

CLERK'S OFFICE

APPROVED

Date:

5-24-11

Submitted by: Chair of the Assembly at the
Request of the Mayor
Prepared by: Community Development
Department
For reading May 24, 2011

**Anchorage, Alaska
AR 2011-142**

**A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY
APPROVING AN ALCOHOLIC BEVERAGES CONDITIONAL USE FOR A
BEVERAGE DISPENSARY USE AND LICENSE NUMBER 4847, IN THE B-3
(GENERAL BUSINESS) DISTRICT FOR THE HAUTE QUARTER GRILL, INC.,
DBA TABLE 6 BAR AND GRILL; LOCATED AT 3210 DENALI STREET,
SUITE 7 AND 8; CALAIS SUBDIVISION, TRACT D-11G; GENERALLY
LOCATED WEST OF DENALI STREET AND NORTH OF CALAIS DRIVE.**

(Midtown Community Council) (Case 2011-046)

THE ANCHORAGE ASSEMBLY RESOLVES:

Section 1. A conditional use permit for an Alcoholic Beverages Conditional Use for a Beverage Dispensary Use and License Number 4847, in the B-3 (General Business) district for Haute Quarter Grill, Inc., dba Table 6 Bar and Grill, located at 3210 Denali Street, Suite 7 and 8; Calais Subdivision, Tract D-11G, generally located west of Denali Street and north of Calais Drive, and generally meets the applicable provisions of AMC 21.15.030, AMC 21.45.180.D8, 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 beverage dispensary in the B-3 district.
2. All uses shall conform to the plans and narrative submitted with this conditional use application.
3. This alcoholic beverages conditional use approval is for a Beverage Dispensary Use and License #4847 in the B-3 (General Business) district per AMC 21.15.030, AMC 21.40.180.D.8 and AMC 21.50.160 for approximately 3,962 square feet of gross leasable area located in the 16,029 square foot building at 3210 Denali Street, Suite 7 and 8, on Calais Subdivision, Tract D-11G, per Plat 99-137.

4. On-premise sale of alcohol 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
24th day of May 2011.

ATTEST: 
Chair


Municipal Clerk



**MUNICIPALITY OF ANCHORAGE
ASSEMBLY MEMORANDUM**

No. AM 297-2011

Meeting Date: May 24, 2011

From: MAYOR

Subject: AN ALCOHOL BEVERAGES CONDITIONAL USE FOR A BEVERAGE DISPENSARY USE AND LICENSE NUMBER 4847, IN THE B-3 (GENERAL BUSINESS) DISTRICT FOR HAUTE QUARTER GRILL, INC., DBA TABLE 6 BAR AND GRILL; LOCATED AT 3210 DENALI STREET, SUITE 7 AND 8; CALAIS SUBDIVISION, TRACT D-11G; GENERALLY LOCATED WEST OF DENALI STREET AND NORTH OF CALAIS DRIVE.

1 Haute Quarter Grill, Inc. dba Table 6 Bar and Grill, has made application for an
2 alcoholic beverages conditional use for a beverage dispensary use and license
3 #4847, in the B-3 (General Business) district, located at 3210 Denali Street, Suite
4 7 and 8.

5
6 The petition site is 70,574 square feet, and is generally located west of Denali
7 Street and north of Calais Drive. It contains a commercial building with several
8 businesses.

9
10 The restaurant contains approximately 3,962 square feet of floor space within the
11 16,029 square foot building. Hours of operation are as allowed by Municipal
12 ordinance and the Anchorage Beverage Control Board, and are generally
13 proposed to be from 11:00 AM to 11:00 PM, seven days a week. All employees
14 will be trained in accordance with the Alcoholic Beverage Control Board's Liquor
15 Server Awareness Training Program.

16
17 Within 1,000 feet of this application, there are four Restaurant/Eating Place
18 Licenses, one Beverage Dispensary License, one Beverage Dispensary Tourism
19 License, one Club License, and one Package Store License. There are no
20 schools or churches within 200 feet of this site.

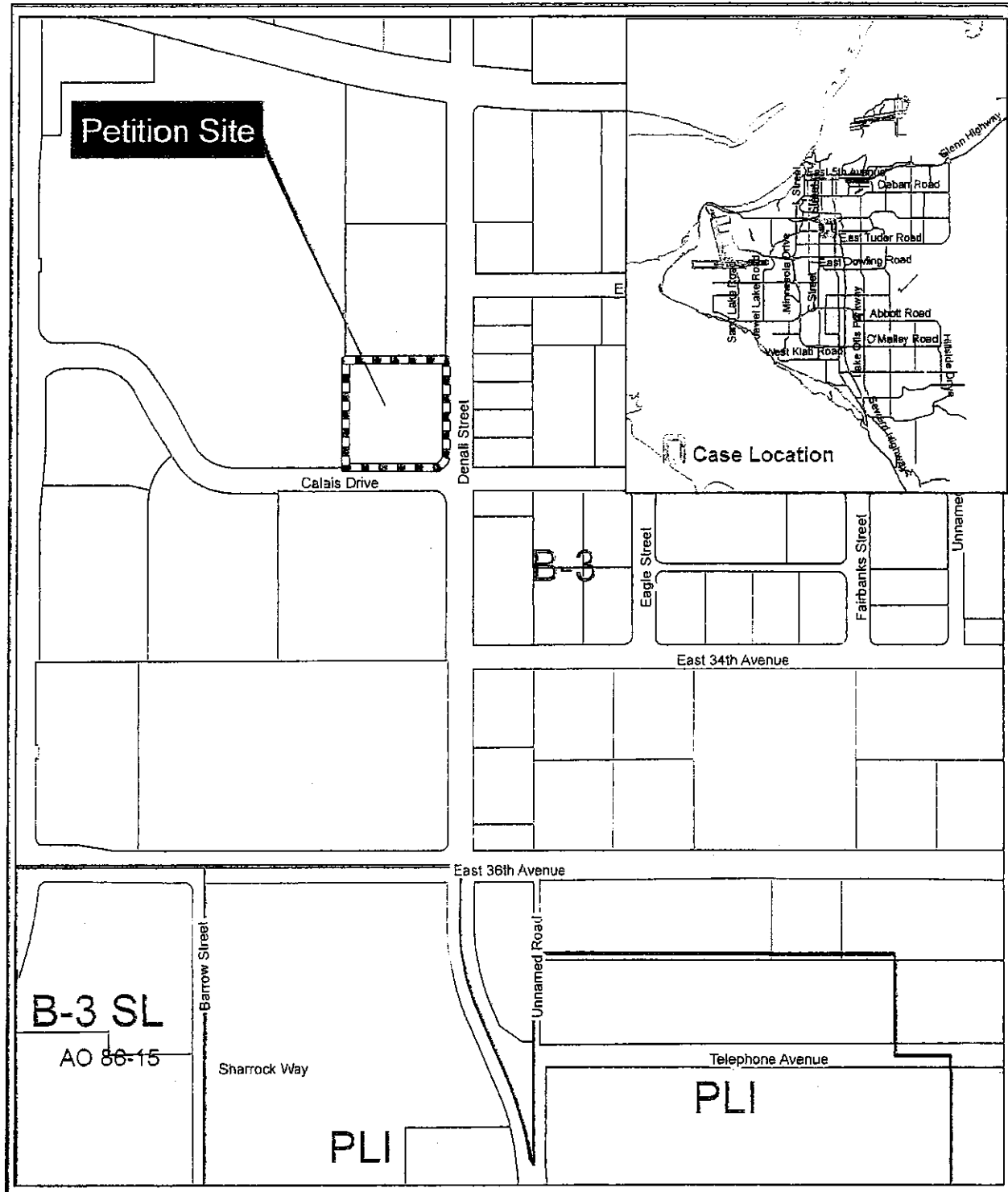
21
22 There was no comment received from the public in opposition to this conditional
23 use. The Midtown Community Council did not comment either.

1
2 There are no delinquent Personal Property Taxes or Real Property Taxes owning
3 at this time. No comments were received from the Anchorage Police Department
4 or Department of Health and Human Services at the time this report was written.
5

6 **THIS ALCOHOLIC BEVERAGES CONDITIONAL USE FOR A BEVERAGE**
7 **DISPENSARY USE AND LICENSE NUMBER 4847, IN THE B-3 DISTRICT**
8 **GENERALLY MEETS THE REQUIRED STANDARDS OF AMC TITLE 10 AND**
9 **TITLE 21, AND ALASKA STATUTE 04.11.090.**
10

11 Prepared by: Angela C. Chambers, AICP, Current Planning Section
12 Supervisor, Planning Division
13 Approved by: Jerry T. Weaver Jr, Director
14 Community Development Department
15 Concur: Dennis A. Wheeler, Municipal Attorney
16 Concur: George J. Vakalis, Municipal Manager
17 Respectfully submitted: Daniel A. Sullivan, Mayor

2011-046



Municipality of Anchorage
Planning Department

Date: March 24, 2011

Flood Limits
☐ 100 Year
☐ 500 Year
☐ Floodway

0 180 360 720
Feet



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

DATE: May 24, 2011

CASE NO.: 2011-046

APPLICANT: Haute Quarter Grill, Inc., dba Table 6 Bar and Grill

REPRESENTATIVE: W. Sherman Ernouf, Ernouf and Coffey, LLC

REQUEST: An alcoholic beverages conditional use for a beverage dispensary use and license #4847, in the B-3 (General Business) district per AMC 21.15.030, AMC 21.40.180.D8, and AMC 21.50.160.

LOCATION: Calais Subdivision, Tract D-11G, per Plat 99-137

STREET ADDRESS: 3210 Denali Street, Suite 7 and 8

COMMUNITY COUNCIL: Midtown

TAX PARCEL: 009-051-11 / Grid SW1631

ATTACHMENTS:

1. Departmental Comments
2. Application
3. Posting Affidavit and Historical Information

RECOMMENDATION SUMMARY:

This conditional use generally meets the required standards of AMC Title 10 and Title 21, and State Statute 04.11.090.

SITE:

Acres: ±3,962 SF leased area, ±16,029 SF building, ±70,574 SF tract

Vegetation: Developed

Zoning: B-3 (General Business) district

Topography: Flat

Existing Use: Commercial Mall

Soils: Public sewer and water

COMPREHENSIVE PLAN – Anchorage 2020 Plan

Classification: Commercial per the *1982 Anchorage Bowl Comprehensive Development Plan's* Generalized Land Use Plan

Major Employment Center and Redevelopment/Mixed-Use Area on the *Anchorage 2020 Land Use Policy Map*

Density: N/A

SURROUNDING AREA

	NORTH	EAST	SOUTH	WEST
Zoning:	B-3	B-3	B-3	B-3
Land Use:	Mall	Walmart	Johnson's Tire Service	Auto Glass Repair and Mall

SITE DESCRIPTION AND PROPOSAL:

The subject property is approximately 70,574 square feet located at 3210 Denali Street, Suite 7 and 8. It contains a commercial building with several businesses. The petitioner has applied to the Alcoholic Beverages Control Board for Beverage Dispensary license #4847 for a gross leasable floor area of approximately 3,962 square feet of floor space within the 16,029 square foot building. The property is zoned B-3 (General Business) district.

Hours of operation are as allowed by Municipal ordinance and the Anchorage Beverage Control Board, with normal business hours from 11:00 AM to 11:00 PM, seven days a week. All employees will be trained in accordance with the Alcoholic Beverage Control Board's Liquor Server Awareness Training Program.

The petitioner made application to the Alcoholic Beverage Control Board to transfer a beverage dispensary license (#4847) from "no premise" to this site, and is seeking final alcoholic beverages conditional use approval in the B-3 district per AMC 21.15.030, AMC 21.40.180.D8 and AMC 21.50.160. Within 1,000 feet of this application, there are four Restaurant/Eating Place Licenses, one Beverage Dispensary License, one Beverage Dispensary Tourism License, one Club License, and one Package Store License. There are no known schools or churches within 200 feet of this site.

PUBLIC COMMENTS:

Forty-six public hearing notices were mailed on April 8, 2011. At the time this report was written, no public comments were received. Also no comments were received from the Midtown Community Council.

FINDINGS

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

The standard is met.

The subject property is located within an area designated for "Commercial" in the *1982 Anchorage Bowl Comprehensive Development Plan's* Generalized Land Use Plan. The property is identified as Major Employment Center and Redevelopment/Mixed-Use Area on the *Anchorage 2020* Land Use Policy Map.

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 downtown employees. Another of the Plan's stated economic development goals are: "Business Support and Development: a quality of life and a financial climate that encourages businesses to start up, expand, or relocate in Anchorage" (p. 41).

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

The standard is met.

The B-3 district zoning regulations allow alcoholic beverage sales through the conditional use permit process.

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

The standard is met.

There are commercial, restaurant, retail, and office uses surrounding the petition site.

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 four Restaurant/Eating Place Licenses, one Beverage Dispensary License, one Beverage Dispensary Tourism License, one Club License, and one Package Store License within a 1,000-foot radius of the petition site. Approving this beverage dispensary conditional use will add a ninth license within a 1,000-foot radius of the petition site.

Alaska Statute 04.11.410, Restriction of location near churches and schools, restricts beverage dispensary and package store licenses from being located in a building the public entrance of which is within 200-feet of the public entrance of a church building, or from being located within 200-feet of school grounds. There are churches or schools within this separation distance.

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

1. Pedestrian and vehicular traffic circulation and safety.

The standard is met.

The B-3 district states that off-street parking shall be provided. Adequate off-street parking is provided at this site. There is an adequate entrance/exit driveway for vehicles to Denali Street and Calais Road.

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

The standard is met.

A new beverage dispensary license at this location will not impact public services. Electrical, water and sewer, natural gas are available on site. Road infrastructure and public transit is already in place. The petition site is within ARDSA and the Building Safety, Police, and Fire service areas.

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

The standard is met.

As a land use, a beverage dispensary conditional use and license will not cause or contribute to any environmental pollution. The parking lot is paved, which helps control air pollution.

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

The standard is met.

The zoning, land use, and the general area land use will not change as a result of this conditional use permit for a beverage dispensary license.

Standards Chapter 10.50 Alcoholic Beverages

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

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

Approval of this conditional use will add a ninth license and second beverage dispensary license within 1,000-feet.

Pizza Hut #2	100 E Benson Blvd	License #3712	Restaurant/Eating Place
Oaken Keg Spirit Shop #1806	600 E Northern Lights Blvd	License #795	Package Store
Peking Palace	500 E Benson Blvd	License #1691	Restaurant/Eating Place
Café Amsterdam	530 E Benson Blvd	License #3961	Restaurant/Eating Place
Embassy Suites Hotel	600 E Benson Blvd	License #4774	Beverage Dispensary
Clair d'Loon	3210 Denali St #8	License #4291	Restaurant/Eating Place
Petroleum Club of Anchorage	330 C St #120	License #3586	Club
Outback Steakhouse	101 W 34 th Ave	License #3753	Beverage Dispensary

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

The standard is met.

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

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

The standard is met.

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

- 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.**

The standard is met.

According to the application the petitioner states that order will be maintained by properly trained staff and management. The premises will be clean and well-lit. No additional safety procedures are mentioned in the application. At the time this report was completed, no written comment had been received from the Anchorage 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**

The standard is met.

There are no outstanding Business Personal Property taxes owing, according to the Treasury Division.

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

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

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

This form was not requested of this applicant.

RECOMMENDATION:

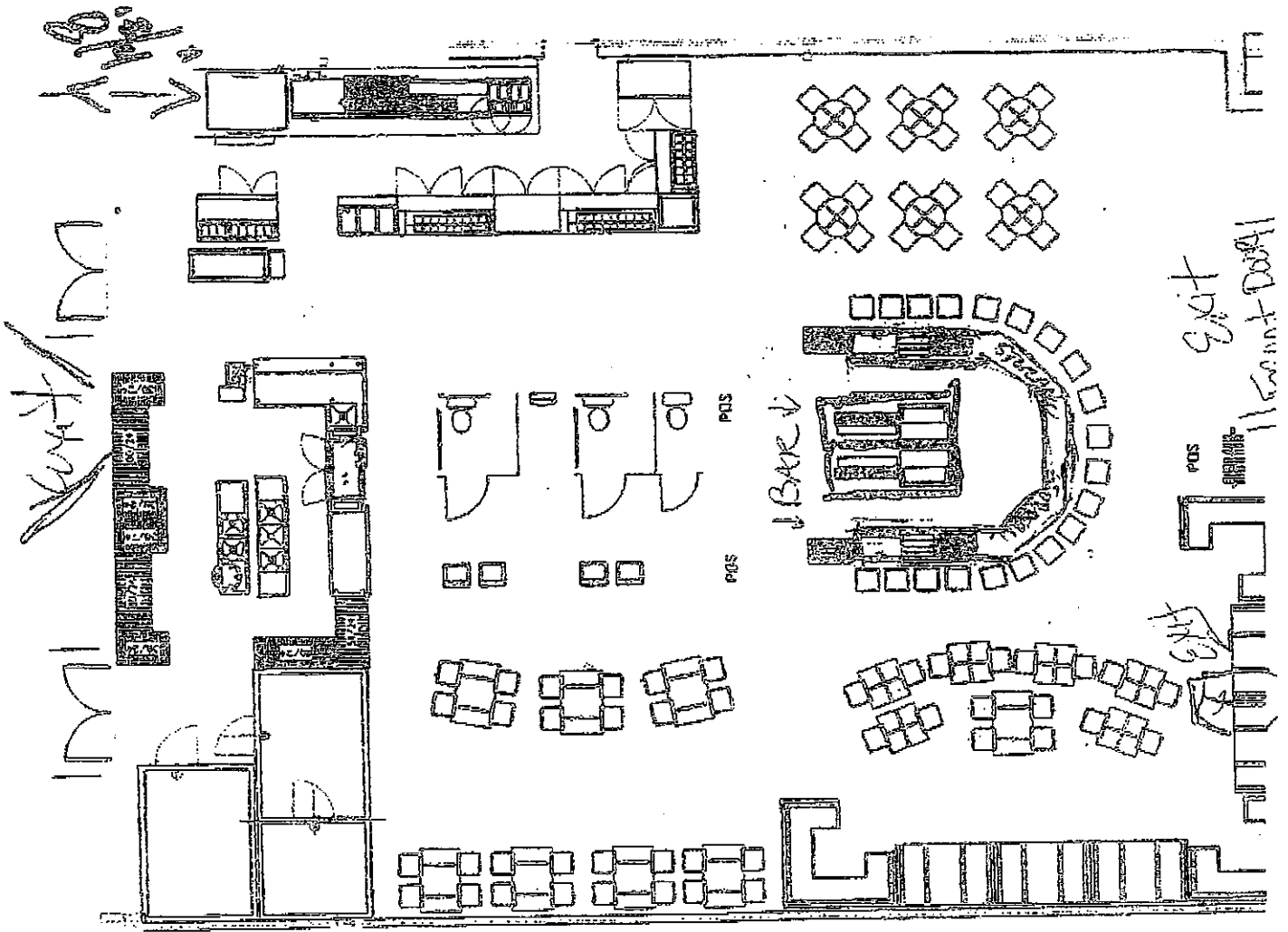
This application for an alcoholic beverages conditional use for a beverage dispensary use and license #4847, in the B-3 (General Business) district per AMC 21.15.030, AMC 21.40.180.D.8, and AMC 21.50.160, generally meets the required standards of AMC Title 10 and Title 21.

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

1. A Notice of Zoning Action shall be filed with the District Recorder's Office within 120 days of the Assembly's approval for this beverage

dispensary in the B-3 district.

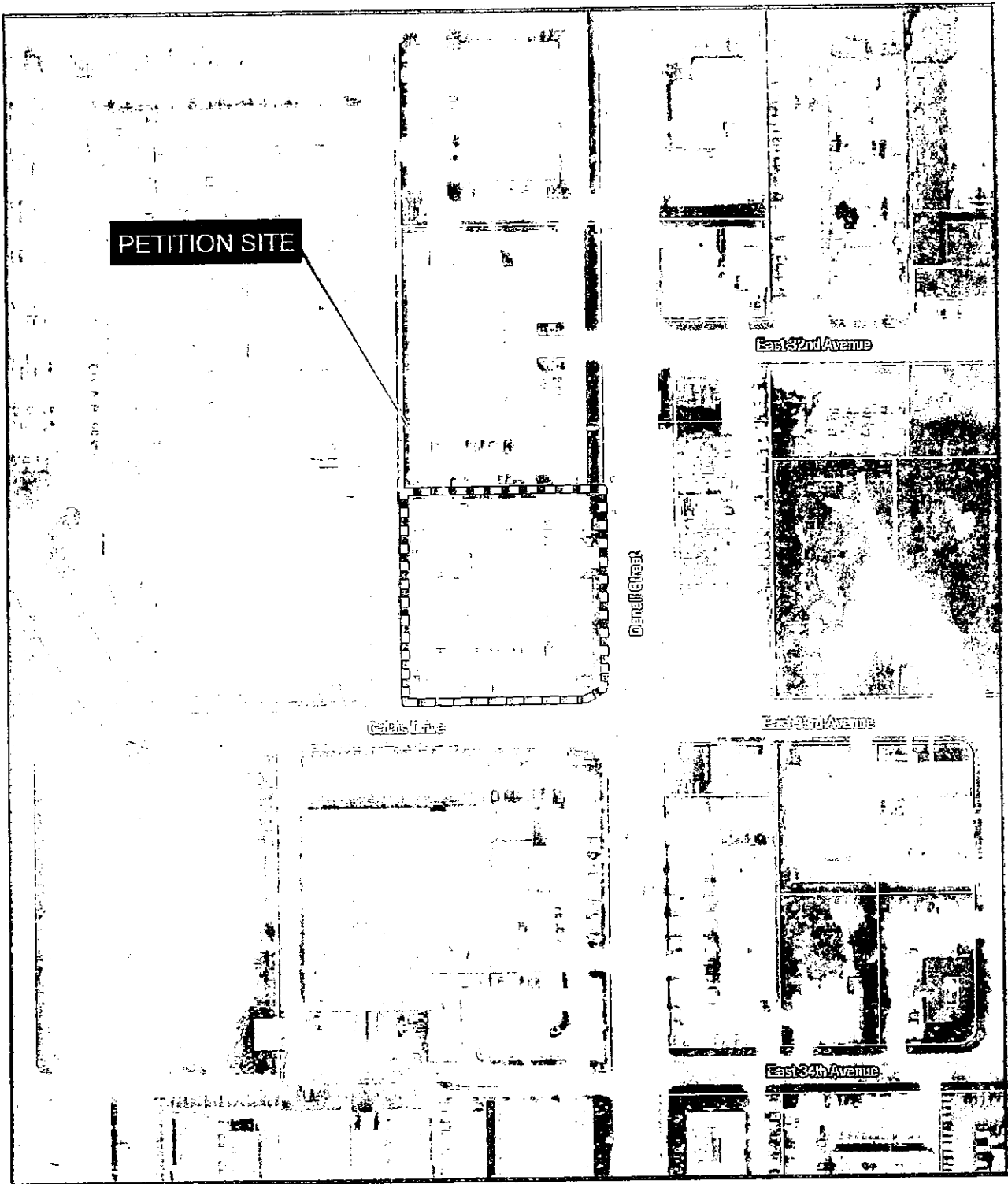
2. All uses shall conform to the plans and narrative submitted with this conditional use application.
3. This alcoholic beverages conditional use approval is for a Beverage Dispensary Use and License #4847 in the B-3 (General Business) district per AMC 21.15.030, AMC 21.40.180.D.8 and AMC 21.50.160 for approximately 3,962 square feet of gross leasable area located in the 16,029 square foot building at 3210 Denali Street, Suite 7 and 8, on Calais Subdivision, Tract D-11G, per Plat 99-137.
4. On-premise sale of alcohol 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.



Table

120 Seats
 3 exits -
 2 in front
 1 in back

2011-046



Municipality of Anchorage
Planning Department

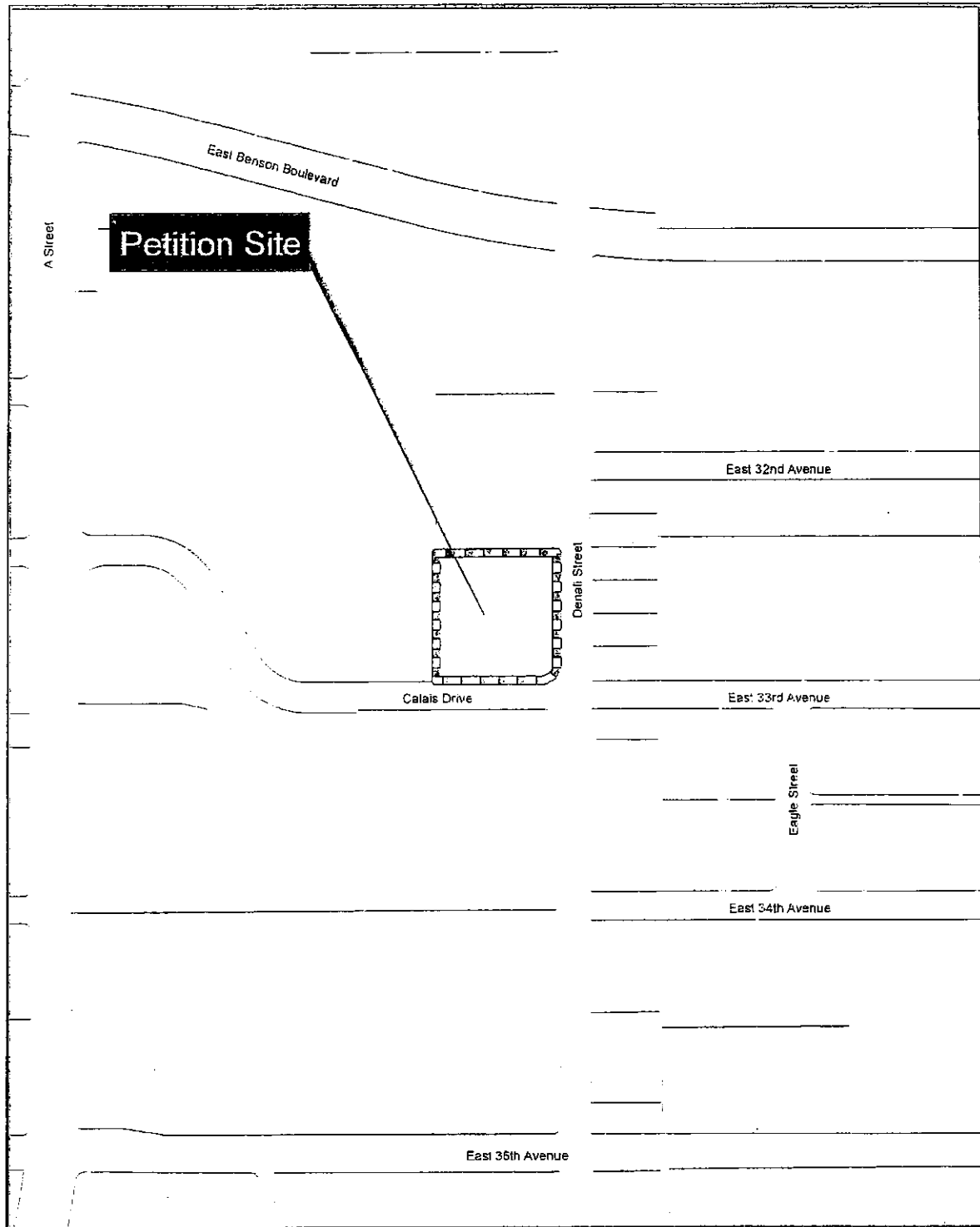
Date: March 24, 2011

0 280 560 Feet

ORTHOPHOTO 2007 USGS 1FT






2011-046



Municipality of Anchorage
Planning Department

Date: March 24, 2011

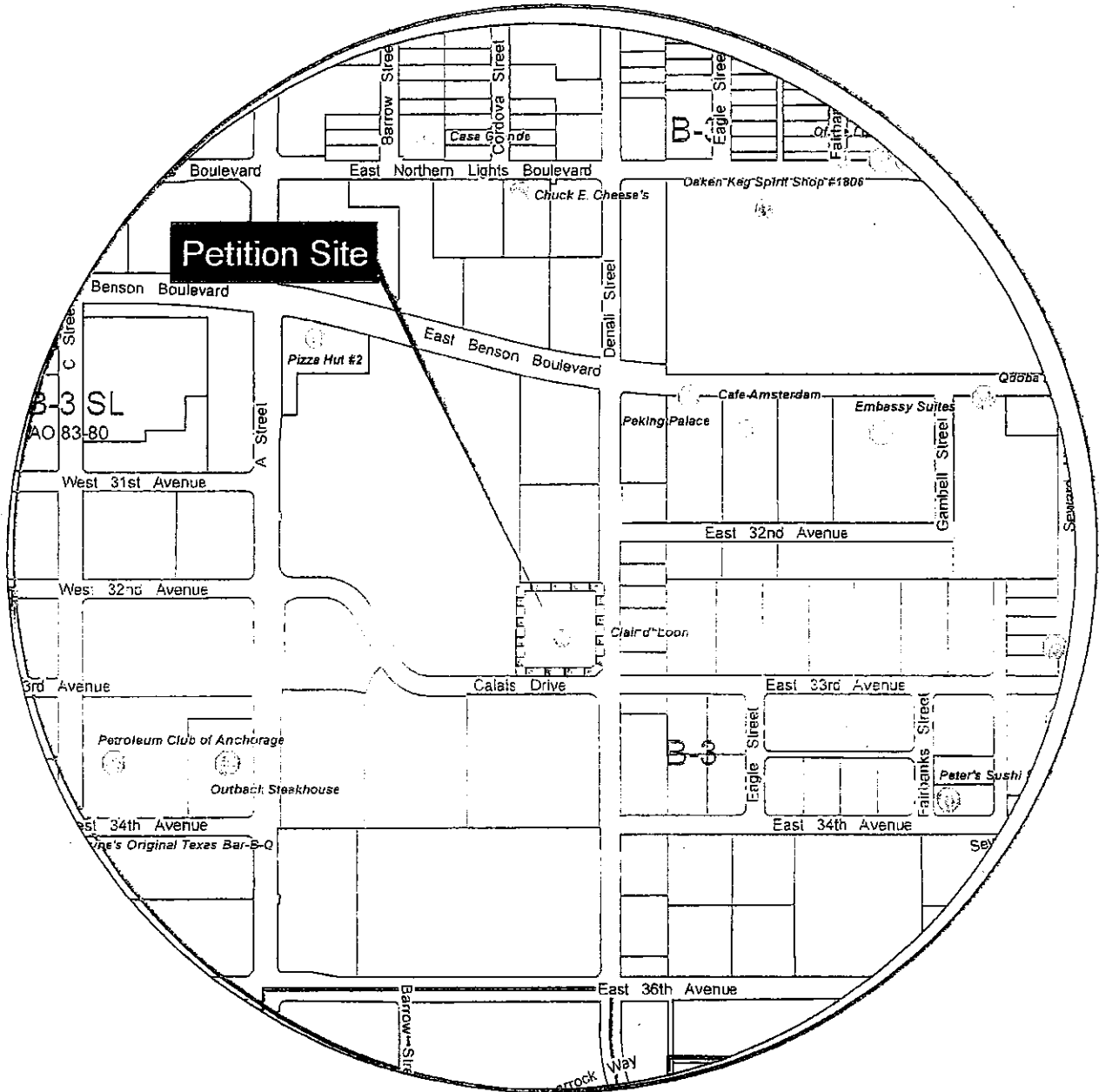
-  Mobile Home Park
-  Multi-Family
-  Single Family

0 95 190 380
Feet



2011-046

EXISTING LIQUOR LICENSES WITHIN 1000'



Municipality of Anchorage
Planning Department

Date: March 25, 2011

0 305 610 1,220
Feet



Alcohol Existing License List Report

Case Number: 2011-046 Description: 1000'

Parcel Business Name	Parcel Owner Name Applicant Name	Parcel Owner Address Business Address	City Lic. Number	State Lic. Zone	Zip Lic. Type
00904115000 Pizza Hut #2	CALAIS CO INC Kurani, Inc.	MS 0555 100 E. Benson Blvd	BENTONVILLE 3712	AR B3	72712 Restaurant/Eating Place
00904201000 Oaken Keg Spirit Shop #1806	SEARS ROEBUCK & COMPANY Carr Gottstein Food Co.	3333 BEVERLY ROAD/B2-122A 600 E Northern Lights Blvd	HOFFMAN ESTA 795	IL B3	60179 Package Store
00904333000 Peking Palace	TKB LLC John S Lee	6130 OLD SEWARD HWY # B 500 E Benson Blvd	ANCHORAGE 1691	AK B3	99518 Restaurant/Eating Place
00904334000 Café Amsterdam	SHIMEK JOSEPH R W Shauna Pajak	PO BOX 93890 530 E Benson Blvd #3	ANCHORAGE 3961	AK B3	99509 Restaurant/Eating Place
00904336000 Embassy Suites: Anchorage AK	APPLE NINE HOSPITALITY Apple Nine Hospitality Managem	814 EAST MAIN ST 600 East Benson Blvd.	RICHMOND 4774	VA B3	23219 Beverage Dispensary Tour
00905111000 Clair d' Loon	CALAIS CO INC Karen Lesko, Stephen P. Lesko	2525 BLUEBERRY RD STE 204 3210 Denali St #8	ANCHORAGE 4291	AK B3	99503 Restaurant/Eating Place
00906283000 Petroleum Club of Anchorage	SJ/JL CALAIS OFFICE II LLC Petroleum Club of Anch., Inc.	18818 TELLER AVE SUITE 277 3301 C St #120	IRVINE 3586	CA B3	92612 Club
00906284000 Outback Steakhouse	SJ/JL CALAIS OFFICE II LLC Anchorage Outback	PO BOX 320099 101 W 34th Ave	ALEXANDRIA 3753	VA B3	22320 Beverage Dispensary

Alcohol Church and School List Report

Case Number: 2011-046 Description: 200'

Parcel	Parcel Owner Name	Parcel Site Address	Description
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Departmental Comments

Stewart, Gloria I.

From: Dean, Brian G.
Sent: Wednesday, April 20, 2011 9:46 AM
To: Stewart, Gloria I.; Kimmel, Corliss A.
Subject: Fire Comments Case No 2011-046

Attachments: Picture (Metafile)

RECEIVED

APR 20 2011

MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

Hi Gloria and Corliss,
Here are Fire comments on the above case.
~bd

Case No. 2011-046

A request for approval of a conditional use permit for an alcoholic beverage dispensary use.
Calais Subdivision, Tract D-11G, 3210 Denali Street Ste 7 & 8.

Fire Prevention has no objection to the approval of the site plan review subject to the following comments:

1. Close out permit # CB 11-1002 and obtain fire inspection for liquor license prior to occupancy of the restaurant.

Brian Dean

Fire Inspector, Fire Prevention Office
Anchorage Fire Department
150.7217 2956



MUNICIPALITY OF ANCHORAGE
Traffic Department



MEMORANDUM

DATE: April 15, 2011

TO: Angela Chambers, Acting Division Manager Zoning and Platting
Division

RECEIVED

THRU: Leland R Coop, Traffic Engineer Associate

APR 15 2011

FROM: Dwayne Ferguson, Assistant Traffic Engineer

**MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION**

SUBJECT: Traffic Engineering Comments for Municipal Assembly Public Hearing
for May 24, 2011

2011-046 A request for concept/final approval of a conditional use to
Permit: an alcoholic beverage dispensary use in a B-3 district.

Traffic Engineering has no objections.

Municipality of Anchorage
Treasury Division
Memorandum

RECEIVED

APR 06 2011

MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

Date: April 5, 2011
To: Angela Chambers
Patty Long
Planning Dept.
From: Diana Flavin, Revenue Officer
Subject: Liquor License Conditional Use Comments

Request for conditional use permit 2011-046 for Table 6 Bar and Grill, located at 3210 Denali St #7 & 8, Anchorage, AK.

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

Application



THE LAW OFFICES OF
ERNOUF & COFFEY

A Professional Corporation

3606 Rhone Circle
Suite 110
Anchorage, AK 99508
t: 907/274-3385
f: 907/274-4258

March 21, 2011

Ms. Jillanne M. Inglis
MOA Planning Department
4700 Elmore Road
Anchorage, Alaska 99519

Re: ***Conditional Use Application-
Beverage Dispensary Liquor License
Transfer
Haute Quarter Grill, Inc. dba Table 6
Bar & Grill***

Dear Ms. Inglis:

Enclosed please find a completed application for a conditional use permit for a transfer of a beverage dispensary liquor license by our client Haute Quarter Grill, Inc. dba Table 6 Bar & Grill in Anchorage. Also attached is check#2821 for printing of a zoning map and aerial photo. We appreciate your promptness in review of this application as the liquor license transfer has been scheduled before the Assembly for March 29th 2011, and hate to delay the opening of this business any more then necessary.

If you have any questions, or if you need any supplemental information relative to the application itself, please contact my office directly so that we can help in any way that we can. Thank you for your time and courtesies in this regard.

Sincerely yours,



W. Sherman Ernouf

Enclosure: CUP Application

CC: Client

Conditional Use Retail Sale of Alcoholic Beverages

Municipal Clerk
Planning Department
P.O. Box 10000
Anchorage, AK 99510-0000

Please fill in the information asked for below.

PETITIONER*		PETITIONER REPRESENTATIVE (IF ANY)	
Name (last name first) Haute Quarter Grill, Inc.		Name (last name first)	
Mailing Address 17748 Kantishna Drive Eagle River AK 99577		Mailing Address	
Contact Phone: Day: 907 3172120 Night: 907 622 4745		Contact Phone: Day: Night:	
FAX: 907 622 4746		FAX:	
E-mail: Perezx3@gcl.net		E-mail:	

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

PROPERTY INFORMATION		
Property Tax # (000-000-00-000): 009-051-11-000		
Site Street Address: 3210 Denali Street Ste 7 & 8		
Property Owner (if not the Petitioner): Calais Company, Inc.		
Current legal description: (use additional sheet in necessary) Calais TR D-11G		
Zoning: B3	Acreage: 70,574	Grid # SW1631

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):
<input type="checkbox"/> Package Store	<input type="checkbox"/> Restaurant	
Is the proposed license: <input type="checkbox"/> New <input checked="" type="checkbox"/> Transfer of location: ABC license number: 4847		
Transfer license location: 100 Premium		
Transfer licensed premises doing business as: Brews Brothers		

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 3/21/11	Signature (Agents must provide written proof of authorization)
Accepted by:	Poster & Affidavit
	Fee
	Case Number

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

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

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

Eagle River-Chugiak-Peters Creek Land Use Classification:

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

Girdwood- Turnagain Arm

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

Required:

☒ Original signed application☒ Copy of Building Permit application for new construction or change of use, if applicable☒ Copy of approved parking and landscape plan from Land Use Review☒ 12 copies of site plan to scale depicting: building footprints; parking areas; vehicle and pedestrian circulation; lighting; landscaping; signage; and licensed premises location.☒ 12 copies of building plans to scale depicting: floor plans indicating the location of sales and service areas; building elevations (photographs are acceptable).☒ 12 copies of photographs of premises from each street frontage that include and show relationship to adjacent structures and the premises visible street address number.☒ 12 copies of narrative: explaining the project; construction, operation schedule, and open for business target date.☒ 12 copies of a zoning map showing the proposed location.☒ 12 copies of completed Alcoholic Beverage Control Board liquor license application form including all drawings and attachments, if filed with ABC Board.

Optional:

☐ Traffic impact analysis ☐ Economic impact analysis ☐ Noise impact analysis

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

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

3-23-11 [Signature]

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):

Table 6

What is the gross leaseable floor space in square feet?

3,962.59 sq. ft.

What is the facility occupant capacity?

TBD by fire dept.

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

30

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

90

What will be the normal business hours of operation?

Mon-Sun. 11am - 11pm

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

Mon-Sun 11am - 11pm

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

20 % Alcoholic beverage sales

80 % 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 8.50.020 Minors-Disseminating indecent material? ☐ Yes ☒ No

Do you propose conditions in the facility that fall under 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:

N/A	%	less than \$5.00
N/A	%	\$5.00 to \$10.00
N/A	%	\$10.00 to \$25.00
N/A	%	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.

See attached narrative

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

See attached narrative

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.

See attached narrative

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.

See attached narrative

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

See attached narrative

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

See attached narrative

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

See attached narrative

STANDARDS CHAPTER 10.50 ALCOHOLIC BEVERAGES

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

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

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

Within 1,000 feet of your site are how many active liquor licenses? 0

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

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

In your opinion, is this quantity of licenses a negative impact on the local community? See att'd narrative

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 Table 6 Bar & Grill employees in direct contact with alcohol will be trained in accordance with the ABC Board's Liquor Server Awareness Training Program (TAM)

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:

See attached narrative

outside facility:

See attached narrative

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

STANDARDS FOR CONDITIONAL USE APPROVAL
TRANSFER OF BEVERAGE DISPENSARY LIQUOR LICENSE #4847 FOR
HAUTE QUARTER GRILL, INC. dba TABLE 6 BAR & GRILL

LOCATION AND DESCRIPTION OF PLANNED USE

Haute Quarter Grill, Inc, dba Table 6 Bar & Grill, is making application for a conditional use permit to allow "on premises" alcohol sales at Anchorage location of 3210 Denali Street, Suite 7 & 8. The location of the proposed licensed premise is located in the midtown area of Anchorage. The location was previously open as a Café which served beer & wine and has been well received by its customers. The use of this location for the operation of a beverage dispensary liquor license in a modern small-scale bar and grill is consistent with the Anchorage 2020 Comprehensive Plan as set out in the policies discussed below.

I. Conditional Use Standards.

A. Explain how the proposed conditional use furthers the goals and policies of the Anchorage 2020 Comprehensive Plan and conforms to the Comprehensive Development Plan in the manner required by AMC 21.05.

The proposed conditional use to allow Haute Quarter Grill, Inc to operate a beverage dispensary liquor license at this location is consistent with the goals and policies of the Anchorage 2020 Comprehensive Plan. This location is in the heart of what the Plan calls a major employment center. This particular area of Anchorage is well defined with compact employment centers as defined by 2020 including retail businesses, office buildings, and restaurants. A mix of supportive retail uses such as a small bar & grill proposed here, office buildings, other drinking places, and shopping for locals and tourists alike are important to the development of the major employment centers in Anchorage and is encouraged in the 2020 Plan.

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

The proposed conditional use for Table 6 Bar & Grill conforms to the standards of Title 21 as well as the Anchorage 2020 Comprehensive Plan in all respects.

The Anchorage 2020 Comprehensive Plan does not specifically address the sale of alcoholic beverages in the community. However, the Municipality

does call for the development of location standards and criteria for retail sales/service of alcoholic beverages.

The standards for a conditional use for alcoholic beverage sales and consumption are found in AMC 21.50.160 and in 21.50.020.

The proposed conditional use conforms to all Title 21 standards and is consistent with the Comprehensive Plan. My client is available to meet with the Midtown Community Council to discuss their new business at any time. The operation of a bar and grill with the service of alcohol is consistent with the code and the Petitioner expects the conditional use to be supported by the local community.

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

The proposed conditional use to allow Table 6 Bar & Grill to operate a beverage dispensary liquor license at this location is compatible with the existing and planned land uses. The building is zoned B-3. The planned land use for this location includes a mix of supportive retail uses such as restaurants, office buildings, drinking places, and shopping. Medium to high density residential mixed use areas have been designated near the major employment centers to provide opportunities for people to live close to work and be within walking distance to other supportive businesses in the area such as a small scale modern bar and grill proposed here.

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

1. Pedestrian and Vehicular Traffic Circulation and Safety.

The bar and grill is located at 3210 Denali Street, Suite 7 & 8 in a convenient location that is more than sufficient in regard to accommodating vehicular and pedestrian traffic circulation and safety. People Mover bus stops are located throughout midtown Anchorage for the convenience of their bus-riding customers. There is adequate parking and nearby parking lots that are accessible throughout all of midtown Anchorage.

2. Demand For and Availability of Public Services and Facilities.

The following public services currently exist at Table 6 Bar & Grill:

- i. Public utilities (sewer and water, waste collection, electricity, natural gas)
- ii. Police and Fire protection as provided by the Municipality of Anchorage
- iii. Public bus transportation is available to patrons of the bar and grill through People Mover with multiple pick-up locations to choose from in very close proximity.

There are no additional infrastructure requirements for any public services or facilities.

3. Noise, air, water, or other pollution.

Table 6 Bar & Grill is committed to the operation of its facility in an environmentally responsible way. There will be no pollution other than the normal storage and removal of trash. All of the required kitchen equipment, cooking devices, and ventilation are in place to insure that both visitors and neighbors alike will not be impacted by the restaurant's operations.

4. Maintenance of compatible and efficient development patterns and land use intensities.

The maintenance of compatible and efficient development patterns and land use intensities does not apply to this conditional use permit. Due to the fact that the general land use and zoning will not change as a result of an approval of a minor amendment the conditional use permit.

II. Concentration and Land Use

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

No. Our opinion is that the current quantity of liquor licenses in the midtown Anchorage community council area is reflective of the plans set forth in the 20/20 Plan which provides for mixed uses that cater to the needs and desires of locals and traveling visitors to Anchorage.

III. Public Safety

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

1. Inside Facility:

All servers will be TAM certified. Table 6 Bar & Grill employees will be instructed to ask for the identification of all persons appearing to be under 30 years of age. Employees who violate this policy will be terminated and will be instructed of this fact upon employment. Further, managers and all servers will be trained and reminded to assess the condition of drinkers as enumerated in the TAM training to prevent the service of alcohol to drunken persons.

2. Outside Facility:

Further, for the protection of patrons, Table 6 Bar & Grill employees will patrol the street frontages of the building, as needed, to ensure the minimization of loitering. My clients will work with surrounding tenants, neighbors, neighboring community councils and service patrols to combat any problems that arise in or near the facility.

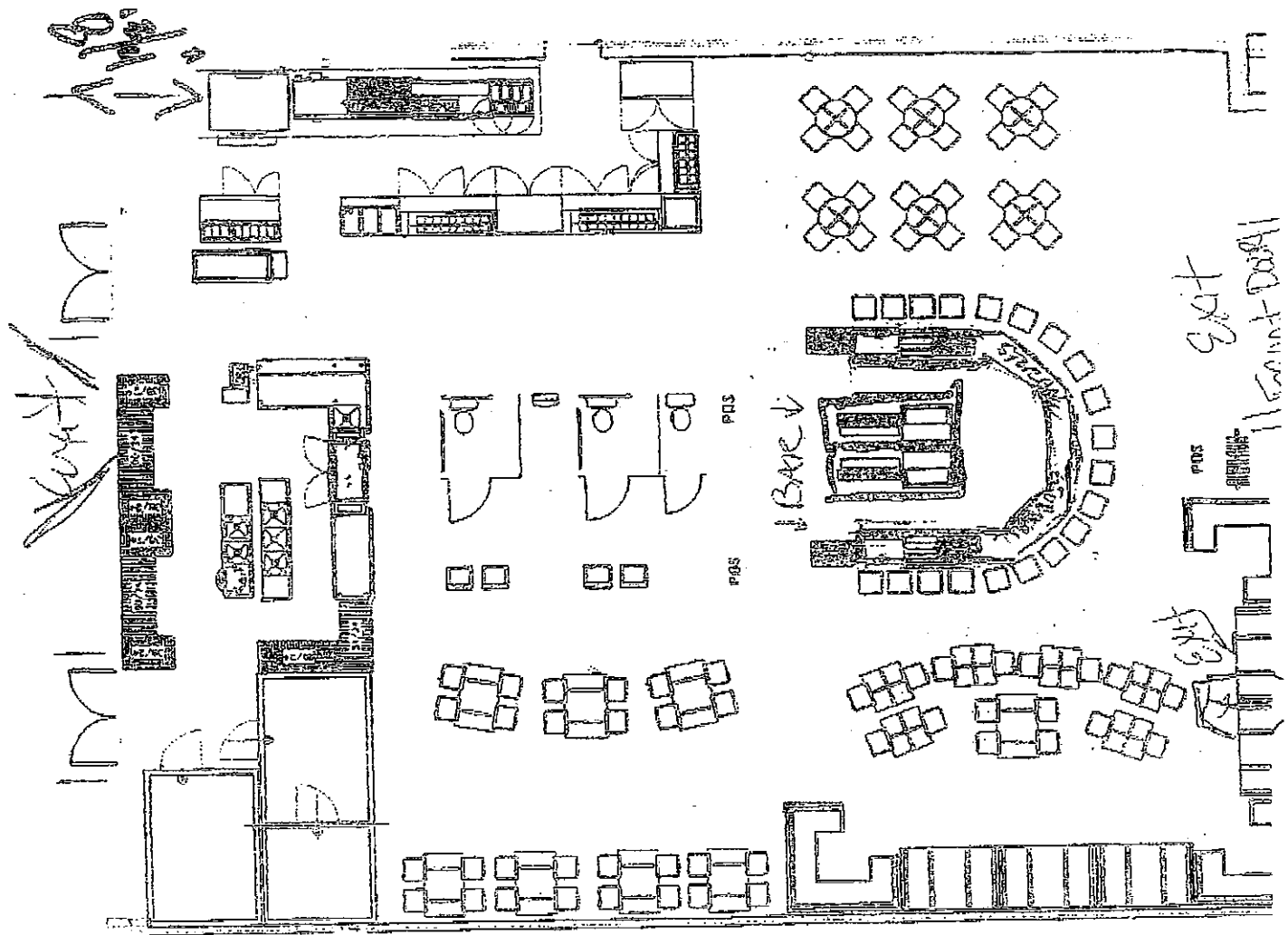


Table 6

120 Seats
3 exits -
2 in front
1 in back

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 _____
Mo/Day Mo/Day
- ☒ Full 2-year period

SECTION A - LICENSE INFORMATION. Must be completed for all types of applications.			FEES	
License Year: 2011/2012	License Type: Beverage Dispensary	Statute Reference Sec. 04.11.090	License Fee: \$	
Local Governing Body: (City, Borough or Unorganized) Municipality of Anchorage	Community Council Name(s) & Mailing Address: Midtown Community Council Don Pohland 3800 W. 43rd Ave. Anchorage AK		Filing Fee: \$100.00	
Federal EIN or SSN: _____			RDP: \$50.00	
			Fingerprint: (\$54.25 per person)	
			Total Submitted: \$150	
Name of Applicant (Corp/LLC/LP/LLP/Individual/Partnership): Haute Quarter Grill, Inc.	Doing Business As (Business Name): Table 6 Bar & Grill	Business Telephone Number: 907-317-2120 Fax Number:		
Mailing Address: 17748 Kantishna Drive	Street Address or Location of Premise: 3210 Denali Street, Ste. 7&8, Anchorage, AK 99503	Email Address: perezx3@gci.net		
City, State, Zip: Eagle River, AK 99577				
SECTION B - TRANSFER INFORMATION.				
Regular Transfer <input checked="" 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. Involuntary Transfer. Attach documents which evidence default under AS 04.11.670.		Name and Mailing Address of Current Licensee: Brews Brothers 737 W. 5 th Avenue, Suite 110, Anchorage, AK 99501		
		Business Name (dba) BEFORE transfer: Brews Brothers		
		Street Address or Location BEFORE transfer: No Premise		
SECTION C - PREMISES TO BE LICENSED. Must be completed for RELOCATION applications.				
Closest school grounds: Northern Lights Pre-school 703 W Northern Lights #200, Anchorage, AK 99503 (0.97 Miles)	Distance measured under: <input checked="" type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No. _____	Premises is GREATER than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. Premises is LESS than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input checked="" type="checkbox"/> Not applicable		
Closest church: Anchorage Korean sda Church 540 W 34 th Ave. Anchorage, AK 99503 (0.75 Miles)	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 checked="" type="checkbox"/> Existing facility <input type="checkbox"/> New building		<input type="checkbox"/> Plans submitted to Fire Marshall (required for new & proposed buildings) <input checked="" 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? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, complete the following. Attach additional sheets if necessary.				
Name	Name of Business	Type of License	Business Street Address	State
Lynn Perez	Haute Quarter Grill	Beverage Dispensary	11221 Old Glenn Hwy	Alaska
Alex Perez	Haute Quarter Grill	Beverage Dispensary	11221 Old Glenn Hwy	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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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): Haute Quarter Grill, Inc.			Telephone Number: 907-622-4745		Fax Number: 907-622-4746
Corporate Mailing Address: 17748 Kantishna Drive		City: Eagle River	State: AK	Zip Code: 99577	
Name, Mailing Address and Telephone Number of Registered Agent: Lynn Perez 11221 Old Glenn Hwy., Eagle River, AK 99577			Date of Incorporation OR Certification with DCED: 10/09/2000		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.					

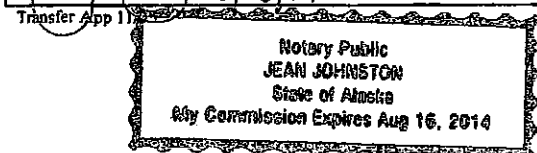
Entity Members (Must include President, Secretary, Treasurer, Vice-President, Manager and Shareholder/Member with at least 10%)					
Name	Title	%	Home Address & Telephone Number	Work Telephone Number	Date of Birth
Alex Perez	V.P.	40	17748 Kantishna Drive, Eagle River, AK 99577 907-694-8297	907-317-9551	
Lynn Perez	President	60	17748 Kantishna Drive, Eagle River, AK 99577 907-694-8297	907-317-2120	

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:		Address:			
Home Phone:	Date of Birth:	Home Phone:	Date of Birth:		
Work Phone:		Work Phone:			
Name:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>	Name:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>		
Address:		Address:			
Home Phone:	Date of Birth:	Home Phone:	Date of Birth:		
Work 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 Licensee(s)		Signature of Transferee(s)	
Signature	Signature	Signature	Signature
Signature	Signature	Signature	Signature
Name & Title (Please Print)		Name & Title (Please Print)	
Subscribed and sworn to before me this		Subscribed and sworn to before me this	
10 th day of December, 2010.		14 th day of December, 2010.	
Notary Public in and for the State of Alaska		Notary Public in and for the State of Alaska	
My commission expires: 8/16/14		My commission expires: 2/1/2011	



Alaska Department of Revenue
TAX CLEARANCE REQUEST FORM

Applicant's Name: Brews Brothers, LLC

EIN/SSN: 92-0156663.

Mailing Address: 737 W. 5th Avenue, Suite 110

City/State/Zip Code: Anchorage, AK 99501

I hereby authorize the Alaska Department of Revenue to release to

Alcoholic Beverage Control Board
(Name of Department or Agency)

Departments Statute on tax clearance: AS 04-21.030(2)

whose facsimile number or email address is 907-272-9412,

confirmation that all taxes, penalties and interest due the Department of Revenue have been paid
and that there are no outstanding amounts due.

Signed: _____

Printed Name: _____

Title*: Member

Liquor License # 4847

*If tax clearance is being requested on behalf of a corporation/LLC/partnership, must be signed by an officer/member/partner.

DEPARTMENT USE ONLY

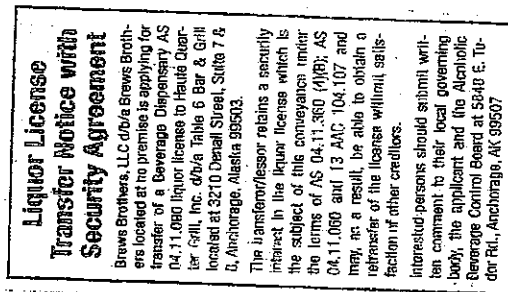
- ☐ The above applicant is current on all taxes, penalties and interest due and is in good standing with the Alaska Department of Revenue.
- ☐ The above applicant is not current on all taxes, penalties and interest due and is not in good standing with the Alaska Department of Revenue.

Ta

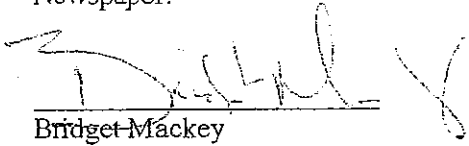
Department of Revenue Representative

Date

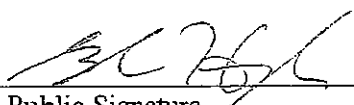
ANCHORAGE PUBLISHING, CO.
540 E. Fifth Avenue
Anchorage, Alaska 99501
Phone: 561-7737 Fax: 561-7777



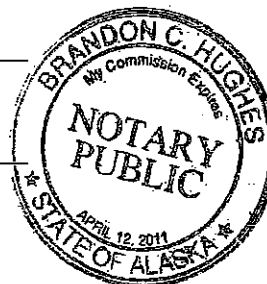
I, Bridget Mackey, advertising representative for Anchorage Publishing, Co., verify that the liquor license transfer notice for Brews Brothers, LLC appeared in the December 2, December 9, and December 16, 2010 issues of the Anchorage Press Newspaper.


Bridget Mackey

Subscribed and sworn to me in the Municipality of Anchorage, in the state Alaska, on this 16 day of December, 2010


Notary Public Signature

4/12/11
Commission Expires



STATE OF ALASKA
ALCOHOLIC BEVERAGE CONTROL BOARD

STATEMENT OF FINANCIAL INTEREST

CONFIDENTIAL

TO BE COMPLETED BY EACH APPLICANT, EITHER INDIVIDUAL OR CORPORATE

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

Applicant: Haute Quarter Grill, Inc.		DBA: Table 6 Bar & Grill
EIN or SSN: [REDACTED]	Location: 3210 Denali Street, Ste. 7&8, Anchorage, AK 99503	
List each owner, shareholder, member in the boxes below:		
Lynn Perez	Alex Perez	

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
Brews Brothers, LLC	737 W. 5 th Ave., Ste. 100 Anchorage, AK 99501	[REDACTED]	Liquor License and Personal Property

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

12/14/10

Subscribed and sworn to before me this

14th Day of December 20 10

A B Shawcross
Notary Public in and for the State of Alaska
My commission expires 2/1/2011

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

AFFIDAVIT

I/We Brews Brothers, LLC 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
Brews Brothers located at
No Premise in connection with liquor license
number 4748 and that the following is a listing of accounts payable and taxes owed by the
above licensed business as of _____

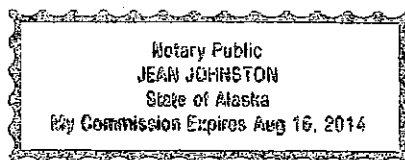
Creditor/Taxing Authority	Complete Mailing Address	Amount	Purpose of Liability
NONE			

SIGNED _____

SIGNED _____

SIGNED _____

SIGNED _____



Subscribed & sworn to before me this
10th day of December 20 10

Jean Johnston
Notary Public in & for Alaska

My commission expires

8/16/14

(Rev. 5/2001)

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:

- b. Posting of application for transfer of a beverage dispensary liquor license
currently issued to Brews Brothers, LLC whose business name (d/b/a)
is Brews Brothers located at No Premise
(address and/or location)

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

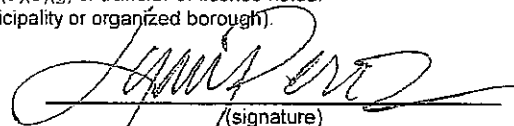
15th December 2010 to 25th December 2010

- *** 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 3210 Denali Street, Ste. 7&8, Anchorage, Alaska 99503
b. Other conspicuous location in the area US Post Office at 3720 Barrow Street, Ste. 2, Anchorage, AK 99599

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. ☒ (X) 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.


(signature)

SUBSCRIBED and SWORN to me this 27th day of December, 2010.

A R Shawcross
Notary Public in and for Alaska
My commission expires: 2/1/2011

STATE OF ALASKA
ALCOHOLIC BEVERAGE CONTROL
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: Haute Quarter Grill, Inc.

D/B/A: Table 6 Bar & Grill

ADDRESS: 3210 Denali Street, Suite 7&8 Anchorage, Alaska 99504

1. Hours of Operation: Monday - Sunday 11:00a.m. - 11:00p.m.
2. Have police ever been called to your premises by you or anyone else for any reason: ☐ Yes ☒ No
If yes, date(s) and explanation(s).

3. Duties of employment: Wait staff, cleaning staff, kitchen staff

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

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

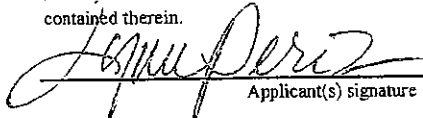
6. How is food served? ☒ Table Service ☐ Buffet Service ☐ Counter Service ☐ Other*

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

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

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

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


Applicant(s) signature

Subscribed and sworn to before me this 11th day of December 2010
A B Shawcross
Notary Public in and for Alaska

My Commission expires 2/1/2011

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

Date: _____

Director, ABC Board

Date: _____

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

* Describe how food is served on back of form.

Appetizers

Crab Cakes - Seared king crab meat served with artichoke tartar sauce. 13.95

Roasted Garlic - Slow roasted garlic, chevre cheese, roasted red peppers & toast points with balsamic reduction. 10.95

Ahi Tuna - Seared rare with peppercorn crust, ponzu sauce and cucumber wasabi. 12.95

Calamari - Quick fried and served with roasted garlic aioli. 11.95

Gnocchi - Fresh made potato dumplings sautéed in gorgonzola cheese sauce. 9.95

Spicy Chicken Wings - Tossed in a spicy bbq sauce served with celery & blue cheese dressing. 9.95

Halibut Chunks - Fried in a pecan beer batter crust with tartar sauce. 11.95

Clams - Fresh manilas steamed in fresh herbs, garlic and roma tomato. 12.95

Sliders - Ground steak burgers with house spread and caramelized onions. 11.95

Salads and Soup

Maytag Blue Cheese Salad - Mixed greens tossed with blue cheese dressing and fresh pears, topped with caramelized pecans & blue cheese crumbles. 6.50

Seasonal Salad - Mixed greens, apples, grapes tossed in an apple cider vinaigrette topped with toasted walnuts and blue cheese crumbles. 6.50

Caesar Salad - Romaine lettuce tossed in house made classic caesar dressing, croutons and parmesan cheese. 6.50

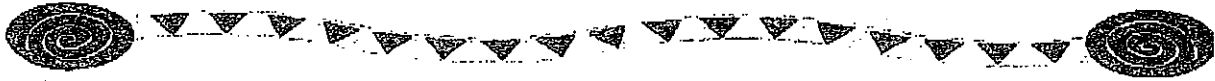
Spinach Salad - Fresh spinach tossed in walnut vinaigrette topped with red onions, egg, tart cherries, bacon and toasted walnuts. 6.50

Chicken Caesar Salad - Large caesar topped with grilled chicken breast, diced tomatoes & english cucumbers. 14.05

Chicken Caesar Salad - Large caesar topped with grilled chicken breast, diced tomatoes & english cucumbers. 14.95

Blackened Halibut Caesar Salad - Large caesar topped with blackened halibut, diced tomatoes & english cucumbers. 15.95

Soup of the Day - Please ask your server about today's soup. cup 4.50 bowl 6.50



Encrees

Pork Chop - Grilled 20oz porterhouse chop with chorizo potato hash, topped with corn relish and a roasted garlic cream. 25.95

Prawns - Grilled prawns in a ginger lemongrass marinade basted with hoison plum sauce served over soba noodles tossed in thai peanut sauce. 24.95

Kabobs - Rosemary skewered dry rubbed filet mignon, oven roasted vegetables and texas bbq sauce. 26.95

Mushroom Ravioli - Fresh made ravioli stuffed with roasted mushrooms, marscapone cheese, fresh herbs tossed in thyme butter sauce topped with prosciutto & gruyere cheese. 22.95

Seafood Pasta - Sautéed scallops & prawns in a white wine cream sauce with tomatoes, spinach, artichoke hearts, capers and pappardelle noodles. 25.95

New York Steak - Grilled new york steak topped with house made steak butter. 27.95

Seafood Jambalaya - Sautéed Alaskan scallops, black tiger prawns, manila clams and mussels with spicy creole tomato sauce, andouille sausage, smoked ham & rice. 24.95

Chicken Pasta - Chicken sautéed with peas, grilled leaks, pancetta and garlic cream sauce with fettucini pasta. 18.95

Scallops - Scallops seared with hawaiian five spice, lemon scented risotto & asian cream with stir fry vegetables. 24.95

Prime Rib - Slow roasted prime rib with horseradish. 12oz....24.95 16oz....27.95

New York Pepper Steak - Pan seared New York Steak with pink & black peppercorn crust, topped with blue cheese demi-glacé. 28.95

Alaskan King Crab Legs - A pound of crab legs and drawn butter. 38.95

Baby Back Ribs - Roasted dry rubbed ribs basted with a spicy sweet plum bbq sauce served with a mound of fries. 19.95

Ribeye Steak - Broiled steak served with crisp russet potato wedges and our version of classic baked beans. 29.95

Roasted Duck - Roasted duck served with a citrus sauce of dried apricots and tart bing cherries. 27.95



18% gratuity added to parties of 6 or more *3.00 share plate charge*

State of Alaska
Department of Community and Economic Development
Division of Banking, Securities and Corporations

CERTIFICATE
OF
INCORPORATION
Business Corporation

The undersigned, as Commissioner of Community and Economic Development of the State of Alaska, hereby certifies that Articles of Incorporation of

HAUTE QUARTER GRILL, INC.

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

ACCORDINGLY, the undersigned, as Commissioner of Community and Economic Development, and by virtue of the authority vested in me by law, hereby issues this Certificate of Incorporation and attaches hereto the original copy of the Articles of Incorporation.

IN TESTIMONY WHEREOF, I execute this certificate and
affix the Great Seal of the State of Alaska on
OCTOBER 9, 2000



Deborah B. Sedwick
Commissioner of Community
and Economic Development

LEASE AGREEMENT

This Lease is made this 16th day of August, 2010, by and between CALAIS COMPANY, INC., an Alaskan Corporation, as Landlord, and Haute Quarter Grill, Inc., an Alaska corporation, as Tenant.

WITNESSETH:

1. Premises. -- Landlord hereby leases to Tenant and Tenant hereby rents from Landlord for the term hereinafter provided, the improved real estate (the "Premises") located in the Anchorage Recording District, Third Judicial District, State of Alaska and further described as follows:

RETAIL SUITE NOS. 7 and 8 located at the Denali Retail Center (the "Center") 3210 Denali Anchorage, Alaska, the Center being situated on the following real property:

TR D-11G, CALAIS SUBDIVISION, according to the official plat thereof

The parties agree that the net rentable area of the Premises is approximately 3,962 rentable square feet, and the parties stipulate that for all purposes under this Lease the Premises shall be deemed to consist of 3,962 rentable square feet regardless of the exact square footage of the Premises.

The Premises are depicted on the floor plan of the Center that is attached hereto as Exhibit A.

This Lease confers no right with regard to the subsurface below the Center, no right with respect to air space above the roof of the Center and no right to an easement for light or air.

2. Term of Lease. -- The initial term of this Lease shall commence when all of the contingencies are removed in accordance with paragraph 36 herein and shall be for a period of ten (10) years, unless sooner terminated as provided herein. Tenant's obligation to pay rent shall commence as provided for in Provision 4. If Landlord is unable to deliver possession of the Premises as a result of causes beyond its control, Landlord shall not be liable for any damage caused by its failure to deliver possession,

the Lease shall not be void or voidable, and the term of the Lease shall not be extended by the delay.

Provided that Tenant has not defaulted under this Lease and is not currently in default, Tenant shall have the option to extend the lease for one (1) additional term of five (5) years. To exercise the option, Tenant must provide written notice to Landlord of its intent to exercise the option not later than one hundred and eighty (180) days prior to the expiration of the initial term and not sooner than 360 days prior to the expiration of the initial term. Any renewal shall be on the same terms and conditions contained herein except that rent for the first year of the option period shall be at fair market value, but not less than \$2.25 per rentable square foot per month and there shall be annual increases of 3% thereafter beginning the second year of the renewal term.

The fair market value rent (FMR) for the first year of the option term shall be an amount mutually agreed to by Landlord and Tenant prior to the expiration of the initial Lease Term. If Landlord and Tenant are unable to mutually agree upon the rent for the first year of the extended term, the FMR will be determined as set forth herein. When Tenant notifies Landlord of its desire to exercise an option to renew, Tenant shall state its belief as to the then-current FMR. If Landlord agrees, Landlord shall promptly deliver notice of Landlord's agreement and the Lease shall be automatically extended for five years from the expiration date of the then-current term, with the rent for the first year of the option term as so stated in Tenant's notice and with annual increases of 3% thereafter, and on the other terms of this Lease. If Landlord disagrees, Landlord shall deliver notice in writing not later than 15 days after delivery of Tenant's notice to Landlord, stating Landlord's belief as to the then-current FMR. If Tenant agrees, Tenant shall promptly deliver notice of Tenant's agreement and the Lease shall be automatically extended for five years from the expiration date of the then-current term, with the rent for the first year of the option term as so stated in Landlord's notice and with annual increases of 3% thereafter, and on the other terms of this Lease.

If Tenant disagrees, Tenant shall, within ten days, deliver notice in writing of three MAI appraisers acceptable to Tenant. Within ten days thereafter, Landlord shall select one of the three appraisers identified by Tenant and the parties shall immediately engage such appraiser, each party paying one-half of the appraiser's charge. The

agreed appraiser shall make a determination of the then-current FMR. If either Landlord or Tenant, or both Landlord and Tenant, shall disapprove of the FMR so determined, the dissatisfied party (or parties) may then designate another MAI appraiser who shall conduct a second (or additional) independent appraisal(s) of the Premises. If only one party is dissatisfied and the second appraisal differs from the initial appraisal by less than five percent (5%), then the average of the first and second appraisals shall be deemed the FMR of the Premises for the first year of the renewal term. If the second appraisal differs from the initial appraisal by more than five percent (5%), either Landlord or Tenant shall have the right to designate a third MAI appraiser to conduct a third independent appraisal of the FMR of the Premises. The FMR of the Premises for the first year of the renewal term shall be deemed to be the average of the two appraised values closest to one another. If neither Landlord nor Tenant requests a third appraisal, the average of the first and second appraisals shall be deemed the FMR of the Premises for the first year of the renewal term. If both parties shall be dissatisfied and have each designated MAI appraisers to conduct additional independent appraisals, then the FMR of the Premises for the first year of the renewal term shall be deemed to be the average of the two appraisals closest to one another. The cost of appraisals shall be borne by the party (or parties) requesting them.

During the pendency of any determination of FMR, Tenant shall pay the rent last in effect for the Premises until a determination is made. Any difference between the rent so paid and the adjusted rent, retroactive to the beginning of the period due, shall be paid within fifteen (15) days of notification to Tenant.

3. Use of Premises. --

(a) The Premises shall only be used as a restaurant which serves primarily American food and for no other purpose without Landlord's prior written consent. Tenant agrees that its hours of operation shall be as follows: 11:00 a.m. until 11:00 p.m. Monday through Saturday and 9:30 a.m. until 9:30 p.m. Sunday. Tenant shall not deviate from these hours of operation without obtaining the prior written consent of Landlord. Further, Tenant agrees that i) before 4:30 p.m. every day available seating shall not exceed sixty (60) seats and a portion of the Premises shall not be allowed to be used for seating; and ii) at no time shall available seating in the Premises exceed 120 seats. Attached hereto as Exhibit B and incorporated herein by reference is

a diagram of the Premises showing the approximate location of the sixty seats and the approximate location of the contiguous area that will not be allowed to be used for seating before 4:30 p.m. every day. The parties agree that upon completion of the restaurant design, Exhibit B shall be modified to depict the actual areas designated for seating and designated for non-use before 4:30 p.m. every day and said exhibit shall be substituted for the attached Exhibit B. Tenant has provided Landlord with a proposed menu for its restaurant. Tenant agrees not to substantially alter the type of food served at the restaurant without the Landlord's written consent, which consent shall not be unreasonably withheld.

(b) Tenant covenants and agrees as follows:

(i) To not abandon or leave the Premises vacant (after the initial opening of Tenant's business at the Premises; the failure to open the Premises to the public for business for ten (10) continuous calendar days shall be deemed an abandonment); provided, however, Tenant shall be entitled to close the restaurant for a period of one month or less in duration for vacation per calendar year so long as Tenant has provided Landlord with 60 days prior written notice of the closure;

(ii) To keep and use the Premises in a careful and safe manner and not make or permit any use of the Premises which may be dangerous to persons or property;

(iii) To make all reasonable efforts to prevent the Premises from being used in any way that will injure the reputation of the same or of the Center of which it is a part, or that may cause a nuisance, annoyance, inconvenience, or damage to the other tenants of the Center or of the neighborhood;

(iv) To abide by (and ensure that all persons entering and/or occupying the Premises at Tenant's request or with Tenant's permission, abide by) all rules and regulations that Landlord may establish from time to time with respect to signs, with respect to the management, safety, care and cleanliness of the Center, and with respect to the common areas, parking areas, driveways, improvements and sidewalks of and around the Center;

(v) Not to bring or permit its customers, guests or invitees to bring pets or animals of any kind into the Premises at any time, whether animal belongs to Tenant or Tenant's customers, guests or invitees, except as required by A.D.A.;

(vi) Not to smoke or permit its customers, guests or invitees to smoke cigarettes, cigars, pipes, or any other smoking device on the Premises at any time;

(vii) To not commit waste upon the Premises;

(viii) To not overload any floor;

(ix) To not use any apparatus, machinery or device in or about the Premises that will cause any substantial noise or vibration or create unreasonable disturbance to any tenants in the Center;

(x) To not attach any locks or similar devices to any door or window without Landlord's prior written consent;

(xi) To not conduct any industrial, manufacturing or processing activity in or on the Premises without the written consent of Landlord;

(xii) To not permit or advertise any fire, stock elimination, liquidation, closing out, bankruptcy or similar sales or promotions in or about the Premises;

(xiii) To not obstruct the sidewalks or parking lot or use them for business or display purposes except as specifically agreed to by Landlord in writing;

(xiv) To not place or permit any radio or television antenna, loud speaker, sound amplifier or other phonographic or similar device on or about the exterior of the Premises or at any place where it may be heard or seen from outside the Premises;

(xv) To not use, operate or install any electrical or mechanical equipment, machinery or mechanical devices in the Premises except with Landlord's prior written consent and then, in accordance with the highest standards applicable to the use, operation or installation of said equipment, machinery or devices generally recognized by the profession or industry in which Tenant is engaged; and

(xvi) To not use any portion of the Premises for or install in the Premises a dance floor.

(c) Tenant covenants and agrees not to use or occupy or suffer or permit said Premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public or government authority or contrary to the provisions of Landlord's hazard insurance policy. If Tenant's use of the Premises causes an increase in the premiums for Landlord's hazard insurance, Tenant shall, on demand, reimburse Landlord for the full amount of any such increase.

(d) Upon the commencement of the term of this Lease, Tenant shall proceed with due dispatch and diligence to open for business at the Premises and shall thereafter continuously, actively and diligently operate its said business in accordance with the provisions of this paragraph 3, in a high-grade and reputable manner, maintaining in the Premises a full staff of employees and a full and complete stock of merchandise, during its hours of operation, as herein defined, throughout the term of this Lease, unless prevented from so doing by force majeure or other contingencies beyond the control of Tenant.

(e) Any and all common areas and facilities in or about the Premises or Center shall be subject to the exclusive control and management of Landlord. Landlord shall have the right to construct, maintain and operate lighting and other improvements on said areas, to change the area, level, location and arrangement of all common areas and facilities and to temporarily close the common areas.

(f) Tenant shall be allowed to use a maximum of 100 square feet on the roof of the Center for the sole purpose of installing and maintaining a small satellite dish (with maximum dimensions of 48 inches) "Dish". Tenant shall comply with the provisions of section 9(b) hereof with regard to the installation of the Dish and no installation shall penetrate the roof without the Landlord's prior written consent. Tenant shall only be allowed to access the Dish upon reasonable notice to and approval by Landlord. Landlord shall be entitled to charge Tenant for costs associated with accessing the Dish and Tenant agrees to pay said charges within ten days of receipt thereof. Other tenants in the Center shall be entitled to use the Dish at their own cost.

Tenant agrees to defend, indemnify, and hold Landlord harmless from and against any and all claims, liabilities and damages arising out of, directly or indirectly, or in any way relating to the installation, maintenance and use of the Dish. Tenant acknowledges and agrees that Landlord, at its sole discretion, has the right to grant other licenses, leases or rights of use, of any kind or nature, to parties other than Tenant

with respect to the roof of the Center. Tenant shall at all times be responsible for the costs of the installation, maintenance and replacement of the Dish. Tenant shall operate the Dish in compliance with industry technical standards and all laws, rules and regulations as set forth by the Municipality of Anchorage or other governmental entities. If during the installation or maintenance of the Dish, Landlord determines that Tenant's activities or the Dish are not safe, pose a hazard, cause an interference or violate any law, rule or regulation, then Tenant shall immediately, upon notice from Landlord, cease its operation of the Dish. At all times that this Lease is in effect, Tenant shall carry and maintain insurance with express riders related to Dish installation, maintenance and use. Upon the expiration or other termination of this Lease, or upon termination of Tenant's right to possession of the Premises, Tenant shall quit and surrender to Landlord the roof premises in good order and repair and shall promptly remove the Dish therefrom and repair any damage caused thereby.

4. Rent. -- Tenant shall pay to Landlord during the term of this Lease as minimum monthly rental for the Premises the following sums:

<u>Months/Year</u>	<u>Rental per month</u>
First 4 month	[REDACTED]
Next 8 months	[REDACTED]
Year 2	[REDACTED]
Year 3	[REDACTED]
Year 4	[REDACTED]
Year 5	[REDACTED]
Year 6	[REDACTED]
Year 7	[REDACTED]
Year 8	[REDACTED]
Year 9	[REDACTED]
Year 10	[REDACTED]

The minimum monthly rental shall be paid in advance on the first day of each calendar month. All rent to be paid by Tenant to Landlord shall be in lawful money of the United States of America and shall be paid without deduction or offset and without prior notice or demand at 2525 Blueberry Rd, Suite 204, Anchorage, Alaska, 99503, unless and until otherwise directed in writing by Landlord. Any rent payment not paid

within ten (10) days of its due date shall be subject to a five percent (5%) late charge. Tenant acknowledges that late payment by Tenant to Landlord of any rent or other sums due under this Lease will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to ascertain. Such costs may include processing and accounting charges and late charges and fees that may be imposed on Landlord by the terms of any financing arrangements Landlord has. Landlord and Tenant hereby agree that such late charge is not a penalty and that it represents a fair and reasonable estimate of the costs that Landlord will incur by reason of such late payment. Additionally, all delinquent rent and other sums Tenant owes Landlord under this Lease shall bear interest at the then legal rate as established by Alaska law and Tenant shall pay such interest to Landlord.

5. Security Deposit. --

(a) As consideration for Landlord's execution of this Lease, Tenant shall, upon Tenant's execution of this Lease, pay Landlord the sum of [REDACTED]. Provided that Tenant goes into possession and opens for business, Landlord shall apply [REDACTED] toward the first full calendar month's minimum rent and Landlord shall retain the remaining sum of [REDACTED] as a deposit to secure the faithful performance by the Tenant of all the terms, covenants, and conditions of this Lease. If Tenant is in default, Landlord can, but is not required to, use the security deposit or any portion of it to cure the default or to compensate Landlord for any damage (including Landlord's own expenses) sustained by Landlord resulting from Tenant's default. Upon demand, Tenant shall then immediately pay to Landlord a sum equal to the portion of the security deposit expended or applied by Landlord so as to restore the security deposit to the amount initially held by Landlord for that purpose. If Tenant is not in default at the expiration or termination of this Lease, Landlord shall return the security deposit to Tenant.

(b) In the event of a bona fide sale of the property of which the Premises are a part, Landlord shall have the right to transfer the security deposit to the purchaser to be held by the purchaser under the terms of this Lease and, in such event, Landlord shall be released from all liability for the return of the security deposit.

(c) Landlord's obligations with respect to the security deposit are those of a debtor and not a trustee, and Landlord can commingle the security deposit with Landlord's general funds. Landlord shall not be required to pay Tenant interest on the deposit.

(d) Tenant may not assign or encumber the money deposited as security, and Landlord shall not be bound by any such assignments or encumbrances.

6. Taxes and Increased Taxes. --

(a) Tenant shall be responsible for and shall pay, before delinquency, all municipal or state taxes assessed and levied during the term of this Lease, or any extended term, against its leasehold interest or personal property, owned by or placed in, upon or about the Premises by the Tenant.

(b) Tenant shall pay to Landlord, as additional rent, a pro rata share of all real estate taxes, if any, that are in excess of the amount of taxes levied against the Center and its common areas and parking areas during the Base Year 2010. Landlord agrees to provide the Base Year tax information, with adjustments, promptly after such information is received from the Municipality. Tenant's pro rata share of the excess real estate taxes shall be paid or reimbursed by Tenant to Landlord in annual or other periodic payments promptly after the date on which Landlord has paid or ascertained the amount of excess taxes due. If Landlord has not notified Tenant of the amount of the excess taxes prior to the expiration of six months after Landlord has sufficient information to ascertain the amount, then Landlord shall be deemed to have waived its right to collect excess taxes for the subject year.

(c) Tenant's pro rata share of excess real estate taxes under subsection 6(b) shall be computed on a square-foot basis with the square feet of the Premises being compared to the Net Rentable Area of the Center. The parties agree that the Net Rentable Area of the Center is 15,407 square feet and that the Premises have 3,962 square feet. Tenant's calculated percentage is 25.7%.

7. Utilities/Services. --

(a) Tenant covenants and agrees to arrange with the appropriate utility and pay for gas, electricity, janitorial, and telephone service to the Premises. Gas and electric shall be separately metered for the Premises.

(b) Landlord shall install a flow meter to measure the volume of water consumed at the Premises, and Landlord shall have access to read said meter on a monthly basis. Landlord shall bill Tenant in arrears for the cost of the actual consumption of water at the Premises on a monthly basis based on the gallons of water consumed and the billings received by Landlord from AWWU. Landlord shall also bill Tenant in arrears for its pro rata share of sewer charges applicable to the Premises on a monthly basis. Tenant's pro rata share shall be calculated each month by determining the cost of the sewer charges on a per gallon of water basis based upon the monthly billing received by Landlord from AWWU and multiplying that by the gallons of water consumed at the Premises for that month. The monthly bill received from AWWU which includes the day the meter was read will be used to calculate the sewer charges. All such billings for water and sewer charges shall be paid by Tenant within ten (10) days.

After the first full year of the Lease and for each year thereafter, Landlord shall determine the average monthly charge to Tenant for water and sewer charges at the Premises for the previous year and shall bill Tenant each month for the following year based upon that average. At the end of each year, the actual costs of water and sewer usage at the Premises shall be determined and a reconciliation will be made. If the amount that Tenant paid Landlord is less than the amount of the actual costs of water and sewer usage at the Premises, Tenant shall pay Landlord the difference within ten (10) days of receipt of the reconciliation, and if Landlord has received more money than it was entitled to, it shall refund the overage to Tenant within ten (10) days after completion of the reconciliation.

(c) Landlord will provide common area lighting, parking lot sweeping and snow removal, and landscape and ground maintenance, at no additional charge to Tenant. In no event shall Landlord be liable for an interruption or failure in the supply of any such utilities or services to the Premises. Landlord shall not be liable under any circumstances for loss of or injury to persons or property, however occurring, through or in connection with or incidental to the furnishing of the foregoing; nor shall such failure relieve Tenant from the duty to pay the full amount of rent therein or constitute or be construed as a constructive eviction of Tenant.

(d) Landlord shall provide building standard refuse service consistent with office/retail space, which currently consists of one dumpster with pick-up service on Monday, Wednesday and Friday. Tenant covenants and agrees that the refuse service is intended for building generated refuse only. No "off-site" refuse disposal will be

permitted. If Landlord reasonably determines that additional pick-up service for the existing dumpster or a second dumpster is needed for the Center due to Tenant's use of the Premises, the cost of such additional pick-up service and/or providing the second dumpster shall be borne by Tenant.

(e) Failure to pay utility charges when due shall constitute a default under this Lease. In the event that Tenant defaults on payment of a utility bill or bill from Landlord for utilities, in addition to any other remedy that Landlord may have, Landlord has the right, at its option, to pay the delinquent charge and invoice the same to Tenant. Any amounts so paid by Landlord shall be payable by tenant within five (5) days after invoice by Landlord and shall bear interest at the maximum rate allowable by law.

(f) Tenant's responsibility for utilities shall commence when the term of the Lease commences.

8. Parking. --

(a) Landlord agrees to provide, during the term of this Lease, a parking area for the Center that meets the minimum applicable requirements of the Municipality of Anchorage zoning ordinances. Tenant acknowledges and understands that the limitations on the use of the Premises contained herein are necessary to comply with applicable parking requirements and Tenant must adhere to those limitations. Landlord may make changes in the parking layout from time to time without any obligation to compensate Tenant therefor.

(b) No charge shall be made for vehicle parking.

(c) Landlord shall have the right to close, from time to time, any or all portions of the parking area or areas to such extent as may, in the opinion of Landlord's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights therein to any person or to the public.

(d) Tenant agrees to cause its employees to park only in such places as provided and designated by Landlord for employee parking.

(e) Tenant agrees to abide by all reasonable rules and regulations Landlord may from time to time promulgate relating to the use of the parking areas.

9. Alterations. --

(a) Acceptance of Premises. -- Tenant hereby acknowledges that Tenant has inspected the Premises and accepts them in their current AS IS condition. Landlord shall not be obligated to construct, install or make any improvements, additions, alterations or changes to the Premises. Tenant acknowledges and understands that the existing tenant in the Premises is entitled to remove trade fixtures, appliances and equipment presently located in the Premises, including but not limited to the walk-in-freezer cooler, hood system and corian bar, and that the existing tenant may or may not remove those items from the Premises. Tenant is not relying upon receiving, or expecting the Premises to contain or not contain, any of those items.

(b) Alterations by Tenant. -- Tenant shall not make any alterations, additions or improvements in or to the Premises without the prior written consent of Landlord, which consent may be subject to such conditions as Landlord may deem appropriate. Any such alterations, additions or improvements consented to by Landlord shall be made at Tenant's sole cost and expense, shall be completed with due diligence in compliance with plans and specifications approved by Landlord, and shall be performed in a manner which will not interfere with the quiet enjoyment of the other tenants of the Center. Tenant shall secure any and all governmental permits, approvals or authorizations required in connection with any such work, and shall defend and hold Landlord harmless from any and all liability, costs, damages, expenses (including attorney's fees) and any and all liens resulting therefrom. All alterations, additions and improvements (and expressly including all light fixtures and floor coverings), except trade fixtures, appliances and equipment that do not become a part of the Premises, shall immediately become the property of Landlord without any obligation to pay therefor. Upon the expiration or sooner termination of this Lease, Tenant shall, upon written demand by Landlord, given at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall forthwith and with all due diligence at its sole cost and expense, repair any damage to the Premises caused by such removal.

10. Maintenance of Premises. -- Tenant shall at all times throughout the Lease term at its sole cost and expense keep the Premises (including exterior doors and

entrances, all windows and moldings and trim of all doors and windows) and all partitions, door surfaces, fixtures, and appurtenances thereof (including lighting and plumbing fixtures and all restaurant equipment and fixtures) within the Premises in good order, condition and repair, damage by unavoidable casualty excepted (but not excluding damage from burglary or attempted burglary of the Premises). Without limiting the generalities thereof, Tenant shall keep the interior glass of all windows and doors clean and presentable; replace immediately all broken interior glass in the Premises; keep all plumbing clean and in good state of repair including pipes, drains, toilets, faucets, basins and those portions of the heating and air conditioning system within the walls of the Premises; perform or pay for the performance of all minor plumbing repairs in the Premises including drain clearing and cleaning, toilet malfunctions, and faucet and water line drips and leaks; replace as necessary all water heaters servicing the Premises; replace as necessary all light bulbs, light tubes and light ballasts in the Premises; and maintain and replace the ceiling tiles and ceiling supports in the Premises.

If Tenant fails to keep and preserve the Premises as set forth above, Landlord may, at its option, put or cause the same to be put in the condition and state of repair agreed upon and in such case, upon receipt of written statements from Landlord, Tenant shall promptly pay the entire cost thereof as additional rent. Landlord shall have the right, without liability, to enter the Premises for the purpose of making such repairs upon the failure of Tenant to do so.

Tenant agrees that it will not go onto the roof of the Center without Landlord's prior written consent, and Tenant will not authorize any person to go onto the roof of the Center without Landlord's prior written consent. Tenant acknowledges and agrees that Landlord's consent will be given only upon Landlord's satisfaction that any repairs necessitated as a result of Tenant's action will be made by Tenant at Tenant's expense and will be made in such a manner so as not to invalidate any guarantee relating to the roof.

Tenant shall be responsible for ensuring that the ventilation system for the Premises meets all applicable laws and codes and that any odors coming from the Premises do not negatively effect any other tenants at the Denali Retail Center, 3210 Denali Street, Anchorage, Alaska. Landlord agrees to be responsible for the costs of maintaining and repairing the rooftop heating, ventilation and air conditioning (HVAC) units and equipment to building standard for office/retail use. Tenant agrees to be

responsible for the costs of maintaining and repairing the rooftop heating, ventilation and air conditioning (HVAC) units and equipment if the need for HVAC maintenance and repair has been caused by Tenant's use of the Premises as a restaurant, Tenant's acts or omissions, or is attributable to damage resulting from Tenant's business, Tenant shall reimburse Landlord for the costs thereof and reimbursement shall be made promptly after Landlord has invoiced Tenant for such costs.

Landlord shall keep the roof, exterior walls (including exterior glass and doors), foundations and building structure of the Premises and the Center in a good state of repair, and shall accomplish such repairs as may be needed promptly after receipt of written notice from Tenant. Should such repairs be required by reason of Tenant's acts or failure to act, or the acts or failure to act of Tenant's employees or business invitees, Tenant shall promptly pay Landlord for the cost thereof as additional rent. Tenant shall immediately inform Landlord of any necessary repairs and Tenant shall make none of such repairs without Landlord's prior written consent.

Landlord shall not be liable for any failure to make any such repairs or to perform any maintenance required of Landlord hereunder unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Except as otherwise specifically provided herein, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business or property arising from the making of any repairs, alterations or improvements in or to any portion of the Premises, or the Center of which the Premises are a part, or in or to fixtures, appurtenance and equipment therein. Landlord shall not be liable to Tenant or to those claiming by, through or under Tenant for any loss or damage that may arise from acts or omissions of other tenants or persons occupying other portions of the Center. Landlord shall not be liable to Tenant or any person for any injury, death, loss, property damage (including damage to merchandise, inventory or fixtures) or other damage that is caused by any defect in the Premises or Center or by the surrounding area or by any equipment, machinery, utilities, appliances, apparatus in on or about the Premises, the Center or the surrounding area or is caused by the bursting, breakage, leaking or overflow of any water, gas, sewer or steam pipe or by theft, or by act of any third party.

11. Surrender of Premises. – At the expiration or sooner termination of this Lease, Tenant shall return the Premises to Landlord in the same condition in which received (or, if altered by Landlord or by Tenant with the Landlord's consent, then the

Premises shall be returned in such altered condition), reasonable wear and tear excepted. Tenant shall, at its own expense, have the Premises professionally cleaned, including without limitation the carpet, fixtures, walls and glass, at the termination or expiration of this Lease. Tenant shall remove all trade fixtures, appliances and equipment that have not become a part of the Premises and all alterations that Landlord designates to be removed and Tenant shall restore the Premises to the condition they were in prior to the installation of said items. Tenant's obligation to perform this covenant shall survive the expiration or termination of this Lease. In the event Tenant fails to fulfill the requirements of this Section 11, Tenant shall be liable to Landlord for Landlord's costs for storage, removal and disposal of Tenant's personal property, fixtures, appliances and equipment.

12. Indemnification. -- Tenant agrees to protect, defend, indemnify, and save harmless Landlord from and against any and all claims, demands and causes of action of any nature whatsoever, and any expenses incident to defense of and by Landlord therefrom, for injury to or death of persons or loss of or damage to property occurring on or about the Premises and/or Center, or in any manner arising out of Tenant's use and occupation of the Premises and/or Center, or the condition thereof, during the term of this Lease. Tenant shall procure and maintain public liability insurance on an occurrence basis with minimum limits of liability in an amount of [REDACTED] for bodily injury, personal injury or death to any one or more persons, and [REDACTED] with respect to damage to property. However, Lessor may reasonably require that these limits be increased during the term of this Lease in accordance with customary standards to cover adequately the risks involved for the type of business being operated on the Premises. The insurance policy shall be issued by companies authorized to do business in Alaska and shall name Landlord as an additional insured. The policy shall also provide that it may not be canceled or reduced except upon ten (10) days' prior written notice to Landlord. Tenant shall furnish copies of certificates evidencing insurance coverage of the Premises to Landlord upon demand, and if there is no demand, with the first monthly rental payment of every calendar year.

Tenant's obligation to procure and maintain public liability insurance is not in derogation of, or in substitution for, Tenant's obligation to protect, defend, indemnify, and save Landlord harmless under this provision, it being understood that Tenant's

obligation is not dependent upon or limited to the amount or availability of insurance proceeds.

13. Hazard Insurance. — Landlord has procured and will maintain fire and extended insurance insuring the interest of Landlord in the Premises. Tenant, if it desires hazard insurance coverage of Tenant's interest in the Premises, and coverage of Tenant's personal property, merchandise, inventory, and fixtures and the personal property of others located on the Premises, shall be responsible for procuring and maintaining such insurance coverage at Tenant's expense. It is not the intent of either party to this Lease to make the other party an additional insured, an implied co-insured, or a third-party beneficiary insured, of the insurance coverage of the other party under this Section 13 of this Lease.

14. Liens. — Tenant will not permit any mechanics', laborers' or materialmen's liens to stand against the Premises or improvements for any labor or materials furnished to Tenant or claimed to have been furnished to Tenant or to Tenant's agents, contractors, or sublessees, in connection with work of any character performed or claimed to have been performed on said Premises or improvements by or at the direction or sufferance of Tenant; provided, however, that Tenant shall have the right to contest the validity or amount of any such lien or claimed lien. In the event of such contest, Tenant shall give to Landlord reasonable security as may be demanded by Landlord to insure payment thereof and prevent any sale, foreclosure or forfeiture of the Premises or improvements by reason of such nonpayment. Such security need not exceed one and one-half times the amount of such lien or such claim of lien or Tenant may record the bond contemplated by Section 34.35.072, Alaska Statutes. Tenant will immediately pay any judgment rendered with all proper costs and charges and shall have such lien released or judgment satisfied at Tenant's own expense.

15. Condemnation. — If all of the Premises or such portions of the Center as may be required for the reasonable use of the Premises, are taken by eminent domain, this Lease shall automatically terminate as of the date Tenant is required to vacate the Premises and all rentals shall be paid to that date. In case of a taking of a part of the Premises, or a portion of the Center not required for the reasonable use of the Premises, then this Lease shall continue in full force and effect and the rental shall be equitably reduced based on the proportion by which the floor area of the Premises is reduced, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority. Landlord reserves all rights to damages to the

Premises for any right taking by eminent domain, and Tenant hereby assigns to Landlord any right Tenant may have to such damages or award, and Tenant shall make no claim against Landlord for damages for termination of the leasehold interest or interference with Tenant's business. Tenant shall have the right, however, to claim and recover from the condemning authority compensation for any loss to which Tenant may be put for Tenant's moving expenses and for the interruption of or damage to Tenant's business, provided that such damages may be claimed only if they are awarded separately in the eminent domain proceeding and not as part of the damages recoverable by Landlord.

16. Quiet Enjoyment. -- Provided Tenant is not in default hereunder, Landlord covenants that Tenant shall have peaceful and quiet enjoyment of the Premises without hindrance on the part of the Landlord, and that Landlord will warrant and defend Tenant in the peaceful and quiet enjoyment of the Premises.

17. Notices. -- Any notice, request or demand required or permitted hereunder shall be deemed effective when delivered personally, or three (3) days after it is sent by certified or registered mail, postage prepaid, to the following addresses:

Landlord: Calais Company, Inc.
c/o Frampton & Opinsky, LLC
2525 Blueberry Road, Suite 204
Anchorage, AK 99503

Tenant: Haute Quarter Grill, Inc.
Alex and Lynn Perez
3210 Denali Street, Suite 8
Anchorage, AK 99503

18. Default. -- Tenant shall be in default under this Lease if, at any time during the term of this Lease, (and regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings, in law, in equity or before any administrative tribunal, which have or might have the effect of preventing Tenant from complying with the terms of this Lease)

(a) Tenant fails to make payment of any installment of rent or of any other sum herein specified to be paid by Tenant, and Tenant fails to cure such nonpayment within seven (7) days after written notice thereof from Landlord to Tenant;

(b) Tenant fails to observe or perform any of Tenant's other covenants, agreements or obligations hereunder, and Tenant does not cure said failure within ten (10) days after written notice thereof from Landlord to Tenant;

(c) Tenant violates any of the provisions contained in Section 3 of this Lease entitled "Use of Premises", including but not limited to, exceeding the allowable number of seats in the Premises and/or deviating from the allowable hours of operation; or

(d) Tenant files a Petition for an Arrangement or for Relief under Chapter 11 of the Bankruptcy Code, 11 U.S.C. § 101, et seq., or Tenant --

(i) is, without further possibility of appeal or review, adjudicated a bankrupt or insolvent; or

(ii) has a receiver or a Trustee appointed for all or substantially all of its business or assets on the ground of Tenant's insolvency; or

(iii) has itself appointed as debtor-in-possession in a proceeding for a reorganization or an arrangement; or

(iv) files a petition, or a petition is filed, seeking any relief under the Bankruptcy Code of the United States, or any other act of the United States or any state having the same general purposes; or

(v) makes an assignment for the benefit of its creditors.

In the event of a default involving a violation of Section 3 of this Lease, in addition to all other remedies available to Landlord, Landlord shall be entitled to take all reasonable and necessary actions to immediately remedy the default, including but not limited to, closing all or a portion of the Premises, removing seats, and/or removing the Dish. In the event of such a default, Tenant authorizes Landlord to enter the Premises without notice to cure the default.

In the event of any default, Landlord shall have the option to terminate this Lease or terminate Tenant's right to possession of the Premises, without terminating this Lease. Upon such termination of this Lease or termination of Tenant's right to possession of the Premises, Tenant hereby covenants to peaceably and quietly yield up and surrender to Landlord the Premises and all structures, building, improvements and

equipment located thereon, and to execute and deliver to Landlord such instrument or instruments as shall be required by Landlord as will properly evidence termination of Tenant's rights hereunder or its interest therein.

Upon the termination of this Lease or termination of Tenant's right to possession of the Premises, Landlord shall have the right to repossess the Premises and such structures, buildings, improvements and equipment, either without the process of law or through any form of suit or proceeding, as well as the right to sue for and recover all rents and other sums accrued up to the time of such termination, and damages arising out of any breach on the part of Tenant, including Landlord's expenses of reletting the Premises, Landlord's costs of repairing, redecorating or altering the Premises for a new tenant, and damages for rent not then accrued. Landlord shall also have the right, without resuming possession of the Premises or terminating this Lease, to sue for and recover all rents and other sums, including damages, at any time and from time to time accruing hereunder.

19. Costs Upon Default. -- In the event either party shall be in default in the performance of any of its obligations under this Lease and an action shall be brought for the enforcement thereof, the defaulting party shall pay to the other all the expenses incurred therefor, including a reasonable attorney's fee.

In the event either party shall without fault on its part be made a party to any litigation commenced by or against the other, then such other party shall pay all costs and reasonable attorney's fees incurred or paid by such party in connection with such litigation.

20. Rights or Remedies. -- Except insofar as this is inconsistent with or contrary to any provision of this Lease, no right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

21. Waiver and Forbearance. -- Except to the extent that Landlord may have otherwise agreed in writing, no waiver by Landlord of any breach by Tenant of any of its obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or any other covenant, agreement or obligation. Nor

shall any forbearance by Landlord to seek a remedy for any breach of Tenant be deemed a waiver by Landlord of its rights or remedies with respect to such breach.

22. Inspection and Notices. -- Landlord and Landlord's employees and agents shall at all reasonable times during Tenant's business hours have access to the Premises for the purpose of inspecting repairing, altering, and/or improving the Premises and/or Building and for the purpose of posting notices of non-responsibility for liens. Landlord shall not unreasonably interfere with Tenant's use of the Premises. Nothing contained herein shall be deemed to impose any obligation on Landlord not expressly stated elsewhere in this Lease. Landlord shall further have the right to enter the Premises during normal business hours for the purpose of showing the Premises to prospective purchasers of the Building and during the six months prior to the expiration or sooner termination of this Lease, Landlord shall have the right to enter the Premises during normal business hours to show the Premises to prospective tenants. Not more than ninety (90) days prior to the end of the term hereof, Landlord may post a "For Rent" or "For Lease" sign in the Premises.

23. Successors in Interest. -- This Lease shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties hereto.

24. Assignment or Subletting. -- Tenant must not sublet the Premises, or any part thereof, or assign this Lease, or any part thereof, without the prior written consent of Landlord to such subletting or assignment. Such consent shall not be unreasonably withheld. Any assignment or subletting without Landlord's written consent shall be absolutely void, not just voidable, and, at Landlord's election, shall constitute a default. If Tenant is a partnership, a withdrawal or change, voluntary or involuntary or by operation of law, of any partner, or the dissolution of the partnership, shall be deemed a voluntary assignment. If Tenant is a corporation, any dissolution, merger, consolidation or other reorganization of Tenant, or sale or transfer of a controlling percentage of the capital stock of Tenant (51% of the outstanding shares), or the sale of at least fifty-one percent (51%) of the value of the assets of Tenant shall be deemed a voluntary assignment.

If Tenant requests Landlord to consent to a proposed assignment or subletting, Tenant shall reimburse Landlord, whether or not consent is ultimately given, for any legal fees or other expenses Landlord incurs in connection with such request.

25. Destruction of Premises or Center. -- If the Premises shall be destroyed or rendered untenable, either wholly or in part, by fire or other casualty, Landlord may, at its option, restore the Premises to their previous condition, and in the meantime the monthly rent shall be abated in the same proportion as the untenable portion of the Premises bears to the whole thereof; but unless Landlord, within thirty (30) days after the happening of any such casualty, shall notify Tenant of its election to so restore the Premises, this Lease shall thereupon terminate and end. If Landlord elects to restore the Premises under this Section, Landlord must do so within a reasonable time not to exceed ten (10) months of the notice of its intention to so restore.

If the Center of which the Premises are a part shall be destroyed or damaged by fire or other casualty insured against under Landlord's fire and extended coverage insurance policy to the extent that more than fifty percent (50%) thereof is rendered untenable, or in the case the Center of which the Premises is a part shall be materially destroyed or damaged by any other casualty other than those covered by such insurance policy, notwithstanding that the Premises may be unaffected directly by such destruction or damage, Landlord may, at its election, terminate this Lease by notice in writing to Tenant within sixty (60) days after such destruction or damage. Such notice shall be effective thirty (30) days after receipt thereof by Tenant.

26. Subordination and Nondisturbance Agreement. -- This Lease shall be subject and subordinate to the lien of any present or future mortgage or mortgages upon the Premises or any property of which the Premises are a part, irrespective of the time of execution or the time of recording of any such mortgage or mortgages, provided that the holders of such mortgages shall enter into written agreements with Tenant to the effect that in the event of foreclosure or other action taken under any mortgage by the holders thereof, this Lease and the rights of Tenant hereunder, including, but not limited to, the license of Tenant to use the parking areas, access roads and other common areas and facilities and other appurtenances to the Premises, shall not be disturbed, but shall continue in full force and effect so long as Tenant shall not be in default hereunder. The word "mortgage" as used herein includes mortgages, deeds of trust or other similar instruments, and modifications, extensions, renewals and replacements thereof, and any and all advances thereunder.

27. Holding Over. -- If Tenant shall, with or without the consent of Landlord or Landlord's agent, hold over after the expiration of the terms of this Lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy

may be terminated as provided by the laws of the State of Alaska. During such tenancy, Tenant agrees to pay to the Landlord rent equal to one hundred twenty percent (125%) of the current rent as set forth herein, unless a different rate is agreed upon, and to be bound by all of the terms, covenants and conditions as herein specified, as far as applicable.

28. Tax on Rentals. — If any governmental authority shall in any manner levy a tax on rental payable under this Lease or rentals accruing from use of property, or a tax in any form against Landlord measured by income derived from the leasing or rental of the Center, such tax shall be paid by Tenant either directly or through Landlord; provided, however, that Tenant shall not be liable to pay any net income tax imposed on Landlord.

29. Advertising. Signage. — Tenant shall not post, place or in any manner display any sign, notice, picture, placard or poster, or other advertising matter whatsoever, anywhere in or about the Premises or the Center at places visible (either directly or indirectly as an outline or shadow on a glass pane), from anywhere outside the Premises without first obtaining Landlord's written consent. Any consent by Landlord shall be upon the understanding and condition that any approved signage will be at Tenant's sole cost and expense, Tenant will remove the same at the expiration or sooner termination of this Lease and Tenant shall repair any damage to the Premises or the Center resulting from the signage or its removal. Tenant shall comply with all ordinances of the Municipality of Anchorage with respect to any authorized signage.

30. Estoppel Certificates. — Tenant shall, from time to time, within thirty (30) days of Landlord's written request, execute, acknowledge and deliver to Landlord or its designee a written statement stating: the date this Lease was executed and the date it expires; the date Tenant entered into occupancy of the Premises; the amount of minimum monthly rental and the date to which such rental has been paid; and certifying: that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way (or specifying the date of agreement so affecting this Lease); that this Lease represents the entire agreement between the parties as to this leasing; that, to Tenant's knowledge, all conditions under this Lease to be performed by the Landlord have been satisfied, including, but without limitation, all co-tenancy requirements; that, to Tenant's knowledge, all required contributions by Landlord to Tenant on account of Tenant's improvements have been received; that on this date Tenant has no knowledge of any existing defenses or offsets which the Tenant

has against the enforcement of this lease by the Landlord; that no rental has been paid in advance; and that no security has been deposited with Landlord (or, if so, the amount thereof). The parties intend that a prospective purchaser of Landlord's interest, a mortgagee of Landlord's interest, or an assignee of a mortgage upon Landlord's interest in the Center may rely upon a statement delivered pursuant to this Section. If Tenant shall fail to respond within thirty (30) days after receipt by Tenant of a written request from Landlord as herein provided, Tenant shall be deemed to have given such statement as above provided without modification, and shall be deemed to have admitted the accuracy of any information supplied by Landlord with regard to the commencement and expiration date of this Lease, the date Tenant entered into occupancy of the Premises, the amount of Tenant's monthly rental, and the date to which such rent has been paid.

31. Americans With Disabilities Act. -- Landlord and Tenant agree that as allowed by 28 C.F.R. 36.201(b), Tenant shall be responsible for all compliance responsibility under the Americans with Disabilities Act (42 U.S.C. 12101 et. seq.) related to Tenant's use and occupancy of the Premises. Tenant agrees to indemnify and hold Landlord harmless from any claim, demand action or liability, either by a private person or a governmental entity, under said Act due to failure to comply with the terms of said Act. The provisions of this paragraph shall survive termination of this Lease.

32. Hazardous Waste. --

(a) Tenant shall not store, use, or dispose of any Hazardous Materials in, on, or about the Premises and/or Center except in accordance with all city, state and federal laws and regulations. For purposes of this section, "Hazardous Materials" means oil, petroleum, petroleum products or byproducts and any substance, waste or material defined or designated as hazardous or toxic by any applicable federal, state or local statute, regulation or ordinance or determined by federal, state or local governmental authority to be capable of posing a risk of injury to health, safety or property. Landlord shall have the right, but not the obligation, to inspect the Premises regarding Tenant's compliance with this section.

(b) Tenant shall be responsible for payment of any and all clean-up costs arising from any contamination of the Premises due to the acts or omissions of Tenant, its officers, agents or employees. In the event that Tenant fails to comply with

any law, regulation or ordinance or any governmental order for clean-up, Landlord may, at its option, cure Tenant's default and all costs incurred by Landlord in doing so (including reasonable attorney's fees) shall be deemed additional rent hereunder and Tenant shall pay said costs within ten (10) days of Landlord's demand.

(c) Tenant shall indemnify, defend and hold Landlord harmless from and against any and all losses, fines, damages, clean-up expenses, penalties, and claims of every kind to the extent that the same result from or are related to Tenant's violation of this Section.

(d) This Section and the parties' obligations hereunder shall survive the termination or expiration of this Lease.

33. Licensee Relationship. -- For purposes of this Lease Agreement, Chad Frampton with Frampton and Opinsky, LLC is exclusively representing the Landlord.

34. General. --

(a) The title to sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof. This Lease shall be construed and governed by the laws of the State of Alaska.

(b) Time is of the essence under this Lease.

(c) Each party represents and warrants to the other party that except as set forth in paragraph 33 herein, it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease and each party shall indemnify the other party against any loss, cost, liability or expense incurred by the non-indemnifying party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of the indemnifying party.

(d) This Lease together with Exhibit A (Floor Plan), Exhibit B (Seating and Closed Area Diagram) and Exhibit C (Rules and Regulations) contains all covenants and agreements between Landlord and Tenant relating in any manner to the rental, use and occupancy of the Premises and Tenant's use of the Center and other matters set forth in this Lease. All negotiations statements, representations, warranties and assurances, whether oral or written, which are in any way related to the subject

matter of this Lease and the performance of the parties hereto are merged and integrated into this Lease. The covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by Landlord and Tenant. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

(e) If a party to this Lease shall be prevented or delayed from performing any of its obligations under this Lease by reason of acts of war, labor unrest (including strikes and lockouts), shipping, manufacturing or contractor delays, acts of God or acts of governmental authorities, including court orders or other similar causes, and which conditions cannot be overcome by such party through the exercise of normal means and at a reasonable expense, then such failure to perform shall not be deemed a breach or default under this Lease, and the requirement to perform the obligation shall be suspended during such period of disability; provided, however, that nothing herein shall extend the time for making any payments of rent or other amounts owing hereunder.

(f) If Tenant is a corporation, Tenant shall deliver to Landlord on execution of this Lease a certified copy of a resolution of its Board of Directors authorizing the execution of this Lease and naming the officers that are authorized to execute this Lease on behalf of the corporation.

(g) It is understood and agreed that this Lease shall not be binding unless and until all parties have signed it.

(h) This Lease may not be modified nor amended except by a writing signed by both parties hereto, and any purported amendment or modification is without effect until reduced to a writing signed by both parties hereto.

36. Contingencies. This Lease is contingent upon and the term of this Lease shall not commence until 1) Landlord has entered into a cross-parking agreement with the owner of Denali Center II which agreement is approved by the Municipality of Anchorage and meets the Municipality of Anchorage's requirements for parking assuming the use of the Premises as set forth in this Lease; 2) Tenant has successfully transferred a beverage dispensary liquor license to the Premises; and 3) Landlord has evicted the existing tenant at the Premises or the existing tenant has vacated the

Premises. Upon completion of these three items, the term of the Lease shall commence. If any of these three items are not completed by the 1st day of November, 2010, this Lease shall be null and void and neither party shall have any liability to the other as a result thereof.

N WITNESS WHEREOF, the parties have hereunto set their hand and seals the day and year first hereinabove written.

LANDLORD

CALAIS COMPANY, INC.

By: [Signature]
John P. McManamin
Its: Secretary

TENANT

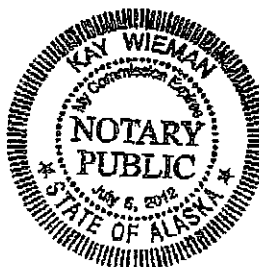
HAUTE QUARTER GRILL, INC

By: [Signature]
Lynn Perez
Its: President

By: [Signature]
Alex Perez III
Its: Secretary

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 10th day of August, 2010, by JOHN P. McMANAMIN, Secretary of CALAIS COMPANY, INC., an Alaska corporation, on behalf of the corporation.


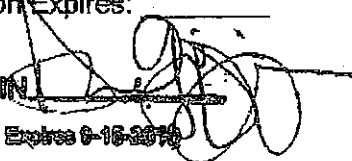


Kay Wieman
Notary Public in and for Alaska
My Commission Expires: 7/5/12

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 6 day of August, 2010, by Lynn Perez and Alex Perez III, President and Secretary respectively, of HAUTE QUARTER GRILL, INC., an Alaska corporation, on behalf of the corporation.

NOTARY PUBLIC
SUE GRIFFIN
STATE OF ALASKA


Notary Public in and for Alaska
My Commission Expires:

SUE GRIFFIN
My Commission Expires 6-16-2010

SECOND AMENDMENT TO LEASE

THIS First Amendment to Lease is made and entered into this 23rd day of March, 2011, and is effective the 23rd day of March 2011 by and between CALAIS COMPANY, INC., an Alaska Corporation ("Landlord"), and HAUTE QUARTER GRILL, INC., an Alaska Corporation ("Tenant").

WHEREAS, Pursuant to the Lease Agreement dated August 16, 2010, Landlord currently leases to Tenant the improved real property (the "Premises") located in Anchorage, Alaska and legally described as follows:

RETAIL SUITE NO. 7, and 8 located at the Denali Retail Center III (the "Center"), 3210 Denali Street, consisting of approximately 3,962 square feet of floor space in the Center; the Center being situated on the following real property:

Tract D-11G, CALAIS SUBDIVISION, according to the official plat thereof.

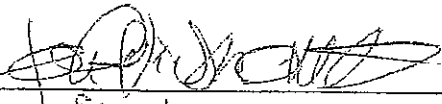
WHEREAS, Landlord and Tenant wish to amend the Lease.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, Landlord and Tenant agree as follows:

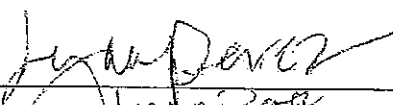
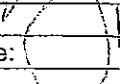
1. Conditional Use Application. Both parties agree that any cost or condition applied by the Anchorage Assembly as a result of the Application for Conditional Use for Retail Sale of Alcoholic Beverages or actual sales of alcoholic beverages at the Premises shall be the Tenant's responsibility to pay and/or satisfy. Further, if any condition is imposed which only Landlord can satisfy, Tenant agrees to reimburse Landlord for all costs associated therewith, such reimbursement to be made within 3 days of request therefor. Both parties agree that the word "bar" shall not be used in the name of the restaurant located at 3210 Denali, Suite 7 and 8 for which Landlord has agreed to sign the Application for Conditional Use for Retail Sale of Alcoholic Beverages.
2. No Other Changes: All other provisions of said Lease shall remain the same and shall continue in full force and effect.

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

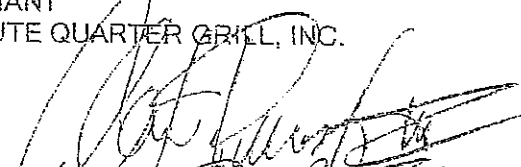
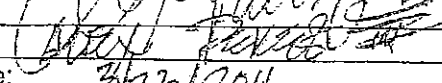
LANDLORD
CALAIS COMPANY, INC.

By: 
Its: Secretary
Date: 3-23-11

TENANT
HAUTE QUARTER GRILL, INC.

By: 
Its: 
Date: 3/23/2011

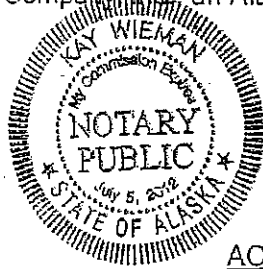
TENANT
HAUTE QUARTER GRILL, INC.

By: 
Its: 
Date: 3/23/2011

ACKNOWLEDGMENT

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 23rd
day of March 2011, by John P. McMahon, Jr. Secretary of
the Calais Company, Inc., an Alaska corporation, on behalf of the corporation.

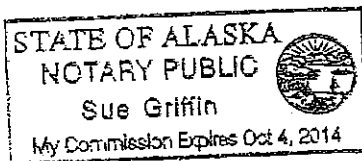


Kay Wieman
Notary Public in and for Alaska
My commission expires: 7/5/2012

ACKNOWLEDGMENT

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 23rd
day of March 2011 by Yanni Perez, of Haute Quarter Grill,
Inc., an Alaska Limited Liability Company, on behalf of the company.

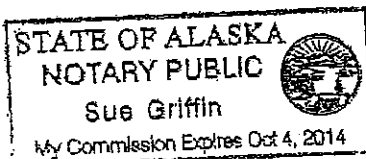


[Signature]
Notary Public in and for Alaska
My commission expires: 10/04/2014

ACKNOWLEDGMENT

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 23rd
day of March 2011 by Yanni Perez, III, of Haute Quarter Grill,
Inc., an Alaska Limited Liability Company, on behalf of the company.



[Signature]
Notary Public in and for Alaska
My commission expires: 10/04/2014

W

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2010-061506-0

Recording Dist: 301 - Anchorage
11/18/2010 11:23 AM Pages: 1 of 7



AGREEMENT TO PROVIDE SHARED PARKING FOR MULTIPLE USES
ON SEPARATE PARCELS

The Municipality of Anchorage (hereinafter the "Municipality") and _____
Calais Co, Inc.
(hereinafter the "Owner(s)") and Calais Co, Inc.
_____ (hereinafter the "Neighbor(s)") enter into the following
AGREEMENT TO PROVIDE SHARED PARKING FOR MULTIPLE USES ON
SEPARATE PARCELS (hereinafter "this Agreement") which shall become effective on the
date the Agreement is fully executed. This Agreement shall run with the land and shall be
binding on the Owner(s) and Neighbor(s) and their heirs, successors, and assigns.

The Owner(s) is/are a(n) Calais Co, Inc.,
and John McManamin _____ execute(s) this
Agreement on behalf of the Owner(s) in the capacity of Secretary and
warrant(s) he/she/they has/have authority to execute this Agreement on behalf of the
Owner(s).

The Neighbor(s) is/are a(n) Calais Co, Inc.,
and John McManamin _____ execute(s) this
Agreement on behalf of the Neighbor(s) in the capacity of Secretary and
warrant(s) he/she/they has/have authority to execute this Agreement on behalf of the
Neighbor(s).

The Owner(s) own(s) a parcel of real property described as: TRACT D-11G,
Calais Subdivision, Parcel 009-051-11-000, 3210 Denali Street. per
plat 99-137, located in the Anchorage Recording District, Third Judicial District, State of
Alaska, shown on the map attached hereto as Appendix A.

The Neighbor(s) own(s) an adjacent parcel of real property described as: _____
TRACT D-11F, Calais Subdivision, Parcel 009-041-17-000, 3120 Denali Street. per
plat 99-137, located in the Anchorage Recording District, Third Judicial District, State of
Alaska, shown on the map attached hereto as Appendix A.

The abovementioned parcels (hereinafter "the subject parcels") are developed with multiple principal uses as defined and regulated by the Anchorage Municipal Code. The uses on the subject parcels are:

Use #1: Retail/Office & Medical Office

Location: 3120 Denali Street, Anchorage, Alaska (Denali Center II)

Hours of operation: 7:00 a.m. to 7:00 p.m.

Basis of parking requirement: 13,336 sf Retail Office (1/300 sf) and 2,140 sf Medical Office (1/250 sf)

Number of required parking spaces (considered separately): 53

Use #2: Retail/Office & Medical Office

Location: 3210 Denali Street, Anchorage, Alaska (Denali Center III)

Hours of operation: 7:00 a.m. to 7:00 p.m.

Basis of parking requirement: 7,632 sf Retail Office (1/300 sf) and 4,435 sf Medical Office (1/250 sf)

Number of required parking spaces (considered separately): 42.5

Use #3: Restaurant (dinner parking for a restaurant)

Location: 3210 Denali Street, Anchorage, Alaska (Denali Center III)

Hours of operation: 4:30 p.m. until close (approximately 11 p.m.)

Basis of parking requirement: 120 seats for dinner (120/3)

Number of required parking spaces (considered separately): 40

Use #4: _____

Location: _____

Hours of operation: _____

Basis of parking requirement: _____

Number of required parking spaces (considered separately): _____

The Municipality and the Owner(s) and Neighbor(s) agree that a total of 136 off-street parking spaces are required by Section 21.45.080 of the Anchorage Municipal Code to serve the uses specified above at their respective hours of operation specified above.

The Owner(s) and Neighbor(s) covenant and agree that they shall provide 136 off-street parking spaces on the subject parcels, designed and constructed in accordance with Title 21 of the Anchorage Municipal Code, for the use and benefit of the above-described uses. The Owner(s) and Neighbor(s) further covenant and agree that neither the above-described uses, nor their respective hours of operation, nor the parking configuration described in the attached narrative shall be altered, changed or revised in any manner without the prior written consent of the Municipality and amendment of this Agreement. In addition, the Owner agrees that the restaurant shall only be allowed to operate at half capacity (60 seats) during the lunch hour (11:00 a.m. - 4:30 p.m.) to ensure that there are enough spaces for the other businesses at 3210 Denali Street. The restaurant may operate at full capacity (120 seats) from 4:30 p.m. until close (approximately 11:00 p.m.) by utilizing the shared parking as set forth in this agreement. The Owner(s) and Neighbor(s) covenant and agree that he/she/they shall be responsible for the maintenance of the parking facility on the subject parcels.

Page 2



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2010-061506-0

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This Agreement shall terminate upon cessation of any of the above-described use of the subject parcels, or upon the recording of a written release issued by the Municipality of Anchorage, whichever occurs first.

The Owner(s) and Neighbor(s) covenant and agree that upon termination of this Agreement, they shall either (1) meet the off-street parking requirements of the Anchorage Municipal Code by other means or (2) reduce the scope of the above-described uses of the subject parcels to the extent necessary to comply with the off-street parking requirements of the Anchorage Municipal Code. The Owner(s) and Neighbor(s) specifically understand and acknowledge that reducing the scope of the above-described uses of the subject parcels to the extent necessary to comply with the off-street parking requirements of the Anchorage Municipal Code may have severe negative impacts on those uses and may render the uses not economically viable.

The Owner(s) and Neighbor(s) understand and agree that violation of this Agreement constitutes a violation of Title 21 of the Anchorage Municipal Code, and will be subject to all the penalties and remedies provided by law for such a violation. The Owner(s) and Neighbor(s) specifically understand and acknowledge that they may be liable for any violation of this Agreement by a tenant or lessee.

OWNER

NEIGHBOR

By: [Signature]
Name: John McManamin
Title: Secretary, Calais Co. Inc.
Date: 11-10-10

By: [Signature]
Name: John McManamin
Title: Secretary, Calais Co. Inc.
Date: 11-10-10

OWNER

NEIGHBOR

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

The shared parking study per Anchorage Municipal Code 21.45.080.X.3.b.ii or the alternative calculation method per Anchorage Municipal Code 21.45.080.X.3.c is hereby accepted. If the subject parcels are separated by a road designated as a collector in the Official Streets and Highways Plan, such separation is hereby approved by the Traffic Engineer pursuant to Anchorage Municipal Code 21.45.080.X.3.b.i(a). This Agreement is hereby approved as to form and content.

MUNICIPALITY OF ANCHORAGE

By: [Signature]
Name: Jerry Weaver, Jr.
Title: Planning Director
Date: 11-4-10

By: [Signature]
Name: John Crapps
Title: Traffic Engineer
Date: 11/3/10

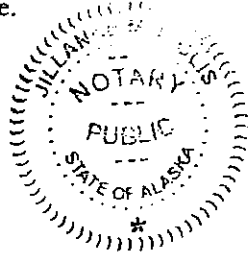
After recording return to:
Municipality of Anchorage, Planning Department
Attn: Jillanne Inglis, Land Use Plan Reviewer
P.O. Box 196650, Anchorage, AK 99519-6650

Reference Building/Land Use Permit: _____



STATE OF ALASKA) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 4th day of November, 2010, by Jerry J. Wieman Jr, the Planning Director of the Municipality of Anchorage or his/her designee, on behalf of the Municipality of Anchorage.



Jillanne M. Inglis
Notary Public in and for Alaska
My commission expires 7/13/16

STATE OF ALASKA) ss.
THIRD JUDICIAL DISTRICT)

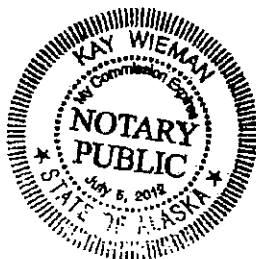
The foregoing instrument was acknowledged before me this 3rd day of November, 2010, by Ken Thompson the Traffic Engineer of the Municipality of Anchorage or his/her designee, on behalf of the Municipality of Anchorage.



Jillanne M. Inglis
Notary Public in and for Alaska
My commission expires 7/13/16

STATE OF ALASKA) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 10th day of November, 2002010, by John P. McManamin in the capacity of Secretary of Calais Company, Inc



Kay Wieman
Notary Public in and for Alaska
My commission expires 7/5/2012



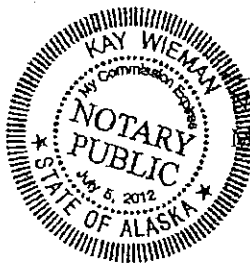
5 of 7
2010-061506-0

Page 5

85

STATE OF ALASKA) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 10th day of November,
2002, by John P. McManamin
in the capacity of Secretary of Calais Company, Inc.



Kay Wieman
Notary Public in and for Alaska
My commission expires 7/5/2012

STATE OF _____) ss.
COUNTY OF _____)

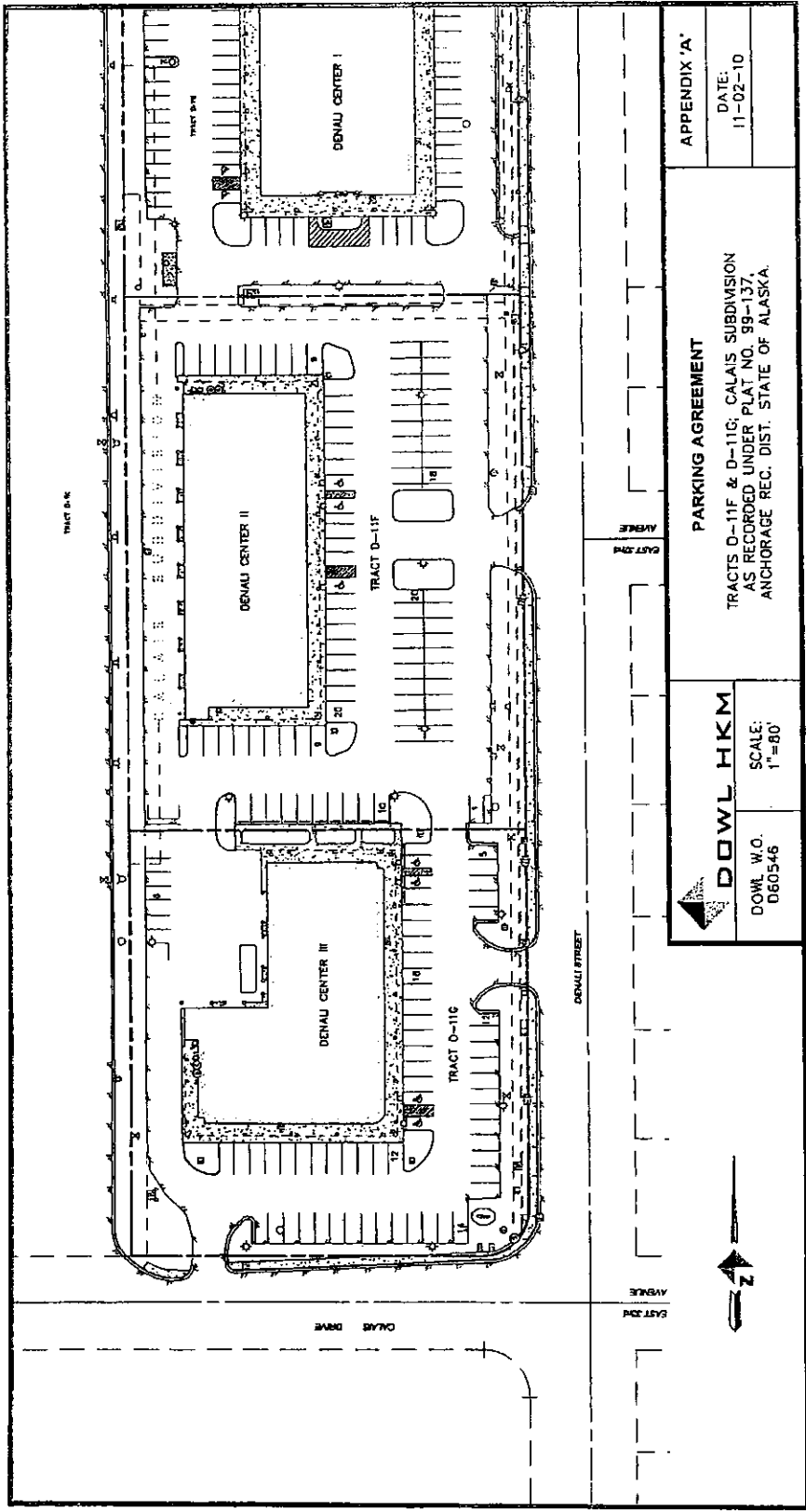
The foregoing instrument was acknowledged before me this _____ day of _____,
200____, by _____,
in the capacity of _____

Notary Public in and for _____
My commission expires _____



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2010-061506-0



PARKING AGREEMENT TRACTS D-11F & D-11G; CALA'S SUBDIVISION AS RECORDED UNDER PLAT NO. 99-137, ANCHORAGE REC. DIST. STATE OF ALASKA.		APPENDIX 'A' DATE: 11-02-10
DOWL HKM DOWL W.O. D60546	SCALE: 1"=80'	

26 of 7
31506-0

Posting Affidavit and Historical Information



RECEIVED
APR 11 2011
PLANNING DIVISION

AFFIDAVIT OF POSTING

Case Number: 2011-046

I, Ann Perret, 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 CUP. The notice was posted on 4/1/2011 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 13 day of April, 2011.

[Signature]
Signature

LEGAL DESCRIPTION

Tract or Lot D-11G
Block —
Subdivision Calais

of AR 2011-142

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

RECEIVED

MAY 03 2011

MEMORANDUM

MUNICIPALITY OF ANCHORAGE
PLANNING DIVISION

DATE: May 3, 2011

TO: Angela Chambers, Supervisor, Planning Section, Planning Division

FROM: Paul Hatcher, Engineering Tech III, AWWU PHH

SUBJECT: **Zoning Case Comments**
Planning & Zoning Commission Hearing May 24, 2011
Agency Comments due April 26, 2011

AWWU has reviewed the materials and has the following comments.

11-046 CALAIS TR D-11G, A request concept/final approval of a conditional use to permit an alcoholic beverage dispensary use, Grid SW1631

1. AWWU water and sanitary sewer 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

2011 MAY 18 AM 8:11
PLANNING OFFICE

Content ID: 010215**Type:** AR_AllOther - All Other Resolutions

A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY APPROVING AN ALCOHOLIC BEVERAGES CONDITIONAL USE FOR A BEVERAGE DISPENSARY USE AND LICENSE NUMBER 4847, IN THE B-3 (GENERAL BUSINESS) DISTRICT FOR THE HAUTE QUARTER GRILL, INC., DBA TABLE 6 BAR AND GRILL; LOCATED AT 3210 DENALI STREET, SUITE 7 AND 8; CALAIS SUBDIVISION, TRACT D-11G; GENERALLY LOCATED WEST OF DENALI STREET AND NORTH OF CALAIS DRIVE (Midtown Community Council) (Case 2011-046).

Author: chambersac**Initiating Dept:** Planning**Date Prepared:** 5/10/11 8:32 AM**Director Name:** Jerry T. Weaver, Jr.**Assembly Meeting Date:** 5/24/11**Public Hearing Date:** 5/24/11

Workflow Name	Action Date	Action	User	Security Group	Content ID
Clerk_Admin_SubWorkflow	5/13/11 9:37 AM	Exit	Joy Maglaqui	Public	010215
MuniManager_SubWorkflow	5/13/11 9:37 AM	Approve	Joy Maglaqui	Public	010215
CFO_SubWorkflow	5/11/11 4:23 PM	Approve	Lucinda Mahoney	Public	010215
Commun_Dev_SubWorkflow	5/10/11 9:33 AM	Approve	Jerry Weaver Jr.	Public	010215
Planning_SubWorkflow	5/10/11 9:33 AM	Approve	Jerry Weaver Jr.	Public	010215
AllOtherARWorkflow	5/10/11 8:36 AM	Checkin	Angela Chambers	Public	010215

NEW PUBLIC HEARINGS