COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE (this "Lease") dated this 14th **day of** MAY, 20 17

BETWEEN:

Kathryn Staskon of 1030 Angler Drive, Kenai Alaska 99611
Telephone: 907-420-4176 Fax: _____
(the "Landlord")

OF THE FIRST PART

- AND -

Peninsula Botanicals LLC. of 1030 Angler Drive Unit B Kenai Alaska 99611
Telephone: 907-420-4176 Fax: _____
(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:

   a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;

   b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 1030 Angler Drive Unit B, Kenai Alaska 99611, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;

   c. "Common Areas and Facilities" mean:

      i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to

time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;

d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;

e. "Premises" means the commercial premises at 1030 Angler Drive Unit B, Kenai Alaska 99611.

f. "Rent" means the total of Base Rent and Additional Rent.

Intent of Lease

2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

Leased Premises

3. The Landlord agrees to rent to the Tenant the commercial premises municipally described as 1030 Angler Drive Unit B, Kenai Alaska 99611, (the "Premises"). The Premises are more particularly described as follows:
Detached Garage.
The Premises will be used for only the following permitted use (the "Permitted Use"):
This facility will be used for the sole purpose of cultivating marijuana, all business and activities deemed necessary to conduct business in a legal fashion.
Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted Use.

4. While the Tenant, or an assignee or subtenant approved by the Landlord, is using and occupying the Premises for the Permitted Use and is not in default under the Lease, the Landlord agrees not to Lease space in the Building to any tenant who will be conducting in such premises as its principal business, the services of: This facility will be used for the sole purpose of cultivating marijuana, all business and activities deemed necessary to conduct business in a legal fashion.

5. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the building containing the Premises without the prior written permission of the Landlord, which permission may be unreasonably withheld. Upon thirty (30) days' notice, the Landlord may revoke any consent previously given under this clause.

Term

6. The term of the Lease is a periodic tenancy commencing at 12:00 noon on May 14, 2017 and continuing on a year-to-year basis until the Landlord or the Tenant terminates the tenancy.

Rent

7. Subject to the provisions of this Lease, the Tenant will pay a base rent of $1,555.00, payable per month, for the Premises (the "Base Rent").

8. The Tenant will pay the Base Rent on or before the 1st day of each and every month of the term of this Lease to the Landlord.

9. The Tenant will be charged an additional amount of $30.00 for any late payment of Rent.

Use and Occupation

10. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will carry on business under the name of Peninsula Botanicals and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.

11. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

Security Deposit

12. On execution of this Lease, the Tenant will pay the Landlord a security deposit equal to the amount of $1,555.00 (the "Security Deposit") to be held by the Landlord without interest. The Landlord will return the Security Deposit to the Tenant at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.

13. The Tenant may not use the Security Deposit as payment for the Rent.

14. Within 30 days after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to: 1030 Angler Drive Unit B Kenai Alaska 99611, or at such other place as the Tenant may advise.

Quiet Enjoyment

15. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

16. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

17. If the Tenant continues to occupy the Premises without the written consent of the Landlord at the expiration or other termination of the term, then the Tenant will be a tenant at will and will pay to the Landlord, as liquidated damages and not as rent, an amount equal to twice the Base Rent plus any Additional Rent during the period of such occupancy, accruing from day to day and adjusted pro rata accordingly, and subject always to all the other provisions of this Lease insofar as they are applicable to a tenancy at will and a tenancy from month to month or from year to year will not be created by implication of law; provided that nothing in this clause contained will preclude the Landlord from taking action for recovery of possession of the Premises.

Tenant Improvements

18. The Tenant will obtain written permission from the Landlord before doing any of the following:

    a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;

    b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;

    c. removing or adding walls, or performing any structural alterations;

    d. installing a waterbed(s);

    e. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;

f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose; or

g. affixing to or erecting upon or near the Premises any radio or TV antenna or tower.

Utilities and Other Costs

19. The Tenant is responsible for the direct payment of all utilities in relation to the Premises.

Insurance

20. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.

Attorney Fees

21. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant as Additional Rent. All rents including the Base Rent and Additional Rent will bear interest at the rate of Twelve (12%) per cent per annum from the due date until paid.

Governing Law

22. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Alaska, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

23. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Alaska (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

24. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Bulk Sale

25. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Care and Use of Premises

26. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.

27. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.

28. The Tenant will not engage in any illegal trade or activity on or about the Premises.

29. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

30. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

31. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

32. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

33. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

34. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

35. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Landlord as rental arrears.

36. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 24 day of May, 20 17.

_____ (Witness)

_____ Kathryn Staskon (Landlord)

Peninsula Botanicals LLC. (Tenant) / Kathryn Staskon C.E.O.
Peninsula Botanicals

_____ (Witness)

Per:_____(SEAL)

Subscribed and sworn before me by Kathryn Staskon this 24 day of May, 2017

Molly Green, Notary Public
My Commission expires Sept. 29, 2020

OFFICIAL SEAL
MOLLY GREEN
NOTARY PUBLIC-STATE OF ALASKA
My Comm. Expires 9/29/2020

Copyright 2002-2017, LegalContracts.com

A
L
A
S
K
A

2016-003235-0

Recording Dist: 302 - Kenai
4/20/2016 08:44 AM Pages: 1 of 5

2588819

THIS COVER SHEET HAS BEEN ADDED TO THIS DOCUMENT TO PROVIDE SPACE FOR RECORDING DATA. THIS COVER SHEET APPEARS AS THE FIRST PAGE OF THE DOCUMENT IN THE OFFICIAL PUBLIC RECORDS.

DO NOT DETACH

File for Record at Request of:
First American Title Insurance Company

AFTER RECORDING MAIL TO:

Name: **Kathryn A. Staskon**

Address: **46810 Grady Ct**

Soldotna, AK 99669

File No.: **0223-2588819 (NSS)**

STATUTORY WARRANTY DEED

THE GRANTOR, **Clark J. Cowan, a married person, as to a 33.4% interest, and Kendall Cowan Whitney, a married person, as to a 33.3% interest and Robert Truskowski, a married person, as to a 33.3% interest**, whose mailing address is **C/O 1403 Windy Mountain Ave, Westlake Village, CA 91362**, for and in consideration of **TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION,** in hand paid, conveys and warrants to **Kathryn A. Staskon, a married person**, residing at **46810 Grady Ct, Soldotna, AK 99669,** the following described real estate, situated in the **Kenai** Recording District, **Third** Judicial District, State of **Alaska:**

Lot 2, JAMES H. COWAN ESTATES, according to the official plat thereof, filed under Plat Number 97-71, Records of the Kenai Recording District, Third Judicial District, State of Alaska,

TOGETHER WITH a private access easement for ingress, egress and garage encroachment over, across and on Lot 1, JAMES H. COWAN ESTATES, filed under Plat Number 97-71, as delineated in instrument recorded April 12, 2016 under Serial Number 2016-002955-0.

SUBJECT TO reservations, exceptions, easements, covenants, conditions and restrictions of record, if any.

Dated: 4/18, 20 16.

Clark J. Cowan

STATE OF CALIFORNIA)
) SS.
County of VENTURA)

THIS IS TO CERTIFY that on this 18TH day of APRIL, **2016**, before me the undersigned Notary Public, personally appeared **Clark J. Cowan,** known to me and to me known to be the individual(s) described in and who executed the foregoing instrument and he/she/they acknowledged to me that he/she/they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Notary Public in and for California
My commission expires 07-12-2016

NALYN A. WIRATUNGA
Commission # 1982149
Notary Public - California
Ventura County
My Comm. Expires Jul 12, 2016

Kendall Cowan Whitney

Kendall Cowan Whitney

STATE OF CALIFORNIA)
) SS.
County of VENTURA)

THIS IS TO CERTIFY that on this 18th day of APRIL, **2016**, before me the undersigned Notary Public, personally appeared **Kendall Cowan Whitney,** known to me and to me known to be the individual(s) described in and who executed the foregoing instrument and he/she/they acknowledged to me that he/she/they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Nalyn A Wiratunga

Notary Public in and for California
My commission expires 07-12-2016

NALYN A. WIRATUNGA
Commission # 1982149
Notary Public - California
Ventura County
My Comm. Expires Jul 12, 2016

Robert Truskowski

STATE OF CALIFORNIA)
Santa) ss.
County of Barbara)

THIS IS TO CERTIFY that on this 18 day of April, **2016**, before me the undersigned Notary Public, personally appeared **Robert Truskowski,** known to me and to me known to be the individual(s) described in and who executed the foregoing instrument and he/she/they acknowledged to me that he/she/they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Notary Public in and for California
My commission expires 12/17/18

MARY L. ORTEGA
Commission # 2090578
Notary Public - California
Santa Barbara County
My Comm. Expires Dec 17, 2018

THIS DOCUMENT HAS BEEN
RECORDED ELECTRONICALLY

2588819

GRANT OF PRIVATE ACCESS EASEMENT FOR INGRESS AND EGRESS AND GARAGE ENCROACHMENT

WHEREAS, the undersigned are the legal owners of property more fully described as:

> **Lot One (1), JAMES H. COWAN ESTATES**, according to the official plat thereof, filed under **Plat Number 97-71**, books and records of the **Kenai** Recording District, Third Judicial District, State of Alaska;

(hereafter "Servient Estate"); and

WHEREAS, the undersigned Grantors are willing to grant a garage encroachment and private access easement to such garage across and on the Servient Estate to the Grantees, **Clark J. Cowan**, a married person, and **Kendall Cowan Whitney**, a married person, legal owners of real property more fully described as:

> **Lot Two (2), JAMES H. COWAN ESTATES**, according to the official plat thereof, filed under **Plat Number 97-71**, books and records of the **Kenai** Recording District, Third Judicial District, State of Alaska;

(hereafter "Dominant Estate"); and

WHEREAS, the garage and access to such garage are part of the Dominant Estate which encroaches onto the Servient Estate;

NOW THEREFORE, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged:

1. Easement to Maintain Encroachment. The undersigned Grantors hereby grant, for the benefit of Grantees, Clark J. Cowan and Kendall Cowan Whitney and the Dominant Estate, their heirs, successors and assigns, and the tenants, guests and visitors of the foregoing, an easement to maintain a garage encroachment as the footprint of this structure exists and as depicted on the attached Exhibit A. The footprint of the garage encroachment shall not increase in size.

2. Private Access Easement for Ingress and Egress. The undersigned Grantors hereby grant, for the benefit of Grantees, Clark J. Cowan and Kendall Cowan Whitney and the Dominant Estate, their heirs, successors and assigns, and the tenants, guests and visitors of the foregoing, a private access easement for ingress and egress to the

A L A S K A

2016-002955-0
Recording Dist: 302 - Kenai
4/12/2016 08:24 AM Pages: 1 of 5

2588819

GRANT OF PRIVATE ACCESS EASEMENT FOR INGRESS AND EGRESS AND GARAGE ENCROACHMENT

WHEREAS, the undersigned are the legal owners of property more fully described as:

> **Lot One (1), JAMES H. COWAN ESTATES**, according to the official plat thereof, filed under **Plat Number 97-71**, books and records of the **Kenai** Recording District, Third Judicial District, State of Alaska;

(hereafter "Servient Estate"); and

WHEREAS, the undersigned Grantors are willing to grant a garage encroachment and private access easement to such garage across and on the Servient Estate to the Grantees, **Clark J. Cowan**, a married person, and **Kendall Cowan Whitney**, a married person, legal owners of real property more fully described as:

> **Lot Two (2), JAMES H. COWAN ESTATES**, according to the official plat thereof, filed under **Plat Number 97-71**, books and records of the **Kenai** Recording District, Third Judicial District, State of Alaska;

(hereafter "Dominant Estate"); and

WHEREAS, the garage and access to such garage are part of the Dominant Estate which encroaches onto the Servient Estate;

NOW THEREFORE, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged:

1. Easement to Maintain Encroachment. The undersigned Grantors hereby grant, for the benefit of Grantees, Clark J. Cowan and Kendall Cowan Whitney and the Dominant Estate, their heirs, successors and assigns, and the tenants, guests and visitors of the foregoing, an easement to maintain a garage encroachment as the footprint of this structure exists and as depicted on the attached Exhibit A. The footprint of the garage encroachment shall not increase in size.

2. Private Access Easement for Ingress and Egress. The undersigned Grantors hereby grant, for the benefit of Grantees, Clark J. Cowan and Kendall Cowan Whitney and the Dominant Estate, their heirs, successors and assigns, and the tenants, guests and visitors of the foregoing, a private access easement for ingress and egress to the

garage owned by the owners of the Dominant Estate across the Servient Estate, as depicted on the attached Exhibit A. The Easement is for the private use and benefit of the Grantees, Clark J. Cowan and Kendall Cowan Whitney and the Dominant Estate, their heirs, successors and assigns, and the tenants, guests and visitors of the foregoing. This Easement shall not increase in size.

3. Covenant to Run with the Land. The burden and benefit of this agreement are intended to attach to and to run with the land, and shall be binding on and shall benefit all the successors, heirs and assigns of the parties, and all persons acquiring an interest in the Servient Estate or the Dominant Estate.

4. Term of Encroachment and Easement. The term of this garage encroachment and easement shall be perpetual, or until such time as the garage and private access easements are abandoned by the owners of the Dominant Estate. In that event, this Grant of Private Access Easement for Ingress and Egress and Garage Encroachment shall terminate and be null and void.

IN WITNESS WHEREOF, the undersigned has executed this Grant of Access Easement and Garage Encroachment this 10 day of March, 2016.

Michael and Joyce Nelson Living Trust, dated December 19, 2006,

By: Michael J Nelson
Michael J. Nelson, Trustee

By: Joyce R. Nelson
Joyce R.. Nelson, Trustee
"Grantors" "Owners of the Servient Estate"

STATE OF ALASKA)
) ss.
Third Judicial District)

THIS IS TO CERTIFY that on this 10 day of March, 2016, before me, the undersigned, a Notary Public in and for Alaska, personally appeared **Michael J. Nelson and Joyce R. Nelson**, to me known and known to me to be the Trustees of the Michael and Joyce Nelson Living Trust, dated December 19, 2006, named in and who executed the foregoing instrument in their official capacity aforesaid, and they acknowledged to me that they signed the same as the free act and voluntary deed of the Michael and Joyce Nelson Living Trust, dated December 19, 2006, for the uses and purposes therein stated.

WITNESS my hand and official seal the day and year in this certificate first above written.

NOTARY PUBLIC in and for Alaska
My Commission Expires: 9/8/19

State of Alaska
NOTARY PUBLIC
Kristen M. Donchess
My Commission Expires Sep 8, 2019

basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NALYN A. WIRATUNGA
Commission # 1982149
Notary Public - California
Ventura County
My Comm. Expires Jul 12, 2016

Signature _____ (Seal)

AFTER RECORDING RETURN TO:
Clark J. Cowan and Kendal Cowan Whitney
1403 Windy Mountain Ave
Westlake Village, CA 91362

Clark J. Cowan

Kendall Cowan Whitney

Kendall Cowan Whitney
"Grantees" "Owners of the Dominant Estate"

Grantors' Address: 4441 E. Birchwood Drive, Wasilla, AK 99654
Grantees' Address: 1403 Windy Mountain Ave, Westlake Village, CA 91362

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
County of VENTURA)

On 03-10-, 2016, before me, NALYN A WIRATUNGA, notary public, personally appeared **Clark J. Cowan**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NALYN A. WIRATUNGA
Commission # 1982149
Notary Public - California
Ventura County
My Comm. Expires Jul 12, 2016

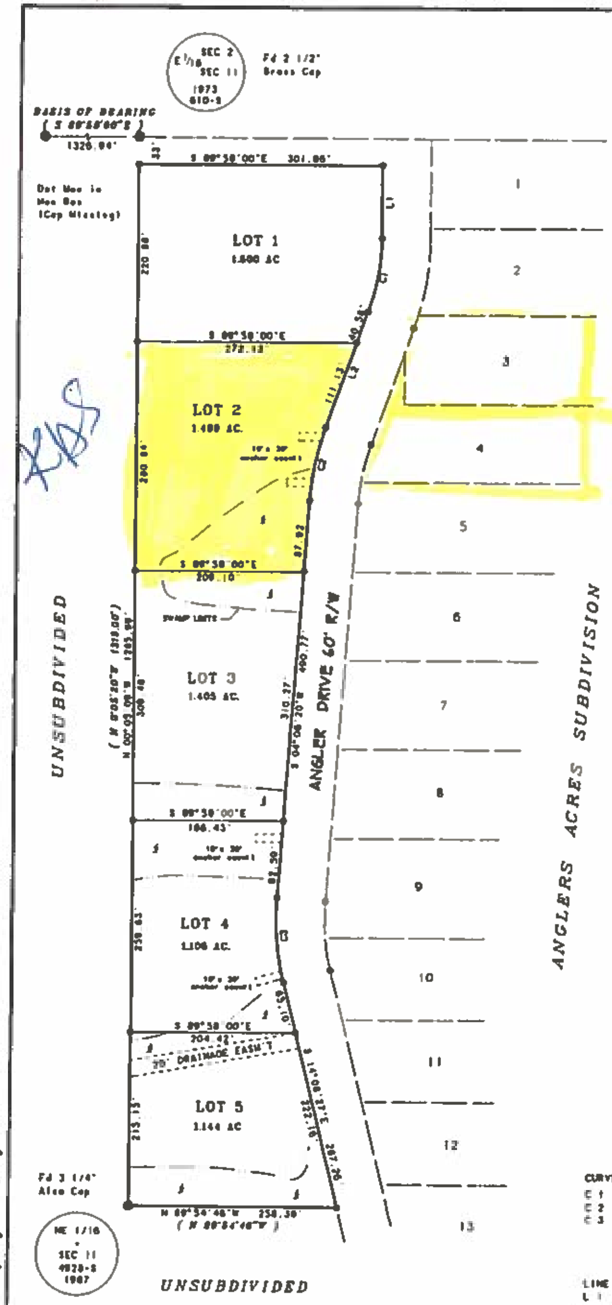
Signature Nalyn A Wiratunga
(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
County of VENTURA)

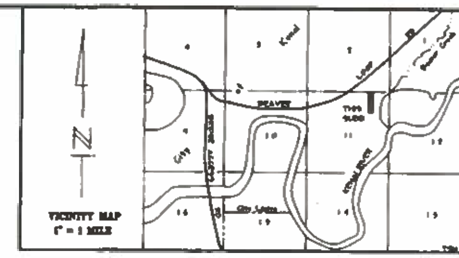
On 03-10-, 2016, before me, NALYN A WIRATUNGA, notary public, personally appeared **Kendall Cowan Whitney**, who proved to me on the

KN 97-71



LEGEND

- MONUMENT RECOVERED
- 1/2" REBAR RECOVERED
- 5/8" REBAR/PLASTIC CAP SET THIS SURVEY
- ( ) RECORD DATA (89-10, KRD)



NOTES

The front 10' of the building setback and the entire setback within 5' of the side lot lines is a utility easement.

No permanent structure shall be constructed or placed within an easement which would interfere with the ability of a utility to use the easement.

No direct access to State maintained rights-of-way permitted unless approved by State of Alaska Department of Transportation.

A portion of this subdivision may lie within a flood hazard zone.

WASTEWATER DISPOSAL: Soil conditions in this subdivision have been found unsuitable for conventional onsite wastewater treatment and disposal systems. Plans for an approved alternate wastewater disposal system for use on lots in this subdivision are available from the Alaska Department of Environmental Conservation. Any other type of onsite wastewater treatment and disposal system must be designed by a professional engineer registered to practice in Alaska, and the design must be approved by the Alaska Department of Environmental Conservation.

Subject to any noted restrictions, the Alaska Department of Environmental Conservation approves this subdivision for plotting.

Scott Fryer — EEA — 6/25/97
Signature — Title — Date

CURVE & LINE DATA

CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C 1	20°03'40"	270.00'	94.55'	47.76'	94.06'	S 09°47'05"W
C 2	15°45'35"	330.00'	90.77'	45.67'	90.48'	S 11°56'22"W
C 3	18°13'54"	330.00'	105.01'	52.85'	104.57'	S 04°59'53"E

LINE	BEARING	DISTANCE
L 1	S 00°12'14"E	89.98'
L 2	S 19°46'23"W	151.71'

CERTIFICATE OF OWNERSHIP AND DEDICATION

I hereby certify that I am the owner of the real property shown and described hereon and that I hereby adopt this plan of subdivision and by my free consent dedicate all rights-of-way to public use and grant all easements to the use shown.

James H. Cowan by Clark J. Cowan P.O.A.

James H. Cowan by Clark J. Cowan, P.O.A.
29243 Pacific Coast Hwy Malibu, CA 90265

NOTARY'S ACKNOWLEDGEMENT

Subscribed and sworn before me this 30th day of July, 1996

For Clark J. Cowan P.O.A. for James H. Cowan

Sharon A. Whitford
Notary Public for ~~California~~ Alaska
My Commission Expires 7-14-98

NOTARY PUBLIC STATE OF ALASKA SHARON A. WHITFORD

PLAT APPROVAL

This plat was approved by the Kenai Peninsula Borough Planning Commission at the meeting of Nov. 21, 1995

KENAI PENINSULA BOROUGH

By: [signature]
Authorized Official

STATE OF ALASKA 49TH Scott L. Whitford LS-6101 Professional Land Surveyor

97-71
RECORDED 20
KENAI RECORDING DISTRICT
DATE 11/14 19__
TIME 9:54 A.M.
Requested By WHITFORD SURVEYING

Sheet 2 signature sheet only

JAMES H. COWAN ESTATES

A SUBD. OF THE UNSUBDIVIDED REMAINDER OF GOV'T LOT 11 Located within the NE1/4 NE1/4 Section 11, T5N, R11W, SM, AK & the City of Kenai. 8.844 Acres

WHITFORD SURVEYING
1902 WYATT WAY - KENAI AK 99611
(907) 283-4928

SURVEYED 8/95	SCALE 1" =100'
FB FILE NO 95-186	DWG FILE COWAN.GCD

Sheet 1 of 2