin	Angela Chambers	Public	009553
Planning_SubWorkflow	10/27/10 12:49 PM	Reject	Jerry Weaver Jr.	Public	009553
AllOtherARWorkflow	10/27/10 8:51 AM	Checkin	Angela Chambers	Public	009553