PARID: 01018119000 LUC: 103
MOA/TAX DEED 4011 WISPEN CIR TAX YEAR: 2024

Property Information

Property Location: 4011 WISPEN CIR
Class: R - Residential

Use Code (LUC): 103 - Residential 3 Family

Condo/Unit #:

 Tax District:
 03

 Zoning:
 R2A

 Plat #:
 78-33

 HRA #:
 000000

 Grid #:
 SW1726

Deeded Acres:

Square Feet: 8,566

Legal Description: WISPEN LAKE MANOR

BLK 1 LT 5

Economic Link: No

Show Parcel on Map

Owner

Owner MOA/TAX DEED

Co-Owner

Care Of REAL ESTATE SERVICES

Address PO BOX 196650

City / State / Zip ANCHORAGE, AK 99519

Deed Book/Page //

Tax Information

Parcel	Roll Type	Tax Cycle DID Year	Gross Tax Amount	Res Exemption	Sr/Vet Exemption	IPC Billed	Paid Amount	Net Due	Interest Due	Penalty Due	Costs Due	Total Due	Due Date
01018119000	RP	2024 1	4,022.53			.00	.00	4,022.53	.00	.00	.00	4,022.53	06/30/2024
01018119000	RP	2024 2	4,022.53			.00	.00	4,022.53	.00	.00	.00	4,022.53	08/31/2024
01018119000) RP	2023 1	3,916.90			.00	.00	3,916.90	394.94	391.69	.00	4,703.53	06/30/2023
01018119000	RP	2023 2	3,916.90			.00	.00	3,916.90	329,66	391.69	.00	4,638.25	08/31/2023
01018119000) RP	2022 1	3,751.95			.00	.00	3,751.95	595.60	375.20	140.00	4,862.75	07/31/2022
01018119000	RP	2022 2	3,751.95			.00	.00	3,751.95	561.21	375.20	.00	4,688.36	09/30/2022
01018119000	RP	2021 1	7,656.69			.00	.00	7,656.69	1,605.73	765.67	140.00	10,168.09	06/15/2021
01018119000	RP	2020 1	7,164.90			1,772.18	-3,240.25	5,696.83	982.66	.00	40.00	6,719.49	07/15/2020
01018119000	RP	2019 1	6,763.22			1,153.58	-7,916.80	.00	.00	.00	.00	.00	06/15/2019
01018119000	RP	2018 1	6,678.08			993.87	-7,671.95	.00	.00	.00	.00	.00	06/15/2018
01018119000	RP	2017 1	6,429.99			44.13	-6,474.12	.00	.00	.00	.00	.00	06/15/2017
01018119000	RP	2016 1	6,247.84			352.16	-6,600.00	.00	.00	.00	.00	.00	06/15/2016

Make a Payment

Assessed Value

Tax Year	Roll Type	LUC	Class	Land	Building	Total Appraised
2024	RP	103	R	101,800	396,500	498,300

Taxable Value

Net Taxable Value 498,300

Land Summary

Land Line #	Zoning	Size (Square Feet)	NBHD
1	R2A	8,566	20F20

Land Characteristics

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

Residential Card Summary

Card/Building:	1
Stories:	2 - Two story above ground level
Condition:	7 - Average
Grade:	C
Exterior Wall:	1 - WOOD
Style:	02 - BI-LEVEL
Year Built:	1981
Effective Year:	1983
Square Feet of Living Area:	2952
Total Rooms:	12
Bedrooms:	7
Full Baths:	4
Half Baths:	0
Additional Fixtures:	4
Heating:	2 - CENTRAL
Fuel Type:	2 - NATURAL GAS

Sections

Card #	Addition #	Description	Area
1	0		960
1	1	SECOND STORY ADDITION	1,992
1	2	ATTACHED GAR	960
1	3	DECK	148
1	4	DECK	120

Entrances

Visit Date:	Measure Date:	Entrance Source:
30-JUN-2009		0-Land Characteristics Inspection
11-JUN-2012		9-Quick Re-Inventory Inspection
21-OCT-2021		9-Quick Re-Inventory Inspection

Appraised Value History

Tax Year	Roll Type	LUC	Class	Land	Building	Total Appraised	
2024	RP	103	R	101,800	396,500	498,300	
2023	RP	103	R	101,800	358,200	460,000	
2022	RP	103	R	101,700	343,900	445,600	
2021	RP	103	R	101,700	323,200	424,900	
2020	RP	103	R	101,700	317,300	419,000	
2019	RP	103	R	101,700	311,700	413,400	
2018	RP	103	R	103,800	303,400	407,200	
2017	RP	103	R	98,500	312,100	410,600	



MOA PROPERTY REPORT

PAGE 1

Data Updated as of: January 22, 2023 3:38 AM

Address: 4011 WISPEN CIR Legal Description: WISPEN LAKE MANOR BLK 1 LT 5

Plat Number: 780033 **Grid: Lot Size:** 0.2 acres (8,566 ft²)

Property Tax Portal: https://property.muni.org/Datalets/Datalet.aspx?UseSearch=no&pin=01018119000

State of Alaska Plat Search: http://dnr.alaska.gov/ssd/recoff/search/platmenu



TAX DISTRICT 3

Service Area	Service Area Classification
Police	Anchorage Metropolitan Police SA
Fire	Anchorage Fire Service Area
Building Safety Service	Anchorage Building Safety Service Area (ABSSA)
Parks	Anchorage Parks & Recreation SA
Road	Anchorage Roads and Drainage SA
Streetlights	Anchorage Roads and Drainage SA

Tax District Map:



MOA PROPERTY REPORT

PAGE 2

Data Updated as of: January 22, 2023 3:38 AM

PLANNING	
Zoning District: R-2A	2040 Land Use Designation: Single Family and Two Family
Zoning Improvement Area: Class A	Zoning District Type: Two Family Residential
Zoning Map: https://muniorg.maps.arcgis.com/apps/weba	perty/PropertyReview?searchKey=desc&searchValue=01018119000 appviewer/index.html?id=e7c3d7a43f2e4924b23d36fd1500bb01&find=01018119000 ebappviewer/index.html?id=4b8d89792820483c81b41c874eb5e843&find=01018119000
Comprehensive Plan: Anchorage Anchorage 2040 Land Use Plan: http://www.muni.or	g/Departments/OCPD/Planning/Publications/Pages/Anchorage2040LandUsePlan.aspx
Other Plans: yes: ono:	
https://muniorg.maps.arcgis.com/apps/webappviewer/index.l	ntml?id=eelabf76a6394fdcb1057524831143e0&find=01018119000
Wetland Classification: None http://www.anchoragestormwater.com/maps.html	
BUILDING SAFETY	Service Area: Inside $oxdot$ Outside $oxdot$
Building Permit Portal: https://bsd.muni.org/inspandrev	view/ParcelInfo.aspx?parcelno=01018119000
Wind Zone: I 2 2 3 1 https://muniorg.maps.arcgis.com/apps/webappviewer/index.l	4 None None ntml?id=cbef6b9160394df0ab2b8d96b64c9b1e&find=01018119000
Flood Review Required: All Some	_
	w
Water and Sewer	
AWWU Customer: Water Sewer Anchorage Water and Wastewater: https://www.awwells or Septic Information: Wells & Septic Document Search: http://opsite.ci.ar	



MOA PROPERTY REPORT

Data Updated as of: January 22, 2023 3:38 AM

ADDITIONAL INFORMATION

Nitrate Map: https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=6c3acc5dca8244a891f954f0e7f75496&find=01018119000

Soil Boring Map: https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=ff7c8f704663452096705a716c14b1f3&find=01018119000

MOA MapIt Link: https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=f0bef139a7584820ad9d60c9eeea8a5f&find=01018119000

POLITICAL BOUNDARIES

Assembly District:

Community Council: **Turnagain**

Representative Lookup Map: https://muniorg.maps.arcgis.com/apps/ZoneLookup/index.html?appid=868cbf13fd3144b3a431eed89b48f911&find=01018119000&findSource=2



LITIGATION GUARANTEE

ISSUED BY STEWART TITLE GUARANTY COMPANY

SUBJECT TO THE LIMITATIONS CONTAINED HEREIN, THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE.

STEWART TITLE GUARANTY COMPANY

GUARANTEES

the Assured named in Schedule A against loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, as of Date of Guarantee shown in Schedule A.

- 1. The title to the herein described estate or interest is vested in the vestee named in Schedule A.
- 2. Except for the matters shown in Schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority.
- 3. (a) The current interest holders claiming some right, title or interest by reason of the matters shown in Part II of Schedule B are as shown therein. The vestee named in Schedule A and parties claiming to have some right, title or interest by reason of the matters shown in Part II of Schedule B may be necessary parties defendant in an action, the nature of which is referred to in Schedule A. (b) The current interest holders claiming some right, title or interest by reason of the matters shown in Part I of Schedule B may also be necessary parties defendant in an action, the nature of which is referred to in Schedule A. However, no assurance is given hereby as to those current interest holders.
- 4. The return address for mailing after recording, if any, as shown on each and every document referred to in Part II of Schedule B by specific recording information, and as shown on the document(s) vesting title as shown in Schedule A are as shown in Schedule C.

THIS LITIGATION GUARANTEE IS FURNISHED SOLELY FOR THE PURPOSE OF FACILITATING THE FILING OF THE ACTION REFERRED TO IN SCHEDULE A. IT SHALL NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSE.

In witness whereof, Stewart Title Guaranty Company has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

Authorized Countersignature Stewart Title of Alaska 480 E 36th Ave

Anchorage, AK 99503

TEXAS TEXAS

Frederick H. Eppinger President and CEO

> David Hisey Secretary

File No: 2107186 Litigation Guarantee - CLTA Form 1 (Rev. 12-16-92)

GUARANTEE CONDITIONS AND STIPULATIONS

- 1. **Definition of Terms –** The following terms when used in this Guarantee mean:
 - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
 - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
 - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
 - (e) "date": the effective date:
- 2. Exclusions from Coverage of this Guarantee The Company assumes no liability for loss or damage by reason of the following:
 - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
 - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
 - (d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances. (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
- 3. Notice of Claims to be Given by Assured Claimant An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required, provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
- 4. No Duty to Defend or Prosecute The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
- 5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
 - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
 - (b) If the Company elects to exercise its option as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
 - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
 - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
- 6. Proof of Loss or Damage In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated

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Guarantee Serial No.: G-2226-105013

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by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

- 7. Options to Pay or Otherwise Settle Claims; Termination of Liability In case of a claim under this Guarantee, the Company shall have the following additional options:
 - (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such Purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of the indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its option under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To Pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. **Determination and Extent of Liability –** This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.
- Limitation of Liability --
 - (a) If the Company establishes the title or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
 - (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
 - (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.
- 10. Reduction of Liability or Termination of Liability All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to paragraph 5 shall reduce the amount of liability pro tanto.
- 11. Payment of Loss -
 - (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
 - (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.
- **12. Subrogation Upon Payment or Settlement –** Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of

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Guarantee Serial No.: G-2226-105013

File No: 2107186

subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest and costs of collection.

- 13. Arbitration Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provisions or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgement upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The law of the situs of the land shall apply to an aribitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.
- 14. Liability Limited to This Guarantee; Guarantee Entire Contract -
 - (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
 - (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
 - (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.
- **15. Notices, Where Sent –** All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029, Houston, Texas 77252-2029.

File No: 2107186 Litigation Guarantee - CLTA Form 1 (Rev. 12-16-92)

LITIGATION GUARANTEE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Prepared by:

Title Officer: Nichole Smith

File No.: 2107186 Guarantee No.: G-2226-105013

Date of Guarantee: July 26, 2023 at 8:00AM

Liability Amount: \$28,000.00 Fee: \$263.00

1. Name of Assured:

Municipality of Anchorage

2. The Litigation Guarantee is furnished solely for the purposes of facilitating the filing of an action to:

Foreclose Municipality of Anchorage Taxes

3. The estate or interest in the land hereinafter described or referred to covered by this Guarantee is:

FEE SIMPLE

4. Title to said estate or interest at the date hereof is vested in:

Heirs and devisees of Lorraine P. Helms, deceased, subject to the administration of the estate of said decedent

5. The Land referred to in this Guarantee is situated in the State of Alaska, District of Anchorage, and is described as follows:

See Exhibit "A" Attached Hereto

File No: 2107186 AK Litigation Guarantee

LITIGATION GUARANTEE EXHIBIT "A" LEGAL DESCRIPTION

ISSUED BY STEWART TITLE GUARANTY COMPANY

File No.: 2107186 Guarantee No.: G-2226-105013

Lot 5, Block 1, WISPEN LAKE MANOR, according to the official plat thereof, filed under Plat No. 78-33, in the records of the Anchorage Recording District, Third Judicial District, State of Alaska.

File No: 2107186 AK Litigation Guarantee

LITIGATION GUARANTEE SCHEDULE B

ISSUED BY STEWART TITLE GUARANTY

File No.: 2107186 Guarantee No.: G-2226-105013

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 - Proceedings by a public agency which may result in taxes or assessments or notices of such proceedings whether or not shown by the records of such agency or by the public records.
- 2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 3. Easements, claims of easements, or encumbrances which are not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose and which are not shown by the public records.
- 5. a. Unpatented mining claims;
 - b. Reservations or exceptions in patents or in Acts authorizing the issuance thereof;
 - C. Water rights, claims, or title to water, whether or not the matters excepted under (1), (2) or (3) are shown by the public records.
- 6. Rights of the state or federal government and/or public in and to any portion of the land for right of way as established by federal statute RS 2477 (whether or not such rights are shown by recordings of easements and/or maps in the public records by the State of Alaska showing the general location of these rights of way).
- 7. Any lien or right to lien, for services, labor or material heretofore or hereafter furnished imposed by law and not shown by the public records.
- 8. Rights or claims of parties in possession not shown by the Public Records.
- 9. Easements, or claims, of easement, not shown by the Public Records.
- 10. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Land.
- 11. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 12. Taxes or special assessments which are not shown as existing liens by the Public Records.
- 13. (a) Unpatented mining claims;
 - (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof;
 - (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 14. Rights of the state or federal government and/or public in and to any portion of the land for right of way as established by federal statute RS 2477 (whether or not such rights are shown by recordings of easements and/or maps in the public records by the State of Alaska showing the general location of these rights of way).
- 15. Reservations and exceptions as contained in the United States Patent and/or in Acts authorizing the issuance thereof.

AK Litigation Guarantee

File No: 2107186

LITIGATION GUARANTEE SCHEDULE B

ISSUED BY STEWART TITLE GUARANTY

- 16. 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.
- 17. Taxes and/or assessments due the Municipality of Anchorage, as shown on the report attached hereto and made a part thereof-REPORT TO FOLLOW
- 18. Covenants, conditions, reservations and restrictions, including the terms and provisions thereof, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenant, condition or restriction violates 42 USC 3604 (c), as contained in an instrument:

Recorded: April 13, 1973 in Book 453 at Page 709

19. Easement for electrical transmission and/or telephone distribution and incidental purposes, including terms and provisions thereof:

Granted To: Chugach Electric Association, Inc.

Recorded: September 18, 1973 in Book 219 at Page 281

Affects: As described therein

- 20. All matters shown on the plat filed under Plat No. <u>78-33</u> located in the Anchorage Recording District, Third Judicial District, State of Alaska.
- 21. Covenants, conditions, reservations and restrictions, including the terms and provisions thereof, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenant, condition or restriction violates 42 USC 3604 (c), as contained in an instrument:

Recorded: April 14, 1978 in Book 288 at Page 557

22. Deed of Trust, including terms and provisions thereof, securing the amount shown together with any other amounts due thereunder:

Trustor: Gale G. Helms and Lorraine P. Helms Trustee: Security Title & Trust Co. of Alaska Beneficiary: First National Bank of Anchorage

Amount: \$110,000.00, together with any other amounts due thereunder

Recorded: April 26, 1983 in Book 883 at Page 278

23. Easement, including terms and provisions thereof, for the purpose set out therein:

Granted To: Anchorage, a municipal corporation For: Maintenance of slopes and related purposes Recorded: August 29, 1994 in Book 2698 at Page 906

Affects: As described therein

24. The effect of that certain instrument entitled "Findings of Fact, Conclusions of Law, Judgment and Decree" regarding delinquent taxes and special assessments for the year indicated and prior years, entered in the case set out below:

Case No.: 3AN-21-04880 CI

Tax Year: 2020

Recorded :June 30, 2021 as Instrument No. 2021-036427-0

25. The effect of that certain instrument entitled "Findings of Fact, Conclusions of Law, Judgment and Decree" regarding delinquent taxes and special assessments for the year indicated and prior years, entered in the case set out below:

File No: 2107186 AK Litigation Guarantee

LITIGATION GUARANTEE SCHEDULE B

ISSUED BY STEWART TITLE GUARANTY

Case No.: 3AN-22-04985 CI

Tax Year: 2021

Recorded :June 9, 2022 as Instrument No. 2022-021656-0

- 26. Debts, claims, expenses of administration, Federal Estate Taxes, if any, due in the matter of the Estate of Lorraine P. Helms, Deceased.
- 27. The effect of the Quitclaim Deed recorded April 4, 2022 as Instrument No. 2022-012883-0.

NOTE: The Grantor at the time was the subject of protective proceedings under court case number 3PA-21-00830PR and the Grantee signed as attorney-in-fact to a Trust wherein said attorney-in-fact was the Trustee giving the appearance of a self-serving conveyance not sanctioned by the court.

- 28. The right, title and interest of 42143 Trust as disclosed by Quitclaim Deed recorded April 4, 2022 <u>as Instrument No. 2022-012883-</u>0.
- 29. Any bankruptcy proceeding not disclosed by the acts that would afford notice as to said land, pursuant to Title 11, U.S.C. 549 (c) of the Bankruptcy Reform Act of 1978 and amendments thereto
- 30. Occupant(s) or any parties whose rights, interests or claims are not shown by the public records but which could be ascertained by an inspection of the land described above or by making inquiry of persons in possession thereof, including but not limited to, any lien or right to a lien for services, labor or material theretofore or hereafter furnished.

NOTE: The Deed to Lorraine P. Helms recorded July 22, 2011 <u>as Instrument No. 2011-033864-0</u> and the Deed to 42143 Trust recorded April 4, 2022 <u>as Instrument No. 2022-012883-0</u> are the only deeds affecting the herein described land within the last 24 months.

END OF EXCEPTIONS

NOTE: Attention is called to the Military Reservist Relief Act of 1991 (sec. 800 to 810, Military and Veterans Code), and the Servicemembers Civil Relief Act of 2003 (50 U.S.C. Appendix, seq. 501 et seq) which replaces Soldiers' and Sailors' Civil Relief Act of 1940 and amendments thereto, which contain inhibitions against the sale of land under a Deed of Trust if the owner is entitled to the benefits of said acts. Also, federal law may require a judicial foreclosure, subject to applicable redemption rights, to cut off a junior United States judgment.

File No: 2107186 AK Litigation Guarantee

LITIGATION GUARANTEE SCHEDULE C

ISSUED BY STEWART TITLE GUARANTY

File No.: 2107186 Guarantee No.: G-2226-105013

Said necessary parties (other than those having a claim or interest by reason of matter as shown in Exceptions numbered 1-30) to be made defendants in said action to be brought by

Municipality of Anchorage

as plaintiff, are as follows:

Heirs and devisees of Lorraine P. Helms, deceased 42143 Trust, Aaron J. Helms, Trustee First National Bank of Anchorage, now known as First National Bank Alaska

File No: 2107186 AK Litigation Guarantee

Recording Dist: 301 - Anchorage 7/22/2011 2:16 PM Pages: 1 of 2



QUITCLAIM DEED

The GRANTOR: 42143 TRUST, AARON J. HELMS TRUSTEE, whose address is 4999 E. Welch Rd., Wasilla, AK. 99654, for and in consideration of the sum of TEN DOLLARS (\$10), lawful money of the United States, and other good and valuable consideration, the receipt of which is hereby acknowledged, CONVEYS and QUITCLAIMS to GRANTEE: LORRAINE P. HELMS, a single woman, whose address is 4999 E. Welch Rd., Wasilla, AK. 99654, and to her successors and assigns, all RIGHT, TITLE, and INTEREST, which Grantor has in the following described real property situate in the Anchorage Recording District, Third Judicial District, State of Alaska, to-wit:

> Lot Five (5), Block One (1), WISPEN LAKE MANOR SUBDIVISION, Plat No. 78-33, Recorded in the Anchorage Recording District, Third Judicial District, State of Alaska.

Previous deeds, pertaining to this property are recorded on February 2, 2006, at Reception # 2006-007061-0, and #2006-007054-0.

Trustee and initial Settlor hereby certify and confirm this conveyance. DATED this 13th day of June , 2011. **GRANTOR:** TRUSTEE **42143 TRUST** BY: AARON J. HELMS, TRUSTEE ACCEPTED/APPROVED: BY: LORRAINE P. HELMS, SETTLOR, 42143 TRUST; SURVIVING SPOUSE OF GALE G. HELMS a/k/a GALE D. HELMS STATE OF ALASKA)ss. THIRD JUDICIAL DISTRICT The foregoing instrument was acknowledged before me this day of June , 2011 by AARON J. HELMS, TRUSTEE for 42143 TRUST. Notary Public in and for Alaska David Curley My Commission Expires: tary Public-State of Alask My Comm. Expires 6/12/2013

> QUITCLAIM DEED PAGE 1 OF 2

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT)ss. .)
_	rument was acknowledged before me this
	(e) () (a)
OFFICIAL SEAL	Carl Or Alaba
David E. Petronelli Notary Public State of Alaska My Comm. Expres10/26/2013	Notary Public in and for Alaska My Commission Expires: 1926/2013

RECORD IN ANCHORAGE RECORDING DISTRICT RETURN TO: LORRAINE P. HELMS 4999 E. WELCH RD., WASILLA AK 99654

> QUITCLAIM DEED PAGE 2 OF 2



/_/ K2.4aunk 883 PAGE 0278
Deed of Trust
This Deed of Trust, Made this 7th day of APRIL 1983
Between GALE G. HELMS AND LORRAINE P. HELMS H & W herein called TRUSTOR, State of Alaska,
whose address is SR BOX 3198 WASILLA, AK 99687 (Number and Street) SECURITY TITLE & TRUST CO. OF ALASKA an Alaskan corporation, herein called TRUSTEE, and
THE FIRST NATIONAL BANK OF ANCHORAGE, herein called BENEFICIARY, **THE FIRST NATIONAL BANK OF ANCHORAGE, herein called BENEFICIARY, **THE FIRST NATIONAL BANK OF ANCHORAGE, herein called BENEFICIARY, **THE FIRST NATIONAL BANK OF ANCHORAGE, herein called BENEFICIARY, **THE FIRST NATIONAL BANK OF ANCHORAGE, herein called BENEFICIARY, **THE FIRST NATIONAL BANK OF ANCHORAGE, herein called BENEFICIARY, **THE FIRST NATIONAL BANK OF ANCHORAGE, herein called BENEFICIARY, **THE FIRST NATIONAL BANK OF ANCHORAGE, herein called BENEFICIARY, **THE FIRST NATIONAL BANK OF ANCHORAGE, herein called BENEFICIARY, **THE FIRST NATIONAL BANK OF ANCHORAGE, herein called BENEFICIARY, **THE FIRST NATIONAL BANK OF ANCHORAGE, herein called BENEFICIARY, **THE FIRST NATIONAL BANK OF ANCHORAGE, herein called BENEFICIARY, **THE FIRST NATIONAL BANK OF ANCHORAGE, herein called BENEFICIARY, **THE FIRST NATIONAL BANK OF ANCHORAGE, herein called BENEFICIARY, **THE FIRST NATIONAL BANK OF ANCHORAGE, herein called BENEFICIARY, **THE FIRST NATIONAL BANK OF ANCHORAGE, herein called BENEFICIARY, **THE FIRST NATIONAL BANK OF ANCHORAGE, herein called BENEFICIARY, **THE FIRST NATIONAL BANK OF ANCHORAGE, herein called BENEFICIARY, **THE FIRST NATIONAL BANK OF ANCHORAGE, herein called BENEFICIARY, **THE FIRST NATIONAL BANK OF ANCHORAGE, herein called BENEFICIARY, **THE FIRST NATIONAL BANK OF ANCHORAGE, herein called BENEFICIARY, **THE FIRST NATIONAL BANK OF ANCHORAGE, herein called BENEFICIARY, **THE FIRST NATIONAL BANK OF ANCHORAGE, herein called BENEFICIARY, **THE FIRST NATIONAL BANK OF ANCHORAGE, herein called BENEFICIARY, **THE FIRST NATIONAL BANK OF ANCHORAGE, herein called BENEFICIARY, **THE FIRST NATIONAL BANK OF ANCHORAGE, herein called BENEFICIARY, **THE FIRST NATIONAL BANK OF ANCHORAGE, herein called BENEFICIARY, **THE FIRST NATIONAL BANK OF ANCHORAGE, herein called BENEFICIARY, **THE FIRST NATIONAL BANK OF ANCHORAGE, herein called BENEFICIARY, **THE FIRST NATIONAL BANK OF ANCHORAGE, herein called BENEFICIARY, **THE FI
LOT FIVE, BLOCK ONE, WISPEN LAKE MANOR SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED UNDER PLAT NUMBER 78-33; RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

Together with the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits. To have and to hold the same, with the appurtenances, unto Trustee.

FOR THE PURPOSE OF SECURING: 1, Performance of each agreement of Trustor herein contained. 2. Payment of the indetedness ment of Trustor herein contained. 2. Payment of the indetedness ment of the indetedness of the property of the proper

general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary in an amount not

less than FULL INSURABLE VALUE Dollars

not cure or waive any detault or notice of default hereunder or invalidate any act

3. To appear in and defend any action or proceeding purporting to affect the
security hereof or the rightly control of beneficiary, or Trustee; and to pay all
costs and examina any suit of control of evidence of title and attorney's feet in a
costs and examina any suit broughtby Beneficiary, or Trustee; and to pay all
any appear, and in any suit broughtby Beneficiary and the Beneficiary
appear, and in any suit broughtby Beneficiary and the Beneficiary
affecting said property.

4. To pay; at least ten days before incumbrances, charges and lens, with
affecting said property.

5. To pay immediately and without demand all sums expended by Beneficiary
or Trustee pursuant to the provisions hereof, with interest from date of expenditure at eight per cent per annum.

notice to or demand upon I rustor and without receasing trustor from any outliness on hereof, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof profession or Tustee she may be upon the same profession of the same profession of the same profession or proceeding upon the same profession or proceeding upon the same profession of the same profess

not returnbrance, charge or iten which in the judgment of either appears to use intro or superior heretic; and, in exercising any such powers, app necessary expenses, employ counsel and pay his reasonable fees.

1. Any award or damages in connection with any condemnation for rublic use of ribidity to said property apply or release such moneys received by him in the low of the granter and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of arriver to require prompt payment when due of all ficial young and the property of the process of the proce

such rents, issues and profits, including those past due and unpaid, and apply the same exists costs and expenses of operation and collection, including reasonable and collection and collection including reasonable and collection and collection including reasonable and collection and the collection of such rents, issues and profits and the property, the collection of such rents, issues and profits and the property, the collection of such rents, issues and profits and the property, the collection of such rents, issues and profits and the collection of such rents, issues and profits and the collection of such rents, issues and profits and the collection of the collection of such rents, issues and profits and the collection of the collection of such and profits and the collection of the collection of such hereign and the collection of the collection

After deducting all coats, fees and expenses of Trustee and of this Trust, including coat of evidence of title and reasonable remusel fees in connection with sale. I trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid with accrued interest at eight per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entities to the benefit of, and binds all parties hereto. The trem leneficiary shall mean the holder and owner, including piedage, of the note secured hereby, whether or not named as a beneficiary herein, or, if the note required methods and the secured hereby, whether or not named as a beneficiary herein, or, if the not required methods in the femilian and/or neuter, and the sale has been plediged, the pledige thereof. In the femiliane and/or neuter, and the sale that the sale of the sale accepts this trust when this Deed, duly executed and acknowledged, is made a public record, as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party nuclear form of the sale and the

The undersigned Trustor requests that a copy of any Notice of Default and of any N	· ·
Hale O. Helms	Evering P. H. Dans Dig Story & pol Tel Ti 40m
CALE G. HELMS I LORRAINE P. HELMS BY HER ATTY IN FACT	LORRAINE P. HELMS BY ATTORNEY IN FACT GALE G. HELMS
ACKNOWLEDGMENT	
United States of America State of Alaska Ss. GALE G. HEIMS MAINIMAL GOD AS Attyrey An text to Loryance f. Heims appeared before me on the first longer, Alaska. I know him to be the person(s) described in and who executed the above instrument. He said that he knew the contents thereof and acknowledged the same to be his act. Notary Public for Alaska My commission expires: MAY 10, 1986	\$3-028820
Dated Beneficiar 19	Return to: Palmer Besch THE FROT MAYYONAL BANK Address: OF ANCHORAGE Polimer, Abesta 99645 OThe Obe of Trust Hered of Trust

Anchorage, Alaska

MON 219 PACE 281

BOOK 219 PAGE 281
Anchorage Recording District

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that <u>JACK L. STEWART, W</u> HAROLD W. GRINDLE and ELLEN M. GRINDLE	VINIFRED W. STEWART,
particularly described as follows, to wit:	cration of gender or number, "Grant- oes hereby grant, bargain, sell, con- profit electric cooperative corporation is successors, assigns, licensees, and and continued operation, maintenance, electric transmission and distribution ent incidental thereto, through, over, in District, State of Alaska, and more
The West Ten Feet (W10') of the East Forty Feet (E40') of the Northeast Quarter (NE_4^1) of the	RECORESS ADDRESS
Southeast Quarter (SE_{4}^{1}) of the Southwest Quarter	NES SES
$(SW_{\overline{4}}^{1})$ of Section Twenty-Six (26), Township	S LEG
Thirteen North (T13N), Range Four West (R4W),	° N REGER (3 O)
Seward Meridian, Alaska,	
	12 13 15 16 18 18 18 18 18 18 18 18 18 18 18 18 18
AND specifically, there is hereby granted to Grantee, and to its successors, as sole and exclusive right to erect, construct, and install, and to continue to operate, maintainer, and relocate, and to remove, such electric transmission and distribution lines, and their related facilities, through, over, in, under, and across the aforesaid premises or desirable for the exclusive use, occupation, and enjoyment of such right-of-way, including said premises, and the right to cut and keep clear of all trees, shrubbery, undergrowth, isses as may be reasonably required for the construction, installation, operation, and maintainer.	nin, repair, alter, inspect, replace, im- their related facilities, and telephone as may from time to time be necessary ing the right of ingress and egress to and other obstructions on said prem-
TO HAVE AND TO HOLD the same to Grantee, its successors, assigns, licensees,	, and permittees, FOREVER.
Grantor agrees that all poles, wire, conductor, and other facilities, including an which may be installed on the above-described premises at Grantee's expense, or at the licensees, and permittees, shall remain the property of Grantee, or the property of such mittees, as the case may be, and removable at its or their option.	e expense of its successors, assigns,
Grantor covenants that he is the owner of the above-described premises and clear of encumbrances and liens of whatsoever character, except those held by the follow	that the said premises are free and ving persons:
JACK L. STEWART, WINIFRED W. STEWART, HARC	OLD W. GRINDLE,
and ELLEN M. GRINDLE	

licensees, and permittees, shall remain the property of Grantee, or the property of such successors, assigns, licensees, or permittees, so the case may be, and removable at its or their option.

Grantor covenants that he is the owner of the above-described premises and that the said premises are free and clear of encumbrances and liens of whotsoever character, except those held by the following persons:

IACK L. STEWART, WINIFRED W. STEWART, HAROLD W. GRINDLE, and ELLEN M. GRINDLE

IN WITNESS WHEREOF, Grantor has set his hand and seal, or has caused these presents to be executed by his duly authorized representative or agent, all as of the 16th day of July 19473

[Seal)

JACK L. STEWART

WARRANTY DEED TO TENANTS BY THE ENTIRETY

THIS DEED, made this 19th day of December in the year of our Lord one thousand nine hundred and fifty-eight, between ROBERT H. BAY and HATTIE B. BAY, husband and wife, of Escondido, California, of the first part, and Richard L. Scoby and Helen J. Scoby, husband and wife, of Anchorage, Alaska, of the second part,

WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to the parties of the first part in hand paid, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, not in tenancy in common but in tenancy by the entirety, the survivor of them, their assigns and the heirs and assigns of such survivor forever, all the following described lots or parcels of land situate, lying and being in the Anchorage Recording Precinct, Third Judicial Division, Territory of Alaska, to-wit:

The Northeast Quarter of the Southeast Quarter of the Southwest Quarter of Section Twenty-Six (26), Township Thirteen (13) North, Range Four (4) West, Seward Meridian, reserving, nevertheless, for the use and benefit of the public for road and other public purposes a Thirty (30) Foot strip around the perimeter thereof,

SUBJECT, NEVERTHELESS, to the following protective covenants and restrictions:

- 1. LAND USE AND BUILDING TYPE. The said property shall not be subdivided into lots less than ten thousand square feet in area or which shall be less than 90 feet in width at the minimum building setback line. No part of said property shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.
- 2. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$20,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,000 square feet for a one-story building, nor less than 1,250 square feet for a dwelling of more than one story.
- 3. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than twenty feet. No building shall be located nearer than ten feet to an interior lot line, except that no side yard shall be required for a detached garage or other permitted accessory building located sixty feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than forty feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building.

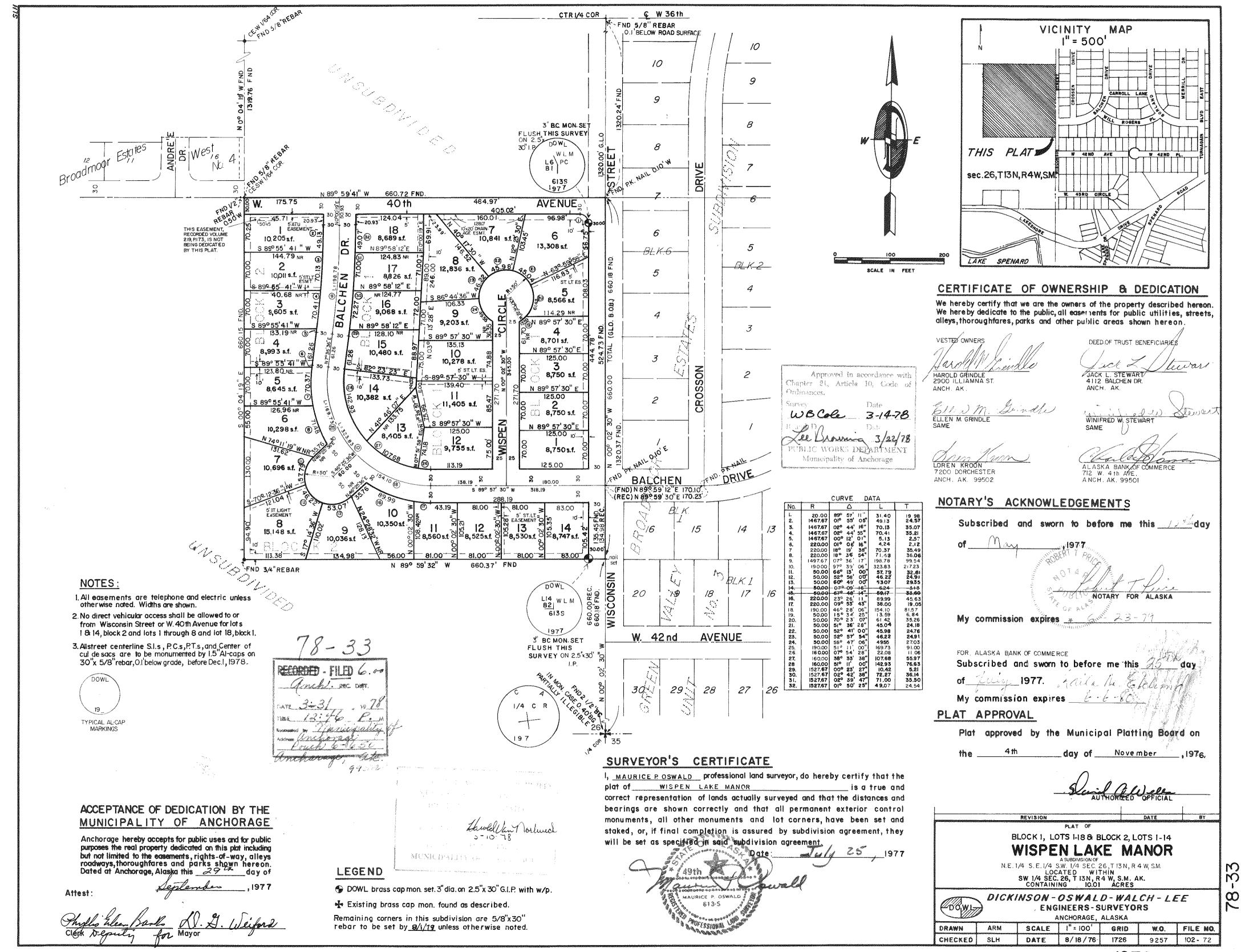
- 4. SEWAGE DISPOSAL & WATER SUPPLY. No individual water supply or sewerage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Alaska Board of Health, or its successor, and the approval of such system as installed shall be obtained from such authority.
- 5. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- 6. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
- 7. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
- 8. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation, require conformance, or to recover damages.
- 9. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

TOGETHER WITH ALL AND SINGULAR the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said parties of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances, subject to conditions, reservations and restrictions of record.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said parties of the second part, the survivor of them, their assigns, and the heirs and assigns of such survivor, forever. And the said parties of the first part, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor, that at the time of the unsealing and delivery of these presents, they were well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and had good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature whatsoever, and the above bargained premises in the quiet and peaceable possession of the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, the said parties of the first part have here-

unto set their hand	is and seals the day	and year first above written	·•
	e de la companya del companya de la companya de la companya del companya de la co		
en e		Robert HBay	(SEAL)
		Robert H. Bay	
	By:		(SEAL)
		Hattie B. Bay	a
		His Attorney in Fact	
Notes 2000			
en e		Hattie B. Bay	(SEAL)
and the second s		Hattie B. Bay	
STATE OF CALIFORNIA			
name to the destination of the second) ss:		,
STATE OF Cal	Home)	
	12006	ss.	
County of JOSE	pulces_)	67
LAAAAA	On Rices	uber 30	705 F 2010
	the undersigned, a 1	Notary Public in and for said County	and State nersonal
	appeared Not	est H. Bing	
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			escribed to the within
		nowledged to me thathe exc	ecuted the same.
	WITNESS my hand a	nd official seal.	,
	- September - Sept	Land Rose	7
The contract of the contract o		Notary Public in and for san	A County and State
ACKNOWLEDGMENT-GENE	ERAL-WOLCOTTS FORM 231		6476
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STATE OF CALIFORNIA	•		
COUNTY OF Long	elle) ss:		
Jan			
*** - **	42	Water Dublis de and Con the	
Before California, County		Notary Public in and for the , duly comm	
qualified and swor	n as such Notary Pu	blic, this day personally appe	•
Millemento		California, HATTIE B. BAY, to	
		e the person described in and and voluntarily, with knowledg	
	_	es therein mentioned.	,,
		ial Seal this 30 th day o	
VITNESS WITNESS	my hand and Notari	day o)I
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	5 6 9	Save Jak	tate and
73.012	J (), ∪ 1	Notary Public in and for the S County aforesaid.	Jeace and
		•	6 10
RECORDE	D-EU-ED	My commission expires: $\frac{5-16}{2}$	1-62
ANCHORA			
	=		
APR 13 10	31 AM '73	<u>^</u>	· ·
MINIU IV	At in a	e Giordo . Inc.	
REQUESTED B	111 A	en Dr. 555047	
ADDRESS	112 Balch	en Nr.	
e e e	City 9950	3 EERAUT	
	/ / / 3 =	2 2901/	



S-4240

F.B. 597-16

WISPEN LAKE MANOR

Covenants Restricting Use of Land

1. Purpose

The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances and to secure to each site owner the full benefit and enjoyment of his home with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness and value of the property for residential purposes will not be permitted.

2. Land Use and Building Type

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a dwelling not exceeding two stories in height and a private garage for not more than two cars per dwelling unit.

3. Dwelling Size

Each dwelling unit shall contain a minimum floor area of 950 square feet exclusive of open decks, garages or carports.

4. Nuisances

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may, or may become, an annoyance or nuisance to the neighborhood; that is no heavy equipment, derelict autos, accumulation of waste or trash.

5. Signs

No signs of any kind shall be displayed to the public on any lot, except one sign of not more than five square feet advertising the property for sale or rent, or signs by a building company to advertise the property during the construction and sales period.

6. Oil and Mining Operations

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

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7. Livestock and Poultry

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other normal household pets may be kept, provided they are not kept, bred or maintained for commercial purposes, and all dogs shall be restrained as necessary to prevent their becoming nuisances.

8. Garbage and Refuse Disposal

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All receptacles or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. Construction

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.

10. Building Location

No building shall be located on any lot nearer than 20 feet to the front line, or nearer than 20 feet to any side street line.

No building shall be located nearer than 5 feet to an interior lot line including an attached garage or other permitted accessory building.

No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line.

No side yard will be required for a detached garage or other permitted accessory building located 20 feet or more from the main building setback line.

For purposes of this covenant, eaves, steps and open porches shall not be considered a part of a building; provided, however, that this shall not be constructed to permit any portion of a building on a lot to encroach upon another lot.

ll. Trees

No owner shall be permitted to completely clear a lot where standing trees of size and beauty exist. Space may be cleared to provide for construction and trees may be thinned so long as maximum natural beauty and esthetic value of the trees is retained.

12. Sight Distance

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 feet and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances or such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

Enforcement 13.

Any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations contained herein. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

14. Severability

Invalidation of any one of these covenants and restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

15. Amendment

These covenants and restrictions shall run with and bind the land for a term of twenty years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. These Covenants and Restrictions may be amended during the first twenty years by an instrument signed by not less than ninety percent of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent of the lot owners. Any amendment must be recorded.

DATED at Anchorage, Alaska, this 27 day of 04x

GRINDLEY & KROON COMPANY

page 4

UNITED STATES OF AMERICA STATE OF ALASKA

THIS IS TO CERTIFY that on this 27 day of before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally came and appeared HAROLD W. GRINDLE & LOREN K. KROON known to me and to me known to be the individuals described in and who executed the foregoing instrument, and they acknowledged to me that they signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS MY HAND AND NOTARIAL SEAL the day and year first above in this certificate written.

Notary Public in and for Alaska. My commission expires: 2/26/78

REQUESTED BY DOWN DICKINSON, DSWALD, WALCH & LEE

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SLOPE EASEMENT

The GRANTORS, Gale C. Helms and Lorraine P. Helms, whose address is 2401 Via Tranquilla, Wasilla, Alaska 99687-8826, for good and valuable consideration, convey and warrant to Anchorage, an Alaska municipal corporation, whose address is P.O. Box 196650, Anchorage, Alaska 99519-6650, GRANTEE, and to its successors and assigns, an easement in perpetuity pertaining to the following described real estate:

The east 5.00 feet of Lot 5, Block 1, Wispen Lake Manor (Anchorage Recording District Plat No. 78-33), containing 534 square feet more or less.

for the purpose of installation and maintenance of slopes.

And the GRANTORS hereby covenant that the GRANTORS have good title to the aforedescribed tract of land and covenant that GRANTEE shall have quiet and peaceable possession thereof; and shall have a free and unrestricted right to maintain such facilities as long as the right of way which this easement is a part, remains a public way.

GRANTORS Gale C. Helms

Dated: 26 Aug 94 praise & Helms Dated: 8-36-94

STATE OF ALASKA)ss:

THIRD JUDICIAL DISTRICT

The foregoing instrument was acknowledged before me this __day of August, 1994 by

Gale C. Helms and Lorraine P. Helms.

Notary Public in and for Alaska

My commission expires: 4-26-98

94-056344 15a

ANCHORAGE REG. DISTRICT REQUESTED BY AM

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ALASKA

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Recording District 301 Anchorage 04/04/2022 01:19 PM Page 1 of 2



Quitclaim Deed

The GRANTOR Lorraine P Helms, whose address is PO Box 1873 Palmer Alaska 99645, for and in consideration of the sum of (\$10.00), Lawful money of the United States, and other good and valuable consideration, the receipt of which is hereby acknowledged, CONVEYS and QUITCLAIMS to Grantee: 42143 Trust, Agron & Helms Trustee

Whose address is: Po Box 1873 Palmer Alaska

And to their successors and assigns, all RIGHT, TITLE, and INTEREST which grantor has in the following described real properties situated in the Anchorage Recording District, Third Judicial District, State of Alaska, to-wit:

Lot Five (5) Block (1) WISPEN LAKE MANOR, Commonly known as 4011 Wispen Circle, Anchorage Alaska

Dated this 3rd	Day of January 2022
GRANTOR Agran J	Helms, Power of Attorney For Lorraine Helms
	<i>'</i>

BY AARON J HELMS POWER OF ATTORNEY FOR LORRAINE P HELMS

STATE OF ALASKA
THIRD JUDICIAL DISTRICT
PALMER RECORDING DISTRICT

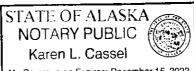
The foregoing instrument was acknowledged before me this	
3 day of <u>January</u> 2022	
By AARON J HELMS, POWER OF ATTORNEY for LORRAINE P HELMS	_

Notary Public in and for Alaska

My Commission expires:

Return to:

42143 Trust, Aaron J Helms Trustee PO Box 1873 Palmer Alaska 99645



My Commission Expires: December 15, 2022