

CLERK'S OFFICE

APPROVED

1-17-12

Submitted by: Chair of the Assembly at the
Request of the Mayor

Prepared by: Community Development
Department, Planning

For reading January 17, 2012

Date: _____

ANCHORAGE, ALASKA
AR 2012-3

A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY APPROVING AN ALCOHOLIC BEVERAGES CONDITIONAL USE FOR A BEVERAGE DISPENSARY USE AND LICENSE NUMBER 2988, IN THE I-1 (LIGHT INDUSTRIAL) DISTRICT FOR F. SCOTT AND ERNEST, LLC, DBA LITTLE ITALY RESTAURANTE, AT 2300 EAST 88TH AVENUE, LOCATED ON MOOREHAND #3, LOT 1, LESS S10'; GENERALLY LOCATED EAST OF ELIM STREET, SOUTH OF EAST 88TH AVENUE, AND WEST OF GOLOVIN STREET.

(Abbott Loop Community Council) (Case 2012-001)

THE ANCHORAGE ASSEMBLY RESOLVES:

Section 1. A conditional use permit is hereby approved for an Alcoholic Beverages Conditional Use for a Beverage Dispensary Use and License Number 2988, in the I-1 (Light Industrial) district for F. Scott and Ernest, LLC, dba Little Italy Restaurante, at 2300 East 88th Avenue; located on Mooreland #3, Lots 1, less S10', generally located east of Elim Street, south of East 88th Avenue, and west of Golovin Street, and generally meets the applicable provisions of AMC 21.15.030, AMC 21.40.200B.1.k., 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 I-1 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 Number 2988 in the I-1 (Light Industrial) district per AMC 21.15.030, AMC 21.40.200B.1.k., and AMC 21.50.160 for approximately 5,600 square feet of gross leasable area located at 2300 East 88th Avenue, on Moorehand #3, Lot 1, less S10'.
4. On-premise sale of alcoholic beverages will be seven days a week as permitted per Anchorage Municipal Code 10.50.015C. and Alaska Alcoholic Beverage Control Board requirements.

- 1
- 2 5. Employees will be trained in accordance with the Alcoholic Beverage
- 3 Control Board's "Liquor Server Awareness Training Program," in
- 4 accordance with Alaska Statute 04.21.025. Upon demand, the applicant
- 5 shall demonstrate compliance with a liquor "Server Awareness Training
- 6 Program" approved by the State of Alaska Alcoholic Beverage Control
- 7 Board, such as or similar to the program for "Techniques in Alcohol
- 8 Management (T.A.M.)."
- 9
- 10 6. The use of the property by any person for the permitted purposes shall
- 11 comply with all current and future federal, state and local laws and
- 12 regulations including but not limited to laws and regulations pertaining to
- 13 the sale, dispensing, service and consumption of alcoholic beverages and
- 14 the storage, preparation, sale, service and consumption of food. The
- 15 owner of the property, the licensee under the Alcoholic Beverage Control
- 16 license and their officers, agents and employees shall not knowingly permit
- 17 or negligently fail to prevent the occurrence of illegal activity on the
- 18 property.
- 19
- 20 7. A copy of the conditions imposed by the Assembly in connection with this
- 21 conditional use approval shall be maintained on the premise at a location
- 22 visible to the public.
- 23

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

26

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

29

30 PASSED AND APPROVED by the Anchorage Assembly this 17th day of
 31 January, 2012.

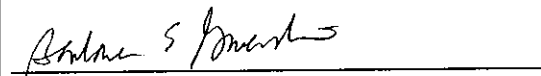
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33 
 34 _____
 35 Chair of the Assembly

36

37 ATTEST:

38

39 
 40 _____
 41 Municipal Clerk



MUNICIPALITY OF ANCHORAGE

ASSEMBLY MEMORANDUM

No. AM 2-2012

Meeting Date: January 17, 2012

1 From: MAYOR

2
3 Subject: A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY
4 APPROVING AN ALCOHOLIC BEVERAGES CONDITIONAL USE
5 FOR A BEVERAGE DISPENSARY USE AND LICENSE NUMBER
6 2988, IN THE I-1 (LIGHT INDUSTRIAL) DISTRICT FOR F. SCOTT
7 AND ERNEST, LLC, DBA LITTLE ITALY RESTAURANTE, AT
8 2300 EAST 88TH AVENUE, LOCATED ON MOOREHAND #3, LOT 1,
9 LESS S10'; GENERALLY LOCATED EAST OF ELIM STREET,
10 SOUTH OF EAST 88TH AVENUE, AND WEST OF GOLOVIN STREET.
11

12
13 F. Scott and Ernest, LLC, dba Little Italy Restaurante, has made application for an
14 alcoholic beverages conditional use for a beverage dispensary use and license
15 Number 2988, in the I-1 (Light Industrial) district, at 2300 East 88th Avenue;
16 located on Moorehand #3, Lot 1, less S10'.
17

18 The petitioner made application to the Alcoholic Beverage Control Board to
19 transfer a beverage dispensary license (Number 2988) from no premise to this
20 site, and is seeking final alcoholic beverages conditional use approval in the I-1
21 district per AMC 21.15.030, AMC 21.40.200B.1.k., and AMC 21.50.160. Within
22 1,000 feet of this application, there are two (2) Package Store Licenses and two
23 (2) Restaurant and Eating Place Licenses. There are no known schools or
24 churches within 200 feet of this site.
25

26 The petition site contains approximately 5,600 square feet of gross leasable floor
27 space on a 19,600 square foot lot. The property is zoned I-1. The site plan shows
28 24 fixed seats and 61 non-fixed seats for a total of 85 seats. The site's parking
29 requirement is met.
30

31 Hours of operation are as allowed by municipal ordinance and the Anchorage
32 Beverage Control Board, seven days a week. All employees involved in the
33 dispensing of alcoholic beverages will be trained in accordance with the Alcoholic
34 Beverage Control Board's Liquor Server Awareness Training Program.
35

36 There were no comments received from the public in opposition to this conditional
37 use. The Abbott Loop Community Council voted unanimously to support this
38 conditional use.
39

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

5 | **THIS ALCOHOLIC BEVERAGES CONDITIONAL USE FOR A BEVERAGE**
6 | **DISPENSARY USE AND LICENSE NUMBER 2988 IN THE I-1 DISTRICT**
7 | **GENERALLY MEETS THE REQUIRED STANDARDS OF AMC TITLE 10 AND**
8 | **TITLE 21, AND ALASKA STATUTE 04.11.090.**
9 |

10 | Prepared by: Francis McLaughlin, Current Planning Section
11 | Planning Division

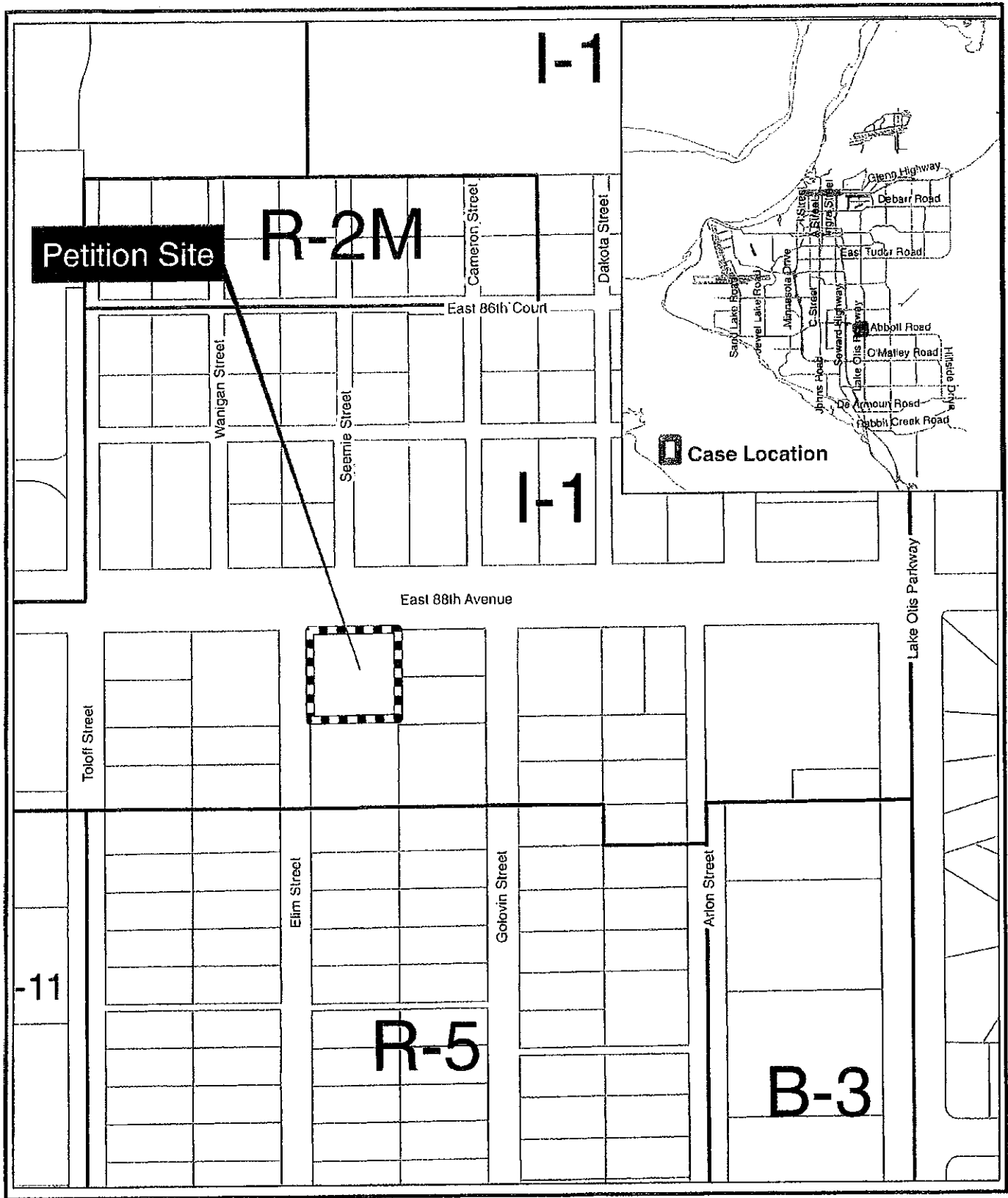
12 | Approved by: Jerry T. Weaver, Jr., Director
13 | Community Development Department

14 | Concur: Dennis A. Wheeler, Municipal Attorney

15 | Concur: George J. Vakalis, Municipal Manager

16 | Respectfully submitted: Daniel A. Sullivan, Mayor




2012-001



Municipality of Anchorage
Planning Department

Date: November 04, 2011

Flood Limits

-  100 Year
-  500 Year
-  Floodway



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

DATE: January 17, 2012

CASE NO.: 2012-001

APPLICANT: F Scott and Ernest, LLC, dba Little Italy Restaurante

REPRESENTITVE: Patricia J. Gialopsos

REQUEST: An alcoholic beverages conditional use for a beverage dispensary use and license #2988, in the I-1 (Light Industrial) district per AMC 21.15.030, AMC 21.40.200B.1.k, and AMC 21.50.160.

LOCATION: Moorehand #3, Lot 1, less S10'

STREET ADDRESS: 2300 East 88th Avenue

COMMUNITY COUNCIL: Abbott Loop

TAX PARCEL: 014-291-97 / Grid SW2333

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: ±19,600 SF lot; ±5,600 SF gross leasable floor space
Vegetation: Developed
Zoning: I-1 (Light Industrial)
Topography: Flat
Existing Use: Restaurant
Soils: Public sewer and water

COMPREHENSIVE PLAN – Anchorage 2020 Plan

Classification: “Commercial/Industrial” in the *1982 Anchorage Bowl Comprehensive Development Plan’s* Generalized Land Use Plan

Density: “Town Center” in the *Anchorage 2020 Land Use Policy Map*
N/A

SURROUNDING AREA

	NORTH	EAST	SOUTH	WEST
Zoning:	I-1	I-1	I-1	I-1
Land Use:	Single-Family Residential; Vacant	Multi-Family Residential; Alaska Tire Service	Superior Group Office	Superior Group Office

SITE DESCRIPTION AND PROPOSAL

The petitioner has made application to the Alcoholic Beverage Control Board to transfer a beverage dispensary license (#2988) from 12800 Old Glenn Highway, Eagle River to this site. The petitioner is seeking final alcoholic beverages conditional use approval. The I-1 district allows alcoholic beverages per AMC 21.15.030, AMC 21.40.200.B.1.k and AMC 21.50.160.

The petition site contains approximately 5,600 square feet of gross leasable floor space on a 19,600 square foot lot. The property is zoned I-1. The site plan shows 24 fixed seats and 61 non-fixed seats for a total of 85 seats. The site's off-street parking requirement is met.

Hours of operation are as allowed by Municipal ordinance and the Anchorage Beverage Control Board, seven days a week. All employees involved in the dispensing of alcoholic beverages will be trained in accordance with the Alcoholic Beverage Control Board's Liquor Server Awareness Training Program.

Within 1,000 feet of this application, there are two package store licenses and two restaurant and eating place licenses. There are no known schools or churches within 200 feet of this site.

PUBLIC COMMENTS

Eighty-six public hearing notices were mailed on December 14, 2011. There was one public comment in opposition and two in favor of the conditional use at the time this report was written. The Abbott Loop Community Council voted unanimously to support this conditional use.

FINDINGS

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

The standard is met.

The subject property is identified as “Commercial/Industrial” in the *1982 Anchorage Bowl Comprehensive Development Plan’s* Generalized Land Use Plan. Also, it is identified as a “Town Center” in 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 I-1 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 a mix of residential, office, and light industrial uses surrounding the petitioner site.

AMC 21.50.160B asks that a list of all alcohol licenses located within a minimum of 1,000 feet of the proposed conditional use be provided. There are two package store licenses and two restaurant and eating place licenses within

a 1,000-foot radius of the petition site. Approving this beverage dispensary conditional use will add a fifth 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 no known 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 I-1 district states that off-street parking shall be provided. The Little Italy Restaurant's 85 seats require 29 parking spaces. The 88th Street Pizza Restaurant's 702 square feet requires 3 parking spaces. The site contains 32 parking spaces which meets the off-street parking requirement for the site. Also, there are adequate entrance and exit driveways for vehicles to East 88th Avenue and Elim Street.

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

The standard is met.

A 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 off-street parking 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 use and 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 fifth alcohol license within 1,000-feet.

Oaken Keg	1725 Abbott Road	License #4167	Package Store
Taco Del Mar	2001 E 88 th Avenue	License #4907	Restaurant/Eating Place
Little Italy Restaurante	2300 E 88 th Avenue	License #2254	Restaurant/Eating Place
Brown Jug	2101 Abbott Road	License #1941	Package Store

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 #2988, in the I-1 (Light Industrial) district per AMC 21.15.030, AMC 21.40.200B.1.k, and AMC 21.50.160, generally meets the required standards of AMC Title 10 and Title 21.

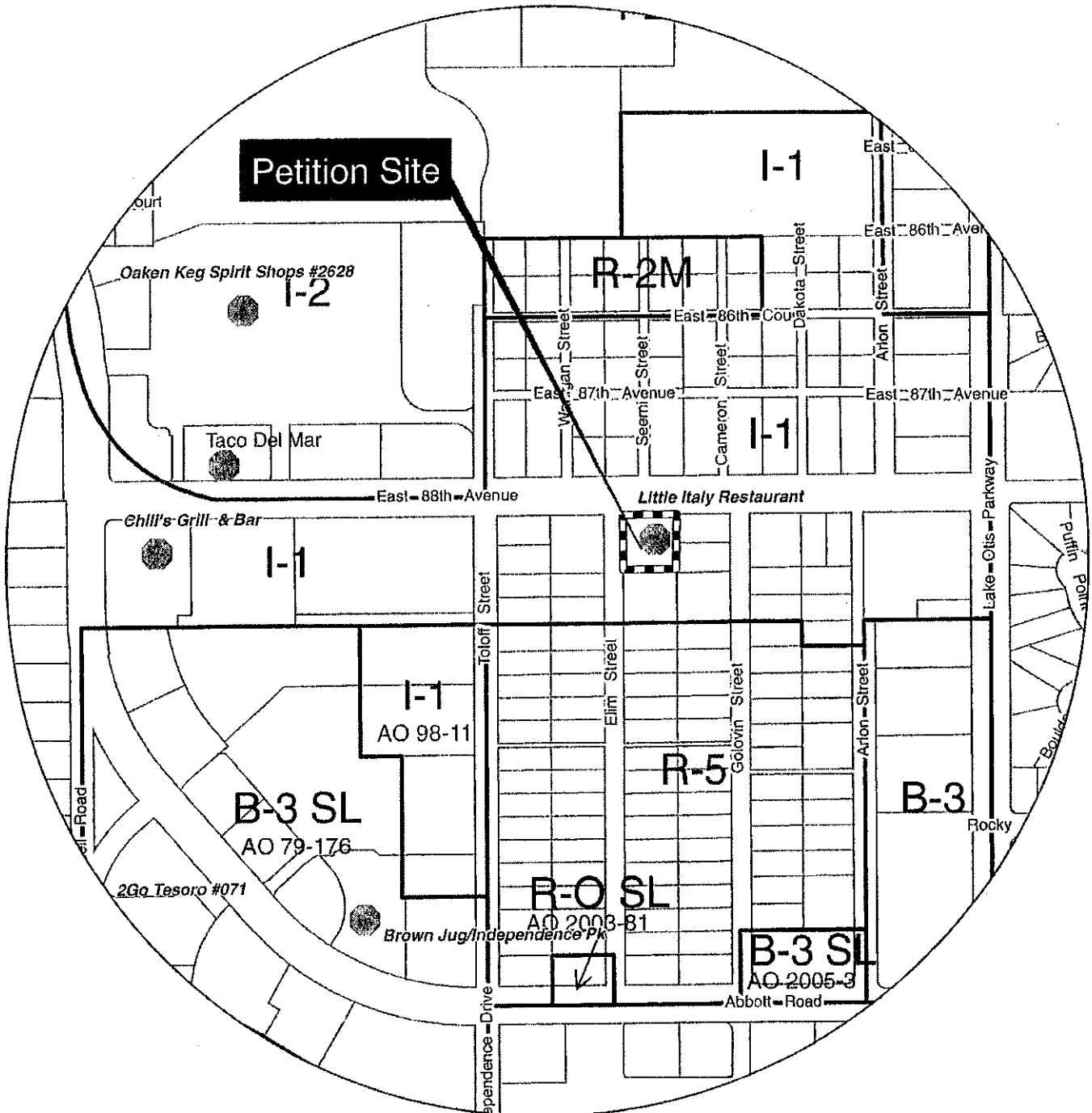
If after a public hearing on the matter, the Anchorage Assembly finds that the required standards have been met, staff recommends the following conditions of approval:

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 I-1 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 #2988 in the I-1 (Light Industrial) district per AMC 21.15.030, AMC 21.40.200B.1.k and AMC 21.50.160 for approximately 5,600 square feet of gross leasable area located at 2300 East 88th Avenue, on Moorehand #3, Lot 1, less S10'.
 4. On-premise sale of alcoholic beverages will be seven days a week as permitted per Anchorage Municipal Code 10.50.015C and Alaska Alcoholic Beverage Control Board requirements.
 5. Employees will be trained in accordance with the Alcoholic Beverage Control Board's "Liquor Server Awareness Training Program," in accordance with Alaska Statute 04.21.025. 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.

2012-001

EXISTING LIQUOR LICENSES WITHIN 1000'



Municipality of Anchorage
Planning Department

Date: November 04, 2011



Alcohol Existing License List Report

Case Number: 2012-001 Description: 1000'

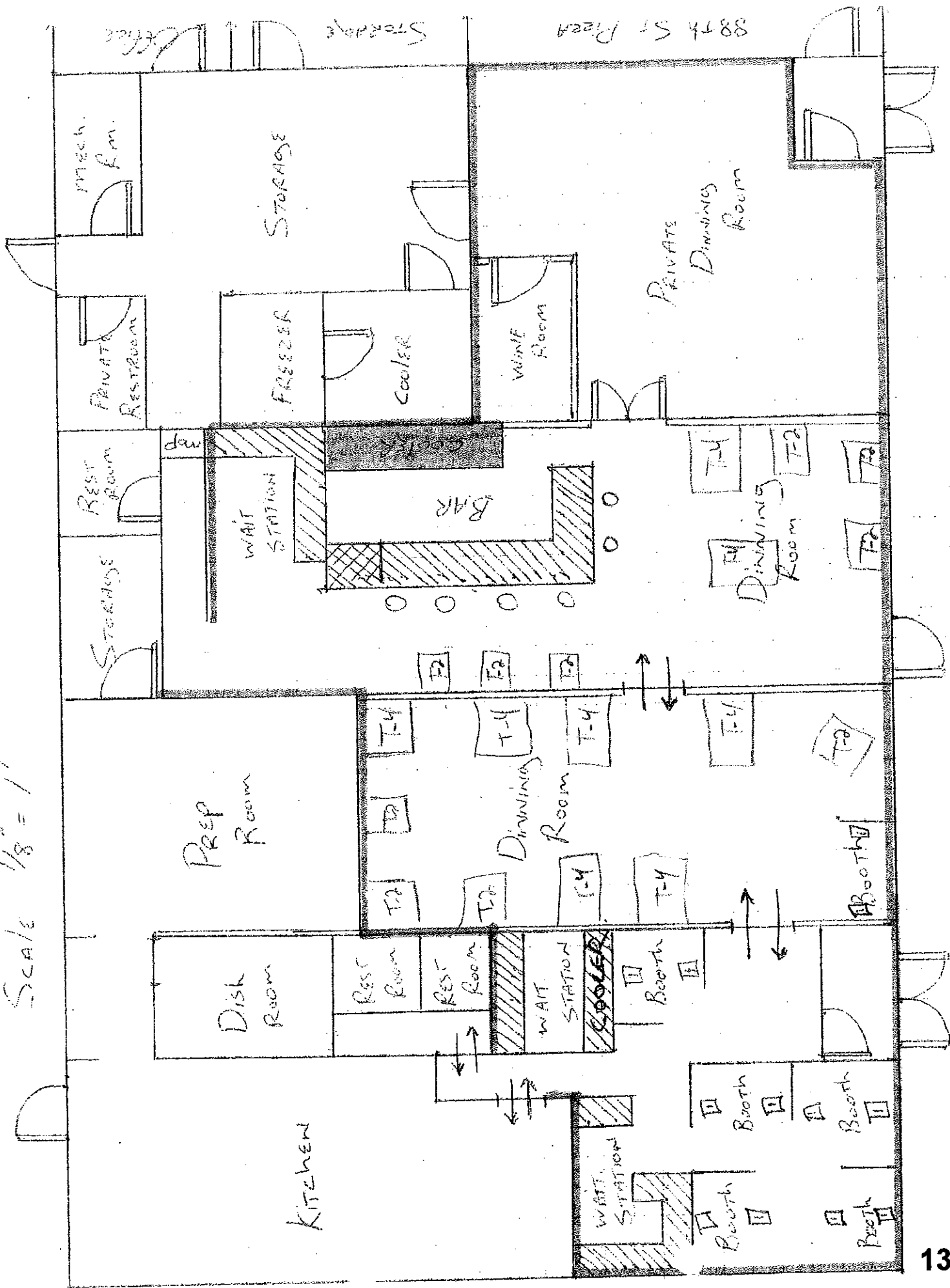
Parcel Business Name	Parcel Owner Name Applicant Name	Parcel Owner Address Business Address	City Lic. Number	State Lic. Zone	Zip Lic. Type
01426345000 Oakten Keg Spirit Shops #2628	RANDALL'S FOOD & DRUGS LP Carr Gottstein Foods Co.	1371 OAKLAND BLVD STE 200 1725 Abbott Road	WALNUT CREE 4167	CA I2	94596 Package Store
01426348000 Taco Del Mar	611 LLC NTF, LLC	500 L ST STE 600 2001 E. 88th Ave. # 105	ANCHORAGE 4907	AK I2	99501 Restaurant/Eating Place
01429197000 Little Italy Restaurant	GIALOPSOS SPIROS & PATRICIA J Gialopos, Spiros & Patricia	2300 E 88TH AVENUE 2300 E 88th Ave	ANCHORAGE 2254	AK I1	99507 Restaurant/Eating Place
01429236000 Brown Jug - Independence Park	THURSTON JAMES & JANET Liquore Stores North USA, Inc.	PO BOX 6469 2101 Abbott Rd	HALIBUT COVE 1941	AK B3SL	99603 Package Store

Alcohol Church and School List Report

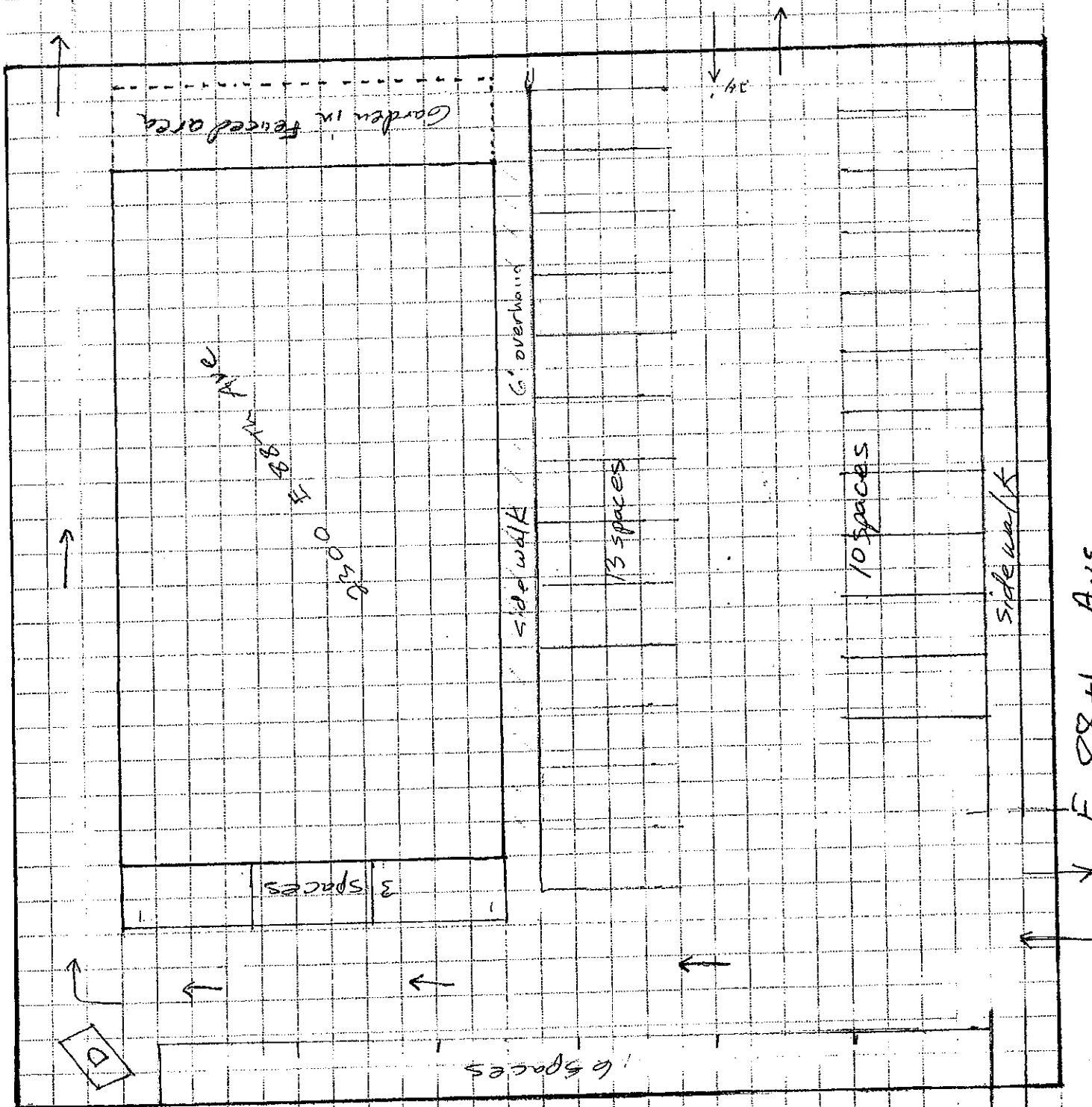
Case Number: 2012-001 Description: 200'

Parcel	Parcel Owner Name	Parcel Site Address	Description
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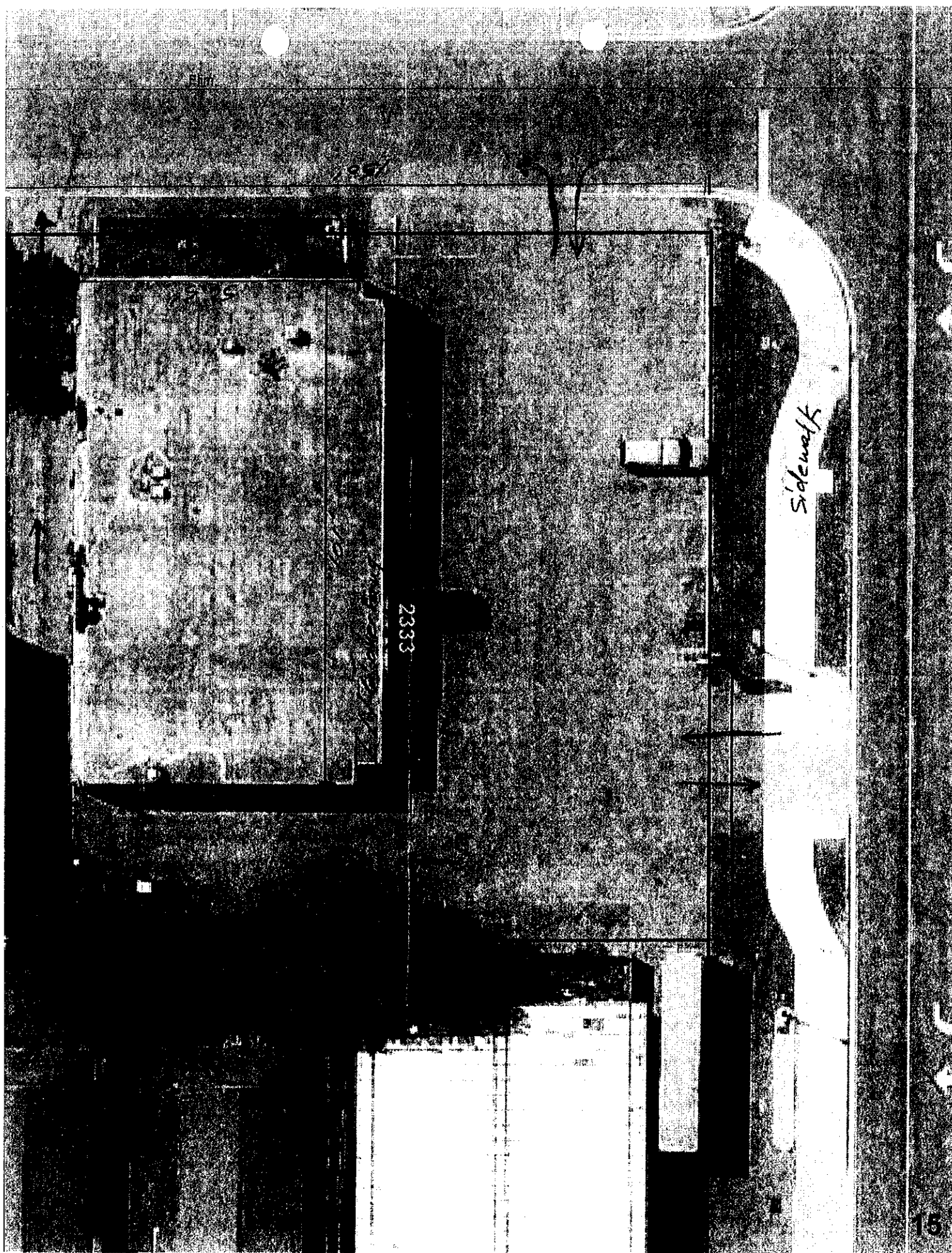
Scale 1/8" = 1'



Elim St.



F O R I A . 10



2333

Sidewalk

Day Spa

Parking

Duplex

Ave E 88th Ave

Wanigan St

Superior Group

Vacant

Vacant

Office Bldg

House

E 88th Ave

Seenie St

Superior Group

Little Italy

Vacant

Pacific Tile

Apartments

Alaska Tire Service

Storage/Structure

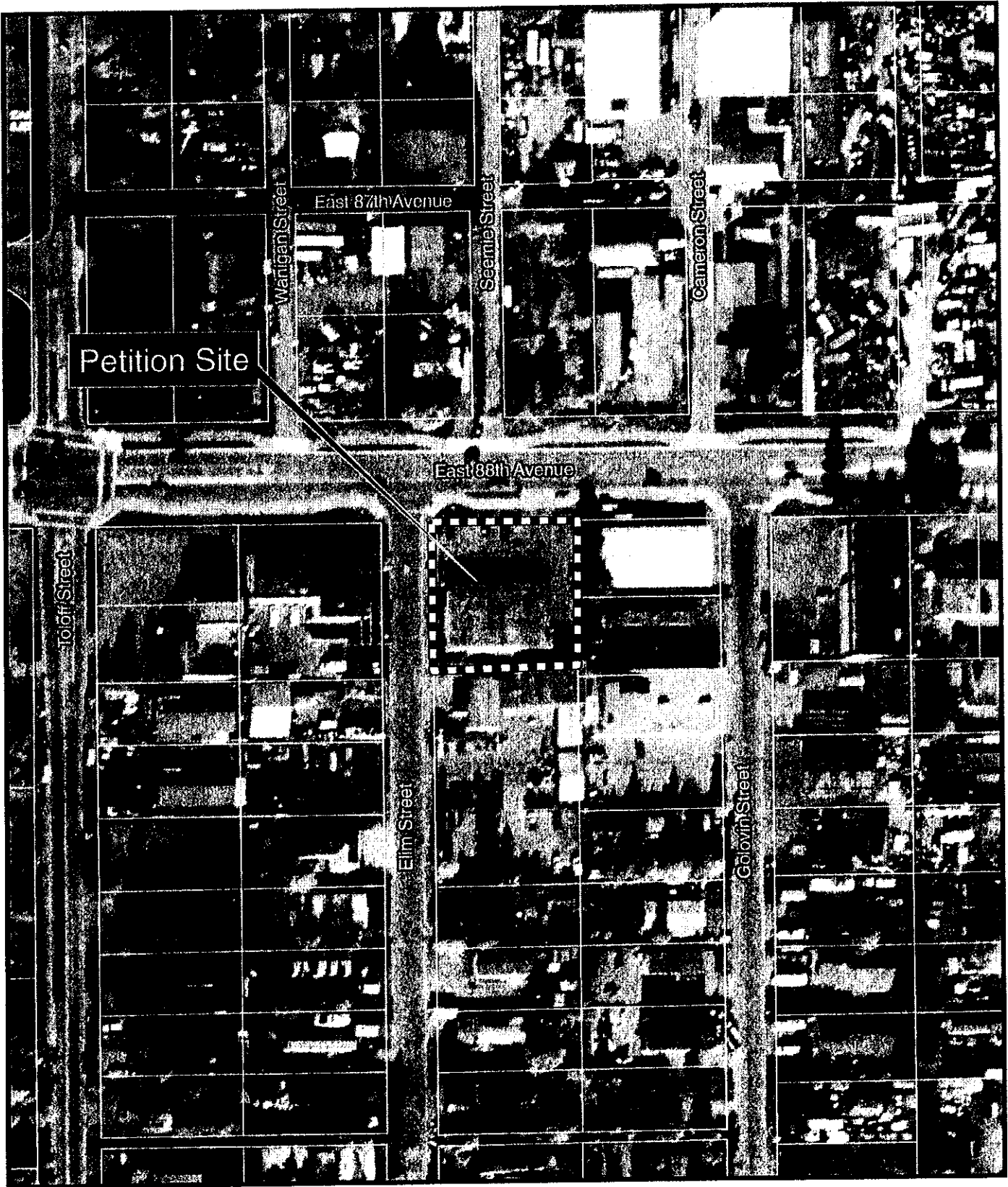
Cameron St

Storage/Structure

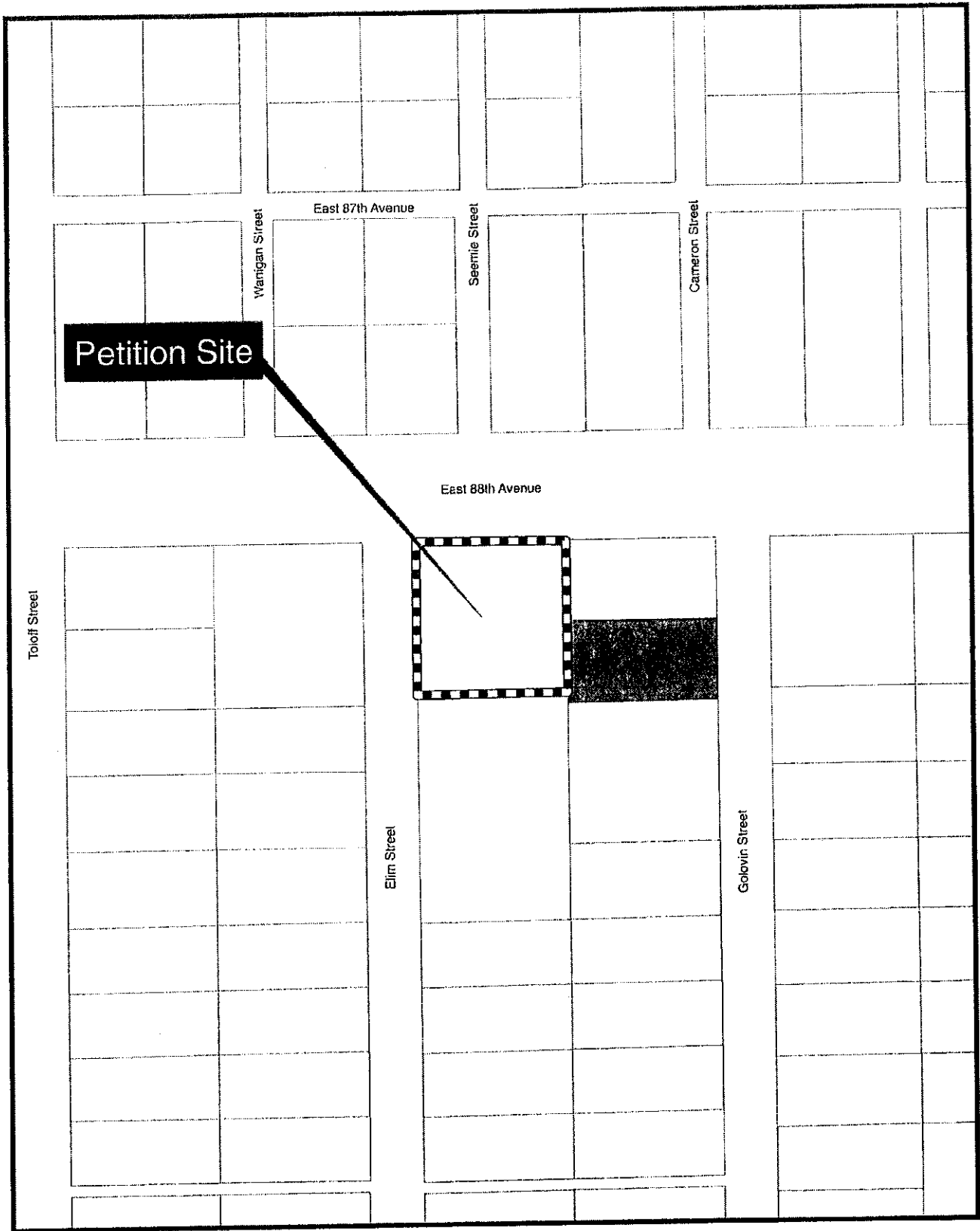
Warehouse

Goldwin St

2012-001






2012-001



Municipality of Anchorage
Planning Department

Date: November 04, 2011

-  Mobile Home Park
-  Multi-Family
-  Single Family



Application



November 2, 2011

Municipality of Anchorage
Planning Department
4700 Elmore Road
Anchorage, Alaska 99507

Re: *Conditional Use Permit Application*
F Scott & Ernest, LLC d/b/a Little Italy Restaurante
2300 E. 88th Avenue

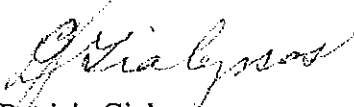
Please accept this application for a Conditional Use Permit for the transfer of a Beverage Dispensary License to Little Italy Restaurante.

We have been in business since 1984 and wish to add cocktails to our service. My husband Spiros and I have enjoyed serving our neighbors and others fine Italian and Greek dinners with a selection of wines and beer. We have operated a clean, safe and friendly restaurant and Little Italy will continue to do so with the addition of cocktails to our menu. Our customers have been requesting this added service for many years.

We are located on 88th Avenue in the Abbott Loop area. On October 27th we received unanimous consent of the community counsel in support of our application, and are grateful to them for their support.

We believe that Little Italy's addition of a beverage dispensary license will fit in nicely to the area's use plan. We hope that the Planning Department and the Assembly will agree.

F SCOTT & ERNEST, LLC
d/b/a Little Italy Restaurant


Patricia Gialopsos

Application for Conditional Use Retail Sale Alcoholic Beverages

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

Please fill in the information asked for below.

PETITIONER*		PETITIONER REPRESENTATIVE (IF ANY)	
Name (last name first) F SCOTT & ERNEST, LLC		Name (last name first)	
Mailing Address 2300 E 88TH AVE ANCHORAGE AK 99507		Mailing Address	
Contact Phone: Day: 344-1515 Night:		Contact Phone: Day: Night:	
FAX:		FAX:	
E-mail: gianeka@aol.com		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):	014-291-97-000		
Site Street Address:	2300 E. 88TH AVE		
Property Owner (if not the Petitioner):	PATRICIA & SPIROS GIALOPSOS***		
Current legal description: (use additional sheet in necessary)	MOOREHAND #3, LOT 1, LESS s10'		
	*** Property has been deeded to Prinillas, LLC, whose sole member is Patricia Gialopsos.		
Zoning: I 1	Acreage: 19,600	Grid #	SW 2333

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:	
	Transfer license location:	
	Transfer licensed premises doing business as:	

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

10-31-11	<i>Patricia Gialopsos</i> Member
Date	Signature (Agents must provide written proof of authorization)

Accepted by: <i>PM</i>	Poster & Affidavit: <i>2</i>	Fee: <i>\$4,000</i>	Case Number: <i>2012-001</i>
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COMPREHENSIVE PLAN INFORMATION

Anchorage 2020 Urban/Rural Services: Urban Rural

Anchorage 2020 West Anchorage Planning Area: Inside Outside

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

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

Eagle River-Chugiak-Peters Creek Land Use Classification:

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

Girdwood- Turnagain Arm

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

ENVIRONMENTAL INFORMATION (All or portion site affected)

- Wetland Classification: None "C" "B" "A"
- Avalanche Zone: None Blue Zone Red Zone
- Floodplain: None 100 year 500 year
- Seismic Zone (Harding/Lawson): "1" "2" "3" "4" "5"

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

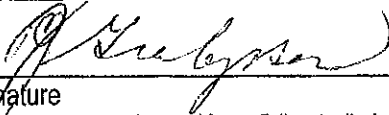
- Rezoning - Case Number:
- Preliminary Plat Final Plat - Case Number(s):
- Conditional Use - Case Number(s):
- Zoning variance - Case Number(s):
- Land Use Enforcement Action for
- Building or Land Use Permit for
- Wetland permit: Army Corp of Engineers Municipality of Anchorage

DOCUMENTATION

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

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

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

10-31-11		Patricia J. Gialopsos, Manager, Prinillas, LLC
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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):
 F SCOTT & ERNEST, LLC d/b/a LITTLE ITALY RESTAURANTE

What is the gross leaseable floor space in square feet? 4,878

What is the facility occupant capacity? 85* (*per Oct, 2011 MAI appraisal) Reliant Advisory Svs.)

What is the number of fixed seats(booth and non movable seats)? 24*

What is the number non-fixed seats(movable chairs, stools, etc.)? 61*

What will be the normal business hours of operation? 5-10 Sun-Thurs, 5-11 Fri & Sat

What will be the business hours that alcoholic beverages will be sold or dispensed?
5-10 Sun-Thurs, 5-11 Fri & Sat

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 8.05.420 Minors-Disseminating indecent material or AMC 10.40.050 Adult oriented establishment? Yes No

DISTANCE FROM CHURCHES, DAY CARE, AND SCHOOLS

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

Name	Address
None	

PACKAGE STORES

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

% less than \$5.00

% \$5.00 to \$10.00

% \$10.00 to \$25.00

% greater than \$25.00

CONDITIONAL USE STANDARDS

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

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

Anchorage 2020 supports opportunities for a business providing entertainment, tourism and leisure. Anchorage 2020 supports our restaurant being able to serve alcoholic beverages.

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

Little Italy Restaurant is located in zoning district I-1 in a commercial area. Alcoholic beverages are permitted with a conditional use.

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.

This conditional use is compatible with existing and planned land uses surrounding the restaurant. The surrounding area consists of offices, warehouses, commercial businesses and restaurants such as Chili's, Long Branch Saloon, Qdoba, I Luv Sushi, Long Branch Saloon, Midnight Sun Brewing.

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.
88th Avenue and Elim are built streets. There is a sidewalk along 88th Avenue. Since this is an existing business, there will be no no increased foot or vehicle traffic.
- 2. The demand for and availability of public services and facilities.
This is an existing restaurant and all utilities are installed.
- 3. Noise, air, water or other forms of environmental pollution.
No environmental pollution.
- 4. The maintenance of compatible and efficient development patterns and land use intensities.
Our restaurant is compatible with the surrounding neighborhood, consisting of offices, warehouses, commercial businesses, and other restaurants. There will be no increase in land use intensities.

STANDARDS CHAPTER 10.50 ALCOHOLIC BEVERAGES

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

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?
We currently have a beer and wine license.

Within 1,000 feet of your site are how many active liquor licenses?
None.

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

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

Chili's, Long Branch Saloon, I Luv Sushi, Midnight Sun Brewing, Qdoba
In your opinion, is this quantity of licenses a negative impact on the local community?
No.

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

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

All servers and managers will be TAM trained.

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

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

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

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

inside facility:

Manager is on-site at all times.

outside facility:

Parking lot is maintained and well lighted. Manager and employees inspect parking lot regularly.

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

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

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

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

Additional space if needed.

ADDITIONAL Vasilios Gialopsos, Member, F Scott & Ernest, LLC
PETITIONERS: Sprios Gialopsos, Member, F Scott & Ernest, LLC
Patricia Gialopsos, to be added as Member of
F Scott & Ernest, LLC (is currently
its Registered Agent)

Building owned by Prinillas, LLC, whose sole Member
is Patricia J. Gialopsos

F Scott & Ernest, LLC will hold the liquor license
and has entered into a lease with the building owner(s)
copy attached)

PETITIONER: CORPORATE OFFICERS OR PARTNERS

Applicants for an entitlement that will be in possession and the responsibility of more than one individual, such as a co-owner, joint venture, partnerships, corporations, company, or other similar form of ownership, are required to disclose a full and complete list of the name and address of each principal. (use additional paper if necessary)

Name	Title or Office(if any)	Address
Spiros Gialopsos	Member	2300 E. 88th Avenue, Anchorage
Vasilios Gialopsos	Member	2300 E. 88th Avenue, Anchorage

PROPERTY OWNER: CORPORATE OFFICERS OR PARTNERS

The petitioner of a property owned by more than one individual that will benefit from an entitlement is required to disclose a full and complete list of the name and address of each partner, officer, or co-owner. The other owner interest to be reported is co-owner, joint venture, partnership, corporation, company, or other similar form of ownership. (use additional paper if necessary)

Name	Title or Office(if any)	Address
Patricia J. Gialopsos	Manager/ Member	2300 E. 88th Avenue, Anchorage

Attach this sheet to your application form

Accepted by:	Date	Application for	Case Number
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State of Alaska
 Division of Corporations, Business and Professional Licensing
CORPORATIONS SECTION
 PO Box 110806
 Juneau, AK 99811-0806
 Phone: (907) 465-2550
 Fax: (907) 465-2974
 Website: www.commerce.state.ak.us/occ

CORP

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ANCHORAGE

Division of Corporations, Business
 and Professional Licensing

**NOTICE OF CHANGE OF MEMBERS
 AND/OR MANAGERS**
Domestic or Foreign Limited Liability Company

Name of LLC F SCOTT & ERNEST, LLC Alaska Entity # 10000464

Prior information: Please provide *only* the name & title of the *prior* member and/or manager being replaced.

Name of <i>prior</i> member and/or manager being replaced	Title
PATRICIA GIALOPSOS	MEMBER
SPIROS GIALOPSOS	MEMBER
VASILIOS GIALOPSOS	MEMBER

If necessary use an 8½" x 11" sheet of paper and attach it to this form.

► The LLC *must* have at least one member. Please list the name, address and % held of each person/entity owning at least 5% interest in the company

New Information:

Please provide *only* the below information of the *replacements* for the above *prior* members and/or managers.

Title (► Indicates Required)	Name of the <i>replacement</i> for above <i>prior</i> member/manager	Mailing Address	City, State Zip	% Held
► Member <input checked="" type="checkbox"/> Manager	PATRICIA GIALOPSOS	2300 E 88TH AVE	ANCH AK 99507	33.4
<input checked="" type="checkbox"/> Member <input type="checkbox"/> Manager	SPIROS GIALOPSOS	2300 E 88TH AVE	ANCH AK 99507	33.3
<input checked="" type="checkbox"/> Member <input type="checkbox"/> Manager	VASILIOS GIALOPSOS	2300 E 88TH AVE	ANCH AK 99507	33.3
<input type="checkbox"/> Member <input type="checkbox"/> Manager				

If necessary use an 8½" x 11" sheet of paper and attach it to this form.

► This notice must be signed by an authorized person.

Signature of Authorized Person	Title	Date
	MANAGER	11-14-11

To resolve questions with this filing: Please be aware, this form will become public information.

Contact Name	Contact Phone Number
BRIAN J. STIBITZ, ATTORNEY	907-222-7100

There are no fees associated with this filing. If there is a change in the registered agent of this limited liability company, a *Registered Agent Registered Address Statement of Change* form is required. Forms and additional information are available on our web site at <http://www.commerce.state.ak.us/occ>

Return this form to: State of Alaska
 Corporations Section
 PO Box 110806, Juneau, AK 99811-0806

OPERATING AGREEMENT
OF
F SCOTT & ERNEST, LLC

THIS OPERATING AGREEMENT is made the 2nd day of November, 2011, by the persons whose names are subscribed below, who constitute the members of F Scott & Ernest, LLC, an Alaska Limited Liability Company, organized under the Alaska Revised Limited Liability Company Act of the State of Alaska. The Members agree as follows:

ARTICLE 1
Organization of Company

1.01. **Name.** The name of the limited liability company formed and operated pursuant to this Operating Agreement is F Scott & Ernest, LLC (hereinafter "the Company"), which is a limited liability company organized under the Revised Limited Liability Company Act of the State of Alaska.

1.02 **Registered Agent and Office.** The Company's registered agent in Alaska is Patricia J. Gialopsos, whose business address is 2300 E 88th Avenue, Anchorage, Alaska 99507. The Company may change registered agents or offices at any time upon proper notice and application to the State of Alaska.

1.03. **Principal Place of Business.** The Company's principal business operations are located in Alaska. The Company's mailing address is 2300 E. 88th Avenue, Anchorage, Alaska 99507. The Company may establish additional offices at any time.

1.04. **Term.** The term of existence of the Company began with the filing or acceptance of its Articles of Organization and shall continue until the dissolution and termination of the Company as provided in Article 10 of this Operating Agreement.

1.05. **Purpose.** The purpose of the Company is engaging in the business of owning and operating real properties for development and investment purposes, and to engage in any lawful business or activity for which a limited liability company may be organized under the Alaska Revised Limited Liability Company Act.

ARTICLE 2
Definitions

2.01. **Definitions.** As used in this Agreement, the following terms shall have the meanings set forth below:

(1) "Act" shall mean the Revised Limited Liability Company Act of the State of Alaska, as amended from time to time.

Page 1

- (2) "Agreement" means this Operating Agreement, as amended from time to time.
- (3) "Capital Account" means, with respect to any Member, the Member's capital contribution to the Company as adjusted pursuant to Article 3 of this Agreement.
- (4) "Capital Contribution" means, with respect to any Member, the amount of money and the initial gross asset value of any property other than money contributed to the Company with respect to the Membership Interest held by such Member pursuant to the terms of this Agreement.
- (5) "Code" means the Internal Revenue Code of 1986 and all Regulations promulgated thereunder, as amended from time to time, and any successor to the Code.
- (6) "Company" means the limited liability company formed or operated pursuant to this Agreement and named in section 1.01 of this Agreement, as it may from time to time be constituted.
- (7) "Manager" means the person named in section 6.01 of this Agreement and any successor or additional Manager elected in accordance with paragraph 6.05 of this Agreement, in their capacity as Manager of the Company.
- (8) "Member" means any person whose name is set forth in section 3.01 of this Agreement or who becomes a Member pursuant to section 3.02 of this Agreement. "Members" means all such persons. All references in this Agreement to a majority in interest of the Members shall mean Members holding more than 50 percent of the total Membership Interests then held by Members.
- (9) "Membership Interest" means a Member's ownership interest in the Company and such Member's right to participate in the management of the business and affairs of the Company, including, without limitation, the right to vote on, consent to, or otherwise participate in any decision or action of the Members pursuant to this Agreement or the Act. Unless otherwise agreed to in a writing signed by all of the Members and attached to this Agreement, the Members' respective percentage Membership Interests shall be those set forth in section 3.04 of this Agreement.
- (10) "Person" means any individual, partnership, corporation, limited liability company, trust or other lawful entity.
- (11) "Transferee" means the owner of an interest in the Company who is not a Member, including a person who has acquired an interest in the Company as the assignee of a Member pursuant to section 8.02 of the Agreement or as the successor in interest, personal representative or guardian upon the death, dissolution, bankruptcy or legal incapacity of a Member pursuant to Article 7 of this Agreement.

ARTICLE 3
Membership and Capital

3.01. **Initial Members.** The names and addresses of the initial Members of the Company are:

Name	Address
Patricia J. Gialopsos	2300 E. 88 th Avenue, Anchorage, Alaska 99507
Vasilios Gialopsos	2300 E. 88 th Avenue, Anchorage, Alaska 99507
Spiros Gialopsos	2300 E. 88 th Avenue, Anchorage, Alaska 99507

3.02. **New or Substituted Members.** New Members shall be admitted to the Company only upon the written consent of the Manager. An assignee of a Member's ownership interest in the Company shall be admitted to the Company as a substituted member only upon the written consent of the Manager. A new or substituted Member, as a condition of being admitted to membership in the Company, shall be fully bound by the terms and provisions of this Operating Agreement and all amendments thereto, whether or not the new or substituted Member actually signs this agreement or an addendum thereto.

3.03. **Ownership Interests.** The ownership interest of each Member of the Company shall be expressed in terms of a fraction. The total ownership interests of all Members shall always equal one (1). The ownership interests of new Members shall be determined prior to admission by the Manager. The ownership interests of the initial Members are set forth in section 3.04 of this Operating Agreement.

3.04. **Capital Contributions.** A Member's capital contributions to the Company shall consist of money and services. The Manager shall determine the value of all capital contributions. A Member shall not be entitled to withdraw a capital contribution without the consent of the Manager. A Member shall not be entitled to interest on or with respect to any capital contribution. Only with the consent of the Manager may a Member make additional capital contributions. The capital contributions required of new Members shall be determined by the Manager. The initial capital contributions and the initial ownership interests of the initial members of the Company are set forth below:

Type and Value of Capital

Name	Capital Contribution	Membership Interest
Spiros Gialopsos	to be determined	33.33%
Vasilios Gialopsos	to be determined	33.33%
Patricia J. Gialopsos	to be determined	33.34%

3.05. **Capital Accounts.** The Company shall maintain a capital account for each Member. A Member's capital account shall consist of the total amount of the Member's capital contributions to the Company, plus any net income or gain allocated to the Member by the Company, plus the

Page 3

amount of any Company liability assumed or secured by the Member, less the value of any money or property distributed to the Member by the Company, less any net losses allocated to the member by the Company, less the amount of any liabilities of the member assumed or secured by the Company.

3.06. Resignation of Member. A Member may resign, retire or withdraw from the Company at any time by giving sixty (60) days advance written notice thereof to the Manager. The provisions of Article 7 of this Operating Agreement shall govern the right of a resigning, retiring or withdrawing member to compensation for the Member's ownership interest in the Company. The resignation, retirement or withdrawal of a Member shall terminate the Member's membership and voting rights in the Company as of the date of the resignation, retirement or withdrawal.

3.07. Ownership of Company Property. Property transferred to or otherwise acquired by the Company is the property of the Company and is not the property of the Members individually. The Company shall acquire, hold, and convey property, including real property in the name of the Company. If the Company acquires an interest in property, the Company holds the title to the interest and not the Members individually.

3.08. Liability of Members. A Member shall not be liable for the debts, liabilities, contracts or other obligations of the Company. Except as otherwise provided by law, a Member shall be liable to the Company only to make any agreed capital contribution and shall not be required to lend or advance money to the Company or make additional capital contributions to the Company.

3.09. Distributions of Capital. Except as otherwise provided in this Agreement, a Member may not withdraw a Capital Contribution without the consent of the Manager. Under circumstances requiring a capital distribution to a Member, the Member shall have no right to receive property other than cash except as otherwise provided in this Agreement.

3.10. Loans to Company. If approved by the Manager, Members may make loans or advances to the Company. However, the amount of any such loan or advance shall not be treated as an increase in, or contribution to, the capital account of the lending or advancing Member and shall not entitle the lending or advancing Member to an increase in the Member's share of Company distributions.

ARTICLE 4

Allocations and Distributions

4.01. Allocation of Income and Loss. The net income or losses of the Company shall be allocated to the Members at the end of each accounting period in proportion to their respective ownership interests in the Company. The gains, losses, deductions and other income tax items of the Company shall be allocated to the Members in the same manner, except as otherwise provided in this Article.

4.02. **Partnership Tax Provision.** The Members expect and intend that the Company shall elect to be classified as a partnership for federal income tax purposes. The Members agree individually that they will do nothing with respect to their individual income tax returns that is inconsistent with or that will otherwise jeopardize the Company's partnership tax status.

4.03. **Special Tax Provision.** The income, gain, loss or deduction with respect to an asset contributed to the capital of the Company by a Member shall, in accordance with Section 704(c) of the Internal Revenue Code and solely for tax purposes, be allocated between the Members so as to take into account any variation between the adjusted income tax basis of the property to the Company and its actual value when contributed.

4.04. **Allocations Upon Transfer.** If, during an accounting period, a Member transfers the Member's rights to Company profits, losses and other income tax items to another person, the profits, losses and other tax items that would otherwise have been allocated to the transferring Member for the accounting period shall be allocated between the transferor and the transferee pursuant to any method chosen by the Member that is permitted under Section 706 of the Internal Revenue Code.

4.05. **Distributions.** All allowable distributions by the Company shall be made to the Members in proportion to their respective ownership interests as shown in the books and records of the Company. Distributions shall be made in the amount and at such times as are approved by the Manager. All distributions shall be by cash or Company check unless the Members approve a different form of distribution.

4.06. **Restriction on Distribution.** The Company shall not make a distribution to the Members unless immediately after giving effect to the distribution, all liabilities of the Company, other than liabilities to the members on account of their interest in the Company and liabilities as to which recourse of creditors is limited to specified property of the Company, do not exceed the fair value of the Company assets, provided that the fair value of any property that is subject to a liability as to which recourse of creditors is so limited shall be included in the Company assets only to the extent that the fair value of the property exceeds such liability.

ARTICLE 5 Accounting, Books and Records

5.01. **Accounting Practices and Tax Year.** The Company shall keep its books and records and prepare its financial statements in accordance with generally accepted accounting principles and shall prepare its income tax returns using such methods of accounting. The Company tax year shall be the calendar year.

5.02. **Location and Inspection.** Proper and complete books of account and records of the business of the Company shall be kept at the Company's principal office and at such other places as may be designated by the Manager. Notice shall be given to each Member of any changes in the location of the Company books and records. The Company books and records shall be open to

inspection, audit and copying by any Member, or the designated representative of a Member, upon reasonable notice at any time during business hours for any purpose reasonably related to the Member's interest in the Company. Any information so obtained or copied shall be kept and maintained in strict confidence except as otherwise required by law.

5.03. Reliance on Books and Records. A Member shall be fully protected in relying in good faith upon the records and books of account of the Company and upon such information, opinions, reports or statements presented to the Member, by the Company or any of its other Members, officers, or employees, or by any other person selected by the Company, as to matters which the member reasonably believes are within such other person's field of expertise, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

5.04. Reports and Tax Returns. Upon the request of any Member, a financial statement for the Company shall be made and reported on as of the end of each fiscal year. A copy of the annual financial statement and report shall be transmitted to the Members within ninety days after the end of each fiscal year. The Company shall, within ninety days after the end of each fiscal year, file a federal income tax informational return and transmit to each Member a schedule showing the Member's distributive share of the Company's income, losses, deductions, credits, and other information necessary to enable the Members to timely file their federal income tax returns. The Company shall also file, and provide information to the members regarding, all applicable state and local income tax returns. The Manager shall have the authority to exercise the functions provided in Sections 6221-6223 of the Internal Revenue Code and the authority to delegate those functions to another person.

ARTICLE 6 Management and Meetings

6.01. Manager. The Company shall be managed by one Manager. The Manager of the Company shall be Patricia J. Gialopsos.

6.02 Powers and Authority of Manager. Except as otherwise provided in this Agreement or in the Act, the Manager shall have the exclusive authority to manage the Company and its business, and to make all decisions regarding the business of the Company, or to delegate these functions to employees or agents of the Company. The Manager shall have the right, power and authority to do, on behalf of and in the name of the Company, all functions, acts and things as are, in the judgment of the Manager, reasonably necessary to carry on the business and purposes of the Company, including the appointment of such officers of the Company as the Manager deems appropriate. The Manager shall have all of the rights and powers which may be granted to Managers under the Act. The Manager shall have the right, power and authority to dissolve, terminate, wind up, and liquidate the Company set forth in Article 10 of this Agreement. Any person dealing with the Company may rely on the authority of the Managers to perform any act or function on behalf of the Company that is authorized by this Agreement or by the Act.

Page 6

6.03. Indemnification of Manager.

(1) The Company shall indemnify, hold harmless, and pay all judgments and claims against the Manager that are related to any liability or damage incurred by reason of any act performed or omitted to be performed by the Manager in connection with the business of the Company, including attorneys' fees incurred by the Manager in connection with the defense of any action based on any such act or omission.

(2) In the event of any action by a Member against the Manager, the Company shall indemnify, hold harmless, and pay all expenses of the Manager, including attorneys' fees, incurred in the defense of such action, if the Manager is successful in the action.

(3) The Company shall indemnify, hold harmless, and pay all expenses, costs or liabilities of the Manager who for the benefit of the Company makes a deposit, acquires an option, or makes any other similar payment or assumes any obligation in connection with any property proposed to be acquired by the Company and who suffers any financial loss as the result of such action.

6.04. Ratification of Actions. All disclosed actions taken by the Manager on behalf of the Company prior to the effective date of this Agreement are hereby ratified and confirmed by the Members.

6.05 Death, Incapacitation or Resignation of the Manager. In the event the Manager dies, becomes incapacitated, or resigns as Manager, the Members shall vote to elect a new Manager, to be determined by a majority vote.

6.06. Membership Meetings. The Members may hold regular or special meetings either in the State of Alaska or elsewhere. Regular meetings of the Members may be held without notice at such time and place as may be determined by the Members. Any Member may call a special meeting of the Members by giving ten (10) days prior written notice of the time, place and purpose of the meeting to the other members. Notice shall be as provided in section 11.03 of this Agreement. Any Member may waive notice of any meeting.

6.07. Action Without Meeting. The Members may take action without meeting if all Members sign a written consent to the action taken or in any other manner provided for in the "Action Without Meeting" provisions of the Alaska Limited Liability Company Act.

6.08. Telephonic Meetings. Members may participate in a meeting by means of conference telephone or other video or audio communications equipment whereby all persons participating in the meeting can simultaneously hear each other. Participation in such a meeting by a Member shall constitute the presence of the member at the meeting.

ARTICLE 7
Deceased or Disassociated Members

7.01. **Disassociation of a Member.** The withdrawal, resignation, retirement, expulsion, bankruptcy or dissolution of a member shall terminate the membership of the Member in the Company. Such a Member shall constitute a "disassociated Member."

7.02. **Compensation of Deceased or Disassociated Members.**

(1) If the death or disassociation of a Member causes the dissolution and termination of the Company, a deceased or disassociated Member, or the estate or legal representative thereof, shall be entitled to participate in the winding up and liquidation of the Company to the same extent as a Member.

(2) If the death or disassociation of a Member does not cause the dissolution and termination of the Company, a deceased or disassociated Member, or the estate or legal representative thereof, shall be entitled to compensation in an amount equal to the capital account of the deceased or disassociated Member as shown on the Company books, increased or decreased, as the case may be by the Member's share of Company profits or losses for the portion of the Company's current fiscal year ending on the date of the Member's death or disassociation, and decreased by withdrawals made by the member during that fiscal year and decreased by any damages sustained by the Company as a result of any expulsion or wrongful disassociation by the disassociated Member. No allowance shall be made for goodwill or other intangible assets except as those assets have been reflected in the Company books immediately prior to the death or disassociation of the Member. The amount payable under this section shall be paid by the Company to the deceased or disassociated Member, or to the estate or legal representative thereof, in not more than three (3) annual installments without interest, with the first such annual payment due six (6) months after the date of the death or disassociation of the Member.

ARTICLE 8
Transfers of Interests

8.01. **General Restriction.** Neither a Member nor a Transferee may transfer, whether voluntarily or involuntarily, any portion of the person's Membership or other Interest except with written consent of the Manager, and as provided in this Article. For purposes of this Article, a "transfer" includes, but is not limited to, any sale, assignment, gift, devise or other transfer upon death, exchange, hypothecation, collateral assignment or subjection to a security interest.

8.02. **Assignment of Membership Interest Without Substitution.** Subject to compliance with the conditions of sections 3.02, 8.01 and 8.05 of this Agreement, a Member shall have the right to transfer all or part of such Member's Membership Interest by a written instrument of assignment, the terms of which are not in contravention of this Agreement. The assigning Member shall deliver to the Manager a written instrument of assignment satisfactory to the Manager, duly

Page 8

executed by the assigning Member or such Member's personal representative or authorized agent. The assignment shall be accompanied by such assurances of genuineness and effectiveness and by such consents or authorizations of governmental or other authorities as may be reasonably required by the Manager. Unless and until admitted as a substitute or new Member in accordance with this Agreement, an assignee shall be deemed a Transferee, who shall be entitled to receive distributions from the Company, and be allocated profits and losses of the Company, attributable to the Membership Interest acquired by reason of such assignment from and after the effective date of the assignment of such Interest, as specified in section 8.07 of this Article. All other Company rights attributable to such transferred Interest, including, the right to inspect Company books and to vote on Company matters, shall terminate with respect to such Membership Interest until or unless the Transferee becomes a substituted or new Member; provided, however, that the Manager and the Company shall be entitled to treat the assignor of such Membership Interest as the owner thereof in all respects and shall incur no liability for distributions made in good faith to such assignor, until such time as both the beneficiary of such assignment has been recognized by the Company as an assignee in accordance with section 8.07 of this Article and the effective date of the assignment has passed.

8.03. Admission of Substituted Members. A Transferee may become a substituted or additional Member in the Company if, in addition to the requirements of sections 3.02, 8.01 and 8.05 of this Agreement, (1) the Transferee obtains the written consent of the Manager, whose consent may be withheld for any reason as a matter of discretion; and (2) the parties named in such assignment have executed and acknowledged such other instruments as the Manager may deem necessary or desirable to effect such admission. A Transferee accepted as a substitute or new Member shall have all of the rights and obligations of its predecessor in interest in the Company, to the extent that they relate to the transferred interest. Admission of a substituted or new Member shall be recognized by the Company as provided in section 8.07 of this Article.

8.04. Admission of New Members. Any person acceptable to the Manager may become a new or additional Member in the Company by the issuance of additional Membership Interests in exchange for such consideration as the Manager may require. The person may become a new or additional Member in the Company only if, in addition to the requirements of section 8.05 of this Article, the person executes such instruments as the Manager may deem necessary or desirable to effect such admission. Admission of new or additional Members shall be recognized by the Company as provided in section 8.07 of this Article.

8.05. Conditions on Transfers of Interests. The transfer of a Membership or other interest (including the interest of a Transferee) otherwise permitted by this Article shall be subject to the following additional limitations:

- (1) No Membership or other Interest may be transferred or issued if the proposed action, in the opinion of counsel for the Company, would result in the termination of the Company under Section 708 of the Code, would result in the cancellation of the Company's Articles of Organization, or would impair the Company's partnership tax status under the Code.

(2) No Membership or other Interest may be issued by the Company or transferred by a Member unless the transferee confirms in a writing acceptable to the Manager that the transferee has agreed to be bound by the terms and provisions of this Agreement.

(3) No transfer of a Membership or other Interest may be made unless the transferee shall have paid or, at the election of the Manager, becomes obligated to pay all reasonable expenses connected with such transfer, substitution or admission, including but not limited to the cost of preparing and filing any amendment to the Articles of Organization required to effect the transferee's admission as a new or substituted Member pursuant to section 8.07 of this Article.

(4) No Membership or other Interest may be transferred unless, if requested, the Manager receives an opinion of counsel, satisfactory in form and substance to the Company's counsel, to the effect that such transfer will not violate the Federal Securities laws, or any state securities or syndication laws. Such opinion shall, in the case of a transfer by a Member, be furnished at the expense of the Member.

8.06. Withdrawal of Member. Except as otherwise provided in this Article, no Member shall be entitled to withdraw or resign from the Company.

8.07. Recognition of Transferees and Substituted Members. Amendments to the books and records of the Company and, if required by law, amendments to the Articles of Organization, shall be made to recognize assignments of Membership Interests and, if applicable, admission of substituted or new Members. Assignments of Membership Interests and admissions of new Members shall be recognized and effective on and as of the first day of the first month following the date of the satisfaction of the conditions to the transfer and substitution set forth in this Article.

8.08. Obligations of Transferring Member. Except as otherwise agreed to by the Manager, no transfer by a Member of all or any portion of an interest in the Company shall relieve the transferring Member of any of the Member's obligations to the Company or of any liability as a Member, whether or not the person remains as a Member.

ARTICLE 9

Indemnification and Limitation of Liability

9.01. Indemnification. A Member shall be indemnified for all damages and expenses, including attorneys' fees, and held harmless by the Company from any liability resulting from any act or omission committed by the member on behalf of the Company to the fullest extent permitted under the Limited Liability Company Act and other laws of the State of Alaska.

9.02. Exculpation. A Member shall not be liable to the Company or to any other member for any act, omission or error committed by the member while acting on behalf of the Company in accordance with the standards of conduct, if any, established in the Alaska Limited Liability Company Act.

9.03. **Limitation of Liability.** A Member of the Company is not liable, solely by reason of being a member, under a judgment, decree, or order of a court, or in another manner, for a liability of the Company to a third party, whether the liability arises in contract, tort, or another form, or for the acts or omissions of another Member, Manager, manager's representative, agent, or employee of the Company to a third party.

ARTICLE 10 Dissolution and Termination

10.01. **Dissolution.** The Company shall be dissolved upon the first to occur of the following events:

- (1) The expiration of the term or period of existence, if any, set forth in its Articles of Organization.
- (2) The decision of the Manager to dissolve the Company.
- (3) The entry of a decree of judicial dissolution as provided in the Alaska Limited Liability Company Act.

10.02. **Winding Up.** The Manager shall have the power and authority necessary to marshal the Company assets, pay the Company creditors, distribute the Company assets, and otherwise wind up the business and affairs of the Company upon dissolution. The Manager shall also have the authority to continue to conduct the business and affairs of the Company after dissolution to the extent reasonably necessary to effect an orderly and profitable winding up of the Company's business and affairs.

10.03. **Liquidation and Termination.** After the dissolution of the Company and the winding up of its business and affairs, the Company shall be liquidated by the Manager, whereupon the assets of the Company shall be distributed in accordance with the distribution priorities set forth in the Alaska Limited Liability Company Act. Immediately following the distribution of the Company's assets, the Manager shall perform the acts necessary to terminate the existence of the Company.

ARTICLE 11 Miscellaneous

11.01. **Amendment.** This Operating Agreement, or any provision thereof, may be amended (a) at the discretion of the Manager, or (b) in the event of the death, incapacitation or resignation of the Manager, by a majority vote of the members at a special meeting duly called for that purpose.

11.02. **Governing Law.** The Limited Liability Company Act and other laws of the State of Alaska shall govern this Operating Agreement, as such Act and laws may from time to time be amended.

Page 11

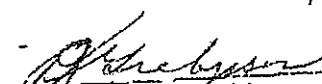
11.03. **Notices.** Any notice given by a Member to another Member or to the Company, or given by the Company to a Member, shall be in writing and shall be deemed effectively given upon personal delivery or upon deposit in the U.S. Mail by registered or certified mail, return receipt requested, or upon confirmed facsimile transmission for delivery to the company or to such Member, at the address or facsimile number shown in the records of the Company.


11.04. **Ratification of Organizer.** The acts and deeds of the organizer or organizers performed in the course of organizing the Company are hereby approved and ratified by the members.

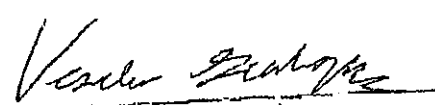
11.05. **Entire Agreement.** This Operating Agreement and the amendments thereto, if any, constitute the entire agreement among the parties with respect to the Company and the operation of its business.

11.06. **Binding Effect.** This Operating Agreement and the amendments thereto, if any, shall be binding on, and shall inure to the benefit of, the Company, the members, and their respective transferees, successors, assigns and legal representatives.

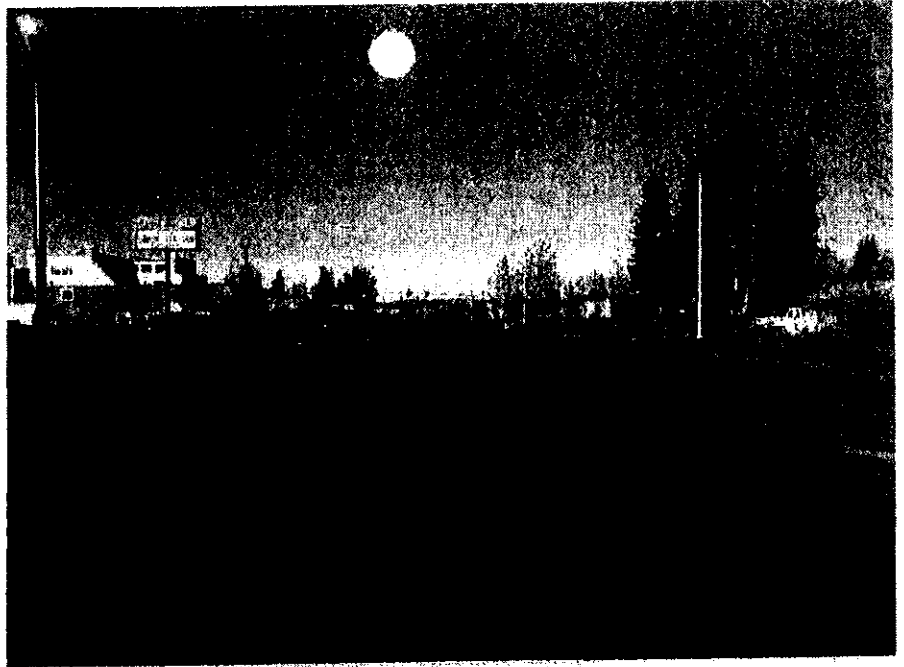
IN WITNESS WHEREOF, the Members have subscribed their names to this Agreement on or as of the day and year first above written.


Patricia J. Gialopsos, Manager

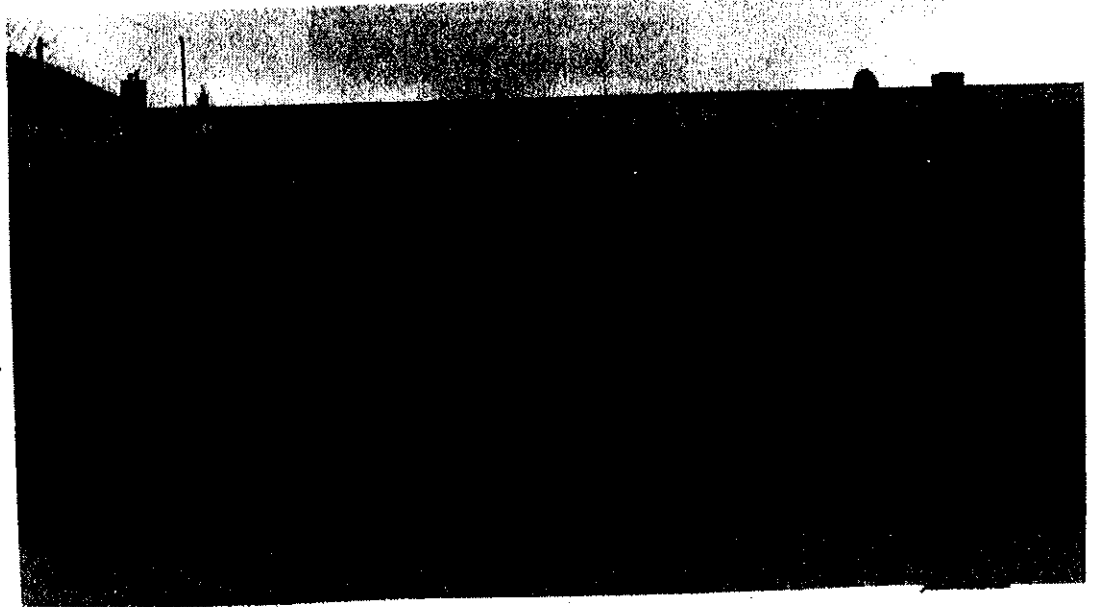

Spiros Gialopsos, Member


Vasilios Gialopsos, Member

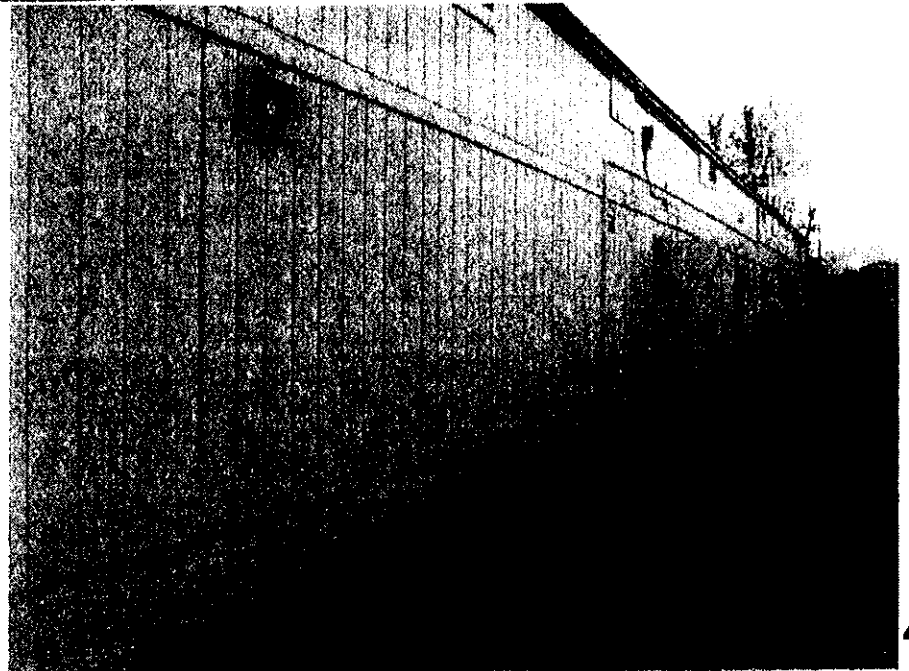
Facing west along East
88th Avenue; Subject at
left.



Facing southwest
towards front of subject.



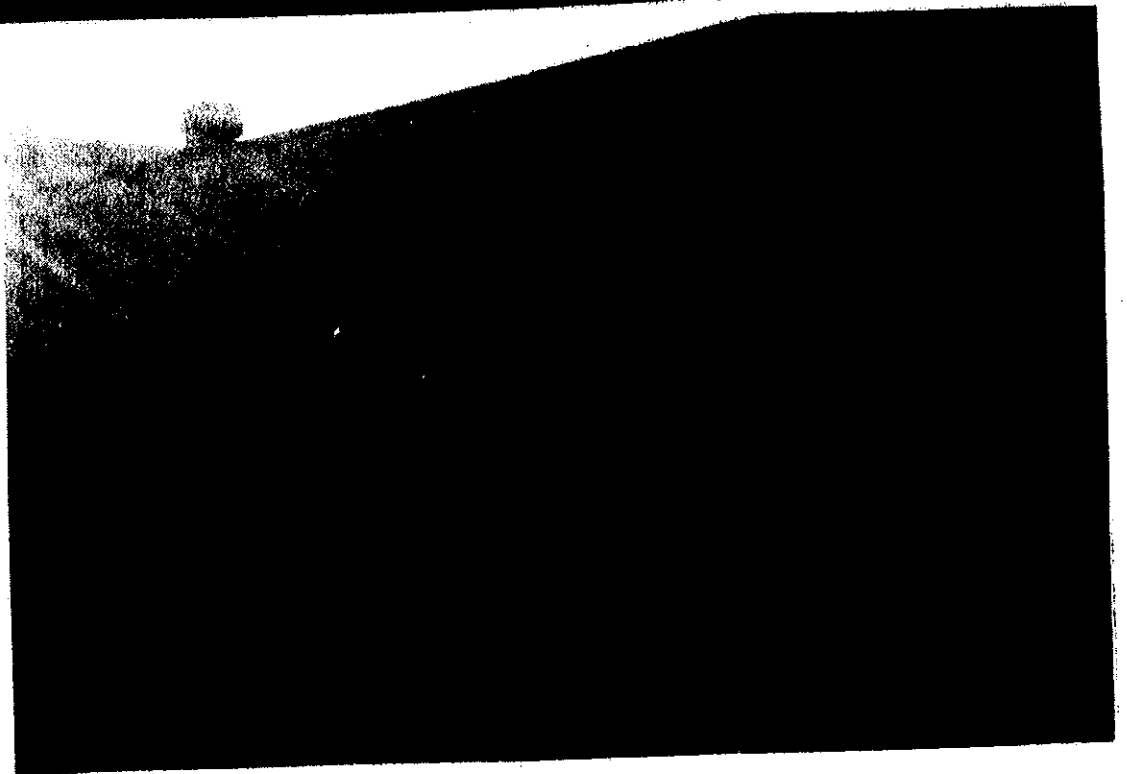
Subject's rear side.



West Side



East Side



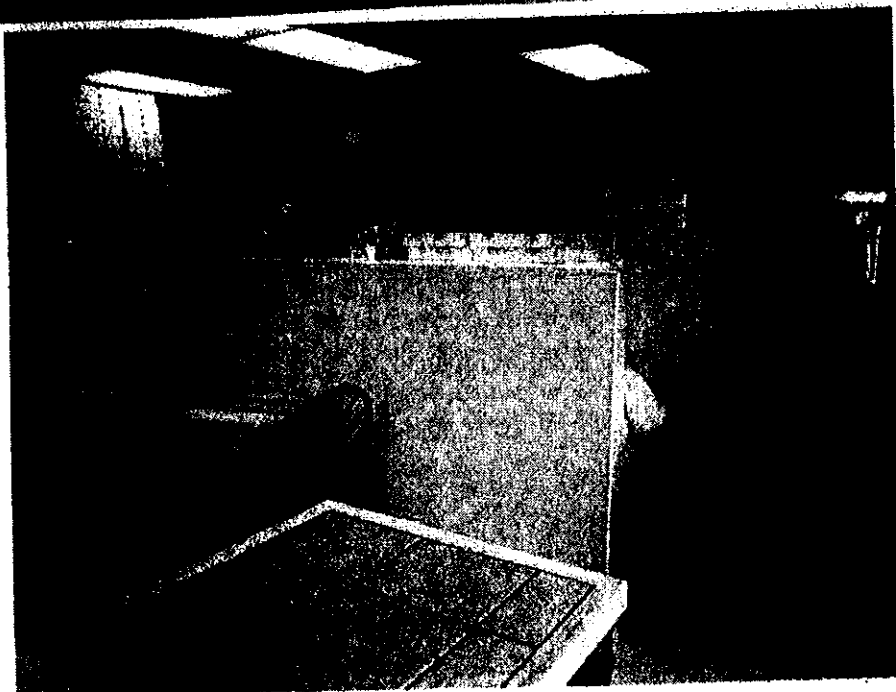
Seating area and bar.



Group dining area.



Front seating area.



Municipality of Anchorage

Office of the Municipal Clerk - Division of Business Licensing

632 West Sixth Avenue Anchorage, Alaska 99501 Suite 250

Phone: 343-4316 Fax: 249-7825

Mailing Address: P.O.Box 196650 Anchorage, AK 99519-6650

Sent: Oct 18, 2011

Due: Nov 1, 2011

Licensing Clerk: Amanda Moser

License: **Beverage Dispensary**

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Departments:	Anchorage Fire Department:	Nichols, Deneen	267-4900
	Health & Human Services:	Hickman, Jeff - Barrett, Tony	343-4372
	Code Abatement:	Romig, Howard - Woods, Mike	343-8334

In accordance with Title 10 of the Municipal Code, please review the attached application(s) and determine whether the proposed activity complies with the laws and regulations enforced by your department.

Transfer of Ownership

Previous License:

Current Application:

Owner:

Owner: **F. Scott & Ernest LLC**

DBA:

DBA: **Little Italy Restaurante**

Address:

Address: **2300 East 88th Street**

City/State:

City/State: **Anchorage AK , 99505**

Parcel ID: 01429197000

Community Councils: Abbott Loop

Reason for Protest/Conditions: _____

CODE ABATEMENT

Approved: *M. W. Woods 343-8328* Date: *10-31-2011 1:45 P.M.*

Protested: _____ Date: _____

Transfer Liquor License

PAGE 1 OF 2

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

(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

wSECTION A - LICENSE INFORMATION. Must be completed for all types of applications.			FEES
License Year: 2011	License Type: Beverage Dispensary License	Statute Reference Sec. 04.11.090	License Fee: \$
License #: 2988			Filing Fee: \$100.00
Local Governing Body: (City, Borough or Unorganized) Municipality of Anchorage		Community Council Name(s) & Mailing Address: Abbott Loop Community Council 1057 W. Fireweed Lane #100 Anchorage AK 99503 atamagni@alaska.net 349-1736	
Name of Applicant (Corp/LLC/LP/LLP/Individual/Partnership): F Scott & Ernest, LLC		Doing Business As (Business Name): Little Italy Restaurante	Fingerprint: (\$54.25 per person) Total Submitted: \$
Mailing Address: 2300 E. 88 th Street City, State, Zip: Anchorage AK 99507		Street Address or Location of Premise: same	Business Telephone Number: 344-1515 Fax Number: 349-1358
			Email Address: glaneka@aol.com cvozar@gci.net

SECTION B - TRANSFER INFORMATION.

<input checked="" type="checkbox"/> Regular Transfer <input type="checkbox"/> Transfer with security interest: Any instrument executed under AS 04.11.670 for purposes of applying AS 04.11.360(4)(b) in a later involuntary transfer, must be filed with this Application (15 AAC 104.107). Real or personal property conveyed with this transfer must be described. Provide security interest documents. <input type="checkbox"/> Involuntary Transfer. Attach documents which evidence default under AS 04.11.670.	Name and Mailing Address of <i>CURRENT</i> Licensee: Squid, Inc. 1712 Ship Avenue, Anchorage AK 99501 Business Name (dba) <i>BEFORE</i> transfer: River City Street Address or Location <i>BEFORE</i> transfer: 12800 Old Glenn Hwy, Eagle River AK
---	---

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

Closest school grounds: Abbott Loop Elementary	Distance measured under: <input checked="" type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No.	<input type="checkbox"/> Premises is GREATER than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input type="checkbox"/> Premises is LESS than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input checked="" type="checkbox"/> Not applicable
Closest church: Abbott Loop Community Church	Distance measured under: <input checked="" type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No.	
Premises to be licensed is: <input type="checkbox"/> Proposed building <input 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?

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

Name	Name of Business	Type of License	Business Street Address	State
Spiros Gialopsos	Little Italy Restaurante	Restaurant-Eating Place	2300 E. 88 th Street	Anchorage, Alaska
Patricia Gialopsos	Little Italy Restaurante	Restaurant-Eating Place	2300 E. 88 th Street	Anchorage, Alaska

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

Yes No If Yes, attach written explanation.

Office use only

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

Liquor License

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

Name of Entity (Corporation/LLC/LLP/LP) (or N/A if an Individual ownership): F Scott & Ernest, LLC		Telephone Number: 344-1515	Fax Number: 907 849 1358
Corporate Mailing Address: 2300 88 th Street	City: Anchorage	State: Alaska	Zip Code: 99507
Name, Mailing Address and Telephone Number of Registered Agent: Spiros Gialopsos, 2300 88 th Street, Anchorage AK 99507		Date of Incorporation OR Certification with DCED: September 15, 2011	State of Incorporation: Alaska

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

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

Name	Title	%	Home Address & Telephone Number	Work Telephone Number	Date of Birth
Spiros Gialopsos	Member	50	6961 Colonial Court, Anchorage AK 99502	344-1515	1-29-1957
Patricia Gialopsos	Member	50	6961 Colonial Court, Anchorage AK 99502	344-1515	12-29-1953
Vasilios Gialopsos	Member	50	6961 Colonial Ct Anch 99502	344-1515	8-24-85

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

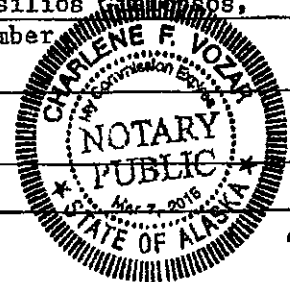
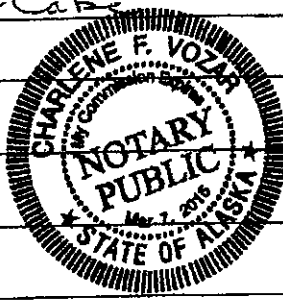
Individual Licensees/Affiliates (The ABC Board defines an "Affiliate" as the spouse or significant other of a licensee. Each Affiliate must be listed.)

Name: Patricia Gialopsos Address: 6961 Colonial Court Anchorage AK 99502 Home Phone: Work Phone: 344-1515	Applicant <input type="checkbox"/> Affiliate <input checked="" type="checkbox"/> Date of Birth: 12-29-53	Name: Address: Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/> Date of Birth:
Name: Address: Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/> Date of Birth:	Name: Address: Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/> Date of Birth:

Declaration

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

Signature of Current Licensee(s) Signature David T. McCabe	Signature of Transferee(s) Signature Patricia Gialopsos
Signature Name & Title (Please Print) David McCabe, President	Signature Patricia Gialopsos attorney in fact for Spiros Gialopsos Name & Title (Please Print) Patricia Gialopsos, Member Spiros Gialopsos, Member
Subscribed and sworn to before me this 10 day of September, 2011.	Subscribed and sworn to before me this 10 day of September, 2011
Notary Public in and for the State of Alaska	Notary Public in and for the State of Alaska
My commission expires: 3-7-15	My commission expires: 3-7-15



**Agreement of Purchase
And
Sale of Beverage Dispensary License**

Squid, Inc, an Alaska Corporation, of 1712 Ship Avenue, Anchorage, Alaska 99501, hereinafter "Seller", and Spiros Gialopsos and Patricia Gialopsos of Prinillas, LLC hereinafter "Purchaser" agree to the Sale and Purchase of the following:

Beverage Dispensary License Number 2988
issued by the State of Alaska, Alcoholic Beverage Control Board

The purchase price shall be Two Hundred Forty Five Thousand and ^{00/100} \$245,000⁰⁰.

The purchase price shall be paid in its entirety in cash at the time of closing the sale.

Purchaser will deposit earnest money in the amount of \$5,000⁰⁰ with the Seller which shall be applied to the purchase price at the time of closing the sale. If Purchaser shall fail to perform the terms of this agreement the earnest money deposit shall be forfeited as and for liquidated damages suffered by Seller. Seller is not, however, precluded from asserting any other legal or equitable remedy, which may be available to enforce this agreement.

DATED in Anchorage, Alaska this 10th day of September, 2011.


SELLER

PURCHASER

David T. McCabe
David T. McCabe, President
Squid, Inc

Patricia Gialopsos
Spiros Gialopsos
Spiros Gialopsos

Earnest Money is fully Refundable to purchaser if the license transfer is not consummated through no fault of either party (i.e., ABC Board or other governmental denial of transfer).

DTM


LITTLE ITALY RESTAURANTE
2300 E 88th Avenue
Anchorage, AK 99507-3910
907-344-1615

WELLS FARGO BANK ALASKA, NA
89.6/122

8705

Sept 10, 2017

PAY TO THE
ORDER OF

Squid, Inc.
Five Thousand & no/100

\$ 5,000⁰⁰

DOLLARS  

MEMO *EARNEST MONEY FOR LICENSE*

[Signature]

⑈008705⑈ ⑆125200057⑆ ⑆100088164⑈

⑆125200057⑆ ⑆100088164⑈

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

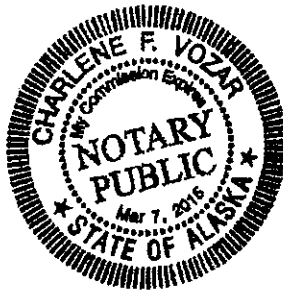
AFFIDAVIT

I/We David McCabe as President of Squid, Inc 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 Squid, Inc dba River City located at 12300 Old Glenn Highway, Eagle River, AK 99571 in connection with liquor license number 2988 and that the following is a listing of accounts payable and taxes owed by the above licensed business as of 9/10/2011.

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

SIGNED David T. McCabe SIGNED _____

SIGNED _____ SIGNED _____



Subscribed & sworn to before me this 10 day of September 2011

[Signature]
Notary Public in & for Alaska

My commission expires 3-7-15

(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:

1. a. Posting of application for a new _____ liquor license
for _____
located at _____
(address and/or location)

OR

- b. Posting of application for transfer of a Beverage Dispensary liquor license
currently issued to Squid, Inc. whose business name (d/b/a)
is River City located at 12300 Old Glenn Hwy Eagle River AK
(address and/or location)

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


September 22, 2011 to October 3, 2011

*** 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 Little Italy Restuarante
2300 E. 88th Ave., Anchorage AK 99507
- b. Other conspicuous location in the area Lake Otis Post Office
5855 Lake Otis Parkway, Anchorage AK 99507

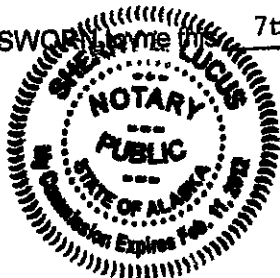
3. I believe that with the approval of this application population would not at one time exceed in the aggregate of one license of the type requested for population as provided by law. AS 04.11.400 (check one)

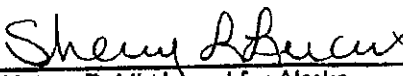
- a. () a radius of five (5) miles of the proposed location.
- b. (X) an incorporated city, organized borough or unified municipality.
- c. () does not apply (application filed under AS 04.11.400(d)(e)(g) or transfer of license holder or location within an incorporated city or unified municipality or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



Charlene Vozar (signature)

SUBSCRIBED and SWORN to before me this 7th day of October, 2011.





Notary Public in and for Alaska
My commission expires: 2/11/12

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

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

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

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

LICENSEE: F. Scott & Ernest

D/B/A: Little Italy Restaurants

ADDRESS: 3300 E. 98th Ave

1. Hours of Operation: 5pm to 11pm Telephone # 797-344-1515
 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): Security alarms - attempted 'diner dash'

3. Duties of employment: Serving, bussing, dishwashing, cooking

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

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

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

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

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

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

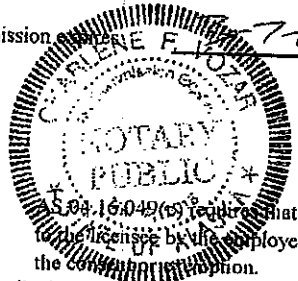
I certify that I have read AS 04.16.049, AS 04.16.060, 13 AAC 104.715-795 and have instructed my employees about provisions contained therein.

[Signature]
Applicant(s) signature

Subscribed and sworn to before me this 11 day of October, 2011

[Signature]
Notary Public in and for Alaska

My Commission expires 7-15



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

Date: _____

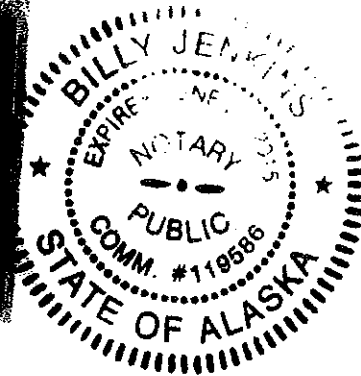
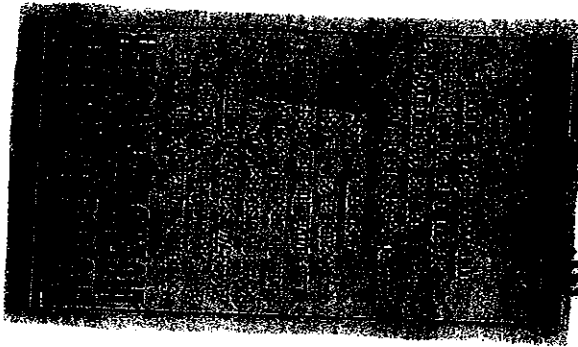
Director, ABC Board

Date: _____

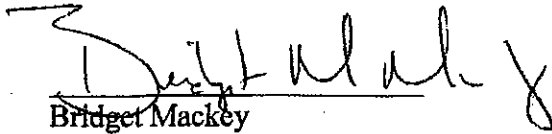
NOTE: AS 04.16.049(b) requires that written parental consent and an exemption by the Department of Labor must be provided to the licensee by the employee who is under 19 years of age. Persons 19 and 20 years of age are not required to have the consent of their parent.

* Describe how food is served on back of form.

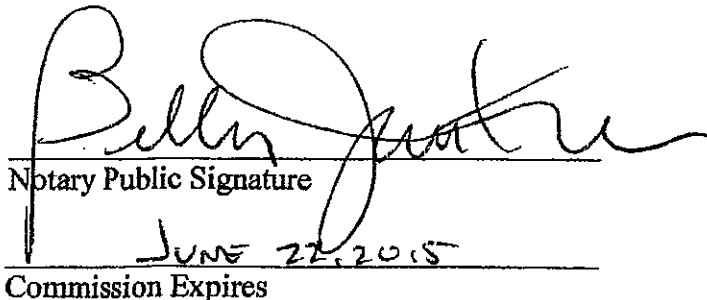
ANCHORAGE PUBLISHING, CO.
540 E. Fifth Avenue
Anchorage, Alaska 99501
Phone: 561-7737 Fax: 561-7777



I, Bridget Mackey, advertising representative for Anchorage Publishing, Co., verify that the liquor license transfer notice for Squid Inc. d/b/a River City to F. Scott & Ernest, LLC d/b/a Little Italy Ristorante appeared in the September 15, September 22, and October 6, 2011 issues of the Anchorage Press Newspaper.


Bridget Mackey

Subscribed and sworn to me in the Municipality of Anchorage, in the state Alaska, on this 6TH day of OCTOBER, 2011.


Notary Public Signature
JUNE 22, 2015
Commission Expires



State of Alaska
 Division of Corporations, Business and Professional Licensing
CORPORATIONS SECTION
 PO Box 110806
 Juneau, AK 99811-0806
 Phone: (907) 465-2550
 Fax: (907) 465-2974
 Website: www.commerce.state.ak.us/occ

DO NOT STAMP ABOVE THIS BOX
RECEIVED
CORP
SEP 15 2011
 ANCHORAGE
 Division of Corporations, Business
 and Professional Licensing
 (OFFICE USE ONLY)

ARTICLES OF ORGANIZATION
 Domestic Limited Liability Company

The undersigned person(s) of the age of 18 years or more, acting as organizers of a limited liability company under the Alaska Limited Liability Act (AS 10.50) hereby adopt the following Articles of Organization:

Article 1. Name of the Limited Liability Company. *The name of a limited liability company must contain the words "limited liability company" or the abbreviation "L.L.C.," or "LLC".*

F SCOTT & ERNEST, LLC

Article 2. The purpose for which the company is organized. *A limited liability company may list any lawful as its purpose:*

ANY LAWFUL PURPOSE

Article 3. Registered Agent Name and Address: *Must have a physical and mailing address in Alaska.*

Name:	Sprios Gialopsos		
Mailing Address:	2300 E. 88th Street		
Physical Address if Mailing Address is a Post Office Box:			
	City: Anchorage	AK	ZIP Code: 99507

Article 4. Duration: *Duration is the length of time a limited liability company expects to exist. It may be a specific future date (mm/dd/yyyy) of less than 100 years or "perpetual".*

Duration: PERPETUAL

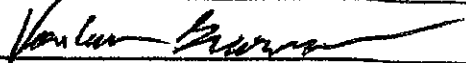
Article 5. Management:

- The limited liability company is managed by its members
- The limited liability company is managed by its manager

Article 6. Optional Provisions: (Attach a separate 8½" x 11" sheet if necessary.)

Article 7. Organizers:

One or more organizer shall sign the Articles of Organization for a limited liability company.

Name of Organizer (Print or Type)	Signature of Organizer	
Vaslios Glalopsos		09 / 14 / 11
Name of Organizer (Print or Type)	Signature of Organizer	
		__ / __ / __

To resolve questions with this filing: Please be aware, this form will become public information.

Contact Name	Contact Phone Number
Patricia Glalopsos	907-344-1515

If you have specific legal questions or concerns about this filing, you are strongly advised to consult an attorney or other professional to assist you.

Mail completed Articles of Organization form and the **\$250.00** application fee (in U.S. dollars) to:

State of Alaska
Corporations Section
PO Box 110806
Juneau, AK 99811-0806

For additional information or forms please visit our web site at: www.commerce.state.ak.us/occ

FOR IMMEDIATE PROCESSING, file the Articles of Organization ONLINE at: www.commerce.state.ak.us/occ
Online filing allows you to receive your Certificate of Organization that can be printed immediately from your home or office computer.

INITIAL REPORT: After filing your Articles of Organization online at www.commerce.state.ak.us/occ, return to Online Filing and file the Initial Report for this entity.

DISCLOSURE OF LIMITED LIABILITY COMPANY ACTIVITIES USING THE NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

A separate Disclosure of Limited Liability Company Purpose must be attached to the Articles of Organization that most closely describes the activities of the limited liability company. The NAICS Code must not conflict with the purpose listed in the Articles of Organization.

A list of NAICS codes can be viewed or printed at the website below:

<http://www.commerce.state.ak.us/occ>

The **6 digit** NAICS industry grouping code which most clearly describe the initial activities of the limited liability company is:

5	2	3	9	9	9
---	---	---	---	---	---



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

AK Entity #:
 Date Filed:
 State of Alaska
 Department of Commerce

**Limited Liability Company
 Online Initial Report**

Alaska Entity # :	Entity Mailing Address
F Scott & Ernest, LLC	2300 E. 88th Street Anchorage AK 99507

Name and Mailing Address of Registered Agent:	Physical Address of Agent if Mailing Address is a PO Box or Mail Stop
Vasilios Gialopsos	2300 E. 88th Street Anchorage AK 99507

Please print the names and addresses of the managers of the company, or, if the company is not managed by a manager, the names and addresses of the members of the company. You must also list the name and address of each person owning at least five percent interest in the company and the percentage of interest owned by that person.

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

Title - Check Applicable Box	Name	Mailing Address	City, State, Zip	% Interest Held
<input checked="" type="checkbox"/> Member <input type="checkbox"/> Manager	Spiros Gialopsos	2300 E. 88th Street	Anchorage AK 99507	50
<input checked="" type="checkbox"/> Member <input type="checkbox"/> Manager	Vasilios Gialopsos	2300 E. 88th Street	Anchorage AK 99507	50
<input type="checkbox"/> Member <input type="checkbox"/> Manager				
<input type="checkbox"/> Member <input type="checkbox"/> Manager				
<input type="checkbox"/> Member <input type="checkbox"/> Manager				
<input type="checkbox"/> Member <input type="checkbox"/> Manager				

If necessary, attach a list of additional officers, directors, shareholders, and alien affiliates on a separate 8 1/2 X 11 sheet of paper.

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

9-15-11 _____ Date
 _____ Signature
 Member _____ Title

RECEIVED
 SEP 15 2011
 ANCHORAGE
 Division of Corporations, Business and Professional Licensing 58

LEASE

THIS LEASE IS MADE by and between PATRICIA J. GIALOPSOS and SPIROS GIALOPSOS ("Landlord") and F SCOTT & ERNEST, LLC, an Alaska limited liability company ("Tenant"). Landlord and Tenant enter into this Lease for the purpose of leasing premises commonly known as Little Italy Restaurant, located at 2300 E. 88th Avenue, Anchorage, Alaska, for the purposes consistent with the terms and conditions of this Lease.

Landlord and Tenant agree as follows:

Article 1 - The Premises Being Leased

1.1 Landlord leases to Tenant portions of the premises 2300 E. 88th Ave., Anchorage, Alaska, not including the portion known as 88th Street Pizza (the "Leased Premises").

Article 2 - Term of Lease

2.1 Term. The term of this Lease shall be on a year-to-year basis beginning on the date of execution of this Lease, and ending on the date of written notice by either Tenant or Landlord of its termination.

Article 3 - Rent

3.1 Amount and Payment of Rent. The rent of the Leased Premises shall be \$1 per year, due in advance on the first day of each year.

3.4 Operating Expenses. Landlord shall pay all the operating costs for Leased Premises, including property taxes, utilities, building insurance premiums, maintenance, repairs, janitorial services, and supplies, security, building management services, salaries, wages, and inventory costs, and any fees associated with the Lease.

Article 4 - Use of Leased Premises

4.1 Purpose. The Leased Premises shall be for Tenant's operation of a restaurant and bar, including the sale of alcoholic beverages.

4.2 Compliance with Laws/Building Rules and Regulations. Tenant shall promptly comply with all requirements of all federal, state, or local laws or regulations. Tenant shall observe all reasonable rules and regulations which Landlord may establish from time to time for the management, safety, and care of the Building. Any violation of such rules and regulations shall, after ten (10) days written notice and failure to correct, be deemed a material breach of this Lease by Tenant.

Article 5 - Utilities and Other Services Furnished by Landlord

5.1 List of Utilities and Services. Landlord shall furnish the following utilities and services at Landlord's expense:

- a) Electricity for lighting and power for Tenant's use, seven days per week, twenty-four hours per day
- b) Heating
- c) Hot and cold water
- d) Parking and snow removal
- e) All expenses associated with the operation of the Building

Article 6 - Tenant Improvements

6.1 Ownership. Landlord will own all realty and personalty, regardless of who bears the costs of such improvements, including tenant improvements, unless otherwise noted as an amendment to this Lease.

6.2 Subsequent Alterations and Improvements. Tenant shall not make any alterations, additions, or tenant improvements in or to the Leased Premises without the prior written consent of Landlord. Tenant shall provide to Landlord for Landlord's review and approval a detailed description of any proposed alterations or improvements. Landlord has the sole discretion to determine whether to approve such tenant improvements based on the possible affect of such alterations or improvements on the operation, value or appearance of Building. All alterations, additions, and improvements, except Tenant's fixtures and equipment, shall immediately become the property of Landlord. Upon the removal of Tenant's fixtures and equipment which become attached to the Leased Premises, Tenant shall restore the Leased Premises to the condition that they were prior to the installation of such items.

Article 7 - Maintenance, Repair and Management of Building

7.1 Landlord's Responsibility. Landlord shall keep the Leased Premises in a neat, clean, and sanitary condition and shall keep the Leased Premises and all items installed by Tenant in good condition and repair. Tenant shall not commit waste or nuisance of any kind on or about the Leased Premises and Tenant shall pay for all damages to the Leased Premises caused by misuse or neglect of the Leased Premises or the Building by Tenant or Tenant's employees, agents, or invitees. At the expiration or termination of the Lease, Tenant shall surrender the Leased Premises in good condition and repair, normal wear and tear and damage by fire or other casualty excepted. Landlord shall maintain and repair the interior and exterior of the Building.

Article 10 - Default and Remedies

10.1 Event of Default. The occurrence of any of the following events shall be deemed an event of default:

- a) if rent shall be in arrears for a period of twenty (20) days or more;
- b) if Tenant fails to keep or perform any of the covenants or conditions of this Lease within ten (10) days after written notice of default;
- c) if Tenant's leasehold interest shall be subject to attachment or levy;
- d) if a receiver is appointed for Tenant's property or any part thereof; or
- e) if a petition in bankruptcy or arrangement is filed by or against Tenant or if Tenant shall be declared insolvent or if assignment of Tenant's property shall be made for the benefit of creditors.

10.2 Remedies. In the event of the occurrence of any event of default, Landlord shall have the right, with written notice or demand to terminate this Lease, and at any time thereafter enter into and recover possession of the Leased Premises and remove Tenant and any other person occupying the same, by any lawful means and repossess and enjoy the Leased Premises without prejudice to any of the remedies that Landlord may have under this Lease, or at law equity, by reason of Tenant's default or of such termination. In the event of the occurrence of any event of default, if Landlord elects not to terminate, this Lease shall continue in effect and Landlord may enforce all its rights and remedies under this Lease, or at law or equity, by reason of Tenant's default.

10.3 Termination by Reason of Default. In the event of termination by reason of an event of default, Landlord shall be entitled to recover immediately all unpaid monthly rental payments through the end of the lease term, plus the cost of any cleanup, refurbishing, removal of Tenant's property and fixtures, any remodeling costs, attorney's fees, court costs, broker's commissions and advertising costs, and the unpaid costs of any tenant improvements being amortized over the term of this Lease.

Article 11 - Transfer of Interest

11.1 Assignment and Subletting. Tenant shall not assign, transfer, sublet or allow the occupancy of the whole or any part of the Leased Premises by another without the express written consent of the Landlord, which consent shall not be unreasonably withheld.

11.2 Subordination. Tenant agrees that this Lease shall be subordinate in interest to any mortgage or deed of trust covering the Building or Property now in effect or hereafter given by the Landlord; provided Tenant's occupancy of the Leased Premises shall not be interfered with so long as Tenant is not in breach of this Lease.

11.3 Successors and Assigns. Subject to the restrictions on assignment provided in paragraph 11.1 above, all terms, conditions, covenants and agreements of this Lease shall

extend to and be binding upon Landlord, Tenant and their respective successors and assigns and upon any person, firm or corporation coming into ownership or possession of any interest in the Leased Premises.

Article 12 - General Provisions

12.1 Taxes. Landlord shall pay any taxes levied on Tenant's personal property maintained in, on, or about the Leased Premises, and all license and excise fees and occupation taxes covering Tenant's business conducted on the Leased Premises, and any sales and rental taxes that may be assessed from time to time. Landlord shall pay any real property taxes and assessments payable on the Property.

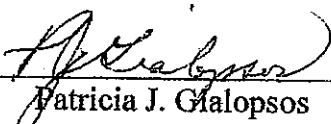
12.2 Surrender of Possession. Tenant, at the expiration or sooner termination of this Lease, shall surrender the Leased Premises in good, neat, clean, and sanitary condition, except for the reasonable wear and tear and damage not caused by any act or omission by Tenant, its employees, agents, or invitees.

12.3 Force Majeure. Notwithstanding anything to the contrary herein, Landlord shall not be liable for or responsible to Tenant for anything or for any delay caused by fire, earthquake, explosion, flood, hurricane, the elements, acts of God, action or interference of governmental authorities or agents, war, riots, strikes, or lockouts or any other cause, whether similar or dissimilar to the foregoing, which is beyond the reasonable control of Landlord. Any delays due to such causes shall not be deemed a breach or default by the Landlord of the terms of this Lease.

12.4 Entire Agreement. This Lease contains the entire agreement of Landlord and Tenant. This agreement may be modified only by written agreement signed by both Landlord and Tenant.

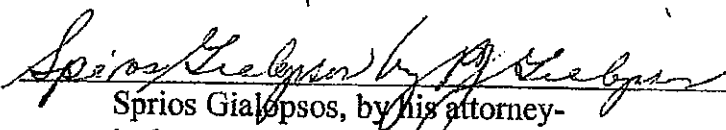
Landlord:

Date: 10-11-2011



Patricia J. Gialopsos

Date: 10-11-2011

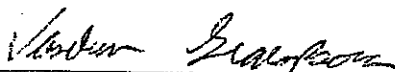


Spiros Gialopsos, by his attorney-
in fact, Patricia J. Gialopsos

Tenant:

F SCOTT & ERNEST, LLC
An Alaska limited liability company

Date: 10/11/11

By: 

Vasilios Gialopsos, Member

LEASE

WARRANTY DEED

(Creating Tenancy by the Entirety)

Ala 284

The Grantors, BUDD M. VIGUE, a married person and JAY HARRY HUNISON, a married person, whose address is 2069 Duke Drive, Anchorage, Alaska 99508 for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, do hereby convey and warrant unto the Grantees, SPIROS GIALOPSOS and PATRICIA J. GIALOPSOS, husband and wife, whose address is 2300 E. 88th, Anchorage, Alaska 99507 as TENANTS BY THE ENTIRETY, with the right of survivorship, and to the heirs of the survivor, the following described real property, to-wit:

Lot One (1) of MOOREHAND SUBDIVISION, ADDITION NO. 3, according to Plat 70-203, filed in the Anchorage Recording District, Third Judicial District, State of Alaska, EXCEPTING THEREFROM the South 10 feet.

SUBJECT TO ALL reservations, easements, exceptions, restrictions, covenants, conditions and rights-of-way of record, if any.

SUBJECT TO that certain Deed of Trust, including the terms and provisions thereof, dated February, 1992 executed by Budd M. Vigue and Jay H. Hunison, Sr., Trustees, to Alaska First Title, Trustee, for the benefit of State of Alaska Public Employees Retirement System, to secure the original sum of \$147,500.00 and interest; recorded February 27, 1992, in Book 2249, at Page 488. The Grantees herein do not assume said Deed of Trust but take the property subject to said Deed of Trust. The Grantors herein agree to pay said prior Deed of Trust and hold the Grantee harmless for the payment of said prior Deed of Trust.

TOGETHER WITH, ALL AND SINGULAR, the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the premises, all and singular, together with the appurtenances and privileges thereto incident unto said Grantees, and to the heirs, executors, administrators, and assigns of the survivor, FOREVER.

DATED this 11th day of May, 1993.

GRANTORS:

GRANTEES:

Budd M. Vigue
BUDD M. VIGUE

Spiros Gialopsos
SPIROS GIALOPSOS

Jay Harry Hunison
JAY HARRY HUNISON

Patricia J. Gialopsos
PATRICIA J. GIALOPSOS

STATE OF ALASKA)

) ss.

THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 11th day of May, 1993, by BUDD M. VIGUE and JAY HARRY HUNISON.

Wanda E. Farris
Notary Public in and for Alaska

My commission expires: 7/25/93

State of Alaska
NOTARY PUBLIC
WANDA E. FARRIS
My Commission expires July 25, 1993

STATE OF ALASKA)

) ss.

THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 13th day of May, 1993, by SPIROS GIALOPSOS and PATRICIA J. GIALOPSOS.

Wanda E. Farris
Notary Public in and for Alaska

My commission expires: 7/25/93

When Recorded Return to:
Mr. & Mrs. Spiros Gialopsos
2300 E. 88th
Anchorage, Alaska 99507

State of Alaska
NOTARY PUBLIC
WANDA E. FARRIS
My Commission expires July 25, 1993

CC#2

A
L
A
S
K
A

2011-05 145-0

Recording Dist: 301 - Anchorage
10/31/2011 12:35 PM Pages: 1 of 1

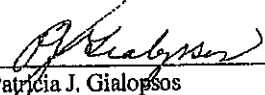


QUITCLAIM DEED
(AS 34.15.040)

This Deed is by and between the Grantors, Spiros Gialopsos and Patricia J. Gialopsos, husband and wife, 6961 Colonial Court, Anchorage AK 99502, and the Grantee, PRINILLAS, LLC, an Alaska limited liability company, of 2300 E. 88th Avenue, Anchorage, AK 99507. Grantors represent that the above-described real estate is not and has never been used as a family home or homestead.

The Grantors convey and quitclaim to the Grantee all interest Grantors have, if any, in the following described real estate:

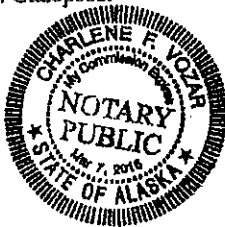
Lot (One) 1, MOOREHAND SUBDIVISION, ADDITION NO. 3, according to Plat 70-203, filed in the Anchorage Recording District, Third Judicial District, State of Alaska, excepting therefrom the South 10 feet.

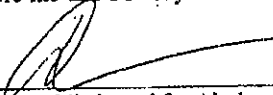


Patricia J. Gialopsos

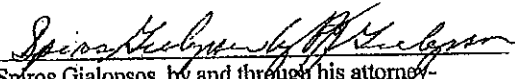
STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 31st day of October, 2011, by Patricia J. Gialopsos.





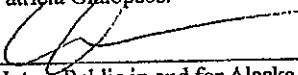
Notary Public in and for Alaska
My commission expires: 3-7-15



Spiros Gialopsos, by and through his attorney-in-fact, Patricia Gialopsos

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

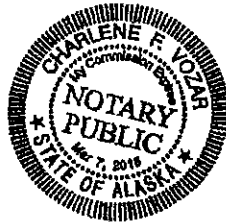
The foregoing instrument was acknowledged before me this 31st day of October, 2011, by Spiros Gialopsos, by and through his attorney-in-fact, Patricia Gialopsos.



Notary Public in and for Alaska
My commission expires: 3-7-15

RECORD IN THE ANCHORAGE
RECORDING DISTRICT
AFTER RECORDING RETURN TO:

PATRICIA GIALOPSOS
2300 E 88TH AVE
ANCHORAGE AK 99507



Departmental Comments

MUNICIPALITY OF ANCHORAGE



Planning & Development Services Dept.
Development Services Division

RECEIVED

Building Safety

DEC 09 2011

MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

MEMORANDUM

Comments to Miscellaneous Planning and Zoning Applications

DATE: December 9, 2011

TO: Angela Chambers, Manager, Zoning and Platting

FROM: Ron Wilde, P.E.
Building Safety

SUBJECT: Comments for Case 2012-001

No Comment

McLaughlin, Francis D.

From: Gray, James D.
Sent: Wednesday, November 30, 2011 9:59 AM
To: McLaughlin, Francis D.
Subject: FW: Plat comments

RECEIVED

NOV 30 2011

MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

James D. Gray, P.E.; EFO
Acting Fire Marshal
Anchorage Fire Department, Fire Prevention Division
267-4970
www.muni.org/prevention; grayjd@muni.org

From: Gray, James D.
Sent: Monday, November 14, 2011 10:17 AM
To: Whitfield, David R.
Subject: RE: Plat comments

2012-001

Zoning

Abbott Loop

11/14/2011

JG

No objection

MUNICIPALITY OF ANCHORAGE



Community Development Department
Development Services Division

Private Development Section

Mayor Dan Sullivan

RECEIVED

NOV 29 2011

MEMORANDUM

MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

Comments to Anchorage Assembly Applications/Petitions

DATE: November 29, 2011
TO: Angela Chambers, Current Planning Section Supervisor
FROM: Matthew Hendrick, Plan Review Engineer
SUBJECT: Comments for Assembly Public Hearing date: January 17, 2012

Case No. 2012-001 – A request for concept/final approval of a conditional use to permit an alcohol beverage dispensary use in the I-1 Light Industrial district.

Private Development has no objection to the conditional use.

Case No. 2012-005 – A request for concept/final approval of a conditional use to permit an alcohol beverage package store in the B-3 General Business district.

Private Development has no objection to the conditional use.

Municipality Of Anchorage
ANCHORAGE WATER & WASTEWATER UTILITY

RECEIVED

MEMORANDUM

NOV 23 2011

MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

DATE: November 22, 2011

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

FROM: Paul Hatcher, Engineering Tech III, AWWU PAH

SUBJECT: **Zoning Case Comments**
Planning & Zoning Commission Hearing January 17, 2012
Agency Comments due December 20, 2011

AWWU has reviewed the materials and has the following comments.

12-001 **MOOREHAND #3 LT 1 LESS S10', A request concept/final approval of a conditional use to permit an alcoholic beverage dispensary use, Grid SW2333**

1. AWWU sanitary sewer is available to this parcel.
2. AWWU water is supplied by another water utility.
3. 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

Municipality of Anchorage
Treasury Division
Memorandum

RECEIVED

NOV 17 2011

MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

Date: November 15, 2011
To: Angela Chambers
Patty Long
Planning Dept.
From: Diana Flavin, Revenue Officer
Subject: Liquor License Conditional Use Comments

Request for conditional use permit 2012-001 for Little Italy Restaurante located at 2300 E 88th Ave, Anchorage, AK.

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

Stewart, Gloria I.

From: Whitfield, David R.
Sent: Monday, November 14, 2011 11:47 AM
To: Stewart, Gloria I.
Subject: FW: Plat comments

RECEIVED

NOV 14 2011

MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

Dave Whitfield

Senior Planner
Community Development Department
Municipality of Anchorage
(907) 343-8329 ph
(907) 249-7919 fx
whitfielddr@muni.org

From: Gray, James D.
Sent: Monday, November 14, 2011 10:17 AM
To: Whitfield, David R.
Subject: RE: Plat comments

2012-001	Zoning	Abbott Loop	11/14/2011	JG	Obtain fire inspection for li the restaurant
S11900-1; 11901-1	Zoning	Alaska Auto Mall sub	11/14/2011	JG	No comment
2011-141	Zoning	U med and new arena	11/14/2011	JG	Verify that all road widths, Elmore intersection meet t 2009 IFC, section D103.1
2011-143	Zoning	Russian Jack park rebuild	11/14/2011	JG	Verify that all road widths, meet the minimum require D103.1
S11897-1	Zoning	Lowes Sub	11/14/2011	JG	No comment
S11898-1	Zoning	State of Alaska	11/14/2011	JG	No comment
S11099-6	Zoning	ER High School	11/14/2011	JG	No objection to extension

James D. Gray, P.E.; EFO
Acting Fire Marshal
Anchorage Fire Department, Fire Prevention Division
267-4970
www.muni.org/prevention; grayjd@muni.org

ABBOTT LOOP COMMUNITY COUNCIL

7001 Oakwood Dr.
Anchorage, AK 99507

Phone: Wk: 562-1366
Hm: 849-1736
Fax: (907) 562-1366
email: atamagni@alaska.net

November 1, 2011

Ms. Charlene F Bozar
Little Italy Restaurante
2300 E 88th Avenue
Anchorage, AK 99507

Re: Transfer Application-Beverage Dispensary

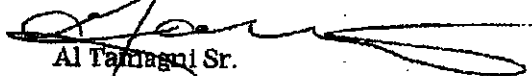
Dear Ms. Bozar:

This will serve as formal notice of action of Abbott Loop Community Council at it's meeting on October 27, 2011.

The Council voted unanimously to approve and endorse the transfer of a Beverage Dispensary License to Little Italy Restaurante located a 2300 East 88th Avenue, Anchorage, Alaska 99507.

Little Italy has been a long established successful business in the Abbott Loop Council Area for many years, we are happy to see your continued expansion and success in our area.

Sincerely Yours:



Al Tamagni Sr.
President

Cc: file

Municipality of Anchorage
P. O. Box 196650
Anchorage, Alaska 99519-6650
(907) 343-7942

FIRST CLASS MAIL

014-293-29-000
WEIMER PAUL A & ESTHER G
9001 TOLOFF STREET
ANCHORAGE, AK 99507

RECEIVED

DEC 9 3 2011

MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

**ASSEMBLY
NOTICE OF PUBLIC HEARING** Tuesday, January 17, 2012

Planning Dept Case Number: **2012-001**

The Assembly of the Municipality of Anchorage will hold a public hearing on a petition proposing a conditional use at its regular meeting of Tuesday, January 17, 2012. The meeting begins at 6:00 p.m. in the Assembly Chambers of the Z. J. Loussac Library, 3600 Denali Street. The petition is for the following:

CASE: 2012-001
PETITIONER: F. Scott & Ernest, LLC
REQUEST: Assembly conditional use for an alcoholic beverage dispensary use
TOTAL AREA: 0.450 acres
SITE ADDRESS: 2300 E 88TH AVE
CURRENT ZONE: I-1 Light industrial district
COM COUNCIL(S): 1--Abbott Loop

LEGAL/DETAILS: An alcoholic beverage dispensary Conditional Use for a restaurant (Little Italy Restaurant) Moorehand #3, Lot 1. Less s 10 feet. Generally located south of E. 88th Avenue, west of Golovin Street and east of Elm Street.

The Zoning Ordinance requires that you be sent notice because your property is within the vicinity of the petition area. This will be the only public hearing and you are invited to attend and present testimony, if you so desire.

If you would like to comment on the petition this form may be used for your convenience. Mailing Address: Municipality of Anchorage, Department of Community Development, Planning Division, P.O. Box 196650, Anchorage, Alaska 99519-6650. For more information call 343-7942, FAX 343-7927. Case information may be viewed at www.muni.org by selecting Departments / Community Development / Planning / Current Planning and then clicking on the hyperlink "View active cases and maps".

Name: Paul A. Weimer
Address: 9001 Toloff St Anchorage, AK 99507-3952
Legal Description: Moorehand #4 Lot 10
Comments: We object to the petition request
1. There are already enough alcohol dispensary businesses in
the area
2. The business under consideration seem already profitable
without this addition.

Municipality of Anchorage
P. O. Box 196650
Anchorage, Alaska 99519-6650
(907) 343-7942

FIRST CLASS MAIL

014-262-26-000
EMBLEY-MOE
2317 RASPBERRY RD
ANCHORAGE, AK 99502

RECEIVED

DEC 20 2011

MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

**ASSEMBLY
NOTICE OF PUBLIC HEARING**

Tuesday, January 17, 2012

350242254 0005
Planning Dept Case Number: **2012-001**

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Name: Kenneth Embley
Address: 8720 Cameron St, AIA 99507 6601 AK 99507
Legal Description: _____
Comments: We have no problem with this
Kenneth Embley

Municipality of Anchorage
P. O. Box 196650
Anchorage, Alaska 99519-6650
(907) 343-7942



014-262-21-000
KINN FOLK LLC
9900 HILLHAVEN CIRCLE
ANCHORAGE, AK 99507

RECEIVED

DEC 19 2011

MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

**ASSEMBLY
NOTICE OF PUBLIC HEARING - - Tuesday, January 17, 2012**

Planning Dept Case Number: 2012-001

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CDM COUNCIL(S): 1--Abbott Loop

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Name: Debra Kinn Phone 336-9900
Address: 9474 Tolly St S6101 & 8777 Tolly St (1st)
Legal Description: Googebun Lot 1, Block 2
Comments: We find this restaurant to be exception and professional in all aspects of the business. we approve this petition

2012-001

Posting Affidavit and Historical Information



AFFIDAVIT OF POSTING

RECEIVED


Case Number: 2012-001

NOV 15 2011

MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

I, Charlene Vozar, 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 Conditional Use. The notice was posted on Nov. 4, 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 15th day of November, 2011.

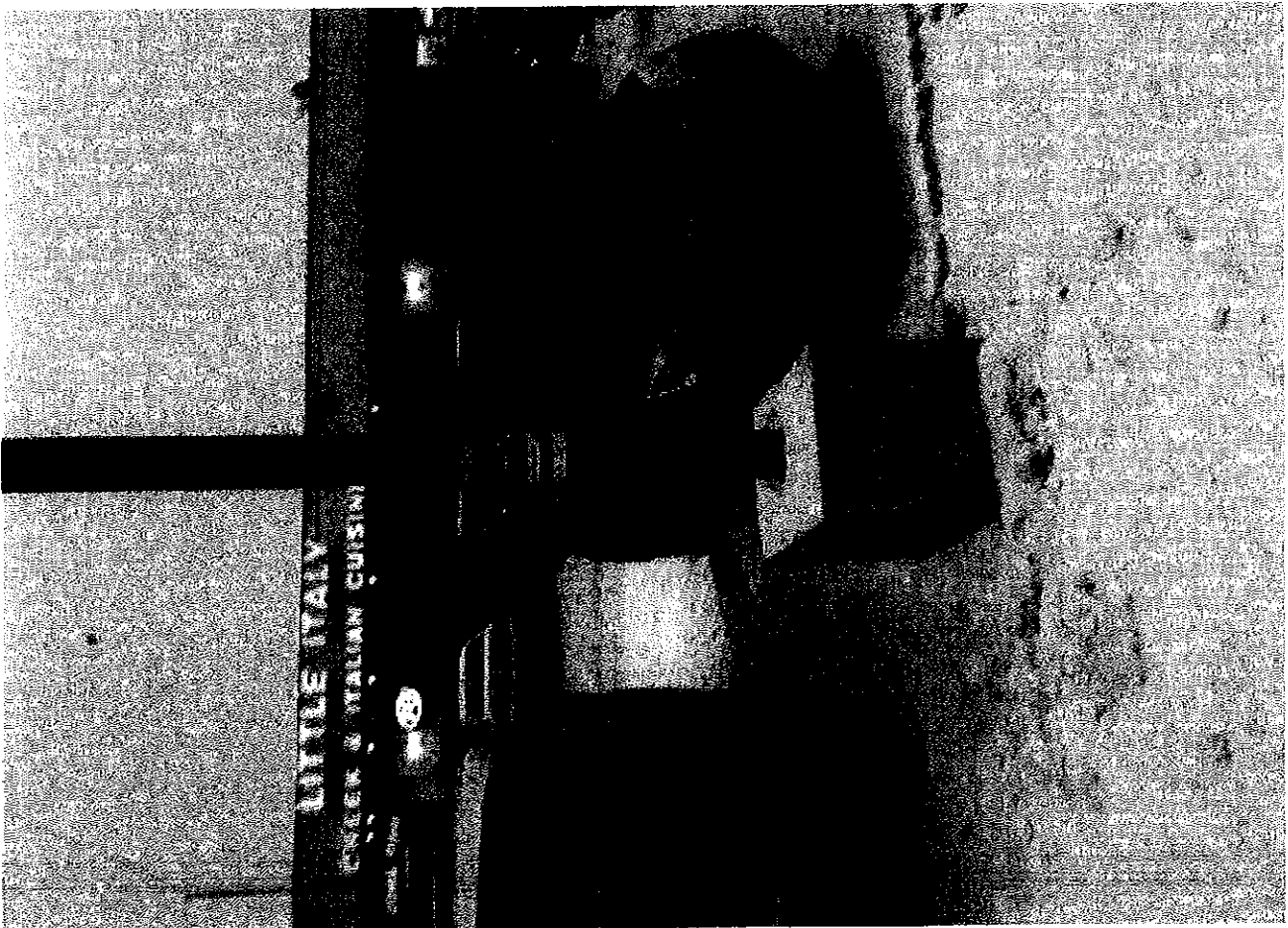
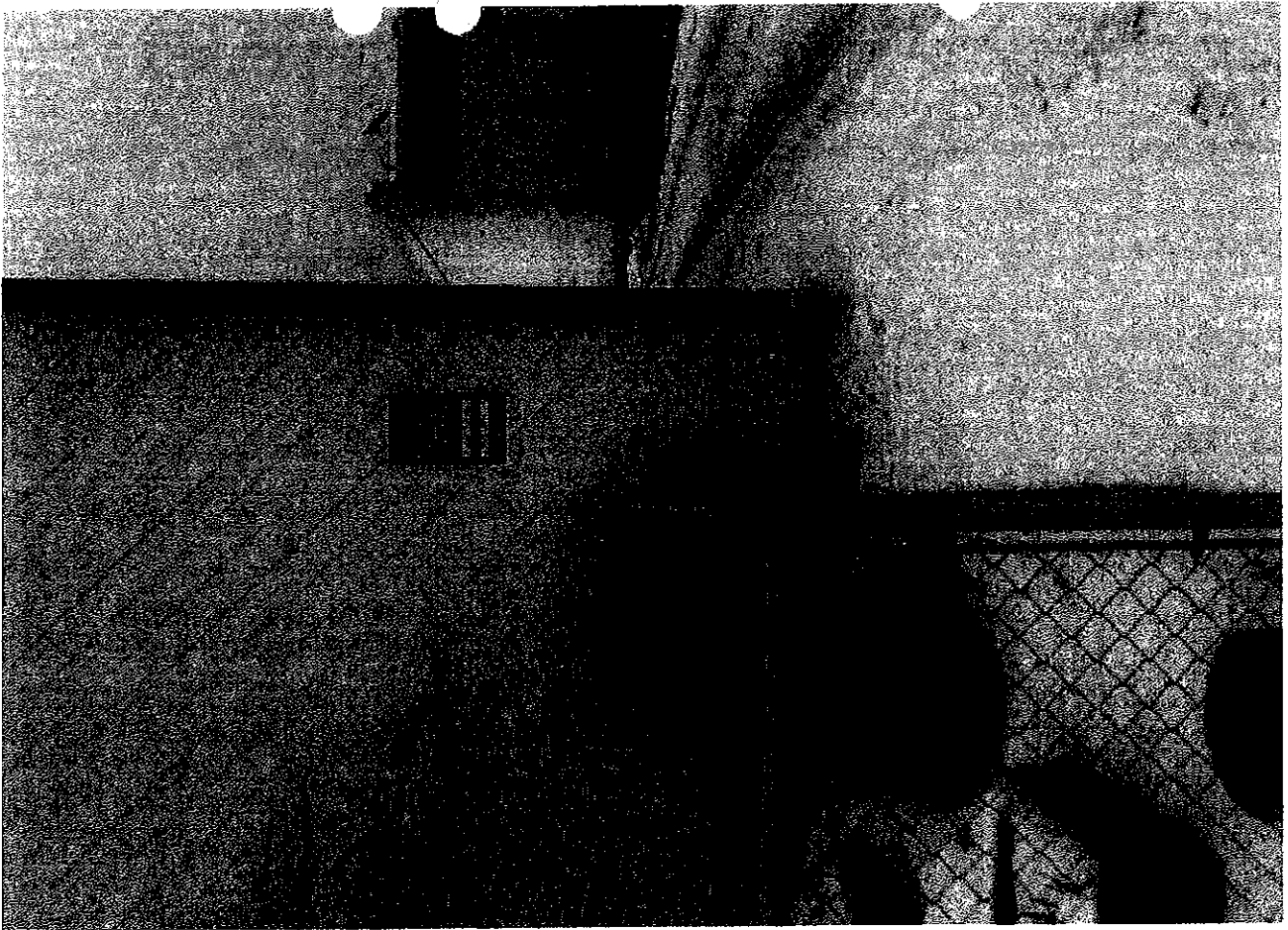

Signature

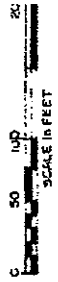
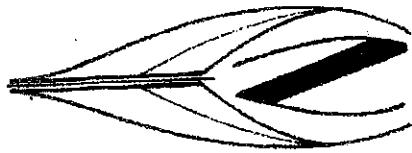
LEGAL DESCRIPTION

Tract or Lot _____

Block _____

Subdivision Moonbeam #3 Lot 1, less 510'

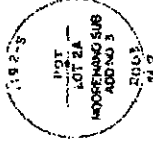




JUDITH KENNEL TOMBRAY
 1000 W. 10th St.
 Des Moines, IA 50319
 515-281-1111



RECOVERED 2 1/2" DIA. ALUM.
 CAPPED MON. 0.5' BELOW GRADE



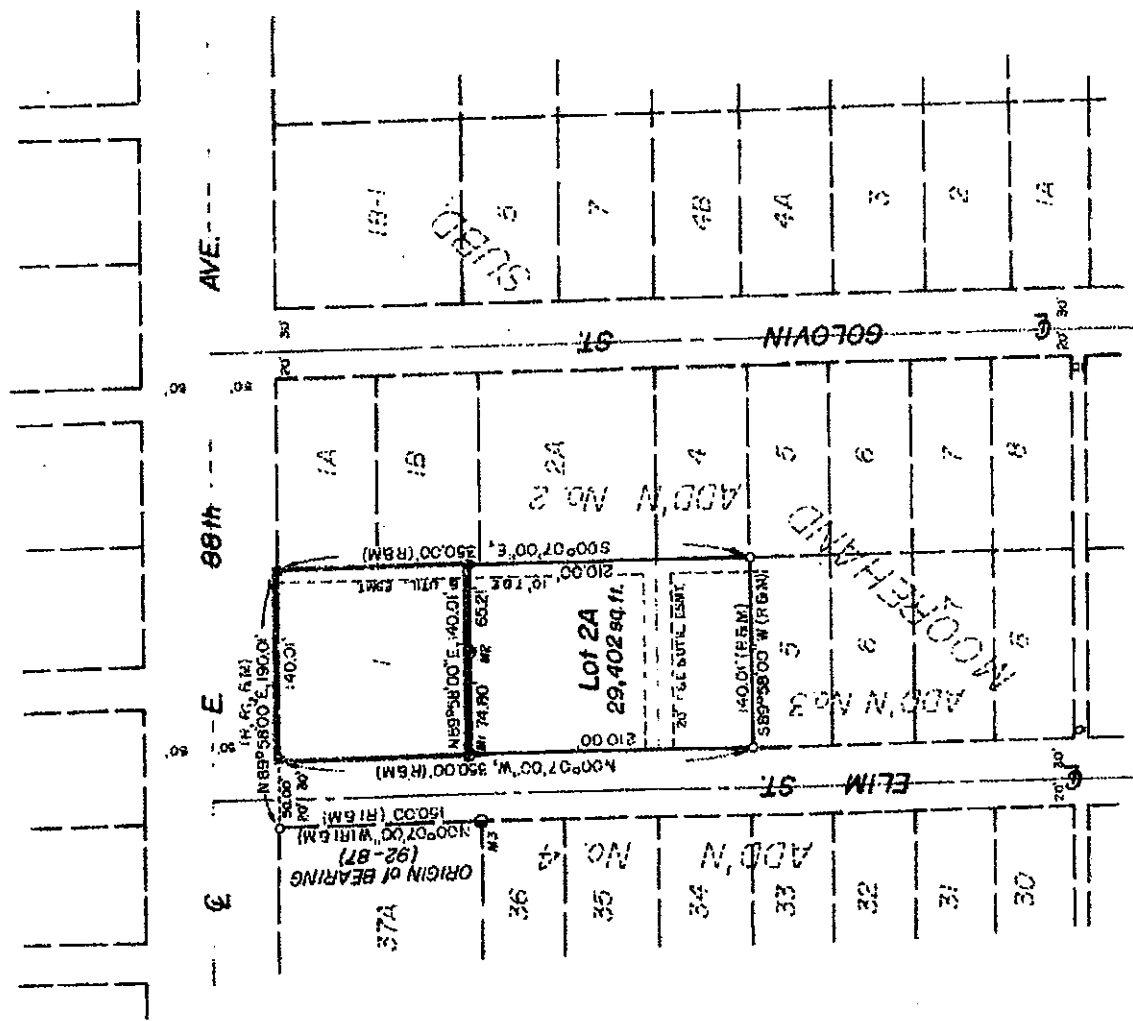
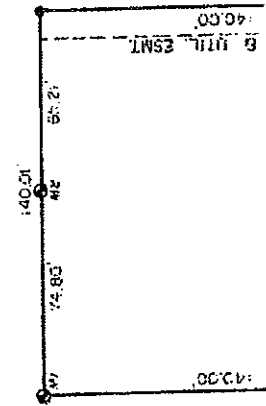
SET 3" DIA. ALUM. CAPPED MON.
 ON 2 1/2" x 30" PIPE, FLUSH W/
 GROUND.



SET 3" DIA. ALUM. CAPPED MON.
 ON 2 1/2" x 30" PIPE, FLUSH W/
 GROUND.

NOTES

1. THE SOUTH 10' OF LOT 1 WAS CREATED BY THAT CERTAIN WARRANTY DEED AS RECORDED IN BOOK 840, PAGE 0788.
2. THIS IS A SPLIT ZONED LOT CONTAINING I-1 & R-5 AS SHOWN ON THIS PLAT. ALL STRUCTURES AND USES SHALL CONFORM TO THE ALLOWED STRUCTURES AND USES OF THE ZONING DISTRICT IN WHICH THEY OCCUR.



PLAT MAP
 LITTLE ITALY