# LEASE ADDENDUM

In respect to and incorporated into the Lease Agreement between Mason Evans & Gary Evans, (hereinafter referred to as "Lessee") and David Lanning & Morgan Evans (hereinafter referred to as "Lessor"), dated December 01, 2017, to lease the real property described as follows: 2502 Parks Highway, Fairbanks Alaska the undersigned Buyer and Seller hereby agree to the following:

1) Lease signed 12/01/2017 Lessee to be identified from "Mason Evans and Gary Evans" to "The Grass Station, LLC".

2) Lease dated 12/01/2017 has only one (1) tenant, and they have sole possession of the premises.

3) The Lessor knows that 2502 Parks Highway is used for a marijuana retail establishment.

4) The Lessor will not take possession or remove marijuana or marijuana products from the premises if Lessee should default. Lessor will contact AMCO if tenant should default.

5) There will be no manufacturing of marijuana products at 2502 Parks Highway.

All other terms remain the same.

This Addendum, upon execution by both parties, is herewith made an integral part of the aforementioned Commercial Lease Agreement dated 12/01/2017.

**LESSOR** David Lanning **DATE** 3-12-18
David Lanning

**LESSOR** [redacted] **DATE** 3/12/2018
Morgan Evans

**LESSEE** Gary Evans **DATE** 3/12/2018
Gary Evans

**LESSEE** [illegible] **DATE** 3/12/2018
Mason Evans

Subscribed and sworn to before me in Fairbanks (CITY), by Yakira Quintana (PRINT NAME OF SURETY),

this 12 day of March, 20 18.

NOTARY PUBLIC SIGNATURE
COMMISSION EXPIRATION DATE 11/23/19

NOTARY PUBLIC
S. Quintana
STATE OF ALASKA
Exp November 23, 2019

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## Letter of Authorization

We, Morgan Evans and David Lanning, authorize Gary Evans and Mason Evans, Owners of The Grass Station, LLC to use our property, located at 2502 Parks Highway, Fairbanks, Alaska 99709, Previously assessed as block 2; lot 221 (PAN 0274313) General Use-1 Zoned, for use as a Commercial Retail Marijuana Facility (retail store), that with all the laws of the State of Alaska and the Fairbanks North Star Borough.

Property Owner:_____ Date: 01/04/2018
Morgan Evans

Property Owner: David Lanning Date: 01/04/2018
David Lanning

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# CRIPPLE CREEK TIRE RETAIL STORE
# LEASE

**THIS LEASE, executed this ~~September xx,~~ December 1st 2017 between:**

**David C. Lanning**

**and Morgan Evans (together hereinafter called Lessor/Lessors)**

**AND**

**Mason Evans**

**and Gary Evans (together hereinafter called Lessee/Lessees)**

**IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. DESCRIPTION OF PREMISES**: The Lessor hereby leases to Lessee and the Lessee hereby rents from Lessor those certain premises described as 2502 Parks Highway, Fairbanks Alaska; (a less than one acre lot, more or less, with a small building) as "Premises", together with those appurtenances specifically granted in this lease.

**1.A. IMPROVEMENTS:**

**Lessor Responsibilities**

*(a) Remodel approximately 600 Square Foot Portion of Existing Building or Build a modular structure approximately 10 ft x 50 ft on the subject property.*

*(b) Deliver to Lessee premises completed in a vanilla shell [painted walls, finished ceiling with light fixtures, toilet room and carpeted floors]*

**Lessees Responsibilities**

*(a) Shall be responsible for all interior build outs and other desired improvements that are approved by the Lessor.*

**2. TERM:** The term of this lease shall be for a period of Five (5) years, plus the partial month, if any, commencing on the day of commencement as set forth below, and expiring, unless sooner terminated, at midnight on the last day of the fifth (5th) full year thereafter, therein called the "lease term" (i.e. beginning the first day of March 1, 2018 and terminating on the last day of April, 2023).

**3. RENT:** Lessee covenants and agrees to pay Lessor as rental the sum of Five Thousand Six Hundred Dollars ($5,600), in advance, that is on or before the first day of each month. This shall also constitute the minimum monthly installments of rent for the balance of said term. In addition to Rent, the Lessee is responsible for all taxes, maintenance and insurance costs required to operate the premises which are detailed in this contract.



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All rental payments under this lease shall be made to:

Morgan Evans and David Lanning
PO Box 470
Ester, AK 99725

**3.A SECURITY DEPOSIT:** Upon execution of this Lease the Lessee to deposit Five Thousand Six Hundred ($ 5,600) as security deposit. The security deposit shall be held by Lessor, without interest, until the termination of the lease. Within fifteen (15) days of termination of the lease, the Lessor shall pay to Lessee, without interest, the balance of the security deposit, less any recoverable damages.

**3.B ESCALATORS:** There will be no rent escalators over the duration of the lease. The rent shall remain as described in Paragraph 3 for the duration of the lease.

**3.C LATE FEES and PENALTIES:** At the end of each month, any rent arrearages shall accrue interest to be calculated at the rate of twelve per cent (12%) per annum.

**3.D EFFECT OF HOLDING OVER:** If Lessee should remain in possession of the premises after the expiration of the lease term and without executing a new lease, then such holding over shall be construed as a tenancy from month to month, subject to all the conditions, provisions and obligations of this lease insofar as the same are applicable to a month-month tenancy. Lessee shall be assessed a five per cent (5%) increase in rent.

**4. LESSEE'S OPERATIONS:** Lessee may operate the premises during those days and times convenient to themselves.

**5. SEPARATION OF LESSORS INTERESTS FROM LESSEE'S:** The Lessors and Lessees are completely separate business entities and shall remain completely separate. All parties signatory to this contract agree, affirm and in fact insist, that Lessors do not now and will not in the future have control of any nature over Lessee's business, their operations, their inventories or their finances.

**6. COMPLIANCE WITH LAW:** Lessee shall promptly comply with all laws, ordinances, orders, and regulations affecting their business and the premises; its cleanliness, safety, occupation and use. Lessee shall not do or permit anything to be done in or about the premises, or bring or keep anything in the premises, that will in any way increase the rate of fire insurance upon the building in which the premises are situated. Lessee shall not perform any acts or carry on any practices that may injure the premises or be a nuisance or menace to themselves or neighbors.

At all times Lessee shall keep the premises, the walkways adjacent to the premises and any, service area clean or free from rubbish and dirt. Lessee shall not burn any trash or garbage of any kind in or about the premises. Lessee shall provide a trash receptacle for non-hazardous and customary office trash, at a convenient location to the operation of the premises with consideration to the wishes of the neighbors.

Lessee shall not use or permit the use of any portion of the premises as living quarters, lodging rooms, or for any unlawful purpose or purposes.

**7. LESSEE'S USE OF PREMISES:** Lessee shall use the premises for the operation of a retail store. Lessee agrees to warehouse, store and stock in the premises only such supplies and equipment common to such an operation.



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**8. PARKING FACILITIES**: Lessee shall provide at least the minimum number of parking places and parking turnarounds required by the Fairbanks North Star Borough zoning regulations. Lessee shall maintain this parking and access by grading, adding gravel base, compaction, snow plowing, providing drainage and any and all other maintenance necessary to keep the parking areas useable and in good repair.

**9. REGULATION:** Lessor reserves the right to promulgate only those reasonable rules and regulations relating to the use of the premises that the Lessor considers necessary to protect the value of the premises.

**10. UTILITIES:** Lessee shall maintain all utility systems and shall replace any damaged utility system and pay all charges for all utilities used on the premises; including but not limited to electricity, fuel, gas, heat, telephone, internet, security, lighting, on-site water and septic, etc on the premises during the lease term.

**11. LIGHTING:** Lessee shall keep a security light illuminating the premises during hours of darkness.

**12. LESSORS RESPONSIBILITIES FOR REPAIRS:** Lessor shall keep in good order, condition, and repair (I) the building exterior foundation, (ii) the building exterior walls [except for the interior faces], (iii) the building roof and any gutters and downspouts. Lessor shall not be obligated to make repairs, however, until after the expiration of thirty (30) days notice from Lessee to Lessor stating the need for repairs.

**13. LESSEE'S RESPONSIBILITIES:** Lessee shall keep and maintain in good order, condition, and repair, except for reasonable use and wear, the premises and each and every part of facilities part of or serving the premises; excepting those considered the responsibilities assigned the Lessor in Paragraph 12.

If Lessor deems any repairs required of the Lessee necessary, it may demand that Lessee make them within thirty (30) days. If Lessee refuses or neglects to commence such repairs and to complete them with reasonable dispatch, Lessor may make or cause such repairs to be made. If Lessor makes or causes to make such repairs, Lessor shall not be responsible to Lessee for any loss or damage that may accrue to Lessee's business by reason of the repair work, and Lessee shall, on demand immediately pay to Lessor the cost of the repairs, with interest.

**14. LESSOR'S CONSENT TO CHANGES:** Without first obtaining Lessor's consent which shall not be unreasonable withheld, Lessee, its employees, agents, licensees, or contractors, shall not (i) make or install any alterations, improvements, additions, or fixtures that affect the exterior of the premises or any structural, mechanical, or electrical component of the premises or (ii) make, paint, drill, or in any way deface any floors, walls, ceilings, partitions, or any wood, stone or iron work.

**15. LESSOR'S TITLE:** All alterations, improvements, additions or fixtures, other than trade fixtures that are not permanently affixed, that may be made or installed upon the premises by either of the parties shall be the property of the Lessor and at the termination of this lease shall remain upon and be surrendered with the premises as a part of the premises, without disturbance, molestation, or injury.

**16. MECHANIC'S LIEN:** Lessee shall pay when due all sums of money that may become due or purportedly due for any labor, services, materials, supplies, or equipment alleged to have been furnished or to be furnished to or for Lessee in, at, upon or about the premises and which may be secured by any mechanics', materialsmen's or other lien against the premises or Lessor's



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interest in the premises, and Lessee shall cause each such lien to be fully discharged and released at the time performance of the obligation secured matures or becomes due. Lessee has the right to bond or contest a lien. Lessor shall have the right to post and maintain on the premises notices of non-responsibility.

**17. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS:** Lessee shall, at its own cost and expense, promptly and properly observe, comply with, and execute all present and future orders, regulations, directions, rules, laws, ordinances, and requirements of all governmental authorities (including, but not limited to, state, municipal, borough and federal governments and their departments, bureaus, boards, and officials), arising from the uses of, occupancy of, or connected with the enjoyment of the premises, except such requirements as shall arise from the use and occupancy of a part of the building other than the premises. Such accommodations shall be made within the scope and requirements of this agreement. Lessee shall have the right to contest or review, legal procedure or in such other manner as Lessee may deem suitable, at their own expense, any such order, regulation, direction, rule, law, ordinance, or requirement, and if able, may have the same canceled, removed, revoked, or modified, provided that Lessor is not subject to a criminal prosecution, and that Lessor's title to the premises is not subject to forfeiture, and Lessee hereby agrees to indemnify and hold Lessor harmless from and against any civil liability as a result of any such contest or review. Any such proceedings shall be conducted promptly and shall include, if Lessee so decides, appropriate appeals. Whenever requirements become absolute after a contest, Lessee shall diligently comply with the same or so much thereof as shall have been judicially sustained.

**18. LESSOR'S ACCESS TO PREMISES:** (a) Conditioned upon accompaniment by a representative of the Lessee, the Lessor and its designees shall have the right to enter the premises at all reasonable hours with a notice of 24 hours, and in emergencies at all times (I) to inspect the premises, (ii) to make repairs, additions or alterations to the premises, the building of which the premises form a part or any property owned or controlled by Lessor and (iii) for any lawful purpose.

(b) Lessor shall not be liable to Lessee or to any other person whatsoever for any damage occasioned by plumbing, gas, water, steam, sprinkler, or other pipe and sewage system, or by the bursting, running or leaking of any tank, washstand, closet, or waste or other pipes, in or about the premises or the building of which they are a part, or for any damage arising from any acts or neglect of Lessees or other occupants of the premises or of adjacent property, or the public. Lessor shall not be liable in damages or otherwise for any failure to furnish, or any interruption of service of any water, gas, electricity, heated water, steam, or chilled water, caused by fire, accident, riot, strike, labor disputes, acts of God, the making of any repairs or improvements, or other causes beyond the control of Lessor.

**19. INDEMNIFICATION BY LESSEE** Lessee agrees to indemnify and save Lessor harmless from and against any and all claims arising from any act, omission, or negligence of Lessee, or its contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever, caused by any person or property occurring in, on, or about the premises or any part of them, the sidewalks adjoining the premises, and any loading dock, and from and against all costs, expenses, and liabilities incurred in or in connection with any such claim or proceeding brought thereon.

**20. LESSOR'S OBLIGATION:** In case the premises shall be partially or totally destroyed by fire or other casualty insurable under full standard extended risk insurance as to become partially or totally untenable the same shall be repaired or rebuilt as speedily as possible at the expense of Lessor, unless Lessor shall elect not to repair or rebuild as provided in Paragraph 21, and should



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there be a substantial interference with Lessee's business, a just and proportionate part of the fixed rent shall be abated until the premises are repaired or rebuilt.

**21. LESSOR'S ELECTION:** If (i) more than fifty (50%) per cent of the first floor of the building in which the premises are located shall be destroyed or so damaged by fire, or smoke or other casualty insurable under full standard extended risk insurance as to become wholly untenable same comment, or (ii) the premises shall be partially or totally destroyed by a cause for casualty other than those conveyed by fire and extended coverage risk insurance then, in either event, Lessor may, if it so elects, rebuild or put said building in good condition and fit for occupancy within a reasonable time after such destruction or damage, or it may give notice terminating this lease as of a date not later than thirty (30) days after such damage or destruction. If Lessor elects to repair or rebuild the building, it shall, within thirty (30) days after such damage or destruction, give Lessee notice of its intention to repair or rebuild and then shall proceed with reasonable speed to make the repairs or to rebuild. Unless Lessor elects to terminate this lease, this lease shall remain in full force and effect and the parties waive the provisions of any law of the contrary.

**22. LESSOR'S AND LESSEE'S WORK IF PREMISE REBUILT:** If Lessor should elect or be obligated to repair or rebuild because of any damage or destruction, Lessor's obligation shall be limited to the basic building as originally constructed. Lessee shall fully repair or replace all trade fixtures, equipment, furniture, and Lessee improvements and other installations originally installed by Lessee at its expense.

**23. CONDEMNATION:** If title to all of the premises is taken for any public use under any statute, or by right of eminent domain, or if title to so much of the premises is so taken that a reasonable amount of reconstruction of the premises will not result in the premises being a practical improvement and reasonably suitable for Lessee's continued occupancy for the uses and purposes for which the premises are leased, then , in either event, this lease shall terminate on the date that possession of the premises, or part of the premises, is taken. Lessee may pursue its own action for damages resulting from the taking.

**24. INSURANCE:**

(a) During the lease term, Lessee shall at its own expense, maintain in full force a policy or policies of comprehensive liability insurance, including property damage, written by one or more responsible insurance companies licensed to do business in Alaska, that will insure Lessee and Lessor [and such other persons, firms, or corporations as are designated by Lessor] against liability for injury to persons or property and for death of any person and property and for death of any person or persons occurring in or about the premises. Each such policy shall be subject to the approval by Lessor as to form and as to insurance company. The liability under such insurance shall not be less than $1,000,000.00 for any one person injured or killed, not less than $1,000,000.00 for any one accident and not less than $2,000,000.00 for property damage. . Lessee shall provide Lessor with copies or certificates of all policies, noting them as an additional insured, including in each instance an endorsement providing that such insurance shall not be cancelled except after thirty (30) days notice to Lessor.

(b) During the lease term, Lessee shall maintain in full force on all fixtures and equipment in the premises a policy or policies of fire insurance with standard extended coverage endorsement, to the extent of at least eighty (80%) percent of their insurable value. As long as this lease is in effect the proceeds from any such policy shall be used for the repair of replacement of the fixtures and equipment so insured. Lessor shall have no interest in the insurance upon Lessee's equipment and fixtures and will sign all documents necessary or proper in connection with the settlement of any loss or loss by Lessee.



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**25. TAXES:** Lessee shall pay before delinquency any and all taxes, assessments, license fees and public charges levied, assessed, or imposed and which become payable during the lease term upon Lessee's fixtures, furniture, appliances, and personal property installed or located in the premises. Lessee will also pay all other taxes obligated upon the premises, including but not limited to borough property taxes.

**26. ASSIGNMENT AND SUBLETTING:** Without Lessor's consent, which shall not be unreasonably withheld, Lessee shall not assign, mortgage, or hypothecate this lease, or any interest in this lease or permit the use of the premises by any person or persons other than Lessee, or sublet the premises or any part of the premises. Any transfer of this lease from Lessee by merger or consolidation shall not constitute an assignment of this lease.

**27. LESSEE'S LIABILITY FOR ATTORNEY'S FEES, COSTS AND EXPENSES:**

(a) In the event that Lessor should bring suit for possession of the premises, for the recovery of any sum due under, or because of breach of any covenant of this lease, or for any other relief against Lessee declaratory or otherwise, or should Lessee bring any action for any relief against Lessor, declaratory or otherwise, arising out of this lease, and Lessor should prevail in any such suit, Lessee shall pay Lessor a reasonable attorney's fee, which shall be deemed to have accrued on the commencement on such action and shall be enforceable whether or not such action is prosecuted to judgment.

(b) In the event of Lessee's breach of any covenant in this lease, Lessor may after thirty days written notice, cure such breach for the account and at the expense of Lessee. If Lessor at any time, by reason of such breach, is compelled to pay any sum of money or to do any act that will require the payment of any sum of money, or is compelled to incur any expense, including reasonable attorney's fees, in instituting, prosecuting, or defending any actions or proceeds to enforce Lessor's rights under this lease or otherwise the sum or sums so paid by Lessor, with all interest, costs, and damages, shall be deemed to be additional rent under this lease and shall be due from Lessee to Lessor on the first day of the month following the incurring of such expense.

**28. OBLIGATIONS OF LESSEE ON SURRENDER:** On the last day or sooner termination of the lease term, Lessee shall quit and surrender the premises, broom clean, in good condition and repair [reasonable wear and tear, and damage by act of God or fire excepted] together with all alterations, additions, and improvements that may have been made in, to or on the premises, except movable furniture or trade fixtures put in at Lessee's expense. Lessee shall ascertain from Lessor with thirty (30) days before the end of the lease term whether Lessor desires to have the premises or any part of the premises restored to their condition when the premises were delivered to Lessee, and if Lessor shall so desire, then Lessee shall restore the premises or such part of the premises before the end of the lease term at Lessee's sole cost and expense. On or before the end of the lease term, Lessee shall remove all its property from the premises, and all the property not removed shall be deemed abandoned by Lessee. Lessor may deduct the cost of disposing of the property from the deposit. If the premises be not surrendered at the end of the lease term. Lessee shall indemnify Lessor against loss or liability resulting from delay by Lessee in surrendering the premises, including, without limitations, any claims made by any succeeding Lessee founded on the delay.

**29. EFFECT OF LESSOR'S CONVEYANCE:** If, during the term of this lease, Lessor shall sell its interest in the premises to an unrelated third party, then from and after the effective date of the sale, Lessor shall be released and discharged from any and all obligations and responsibilities under this lease except those already accrued, provided such sale is specifically subject to this lease.



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**30. NOTICES:** All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations under this lease by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by certified mail, return receipt requested, postage prepaid, and addressed as follows: To Lessee, addressed to the last known post office address of Lessee or to the premises; To Lessor, addressed to Lessor at PO Box 470, Ester, AK 99725 or to such other place as Lessor may from time to time designate by notice to Lessee.

**31. REMEDIES OF LESSOR ON DEFAULT:** In the event of any breach of this lease by Lessee, then Lessor besides other rights or remedies it may have, shall have after written notice and the right of the Lessee to cure the breach for 30 days, the immediate right of re-entry and may remove all persons and property from the premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and or the account of Lessee. Should Lessor elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this lease or it may from time to time, without terminating this lease, re-let said premises or any part thereof for such term or terms [which may be for a term extending beyond the terms of this lease] at a reasonable rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable with the right to make repairs to said premises. Upon such re-letting the rents received by Lessor from such re-letting shall be applied: first, to the cost and expenses of such re-letting; second, to the costs and expenses of repairs made by Lessor; and third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be paid over to Lessee. If Lessee has been credited with any rent to be received by such re-letting and such rent shall not be promptly paid to Lessor by the new Lessee, or if such rentals received from such re-letting during any month be less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises by Lessor shall be construed as an election on its part to terminate this lease unless a written notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Not withstanding any such re-letting without termination, Lessor may at any time thereafter elect to terminate this lease for such previous breach. Should Lessor at anytime terminate this lease for any breach, in addition to any other remedy it may have, it may recover from Lessee all damages it may incur by reason of such breach, including the costs of recovering the premises, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

All remedies herein conferred on Lessor shall be deemed cumulative and no one exclusively of the other or any other remedy conferred by law.

A party will not be in default under any provision of this agreement except under such provisions as require the performance of an act on or before a specific date or within a specific period of time, unless the party has been given a written notice specifying the default and fails to cure it within the period of thirty (30) days, and if the default cannot be cured within the times specified above, if he thereafter does not diligently proceed to complete the curing of the default.

**32. WAIVER:** The waiver by Lessor or Lessee of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this lease, other than the failure of Lessee to pay the particular rental so accepted regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.



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**33. RIGHT OF FIRST REFUSAL:** At the end of the lease period, or such time as may be determined by the Lessor, Lessor may offer the premises for sale. The Lessor shall notify in writing by certified mail to the Lessee that the unit is for sale. The Lessee shall have 45 days to respond in writing with an offer to purchase or a letter of intent to the Lessor, Lessee's intent to purchase the premises under the terms offered or other such terms as may be agreed upon.

**34. SEVERABLE CONTRACT:** If any part or item in this contract is found to be unenforceable, the other portions are considered independent and separately enforceable.

**35. ENTIRE AGREEMENT:** This lease contains the entire agreement between the parties. No promises, representation, warranty, covenant or statement not included in this lease has been or is relied upon by either party. Each party has relied on his own examination of this lease and the warranties, representations and covenants in the lease itself. The failure or refusal of either party to inspect the premises or improvement, to read the lease documents, or to obtain legal or other advice relevant to this transaction constitutes a waiver of any obligation, contention or claim that might have been based on such reading, inspection or advice.

**36. MODIFICATIONS OF LEASE AGREEMENT:** No amendment or modification of this lease shall be valid or binding unless expressed in writing and executed by the parties thereto in the same manner as the execution of the lease.

LESSORS:

David Lanning _____ 12-1-17

Morgan Evans _____

LESSEES:

Gary Evans _____ 12-1-17

Mason Evans _____



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# STATUTORY WARRANTY DEED

Y105228-JM (E)

Grantor, **Gregory V. Rhines**, an ~~unmarried~~ *Single person, of 289 Ester Drive, Fairbanks, Alaska 99709, for good and valuable consideration received, conveys and warrants to Grantees, **David Lanning**, a married person, of P.O. Box 470, Ester, Alaska 99725 and **Morgan Evans**, a married person, of 125 Kenneth, Fairbanks, Alaska 99712, the following described real estate:

> **A portion of Section 2, Township 1 South, Range 2 West, Fairbanks Meridian, Alaska, Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska, being more particularly bounded and described as follows, to-wit:**
>
> **Commencing at Corner No. 4 of U.S. Mineral Survey 859; thence North 30°09'00' West along the easterly line of said Mineral Survey a distance of 51.41 feet to the Northwesterly right-of-way line of Alaska Highway Project F-037-1 (35), the POINT OF BEGINNING of the parcel herein described; thence continuing North 30°09'00" West along the easterly line of said Mineral Survey a distance of 80.02 feet, more or less, to a point that is 80.00 feet distant from said right-of-way, thence North 58°18'59" East parallel with said right-of-way line a distance of 215.00 feet; thence North 89°57'00" East a distance of 33.37 feet; thence South 0°03'00" East a distance of 73.40 feet to said right-of-way line, thence South 58°18'59" West along said right-of-way line a distance of 207.05 feet, more or less, to the point of beginning.**

SUBJECT TO property taxes; patent reservations and exceptions; plat notes and stipulations; and easements, reservations, covenants, conditions, restrictions, and rights-of-way of record.

DATED this 27th day of October, 2017.

**Gregory V. Rhines**

STATE OF ALASKA )
)ss.
FOURTH JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this 27th day of October, 2017, by **Gregory V. Rhines**.

**STATE OF ALASKA**
**NOTARY PUBLIC**
**Jenny McCarthy**
My Commission Expires October 14, 2020

Notary Public in and for Alaska
My Commission Expires: 10-14-20

**Record in Fairbanks Recording District and Return to:**
David Lanning and Morgan Evans
PO Box 470
Ester, Alaska 99725

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