

**PLANNING DEPARTMENT
PLANNING STAFF ANALYSIS
PLATTING**

DATE: July 19, 2023

CASE: S12732 Base Camp 907 Subdivision, Parent Lots 1A – 7A,
and Tracts 1, 2, 3, A, and B

Vacation of the highway screening landscaping
easement and T&E easement on the north side of the
lot

GRID: SW1238
SITE: 5 acres
LAND USE: Vacant
UTILITIES: To be served with public water and sewer
TOPO: Level
VEGETATION: Birch, spruce, and undergrowth
ZONING: R-4, multifamily residential district

COMPREHENSIVE PLAN

Classification: “Compact Mixed Residential Low” per *Anchorage 2040*
Intensity: 5 to 15 dwelling units per acre

SURROUNDING AREA

	NORTH	EAST	SOUTH	WEST
Zoning:	TR	R-4	R-3	R-4
Land Use:	Glenn Highway	Multifamily	Duplexes	Vacant

PROPERTY HISTORY

4/13/1970	GAAB 25-70	Site zoned R-4 during area wide rezone
12/12/2012	Plat 2012-96	Final Plat Recorded for Checkpoint Subdivision Lots 1-4 and Tract A

REQUEST

The petitioner is requesting to subdivide one lot into seven parent lots and five tracts. The petitioner is also requesting to vacate and relocate the 30-foot-wide highway screening landscaping easement and the 20-foot-wide telephone and electric easement on the north side of the lot.

In a separate case (Case S12722), the petitioner is requesting approval of a unit lot subdivision of each of the seven parent lots, which will be developed with townhouses. Tracts 1, 2, and 3 will be open space tracts. Tracts A and B will provide access from Parent Lots 4A, 5A, 6A, and 7A to a new internal street (Venture Place) connecting Whisperwood Park Drive to Boundary Avenue.

SITE DESCRIPTION

The petition site is a five-acre lot located on the north side of Whisperwood Park Drive. The property is south of the Glenn Highway, between Boniface Parkway and Turpin Street. The site is zoned R-4. The surrounding area is zoned R-3 and R-4 and is developed with multifamily housing and duplexes. The lot directly west of the subject property is vacant. The petition site does not contain stream channels or drainageways. The subdivision will be served by public water and sewer.

All of the proposed lots meet the subdivision and zoning dimensional requirements. The parent lots and tracts range in size from 3,419 square feet to 27,223 square feet. The R-4 district requires a minimum lot area of 2,000 square feet for townhouse style development. Tracts 1 and 2 do not meet the minimum lot area requirement, however, this is allowed by AMC 21.08.030K., *Lot Dimensions*, because they will not be developed. Similarly, Tracts 1, 3, A, and B do not meet the minimum depth to width ratio of 3:1, but this is permitted because they will not be developed with houses.

Access

The proposed subdivision shows a 60-foot-wide right-of-way dedication for a new road connecting Whisperwood Park Drive to Boundary Avenue. A proposed condition of approval requires that the applicant enter into a subdivision agreement for the construction of the new road. Whisperwood Park Drive functions as a collector in this growing area of town near the Glenn Highway.

The applicant's representatives and the MOA Street Maintenance Division have agreement on winter maintenance of the new internal public street given the type of housing proposed for the property. The Right-of-Way Division and the Private Development Division request that the agreement be formalized in a memorandum of understanding, and this should be a condition of approval.

Easement Vacation Request

Through this plat, the applicant proposes to vacate and relocate the existing 30-foot highway screening easement and the 20-foot T&E easement on the north side of proposed Tracts 2 and 3. The highway screening will be between the power lines and the Glenn Highway. The overhead power lines are currently located in the existing highway screening easement. The proposed vacation and relocation will place the existing power lines in the proposed T&E easement and allow mature trees to be retained.

21.03.200 Subdivisions

Pre-Application Conference

A pre-application conference with Municipal and State reviewing agencies was held on October 31, 2022, in accordance with AMC 21.03.080C.2.

Community Meeting

The applicant held a community meeting with the Northeast Community Council on November 17, 2022, in accordance with AMC 21.03.080C.3.

AGENCY COMMENTS

1. Utility easements have been requested.
2. State of Alaska Fire Marshal: No objection
3. Traffic Engineering Department:
 - a. Preliminary Plat: The proposed parcel is bounded to north by Boundary Avenue and to the south by Whisperwood Park Drive. Boundary Avenue is classified as collector roadway and managed by AKDOT&PF. Whisperwood is a local roadway maintained by Municipality of Anchorage.
 - b. Recommendations: Dedicate 60 feet of right of way as currently shown on preliminary plat for through connection between Boundary Avenue and Whisperwood Park Drive. Dedicate 40 feet tracts for potential private roads as shown on preliminary plat. This platting action is current with a proposed unit lot subdivision S12722. Recommend a plat note limiting the width of driveways to not exceed 50% of unit lot widths. Provide Street lighting per AMC 21.08 and DCM Chapter 5 to provide required illumination at proposed street intersections.
 - c. Vacation of Existing Easements: Traffic has no objections for modifying and or removing exiting highway screening or utility easements as proposed on the preliminary plat.
4. Private Development Division:
 - a. Roads: The subject parcels are adjacent to the following rights-of-way:
 - 1) Whisperwood Park Drive, to the south, is a local road.
 - 2) Boundary Avenue, to the north, is a Class I Collector.
 - b. Improvements: No peripheral improvements are required on Whisperwood Park Drive. Construct a 5-foot-wide concrete sidewalk in accordance with AMC 21.08.050 Table 21.08-7 and Type I, barrier curb and gutter fully fronting and adjacent to the northern property boundary. The internal public street (Venture Place) shall be constructed to Municipal Class A standards consisting of a 33-foot-wide paved street (back of curb to back of curb) including Type I, barrier curb and gutter, on the east side of the public right-of-way. Resolve the curb type on the west side of the public right-of-way with Private Development. The private streets (Summit Court and Trek Court) shall be constructed as a 31-foot-wide paved street (back of curb to back of curb) including Type II, rolled curb and gutter on both sides.
 - c. Dedication: Dedicate a 60-foot right-of-way for the internal street (Venture Place) from Whisperwood Park Drive to Boundary Avenue as

shown on the preliminary plat. Dedicate 40-foot-wide tracts for the private roads (Summit Court and Trek Court) as shown on the preliminary plat.

- d. Subdivision Agreement Requirements: Prior to final plat approval the petitioner shall enter into a subdivision agreement with Private Development for the required public Class A area improvements, to include the asphalt street, sidewalk, traffic control devices, streetlights, street signs, monuments, drainage facilities and utilities.
 - e. Snow Removal: Obtain a Memorandum of Understanding (MOU) between the Municipality of Anchorage and the Developer/HOA for all winter maintenance to include hauling snow from the public right-of-way. A Right-Of-Way Permit is required for snow removal activities within the public right-of-way. The petitioner shall include a plat note regarding street maintenance winter responsibilities for the public right-of-way (Venture Place). Resolve the plat note wording with MOA Right-of-Way.
 - f. Drainage: Prior to final plat approval, submit to Private Development for review and approval a comprehensive site grading and drainage plan to resolve the need for drainage easements and drainage improvements and to demonstrate that all post development drainage patterns will not adversely impact adjacent properties or rights of way, and to include a suitable outfall. Required drainage improvements shall be designed in accordance with the Municipality of Anchorage Design Criteria Manual Chapter 2.
 - g. Plat Notes:
 - 1) The property owner and utilities shall not raise, lower, or re-grade the property in a manner that will alter the drainage patterns from those shown on the approved grading and drainage plan without prior approval from Municipality of Anchorage Building Safety Office.
 - 2) Property owners and utilities shall not obstruct, impede or alter approved drainage facilities (e.g. swales, ditches) in any way that will adversely impact adjacent properties or rights of way.
 - h. Department Recommendations: The Private Development Section has no objection to the proposed subdivision subject to the above recommendations and conditions. Private Development has no objections to the vacation of the 30-foot highway screening easement and the 20-foot T&E easement.
5. Anchorage Water and Wastewater Utility:
- a. AWWU water and sanitary sewer are available to the parcel.

- b. AWWU requires easement for any public water or sanitary sewer main(s) installed outside of right-of-way (ROW) or within 15 feet of the edge of ROW. Easement needs will be determined per the final approved plans and the Private Development agreement.
 - c. A portion of the existing sanitary sewer main at Whisperwood Park Drive and Ophir Drive will need to be abandoned, and two water tees that run to the parcel will need to be disconnected at the main(s), per the final approved plans and Private Development agreement.
 - d. Assessments to be determined upon further development.
 - e. AWWU has no objection to this platting action.
6. On-Site Water and Wastewater Services Division: No comments
7. State of Alaska Department of Transportation and Public Facilities:
- a. No objection to the proposed platting action.
 - b. No objection to the proposed easement vacation and realignment.
 - c. Please have the applicant finalize their Approach Road Review with DOT&PF ROW for the new dedicated unnamed road through this subdivision. This may require amending the NDA plat note per Plat 2012-96 for Checkpoint Lot 2 to allow for vehicle access onto Boundary Ave.
8. Right-of-Way Division: Obtain a Memorandum of Understanding between the Municipality of Anchorage and the Developer/HOA for all winter maintenance to include hauling snow from the public right-of-way. A right-of-way permit is required for the snow removal activities within the public right-of-way.
9. Watershed Management Services: No objection
10. Addressing Official:
- a. Platted Area – Include the street name for dedicated ROW.
 - b. Overview – Include the street name for dedicated ROW.
 - c. Title Block – Change the MOA Case to S12732.

PUBLIC COMMENTS

On June 7, 2023, a total of 422 public hearing notices were mailed to the surrounding property owners and residents within at least 500 feet of the subject property. The property was also posted with public hearing signs and the public

hearing notice was published. As of the date this report was written, no comments were received from the public. Also, the Northeast Community Council did not comment.

FINDINGS

The Department finds that the proposed plat meets all subdivision design and improvement standards in AMC 21.08, *Subdivision Standards*, subject to the proposed conditions of approval.

The vacation requests have been reviewed, in accordance with AMC 21.03.230. All impacted utility companies have no objection to relocating the easements.

DEPARTMENT RECOMMENDATION

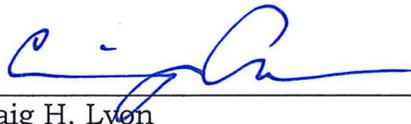
- A. Approval of the vacation of the 30-foot-wide highway screening easement and the 20-foot-wide telephone and electric easement to flip their locations on the north side of the lot, subject to recording a final plat within 24 months and any time extensions.
- B. Approval of the plat for 24 months subject to the following conditions:
 1. Resolving utility easements.
 2. Finalize the Approach Road Review with DOT&PF ROW for the dedicated unnamed road running north-south.
 3. Resolve with AWWU, the need to abandon a sanitary sewer main and disconnect two water tees at the main.
 4. Resolve with the Traffic Engineering Department, the provision of streetlighting per AMC 21.08 and DCM Chapter 5 for required illumination at street intersections.
 5. Enter into a subdivision agreement with Private Development for required public Class A area improvements, to include the asphalt street, sidewalk, traffic control devices, streetlights, street signs, monuments, drainage facilities, and utilities:
 - a. Construct a 5-foot-wide concrete sidewalk, in accordance with AMC 21.08.050 Table 21.08-7 and Type I barrier curb and gutter fully fronting and adjacent to the northern property boundary.
 - b. The internal public street (Venture Place) shall be constructed to Municipal Class A standards consisting of a 33-foot-wide paved street (back of curb to back of curb) including Type I barrier curb and gutter on the east side of the public right-of-way. Resolve the

curb type on the west side of the public right-of-way with Private Development.

- c. The private streets (Summit Court and Trek Court) shall be constructed as a 31-foot-wide paved street (back of curb to back of curb) including Type II rolled curb and gutter on both sides.
6. Obtain a Memorandum of Understanding between the Municipality of Anchorage and the Developer/HOA for all winter maintenance to include hauling snow from the public right-of-way. A Right-Of-Way Permit is required for snow removal activities within the public right-of-way.
7. Place a note on the plat regarding street maintenance winter responsibilities for the public right-of-way (Venture Place). Resolve the wording with the MOA Right-of-Way Division and the Planning Department.
8. Submit to Private Development for review and approval a comprehensive site grading and drainage plan to resolve the need for drainage easements and drainage improvements and to demonstrate that all post development drainage patterns will not adversely impact adjacent properties or rights of way, and to include a suitable outfall. Required drainage improvements shall be designed in accordance with the Municipality of Anchorage Design Criteria Manual Chapter 2.
9. Adding the following plat notes:
 - a. "Tracts 1, 2, 3, A, and B are owned and maintained by the Base Camp 907 Homeowner's Association."
 - b. "Tracts 1, 2, and 3 are open space tracts that shall be preserved from the development of permanent structures in perpetuity."
 - c. "The Municipality will not accept now, nor in the future, ownership of, the maintenance of, or the responsibility for snow plowing or roadway improvements in Tracts A and B. Ownership, maintenance, and snow clearing shall remain the collective responsibility of the property owners of the lots which receive their access off this tract."
 - d. "Driveways require approval from the Municipal Traffic Engineering Department."
 - e. "The property owner and utilities shall not raise, lower, or re-grade the property in a manner that will alter the drainage patterns without prior approval from Municipality of Anchorage Building Safety Office."

- f. "Property owners and utilities shall not obstruct, impede or alter drainage facilities (e.g., swales, ditches) in any way that will adversely impact adjacent properties or rights-of-way."
- 10. Making the following drafting changes:
 - a. Include the street name in the platted area and in the overview.
 - b. In the title block, change the case number to S12732.

Reviewed by:



Craig H. Lyon
Director

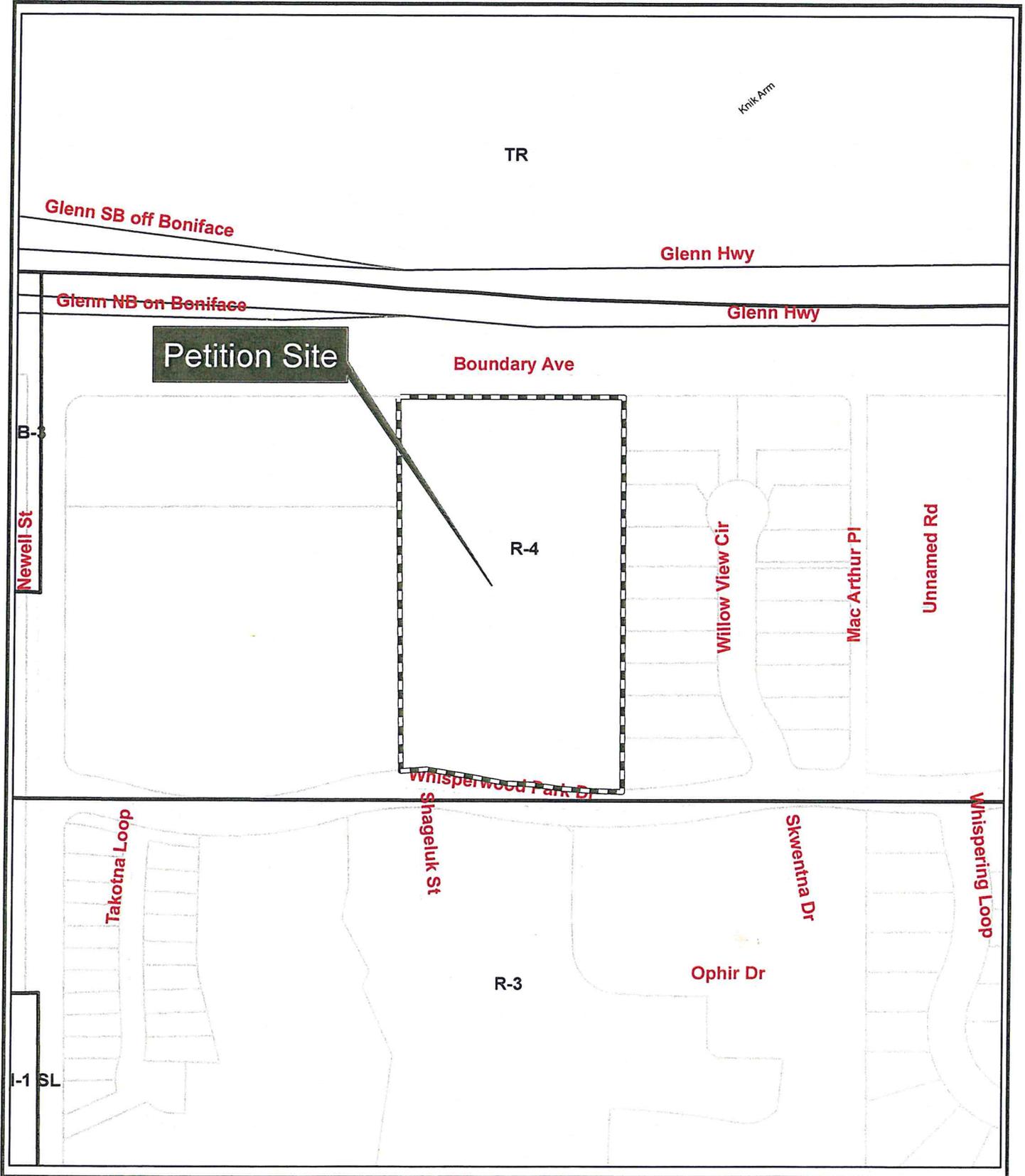
Prepared by:



Francis McLaughlin
Senior Planner

Case S12732

S12732

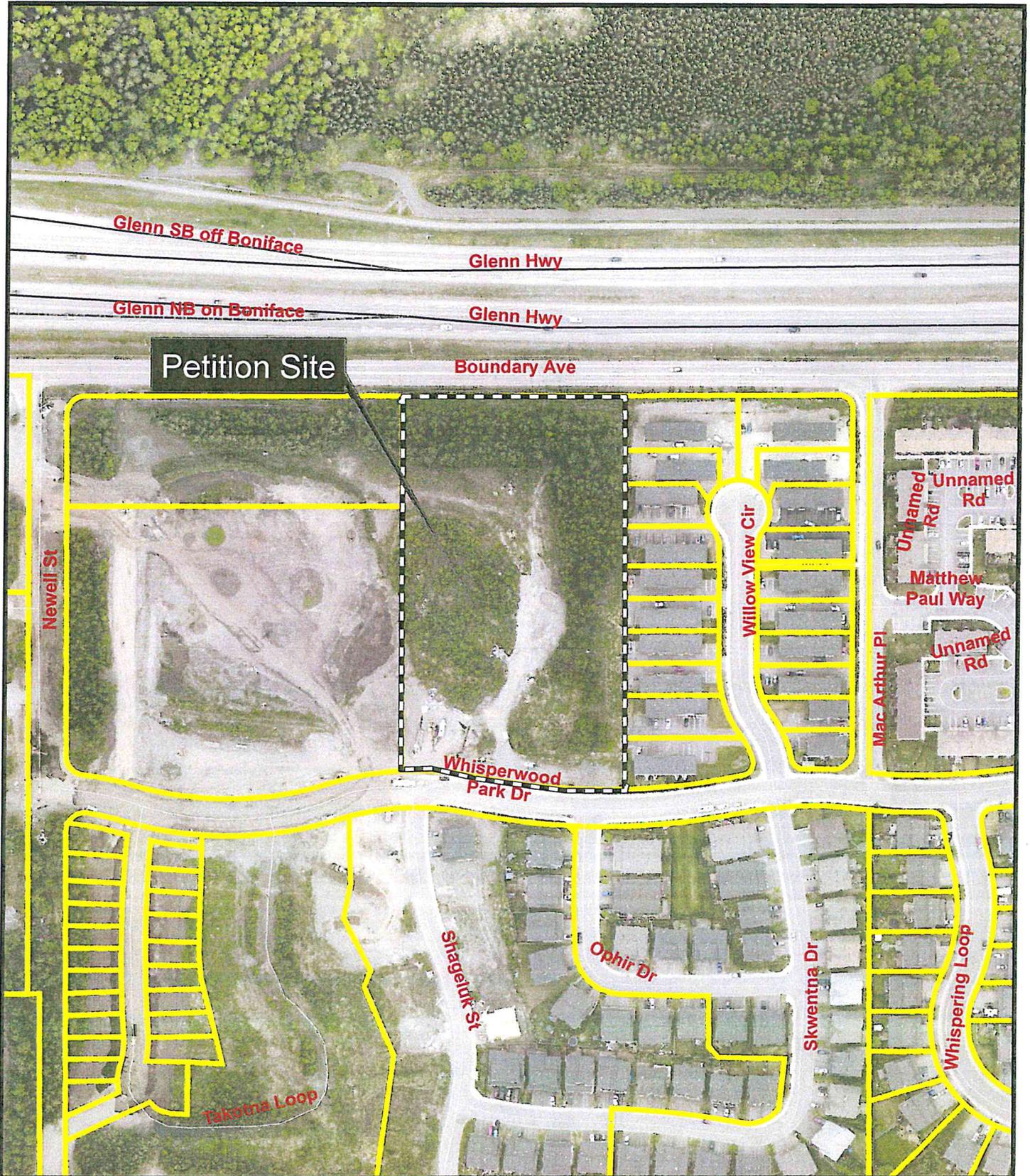


Municipality of Anchorage
Planning Department

Date: 5/12/2023



S12732

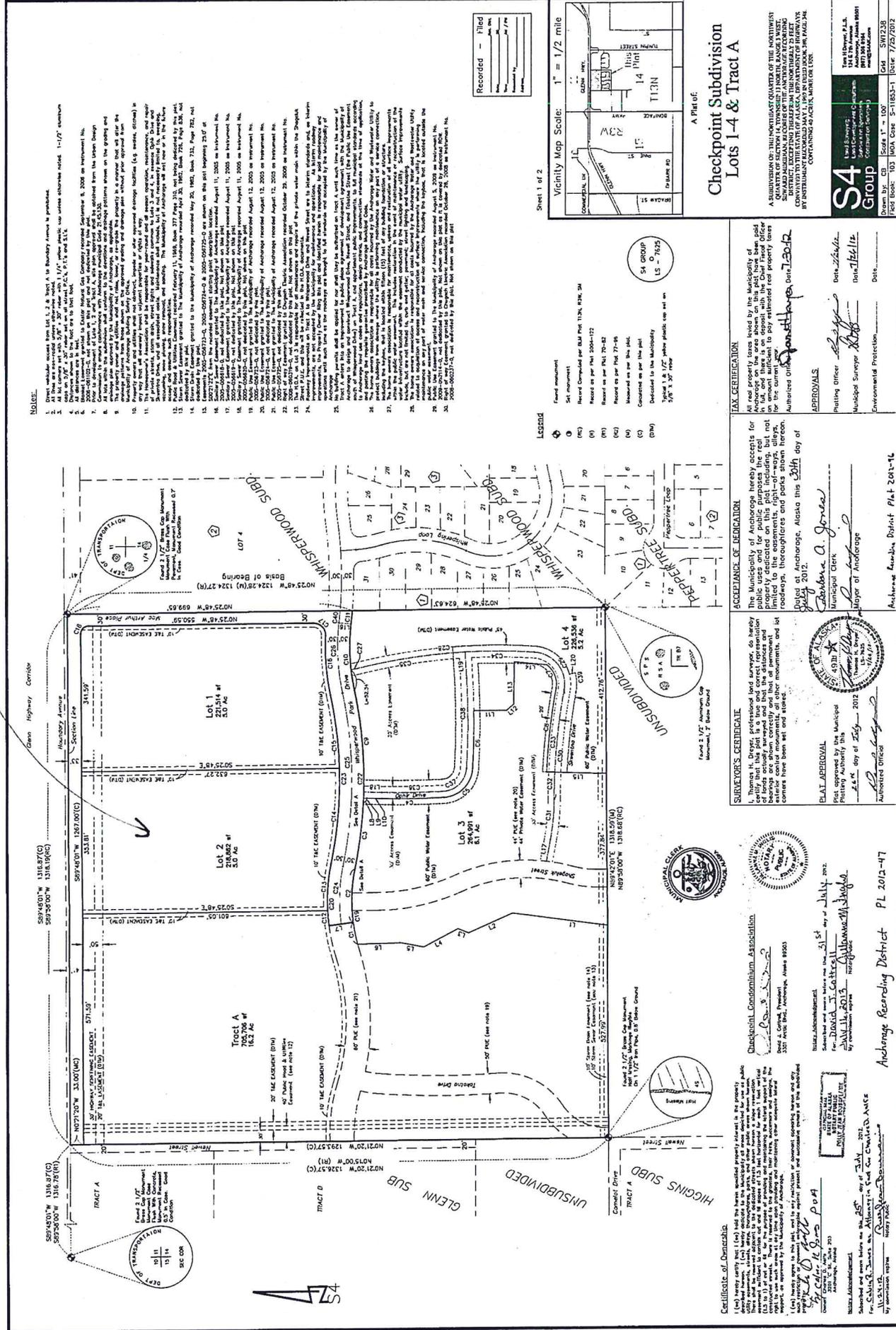


Municipality of Anchorage
Planning Department

Date: 5/12/2023



Petition Site

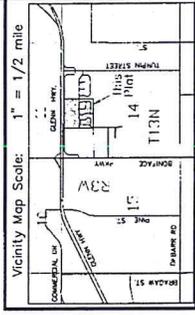


NOTICE:

1. These plat maps were filed in accordance with the provisions of the Alaska Statutes, Title 25, Chapter 14, and the provisions of the Alaska Land Use Regulations, Title 25, Chapter 14.010.
2. All areas are shown on the plat maps as being subject to the provisions of the Alaska Statutes, Title 25, Chapter 14, and the provisions of the Alaska Land Use Regulations, Title 25, Chapter 14.010.
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30. All areas are shown on the plat maps as being subject to the provisions of the Alaska Statutes, Title 25, Chapter 14, and the provisions of the Alaska Land Use Regulations, Title 25, Chapter 14.010.

Recorded - Filed

Recorded by: _____
 Filed by: _____
 Date: _____



**Checkpoint Subdivision
 Lots 1-4 & Tract A**

A SUBDIVISION OF THE ANCHORAGE CITY AND MUNICIPALITY OF ANCHORAGE, ALASKA, CONSISTING OF LOTS 1, 2, 3, 4 AND TRACT A, BEING A SUBDIVISION OF SECTION 14, TOWNSHIP 10 NORTH, RANGE 1 WEST, SQUAD 4000, ALASKA DEPARTMENT OF HIGHWAYS BY INSTRUMENTS OF TRANSFER, BOOK 100, PAGE 140.

S4 Group

Team: _____
 Lead Surveyor: _____
 Lead Engineer: _____
 Lead Planner: _____

Book 100, Page 140

Legend

- 1. Easement
- 2. Set monument
- 3. Record Computed per BLM Plat 7136, 1976, 3M
- 4. Record on per Plat 2004-172
- 5. Record on per Plat 70-87
- 6. Record on per Plat 77-96
- 7. Monuments on per this plat
- 8. Contained on per this plat
- 9. Dedicated to the Municipality
- 10. 1/2" x 1/2" public utility cap set on 5/8" x 3/4" iron

TAX CERTIFICATION

All real property taxes assessed by the Municipality of Anchorage on this plat have been paid in full and there is no delinquency on any taxes assessed on this plat. The Chief Fiscal Officer of the Municipality of Anchorage certifies that the taxes have been paid in full for the current year.

Authorized Officer: _____ Date: 12/12/12

APPROVALS

Planning Officer: _____ Date: 12/12/12

Municipal Engineer: _____ Date: 12/12/12

Environmental Protection: _____

SURVEYOR'S CERTIFICATE

I, Thomas H. Dreyer, Professional Land Surveyor, do hereby certify that I have surveyed and plotted the distances and bearings of the lines and corners of the subdivision shown on this plat, and that the same are correct and conform to the original monuments and plat centers have been set and staked.

Surveyor: _____ Date: 12/12/12

BLAT APPROVAL

Printed Authority this _____ day of July, 2012

Submitted Officer: _____

CHECKPOINT CONDOMINIUM ASSOCIATION

Submitted and sworn before me on this 31st day of July, 2012

for: DONALD J. GATRELL
 by commission expires: _____

Notary Public, State of Alaska

Certificate of Ownership

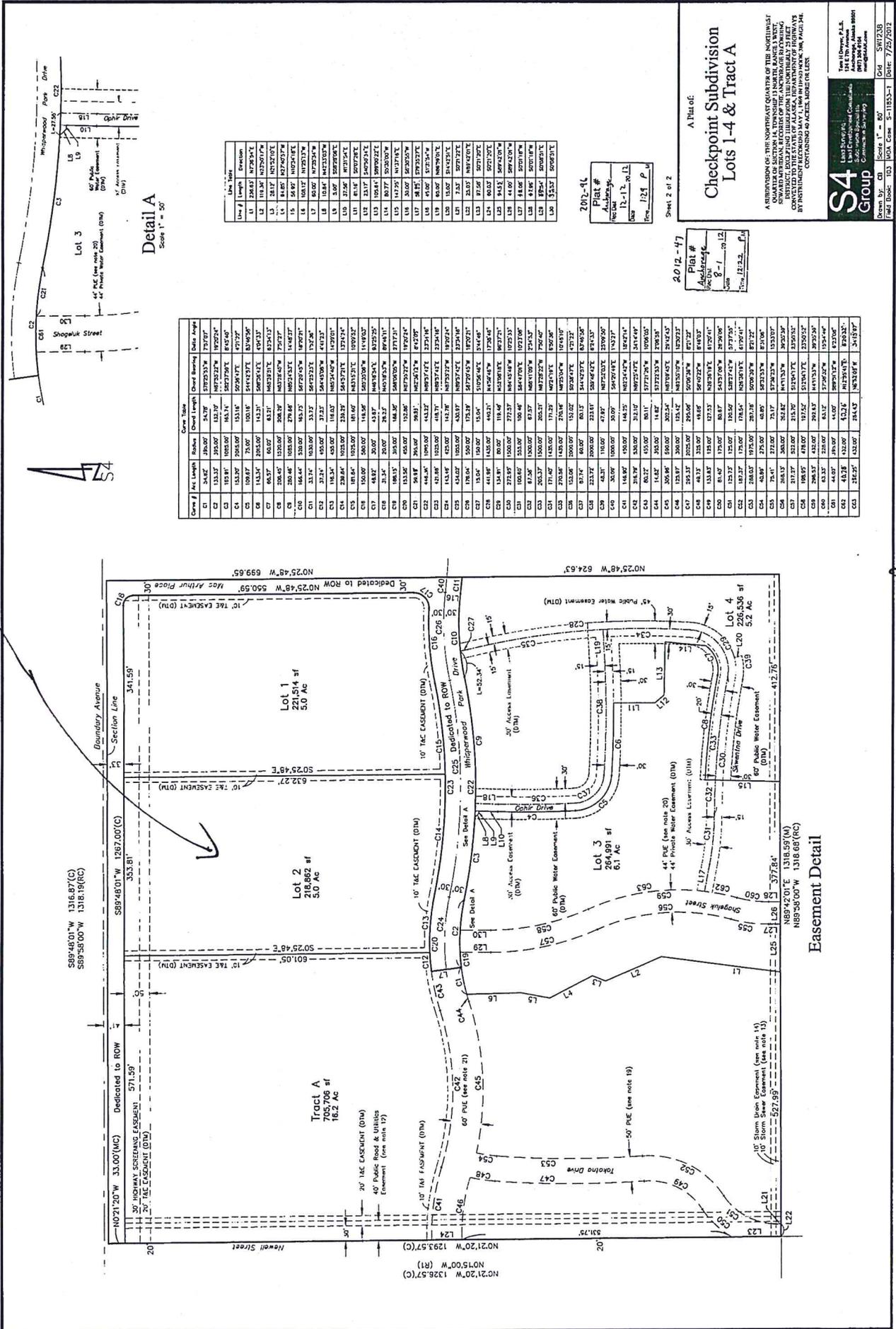
Submitted and sworn before me on this 31st day of July, 2012

for: _____
 by commission expires: _____

Notary Public, State of Alaska

Plat 2012-96 Page 1

Petition Site



Curve #	Ac Length	Radius	Chord Length	Chord Bearing	Delta Angle
C1	34.82	276.00	34.79	279.533°	73.97°
C2	133.17	276.00	132.79	107.322°	89.92°
C3	133.17	1028.00	133.17	55.279°	64.50°
C4	109.17	73.00	109.17	54.423°	27.22°
C5	143.14	203.00	143.17	58.253°	15.23°
C6	60.00	60.00	60.00	90.000°	90.00°
C7	300.44	150.22	300.44	87.246°	14.40°
C8	166.44	50.00	163.79	107.200°	10.97°
C9	33.74	60.00	33.72	164.223°	12.26°
C10	37.24	45.00	37.23	164.459°	14.73°
C11	116.34	45.00	116.02	162.346°	14.70°
C12	238.84	103.00	238.29	163.771°	17.62°
C13	181.84	103.00	181.62	163.157°	19.92°
C14	100.00	50.00	100.00	148.500°	14.40°
C15	48.82	20.00	48.87	146.824°	8.22°
C16	31.34	20.00	31.37	145.825°	8.94°
C17	186.15	30.00	184.50	148.500°	17.73°
C18	133.50	45.00	133.50	147.250°	18.74°
C19	28.84	28.84	28.84	180.000°	90.00°
C20	12.84	12.84	12.84	180.000°	90.00°
C21	12.84	12.84	12.84	180.000°	90.00°
C22	12.84	12.84	12.84	180.000°	90.00°
C23	12.84	12.84	12.84	180.000°	90.00°
C24	12.84	12.84	12.84	180.000°	90.00°
C25	12.84	12.84	12.84	180.000°	90.00°
C26	12.84	12.84	12.84	180.000°	90.00°
C27	12.84	12.84	12.84	180.000°	90.00°
C28	12.84	12.84	12.84	180.000°	90.00°
C29	12.84	12.84	12.84	180.000°	90.00°
C30	12.84	12.84	12.84	180.000°	90.00°
C31	12.84	12.84	12.84	180.000°	90.00°
C32	12.84	12.84	12.84	180.000°	90.00°
C33	12.84	12.84	12.84	180.000°	90.00°
C34	12.84	12.84	12.84	180.000°	90.00°
C35	12.84	12.84	12.84	180.000°	90.00°
C36	12.84	12.84	12.84	180.000°	90.00°
C37	12.84	12.84	12.84	180.000°	90.00°
C38	12.84	12.84	12.84	180.000°	90.00°
C39	12.84	12.84	12.84	180.000°	90.00°
C40	12.84	12.84	12.84	180.000°	90.00°
C41	12.84	12.84	12.84	180.000°	90.00°
C42	12.84	12.84	12.84	180.000°	90.00°
C43	12.84	12.84	12.84	180.000°	90.00°
C44	12.84	12.84	12.84	180.000°	90.00°
C45	12.84	12.84	12.84	180.000°	90.00°
C46	12.84	12.84	12.84	180.000°	90.00°
C47	12.84	12.84	12.84	180.000°	90.00°
C48	12.84	12.84	12.84	180.000°	90.00°
C49	12.84	12.84	12.84	180.000°	90.00°
C50	12.84	12.84	12.84	180.000°	90.00°
C51	12.84	12.84	12.84	180.000°	90.00°
C52	12.84	12.84	12.84	180.000°	90.00°
C53	12.84	12.84	12.84	180.000°	90.00°
C54	12.84	12.84	12.84	180.000°	90.00°
C55	12.84	12.84	12.84	180.000°	90.00°
C56	12.84	12.84	12.84	180.000°	90.00°
C57	12.84	12.84	12.84	180.000°	90.00°
C58	12.84	12.84	12.84	180.000°	90.00°
C59	12.84	12.84	12.84	180.000°	90.00°
C60	12.84	12.84	12.84	180.000°	90.00°
C61	12.84	12.84	12.84	180.000°	90.00°
C62	12.84	12.84	12.84	180.000°	90.00°
C63	12.84	12.84	12.84	180.000°	90.00°

A SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST
 QUARTER OF SECTION 14, T4N, R10W, S24E, ALASKA PUBLIC LANDS
 CONVEYED TO THE STATE OF ALASKA, DEPARTMENT OF HIGHWAYS
 BY INSTRUMENTS DATED MAY 1, 1988 AND NOVEMBER 19, 1984, IN
 CONNECTION WITH THE STATE OF ALASKA.

S4 Group
 Laid Down P.L.S.
 184 The Avenue
 Anchorage, Alaska 99503
 (907) 561-0400
 www.s4group.com

Drawn by: C1
 Scale: 1" = 60'
 Date: 7/25/2012

2012-96
 Plot # 1
 Area 12-12, 10.12
 Date 7-24-12
 P. 1

Sheet 2 of 2

2012-47
 Plot # 1
 Area 9-1, 10.12
 Date 7-24-12
 P. 1

Plat 2012-96 Page 2

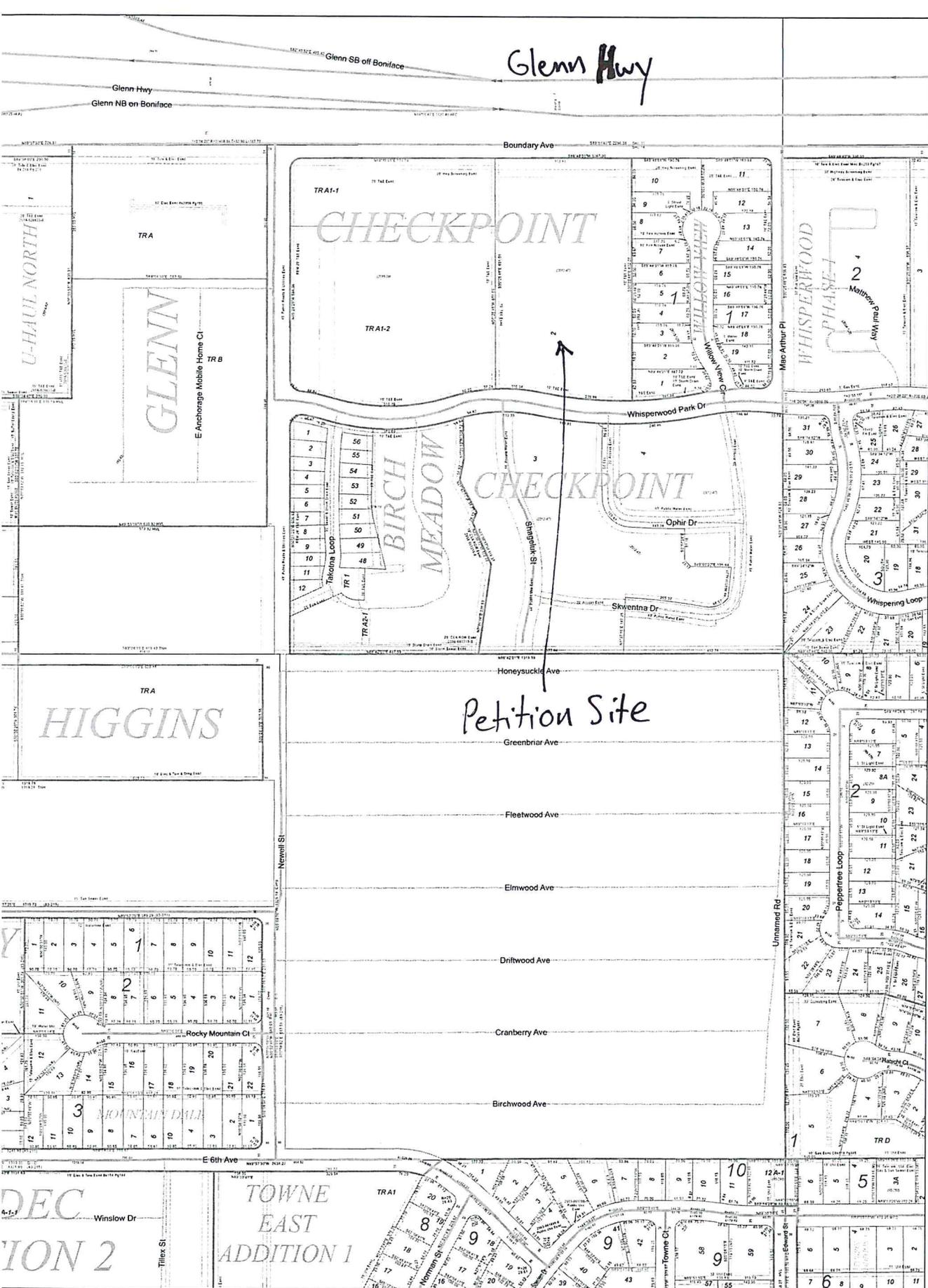
Plat Notes Plat 2012-96

Notes:

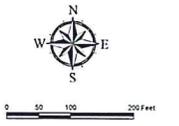
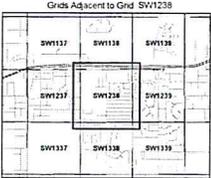
1. Direct vehicular access from Lot 1, 2 & Tract A to Boundary Avenue is prohibited.
2. All lines are non-radial unless otherwise noted.
3. All lot corners set with 5/8" x 30" rebar with 1 1/4" yellow plastic cap unless otherwise noted. 1-1/2" aluminum caps on 5/8" x 30" rebar set on all street P.C.'s, P.T.'s and S.I.'s.
4. Distances shown to the foot are to that foot.
5. All distances are in feet.
6. Blanket Easement granted to Enstar Natural Gas Company recorded September 8, 2006 as Instrument No. 2006-061102-0, not shown on this plat and not dedicated by this plat.
7. Prior to development of Lots 1, 2 and Tract A, site plan approval shall be obtained from the Urban Design Commission to ensure conformance with Anchorage municipal Code 21.45.130.
8. All lots within the subdivision shall conform to the elevations and drainage patterns shown on the grading and drainage plan approved by the Municipality of Anchorage, as applicable.
9. The property owner and utilities shall not raise, lower, or re-grade the property in a manner that will alter the drainage patterns from those shown on the approved grading and drainage plan without prior approval from Municipality of Anchorage Building Safety Office.
10. Property owners and utilities shall not obstruct, impede or alter approved drainage facilities (e.g. swales, ditches) in any way that will adversely impact adjacent properties or rights of way.
11. The Homeowner's Association shall be responsible for year-round and all season operation, maintenance, and repair of private streets, storm drain, street lights and sidewalks common to Lots 3 and 4, in essence Ophir Drive and Skwentna Drive, and all associated costs. Maintenance shall include, but is not necessarily limited to, sweeping, vacuuming, snow plowing, snow removal, and sanding. The Municipality of Anchorage will not now or in the future accept and assume such responsibilities.
12. Public Road & Utilities Easement recorded February 11, 1969, Book 377 Page 310, not being dedicated by this plat.
13. Storm Sewer Easement granted to The Municipality of Anchorage recorded April 30, 1982, Book 726, Page 836, not dedicated by this plat.
14. Storm Drain Easement granted to the Municipality of Anchorage recorded May 20, 1982, Book 732, Page 782, not dedicated by this plat.
15. Easements 2005-056723-0, 2005-056724-0 & 2005-056725-0 are shown on this plat beginning 25.0' at S00°21'22"E from the recorded easement starting point description location.
16. Sanitary Sewer Easement granted to The Municipality of Anchorage recorded August 11, 2005 as Instrument No. 2005-056618-0, not dedicated by this plat. Not shown on this plat
17. Sanitary Sewer Easement granted to The Municipality of Anchorage recorded August 11, 2005 as Instrument No. 2005-056619-0, not dedicated by this plat. Not shown on this plat
18. Sanitary Sewer Easement granted to The Municipality of Anchorage recorded August 11, 2005 as Instrument No. 2005-056620-0, not dedicated by this plat. Not shown on this plat
19. Public Use Easement granted to The Municipality of Anchorage recorded August 12, 2005 as Instrument No. 2005-056723-0, not dedicated by this plat.
20. Public Use Easement granted to The Municipality of Anchorage recorded August 12, 2005 as Instrument No. 2005-056724-0, not dedicated by this plat.
21. Public Use Easement granted to The Municipality of Anchorage recorded August 12, 2005 as Instrument No. 2005-056725-0, not dedicated by this plat.
22. Right of way Easement granted to Chugach Electric Association recorded October 29, 2008 as Instrument No. 2008-060319-0, not dedicated by this plat. Not shown on this plat
23. The H.O.A. on Lot 3 is responsible for all maintenance and repairs of the private water main within the Shageluk Street P.U.E. and this will be reflected in the H.O.A. documents.
24. Roadway improvements on Tract A to Whisperwood Drive and Newell Street are to interim standards and, as interim improvements, are not accepted by the Municipality for maintenance and operations. As interim roadway improvements, the Property Owner filing this plat and identified herein is responsible for said maintenance and operations until such time as the roadways are brought to full standards and accepted by the Municipality of Anchorage
25. No building permits shall be applied for nor shall they be authorized on Tract A until such time as the owner of Tract A enters into an improvement to public place agreement or development agreement with the Municipality of Anchorage to design and construct Whisperwood Drive, Newell Street, and Takotna Street (the Public Use Easement south of Whisperwood Drive) on Tract A, and appurtenant public improvements, to full municipal standards according to Anchorage land use codes and regulations, design criteria, and construction standards at the time of application, and posting the requisite guarantee prescribed by Anchorage Municipal Code.
26. The home owners association is responsible for all costs incurred by the Anchorage Water and Wastewater Utility to protect buildings from damage where the utility is performing maintenance on any part of a service connection, including the keybox, that is located within fifteen (15) feet of any building foundation or structure.
27. The home owners association is responsible for maintenance, upkeep and restoration of all surface improvements within the public water easement. This includes restoration in the event of maintenance or reconstruction of the water infrastructure located within the easement conducted by the municipal water utility. Surface improvements include, but are not limited to, curb and gutter; pavement; street lighting and landscaping.
28. The home owners association is responsible for all costs incurred by the Anchorage Water and Wastewater Utility related to acquisition of access and reconstruction of surface improvements where the utility is performing maintenance on any part of water main and service connection, including the keybox, that is located outside the public water easement.
29. Public Use Easement granted to The Municipality of Anchorage recorded August 5, 2009 as Instrument No. 2009-052114-0, not dedicated by this plat. Not shown on this plat as it is covered by dedicated ROW.
30. Right of way Easement granted to Chugach Electric Association recorded October 28, 2008 as Instrument No. 2008-060237-0, not dedicated by this plat. Not shown on this plat

SW1238 Grid Map

Glenn Hwy



- Parcel Line
- Deeded Parcel Line
- Subdivision Boundary
- Subdivision Addition
- - - Easement Line
- - - Easement Centerline
- Road Centerline
- Private Road Centerlines
- Section Line
- Railroad
- - - Stream Centerline
- Monument
- ⊕ BLM Monument
- ⊕ Witness Corner
- Bearing Break
- 1 Lot Number
- 2 Block Number
- 3 Subdivision Names
- 3 BLM Lot Number
- 4 Section Number
- 99-99 ADRFN (Anchorage Direct Recording File Number)



This map is derived from Geographic Information Systems data developed and maintained by the Municipality of Anchorage (MOA). This map is not the official representation of any of the information included and is made available to the public solely for informational purposes. This map may be outdated, inaccurate, and may omit important information. Do not rely on this information. The Municipality of Anchorage will not be liable for losses arising from errors, inaccuracies or omissions in the map.



Map produced by
 Land Records, PCMA Survey
 Project Management & Engineering Division
 Public Works Department
 P.O. Box 596550
 Anchorage, Alaska 99519-6550

To report map errors,
 CALL (907) 343-8164

Grid # SW1238

MOA 1/4 Section Grid Map
 NW 1/4 Sec14 T13N R3W
 5/8/2023 GRID SW1238

Application

Application for Preliminary Plat

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

PETITIONER*		PETITIONER REPRESENTATIVE (IF ANY)	
Name (last name first) Hultquist Homes, Inc		Name (last name first) S4 Group, LLC	
Mailing Address 12580 Old Seward Hwy, Anchorage, AK 99515		Mailing Address 124 E 7th Ave, Anchorage, AK 99501	
Contact Phone – Day 907-854-8971		Contact Phone – Day 907-306-8104	
Evening		Evening	
E-mail cody@hultquisthomes.com		E-mail craigb@s4ak.com, kate@s4ak.com	

*Report additional petitioners or disclose other co-owners on supplemental form. Failure to divulge other beneficial interest owners may delay processing of this application.

PROPERTY INFORMATION			
Property Tax # (000-000-00-000): 006-421-15			
Site Street Address: N/A			
Current legal description: (use additional sheet if necessary) Checkpoint Lot 2			
Zoning: R-4	Acreage: 5	Underlying Plat #: 2012-96	Grid #: SW1238
# Lots: 1	# Tracts:	Total # parcels: 1	

PROPOSED SUBDIVISION INFORMATION		
Proposed legal description: (use additional sheet if necessary) Base Camp 907 Subdivision, Parent Lots 1A-7A, Tracts, 1, 2, 3, A, & B		
# Lots: 7	# Tracts: 5	Total # parcels: 12

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

Signature  Owner Representative 05/23/2023
(Representatives must provide written proof of authorization) Date

Kate Sauve
 Print Name

Accepted by: <i>E. Appleby</i>	Poster & Affidavit: 2+1	Fee: \$7,455	Case Number: S12732	Meeting Date: 7/19/23 PB
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COMPREHENSIVE PLAN INFORMATION

Improvement Area (per AMC 21.08.050B.): Class A Class B

Anchorage 2040 Land Use Designation:

Neighborhood (Residential) Center Corridor
 Open Space Facilities and Institutions Industrial Area

Anchorage 2040 Growth Supporting Features:

Transit-supportive Development Greenway-supported Development
 Traditional Neighborhood Residential Mixed-use

Eagle River-Chugiak-Peters Creek Land Use Classification:

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

Girdwood- Turnagain Arm

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

ENVIRONMENTAL INFORMATION (All or portion of site affected)

Wetland Classification:	<input checked="" type="checkbox"/> None	<input type="checkbox"/> "C"	<input type="checkbox"/> "B"	<input type="checkbox"/> "A"
Avalanche Zone:	<input checked="" type="checkbox"/> None	<input type="checkbox"/> Blue Zone	<input type="checkbox"/> Red Zone	
Floodplain:	<input checked="" type="checkbox"/> None	<input type="checkbox"/> 100 year	<input type="checkbox"/> 500 year	
Seismic Zone (Harding/Lawson):	<input type="checkbox"/> "1"	<input checked="" type="checkbox"/> "2"	<input checked="" type="checkbox"/> "3"	<input type="checkbox"/> "4" <input type="checkbox"/> "5"

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

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

POTABLE WATER AND WASTE WATER DISPOSAL

Potable Water provide by: Public utility Community well Private well
Wastewater disposal method: Public utility Community system Private on-site

APPLICATION REQUIREMENTS

(One of each applicable item is required for initial submittal, additional copies are required after initial submittal)

Signed application (original)
 Watershed sign off form, completed
 8½" by 11" reduced copy of plat
 Certificate to Plat

4 copies required: Subdivision drainage plan

9 copies required: Topographic map of platted area

16 copies required:
(7 copies for a short plat) Signed application (copies)
 Preliminary plat
 As-built (if applicable)
 Summary of community meeting(s) (not required for short plat)

(Additional information may be required)

Additional required documents unless specifically waived by Platting Officer:

Soils investigation and analysis reports (4 copies) Waived by _____



Basecamp 907 Subdivision
Parent Lot Plat Application Narrative
Case S12732

This platting application's purpose is to create a parent lot subdivision for the concurrent creation of a unit lot subdivision per AMC 21.08.070.E, which allows a fee simple ownership of a dwelling unit within a multifamily development, simplifying the financing process for the developer, but not increasing the density allowed on the lot or changing the development standards. The project site is located in northeast Anchorage, north of Whisperwood Park Dr and south of Boundary Ave, legally known as Checkpoint Subdivision Lot 2, per plat 2012-96, Tax ID # 006-421-15. The site is zoned R-4 Multi-Family Residential and is currently undeveloped. Sewer and water is available to the property.

Case S12722, a unit lot subdivision platting application, is being reviewed concurrently with this platting application. This application, Case S12732, will create: Parent lots 1A-7A, which will be further subdivided into unit lots by case S12722. Tracts 1, 2, and 3, which will be primarily open space. Tracts A and B, which will be dedicated to private roads for adequate access.

This project is in the Northeast Community Council district. The scope of the project, including the unit lot development and vacations were presented to the community council on November 17th, 2022. See Summary of Community Meeting for further details.

Accompanying this application is an application for two easement vacations and a landscape plan for the site including the proposed (L4) 20' highway screening easement.

Conformance with the Approval Criteria for Subdivision Standards (AMC 21.03.200)

This plat conforms to the applicable dimensional standards and measurements, chapters 21.07, Development and Design Standards and 21.08, and Subdivision Standards, and to the maximum extent feasible:

a. Promotes the public health, safety, and welfare;

This subdivision promotes public health, safety, and welfare by providing a development for residential use that is compatible with the surrounding neighborhood and community.

b. Mitigates the effects of incompatibilities between the land uses or residential densities in the subdivision and the land uses and residential densities in the surrounding neighborhood, including but not limited to visual, noise, traffic, and environmental effects;

This subdivision mitigates the effects of incompatibilities between land uses and residential densities by conforming to the existing R-4 zoning standards for lot size and width. Abundant open space is provided on the site plan and existing vegetation will be maintained to the maximum extent possible to mitigate visual, noise, and environmental nuisances.

c. Provides for the proper arrangement of streets in relation to existing or proposed streets;

This subdivision is connected to two dedicated rights-of-way, Whisperwood Park Drive and Boundary Avenue with a dedicated thru road. Two private roads are included in the plans for adequate access to all lots.

d. Provides for adequate and convenient open space;

This subdivision provides for adequate and convenient open space by providing abundant open space of 56,600 square feet, well over the R-4 zoning requirement of 4,700 square feet.

e. Provides for the efficient movement of vehicular and pedestrian traffic;

This subdivision provides efficient means of vehicular and pedestrian movement by providing pedestrian and vehicular access via Whisperwood Park Drive and Boundary Avenue with a dedicated thru road. Two private roads are included in the plans for adequate access to all lots.

f. Ensures adequate and properly placed utilities;

To ensure the adequate and proper placement of utilities we are proposing to vacate the current 20 foot T&E easement to the north of the property and replacing it with a 20 foot T&E easement that will line up with the developed subdivision to the east (Willow View Subdivision, plat 2015-125). This will allow the existing power line to be located in the T&E easement. Easements will be provided as needed to facilitate access for all utilities.

g. Provides access for firefighting apparatus;

Allows for effective access to firefighting apparatus by nature of the adequate road frontage. Additionally, Tract A, a private road depicted on the plat, aligns with the Fire Access easement situated in the eastern subdivision.

h. Provides opportunities for recreation, light, and air, and avoids congestion;

This subdivision provides for abundant open space by providing abundant open space of 56,600 square feet, well over the R-4 zoning requirement of 4,700 square feet.

i. Facilitates the orderly and efficient layout and use of the land;

This subdivision facilitates the orderly layout and use of land by dedicated ROW's that coincide with existing streets and dedicating a thru street for adequate access.

j. Does not create a split-zoned lot; and

This subdivision does not create a split-zoned lot. All properties are commonly zoned.

- k. Furthers the goals and policies of the comprehensive plan and conforms to the comprehensive plan in the manner required by section 21.01.080, Comprehensive Plan.**

The proposed lots will conform to all standards set forth in the Comprehensive Plan. The following are policies from the Anchorage 2040 Land Use Plan that apply to this development:

LUP 2.1 Identify and invest in areas best positioned to absorb growth meeting housing and employment needs.

LUP 2.3 Remove barriers to desired infill development and incorporate flexibility in development...

LUP 4.2 Allow and encourage innovative compact housing types and a variety of housing options that respond to changing preferences.

Application for Right-of-Way and Easement Vacation

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

PETITIONER*		PETITIONER REPRESENTATIVE (if any)	
Name (last name first) Hultquist Homes, Inc.		Name (last name first) S4 Group, LLC	
Mailing Address 12580 Old Seward Hwy, Anchorage, AK 99515		Mailing Address 124 E 7th Ave, Anchorage, AK 99501	
Contact Phone – Day: 907-854-8971	Evening:	Contact Phone – Day: 907-306-8104	Evening:
E-mail: cody@hultquisthomes.com		E-mail: craigb@s4ak.com, kate@s4ak.com	

*Report additional petitioners or disclose other co-owners on supplemental form. Failure to divulge other beneficial interest owners may delay processing of this application.

RIGHT-OF-WAY AND/OR INFORMATION		
Benefiting Property Tax # (000-000-00-000): 006-421-15		
Site Street Address: N/A		
Description of right-of-way/easement: (use additional sheet if necessary)		
30' Highway Screening Easement, dedicated per plat 2012-96 20' T&E Easement (DTM), dedicated per plat 2012-96		
Zoning: R-4	Acreage: 5	Grid #: SW1238
# Lots: 1	# Tracts:	Total # parcels: 1

I hereby certify that (I am)(I have been authorized to act for) owner of the property described above and that I petition to vacate it in conformance with Title 21 of the Anchorage Municipal, Code of Ordinances. I understand that payment of the application fee is nonrefundable and is to cover the costs associated with processing this application, and that it does not assure approval of the vacation. I also understand that assigned hearing dates are tentative and may have to be postponed by Planning Department staff, the Platting Board, or Planning and Zoning Commission for administrative reasons.

CB 05/23/2023
 Signature Owner Representative Date
(Representatives must provide written proof of authorization)

Craig Bennett
 Print Name

Accepted by:	Poster & Affidavit:	Fee:	Case Number: S12732	Meeting Date: 07/19/2023
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COMPREHENSIVE PLAN INFORMATION

Improvement Area (per AMC 21.08.050B.): Class A Class B

Anchorage 2040 Land Use Designation:

- Neighborhood (Residential) Center Corridor
 Open Space Facilities and Institutions Industrial Area

Anchorage 2040 Growth Supporting Features:

- Transit-supportive Development Greenway-supported Development
 Traditional Neighborhood Residential Mixed-use

Eagle River-Chugiak-Peters Creek Land Use Classification:

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

Girdwood- Turnagain Arm

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

ENVIRONMENTAL INFORMATION (All or portion of site affected)

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

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

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

POTABLE WATER AND WASTE WATER DISPOSAL

- Potable Water provided by: Public utility Community well Private well
Wastewater disposal method: Public utility Community system Private on-site

APPLICATION REQUIREMENTS

(One of each applicable item is required for initial submittal, additional copies are required after initial submittal)

Fee:

- Plat: Copies Plat, full size 8½x11 reduced copy Watershed sign off form, completed
Other Aerial photo Housing stock Zoning One copy, original application
(8 sets short plat; 17 sets long plat)

Property Title: Certificate to Plat

Documents to provided unless waived by Platting Officer:

- Site topography (4 copies minimum) Waived by _____
 Soils investigation and analysis reports (4 copies minimum) Waived by _____
 Subdivision drainage plan Waived by _____

Municipal Vacation Policy

In considering any vacation of public rights-of-way, dedication, section line easement, BLM easement, or public use easement, the Municipality uses the following to guide the Community Development Department recommendation to the Platting Board:

1. The statement by the applicant alleging the right-of-way is surplus to the current and future needs of the public and the reasons for determining the right-of-way is surplus.
2. The Municipality will not entertain any vacation of right-of-way on a street on the Official Streets and Highways Plan (OS&HP) unless it can be shown without a doubt that the right-of-way is clearly in excess of all future needs for right-of-way.
3. Any right-of-way lying on the half-mile grid will not be considered for vacation unless it can without a doubt be shown that the right-of-way is clearly in excess of all future needs for right-of-way.
4. Any right-of-way lying on the quarter mile grid will not be considered for vacation unless it can without a doubt be shown that the right-of-way is clearly in excess of all future needs for right-of-way.
5. In all cases it must be proven that the remaining property in the area can be adequately served and the traffic circulation is enhanced by the vacation of right-of-way.
6. The Municipality will consider realignment of right-of-way by vacation and rededication where it can be clearly shown the right-of-way realignment will enhance traffic circulation and will provide for the movement of traffic with generally the same beginning and ending points as the original right-of-way.



Basecamp 907 Subdivision
Easement Vacation Narrative
Case S12732

This is a request to vacate two easements along the north side of Checkpoint Lot 2 and replace them with similar easements. The easements are known as:

- 30' Highway Screening Easement, dedicated per plat 2012-96
- 20' T&E Easement (DTM), dedicated per plat 2012-96

Checkpoint Lot 2 is an undeveloped lot that is proposed to be developed as a unit lot subdivision. The project site is located in northeast Anchorage, north of Whisperwood Park Dr and south of Boundary Ave, legally known as Checkpoint Subdivision Lot 2, per plat 2012-96, Tax ID # 006-421-15.

The two easements to be vacated are located on the north side of the site, south of the 33' Section line easement. The Highway Screening Easement is located north of the T&E Easement. The neighboring parcel, formerly known as Checkpoint Lot 1, was platted and developed as Willow View Subdivision, plat 2015-125. Plat 2015-125 switched the locations of the Highway Screening Easement and the T&E Easement with each other and remanded both as 20' wide. Therefore, the Easements on Checkpoint Lot 2 and its abutting subdivision no longer line up.

To ensure the adequate and proper placement of utilities it is proposed that the current easements on Checkpoint Lot 2 be vacated and replaced with a 20' T&E easement and a 20' Highway Screening Easement that line up with the T&E easement dedicated per plat 2015-125.

This swap of easement locations will allow the existing power line to be located in the 20' T&E easement. The proposed (L4) 20' landscaping easement will then be behind the T&E easement matching the easement locations to the east. The proposed landscape plan with this easement configuration is attached to this application.

Conformance with the Approval Criteria for Vacation of Public Rights-of-Way.

- 1. The statement by the applicant alleging the right-of-way is surplus to the current and future needs of the public and the reasons for determining the right-of-way is surplus.**

This question does not apply to this case. This application is for the vacation and replacement of a Highway Screening Easement and a T&E Easement, not a right-of-way.

- 2. The Municipality will not entertain any vacation of right-of-way on a street on the Official Streets and Highways Plan (OS&HP) unless it can be shown without a doubt that the right-of-way is clearly in excess of all future needs for right-of-way.**



This question does not apply to this case. This application is for the vacation and replacement of a Highway Screening Easement and a T&E Easement, not a right-of-way.

- 3. Any right-of-way lying on the half-mile grid will not be considered for vacation unless it can without a doubt be shown that the right-of-way is clearly in excess of all future needs for right-of-way.**

This question does not apply to this case. This application is for the vacation and replacement of a Highway Screening Easement and a T&E Easement, not a right-of-way.

- 4. Any right-of-way lying on the quarter mile grid will not be considered for vacation unless it can without a doubt be shown that the right-of-way is clearly in excess of all future needs for right-of-way.**

This question does not apply to this case. This application is for the vacation and replacement of a Highway Screening Easement and a T&E Easement, not a right-of-way.

- 5. In all cases it must be proven that the remaining property in the area can be adequately served and the traffic circulation is enhanced by the vacation of right-of-way.**

This question does not apply to this case. This application is for the vacation and replacement of a Highway Screening Easement and a T&E Easement, not a right-of-way.

- 6. The Municipality will consider realignment of right-of-way by vacation and rededication where it can be clearly shown the right-of-way realignment will enhance traffic circulation and will provide for the movement of traffic with generally the same beginning and ending points as the original right-of-way.**

This question does not apply to this case. This application is for the vacation and replacement of a Highway Screening Easement and a T&E Easement, not a right-of-way.

Boundary Avenue

WILLOW VIEW

NT SUBD.

S4

R4

R4

R4

Whisperwood

Park

Drive

Street
Shageluk

Ophir Drive

R3

R3

CHECKPOINT SUBD.

Zoning

S4
Group

BASECAMP 907 SUBDIVISION PARENT LOTS 1A-7A

GRADING, STREET, WATER, SEWER STORM & LIGHTING IMPROVEMENT PLANS

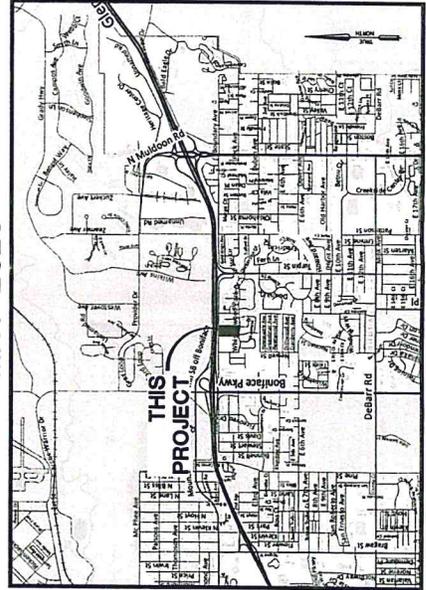
AWWU Private Development Project Number WS23-002
Subdivision Agreement Number 23-002
ADOT ARR

ENGINEERED BY:
TRIAD ENGINEERING, LLC
P.O. BOX 111989
ANCHORAGE, AK 99511
(907) 561-6637

SURVEYED BY:
S4 GROUP, LLC
124 E. 7TH AVENUE
ANCHORAGE, AK 99501
(907) 306-8104

OWNER:
HULTQUIST HOMES, INC.
12580 OLD SEWARD HIGHWAY
ANCHORAGE, AK 99515
(907) 522-3204
CONTACT: CODY HULTQUIST

MAY 2023



LOCATION MAP

SCALE : 1 inch = 1/2 Mile

DESCRIPTION	SHEET
TITLE SHEET	..C1 of 15
KEY MAPS & TYPICAL SECTIONS	..C2 of 15
NOTES & LEGENDS	..C3 of 15
GRADING PLAN	..C4 of 15
PUBLIC STREET IMPROVEMENTS	..C5 of 15
PRIVATE STREET IMPROVEMENTS	..C6 of 15
WATER IMPROVEMENTS	..C7 of 15
SEWER IMPROVEMENTS	..C8 of 15
STORM IMPROVEMENTS	..C9 of 15
STORM DETAILS	..C10 of 15
ADA DETAILS	..C11 of 15
LIGHTING IMPROVEMENTS	..C12 of 15
LIGHTING IMPROVEMENTS	..E1 of 15
LIGHTING IMPROVEMENTS	..E2 of 15
SURVEY CONTROL	..V1 of 15

INDEX

RECORD DRAWING
1. DATA PROVIDED
DATE: 05/11/23
BY: [Signature]
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BASECAMP 907 SUBDIVISION,
PARENT LOTS 1A-7A
TITLE SHEET

AWWU PLAN SET NO. 1310

\$12732 JUL 19 2023
ADOT ARR Subdivision Agreement No. 23-002
AWWU Private Development No. WS23-002



TRAVIS ENGINEERING, LLC
 800 West 11th Street
 Anchorage, Alaska 99501
 (907) 561-4327
 Fax: (907) 561-4328
 CIVIL ENGINEER

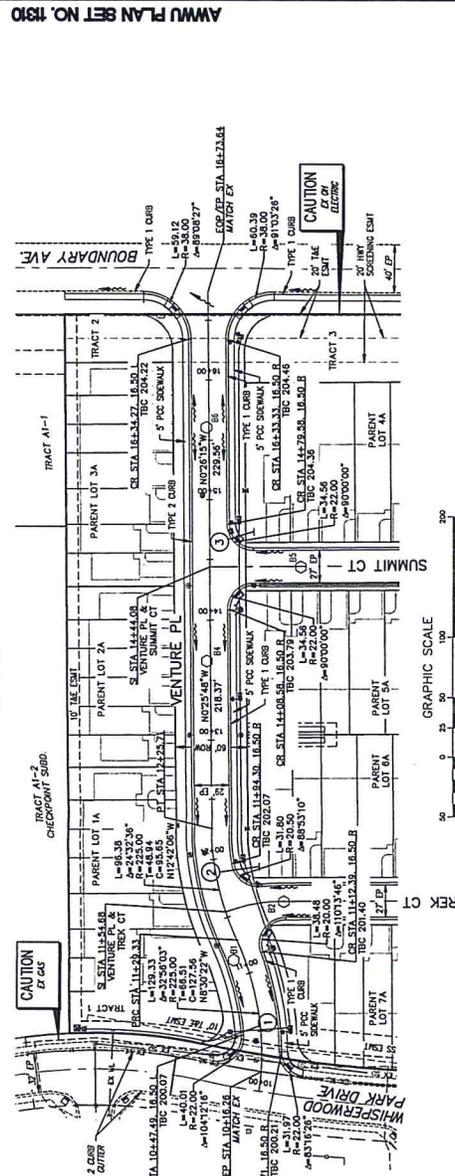
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BASECAMP 907 SUBDIVISION
PARENT LOTS 1A-7A
PUBLIC STREET IMPROVEMENTS

NO.	DATE	BY	REVISIONS
1	08/11/2023	TR	ISSUED FOR PERMITS
2	08/11/2023	TR	REVISED PER COMMENTS
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ADOT ARR
 Subdivision Agreement No. 23-002
 AWU Private Development No. WS23-002

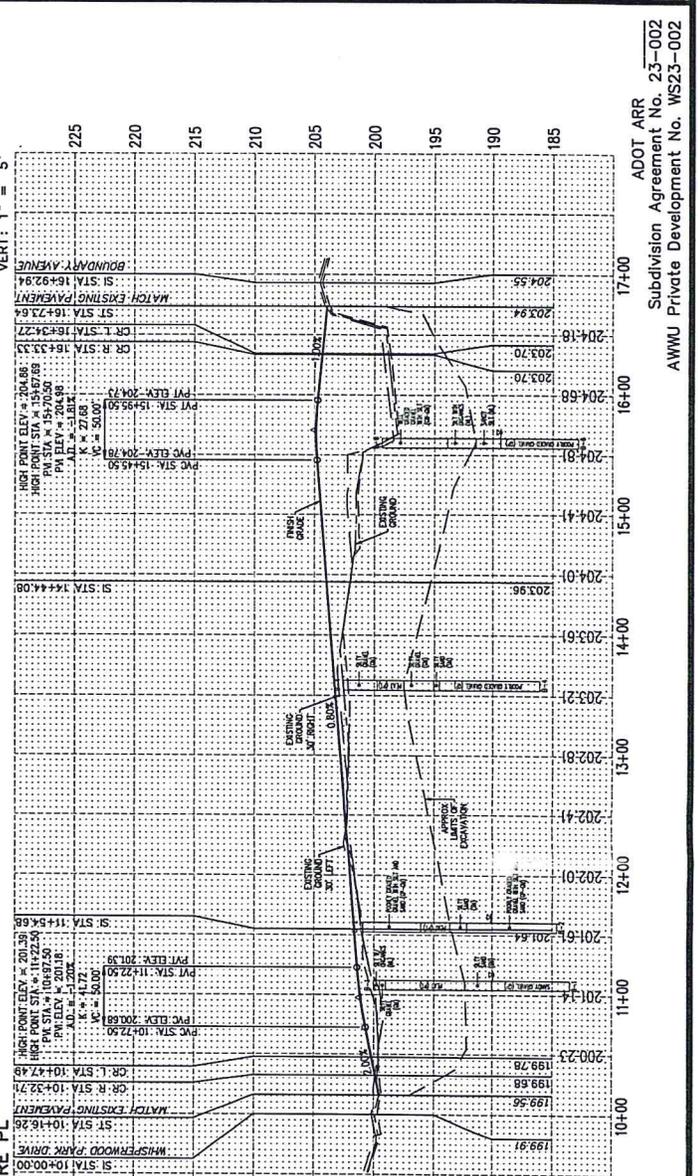
SEE SHEET C2 FOR KEY MAPS & TYPICAL SECTIONS
 SEE SHEET C3 FOR NOTES & LEGENDS
 SEE SHEET C12 FOR ADA RAMP DETAILS



AMWU PLAN SET NO. 19310

GRAPHIC SCALE
 1 INCH = 50 FT.

PROFILE SCALE
 HORIZ: 1" = 50'
 VERT: 1" = 5'



POST	SHEET	POST SIZE (IN/PT)	STREET	STATION	OFFSET	DIRECTION	NAME	SIZE	MARKING
1	C3	2.5"x3.5"	VENTURE PL	10+44.00	30.00	L	VENTURE PL	03-101	VARIES 00000
1	C3	2.5"x3.5"	VENTURE PL	11+47.30	30.00	R	VENTURE PL	03-101	VARIES 00000
2	C3	2.5"x3.5"	VENTURE PL	11+71.00	30.00	R	VENTURE PL	03-101	VARIES 00000
3	C3	2.5"x3.5"	VENTURE PL	11+71.00	30.00	R	VENTURE PL	03-101	VARIES 00000

CAUTION
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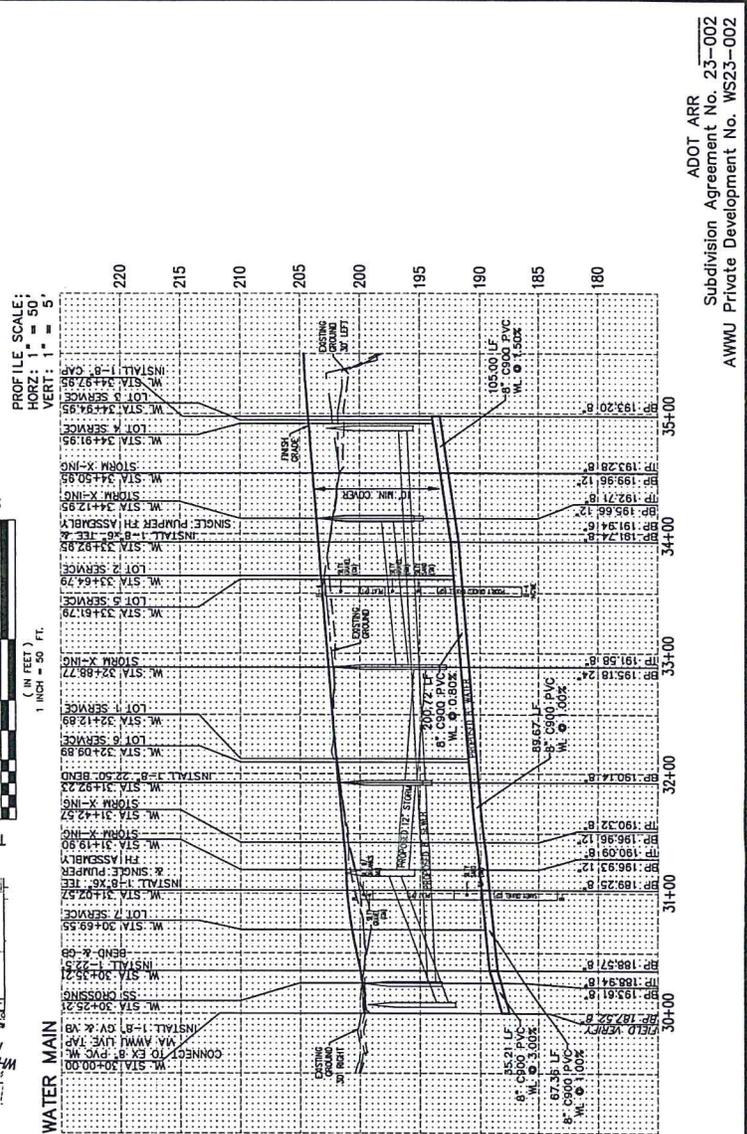
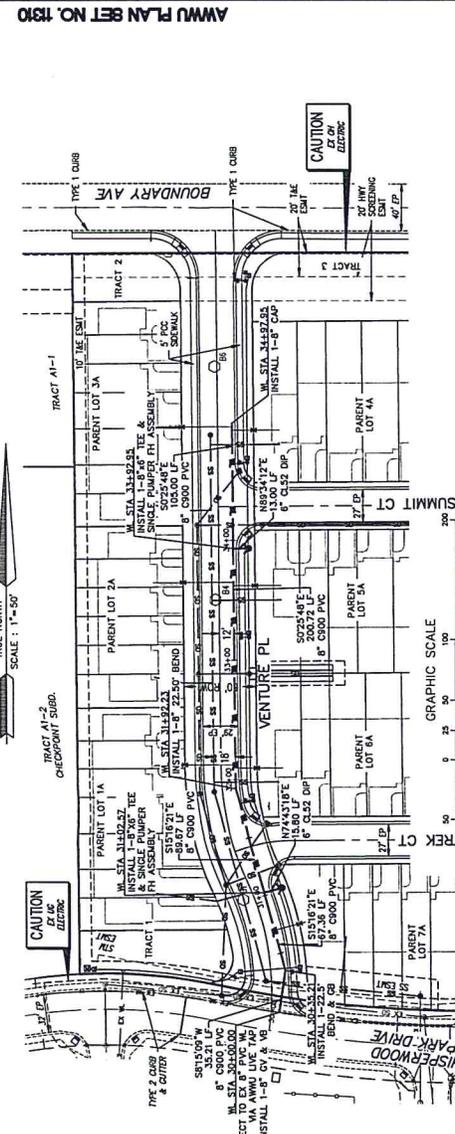
TRIMAD ENGINEERING, LLC
 8500 Green Valley Road
 Suite 100
 Columbia, Maryland 21046
 (410) 726-1911
 Fax: (410) 726-1912
 E-mail: trimad@trimad.com

RECORD DRAWING
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 This plan was prepared by the contractor and the engineer has verified that the data is correct and that the work shown on this plan was done in accordance with the contract documents.
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BASECAMP 907 SUBDIVISION
PARENT LOTS 1A-7A
WATER IMPROVEMENTS

NO.	DATE	BY	REVISIONS
1	05/20/23	TRM	ISSUED FOR PERMIT
2	05/20/23	TRM	ISSUED FOR PERMIT
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14	05/20/23	TRM	ISSUED FOR PERMIT
15	05/20/23	TRM	ISSUED FOR PERMIT

SEE SHEET C2 FOR KEY MAPS & TYPICAL SECTIONS
 SEE SHEET C3 FOR NOTES & LEGENDS



WATER MAIN COORDINATE CHART (LOCAL)

DESCRIPTION	STARTING POINT	ENDING POINT	STARTING POINT	ENDING POINT	STARTING POINT	ENDING POINT	ASB BEARING	ASB DISTANCE
LIVE 10" P.C. VALVE	1881707.2607	263024.9619	1881712.5550	263028.8639	33.21	58915.09° W		
8" 22.50' BEND	1881712.5550	263028.8639	1881707.2607	263024.9619	67.38	353° 21' E		
8" X 8" TEE	1881712.5550	263028.8639	1881707.2607	263024.9619	18.00	51° 51' 30" E		
8" X 8" TEE	1881712.5550	263028.8639	1881707.2607	263024.9619	18.00	51° 51' 30" E		
8" 22.50' BEND	1881712.5550	263028.8639	1881707.2607	263024.9619	200.71	50° 25' 46" E		
8" X 8" TEE	1881712.5550	263028.8639	1881707.2607	263024.9619	113.00	89° 31' 17" E		
8" X 8" TEE	1881712.5550	263028.8639	1881707.2607	263024.9619	103.00	50° 25' 46" E		

WATER NOTES

- ALL WATER MAIN SHALL BE C900 DR18 RAB PVC PIPE.
- EXISTING WATER MAIN DATA TAKEN FROM AS-BUILTS.
- EXISTING WATER MAIN SHALL BE RECORDED AND ELEVATIONS SHALL BE 5' BELOW FINISH GRADE AT LEADS SHALL BE C1 5" CPV PIPE.
- ALL BENDS, TEES AND CAPS/PLUGS SHALL HAVE THRUST BLOCKS.
- INSTALL PER MASS DTL 80-6.
- FILL MATERIAL FOR TRENCH CONSTRUCTION SHALL BE NON-ORGANIC NATIVE MATERIAL CAPABLE OF 93% MINIMUM COMPACTION.



TRM ENGINEERING, LLC
 400 WESTBURY DRIVE
 ANNAPOLIS, MARYLAND 21403
 (410) 421-1133
 FAX (410) 421-1133
 WWW.TRMENGINEERING.COM

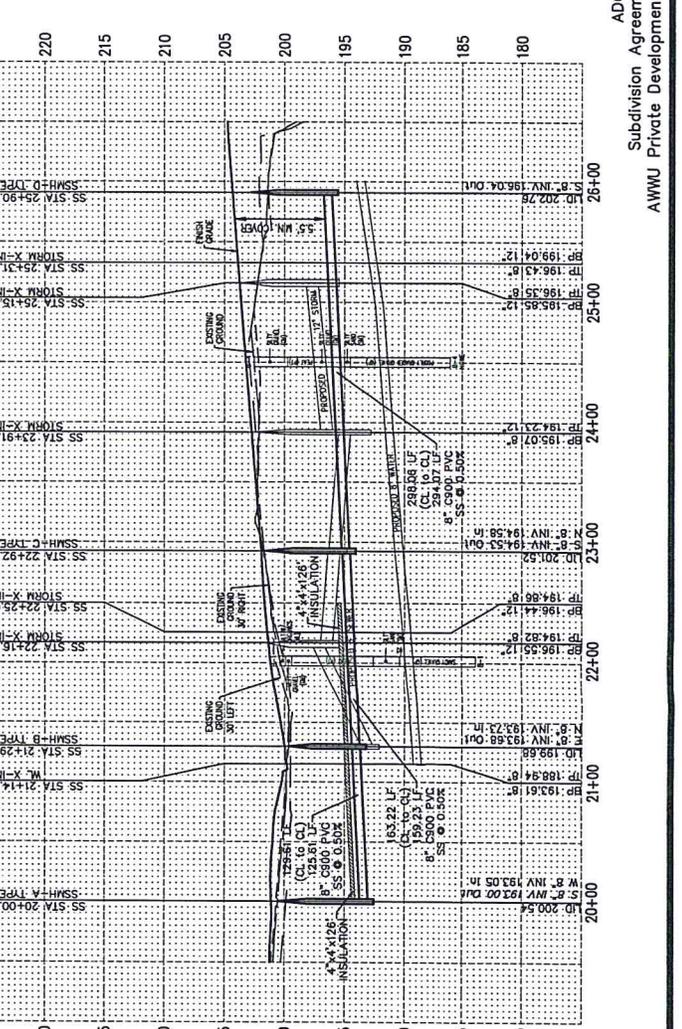
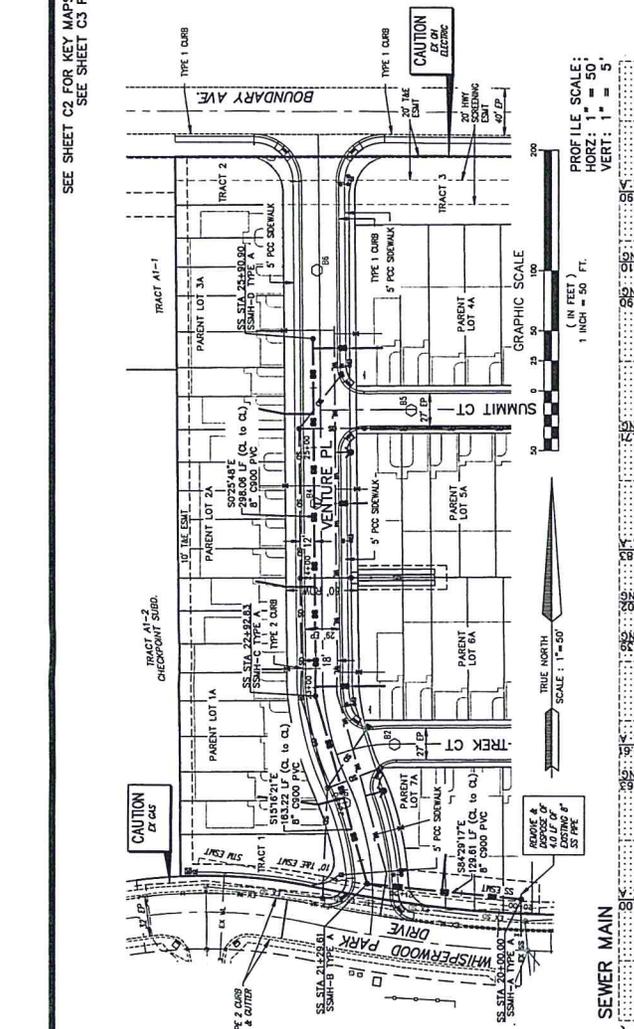
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 DATE: _____
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 BY: _____
 COMPANY: _____
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 COMPANY: _____
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**BASECAMP 907 SUBDIVISION,
 PARENT LOTS 1A-7A
 SEWER IMPROVEMENTS**

NO.	DATE	BY	CHKD	REVISIONS
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3	08/11/2023	JRS	JRS	REVISED PER COMMENTS
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SEE SHEET C2 FOR KEY MAPS & TYPICAL SECTIONS
 SEE SHEET C3 FOR NOTES & LEGENDS

AMWU PLAN BET NO. 1310



SEWER MAIN COORDINATE CHART (LOCAL)

DESCRIPTION	BEGINNING	ENDING	X	Y	DISTANCE	LSB	BSB	BEARING
SSM-A	181818.2053	203001.3407	181818.2053	203001.3407	1728.61			S47.2971°E
SSM-B	181818.2053	203001.3407	181818.2053	203001.3407	183.22			S75.9721°E
SSM-C	181818.2053	203001.3407	181818.2053	203001.3407	285.06			S02.7548°E

SEWER MAIN NOTES
 1. GRAVITY SEWER MAIN PIPE AND SERVICE CONNECTIONS SHALL BE C900 DR18
 2. CONTRACTOR SHALL FIELD VERIFY ALL NECESSARY ELEVATIONS.

ADDITIONAL NOTES
 1. ALL WATER, GAS, AND SANITARY SEWER/STORM SEWER JOINTS MUST BE MAINTAINED BETWEEN JOINTS BEFORE AND AFTER CROSSING WITH LESS THAN 9" OF HORIZONTAL SEPARATION. SEE SECTION 802.5-17 AND 802.5-17(A) OR APPROVED EQUAL OR BETTER. ALL JOINTS SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS. ADEQ WAIVER FOR HORIZONTAL SEPARATION FOR ALL CROSSINGS WITH LESS THAN 9" OF HORIZONTAL SEPARATION.
 2. A MINIMUM OF 18" VERTICAL SEPARATION MUST BE MAINTAINED BETWEEN WATER PIPE AND SANITARY SEWER/STORM SEWER PIPE. DISTANCES ARE MEASURED FROM THE OUTSIDE OF PIPES.



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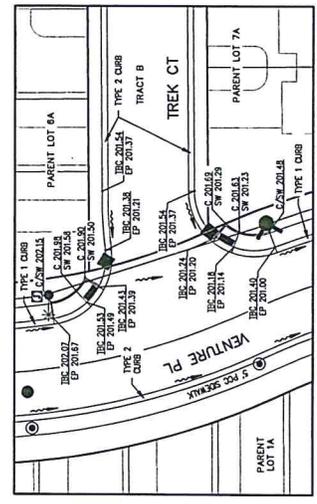
BASECAMP 907 SUBDIVISION
 PARENT LOTS 1A-7A
 ADA DETAILS

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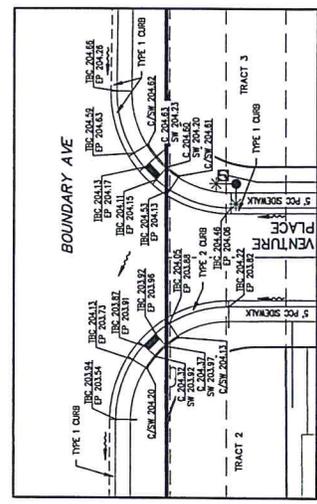
ADOT ARR
 Subdivision Agreement No. 23-002
 AWWU Private Development No. WS23-002

SEE SHEET C2 FOR KEY MAPS
 AND TYPICAL SECTIONS
 SEE SHEET C3 FOR NOTES & LEGENDS

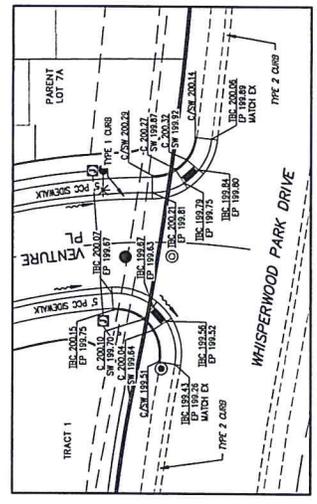
AWWU PLAN SET NO. 1310



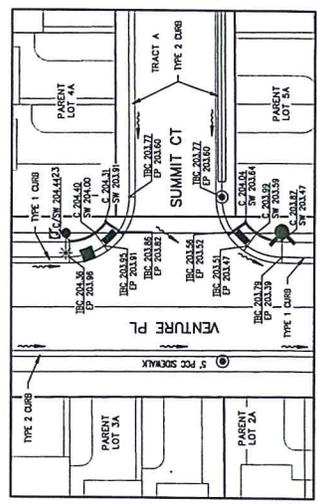
② TRACT B PRIVATE ROAD -- ADA DETAIL
 SCALE: 1" = 20'



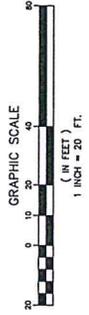
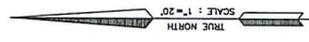
④ BOUNDARY AVE -- ADA DETAIL
 SCALE: 1" = 20'



① WHISPERWOOD PARK DR. -- ADA DETAIL
 SCALE: 1" = 20'



③ TRACT A PRIVATE ROAD -- ADA DETAIL
 SCALE: 1" = 20'



GLASSES FOR BEST VIEWING NOT
 REQUIRED IN ALL DIRECTIONS
 CROSS SECTIONS FOR ADA ROUTES
 SHALL NOT EXCEED 2"



T3 ALASKA, LLC
 Mechanical & Electrical Engineering
 201 Collins Court, Suite 100
 Anchorage, Alaska 99503
 Phone: 907-466-7900 Fax: 907-466-7875 AEC L 1125

BASECAMP 907 STREET LIGHTING PLAN

No.	Description	Date

Drawn: M.M.T.C.A.
 Reviewed: T.C.A.
 Date: 04-28-23
 Job No: 2023.024.0

Sheet Contents:
 STREET LIGHTING PLAN

Drawing No: **E1**
 1 of 1
 © Copyright T3 Alaska, LLC

LIGHTING FIXTURE SCHEDULE

TYPE ID	MANUFACTURER MODEL NUMBER	FEATURE DESCRIPTION		LAMP TYPE	LUMEN OUTPUT	MOUNTING HEIGHT
		TYPE	QTY			
S1	STREET STYLE LED FIXTURE WITH 160 LED'S, DIMMABLE, 1000 DEGREE LED COLOR TEMPERATURE, AND TYPE B MEDIUM DISTRIBUTION. PROVIDE SHORTING CAP, AIR ST PM RECEPTACLE, AND BACKLIGHT SHIELD AS SPECIFIED.	LD	60	LD	1533	100
S2	SHADE FIXTURE WITH 2 HEADS AT 90 DEGREES	LD	60	LD	1533	100

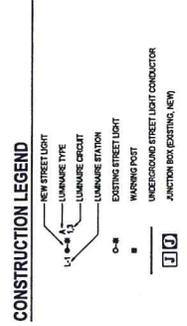
LUMINAIRE STATION INFORMATION

DEVICE	STATIONING AND OFFSET	STREET
LOAD CENTER W	10+00.00, 16.00 FT	VENTURE PLACE
	10+12.50, 19.00 FT	VENTURE PLACE
	10+25.00, 22.00 FT	VENTURE PLACE
	11+00.00, 25.00 FT	VENTURE PLACE
	11+25.00, 28.00 FT	VENTURE PLACE
	11+50.00, 31.00 FT	VENTURE PLACE
	12+25.00, 34.00 FT	VENTURE PLACE
	13+00.00, 37.00 FT	VENTURE PLACE
	13+25.00, 40.00 FT	VENTURE PLACE
	14+00.00, 43.00 FT	VENTURE PLACE
	14+25.00, 46.00 FT	VENTURE PLACE
	15+00.00, 49.00 FT	VENTURE PLACE
	15+25.00, 52.00 FT	VENTURE PLACE

LIGHTING CERTIFICATION (DCM Table 5-4 and 5-4)

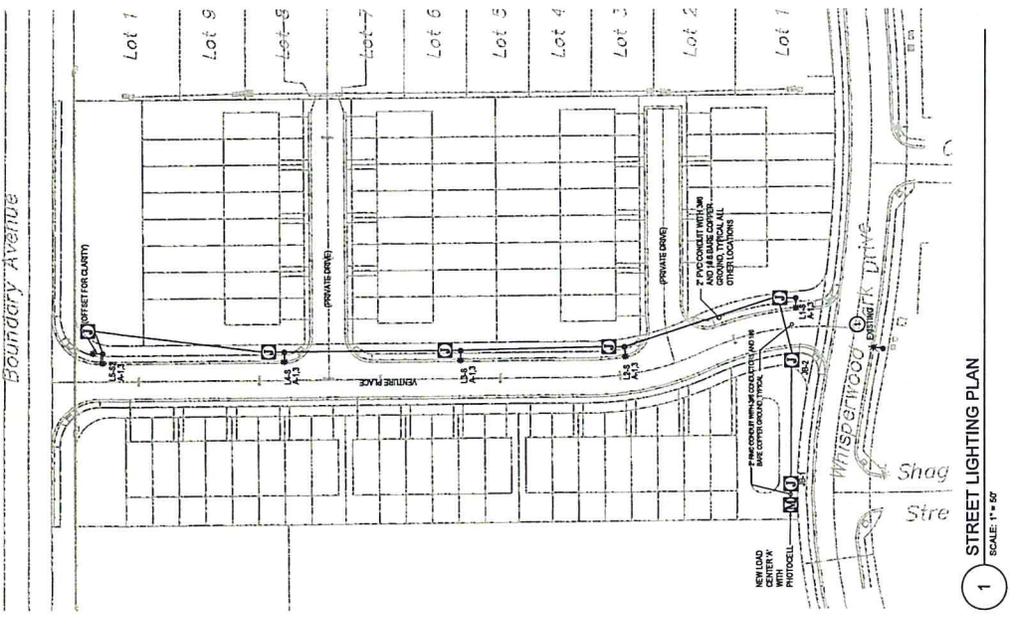
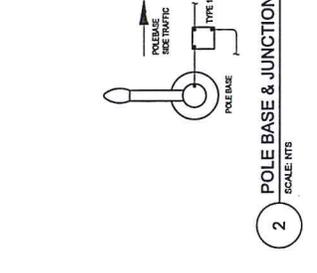
MINIMUM DESIGN REQUIREMENTS		DESIGNED ILLUMINATION LEVELS	
VENTURE PLACE (S1)	0.4 FC	MIN ILLUMINATION LEVEL	0.4 FC
UNIFORMITY RATIO (AVG/AVG) (MAX)	6.1	UNIFORMITY RATIO (AVG/AVG)	2.31
VEILING RATIO (MAX/AVG) (MAX)	4	VEILING RATIO (MAX/AVG) (MAX)	3
VENTURE PLACE - SOUTH INTERSECTION	0.8 FC	AVERAGE HORIZONTAL ILLUMINATION	1.8 FC
UNIFORMITY RATIO (AVG/AVG)	6.1	UNIFORMITY RATIO (AVG/AVG)	2.81
VEILING RATIO (MAX/AVG) (MAX)	0.2	VEILING RATIO (MAX/AVG) (MAX)	0.2
VENTURE PLACE - NORTH INTERSECTION	0.8 FC	AVERAGE HORIZONTAL ILLUMINATION	1.9 FC
UNIFORMITY RATIO (AVG/AVG)	6.1	UNIFORMITY RATIO (AVG/AVG)	2.71
VEILING RATIO (MAX/AVG) (MAX)	0.2	VEILING RATIO (MAX/AVG) (MAX)	0.2
SHAG STREET	0.3 FC	AVERAGE ILLUMINATION LEVEL (MIN)	0.7 FC
UNIFORMITY RATIO (AVG/AVG)	28	VERTICAL ILLUMINATION	.5
VEILING RATIO (MAX/AVG) (MAX)	6.1	UNIFORMITY RATIO (AVG/AVG)	2.31

DESIGN CONDITIONS:
 ROAD - AS SHOWN
 AVERAGE LUMINAIRE SPACING - 148 FEET
 LUMINAIRE HEIGHT - 31 FEET
 ENGINEER SIGNATURE: *[Signature]* DATE: 4/20/23



GENERAL NOTES

- ALL POLES SHALL BE INSTALLED WITH THE MAXIMUM SPACING PERMITTED BY THE LOCAL JURISDICTION. THE SPACING OF THE MAXIMUM SPACING SHALL BE MAINTAINED THROUGHOUT THE ENTIRE LENGTH OF THE PROJECT. ALL CONDUITS SHALL BE 1" MINIMUM WALL THICKNESS, GUTTER PROTECTIVE LINES SHALL BE MAINTAINED THROUGHOUT THE ENTIRE LENGTH OF THE PROJECT. PROVIDE ALL NECESSARY CONNECTIONS TO ALL UTILITIES AND TO ALL EXISTING UTILITIES.
- CONDUIT SHALL BE 1" MINIMUM WALL THICKNESS, GUTTER PROTECTIVE LINES SHALL BE MAINTAINED THROUGHOUT THE ENTIRE LENGTH OF THE PROJECT. PROVIDE ALL NECESSARY CONNECTIONS TO ALL UTILITIES AND TO ALL EXISTING UTILITIES.
- PROVIDE THE LUMINAIRE HOUSING IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. PROVIDE ALL NECESSARY CONNECTIONS TO ALL UTILITIES AND TO ALL EXISTING UTILITIES.
- PROVIDE THE LUMINAIRE HOUSING IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. PROVIDE ALL NECESSARY CONNECTIONS TO ALL UTILITIES AND TO ALL EXISTING UTILITIES.
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- PROVIDE THE LUMINAIRE HOUSING IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. PROVIDE ALL NECESSARY CONNECTIONS TO ALL UTILITIES AND TO ALL EXISTING UTILITIES.



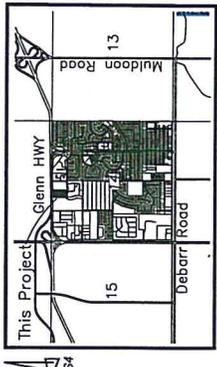
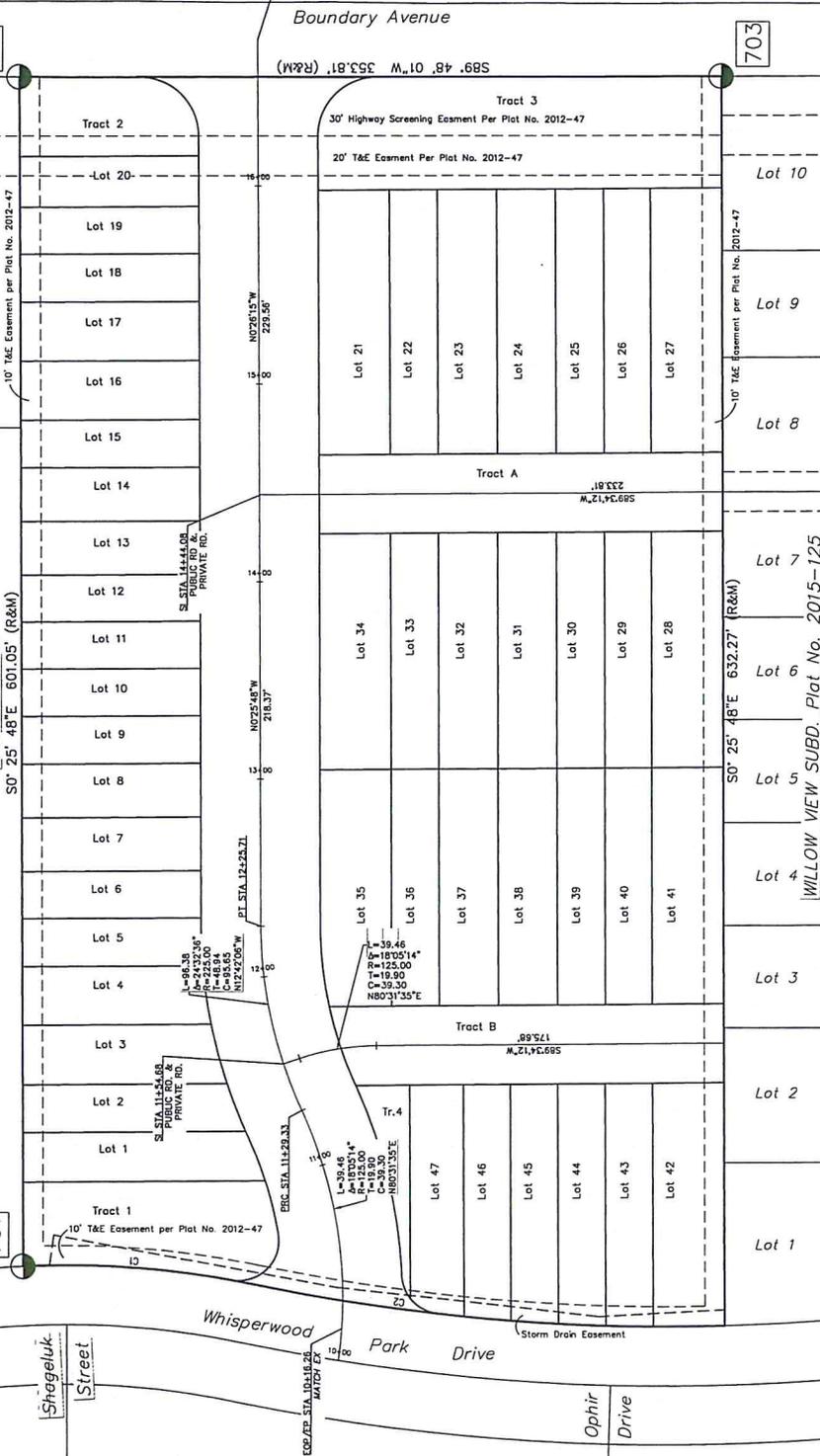
SUBDIVISION AGREEMENT NO: 23-002
 1/4" Scale When Printed at 11x17
 © Copyright T3 Alaska, LLC

CHECKPOINT SUBD. PLAT NO. 2020-30

TRACT A1-2

TRACT A1-1

Basis of Bearing
Plot No. 2012-47
S0° 25' 48"E 601.05' (R&M)



North Arrow
North
Scale: 1" = 1/2 Mile
NAD 83, NAD 2011 Meridian

Curve #	Length	Radius	Chord Length	Chord Bearing	Delta
C1 (R&M)	116.34'	455.00'	116.03'	N62°34'40" W	142°01'4"
C2 (R&M)	239.84'	1025.00'	239.29'	S84°37'21" E	132°42'4"

ERC STA. 114+28.33
MATCH EX

Point #	Northing	Easting	Description	Station & Offset
701	2639086.89	1681540.35	2' ALCAP	10+86.68' L 158.78'
702	2639887.57	1681535.84	2' ALCAP	16+55.51' L 120.00'
703	2639689.16	1681889.65	2' ALCAP	16+54.09' L 233.82'

Point #	Northing	Easting	Station & Offset
EXP/FP	2639055.75	1681700.63	10+16.26
PRC	2639185.74	1681680.09	11+28.33
S	2639189.27	1681670.70	11+54.68
PT	2639259.04	1681659.06	12+25.71
S	2639477.41	1681657.42	14+44.08
EXP/FP	2639768.89	1681652.70	16+73.64

V1 of 1
Sheet x of x

Control Sheet

Basecamp 907
Subdivision
Lots 1-47, Tracts 1-3,
Tracts A&B

S4 Group
Land Surveying
and Development Consultants
2000 West 13th Avenue
Anchorage, Alaska 99501
info@s4gk.com
phone@s4gk.com

Drawn by: BH
Scale: 1"=30'
Date: 4/11/2023

Grid: SWR238
MOA Contc.

- NOTES**
- The information shown herein is based on a field survey performed by S4 Group, LLC from November 1, 2022 to November 1, 2022. All dimensions and coordinates shown herein are in U.S. Survey Feet and decimal portions thereof.
 - Verify horizontal and vertical control prior to use. Check for monumentation, or accessories which will be disturbed or buried, shall be referenced and re-established in their original position (A.S. 81.0, 260) and recorded (A.S. 34.6, 50.0).
 - This project is located entirely within an assumed local coordinate system expressed in U.S. Survey Feet. Basis of Bearings Vertical Datum is MOA, CAGB 1972.
 - Checkpoints 104, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.
 - Elevations were transferred to the project site via closed differential level loops.



SURVEYOR'S CERTIFICATE
I hereby certify that I am properly Registered and Licensed to practice Land Surveying in the State of Alaska, and that this drawing represents a survey made by me or under my direct supervision, and that the monuments shown are correct to the extent shown hereon.

Benjamin Holmstrom
Date: LS-118708

Subdivision Agreement No. WS23-
AWWU Private Development No. WS23-
AWWU PLAN SET NO. XXXX

Letter of Authorization

I, Cody Hultquist, the owner of Condor Properties, LLC, am the authorized agent of the property located at Checkpoint Subdivision Lot 2, Tax ID 006-421-15. I authorize S4 Group to represent me before the Municipality of Anchorage in the request for a platting action and related activities.

Cody Hultquist
Signature

5/17/23
Date

WMS WATERCOURSE MAPPING SUMMARY

Per the requirements for watercourse verification outlined in Project Management and Engineering Operating Policy and Procedure #8 and Planning Department Operating Policy and Procedure #1 (effective June 18, 2007), MOA Watershed Management Services has inspected the following location for the presence or absence of stream channels or other watercourses, as defined in Anchorage Municipal Code (21.35).

- Project Case Number or Subdivision Name: Checkpoint Subdivision
- Project Location, Tax ID, or Legal Description: Tax ID: 006-421-15
Checkpoint Subdivision Lot 2
- Project Area (if different from the entire parcel or subdivision): Entire parcel

In accordance with the requirements and methods identified, WMS verifies that this parcel, project area, or application:

KS **DOES NOT** contain stream channels and/or drainageways, as identified in WMS field or archival mapping information.*

DOES contain stream channels and/or drainageways **AND** these are located and identified on submittal documents in general congruence with WMS field and archival mapping information.
*New or additional mapping IS NOT REQUIRED.**

Contains stream channels and/or drainageways **BUT** one or more streams or other watercourses:

- are **NOT** shown on submittal documents, or
- are **NOT** depicted adequately on submittal documents for verification, or
- are **NOT** located or identified on submittal documents in general congruence with WMS field and archival mapping information.

*New or additional mapping IS REQUIRED and must be re-submitted for further review and verification.**

Presence of stream channels and/or drainageways is unknown **AND** field verification is not possible at this time. WMS will verify as soon as conditions and prioritized resources allow.

* Streams omitted in error by WMS or others remain subject to MOA Code and must be shown in new mapping upon identification of the error.

ADDITIONAL INFORMATION:

- | | | | |
|--|--|--------------------------------------|--------------------------------|
| <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | WMS written drainage recommendations are available. | <input type="checkbox"/> Preliminary | <input type="checkbox"/> Final |
| <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | WMS written field inspection report or map is available. | <input type="checkbox"/> Preliminary | <input type="checkbox"/> Final |
| <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | Field flagging and/or map-grade GPS data is available. | | |

Inspection Certified By:

Date:



4/8/23



Anchorage Water & Wastewater Utility



AWWU REQUIRED INFORMATION FOR PRE-PLATTING

- Project Case Number or Subdivision Name: Base Camp 907 Subdivision
- Project Location, Tax ID, or Legal Description: 006-421-15

- Is this parcel located within AWWU's certificated service area? ----- ~~X~~ / N
- Is a water key box located on each parcel? ----- Y / ~~X~~
 - Does this service meet DCPM Standard? ----- Y / N
- Is sewer stubbed to each parcel? ----- Y / ~~X~~
 - Does this service meet DCPM Standard? ----- Y / N
- Are there any water or sewer connections that require removal? ----- Y / N
- Are there any additional easements needed? ----- Y / N
- Have any Private System plans been submitted for review? ----- ~~X~~ / N
- Are any of the lots subject to extended connection or other agreements? ----- ~~X~~ / N
- Does this platting action consolidate a previously connected (on-property) parcel with an unassessed parcel? ----- Y / ~~X~~

If the parcel or subdivision is within an assessment area, please populate the table below with the relevant information (as balances may change year to year, this table represents a point in time as specified in the column "Year").

	Levied	Assessment Balance	Year
Water Lateral	Y / X	TBD	
Water Transmission	X / N	N/A	
Sewer Lateral	Y / X	TBD	
Sewer Trunk	X / N	N/A	

- Comments:
Subject to Amend. 2 - Water Main Ext. Agrmt. W05-020. Water+sewer ext. agrmt. assessmt. TBD.
2 existing water stubs and 8" sewer and MH near Whisperwood & Ophir shall abandoned per DCPM.

Verified By (AWWU):

Date:

05/23/2023

Anchorage Water & Wastewater Utility  Clearly

3000 Arctic Boulevard • Anchorage, Alaska 99503
 Phone 907-564-2774 • Fax 907-562-0824 • www.awwu.biz



\$12732

JUL 19 2023

Community Meeting Notification: Checkpoint Lot 2

Northeast Community Meeting
Date & Location:

DECEMBER 8 @ 6 PM

Via Zoom @ zoom.us
Meeting ID: 381 739 7263
Passcode: 379146

You can also Dial in by phone: +1 253 215 8782

S4 Group, LLC will be presenting a platting action and Unit Lot Development site plan with vacations and variances to the Northeast community.

Representatives of the proposed project will provide an overview of the planning actions, project schedule, and will be able to answer questions. If you are not able to make this meeting, you can still contact us with any questions or concerns regarding the project at: craigb@s4ak.com or (907) 306-8104.

The project site is located north of Whisperwood Park Dr., south of Boundary Ave., and East of Newell St., described as Checkpoint Subdivision Lot 2.

For more information go to: s4ak.com/notice



«Name»
«Street»
«City», «State» «Zip»

Sent by: S4 Group, LLC, E 7th Ave, Anchorage, AK 99501

S12732 JUL 19 2023



Checkpoint Lot 2
Unit Lot Platting & Vacations
Summary of Community Meeting
December 8, 2022

MOA Planning Division Director
4700 Elmore Road
Anchorage, AK 99507

280 notices were mailed on November 10th, 2022, 0 returned, see attached for content of notices.

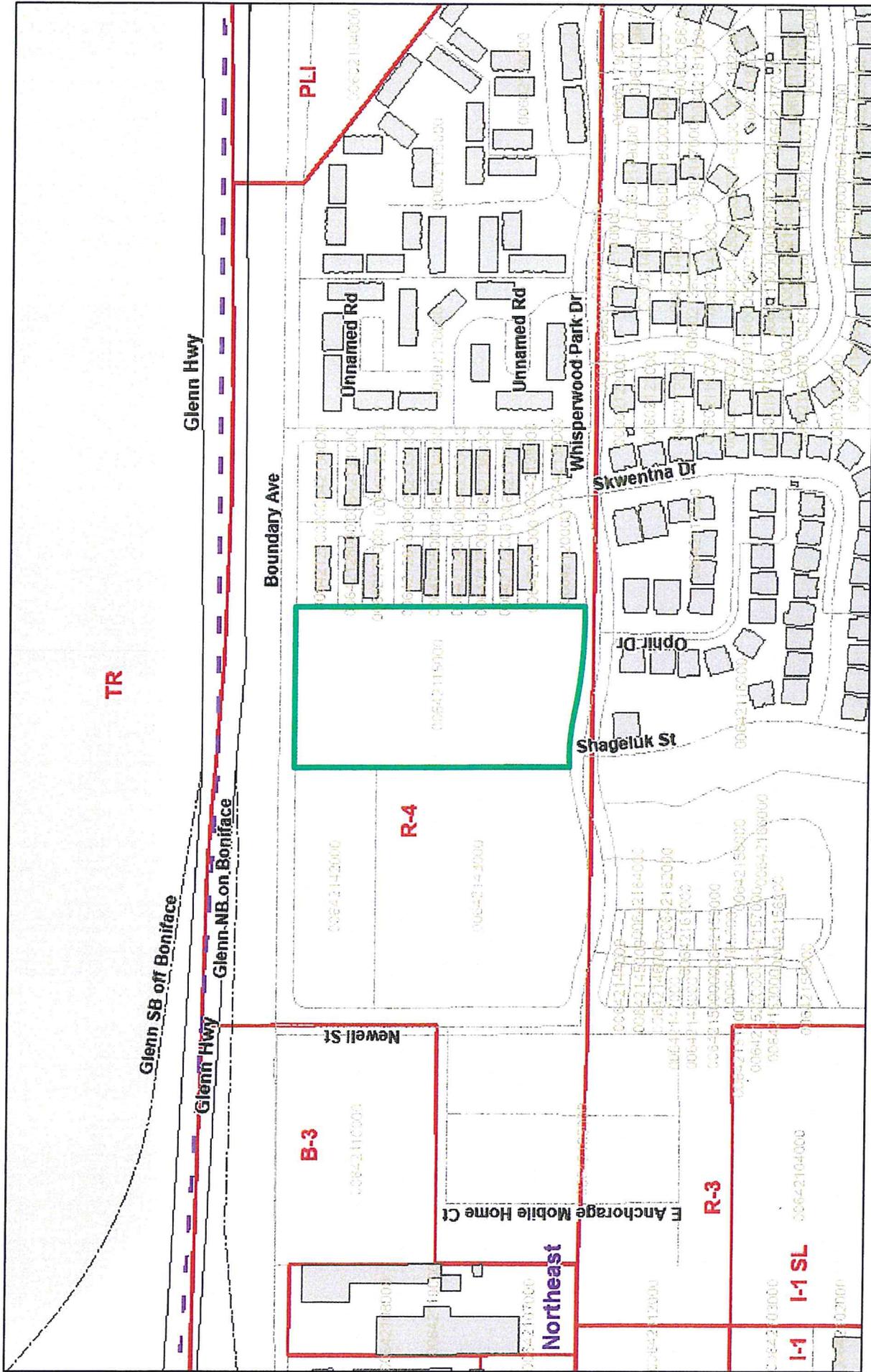
Date and Time of Community Meeting: 12/08/2022 @ 6:00 PM
Meeting started at: 6:00 PM
Meeting concluded at: 6:20 PM
Participants: 0
Location: Zoom
Subject: Proposed Unit Lot Site Plan

The Northeast community council did not have a scheduled meeting for December 2022. S4 Group set up its own zoom meeting for the presentation to be held at 6 PM on December 8th. Upon the request of the Northeast CC president we also attended the November 17th meeting and presented. The presentation covered the proposed unit lot development, project location, projected timeline, and contact information was provided. There were no questions.

On December 8th, the zoom meeting was held at 6 PM, no participants (other than the host) attended. The meeting was kept open until 6:20 PM, when it was ended when no one had joined the meeting.

S12732 JUL 19 2023 1

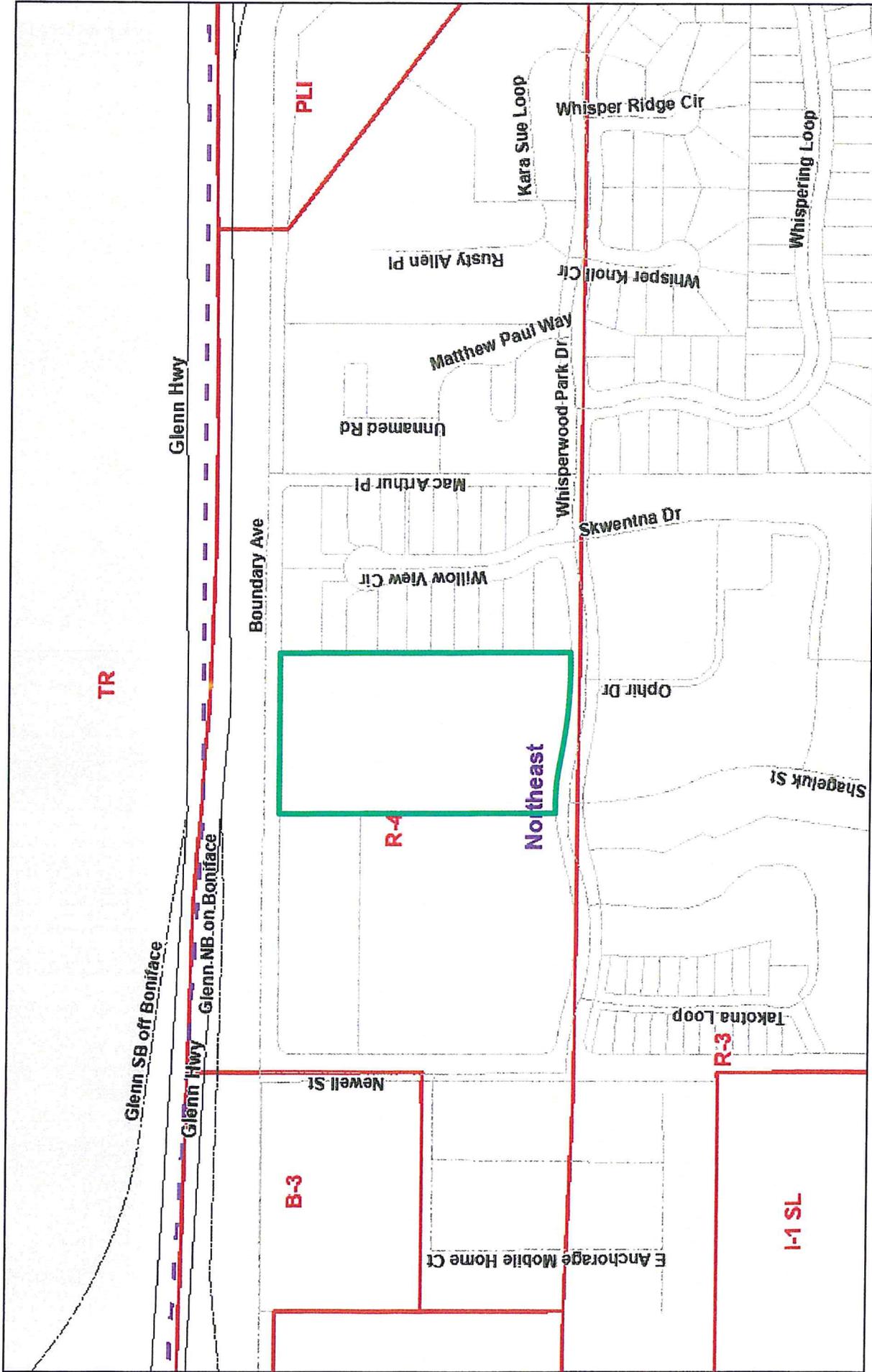
S12732 CVW Map 006-421-15-000



5/12/2023



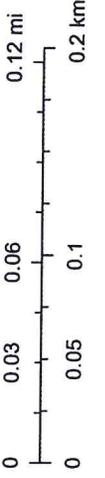
S12732 CWW Map 2



5/12/2023

- Major
- Secondary
- Local
- Municipality of Anchorage Boundary
- Community Council
- Zoning
- Property Info
- Military

1:7,477



MOA GIS



Anchorage
3801 Centerpoint Dr Ste 102
Anchorage, Alaska 99503
Phone (907) 569-2842
Fax (907) 569-2843

Eagle River
11823 Old Glenn Hwy Ste 118
Eagle River, Alaska 99577
Phone (907) 622-2842
Fax (907) 622-2843

Wasilla
865 N Seward Meridian Ste 101
Wasilla, Alaska 99654
Phone (907) 352-4000
Fax (907) 352-4001

Certificate To Plat

To: **S4 Group, LLC**
ATTN: Kate Sauve
124 East 7th Avenue
Anchorage, AK 99501

AMENDMENT NO. 1: To bring current

Order No. 76400

Re: Lot 2 Checkpoint Subdivision / Condor Properties LLC

Alyeska Title Guaranty Agency

CERTIFICATE TO PLAT

1. Effective Date: **April 13, 2023 at 8:00 A.M.**
Order No. 76400

2. Certificate to be issued:

(a) Certificate to Plat (Fee \$250.00)

Liability: \$250.00

Assured:

S4 Group, LLC; Condor Properties, LLC; Municipality of Anchorage

3. The Fee Simple interest in the land described in this Certificate is owned, at the Effective Date, by

Condor Properties, LLC, an Alaska limited liability company

4. The land referred to in this Certificate is described as follows:

Lot 2, Checkpoint Subdivision, according to the official plat thereof filed under Plat No. 2012-96, in the records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Alyeska Title Guaranty Agency

CERTIFICATE TO PLAT

We find the following exceptions to title to be addressed on any Plat or Re-Plat:

1. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
2. Reservations and exceptions as contained in the U.S. Patent Number 1115752, and/or in Acts authorizing the issuance thereof.
3. Taxes and/or assessments, including penalties and interest, if any, owing the Municipality of Anchorage.
4. Judgment and Easement, including terms and provisions thereof, granted to City of Anchorage, a municipal corporation, and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded October 24, 1973, Lien Book L-57 Page 675. (Affects the North 19 feet of Lot 2)
5. Notice of Improvement of Public Place, including the terms and provisions thereof , by and between the Municipality of Anchorage and The Terraces Subdivision, LLC, recorded December 20, 2005 as Instrument No. 2005-087026-0.

Amendment No. 1 to Improvement to Public Place Agreement, including the terms and provisions thereof, recorded September 4, 2008 as Instrument No. 2008-050651-0.

NOTE: The above agreement contains the following notation: "This Subdivision Agreement does not create a lien on the property."

6. Right-of-Way Easement, including terms and provisions thereof, granted to ENSTAR Natural Gas Company, a division of SEMCO Energy, Inc. and its assigns and/or successors in interest, to construct, lay, maintain, operate, alter, repair, remove and replace pipelines including metering facilities, thereto for the transportation of natural gas under, upon, over and through said lands and appurtenances thereto, by instrument recorded September 28, 2006 as Instrument No. 2006-061102-0. (Easement area as set out therein)
7. NOTES as recited on Plat(s) of said Subdivision.
8. SLOPE EASEMENTS as dedicated and reserved on the Plat(s) of said Subdivision.
9. EASEMENTS as shown on the Plat(s) of said Subdivision.

10. Certificate of Conversion of a Privately Owned Water Main to a Public Water Main, including the terms and provisions thereof , by and between the Anchorage Water and Wastewater Utility (AWWU) and Charles D. Aalfs, recorded August 30, 2012 under Instrument No. 2012-049198-0.

11. Memorandum of Understanding, including the terms and provisions thereof, by and between Condor Properties, LLC and the Municipality of Anchorage Fire Department, recorded December 13, 2016 as Instrument No. 2016-052849-0.

12. Deed of Trust, including terms and provisions thereof, securing the amount shown together with any other amounts due thereunder:
 - Amount : \$550,000.00 together with any other amounts due thereunder
 - Trustor/Borrower : Condor Properties, LLC, an Alaska limited liability company
 - Trustee : Alyeska Title Guaranty Agency
 - Beneficiary/Lender : Denali Federal Credit Union
 - Dated : June 6, 2017
 - Recorded : June 7, 2017 as Instrument No. 2017-021723-0

13. Deed of Trust, including terms and provisions thereof, securing the amount shown together with any other amounts due thereunder:
 - Amount : \$541,000.00 together with any other amounts due thereunder
 - Trustor/Borrower : Condor Properties, LLC, an Alaska limited liability company
 - Trustee : Alyeska Title Guaranty
 - Beneficiary/Lender : First National Bank Alaska
 - Dated : November 12, 2020
 - Recorded : November 16, 2020, as Instrument No. 2020-054772-0

14. Deed of Trust, including terms and provisions thereof, securing the amount shown together with any other amounts due thereunder:
 - Amount : \$400,000.00 together with any other amounts due thereunder
 - Trustor/Borrower : Condor Properties, LLC, an Alaska limited liability company
 - Trustee : Alyeska Title Guaranty
 - Beneficiary/Lender : First National Bank Alaska
 - Dated : November 12, 2020
 - Recorded : November 16, 2020, as Instrument No. 2020-054773-0

15. Rights or claims of parties in possession not shown in the public records.

16. Unrecorded leases, sub-leases and/or rental agreements, including terms and provisions thereof.

NOTE: This report is to be used for the purposes herein stated, and is not to be used for the basis for the closing of any transaction affecting title to the herein subject property. Liability herein is limited to the compensation received therefore.

NHN Whisperwood Park Drive, Anchorage, AK 99504

Sincerely,



for

Samantha Bouasri
Authorized Signer for
Alyeska Title Guaranty Agency

PARID: 00642115000
 CONDOR PROPERTIES LLC

N/A

LUC: 100
 TAX YEAR: 2022

Property Information

Property Location:
 Class: R-Residential
 Use Code (LUC): 100-Residential Vacant Land
 Condo/Unit #:
 Tax District: 03
 Zoning: R4
 Plat #: 120096
 HRA #:
 Grid #: SW1238
 Deeded Acres:
 Square Feet: 218,862
 Legal Description: CHECKPOINT
 LT 2

[Show Parcel on Map](#)

Owner

Owner CONDOR PROPERTIES LLC
 Co-Owner
 Care Of
 Address 12570 OLD SEWARD HWY STE 204
 City / State / Zip ANCHORAGE, AK 99515 0000
 Deed Book/Page 006/42

Tax Information

Parcel	Roll Type	Tax Year	Cycle	DID	Gross Tax Amount	Res Exemption	Sr/Vet Exemption	IPC Billed	Paid Amount	Net Due	Interest Due	Penalty Due	Costs Due	Total Due	Due Date
00642115000	RP	2022	1		8,581.67			.00	-8,581.67	.00	.00	.00	.00	.00	07/31/2022
00642115000	RP	2022	2		8,581.67			.00	-8,581.67	.00	.00	.00	.00	.00	09/30/2022
00642115000	RP	2021	1		18,365.98			.00	-18,365.98	.00	.00	.00	.00	.00	06/15/2021
00642115000	RP	2020	1		17,428.32			.00	-17,428.32	.00	.00	.00	.00	.00	07/15/2020
00642115000	RP	2019	1		16,674.11			.00	-16,674.11	.00	.00	.00	.00	.00	06/15/2019
00642115000	RP	2018	1		15,860.44			.00	-15,860.44	.00	.00	.00	.00	.00	06/15/2018
00642115000	RP	2017	1		15,144.78			.00	-15,144.78	.00	.00	.00	.00	.00	06/15/2017
00642115000	RP	2016	1		14,400.11			.00	-14,400.11	.00	.00	.00	.00	.00	06/15/2016

Make a Payment

Assessed Value

Tax Year	Roll Type	LUC	Class	Land	Building	Total Appraised
2022	RP	100	R	1,019,200		1,019,200

Taxable Value

Net Taxable Value 1,019,200

Land Summary

Land Line #	Zoning	Size (Square Feet)	NBHD
1	R4	218,862	06E83

Land Characteristics

Line #	
1	VIEW 2 - Average
2	TOPO 4 - Gentle
3	ACCESS 5 - Average
4	PAVING 4 - Curb&Gutter
5	CORNER 4 - None
6	SEWER 4 - Public
7	ENCROACH 4 - None
8	SETBACK 1 - None
9	WATER 4 - Public
10	RESTRICT 4 - None
11	MAIN 4 - None
12	MISC 5 - None
13	WETLANDS 4 - None
14	SHAPE 4 - Typical
15	LOCATION 3 - Average
16	SIZE 3 -
17	SOILS 4 - Average

Entrances

Visit Date:	Measure Date:	Entrance Source:	Inspect Reason:
20-SEP-2012		0-Land Characteristics Inspection	-

Appraised Value History

Tax Year	Roll Type	LUC	Class	Land	Building	Total Appraised
2022	RP	100	R	1,019,200		1,019,200
2021	RP	100	R	1,019,200		1,019,200
2020	RP	100	R	1,019,200		1,019,200
2019	RP	100	R	1,019,200		1,019,200
2018	RP	100	R	967,100		967,100
2017	RP	100	R	967,100		967,100

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2013-025146-0

Recording District 301 Anchorage
05/06/2013 11:16 AM Page 1 of 4



40244 KEM WARRANTY DEED ATGA

The Grantor, CHARLES D. AALFS, a married person, whose address is 4175 Cloverway Drive, Redding CA 96002, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, does hereby convey and warrant unto the Grantee, CONDOR PROPERTIES, LLC, a(n) Alaska limited liability company, whose address is 12580 Old Seward Highway, Anchorage AK 99515, and to the heirs and assigns of the Grantee, the following described real property:

Lot 2, Checkpoint Subdivision, according to the official plat thereof, filed under Plat No. 2012-96, in the records of the Anchorage Recording District, Third Judicial District, State of Alaska.

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

SUBJECT TO taxes due the Municipality of Anchorage for the year 2013, a lien but levy therefore has not been made.

SUBJECT TO reservation of section line easement 33 feet in width along each side of the section line s provided by 43 USC 932.

SUBJECT TO rights of the public and governmental agencies in and to any portion of said land included within the boundaries of any public road, highway and/or right of way.

SUBJECT TO Checkpoint Phase 1 Water Main Extension Agreement, including the terms and provisions thereof, by and between the Municipality of Anchorage, UTASKA Corporation, Inc., and The Terraces Subdivision, LLC, recorded October 7, 2005, Instrument No. 2005-072631-0. Assignment of Water Main and Sanitary Sewer Extension Agreements by UTASKA Corporation, Inc., to The Terraces Subdivision, LLC, recorded March 24, 2008, Instrument No. 2008-015956-0. Amended No. 1 to Water Main Extension Agreement, including the terms and provisions thereof, recorded March 24, 2008, Instrument No. 2008-015917-0. Assignment of Water Main and Sanitary Sewer Extension Agreements by Charles Daniel Aalfs to Charles Denial Aalfs recorded May 8, 2012, Instrument No. 2012-024620-0.

SUBJECT TO Checkpoint Phase 1 Sanitary Sewer Main Extension Agreement, including the terms and provisions thereof, by and between the Municipality of Anchorage, UTASKA

Law Office of David D. Clark, 805 W Fireweed Lane, Anch AK 99503 Tel 907-277-7679 Fax 907-274-9829

Warranty Deed, Page 1 of 4

S12732 JUL 19 2023

Corporation, Inc., and The Terraces Subdivision, LLC, recorded October 7, 2005, Instrument No. 2005-072632-0. Assignment of Water Main and Sanitary Sewer Extension Agreements by UTASKA Corporation, Inc., to The Terraces Subdivision, LLC, recorded March 24, 2008, Instrument No. 2008-015956-0. Assignment of Water Main and Sanitary Sewer Extension Agreements by Charles Daniel Aalfs to Charles Daniel Aalfs recorded May 8, 2012, Instrument No. 2012-024620-0.

SUBJECT TO Checkpoint Phase 2 Sanitary Sewer Main Extension Agreement, including the terms and provisions thereof, by and between the Municipality of Anchorage, The Terraces Subdivision, LLC, and UTASKA Corporation, Inc., recorded November 11, 2005, Instrument No. 2005-083449-0. Assignment of Water Main and Sanitary Sewer Extension Agreements by UTASKA Corporation, Inc., to The Terraces Subdivision, LLC, recorded March 24, 2008, Instrument No. 2008-015954-0. Assignment of Water Main and Sanitary Sewer Extension Agreements by Charles Daniel Aalfs to Charles Daniel Aalfs recorded May 8, 2012, Instrument No. 2012-024621-0.

SUBJECT TO Checkpoint Phase 2 Water Main Extension Agreement, including the terms and provisions thereof, by and between the Municipality of Anchorage, The Terraces Subdivision, LLC, and UTASKA Corporation, Inc., recorded November 17, 2005, Instrument No. 2005-083450-0. Assignment No. 1 to Water Main Extension Agreement, including the terms and provisions thereof, recorded March 24, 2008, Instrument No. 2008-015955-0. Assignment of Water Main and Sanitary Sewer Extension Agreements by UTASKA Corporation, Inc., to The Terraces Subdivision, LLC, recorded March 24, 2008, Instrument No. 2008-015956-0. Assignment of Water Main and Sanitary Sewer Extension Agreements by Charles Daniel Aalfs to Charles Daniel Aalfs recorded May 8, 2012, Instrument No. 2012-024621-0.

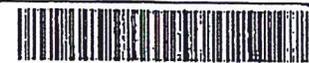
SUBJECT TO Notice of Improvement of Public Place, including the terms and provisions thereof, by and between the Municipality of Anchorage and The Terraces Subdivision, LLC, recorded December 20, 2005, Instrument No. 2005-087026-0. Amendment No. 1 to Improvement to Public Place Agreement, including the terms and provisions thereof, recorded September 4, 2008, Instrument No. 2008-050651-0; which does not create a lien on the property.

SUBJECT TO Notice of Subdivision Agreement, including the terms and provisions thereof, by and between Municipality of Anchorage and Charles D. Aalfs, recorded October 22, 2012, Instrument No. 2012-061015-0; which does not create a lien on the property.

SUBJECT TO the effect, if any, of Agreement for Reciprocal Easements and for Maintenance, Repair, Replacement of Roads & Storm Drain System, including the terms and provisions thereof, by and between Charles D. Aalfs and Checkpoint Condominium Association, recorded December 12, 2012, Instrument No. 2012-073341-0.

Law Office of David D. Clark, 805 W Fireweed Lane, Anch AK 99503 Tel 907-277-7679 Fax 907-274-9829

Warranty Deed, Page 2 of 4



Page 2 of 4
2013-025146-0

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2016 – 052849 – 0

Recording District 301 Anchorage
12/13/2016 02:17 PM Page 1 of 3



AFTER RECORDING RETURN TO:

Condor Properties, LLC
Attn: Brian Harten
12580 Old Seward Highway
Anchorage, AK 99515

Anchorage Recording District

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) sets forth the terms and understanding between:

GRANTOR: Condor Properties, LLC
12580 Old Seward Highway
Anchorage, AK 99515

GRANTEE: Municipality of Anchorage Fire Department
4700 Elmore Road
Anchorage, AK 99507

LEGAL DESCRIPTION: Lot 2, Checkpoint Subdivision, as shown on Plat No. 2012-47

S12732 JUL 19 2023

CONDOR PROPERTIES, LLC

12580 OLD SEWARD HIGHWAY
ANCHORAGE, AK 99515

November 11, 2016

Municipality of Anchorage
Fire Department
4700 Elmore Rd.
Anchorage, Alaska 99519-6650

Attention: Cleo Hill, Fire Marshall
Subject: Future Fire Access Road within Lot 2, Checkpoint Subdivision

Ms. Hill,

Attached is the Memorandum of Understanding (MOU) that states, as owner of Lot 2 Checkpoint Subdivision, we accept the MOA Fire Department requirement to provide a future fire access road and easement from Whisperwood Park Drive to the Willow View Subdivision Lot 7 and 8 westerly common lot line when Lot 2 is developed.

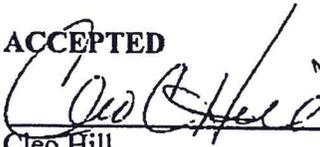
With this guarantee from us to provide a future fire access road as well as to transfer this guarantee to any future land owner if we sell the property, it is our understanding that the MOA Fire Department will allow the continued development of Willow View Subdivision beyond 30 units as allowed by International Fire Code D107.1 Exception No. 2. Please acknowledge by signing below if you are in agreement.

Sincerely,



Condor Properties, LLC
David Hultquist, Registered Agent

11/14/16
Date

ACCEPTED


Cleo Hill
Municipality of Anchorage
Fire Marshall

11/21/16
Date



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2017-021723-0

Recording Dist: 301 - Anchorage
6/7/2017 10:33 AM Pages: 1 of 13



RECORDATION

REQUESTED BY:
Denali Federal Credit
Union
Commercial Lending
440 E. 36th Avenue
Suite 220
Anchorage, AK
99503

WHEN RECORDED MAIL

TO:
Denali Federal Credit
Union
Commercial Lending
440 E. 36th Avenue
Suite 220
Anchorage, AK
99503

SEND TAX NOTICES TO:

Condor Properties,
LLC
12570 Old Seward
Highway Suite 204
Anchorage, AK
99515

FOR RECORDER'S USE ONLY

55552 SK
ATGA

CONSTRUCTION DEED OF TRUST

THIS DEED OF TRUST is dated June 6, 2017, among Condor Properties, LLC, an Alaska limited liability company, whose address is 12570 Old Seward Highway, Suite 204 Anchorage, AK 99515 ("Grantor"); Denali Federal Credit Union, whose address is Commercial Lending, 440 E. 36th Avenue, Suite 220, Anchorage, AK 99503 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Alyeska Title Guaranty Agency, whose address is 3801 Centerpoint Drive, Suite 102, Anchorage, AK 99503 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in the Anchorage Recording District, Third Judicial District, the State of Alaska:

Lot 2, Checkpoint Subdivision, according to the official plat thereof filed under Plat No. 2012-96, in the records of the Anchorage Recording District, Third Judicial District, State of Alaska

The Real Property or its address is commonly known as NHN Whisperwood Park Dr., Anchorage, AK 99504. The Real Property tax identification number is 006-421-15-000.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property as security for the Indebtedness. In addition to this assignment under common law, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT

**DEED OF TRUST
(Continued)**

Loan No: 157290 L88.72

Page 2

OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF BORROWER'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN BORROWER AND LENDER OF EVEN DATE HEREWITH. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

CONSTRUCTION MORTGAGE. This Deed of Trust is a "construction mortgage" for the purposes of Sections 9-334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the State of Alaska.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property (this privilege is a license from Lender to Grantor automatically revoked upon default).

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor



**DEED OF TRUST
(Continued)**

Loan No: 157290 L88.72

Page 3

hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

Construction Loan. If some or all of the proceeds of the loan creating the Indebtedness are to be used to construct or complete construction of any Improvements on the Property, the Improvements shall be completed no later than the maturity date of the Note (or such earlier date as Lender may reasonably establish) and Grantor shall pay in full all costs and expenses in connection with the work. Lender will disburse loan proceeds under such terms and conditions as Lender may deem reasonably necessary to insure that the interest created by this Deed of Trust shall have priority over all possible liens, including those of material suppliers and workmen. Lender may require, among other things, that disbursement requests be supported by receipted bills, expense affidavits, waivers of liens, construction progress reports, and such other documentation as Lender may reasonably request.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, community property agreement or community property trust or other trust, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Alaska law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are



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part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a cash basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair,



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Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note unless payment of interest at that rate would be contrary to applicable law, in which event such expenses shall bear interest at the highest rate permitted by applicable law from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:



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Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice all at Grantor's expense, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or



to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Grantor pay all the Indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings,



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whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Foreclosure. With respect to all or any part of the Property, Trustee shall have the right to sell the Property pursuant to a non-judicial foreclosure sale and Trustee or Lender shall have the right to sell the Property upon judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. If the power of sale is invoked, Trustee shall execute a written notice of the occurrence of an Event of Default and of the election to cause the Property to be sold and shall record such notice in each Recording District in which the Property or some part of the Property is located. Trustee shall mail copies of the notice of default, in the manner provided by the laws of Alaska, to Grantor and to such other persons as the laws of Alaska prescribe. Trustee shall give notice of sale and shall sell the Property according to the laws of Alaska. After the lapse of time required by law following the recordation of the notice of default, Trustee, without demand on Grantor, may sell the Property at the time and place and under the terms designated in the notice of sale, in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender's or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made in the Trustee's deed. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees, and cost of title evidence; (b) to all sums secured by this Deed of Trust in such order as Lender, in Lender's sole discretion, directs; and (c) the excess, if any, to the person or persons legally entitled to the excess proceeds.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the



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Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved or pending, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate unless payment of interest at that rate would be contrary to applicable law, in which event such expenses shall bear interest at the highest rate permitted by applicable law from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee (pursuant to Lender's instructions) are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in



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granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall, upon default, have the right to sell the Property by notice and non-judicial sale, and Trustee or Lender shall have the right to sell the Property by judicial action and foreclosure sale, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office for the Anchorage Recording District, Third Judicial District, State of Alaska. The instrument shall be executed and acknowledged by Lender or Lender's successor in interest, and shall contain, in addition to all other matters required by state law, the date this Deed of Trust was executed, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, the name and address of the successor trustee, and either an acknowledgment signed and acknowledged by the Trustee named in this Deed of Trust of a receipt of a copy of the instrument or an affidavit of service of a copy of the instrument on the Trustee. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Unless otherwise provided by applicable law, any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alaska without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Alaska.

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor,



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and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Alaska as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Denali Federal Credit Union, and its successors and assigns.

Borrower. The word "Borrower" means Hultquist Homes, Inc. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.



**DEED OF TRUST
(Continued)**

Loan No: 157290 L88.72

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("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means Condor Properties, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Denali Federal Credit Union, its successors and assigns.

Note. The word "Note" means the promissory note dated June 6, 2017, in the original principal amount of \$550,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Deed of Trust is December 6, 2028.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all issues and profits thereon and proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means Alyeska Title Guaranty Agency, whose address is 3801 Centerpoint Drive, Suite 102, Anchorage, AK 99503 and any substitute or successor trustees.



DEED OF TRUST
(Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST,
AND GRANTOR AGREES TO ITS TERMS.

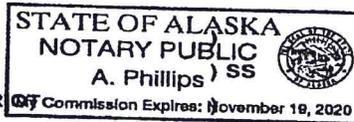
GRANTOR:

CONDOR PROPERTIES, LLC

By: David D. Hultquist
David D. Hultquist, Member of Condor Properties, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alaska
Third JUDICIAL DISTRICT



On this 6th day of June, 20 17, before me, the undersigned Notary Public, personally appeared **David D. Hultquist, Member of Condor Properties, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By A. Phillips Residing at Anchorage
Notary Public in and for the State of Alaska My commission expires 11/18/2020

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____ Beneficiary: _____
By: _____
Its: _____



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2020-054772-0

Recording Dist: 301 - Anchorage
11/16/2020 01:38 PM Pages: 1 of 13



WHEN RECORDED MAIL

TO:
First National Bank
Alaska
Corporate
Headquarters
101 West 36th
Avenue, Suite 333
PO Box 100720
Anchorage, AK
99510-0720

67567 TA/ATA

FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated November 12, 2020, among CONDOR PROPERTIES, LLC, an Alaska Limited Liability Company, whose address is 12570 OLD SEWARD HWY STE 204, ANCHORAGE, AK 99515-3506 ("Grantor"); First National Bank Alaska, whose address is Corporate Headquarters, 101 West 36th Avenue, Suite 333, PO Box 100720, Anchorage, AK 99510-0720 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Alyeska Title Guaranty, whose address is 3801 Centerpoint Dr. Ste 102, Anchorage, AK 99503 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in the Anchorage Recording District, Third Judicial District, the State of Alaska:

Lot 2, Checkpoint Subdivision, according to the official plat thereof filed under Plat No. 2012-96, in the records of the Anchorage Recording District, Third Judicial District, State of Alaska.

The Real Property or its address is commonly known as 000 WHISPERWOOD PARK DRIVE, ANCHORAGE, AK 99504.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**DEED OF TRUST
(Continued)**

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Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property as security for the Indebtedness. In addition to this assignment under common law, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower and Grantor shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property (this privilege is a license from Lender to Grantor automatically revoked upon default).

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such



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**DEED OF TRUST
(Continued)**

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laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, community property agreement or community property trust or other trust, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Alaska law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in



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(Continued)**

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connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a cash basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a



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(Continued)**

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year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note unless payment of interest at that rate would be contrary to applicable law, in which event such expenses shall bear interest at the highest rate permitted by applicable law from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice all at Grantor's expense, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to



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(Continued)**

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the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this



**DEED OF TRUST
(Continued)**

paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Grantor pay all the Indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness



**DEED OF TRUST
(Continued)**

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is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Foreclosure. With respect to all or any part of the Property, Trustee shall have the right to sell the Property pursuant to a non-judicial foreclosure sale and Trustee or Lender shall have the right to sell the Property upon judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. If the power of sale is invoked, Trustee shall execute a written notice of the occurrence of an Event of Default and of the election to cause the Property to be sold and shall record such notice in each Recording District in which the Property or some part of the Property is located. Trustee shall mail copies of the notice of default, in the manner provided by the laws of Alaska, to Grantor and to such other persons as the laws of Alaska prescribe. Trustee shall give notice of sale and shall sell the Property according to the laws of Alaska. After the lapse of time required by law following the recordation of the notice of default, Trustee, without demand on Grantor, may sell the Property at the time and place and under the terms designated in the notice of sale, in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender's or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made in the Trustee's deed. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees, and cost of title evidence; (b) to all sums secured by this Deed of Trust in such order as Lender, in Lender's sole discretion, directs; and (c) the excess, if any, to the person or persons legally entitled to the excess proceeds.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents



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**DEED OF TRUST
(Continued)**

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from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved or pending, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate unless payment of interest at that rate would be contrary to applicable law, in which event such expenses shall bear interest at the highest rate permitted by applicable law from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee (pursuant to Lender's instructions) are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall, upon default, have the right to sell the Property by notice and non-judicial sale, and Trustee or Lender shall have the right to sell the Property by judicial action and foreclosure sale, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and



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**DEED OF TRUST
(Continued)**

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acknowledged by Lender and recorded in the office for the Anchorage Recording District, Third Judicial District, State of Alaska. The instrument shall be executed and acknowledged by Lender or Lender's successor in interest, and shall contain, in addition to all other matters required by state law, the date this Deed of Trust was executed, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, the name and address of the successor trustee, and either an acknowledgment signed and acknowledged by the Trustee named in this Deed of Trust of a receipt of a copy of the instrument or an affidavit of service of a copy of the instrument on the Trustee. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Unless otherwise provided by applicable law, any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

FORCE PLACED INSURANCE. Borrower agrees that if Borrower fails to provide any required insurance or fails to continue such insurance in force, Lender may do so at Borrower's expense. In the event Lender initiates the process of obtaining such insurance Borrower agrees to pay Lender, in addition to the expense associated with the force placed insurance, a processing fee of \$125.00. Such fee is fully earned whenever Lender initiates such process regardless of whether the insurance is actually obtained by Lender. The cost of any such insurance and processing fee, at the option of the Lender shall be added to the indebtedness.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alaska without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Alaska.

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers,



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**DEED OF TRUST
(Continued)**

directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Alaska as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means First National Bank Alaska, and its successors and assigns.

Borrower. The word "Borrower" means HULTQUIST HOMES, INC. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.



**DEED OF TRUST
(Continued)**

Grantor. The word "Grantor" means CONDOR PROPERTIES, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means First National Bank Alaska, its successors and assigns.

Note. The word "Note" means the promissory note dated November 12, 2020, in the original principal amount of \$541,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Deed of Trust is November 12, 2032. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all issues and profits thereon and proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means Alyeska Title Guaranty, whose address is 3801 Centerpoint Dr. Ste 102, Anchorage, AK 99503 and any substitute or successor trustees.



DEED OF TRUST
(Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST,
AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

CONDOR PROPERTIES, LLC

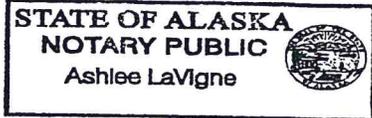
By: David D. Hultquist
DAVID D HULTQUIST, Member of CONDOR
PROPERTIES, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alaska)
) SS
Third JUDICIAL DISTRICT)

On this 13th day of November, 20 20, before me, the undersigned Notary Public, personally appeared DAVID D HULTQUIST, Member of CONDOR PROPERTIES, LLC, and known to me to be a member or designated agent of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By: Ashlee LaVigne Residing at Anchorage
Notary Public in and for the State of Alaska My commission expires 5/22/2022



REQUEST FOR FULL RECONVEYANCE
(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____ Beneficiary: _____
By: _____
Its: _____



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2020-054773-0

Recording Dist: 301 - Anchorage
11/16/2020 01:40 PM Pages: 1 of 14



WHEN RECORDED MAIL

TO:
First National Bank
Alaska
Corporate
Headquarters
101 West 36th
Avenue, Suite 333
PO Box 100720
Anchorage, AK
99510-0720

67567 T3A/ATAA

FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated November 12, 2020, among **CONDOR PROPERTIES, LLC**, an Alaska Limited Liability Company, whose address is 12570 OLD SEWARD HWY STE 204, ANCHORAGE, AK 99515 ("Grantor"); First National Bank Alaska, whose address is Corporate Headquarters, 101 West 36th Avenue, Suite 333, PO Box 100720, Anchorage, AK 99510-0720 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Alyeska Title Guaranty, whose address is 3801 Centerpoint Dr. Ste 102, Anchorage, AK 99503 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in the Anchorage Recording District, Third Judicial District, the State of Alaska:

Lot 2, Checkpoint Subdivision, according to the official plat thereof filed under Plat No. 2012-96, in the records of Anchorage Recording District, Third Judicial District, State of Alaska.

The Real Property or its address is commonly known as 000 WHISPERWOOD PARK DRIVE, ANCHORAGE, AK 99504.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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REVOLVING LINE OF CREDIT. This Deed of Trust secures the Indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Note and the line of credit has not been terminated, suspended or cancelled; the Note allows negative amortization.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property as security for the Indebtedness. In addition to this assignment under common law, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower and Grantor shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property (this privilege is a license from Lender to Grantor automatically revoked upon default).

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not



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be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, community property agreement or community property trust or other trust, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Alaska law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall



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maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due, except for the Existing Indebtedness referred to below, and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a cash basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender



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under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Deed of Trust, to the extent compliance with the terms of this Deed of Trust would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Deed of Trust for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to comply with any obligation to maintain Existing Indebtedness in good standing as required below, or to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note unless payment of interest at that rate would be contrary to applicable law, in which event such expenses shall bear interest at the highest rate permitted by applicable law from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect



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until such time as Borrower's Indebtedness shall be paid in full.

EXISTING INDEBTEDNESS. The following provisions concerning Existing Indebtedness are a part of this Deed of Trust:

Existing Lien. The lien of this Deed of Trust securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Deed of Trust by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice all at Grantor's expense, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender



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may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Grantor pay all the Indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.



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Death or Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Existing Indebtedness. The payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the promissory note evidencing such indebtedness, or a default occurs under the instrument securing such indebtedness and is not cured during any applicable grace period in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Property.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Foreclosure. With respect to all or any part of the Property, Trustee shall have the right to sell the Property pursuant to a non-judicial foreclosure sale and Trustee or Lender shall have the right to sell the Property upon judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. If the power of sale is invoked, Trustee shall execute a written notice of the occurrence of an Event of Default and of the election to cause the Property to be sold and shall record such notice in each Recording District in which the Property or some part of the Property is located. Trustee shall mail copies of the notice of default, in the manner provided by the laws of Alaska, to Grantor and to such other persons as the laws of Alaska prescribe. Trustee shall give notice of sale and shall sell the Property according to the laws of Alaska. After the lapse of time required by law following the recordation of the notice of default, Trustee, without demand on Grantor, may sell the Property at the time and place and under the terms designated in the notice of sale, in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender's or Lender's designee may purchase the Property at any sale.



**DEED OF TRUST
(Continued)**

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Trustee shall deliver to the purchaser Trustee's deed conveying the property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made in the Trustee's deed. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees, and cost of title evidence; (b) to all sums secured by this Deed of Trust in such order as Lender, in Lender's sole discretion, directs; and (c) the excess, if any, to the person or persons legally entitled to the excess proceeds.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved or pending, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate unless payment of interest at that rate would be contrary to applicable law, in which event such expenses shall bear interest at the highest rate permitted by applicable law from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost



**DEED OF TRUST
(Continued)**

Page 10

of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee (pursuant to Lender's instructions) are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall, upon default, have the right to sell the Property by notice and non-judicial sale, and Trustee or Lender shall have the right to sell the Property by judicial action and foreclosure sale, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office for the Anchorage Recording District, Third Judicial District, State of Alaska. The instrument shall be executed and acknowledged by Lender or Lender's successor in interest, and shall contain, in addition to all other matters required by state law, the date this Deed of Trust was executed, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, the name and address of the successor trustee, and either an acknowledgment signed and acknowledged by the Trustee named in this Deed of Trust or a receipt of a copy of the instrument or an affidavit of service of a copy of the instrument on the Trustee. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Unless otherwise provided by applicable law, any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

FORCE PLACED INSURANCE. Borrower agrees that if Borrower fails to provide any required insurance or fails to continue such insurance in force, Lender may do so at Borrower's expense. In the event Lender initiates the process of obtaining such insurance Borrower agrees to pay Lender, in addition to the expense associated with the force placed insurance, a processing fee of \$125.00. Such fee is fully earned whenever Lender initiates such process regardless of whether the insurance is actually obtained by Lender. The cost of any such insurance and processing fee, at the option of the Lender shall be added to the indebtedness.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of



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**DEED OF TRUST
(Continued)**

Page 11

Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alaska without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Alaska.

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Alaska as to all Indebtedness secured by this Deed of Trust.



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2020-054773-0

**DEED OF TRUST
(Continued)**

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means First National Bank Alaska, and its successors and assigns.

Borrower. The word "Borrower" means HULTQUIST HOMES, INC. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Deed of Trust.

Grantor. The word "Grantor" means CONDOR PROPERTIES, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means First National Bank Alaska, its successors and assigns.

Note. The word "Note" means the promissory note dated November 12, 2020, in the original principal amount of \$400,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Deed of Trust



DEED OF TRUST
(Continued)

is November 12, 2032. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all issues and profits thereon and proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means Alyeska Title Guaranty, whose address is 3801 Centerpoint Dr. Ste 102, Anchorage, AK 99503 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

CONDOR PROPERTIES, LLC

By: David D Hultquist
DAVID D HULTQUIST Member of CONDOR PROPERTIES, LLC

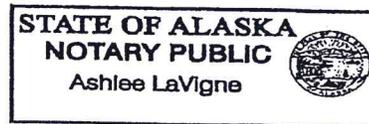
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alaska)
Third) SS
JUDICIAL DISTRICT)

On this 13th day of November, 2020, before me, the undersigned Notary Public, personally appeared **DAVID D HULTQUIST, Member of CONDOR PROPERTIES, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By Ashlee LaVigne
Notary Public in and for the State of Alaska

Residing at Anchorage
My commission expires 5/22/2022



**DEED OF TRUST
(Continued)**

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

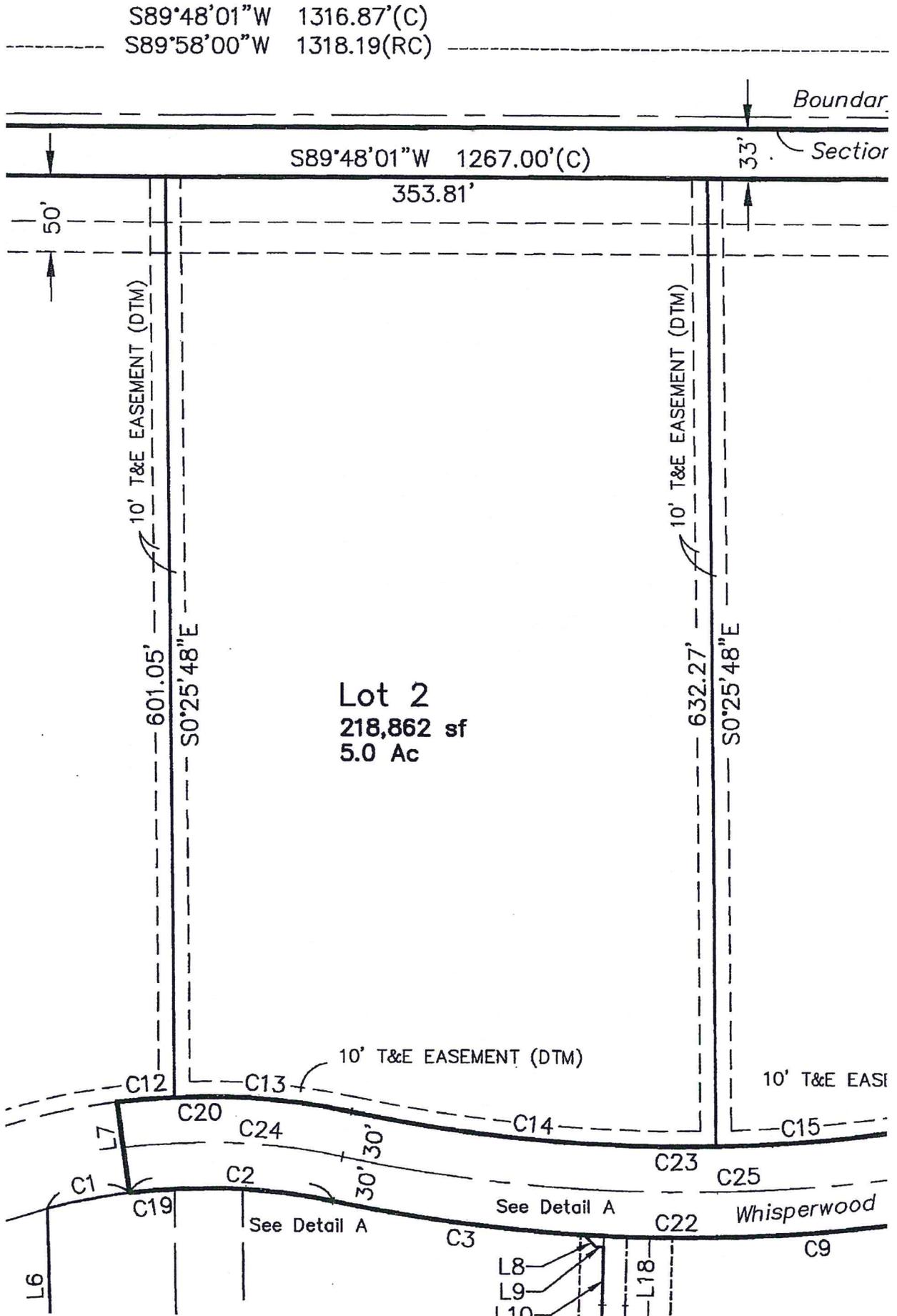
To: _____, Trustee

The undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____ Beneficiary: _____
By: _____
Its: _____

LaserPro, Ver. 18.3.10.00B Copr. Finastra USA Corporation 1997, 2020. All Rights Reserved. - AK c:\cfiwin\CFI\LPL\G01.FC TR-117396 PR 12





Notes:

1. Direct vehicular access from Lot 1, 2 & Tract A to Boundary Avenue is prohibited.
2. All lines are non-radial unless otherwise noted.
3. All lot corners set with 5/8" x 30" rebar with 1 1/4" yellow plastic cap unless otherwise noted. 1-1/2" aluminum caps on 5/8" x 30" rebar set on all street P.C.'s, P.T.'s and S.I.'s.
4. Distances shown to the foot are to that foot.
5. All distances are in feet.
6. Blanket Easement granted to Enstar Natural Gas Company recorded September 8, 2006 as Instrument No. 2006-061102-0, not shown on this plat and not dedicated by this plat.
7. Prior to development of Lots 1, 2 and Tract A, site plan approval shall be obtained from the Urban Design Commission to ensure conformance with Anchorage municipal Code 21.45.130.
8. All lots within the subdivision shall conform to the elevations and drainage patterns shown on the grading and drainage plan approved by the Municipality of Anchorage, as applicable.
9. The property owner and utilities shall not raise, lower, or re-grade the property in a manner that will alter the drainage patterns from those shown on the approved grading and drainage plan without prior approval from Municipality of Anchorage Building Safety Office.
10. Property owners and utilities shall not obstruct, impede or alter approved drainage facilities (e.g. swales, ditches) in any way that will adversely impact adjacent properties or rights of way.
11. The Homeowner's Association shall be responsible for year-round and all season operation, maintenance, and repair of private streets, storm drain, street lights and sidewalks common to Lots 3 and 4, in essence Ophir Drive and Skwentna Drive, and all associated costs. Maintenance shall include, but is not necessarily limited to, sweeping, vacuuming, snow plowing, snow removal, and sanding. The Municipality of Anchorage will not now or in the future accept and assume such responsibilities.
12. Public Road & Utilities Easement recorded February 11, 1969, Book 377 Page 310, not being dedicated by this plat.
13. Storm Sewer Easement granted to The Municipality of Anchorage recorded April 30, 1982, Book 726, Page 836, not dedicated by this plat.
14. Storm Drain Easement granted to the Municipality of Anchorage recorded May 20, 1982, Book 732, Page 782, not dedicated by this plat.
15. Easements 2005-056723-0, 2005-056724-0 & 2005-056725-0 are shown on this plat beginning 25.0' at S00°21'22"E from the recorded easement starting point description location.
16. Sanitary Sewer Easement granted to The Municipality of Anchorage recorded August 11, 2005 as Instrument No. 2005-056618-0, not dedicated by this plat. Not shown on this plat
17. Sanitary Sewer Easement granted to The Municipality of Anchorage recorded August 11, 2005 as Instrument No. 2005-056619-0, not dedicated by this plat. Not shown on this plat
18. Sanitary Sewer Easement granted to The Municipality of Anchorage recorded August 11, 2005 as Instrument No. 2005-056620-0, not dedicated by this plat. Not shown on this plat
19. Public Use Easement granted to The Municipality of Anchorage recorded August 12, 2005 as Instrument No. 2005-056723-0, not dedicated by this plat.
20. Public Use Easement granted to The Municipality of Anchorage recorded August 12, 2005 as Instrument No. 2005-056724-0, not dedicated by this plat.
21. Public Use Easement granted to The Municipality of Anchorage recorded August 12, 2005 as Instrument No. 2005-056725-0, not dedicated by this plat.
22. Right of way Easement granted to Chugach Electric Association recorded October 29, 2008 as Instrument No. 2008-060319-0, not dedicated by this plat. Not shown on this plat
23. The H.O.A. on Lot 3 is responsible for all maintenance and repairs of the private water main within the Shageluk Street P.U.E. and this will be reflected in the H.O.A. documents.
24. Roadway improvements on Tract A to Whisperwood Drive and Newell Street are to interim standards and, as interim improvements, are not accepted by the Municipality for maintenance and operations. As interim roadway improvements, the Property Owner filing this plat and identified herein is responsible for said maintenance and operations until such time as the roadways are brought to full standards and accepted by the Municipality of Anchorage
25. No building permits shall be applied for nor shall they be authorized on Tract A until such time as the owner of Tract A enters into an improvement to public place agreement or development agreement with the Municipality of Anchorage to design and construct Whisperwood Drive, Newell Street, and Takotna Street (the Public Use Easement south of Whisperwood Drive) on Tract A, and appurtenant public improvements, to full municipal standards according to Anchorage land use codes and regulations, design criteria, and construction standards at the time of application, and posting the requisite guarantee prescribed by Anchorage Municipal Code.
26. The home owners association is responsible for all costs incurred by the Anchorage Water and Wastewater Utility to protect buildings from damage where the utility is performing maintenance on any part of a service connection, including the keybox, that is located within fifteen (15) feet of any building foundation or structure.
27. The home owners association is responsible for maintenance, upkeep and restoration of all surface improvements within the public water easement. This includes restoration in the event of maintenance or reconstruction of the water infrastructure located within the easement conducted by the municipal water utility. Surface improvements include, but are not limited to, curb and gutter; pavement; street lighting and landscaping.
28. The home owners association is responsible for all costs incurred by the Anchorage Water and Wastewater Utility related to acquisition of access and reconstruction of surface improvements where the utility is performing maintenance on any part of water main and service connection, including the keybox, that is located outside the public water easement.
29. Public Use Easement granted to The Municipality of Anchorage recorded August 5, 2009 as Instrument No. 2009-052114-0, not dedicated by this plat. Not shown on this plat as it is covered by dedicated ROW.
30. Right of way Easement granted to Chugach Electric Association recorded October 28, 2008 as Instrument No. 2008-060237-0, not dedicated by this plat. Not shown on this plat

S4 GROUP
124 E 7th Ave.
ANCHORAGE, AK 99501

FIRM NAME
FIRM MAILING ADDRESS

SURVEYOR'S AFFIDAVIT

Plat title: Checkpoint SUBDIVISION, Lots 1-7 & 7A-5A

The above referenced subdivision plat as filed in the ANCHORAGE

Recording District under Plat file number 2012-97
has been revised as follows: DATE: 10/17/12

BY: ANNE S. BROWN, SURVEYOR

The above revision constitutes the sole change made to the plat aside from its notation in the revision block on the plat. The above revision does not influence any change of, ownership, drainage features, rights-of-way, or any other item which would adversely affect this or adjacent properties. I am therefore submitting this plat for re-filing as corrected.

Date 10/17/12 Registration Number LS-7625

[Signature]
Registered Land Surveyor



Departmental and Public Comments

RECEIVED

JUN 29 2023

CEA

Date: June 29, 2023

To: MOA Current Planning Division

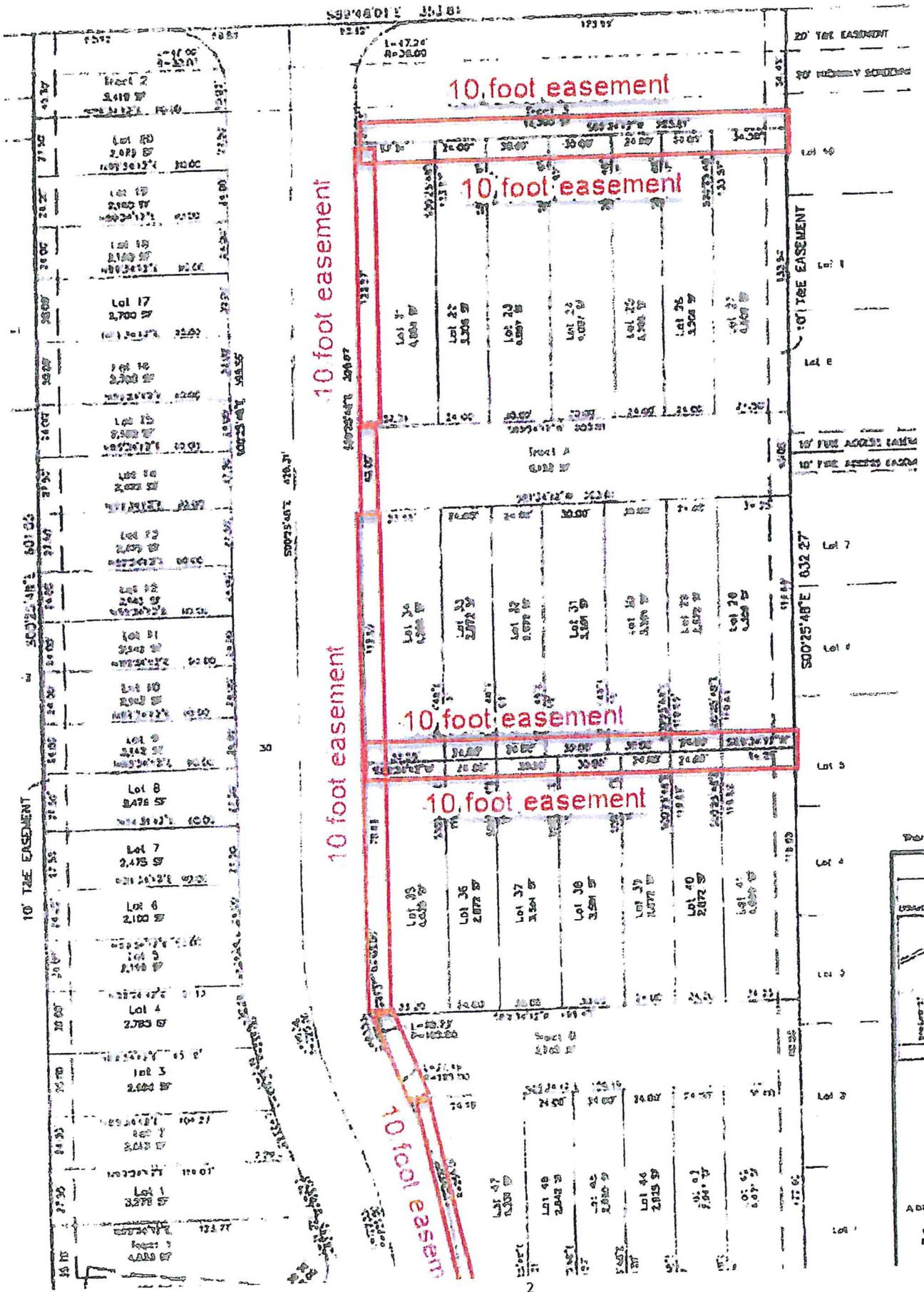
From: Chugach Electric Association, Inc. (Chugach)

Subject: MOA Case No. S-12732
Checkpoint Subdivision, Lot 2 (Plat 2012-96)
Preliminary Plat; Parent Lots 1A-7A, Tracts 1, 2, 3, A & B, Base Camp 907 Subd.

Chugach has the following comment:

1. Chugach has no objection to the preliminary plat to Parent Lots 1A-7A, Tracts 1, 2, 3, A & B, Base Camp 907 Subdivision, a re-subdivision Lot 2, Checkpoint Subdivision, Plat 2012-96.
2. A 10' T&E is required along the south property boundary of proposed Tract 3.
3. A 10' T&E is required along the north and west property boundaries of proposed Parent Lot 4A.
4. A 10' T&E is required along the west property boundary of proposed Tract A.
5. A 10' T&E is required along the south and west property boundaries of proposed Parent Lot 5A.
6. A 10' T&E is required along the north and west property boundaries of proposed Parent Lot 6A.
7. A 10' T&E is required along the west property boundary of proposed Tract B.
8. A 10' T&E is required along the west property boundary of proposed Parent Lot 7A.

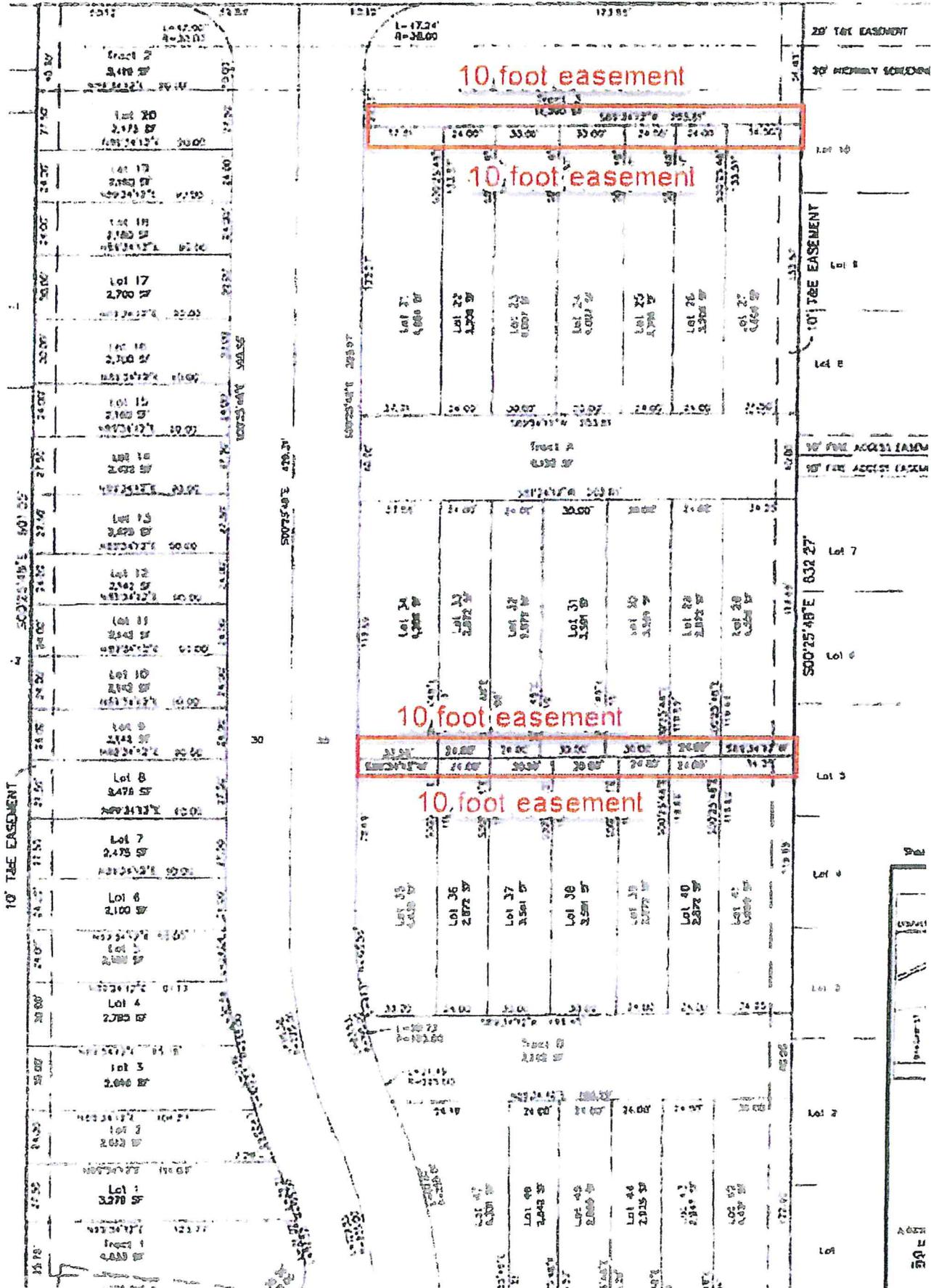
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CEA



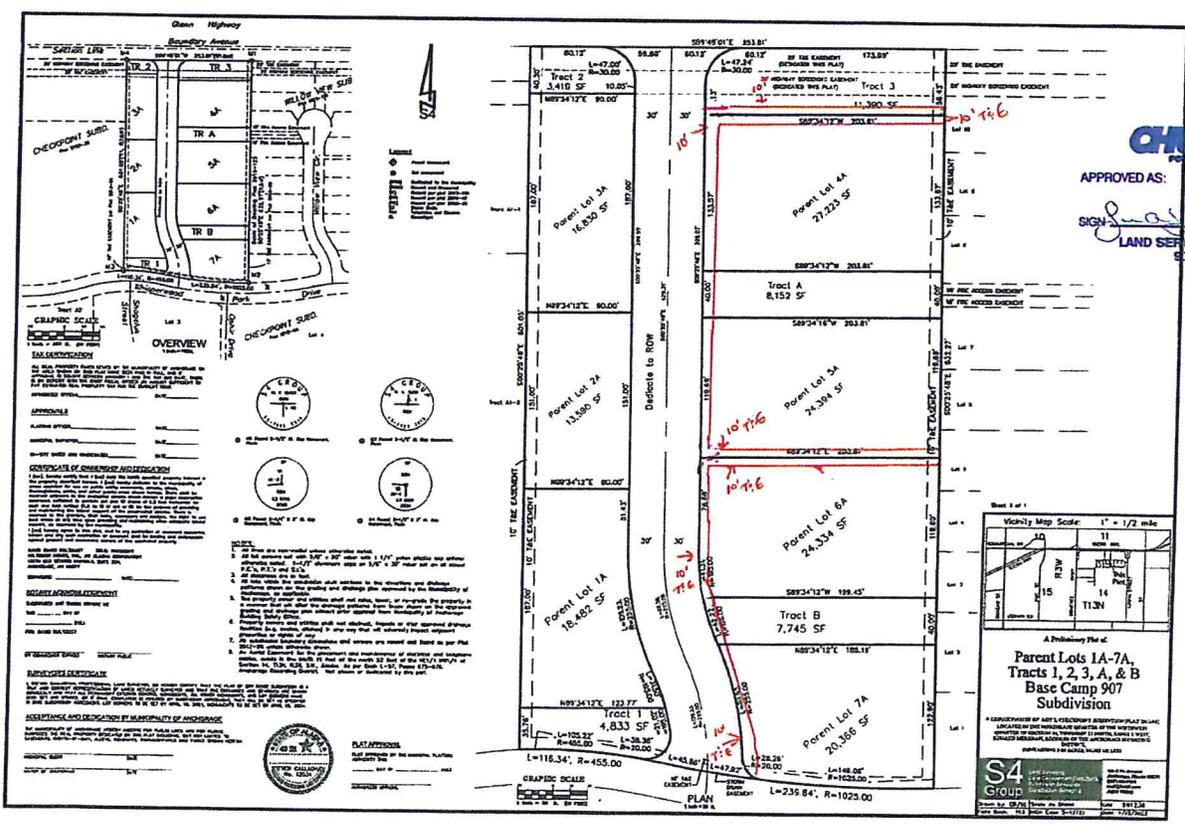
812732

CEA

5924801E 30.18



S12732
CEA



From: OSP Design Group <ospdesign@gci.com>
Sent: Wednesday, June 21, 2023 2:27 PM
To: Kimmel, Corliss A.; Blake, Lori A.
Cc: OSP Design Group
Subject: RE: S12732 Request for Reviewing Agency Comments
Attachments: S12732 Review of Agency Routing0.pdf

RECEIVED

JUN 21 2023

[EXTERNAL EMAIL]

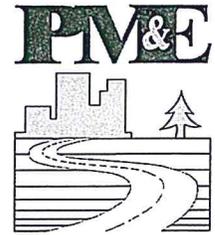
Corliss,

In review GCI has no comments or objections to the plat, attached is the signed plat for your records.

Thanks,
MIREYA ARMESTO
GCI | Technician II, GIS Mapping
m: 907-744-5166 | w: www.gci.com



Municipality of Anchorage
Project Management and Engineering
MEMORANDUM



RECEIVED

DATE: June 21, 2023

JUN 22 2023

TO: Dave Whitfield

FROM: Kyle Cunningham

SUBJECT: S12728, S12732, S12722 & S12733: Comments from Watershed Management Services.

Watershed Management Services (WMS) has the following comments for the July 19, 2023 Platting Board hearing.

- S12728 – Tract B, Moutainside Village Subdivision, Addition No. 1 (Plat No. 83-348);
 - WMS supports the vacation of the 50' creek maintenance easement to be replaced with the below plat note. The current easement does not follow the actual location of Little Survival Creek and replacing platted stream easements with plat notes is in line with current WMS and MOA guidance and practices.
 - Add Plat Note: There are streams located on this plat and the stream protection setbacks will be as specified in AMC 21.07.020 or as specified in future adopted provisions of AMC 21. Portions of streams contained within mapped wetlands are subject to setbacks as described in the Anchorage Wetlands Management Plan.
 - WMS has recently mapped additional streams on this plat and they will need to be shown on the final plat.
- S12732 – Lot 2, Checkpoint Subdivision (Plat 2012-96);
 - WMS has no comments on or objections to the request.
- S12722 - Lot 2, Checkpoint Subdivision (Plat 2012-96);
 - WMS has no comments on or objections to the request.
- S12733 - Tract A, Pioneer Estates (Plat 88-6);
 - WMS has no comments on or objections to the request.

MUNICIPALITY OF ANCHORAGE



Development Services Department
Private Development Section

Phone: 907-343-8301
Fax: 907-343-8200

Mayor Dave Bronson

MEMORANDUM

Comments to Preliminary Plat Applications/Petitions

DATE: June 28, 2023
TO: Francis McLaughlin, Senior Planner
FROM: Judy Anunciacion, Private Development Engineer
SUBJECT: Comments for Platting Authority
Case # S12732

Case No. S12732: A request to subdivide one (1) lot into seven (7) lots and five (5) tracts with vacation of a 30' highway screening easement and a 20' T&E easement (DTM), dedicated per plat 2012-96.

Legal Description: Lot 2, Checkpoint Subdivision (Plat 2012-96).

Roads: The subject parcels are adjacent to the following rights-of-way:

- Whisperwood Park Drive, to the south, is a local road.
- Boundary Avenue, to the north, is a Class I Collector.

Improvements:

No peripheral improvements are required on Whisperwood Park Drive.

Construct a 5-foot wide concrete sidewalk in accordance with AMC 21.08.050 Table 21.08-7 and Type I, barrier curb and gutter fully fronting and adjacent to the northern property boundary.

The internal public street (Venture Place) shall be constructed to Municipal Class A standards consisting of a 33-foot wide paved street (back of curb to back of curb), including Type I, barrier curb and gutter, on the east side of the public right-of-way.

Resolve the curb type on the west side of the public right-of-way with Private Development.

The private streets (Summit Court and Trek Court) shall be constructed as a 31-foot wide paved street (back of curb to back of curb) including Type II, rolled curb and gutter on both sides.

Dedication:

- Dedicate a 60-foot right-of-way for the internal street (Venture Place) from Whisperwood Park Drive to Boundary Avenue as shown on the preliminary plat.
- Dedicate 40-foot wide tracts for the private roads (Summit Court and Trek Court) as shown on the preliminary plat.

Subdivision Agreement Requirements:

Prior to final plat approval the petitioner shall enter into a subdivision agreement with Private Development for the required public Class A area improvements, to include the asphalt street, sidewalk, traffic control devices, street lights, street signs, monuments, drainage facilities and utilities.

Snow Removal:

Obtain a Memorandum of Understanding (MOU) between the Municipality of Anchorage and the Developer/HOA for all winter maintenance to include hauling snow from the public right-of-way. A right-of-way permit is required for the snow removal activities within the public right-of-way.

The petitioner shall include a plat note regarding street maintenance winter responsibilities for the public right-of-way (Venture Place). Resolve the plat note wording with MOA Right-of-Way.

Drainage:

Prior to final plat approval, submit to Private Development for review and approval a comprehensive site grading and drainage plan to resolve the need for drainage easements and drainage improvements and to demonstrate that all post development drainage patterns will not adversely impact adjacent properties or rights of way, and to include a suitable outfall. Required drainage improvements shall be designed in accordance with the Municipality of Anchorage Design Criteria Manual Chapter 2.

Plat Notes:

- The property owner and utilities shall not raise, lower, or re-grade the property in a manner that will alter the drainage patterns from those shown on the approved grading and drainage plan without prior approval from Municipality of Anchorage Building Safety Office
- Property owners and utilities shall not obstruct, impede or alter approved drainage facilities (e.g. swales, ditches) in any way that will adversely impact adjacent properties or rights of way.

Department Recommendations:

The Private Development Section has no objection to the proposed subdivision subject to the above recommendations and conditions.

Private Development has no objections to the vacation of the 30-foot highway screening easement and the 20-foot T&E easement.



MEMORANDUM

DATE: Revised June 23, 2023,

TO: Current Planning Division Supervisor.
Planning Department

THRU: Kristen A. Langley, Traffic Safety Section Supervisor,
Traffic Engineering Department

FROM: Randy Ribble, Assistant Traffic Engineer

SUBJECT: Traffic Engineering Department Comments

**S12732 Subdivide 1 lot and 7 lots and 5 tracts.
Vacation of 30-foot highway screen easement and 20-foot T&E easement
(DTM) dedicated per Plat 2012-96**

Lot 2, Checkpoint Subdivision

Traffic Engineering recommends approval of this platting action with the following comments.

Preliminary Plat

The proposed parcel is bounded to north by Boundary Avenue and to the south by Whisperwood Park Drive. Boundary Avenue is classified as collector roadway and managed by AKDOT&PF. Whisperwood is a local roadway maintained by Municipality of Anchorage.

Recommendations

- Dedicate 60 feet of right of way as currently shown on preliminary plat for through connection between Boundary Avenue and Whisperwood Park Drive.
- Dedicate 40 feet tracts for potential private roads as shown on preliminary plat.
- This platting action is current with a proposed unit lot subdivision S12722. Recommend plat not limiting width of driveways to not exceed 50% of unit lot widths.
- Provide Street lighting per AMC 21.08 and DCM Chapter 5 to provide required illumination at proposed street intersections.

Vacation of Existing Easements

Traffic has no objections for modifying and or removing exiting highway screening or utility easements as proposed on the preliminary plat.



THE STATE
of **ALASKA**
GOVERNOR MICHAEL J. DUNLEAVY

Department of Transportation and
Public Facilities

Program Development and Statewide Planning
Anchorage Field Office

RECEIVED

JUN 14 2023

4111 Aviation Avenue
P.O. Box 196900
Anchorage, AK 99519-6900
Main number: 907-269-0520
Fax number: 907-269-0521
Website: dot.alaska.gov

June 14, 2023

David Whitfield, Current Planning Manager
MOA, Community Development Department
Planning Division
P.O. Box 196650
Anchorage, Alaska 99519-6650

[Sent Electronically]

Re: MOA Plat Review

Dear Mr. Whitfield:

The Alaska Department of Transportation and Public Facilities (DOT&PF) has reviewed the following plats and has no comments:

- S12726 – 355 E 76th, Tract 1B and 2B, Stanley Industrial Subdivision Addition No 1
- S12728 - Steamboat Dr – Bre Estates Subdivision, Lots 1-9
- S12733 - 21576 Cheely Lane – Pioneer Estates West, Lots 1-7 and Tract A
- S12734 – 8025 Sundi Way – Sundi Lake Subdivision Block 2, Lots 13A, 13B, & 13C
- S12736 – 8460 Rovenna St – Campbell Creek Greenbelt Subdivision Addition No 12, Lots 82A-1, 82A-2, 82A-3, 82A-4 & 82A-5

The Alaska Department of Transportation and Public Facilities (DOT&PF) has reviewed the following plats and has the following comments:

- S12722 – Base Camp 907 Subdivision Lots 1-47 (Checkpoint Lot 2)
 - No objections to the proposed platting action
- S12732 – Base Camp 907 Subdivision, Parent Lots 1A-7A, Tracts 1, 2, 3, A&B, and Easement Vacation (Checkpoint Lot 2)
 - No objection to the proposed platting action.
 - No objection to the proposed easement vacation and realignment.
 - Please have applicant finalize their Approach Road Review with DOT&PF ROW for the new dedicated unnamed road through this subdivision. This may require amending the NDA plat note per Plat 2012-96 for Checkpoint Lot 2 to allow for vehicular access onto Boundary Ave.

- No direct vehicular access will be allowed for Tracts 2 and 3 onto Boundary Ave. All lots and tracts must take access from the new dedicated unnamed road and Tracts A and B.
- **S12730 – 30485 Eagle River Road – Eklutna Highland Estates Lots 1-4, Block 1, Lots 1-5, Block 2, and Tracts A, B, & C**
 - No objection to the proposed platting action
 - DOT&PF is **not** requiring a No Direct Access plat note for the proposed lots to Eagle River Road. However, it should be assumed and expected that access to Lots 2, 3, and 4, Block 1 will be from List Circle and access to Lots 1, 2, and 3, Block 2 will be from Prudhoe Bay Ave. All proposed lots will have to apply for a driveway permit from DOT&PF's ROW division for access onto Eagle River Road once the plat is finalized if they have no alternative access.
 - Subsequent development and subdivision of Tracts A, B, & C should be developed with consolidated access to Eagle River Road and internal circulation.

All properties accessing DOT&PF roads must apply to Right-of-Way for a driveway permit or approach road review, subject to provisions listed in 17 AAC 10.020. Any previously issued driveway permits become invalid once the property undergoes a platting action and must be reissued.

We recommend the petitioner verify all section line easements and DOT&PF road rights-of-way adjacent to their property. For assistance, the petitioner may contact the Engineering group within the Right of Way section in DOT&PF at (907) 269-0700. The petitioner is liable to remove any improvements within the easements and rights-of-way that impede the operation and maintenance of those facilities even if they are not shown on the plat, so it is in the petitioner's best interest to identify the exact locations and widths of any such easements or rights-of-way before they improve the property.

If any section line easements or road rights-of-way exist within the bounds of their plat, we recommend the petitioner dedicate them. If there is an existing right-of-way or easement, the petitioner is unable to develop that portion of the property yet continues to pay property taxes on it; dedicating will remove that cost to the petitioner.

If there are any questions regarding these comments please feel free to contact me at (907) 269-0522 or mark.eisenman@alaska.gov.

Sincerely,



Mark Eisenman
Anchorage Area Planner, DOT&PF

cc: Scott Thomas, P.E., Regional Traffic Engineer, Traffic Safety and Utilities, DOT&PF
Sean Baski, P.E., Highway Design Group Chief, DOT&PF
Jacob Ciuffo, P.E., Regional Hydrologist, Hydrology DOT&PF
Matt Walsh, Property Management Supervisor, DOT&PF
Corliss Kimmel, Office Associate, Current Planning, MOA
Lori Black, Office Associate, Current Planning, MOA
Devki Rearden, Engineering Associate, DOT&PF



RECEIVED

JUN 13 2023

June 13, 2023

Municipality of Anchorage
Planning Division
P.O. Box 196650
Anchorage, AK 99519-6650

SUBJECT: Request for Comments

Alaska Communications has reviewed the plats listed below and recommends the following:

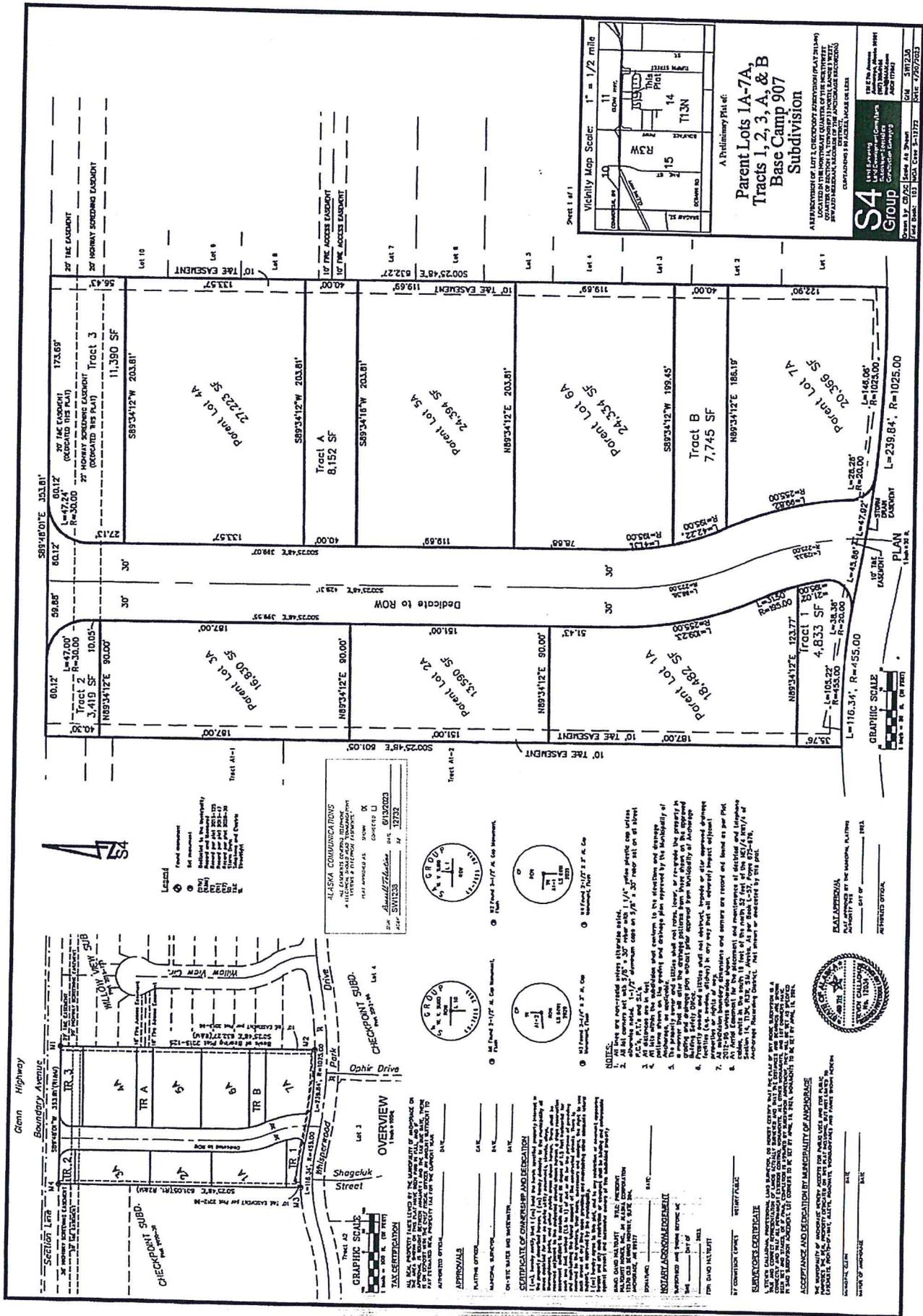
S12732 Base Camp 907 Subd., Parent Lots 1A-7A, Tracts, 1, 2, 3, A, & B
Alaska Communications has no objections.

Sincerely,

Russell Tolentino

Russell Tolentino

Network Engineer III
600 Telephone Ave, Anchorage, AK 99503
(d) 907-564-1423 | (e) 907-240-8753
russell.tolentino@acsalaska.com



S12732 JUL 10 2023

S4 GROUP

10150 Leaning Tower Drive
 Anchorage, Alaska 99516
 Phone: (907) 551-7315
 Fax: (907) 551-7316
 Website: www.s4group.com

Project: S12732
 Date: 7/10/23

Onsite



**Municipality of Anchorage
Development Services Department
Water and Wastewater Section**



MEMORANDUM

RECEIVED

JUN 12 2023

DATE: June 12, 2023
TO: Dave Whitfield, Current Planning Manager
FROM: Deb Wockenfuss, On-Site Water and Wastewater Section
SUBJECT: Comments on Cases due June 21, 2023

The On-Site Water & Wastewater Program has reviewed the following cases and has these comments:

S12728 Bri Estates Subdivision

Submit plans, data, tests and engineering reports to the Onsite Water and Wastewater Section that substantiates:

1. that there is adequate and safe potable water for each proposed lot and neighboring lots. This requirement was formerly in AMC 21 but has been removed. The Onsite Water and Wastewater Section recommends this investigation of water availability for proposed subdivisions to ensure that there is adequate water for domestic purposes. A proposed subdivision with more than 5 lots should have an aquifer test performed by a hydrogeologist.
2. the capability of the proposed lots to adequately dispose of wastewater, see AMC 15.65.405 for requirements.

The application states that the 100' septic easement will be vacated and a plat note used instead. The note is not required, AMC 15.65 Wastewater Code does allow separations less than 100' to surface water.

S12732 & S12722 Base Camp 907

No objection

S12733 Pioneer Estates West Subdivision

1. The wastewater system for the house is undersized. The system is to be upgraded, if necessary, prior to final plat approval.
2. The 2021 well permit is to be closed prior to final plat approval.
3. There appears to be cabins on the lot. These are to be removed or have approved water and wastewater facilities prior to final plat approval.

Submit plans, data, tests and engineering reports to the Onsite Water and Wastewater Section that substantiates:

1. that there is adequate and safe potable water for each proposed lot and neighboring lots. This requirement was formerly in AMC 21 but has been removed. The Onsite Water and Wastewater Section recommends this investigation of water availability for proposed subdivisions to ensure that there is adequate water for domestic purposes. A proposed subdivision with more than 5 lots should have an aquifer test performed by a hydrogeologist.
2. the capability of the proposed lots to adequately dispose of wastewater, see AMC 15.65.405 for requirements.

Blake, Lori A.

From: Walters, Michael S.
Sent: Wednesday, June 21, 2023 5:22 PM
To: Blake, Lori A.; Kimmel, Corliss A.
Subject: S12732 Request for Reviewing Agency Comments

RECEIVED

JUN 22 2023

All:

ROW has the following comments for case number S12732:

Snow Removal:

Obtain a Memorandum of Understanding (MOU) between the Municipality of Anchorage and the Developer/HOA for all winter maintenance to include hauling snow from the public right-of-way. A right-of-way permit is required for the snow removal activities within the public right-of-way.

Regards,

Michael S Walters
Senior Plan Reviewer
Right of Way Section
michael.walters@anchorageak.gov
Office: 907-343-8226
Cell: 907-727-7637
Fax: 907-249-7910

#ANCWORKS!

An online tool for Anchorage





ENSTAR Natural Gas Company, LLC
Engineering Department, Right of Way Section
401 E. International Airport Road
P. O. Box 190288
Anchorage, Alaska 99519-0288
(907) 277-5551
FAX (907) 334-7798

June 7, 2023

RECEIVED

JUN 07 2023

Municipality of Anchorage, Planning Division
PO Box 196650
Anchorage, AK 99519-7943

To whom it may concern:

ENSTAR Natural Gas Company has reviewed the following long plats and has no comments or recommendations.

- **PARENT LOTS 1A-7A, TRACTS 1,2,3, A, & B BASE CAMP 907 SUBDIVISION**
MOA Case # (S12732)
- **LOTS 1-47, BASE CAMP 907 SUBDIVISION**
MOA Case # (S12722)

If you have any questions, please feel free to contact me at 334-7944 or by email at james.christopher@enstarnaturalgas.com.

Sincerely,

James Christopher

James Christopher
Right of Way & Compliance Technician
ENSTAR Natural Gas Company, LLC

MUNICIPALITY OF ANCHORAGE



Development Services Department
Addressing email: addressing@muni.org

Phone: 907 343-8466

Fax: 907 249-7868

RECEIVED

Mayor Dave Bronson

MAY 31 2023

S-12732, BASE CAMP 907 SUBDIVISION, TRs 1, 2, 3, A, & B, PARENT LOTS 1A-7A, SW1238

- a. In platted PLAN area:
 - i. Include Street Name for Dedicated ROW.
- b. In OVERVIEW area:
 - i. Include Street Name for Dedicated ROW.
- c. In Title Block:
 - i. Correct MOA Case to S-12732

Regards,

Todd Burns
MOA Addressing
907.343.8244

Kimmel, Corliss A.

State Fire Marshal

From: Walters, Sharon M.
Sent: Tuesday, May 30, 2023 11:48 AM
To: Kimmel, Corliss A.
Subject: FW: S12732 Request for Reviewing Agency Comments

RECEIVED

MAY 30 2023

From: Fisher, Timothy W (DPS) <timothy.fisher@alaska.gov>
Sent: Tuesday, May 30, 2023 11:47 AM
To: Kimmel, Corliss A. <corliss.kimmel@anchorageak.gov>; Blake, Lori A. <lori.blake@anchorageak.gov>
Cc: Walters, Sharon M. <Sharon.Walters@anchorageak.gov>
Subject: RE: S12732 Request for Reviewing Agency Comments

[EXTERNAL EMAIL]

Hey Lori and Corliss;

This is in Northeast, Anchorage, which is out of our Jurisdiction, but if not...a review would be required as it is more than 4 units, but not objection as it is Deferred to Anchorage.

Alaska State Fire Marshals Office has no objections on this lot separations. One, Two, and Three Family Dwellings are not reviewable until a Four Plex or Four Units within 20' of each other or Other commercial businesses on the properties.

This did not stipulate as to the structures...except it appears to be single family homes and not commercial businesses thus no objections.

Take care;

Tim

Plans Examiner II
www.akburny.com ,
Plan Review Bureau
SOA, DPS, DFLS

From: Walters, Sharon M. <Sharon.Walters@anchorageak.gov>
Sent: Tuesday, May 30, 2023 9:16 AM
Cc: Walters, Sharon M. <Sharon.Walters@anchorageak.gov>
Subject: S12732 Request for Reviewing Agency Comments

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello all. Attached please find our Routing Coversheet for the above referenced Long Plat Case No. S12732 which is scheduled as a Public Hearing before the Platting Board on 07/19/2023. Routing material can be viewed by clicking on the link below, scrolling to bottom of page and selecting S12732 Reviewing Agency Routing. **PLEASE REMIT COMMENTS EITHER BY MAIL OR EMAIL AS FOLLOWS:** by email to Corliss Kimmel & Lori Blake (corliss.kimmel@anchorageak.gov & lori.blake@anchorageak.gov) or by USPS to the address listed in the upper right hand corner of the Routing Cover Sheet.

Affidavit of Posting



AFFIDAVIT OF POSTING

CASE NUMBER: 512732

I, Kate Savel hereby certify that I have posted a Notice as prescribed by Anchorage Municipal Code 21.03.020H.5. on the property that I have petitioned for long plat subdiv.. The notice was posted on 6/2/23 which is at least 21 days prior to the public hearing on this petition. I acknowledge this Notice(s) must be posted in plain sight and displayed until all public hearings have been completed.

Affirmed and signed this 5 day of June, 20 23.

Kate Savel
Signature

LEGAL DESCRIPTION

Tract or Lot: 112131A, B

Block: _____

Subdivision: Base Camp 907 Subdivision



