Alcohol & Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	DENNIS R HUMPHREY	**License Number:**	12398		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	HIGH TIDE DISTRIBUTORS				
Physical Address:	49172 Heights Lane				
City:	Nikiski	**State:**	AK	**Zip Code:**	99635 - 8295
Designated Licensee:	DENNIS R HUMPHREY				
Email Address:	bearhunter6000@yahoo.com				

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	
1 Pg.	Cover Page
3 Pgs	ownership Documents

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STATE OF ALASKA

OFFICE USE ONLY					
Received Date:		Payment Submitted Y/N:		Transaction #:	

PO PPP

COMMERCIAL LEASE

THIS LEASE made and entered into this 19th day of June, 2017, by and between Dennis R. and Tena L. Humphrey, of P.O. Box 8295, Nikiski, Alaska 99635, herein referred to as the "Lessors," and Dennis R. Humphrey, d/b/a High Tide Distributors of P.O. Box 8295, Nikiski, Alaska 99635, herein referred to as the "Lessee."

WITNESSETH:

1. Premises. The Lessors lease to Lessee and the Lessee leases from the Lessors, upon all of the terms and conditions set forth herein, that certain space of 383 square feet, more or less, (the "Premises") consisting of:

> The loft of that single-family residential garage the straddles the boundary between Lots 8 and 9, Block 2, **HALBOUTY HEIGHTS SUBDIVISION**, according to the official plat thereof, filed as Plat Number 78-184, Records of the Kenai Recording District, Third Judicial District, State of Alaska, and as more particularly described, depicted and shown on **Exhibits 1** through **3**, attached hereto.

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2. Term. The initial term of this Lease shall be for a period commencing July 1, 2017, and ending June 30, 2019.

3. Rent. Lessee covenants and agrees to pay the Lessors Two Hundred Dollars and No/100 per month as the basic rental price for said Premises. Monthly rents are payable on the first day of each calendar month by direct deposit to a jointly held checking account belonging to Dennis R. and Tena L. Humphrey, or to such other place as the Lessors may hereafter designate in writing:

The duty of the Lessee to pay rent is an independent covenant, expressly bargained for, and shall continue notwithstanding any other breach of this Lease. A late fee of $25.00 shall be assessed for any rental payment made but not received by the tenth day of the month in which the rent is due. An additional late fee of $25.00 shall be assessed for any payment not received by the tenth day of the following month in which payment is due.

4. Security Deposit. No Security Deposit will be required of the Lessee.

5. Purpose of the Lease. This lease is for the purpose of allowing a Limited Marijuana Cultivation Facility conditioned upon that facility being licensed and registered under the laws of the State of Alaska. The Parties agree and acknowledge that the terms and conditions of this Lease are subject to governmental regulation, including those set forth in AS 17.38 and 3

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AAC 306 [and especially, Sections 3 AAC 306.405 and 3AAC 306.410]. In the event that any term or condition expressed or inferred by this written agreement is found not to comply with such rule of law or regulation, the Parties agree to meet and to modify this Lease with the intent of bringing the operation back into lawful compliance; or in the alternative, and if impossible or impracticable to do so to decide to cease operation as a cultivation facility by notifying the Alcohol and Marijuana Control Office of that decision and then follow its procedures for closure of the facility.

5. Utilities. The Lessors shall pay all charges related to building heat, lights, water, and wastewater. The Lessors further agree to pay all costs of snow and trash removal. The Lessee, however, shall pay all costs and charges associated with the Lessors' telephone, internet and building security.

6. Taxes and Other Levies.

a. Real Property Taxes and Assessments. The Lessors shall pay prior to delinquency all real property taxes and assessments levied against the Premises during the term of this Lease without proration.

b. Personal Property and Other Taxes and Levies. The Lessee shall pay prior to delinquency all taxes and regulatory charges assessed against, or levied upon, trade fixtures, inventory, furnishings, equipment, and all other personal property of Lessee contained in the Premises or elsewhere.

c. Sales Taxes. Lessee shall pay prior to delinquency all taxes collected as a result of a taxable sale, including any amount of Lessors' liability. In this regard, the Parties believe that the amount of any of the Lessors' sales tax liability whether due to rents being received under this contract or otherwise will be exempt from taxation as a "Sale for Resale." Accordingly, the Lessors will apply for and secure a Re-Sale Certificate, but in any event, the Lessee shall have the ultimate responsibility for payment of any sales tax due under this lease.

7. Use. The leased Premises are to be used exclusively for the purposes of a licensed and regulated Marijuana Cultivation Facility as may be allowed by AS 17.38.070 and other law (along with closely-related and associated services), and for no other purpose. Lessee shall comply with all municipal, state, federal, and other governmental laws, statutes, ordinances, rules, and regulations, whether they be of legislative, administrative, or judicial origin.

8. Condition and Acceptance of the Premises. The Lessee represents that he has physically inspected the site, and has diligently conducted all environmental site assessments, which in his sole judgment he deems necessary or prudent. Lessee now agrees to accept the Premises in its existing condition. Lessee acknowledges that neither the Lessors nor any agent of the Lessors has made any representation or warranty as to the suitability or fitness of the Premises for the conduct of Lessee's business.

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Lessee acknowledges that he takes possession subject to all applicable zoning, municipal and state laws, ordinances and regulations governing and regulating the use of the Premises and any covenant or restriction of record, and represents that he is familiar with same.

9. Maintenance and Repairs.

a. Lessor's Maintenance. The Lessors shall keep in good order, condition, and make any necessary repairs to the foundation, exterior walls, or exterior roof of leased buildings that house the Premises. Notwithstanding, the Lessors shall not be liable for any damages to personal property, contents, consequential, or business devastation loss at any time on said Premises or in said building from water, rain, or snow which may leak into, issue, or fall from any part of said building of which the Premises hereby leased are a part of, or from the pipes or plumbing or from any other place.

b. Lessee's Maintenance. The Lessee, at Lessee's own expense, shall keep in good order, condition, and repair the Premises and every part thereof, except as otherwise provided for in Subsection a, of this Section 9, above. Lessee shall service, repair, and maintain refrigeration, plumbing, lighting, water pump and water distribution system, septic system (including cost of pumping), and utilities located on or in the leased premises which are necessary to his operations and servicing thereof. The Lessee is fully responsible for providing for all security necessary for the safe-keeping of his property. The Lessors now consent to the installation of security cameras and of other monitoring devices, including security alarms, whether on or near the leased Premises; provided such area is owned by them.

c. Governmental Required Property Improvements. The Lessee shall pay any cost of driveway widening or other improvement necessary or required to obtain or facilitate licensure as a Limited Cultivation Facility.

d. Alterations and Additions. Lessee shall not, without Lessor's prior written consent, which consent shall not be unreasonably withheld, make any alterations, additions, improvements in, on, or about the Premises, except those discussed in Subsection c of this Section. All alterations, additions, or improvements made by Lessee shall be at Lessee's sole cost and expense. Upon vacating the Premises, Lessee may remove those improvements he has made, unless damage in an amount of more than $200 would occur to any leased building, in which event the alterations, additions, or improvements become the property of the Lessors. Lessee agrees to undertake and be responsible for the cost of any repairs necessary to restore the space to its former appearance.

e. Mechanic's Liens. Lessee will not permit any mechanic's, laborer's, or materialman's liens to stand against the Premises for any labor or materials furnished to Lessee or claimed to have been furnished to Lessee or Lessee's agents, contractors, or sub-lessees in connection with work of any character performed or claimed to have been performed by or at the direction of Lessee; provided, however, Lessee shall have the right to contest the validity or amount of any such lien or claimed lien. Lessee agrees to indemnify, hold harmless, and defend the Lessors from any such liens.

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10. Care of Premises. Lessee will permit no waste, damage, or injury to the Premises. Lessee agrees to keep the Premises and the areas adjacent thereto in good, safe, and tenantable condition, free from debris.

12. Notices. All notices and demands of any kind which either party hereto may be required or may desire to serve upon the other party under the terms of this Lease shall be in writing and shall be served upon such other party by personal service, or by mailing a copy by certified or registered mail, postage prepaid, with return receipt requested, addressed as follows:

If to the Lessors:

Dennis R. and Tena L. Humphrey
P.O. Box 8295
Nikiski, Alaska 99635,

If to Lessee:

Dennis R. Humphrey
d/b/a **High Tide Distributors**
P.O. Box 8295
Nikiski, Alaska 99635,

With a Copy to the:

Alcohol & Marijuana Control Office
550 W. Seventh Ave., Suite 1600
Anchorage, AK 99501

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STATE OF ALASKA

In case of service by mail, it shall be deemed complete on the day of actual delivery as shown by the addressee's registered or certified mail receipt or at the expiration of the fourth (4th) business day after the date of mailing, whichever first occurs. The addresses to which notices and demands shall be delivered or sent may be changed from time to time by notice served as hereinabove provided by either party upon the other party.

13. No Assignment Allowed. Lessee agrees that he shall not, let or sublet the whole or any part of the leased Premises, nor attempt to assign this Lease or any part thereof without the written consent of both the Alcohol & Marijuana Control Office and of the Lessors. This Lease shall not be assignable by operation of law. Any attempt at assignment made without the consent of both the Alcohol & Marijuana Control Office and of the Lessors shall be of no effect and shall be considered a nullity. The Lessee now acknowledges and represents that it is his present understanding that the cultivation license is also non-transferable and non-assignable under 3 AAC 306.015.

14. Access. The Lessors and their authorized representative shall have the right to enter the Premises at all reasonable times for any of the following purposes:

a. To determine whether the Premises are in good condition and whether Lessee is complying with their obligations under this Lease;

b. After giving twenty-four (24) hours advance notice, to do any necessary maintenance and to make any restoration to the Premises and other improvements, on which the Premises are located that the Lessors has the right or obligation to perform, such notice shall not be required for emergency repairs; and

c. To serve, post, or keep posted any notices required or allowed under the provisions of this Lease.

15. Damage or Destruction. In the event of any damage to or destruction of the Premises or improvements thereon, Lessee shall promptly give written notice thereof to the Lessors generally describing the nature and extent of such damage or destruction. The Lessors shall, at their own expense, restore, repair, replace, rebuild, or alter the same as near as possible to its original value and character immediately prior to such damage or destruction, such restoration to begin promptly and to be prosecuted diligently; provided, however, that if the cost of restoring, repairing, or rebuilding any damage resulting from the occurrence of any peril covered by the insurance provided in Section 16, below, is in excess of the amount of insurance proceeds, then the Lessors shall have the right to rebuild at their expense, or to terminate the Lease; with the exception that if Lessors so elect to terminate, Lessee may, at his option, require the Premises to be restored if he pays that cost which is in excess of the insurance proceeds. During the period of repairing or rebuilding, the rent of the Premises shall be abated in the same ratio as the portion of the Premises rendered unfit for occupancy shall bear to the whole of the Premises.

16. Indemnity and Insurance.

a. Indemnity. Lessee shall hold the Lessors, their officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses for or on account of liability of any nature or kind, and all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of any act or omission by Lessee or Lessee's agents and employees pursuant to this Lease. Lessee shall also assume all insurable risks and bear any loss or injury to property or persons occasioned by neglect or accident during the tenure of this Lease, except that the Lessors shall be liable to Lessee for damages resulting from negligent acts or omissions of the Lessors or of their authorized representatives.

In case the Lessors shall, without fault on their part, be made a party to any litigation commenced by or against Lessee, then Lessee shall protect, defend and hold the Lessors harmless and shall pay all costs, expenses, and reasonable attorney's fees incurred or paid by the Lessors in connection with such litigation.

b. Insurance. Lessee agrees at all times during the term of this Lease at his own expense to maintain commercial liability insurance naming the Lessors as an additional insured with minimum limits of Five Hundred Thousand Dollars ($500,000). The policies of insurance shall be with companies approved by the Lessors and certificate of insurance shall be deposited with the Lessors within 10 days of entering into this lease. The Lessors shall not be

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required to carry insurance on Lessee's property, trade fixtures, furnishings, equipment, and other items of personal property of Lessee, and the Lessee hereby waives liability to the Lessors with respect to damage or loss of such personal property caused by fire or other casualty.

Lessors agree to keep the Premises insured against loss and damage by fire and extended coverage risk (*e.g.*, Broad Form Covered Cause of Loss). However, Lessee shall reimburse the Lessor for his proportionate cost of any such insurance within thirty (30) days of purchase of insurance coverage.

The Lessee covenants and agrees that he will not permit nor suffer any person or persons to use, exercise, carry on, or follow in or upon the leased Premises, any common nuisance whatsoever, and that during the term covered by this Lease, they will not conduct or allow to be conducted on the demised Premises, any business or occupation or activity whatsoever that would jeopardize the fire insurance carried by the Lessor covering such property or that would increase in any way the premiums to be paid on the fire insurance covering such property.

17. Waiver of Subrogation. To the extent permitted by the applicable insurance carriers concerned, the Lessors and Lessee and all parties claiming under them hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard or casualty covered by insurance on the Premises or covered by insurance in connection with property on or activities conducted in or on the Premises regardless of the cause of the damage or loss.

18. Condemnation. If the whole of the Premises shall be taken by any public authority under the power of eminent domain, then the term of this lease and Lessee's obligation to pay rent shall cease as of the day possession is taken by such public authority. If a part of the Premises shall be taken under eminent domain and the remainder of the Premises not so taken can be made tenantable, in Lessee's judgment, for the purpose for which Lessee has been using the Premises, then this Lease shall continue in full force and effect as to the remainder of such Premises and all terms herein provided shall continue in effect except that the rent shall be reduced in proportion to the amount of the Premises taken, and the Lessors, at their own cost and expense, shall make all necessary repairs and alterations to the Premises required by such taking in order to make the remaining portion thereof tenantable. All damages awarded for the taking of the Premises shall belong to and be the property of the Lessors.

19. Recording. This Lease shall not be recorded. Either the Lessors or Lessee shall, upon request of the other, execute, acknowledge, and deliver to the other a "short form" memorandum of this Lease for recording purposes.

20. Signs. Any signs placed on the Premises by Lessee shall be approved by the Lessors. Any signs placed on the Premises by the Lessee shall be so placed upon the understanding and agreement that Lessee will remove same at the termination of the tenancy herein created and repair any damage or injury to the Premises caused thereby, and if not so removed by Lessee, then the Lessors shall have the same so removed at Lessee's expense. Lessors make no representation as to any requirements or permits necessary for the erection of

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signage by governmental entities, such as the Alaska Department of Transportation and Public Facilities.

21. Insolvency. In the event that Lessee becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee, or other liquidation officer is appointed for the business of the Lessee, then the Lessors may cancel this Lease at the Lessors' option; provided, however, if such receiver, assignee, or liquidation officer is involuntarily appointed, or an involuntary petition in bankruptcy is filed against Lessee, the event in question shall not be deemed a default within the meaning of this Lease if removed by Lessee within thirty (30) days.

22. Default. In the event that the Lessee violates any of the terms, covenants, or conditions of this Lease on his part to be performed, and such violation continues for fifteen (15) days after written notice to Lessee (and to the Alcohol & Marijuana Control Office), then and in any such case, Lessee's right to possession of the demised Premises shall thereupon terminate if the Lessors so elect, but not otherwise. This Lease shall terminate upon the Lessors giving Lessee fifteen (15) days' notice of such election.

23. Non-Waiver of Breach. The failure of the Lessors to insist upon strict performance of any of the covenants and agreements of this lease or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such breach, or any other covenants or agreements, and the same shall remain in full force and effect.

24. Holdover. If Lessee shall, with the written consent of the Lessors, holdover after the expiration of this Lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated as provided by the laws of the State of Alaska. During such tenancy, Lessee agrees to pay to the Lessors the rental set forth above unless a different rate is agreed upon and to be bound by all of the terms, covenants, and conditions as set forth herein so far as applicable.

25. Restrictions on Lessee; Hazardous Substances. Lessee shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Premises by Lessee, its agents, employees, contractors, or invitees, except as permitted below.

a. At the commencement of the Lease, Lessee shall disclose to the Lessors the names and approximate amounts of all Hazardous Material which Lessee intends to store, use, or dispose of on the Premises. In addition, Lessee shall disclose to the Lessors the names and amounts of all Hazardous Materials which were actually used, stored, or disposed of on the Premises at the termination of the Lease.

b. Any Hazardous Material permitted on the Premises as provided in Subparagraph a, above, and all containers therefor, shall be used, kept, stored, and disposed of in a manner that strictly complies with all federal, state, and local laws or regulations applicable to any such Hazardous Material. For purposes of this sub-section, reasonable amounts of fuel (gas or diesel) may be stored on the premises, provided that all such storage is within an adequately

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designed containment area. Lessors make no representation or warranty, express or implied, that the existing containment facility is adequate or fit for such purpose.

c. Lessee shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, sewer system, or any body of water, if such material (as determined by the Lessors or by any governmental authority) does or may pollute or contaminate the same, or may adversely affect: (i) the health, welfare, or safety of persons, whether located on the Premises or elsewhere; or (ii) the condition, use, or enjoyment of the Building or any other real or personal property.

26. Lessee Fully Liable For Any Release of Hazardous Material. Lessee agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material kept on the Premises by the Lessee, and the Lessee shall give immediate notice to the Lessors of any violation or potential violation of the provisions of Paragraph 26. Lessee shall defend, indemnify, and hold harmless the Lessors and their Agents from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorneys' and consultant fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to:

a. The disposal, release, or threatened release of any such Hazardous Material which is on, from, or affects soil, water, vegetation, buildings, personal property, persons, animals, or otherwise;

b. Any personal injury (including wrongful death) or property damage (whether real or personal) arising out of or related to such Hazardous Material;

c. Any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Material; or

d. Any violation of any laws applicable thereto. The provisions of this Paragraph 26 shall be in addition to any other obligations and liabilities Lessee may have to the Lessors at law or equity and shall survive the transactions contemplated herein and shall survive the termination of this Lease and closing if the option to purchase is exercised.

27. Waiver. No delay or omission in the exercise of any right or remedy of the Lessors on any default by Lessee shall impair such right or remedy or be construed as a waiver.

28. Warranty of Authority. Each Party who or which executes this Lease, either individually or through its authorized agent, has carefully read it, thoroughly knows and understands the contents, consequences and meaning of it, and executes and delivers it as that Party's free, knowing, and voluntary act. Each signature on behalf of a limited liability company, as referenced below, shall act as a material representation that the person signing on behalf of said trust is doing so with the authority to do so.

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29. Removal of Property. In the event of default, the Lessors shall have no right or ability to seize any personal property or marijuana stored or grown on the Premises for the payment or repayment of any charge under this Lease.

30. Alaska Law. This Lease shall be construed and interpreted in accordance with the laws of the State of Alaska. Venue for purposes of this Lease shall be in the District or Superior Court of the Third Judicial District, at Kenai, Alaska.

31. Integrated Agreement; Modification. This Lease contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

32. Severability. The unenforceability and invalidity or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid, or illegal.

33. Costs and Attorney's Fees. If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.

34. Binding Effect. This Lease shall be binding upon and inure to the benefit of the parties, their successors, and assigns. Except as heretofore provided, no assignment made by Lessee shall be valid without the written consent of the Lessors having first been given thereto.

IN WITNESS WHEREOF the Lessors and Lessee have executed this Lease on the day and year first above written

LESSEE:

Dennis R. Humphrey
d/b/a High Tide Distributors

LESSORS:

Dennis R. Humphrey

And by:

Tena L. Humphrey

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STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 19th day of June, 2017, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared **Dennis R. Humphrey** named in the foregoing instrument, and he acknowledged to me that he signed said instrument as his own free and voluntary act for the uses and purposes therein stated, and that he is authorized to execute such instrument for himself both individually and on behalf of the sole proprietorship that he represents.

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

OFFICIAL SEAL
Katie Ring
Notary Public - State of Alaska

Katie Ring
Notary Public in and for Alaska
My commission expires: 9-20-19

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 19th day of June 2017, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared **Tena L. Humphrey**, and that she acknowledged to me that she signed said instrument as her own free and voluntary act for the uses and purposes therein stated.

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

OFFICIAL SEAL
Katie Ring
Notary Public - State of Alaska

Katie Ring
Notary Public in and for Alaska
My commission expires: 9-20-19

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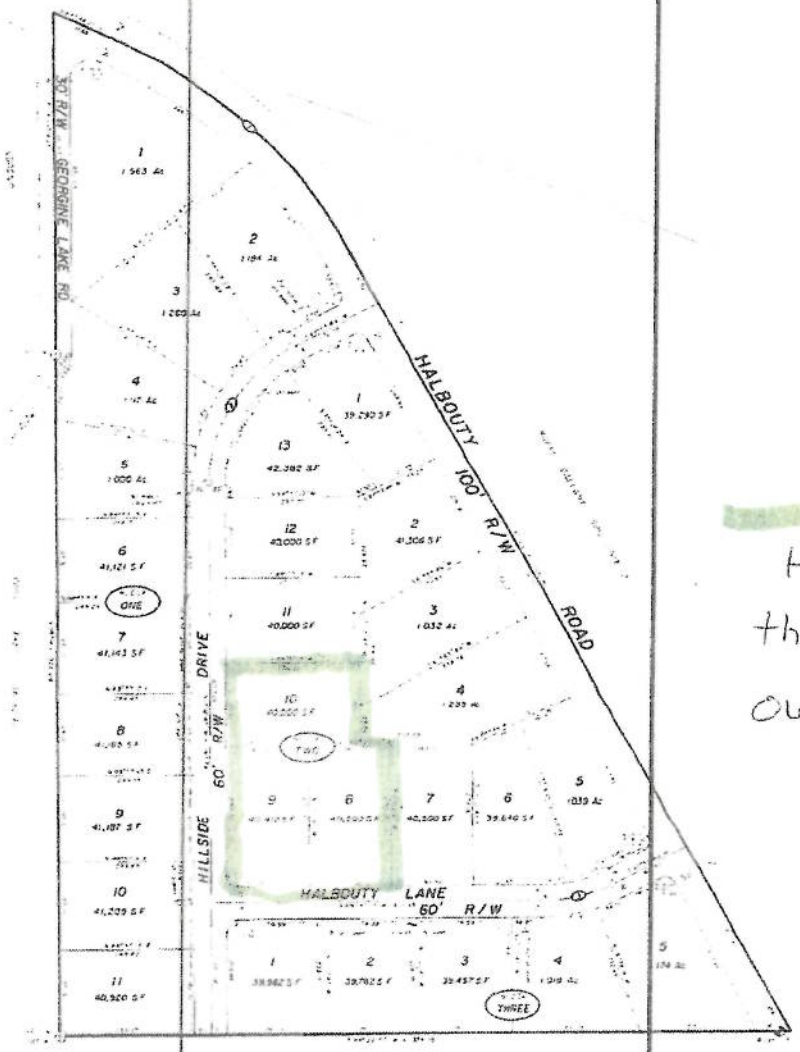

the Green Highlight indicates the (3) 1 Acre lots owned By me

HALBOUTY HEIGHTS SUBD.

INITY MAP

AND NOTES

PLAT APPROVAL

CERTIFICATE OF OWNERSHIP AND DEDICATION

HALBOUTY HEIGHTS SUBDIVISION

DESCRIPTION

CURVE DATA

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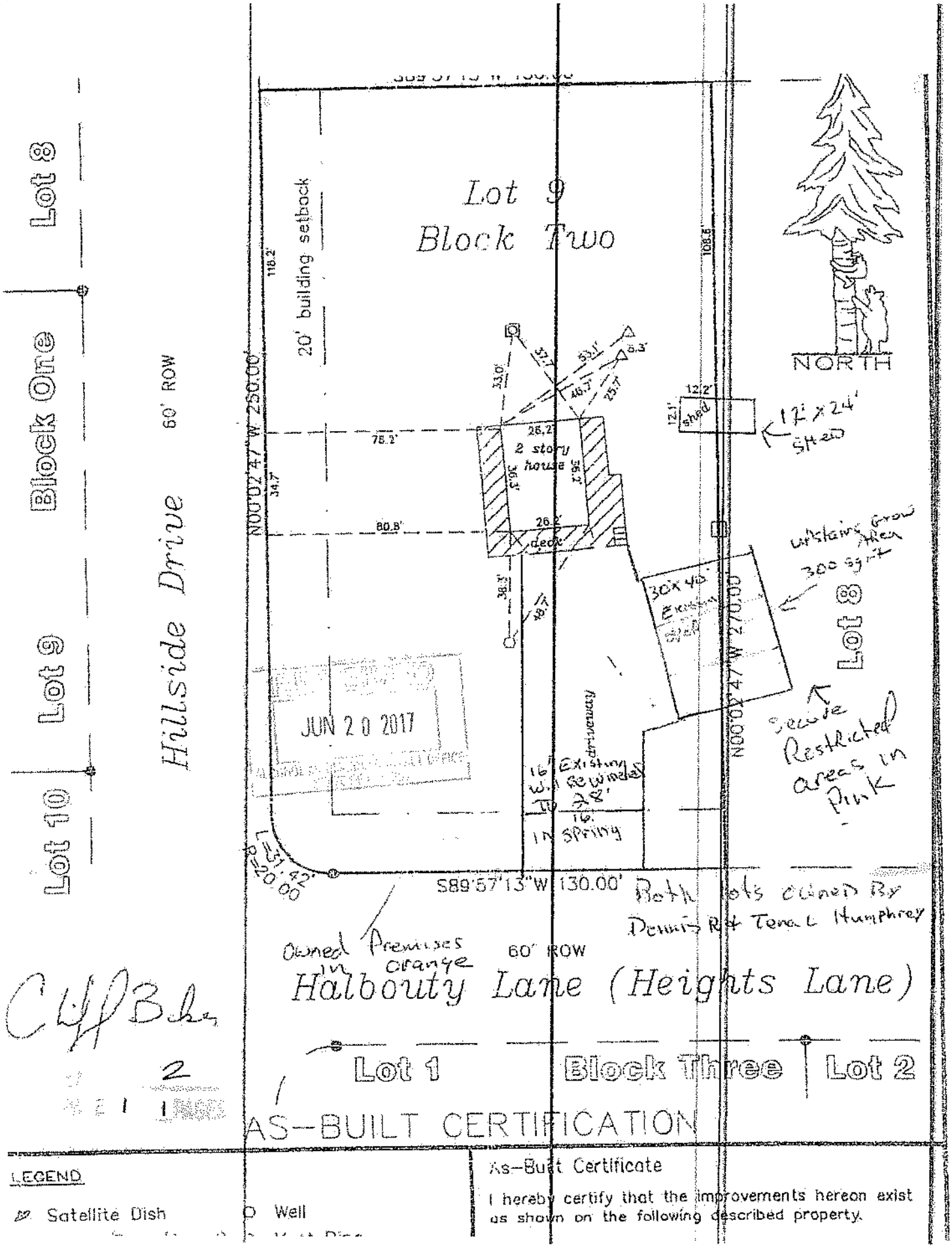
STATE OF ALASKA

EXHIBIT 1
PAGE 1 OF 1 PAGES

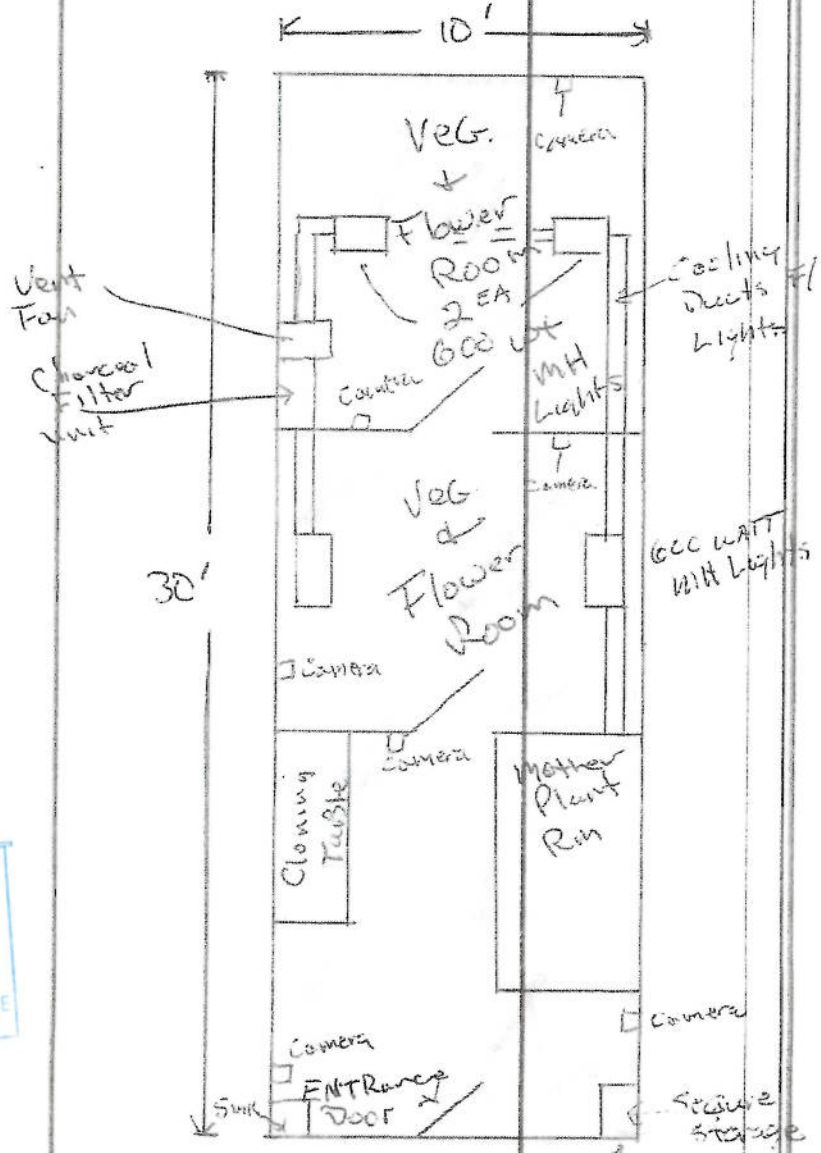

Lot 8
Block One
Lot 9
Lot 10
Hillside Drive
60' ROW
Lot 9
Block Two
20' building setback
118.2'
N00°02'47"W 250.00'
75.2'
34.7'
80.8'
26.2'
2 story house
36.3'
26.2'
deck
38.3'
49.7'
33.0'
37.7'
53.1'
46.7'
25.7'
6.3'
12.2'
12.1'
shed
17' x 24' shed
108.8'
NORTH
30' x 40' Existing shed
N00°02'47"W 270.00'
unstained grow area 300 sq ft
Lot 8
Sewer Restricted areas in Pink
JUN 20 2017
driveway
16' Existing Well Relocated 12' 16' in Spring
L=31.42'
R=20.00'
S89°57'13"W 130.00'
Both lots owned By Dennis R + Teresa L Humphrey
Owned Premises in orange
60' ROW
Halbouty Lane (Heights Lane)
Lot 1
Block Three
Lot 2
2
AS-BUILT CERTIFICATION
LEGEND
Satellite Dish
Well
As-Built Certificate
I hereby certify that the improvements hereon exist as shown on the following described property.

COMPANY High Tide Distributors DEPT.

SUBJECT

LOCATION BY DATE

Less than 300 sq. ft. Total area



Intrusion HD Cameras throughout Grow area

Surveillance equipment 18 Terabyte HD DVR Locked and secured

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EXHIBIT 3 PAGE 1 OF 1 PAGES

Filed for Record at Request of:
Archer Escrow Co. Of Alaska

AFTER RECORDING MAIL TO:

Name	**Dennis R. Humphrey**
Address	**51575 Heights Lane**
City, State Zip	**Nikiski, AK 99635**

Escrow Number: **02-673**

402-1251

Statutory Warranty Deed

THE GRANTOR Jesse F. Coburn and Marilyn R. Coburn, who also appears of record as Marilyn T. Coburn, husband and wife

whose mailing address is: **Pouch 340039, Prudhoe Bay, AK 99734**

for and in consideration of TEN DOLLARS ($10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION

in hand paid, conveys and warrants to **Dennis R. Humphrey and Tena L. Humphrey, husband and wife**

the following described real estate, situated in the State of Alaska:

Lot 9, Block 2, according to the plat of **HALBOUTY HEIGHTS SUBDIVISION**, filed under Plat Number **78-184**, Records of the **Kenai** Recording District, **Third** Judicial District, State of Alaska.

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

Dated this 17th day of **February, 2003**

Jesse F. Coburn

Jesse F. Coburn

Marilyn R. Coburn, by Jesse F. Coburn
By Jesse F. Coburn

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STATE OF ALASKA

STATE OF ALASKA)
)ss.
Third Judicial District)

THIS IS TO CERTIFY that on this 17th day of Feb., **2003**
the undersigned Notary Public, personally appeared
Jesse F. Coburn, individually and as Power of Attorney for Marilyn R. Coburn

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 set forth.

NOTARY PUBLIC STATE OF ALASKA

Notary Public in and for the State of Alaska
My Commission Expires: 3-5-05

A L A S K A

2010-003240-0

Recording Dist: 302 - Kenai
4/26/2010 10:30 AM Pages: 1 of 2

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

AFTER RECORDING MAIL TO:

Name: **Tena Humphrey**

Address: **PO Box 8295**
Nikiski, AK 99635

File No.: **0223-1565353 (MKG)**

STATUTORY WARRANTY DEED

THE GRANTOR, **Scott L. Ruttum, a married person**, whose mailing address is **3307 Doris Street, Anchorage, AK 99517**, for and in consideration of **TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION,** in hand paid, conveys and warrants to **Tena Humphrey, a married woman**, residing at **PO Box 8295, Nikiski, AK 99635,** the following described real estate, situated in the **Kenai** Recording District, **Third** Judicial District, State of **Alaska**:

Lot 10, Block 2, HALBOUTY HEIGHTS SUBDIVISION, according to the official plat thereof, filed under Plat Number 78-184, Records of the Kenai Recording District, Third Judicial District, State of Alaska.

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

The Grantor warrants that the above described real estate has never been used as a family home or homestead by Grantor's spouse, nor is the same subject to any spousal claim as defined as A.S. 34.15.010.

Dated: April 22, 2010.

Scott Ruttum
Scott L. Ruttum

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STATE OF ALASKA

2006-004882-0
Recording Dist: 302 - Kenai
5/23/2006 10:04 AM Pages: 1 of 1

ALASKA

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

AFTER RECORDING MAIL TO:

Name: **Dennis R. Humphrey and Tena L. Humphrey**

Address: **P.O. Box 8295**
Nikiski, AK 99635

File No.: **0221-821951 (PV)**

STATUTORY WARRANTY DEED

THE GRANTOR, **John Jay Klein, a single man**, whose mailing address is **1313 Mary Circle, Fort Collins, CO 80524-2225**, for and in consideration of **TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION,** in hand paid, conveys and warrants to **Dennis R. Humphrey and Tena L. Humphrey, husband and wife**, residing at **P.O. Box 8295, Nikiski, AK 99635,** the following described real estate, situated in the **Kenai** Recording District, **Third** Judicial District, State of **Alaska**:

Lot 8, Block 2, Halbouty Heights Subdivision, according to the official plat thereof, filed under Plat Number 78-184, Records of the Kenai Recording District, Third Judicial District, State of Alaska.

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

Dated: 05-19-06, 2006

John Jay Klein

STATE OF Colorado)
) SS.
Grimes County)

THIS IS TO CERTIFY that on this **Eighteenth day of May, 2006**, before me the undersigned Notary Public, personally appeared **John Jay Klein,** 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 Colorado
My commission expires 9/24/07

DAVID T. BARAN
NOTARY PUBLIC
STATE OF COLORADO

MY COMMISSION EXPIRES 9/24/2007

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STATE OF ALASKA

Mar 12 2017 7:21PM

Kenai Peninsula Borough

Assessing Department
144 N. Binkley Street
Soldotna AK 99669

General Information

HUMPHREY DENNIS R & TENA L **PO BOX 8295** **NIKISKI, AK 99635-8295**	**Property ID**	01336030
	Address	49172 HEIGHTS LN
	Document / Book Page	20030019240
	Acreage	0.9300

Owners

Property ID	Display Name	Address
01336030	HUMPHREY DENNIS R & TENA L	PO BOX 8295

Legal Description

Description
T 7N R 11W SEC 4 Seward Meridian KN 0780184 HALBOUTY HEIGHTS SUB LOT 9 BLK 2

Value History

Year	Reason	Assessed		
		Land	Structures	Total
2017	Main Roll Certification	$7,700	$254,900	**$262,600**
2016	Main Roll Certification	$7,700	$252,900	**$260,600**
2015	Main Roll Certification	$7,700	$229,000	**$236,700**
2014	Main Roll Certification	$7,700	$210,900	**$218,600**
2013	Main Roll Certification	$7,700	$212,100	**$219,800**
2012	Main Roll Certification	$7,700	$212,200	**$219,900**
2011	Main Roll Certification	$7,700	$220,600	**$228,300**
2010	Main Roll Certification	$7,700	$207,900	**$215,600**
2009	Supplemental Real Property	$8,900	$166,100	**$175,000**
2009	Main Roll Certification	$8,900	$135,100	**$144,000**
2008	Main Roll Certification	$8,100	$133,600	**$141,700**
2007	Main Roll Certification	$8,100	$133,600	**$141,700**
2006	Main Roll Certification	$8,100	$119,800	**$127,900**
2005	Main Roll Certification	$14,600	$107,300	**$121,900**
2004	Main Roll Certification	$14,600	$102,600	**$117,200**
2003	Main Roll Certification	$14,600	$96,300	**$110,900**
2002	Main Roll Certification	$14,600	$70,400	**$85,000**
2001	Main Roll Certification	$14,600	$63,800	**$78,400**

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R01 - Extension Details

Address 49172 HEIGHTS LN
Type 1 L FRAME
Grade Avg
Year Built 1989
Value $176,500

Attributes

Story	Attribute	Detail
	Type	1 L FRAME
	Occupancy	Single family
	Roof Structure	Gable
	Roof Cover	Metal
	Heating	Hot water
	Stories	1.0
	Bathrooms	2
	Feature	Basement Egress Window
	Feature	Fireplace - gas
1	Exterior Wall	Wood siding
1	Interior Wall	Normal for Class
1	Interior Flooring	Base Allowance
B	Exterior Wall	Wood siding

Floor Areas

Code	Description	Gross	Finished	Construction
1.0	Floor Level	936	936	Wood frame
B	Basement	936	936	Concrete block
Total		1,872	1,872	

Exterior Features

Code	Description	Size	Construction
WDDK-R	0	996	

Improvements

Code	Year	Bldg	Length	Width	Units	Unit Type	Value
SWL	3000	R01	0.00	0.00	1	IT	9,500
DRIVE	3000	R01	0.00	0.00	1	IT	1,500
PAV	3000	R01	0.00	0.00	1800	SF	3,800
SHEDGP	1992	R01	24.00	12.00	288	SF	1,200
DETGAR	2007	R01	40.00	30.00	1200	SF	62,400

Land Details

Primary Use	Land Type	Acres	Eff Frontage	Eff Depth	Asd Value
	Rural D	0.9300	0.00	0.00	$7,700

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Apr 13 2017 2:36PM

Kenai Peninsula Borough

Assessing Department
144 N. Binkley Street
Soldotna AK 99669

General Information

HUMPHREY DENNIS R	Property ID	01336029
HUMPHREY TENA L	Address	
PO BOX 8295	Document / Book Page	20060048820
NIKISKI, AK 99635-8295	Acreage	0.9300

Owners

Property ID	Display Name	Address
01336029	HUMPHREY DENNIS R	PO BOX 8295
01336029	HUMPHREY TENA L	PO BOX 8295

Legal Description

Description
T 7N R 11W SEC 4 Seward Meridian KN 0780184 HALBOUTY HEIGHTS SUB LOT 8 BLK 2

Value History

Year	Reason	Assessed		
		Land	Structures	Total
2017	Main Roll Certification	$7,700	$0	$7,700
2016	Main Roll Certification	$7,700	$0	$7,700
2015	Main Roll Certification	$7,700	$0	$7,700
2014	Main Roll Certification	$7,700	$0	$7,700
2013	Main Roll Certification	$7,700	$0	$7,700
2012	Main Roll Certification	$7,700	$0	$7,700
2011	Main Roll Certification	$7,700	$0	$7,700
2010	Main Roll Certification	$7,700	$0	$7,700
2009	Main Roll Certification	$8,900	$0	$8,900
2008	Main Roll Certification	$8,100	$0	$8,100
2007	Main Roll Certification	$8,100	$0	$8,100
2006	Main Roll Certification	$8,100	$0	$8,100
2005	Main Roll Certification	$8,100	$0	$8,100
2004	Main Roll Certification	$8,100	$0	$8,100
2003	Main Roll Certification	$8,100	$0	$8,100
2002	Main Roll Certification	$8,100	$0	$8,100
2001	Main Roll Certification	$8,100	$0	$8,100

Land Details

Primary Use	Land Type	Acres	Eff Frontage	Eff Depth	Asd Value
	Rural D	0.9300	0.00	0.00	$7,700

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STATE OF ALASKA