

## MAINTENANCE AND COOPERATION AGREEMENT

This Maintenance and Cooperation Agreement ("Agreement") is entered into by and between the following owners of property in Stephenkie Subdivision No. 2, Plat No. 81-96:

1) Jeffrey Mailloux and Elizabeth Mailloux, owners of Lot 9A; 2) Larry Gray and JoAnne Gray, owners of Lot 9B; 3) Ted Wellman and Cynthia M. Wellman, owners of Lot 9C; 4) Martin Olson and Helen Olson, owners of Lot 9D; 5) Gary Weddle and Randy Weddle; owners of Lot 10A; 6) Will Josey and Betty Josey, owners of Lot 10B; 7) Randall C. Super and Susan Super, owners of Lot 10C; and 8) Howard Hancock and Mavis Hancock, owners of Lot 10D, hereinafter referred to collectively as "Parties". This Agreement shall become effective with respect to each party when signed by that party.

### Recitals

- A. Parties are bound by certain restrictive covenants recorded November 20, 1981, running with the lots within Stephenkie Subdivision No. 2, Plat No. 81-96, recorded November 20, 1981 at Pages 174 through 176, Book 180, in the Kenai Recording District, Third Judicial District, State of Alaska, hereinafter called "Covenants".
- B. Parties wish to agree as to the procedures by which Parties share the costs of maintaining the boat harbor as required by the Covenants.
- C. Parties wish to agree as to the procedures to maintain the fish-cleaning house.
- D. Parties recognize that periodic replacement and maintenance will be required on and to the boat harbor and fish-cleaning house.
- E. Parties recognize that local, state and federal rules and regulations may change over time and such changes may affect the method and means by which the boat harbor and fish-cleaning house are maintained and/or replaced.
- F. Parties wish to set out rules and procedures for the use of the boat harbor and fish-cleaning house.
- G. Parties wish to reiterate some of the requirements set out in the Covenants.
- H. Parties wish to adopt rules and procedures to ensure respect for private property rights, ensure tranquility while maximizing Parties' mutual enjoyment of their property and the Kenai River.

## **Agreement**

Now, therefore, in consideration of the Covenants, the desires of Parties stated above, and the benefit to each party derived from this Agreement, the sufficiency of which is hereby acknowledged, Parties hereby agree as follows:

1. Maintenance of Boat Harbor and Fish Cleaning House

a. Maintenance Fund. Parties agree to each contribute \$25 per year for operation and maintenance of the boat harbor including annual cleaning, silt removal, maintenance and/or replacement of the walls, corner posts, deadmen and other parts of the structure. In addition, Parties agree to contribute \$10 per year for operation, maintenance and/or replacement of the fish-cleaning house. The money shall be deposited in an interest bearing account with two signatures required for disbursement. Parties shall select the two individuals authorized to release funds from the account. Disbursements may be made annually or more often for maintenance, replacement and water and electricity costs. Any party is entitled to know the amount in the maintenance account and authorized disbursements at any time.

b. Emergency Replacement. Parties agree to share equally the cost of emergency replacement of the boat harbor or fish-cleaning house if funds in the maintenance fund described above are insufficient to pay the expense. An emergency shall be deemed to exist if the structure is substantially impaired and is subject to immediate loss or representatives of local, state or federal government lawfully orders the work.

c. Covered Expenses. The maintenance expenses covered by the maintenance fund, as defined herein, are those maintenance expenses reasonably necessary to maintain the harbor in a fit condition for its current use as a boat harbor and to meet the requirements of existing permits and additional requirements as may be imposed by permitting and/or regulatory agencies of competent authority. For purposes of this paragraph, the harbor is from the southeast corner of the harbor on Lot 10B to the southwest corner of the harbor on Lot 9A and does not include any bank along the Kenai River. Nothing contained herein is intended to prohibit the owners of Lots 10B and 9A from making improvements or changes to their property at their own expense so long as those improvements do not prevent the Parties from enjoying their rights to use the boat harbor for ingress, egress and moorage.

d. Maintenance Authorization. Expenditures from the maintenance fund must be authorized by a majority vote of the Parties except for the cost of the routine annual cleaning of the silt from the boat harbor, which is hereby authorized without further vote as long as the actual cost of such maintenance does not exceed \$200.

## 2. Private Property Rights

a. No Trespassing. Parties recognize that their rights to use the boat harbor and fish-cleaning house are strictly limited to the intended use. No Party or his or her guests may trespass on Lots 9A or 10B for any reason. This includes walking across private property to view the river or any other purpose. The stairs on Lots 9A and 10B are private and not for public use.

b. Boat Launch and Parking. Parties have a right to launch boats and moor one boat in the harbor at a designated location. By agreement of the Parties, four boat mooring spaces will be designated on Lot 10B and another four on Lot 9A; provided however, the owners of Lot 10B and 9A may select their spaces on their lots first. In general, each party shall tie his or her boat at the designated space, unless unusual conditions such as low water or maintenance activities temporarily preclude that party from conveniently using his or her designated space. Under such unusual circumstances, a party may moor his or her boat in any unoccupied space so long as no party is displaced. Nothing contained herein shall prevent temporary visitors from parking a boat while visiting so long as party is displaced. In general, a party should instruct his or her temporary visitor to park at the end of the harbor on the side of the launch.

c. Access to Fish-Cleaning House. Access to the fish-cleaning house shall be along the walkway and no one may drive a vehicle, including ATVs, up to the fish-cleaning house. When cleaning fish, Parties shall not mill around outside the fish-cleaning house or otherwise trespass on Lot 9A.

d. Fishing in Boat Harbor. The land surrounding the boat harbor is private and no fishing is allowed in the boat harbor without the express permission of the owners of Lot 9A or Lot 10B who may give permission to fish from the bank on their own respective lots.

e. Guests. Parties agree to ensure their guests respect the private property of other Parties and shall not permit guests to trespass on the property of other Parties. Parties shall be responsible for the conduct of their guests.

## 3. Parking

a. No parking is allowed on the right-of-way accessing the boat harbor.

b. No parking is allowed at the boat harbor without the express permission of the owners of Lots 9A and 10B.

c. No one shall obstruct the boat launch at the boat harbor except when launching or picking up boats.

4. Fish-Cleaning House

a. Each party is responsible for cleaning the fish-cleaning house after use.

b. Electricity to the fish-cleaning house shall be furnished by the owners of Lot 9A; provided however, Parties shall pay said owners the reasonable cost thereof from the fund established in paragraph 1(a) above.

c. Water for use at the fish-cleaning house shall be furnished by the owners of Lot 9A or 10B; provided however, Parties shall pay the owner furnishing the water the reasonable cost thereof from the fund established in paragraph 1(a) above.

d. In general, the fish-cleaning house shall not be used after 10:30 p.m. or before 6:00 a.m. without the permission of the owners of Lots 9A and 10B.

5. Peace and Quiet

All Parties shall respect the right of other Parties to enjoy their use of their property in peace and quiet. Parties agree to limit noise to reasonable levels at night.

6. No Abridgement of Rights and Obligations

Nothing contained in this Agreement shall be construed to abridge the rights or obligations of the Parties under the Covenants or applicable law.



T WELL

**n Kupanoak**  
WATER TECHNICIAN  
International Airport Rd.  
Anchorage, Alaska 99518  
Phone (907) 563-5502 Fax

2. International Airport Rd.  
Anchorage, Alaska 99518  
563-3770 Ph (907) 563-5502 Fax

Dec. 01

NAME Martin Olson  
PHONE/FAX 333-1765 244-8809

*Sample taken after particulate filter.*

DISSOLVED SOLIDS	<u>80</u> ppm	Ionic contaminants and other contaminants in solution and suspended contaminants.												
CHLORINE: TOTAL	<u>0</u> ppm	All chlorine, both free and chlorine that has already reacted with contaminants to form chloramines. Chloramines produce an objectionable odor and taste. In large amounts it can irritate skin and eyes.												
FREE	<u>0</u> ppm	<5 ppm is normal (if water is chlorinated) Amount of chlorine present that has not reacted with bacteria or other pollutants and is still available. Readings above .5ppm produce unpleasant taste and odor.												
PH <u>6.5</u>	6.9 - 7.5 is normal range.	PH indicates intensity of a given water in terms of alkalinity or acidity. Low PH may cause corrosion. High PH indicates excessive alkalinity and may cause unpleasant taste.												
HARDNESS	<u>3</u> gpg	<3gpg is good. This test is a measurement of the amount of minerals (primarily calcium and magnesium carbonate) in water. Hardness Causes scaling in plumbing and water using appliances. Also results in higher soap usage, leaves water marks on dishes, dulls laundry and affects personal grooming efforts.												
<table border="0"> <tr> <td>Hardness Scale</td> <td></td> </tr> <tr> <td>&lt;1.0</td> <td>Soft</td> </tr> <tr> <td>1.1 - 3.5</td> <td>Slightly hard</td> </tr> <tr> <td>3.6 - 7.0</td> <td>Moderately hard</td> </tr> <tr> <td>7.1 - 10.5</td> <td>Hard</td> </tr> <tr> <td>10.6+</td> <td>Very hard</td> </tr> </table>			Hardness Scale		<1.0	Soft	1.1 - 3.5	Slightly hard	3.6 - 7.0	Moderately hard	7.1 - 10.5	Hard	10.6+	Very hard
Hardness Scale														
<1.0	Soft													
1.1 - 3.5	Slightly hard													
3.6 - 7.0	Moderately hard													
7.1 - 10.5	Hard													
10.6+	Very hard													
TOTAL ALKALINITY	<u>80</u> ppm	<120 is normal. Excessive alkalinity produces a "soda" taste. It has a drying effect on the skin.												
IRON	<u>.4</u> ppm	<.3ppm is best. Iron levels above .3ppm causes staining of laundry and plumbing fixtures caused by the oxidation and precipitation of ferric iron into small solid iron particles (rust). Iron can also cause a metallic taste and distort taste of beverages.												
MANGANESE	<u>NT</u> ppm	<.05ppm is best. Above this level causes black staining of laundry and plumbing fixtures.												
NITRATE	<u>NT</u> ppm	<10ppm is best. Naturally occurring in well or surface waters. In high Concentrations, nitrates can be harmful to young infants or young livestock. Where groundwater is known to contain little or no natural nitrate nitrogen, the presence of high levels of nitrate is probable indication of pollution.												
COLIFORM BACTERIA	<u>NT</u> ppm	0 is best. They serve as a reliable measure of contamination indicating the possible presence of specific contaminating organisms.												

FEE SCHEDULE:	BASIC WATER TEST	\$10.00
	MANGANESE	<del>5.00</del>
	NITRATE	<del>15.00</del>
	COLIFORM BACTERIA	<del>18.00</del>

TOTAL FEES: \$ 10.00



SGS Ref.# 1047661001  
 Client Name Olson, Martin  
 Project Name/# 34624 Humpy Rd.  
 Client Sample ID 34624 Humpy Rd.  
 Matrix Drinking Water

All Dates/Times are Alaska Standard Time

Printed Date/Time 12/10/2004 10:36  
 Collected Date/Time 11/21/2004 10:00  
 Received Date/Time 11/22/2004 11:40  
 Technical Director Stephen C. Ede

PWSID 0

Released By *[Signature]*

Sample Remarks:

Parameter	Results	PQL	Units	Method	Container ID	Allowable Limits	Prep Date	Analysis Date	Init
Phosphorus	200 U	200	ug/L	EP200.8	D		11/24/04	11/30/04	SCL
<b>Metals by ICP/MS</b>									
Aluminum	20.0 U	20.0	ug/L	EP200.8	D		11/24/04	11/30/04	SCL
Antimony	1.00 U	1.00	ug/L	EP200.8	D		11/24/04	11/30/04	SCL
Arsenic	5.00 U	5.00	ug/L	EP200.8	D		11/24/04	11/30/04	SCL
Barium	5.93	3.00	ug/L	EP200.8	D		11/24/04	11/30/04	SCL
Beryllium	0.400 U	0.400	ug/L	EP200.8	D		11/24/04	11/30/04	SCL
Cadmium	0.500 U	0.500	ug/L	EP200.8	D		11/24/04	11/30/04	SCL
Calcium	11600	500	ug/L	EP200.8	D		11/24/04	11/30/04	SCL
Chromium	1.00 U	1.00	ug/L	EP200.8	D		11/24/04	11/30/04	SCL
Cobalt	4.00 U	4.00	ug/L	EP200.8	D		11/24/04	11/30/04	SCL
Copper	101	1.00	ug/L	EP200.8	D		11/24/04	11/30/04	SCL
Iron	250 U	250	ug/L	EP200.8	D		11/24/04	11/30/04	SCL
Lead	0.200 U	0.200	ug/L	EP200.8	D	(<=15)	11/24/04	11/30/04	SCL
Magnesium	1570	50.0	ug/L	EP200.8	D		11/24/04	11/30/04	SCL
Manganese	19.9	1.00	ug/L	EP200.8	D		11/24/04	11/30/04	SCL
Molybdenum	10.0 U	10.0	ug/L	EP200.8	D		11/24/04	11/30/04	SCL
Nickel	2.00 U	2.00	ug/L	EP200.8	D	(<=100)	11/24/04	11/30/04	SCL
Potassium	792	500	ug/L	EP200.8	D		11/24/04	11/30/04	SCL
Selenium	5.00 U	5.00	ug/L	EP200.8	D		11/24/04	11/30/04	SCL
Sodium	4070	500	ug/L	EP200.8	D		11/24/04	11/30/04	SCL
Vanadium	20.0 U	20.0	ug/L	EP200.8	D		11/24/04	11/30/04	SCL
Zinc	240	5.00	ug/L	EP200.8	D		11/24/04	11/30/04	SCL
Silicon	4210	200	ug/L	EP200.8	D		11/24/04	11/30/04	SCL
Silver	1.00 U	1.00	ug/L	EP200.8	D		11/24/04	11/30/04	SCL
Thallium	1.00 U	1.00	ug/L	EP200.8	D		11/24/04	11/30/04	SCL
Tin	1.00 U	1.00	ug/L	EP200.8	D		11/24/04	11/30/04	SCL
Titanium	14.3	5.00	ug/L	EP200.8	D		11/24/04	12/08/04	JLB

**Waters Department**

Nitrate-N 0.225 0.100 mg/L EPA 300.0 B (<=10) 11/22/04 BJA



SGS Ref.# 1047661001  
Client Name Olson, Martin  
Project Name/# 34624 Humpy Rd.  
Client Sample ID 34624 Humpy Rd.  
Matrix Drinking Water

All Dates/Times are Alaska Standard Time

Printed Date/Time 12/10/2004 10:36  
Collected Date/Time 11/21/2004 10:00  
Received Date/Time 11/22/2004 11:40  
Technical Director Stephen C. Ede

PWSID 0

Parameter	Results	PQL	Units	Method	Container ID	Allowable Limits	Prep Date	Analysis Date	Init
<b>Waters Department</b>									
pH	6.75	0.100	pH units	EPA 150.1	C			11/22/04	KP
<b>Microbiology Laboratory</b>									
Total Coliform	0		col/100mL	SM20 9222B	A	(<=1)		11/22/04	DKC

#2 WELL  
(MAIN WELL)

Well Drilling Log --- Kraxberger Drilling Inc. --- (907) 262 - 4720

48230 Gas Well Road  
Soldotna, Alaska 99669

Owner:	OLSEN MARTIN & HELEN	Road / Area:	34624 HUMPY RD	Well log #	4811
Legal description:	LOT 9D				
	STEPHENKIE SUB # 2	Builder:			
City:	STERLING				

Depth:	39	Date completed:	4/1/2010	Driller:	RRK	Water sys. class:	
Yield (gpm):	12	Static level:	9	Casing length:	38	Above ground:	4
Well completion:	006 Screen 34-39: IRON 1/2 ppm		Diameter(in):	6	Prim. casing typ:	steel	
		Rig type:	AR	Grout:	none		

0-3 FILL TOPSOIL & CLAY

3-9 SAND & GRAVEL

9-12 CEMENTED SAND & GRAVEL

12-33 WET SAND & GRAVEL

33-39 SAND & WATER

39- CEMENTED GRAVEL





SGS Ref.# 1122521001  
Client Name Olson, Martin  
Project Name/# Well  
Client Sample ID Well  
Matrix Water (Surface, Eff., Ground)

Printed Date/Time 06/29/2012 9:44  
Collected Date/Time 06/24/2012 15:00  
Received Date/Time 06/25/2012 10:45  
Technical Director Stephen C. Ede

Sample Remarks:

Parameter	Results	LOQ	Units	Method	Container ID	Allowable Limits	Prep Date	Analysis Date	Init
<b><u>Metals by ICP/MS</u></b>									
Arsenic	ND	5.00	ug/L	EP200.8	B		06/27/12	06/28/12	NRB
<b><u>Microbiology Laboratory</u></b>									
E. Coli	Negative	1	100mL	SM21 9223B	A			06/25/12	SDP
Total Coliform	Negative	1	100mL	SM21 9223B	A			06/25/12	SDP

8/04/10

GRUNDFOS INSTRUCTIONS

**SQ, SQE**

Installation and operating instructions

US F E

H<sub>2</sub>O line dug  
4/29/2010  
Fitter @ 11' 11"  
below top of well  
casing.





**KENAI RIVER**  
CENTER

JANE M. GABLER  
PLANNER/FLOODPLAIN ADMINISTRATOR  
514 Funny River Road • Soldotna, AK 99669  
(907) 260-4882 • Fax: (907) 260-5992  
email: jgabler@borough.kenai.ak.us  
www.borough.kenai.ak.us/kenairivercenter

**KENAI RIVER**  
CENTER

514 Funny River Road • Soldotna, Alaska 99669 • (907) 260-4882 • Fax: (907) 260-5992

**MEMORANDUM**

DATE: May 16, 2002  
TO: Interested Parties  
FROM: *JMG* Jane M. Gabler  
Floodplain Administrator  
SUBJECT: Floodplain Development

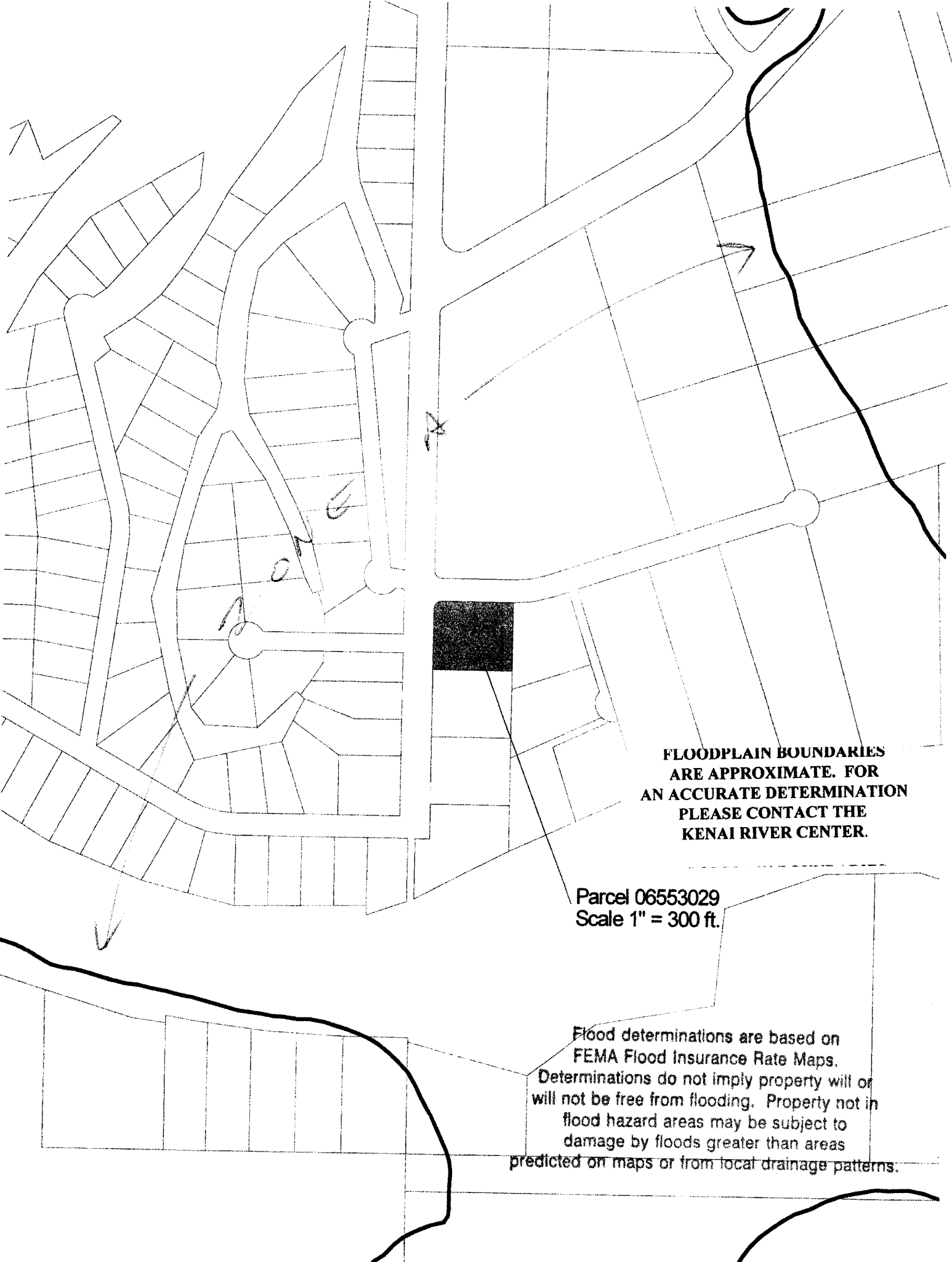
Thank you for responding to the Kenai River Centers (KRC) floodplain flyer and requesting a floodplain determination and/or a development packet. Staff has reviewed the flood hazard area maps and it appears Parcel Number 06553029 is within Flood Zone(s) A. Any future development to be conducted in Zone A (100 year flood hazard area) on the above referenced parcel will require a Floodplain Development Permit. Enclosed you will find a floodplain map that indicates the approximate boundaries of Zone A. Also enclosed is a copy of general building information for your reference.

According to the Kenai Peninsula Borough Code of Ordinances, Chapter 21.06, Floodplain Management, any development, new construction, including but not limited to buildings, roads, dredging, filling, excavation or substantial improvement that is conducted within the flood hazards areas (Zone A) of the Borough, requires a KPB Floodplain Development Permit. If you plan to make substantial improvements or start construction on your property that is within Flood Zone A, please let the Kenai River Center know and we will work with you in issuing a permit.

In accordance with Chapter 21.06, of the KPB Code of Ordinances no permit is required within areas outside the floodplain. If by common knowledge you are aware of potential flooding for your area, you are advised to do any future building with floodplain measures in mind. The Kenai River Center has various resource materials available.

Should you have questions or want additional information relating to this matter, please contact me at the Kenai River Center (907) 260-4882.

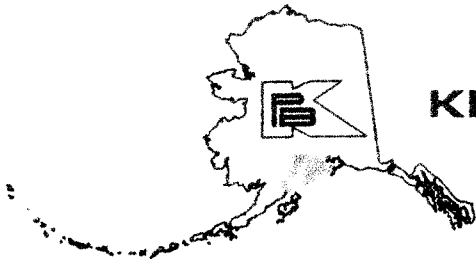
Thank you again for your interest in floodplain development.



**FLOODPLAIN BOUNDARIES  
ARE APPROXIMATE. FOR  
AN ACCURATE DETERMINATION  
PLEASE CONTACT THE  
KENAI RIVER CENTER.**

Parcel 06553029  
Scale 1" = 300 ft.

Flood determinations are based on  
FEMA Flood Insurance Rate Maps.  
Determinations do not imply property will or  
will not be free from flooding. Property not in  
flood hazard areas may be subject to  
damage by floods greater than areas  
predicted on maps or from local drainage patterns.



## KENAI PENINSULA BOROUGH

144 N. BINKLEY · SOLDOTNA, ALASKA · 99669-7599  
BUSINESS (907) 262-4441 FAX (907) 262-1892

DON GILMAN  
MAYOR

January 2, 1996

Olson, Martin & Helen  
2638 Kenmore Circle  
Anchorage AK 99504

RE: Parcel Number 065-530-29

Dear Mr. & Mrs. Olson:

Earlier this year the Kenai Peninsula Borough sent a letter regarding the location and elevation of your structure within the floodplain noting noncompliance with the Kenai Peninsula Borough Floodplain Management ordinance.

Enclosed is a base flood elevation survey for your structure. The survey shows:

Firm Base Flood Elevation: 186.4'  
Finish Floor Elevation: 189.5'

If your structure is above the base flood elevation you may apply for and receive a floodplain development worksheet from the borough. For your convenience, a copy of this floodplain development worksheet is enclosed.

If you have any questions regarding the base flood elevation survey or the permit application, please contact the Planning Department at 262-4441 ext. 265 or toll free within the borough at 1-800-478-4441 ext. 265.

Sincerely,

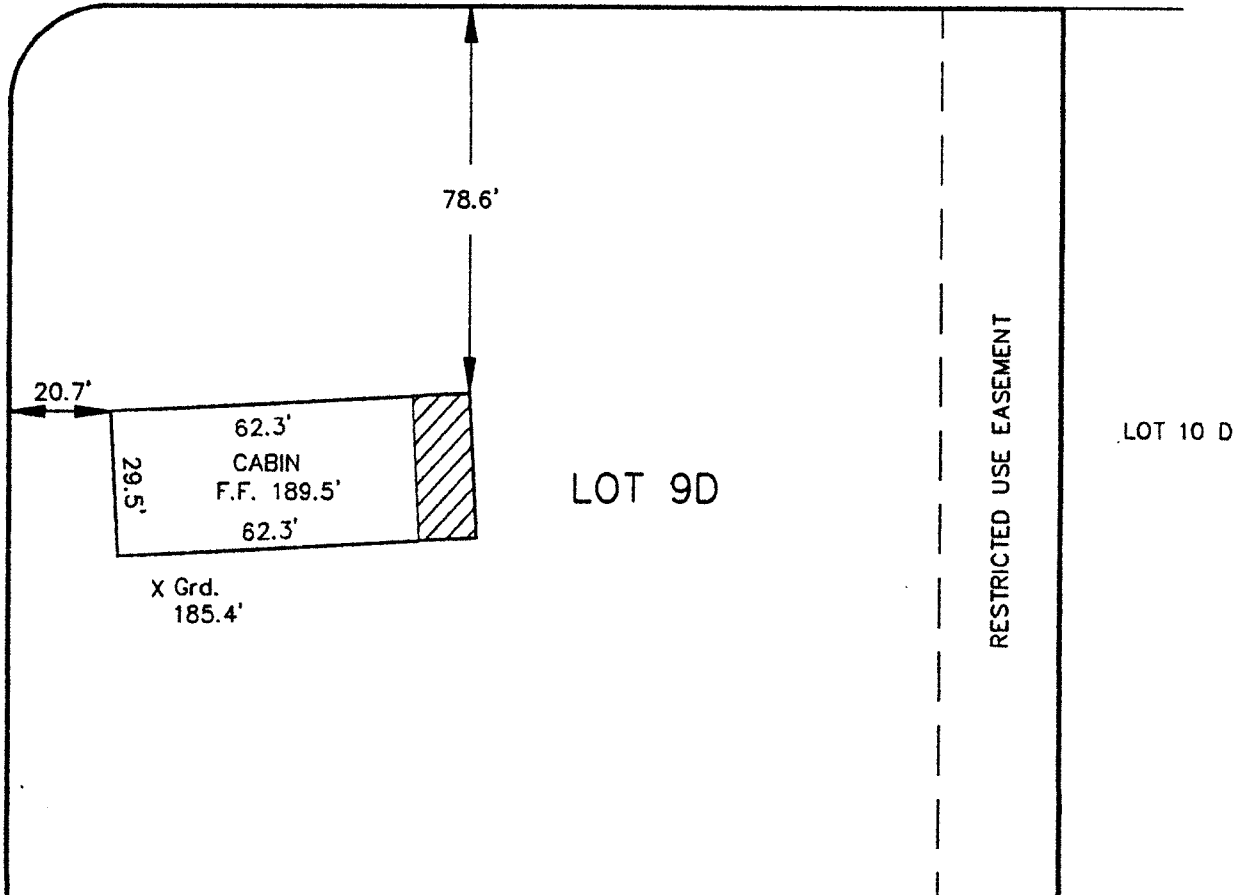
Lisa M. Parker  
Planning Director

Enclosure:

- (1) Base Flood Elevation Survey
- (2) Floodplain Development Worksheet

COHOE COURT EAST

HUMPY ROAD



LOT 9D

LOT 10 D

RESTRICTED USE EASEMENT

LOT 9C

Surveyed by : McLane Consulting Group  
 P.O. Box 468  
 Soldotna, AK 99669

**McLANE**



1" = 40'



**NOTES**

1. All elevations shown are based on National Geodetic Vertical Datum of 1929.
2. Elevations shown meet the National Council of Examiners for Engineering and Surveying minimum standards of vertical accuracy for a Class A survey.
3. Finish Floor (F.F.) Elevation shown is the lowest floor of the structure.

KPB PARCEL NO. 06553029	
LOT 9D STEPHENKIE SUBDIVISION NO. 2	
OWNER:	Martin & Helen Olson 2638 Kenmore Circle Anchorage, AK 99504
PREPARED FOR:	Kenai Peninsula Borough 144 N. Binkley Soldotna, AK 99669
KENAI RIVER VERTICAL CONTROL SURVEY OF 1990, BENCH MARK: KR-90-17	
FIRM BASE FLOOD ELEVATION: 186.4' ZONE: A3 COMMUNITY-PANEL: 020012-2090 A	
DATE OF SURVEY:	DRAWING:
December 7, 1995	953167B.DWG

**SECTION E CERTIFICATION**

This certification is to be signed by a land surveyor, engineer, or architect who is authorized by state or local law to certify elevation information when the elevation information for Zones A1-A30, AE, AH, A (with BFE), V1-V30, VE, and V (with BFE) is required. Community officials who are authorized by local law or ordinance to provide floodplain management information, may also sign the certification. In the case of Zones AO and A (without a FEMA or community issued BFE), a building official, a property owner, or an owner's representative may also sign the certification.

Reference level diagrams 6, 7 and 8 - Distinguishing Features--If the certifier is unable to certify to breakaway/non-breakaway wall, enclosure size, location of servicing equipment, area use, wall openings, or unfinished area Feature(s), then list the Feature(s) not included in the certification under Comments below. The diagram number, Section C, Item 1, must still be entered.

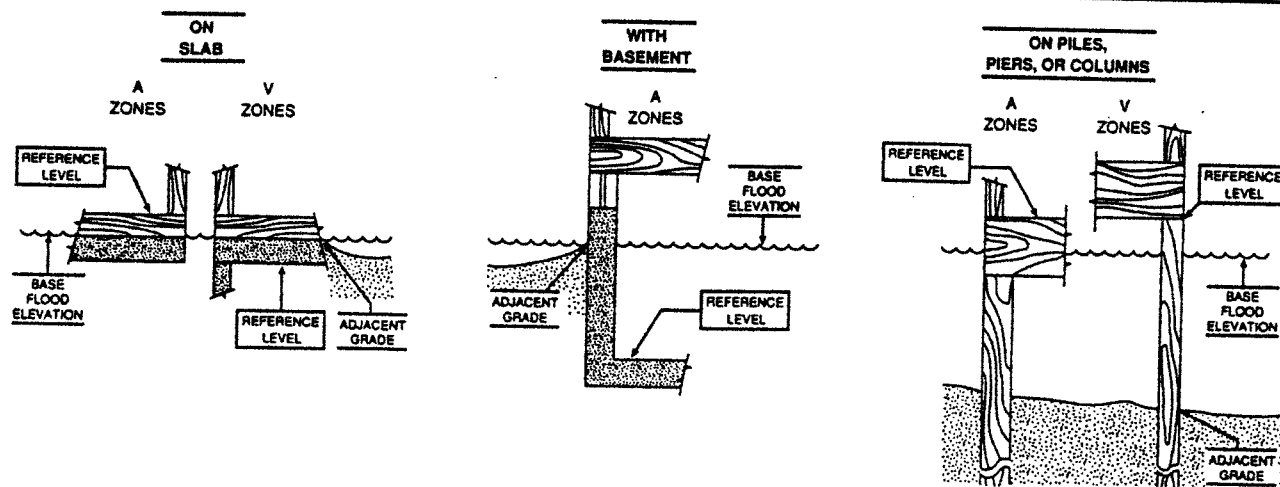
*I certify that the information in Sections B and C on this certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.*

Martin T. Olson

CERTIFIER'S NAME		LICENSE NUMBER (or Affix Seal)		
TITLE		COMPANY NAME		
ADDRESS	CITY	STATE	ZIP	
2638 Kenmore Circle	Anchorage,	AK	99504	
SIGNATURE		DATE	PHONE	

**Copies should be made of this Certificate for: 1) community official, 2) insurance agent/company, and 3) building owner.**

**COMMENTS:** Using the Finished Floor Elevation of the house as base and utilizing a water level device, I obtained the elevations of garage floor and shed floor as follows: Garage A zone, 186.4 V zone is less 4 inches. Shed A zone, 185.9 and V zone is less 4 inches.  
Using the high water mark of last falls' flood, the garage floor is 2 1/4 in. above that high water mark, and the shed floor is 4 3/4 in. below.



The diagrams above illustrate the points at which the elevations should be measured in A Zones and V Zones. Elevations for all A Zones should be measured at the top of the reference level floor. Elevations for all V Zones should be measured at the bottom of the lowest horizontal structural member.

PLANNING DEPARTMENT  
BUSINESS (907) 262-4441  
EXT. 265  
FAX (907) 262-8518

JANE M. GABLER  
FLOODPLAIN ADMINISTRATOR

## KENAI PENINSULA BOROUGH

KLEIY SOLDOTNA, ALASKA 99669-7599  
(907) 262-4441 FAX (907) 262-1892

KENAI PENINSULA BOROUGH  
144 N. BINKLEY ST. • SOLDOTNA, ALASKA 99669

DON GILMAN  
MAYOR

September 5, 1996

Mr. Martin Olson  
2638 Kenmore Circle  
Anchorage AK 99504

Subject: Final Post-Construction Floodplain Permit  
Parcel No. 065-530-29

Dear Mr. Olson:

Enclosed you will find your K.P.B. Floodplain permit. This permit includes an after-the-fact permit for your cabin; the 36' X 36' garage; the ~~20~~ X 24' shed and the installation of a fuel storage tank. The permit has been issued in combination from the K.P.B. survey conducted December 7, 1995 and from the information and photos you submitted. A summary is as follows:

- After-the-fact permit for the **cabin** as indicated on survey dated December 7, 1995. B.F.E. established at 186.4', first floor of cabin is 189.5.'
- **36' X 36' Garage** - Accessory use, structure has been built to the approximate B.F.E. level of 186.4.' This was completed by estimating the B.F.E. level from the established B.F.E. from the cabin. ( See attached Section E Certificate, dated 6/28/96)
- **20 X 24' Shed** - Accessory use, structure contains two (2) openings and is "shadowed," from flooding by the cabin and garage.
- **Fuel Storage Tank** (oil tank) - Photos and the statements on the Kenai River Habitat Protection application, indicate the tank has been constructed in accordance to Chapters 21.06.050 and 21.18.050 of the Borough Code of Ordinance. (Floodplain and Habitat Protection Ordinances attached for your reference).

### STILL REQUIRED:

The Kenai Peninsula Borough **does request the fuel storage tank** be cabled to the exterior wall of the garage. When this is completed, it will satisfy **anchoring requirements** within Floodplain Ordinance and the Kenai River Habitat Protection Ordinance. In your permit, Section III, Part 1, Documentation Required, "Attachment A", requested fuel tanks be

*converted to  
a furnace room*