

PARID: 01138138000  
MOA/TAX DEED

9500 DUNDEE CIR

LUC: 101  
TAX YEAR: 2024

**Property Information**

Property Location: 9500 DUNDEE CIR  
Class: R - Residential  
Use Code (LUC): 101 - Residential 1 Family  
Condo/Unit #:   
Tax District: 03  
Zoning: R1  
Plat #: 73-218  
HRA #:   
Grid #: SW2425  
Deeded Acres:   
Square Feet: 7,432  
Legal Description: CAMPBELL WOODS  
BLK 2 LT 15  
  
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 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
01138138000	RP	2024	1		2,815.69			.00	.00	2,815.69	.00	.00	.00	2,815.69	06/30/2024
01138138000	RP	2024	2		2,815.69			.00	.00	2,815.69	.00	.00	.00	2,815.69	08/31/2024
01138138000	RP	2023	1		2,726.50			.00	.00	2,726.50	274.91	272.65	.00	3,274.06	06/30/2023
01138138000	RP	2023	2		2,726.49			.00	.00	2,726.49	229.47	272.65	.00	3,228.61	08/31/2023
01138138000	RP	2022	1		2,648.10			.00	.00	2,648.10	420.37	264.81	140.00	3,473.28	07/31/2022
01138138000	RP	2022	2		2,648.10			.00	.00	2,648.10	396.09	264.81	.00	3,309.00	09/30/2022
01138138000	RP	2021	1		5,243.82			.00	.00	5,243.82	1,099.71	524.38	140.00	7,007.91	06/15/2021
01138138000	RP	2020	1		4,878.63			.00	.00	4,878.63	1,258.12	487.86	530.00	7,154.61	07/15/2020
01138138000	RP	2019	1		4,714.95		50.00		-50.00	4,714.95	1,568.39	466.50	.00	6,749.84	06/15/2019
01138138000	RP	2018	1		4,608.40			.00	-4,608.40	.00	.00	.00	.00	.00	06/15/2018
01138138000	RP	2017	1		4,489.72			.00	-4,489.72	.00	.00	.00	.00	.00	06/15/2017
01138138000	RP	2016	1		4,203.44			.00	-4,203.44	.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	101	R	95,900	252,900	348,800

**Taxable Value**

Net Taxable Value 348,800

## Land Summary

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Land Line #	Zoning	Size (Square Feet)	NBHD
1	R1	7,432	09X00

## Land Characteristics

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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

## Residential Card Summary

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Card/Building:	1
Stories:	1 - One story above ground level
Condition:	7 - Average
Grade:	C+
Exterior Wall:	1 - WOOD
Style:	02 - BI-LEVEL
Year Built:	1975
Effective Year:	1975
Square Feet of Living Area:	1724
Total Rooms:	7
Bedrooms:	3
Full Baths:	3
Half Baths:	0
Additional Fixtures:	0
Heating:	2 - CENTRAL
Fuel Type:	2 - NATURAL GAS

## Sections

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Card #	Addition #	Description	Area
1	0		1,100
1	1	FIN DAYLIGHT BSMT	624
1	2	UNFINISHED BASEMENT	336
1	3	DECK	28
1	4	DECK	48

## Entrances

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Visit Date:	Measure Date:	Entrance Source:
29-JUN-2009		0-Land Characteristics Inspection

10-FEB-2015  
01-JUL-2021

1-Ext. Inspection of Land & Improvements  
9-Quick Re-Inventory Inspection

**Permits**

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Permit #:	Permit Date:	Purpose:	Amount:
05 1226	16-SEP-2005	-	\$5,000

**Appraised Value History**

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Tax Year	Roll Type	LUC	Class	Land	Building	Total Appraised
2024	RP	101	R	95,900	252,900	348,800
2023	RP	101	R	95,900	224,300	320,200
2022	RP	101	R	95,900	218,600	314,500
2021	RP	101	R	95,900	195,100	291,000
2020	RP	101	R	95,900	189,400	285,300
2019	RP	101	R	95,900	192,300	288,200
2018	RP	101	R	95,900	185,100	281,000
2017	RP	101	R	95,900	190,800	286,700



# MOA PROPERTY REPORT

Data Updated as of: January 22, 2023 3:04 AM

**Parcel Number:** 011-381-38-000

**Current Owner:** MORGAN CHRISTINE D

**Address:** 9500 DUNDEE CIR

**Legal Description:** CAMPBELL WOODS BLK 2 LT 15

**Plat Number:** 730218

**Grid:**      **Lot Size:** 0.17 acres (7,432 ft<sup>2</sup>)

**Property Tax Portal:** <https://property.muni.org/Datalets/Datalet.aspx?UseSearch=no&pin=01138138000>

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



## TAX DISTRICT 3

<b>Service Area</b>	<b>Service Area Classification</b>
<b>Police</b>	<b>Anchorage Metropolitan Police SA</b>
<b>Fire</b>	<b>Anchorage Fire Service Area</b>
<b>Building Safety Service</b>	<b>Anchorage Building Safety Service Area (ABSSA)</b>
<b>Parks</b>	<b>Anchorage Parks &amp; Recreation SA</b>
<b>Road</b>	<b>Anchorage Roads and Drainage SA</b>
<b>Streetlights</b>	<b>Anchorage Roads and Drainage SA</b>

Tax District Map:

<https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=8839ce87392a4980a9f892363089405a&find=01138138000>

*This information is meant purely as a resource and the Municipality does not guarantee the complete accuracy of this data. Always verify any information with the department that is responsible for the data.*

[https://cdn.ancgis.com/documents/legal/GIS\\_Data\\_Terms\\_and\\_Conditions.pdf](https://cdn.ancgis.com/documents/legal/GIS_Data_Terms_and_Conditions.pdf)



## PLANNING

Zoning District: <b>R-1</b>	2040 Land Use Designation: <b>Single Family and Two Family</b>
Zoning Improvement Area: <b>Class A</b>	Zoning District Type: <b>Single Family Residential</b>

Planning Portal: <http://www.muni.org/CityViewPortal/Property/PropertyReview?searchKey=desc&searchValue=01138138000>

Zoning Map: <https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=e7c3d7a43f2e4924b23d36fd1500bb01&find=01138138000>

Land Use Map: <https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=4b8d89792820483c81b41c874eb5e843&find=01138138000>

**Comprehensive Plan:** Anchorage

Anchorage 2040 Land Use Plan: <http://www.muni.org/Departments/OCPD/Planning/Publications/Pages/Anchorage2040LandUsePlan.aspx>

**Other Plans:** yes:  no:

<https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=ee1abf76a6394fdb1057524831143e0&find=01138138000>

**Wetland Classification:** None

<http://www.anchoragestormwater.com/maps.html>

## BUILDING SAFETY

**Service Area:** Inside  Outside

Building Permit Portal: <https://bsd.muni.org/inspandreview/ParcelInfo.aspx?parcelno=01138138000>

**Wind Zone:** 1  2  3  4  None

<https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=cbe6b9160394df0ab2b8d96b64c9b1e&find=01138138000>

**Flood Review Required:** All  Some  None

<http://www.anchoragestormwater.com/maps.html>

**Seismic Code:** 1-Lowest  2-Moderate Low  3-Moderate  4-High  5-Very High  None

<https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=6d9f19e70868491da6296bdb398b33cc&find=01138138000>

## Water and Sewer

**AWWU Customer:** Water  Sewer  Not Current Customer

Anchorage Water and Wastewater: <https://www.awwu.biz/customer-service/for-builders-and-developers>

### Wells or Septic Information:

Wells & Septic Document Search: <http://onsite.ci.anchorage.ak.us/WebLink/CustomSearch.aspx?SearchName=SearchOnisteDocuments>



## ADDITIONAL INFORMATION

**Nitrate Map:** <https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=6c3acc5dca8244a891f954f0e7f75496&find=01138138000>

**Soil Boring Map:** <https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=ff7c8f704663452096705a716c14b1f3&find=01138138000>

**MOA MapIt Link:** <https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=f0bef139a7584820ad9d60c9eaea8a5f&find=01138138000>

## POLITICAL BOUNDARIES

**Assembly District:**     **3**

<https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=c4809e7b77da4f058aacd6936d3079fa&find=01138138000>

**Community Council:**             **Sand Lake**

<https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=60eb4a8b1e38445487fb06817d904330&find=01138138000>

**Representative Lookup Map:** <https://muniorg.maps.arcgis.com/apps/ZoneLookup/index.html?appid=868cbf13fd3144b3a431eed89b48f911&find=01138138000&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



Frederick H. Eppinger  
President and CEO

David Hisey  
Secretary

## 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



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.

**9. 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

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 arbitration 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.

**LITIGATION GUARANTEE  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Prepared by:  
Title Officer: Nichole Smith

File No.: 2109798

Guarantee No.: G-2226-105044

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:  
Christine D. Morgan, individually and as surviving spouse of Steven A. Morgan
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

**LITIGATION GUARANTEE**

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

ISSUED BY

STEWART TITLE GUARANTY COMPANY

File No.: 2109798

Guarantee No.: G-2226-105044

Lot 15, Block 2, CAMPBELL WOODS, according to the official plat thereof, filed under Plat No. 73-218, in the records of the Anchorage Recording District, Third Judicial District, State of Alaska.

# LITIGATION GUARANTEE SCHEDULE B

ISSUED BY  
STEWART TITLE GUARANTY

File No.: 2109798

Guarantee No.: G-2226-105044

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).

# LITIGATION GUARANTEE

## SCHEDULE B

ISSUED BY  
STEWART TITLE GUARANTY

15. 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.
16. Reservations and exceptions as contained in the United States Patent and/or in Acts authorizing the issuance thereof.
17. Taxes and/or assessments due the Municipality of Anchorage.
18. Reservation of all oil, gas and mineral rights, as reserved in instrument recorded October 24, 1973 [in Book 460 at Page 945](#).

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.

19. All matters shown on the plat filed under Plat No. [73-218](#) located in the Anchorage Recording District, Third Judicial District, State of Alaska.
20. 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 November 9, 1973 [in Misc. Book 220 at Page 783](#).

Amended by instrument recorded February 20, 1974 [in Misc. Book 223 at Page 243](#).

21. Reservation of all oil, gas and mineral rights, as reserved in instrument recorded May 14, 1974 [in Book 467 at Page 670](#).

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.

22. 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-21-04880CI  
Tax Year: 2020 and prior years  
Recorded: June 30, 2021 [as Instrument No. 2021-036427-0](#)

23. 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-22-04985CI  
Tax Year: 2021 and prior years  
Recorded: June 9, 2022 [as Instrument No. 2022-021656-0](#)

24. 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
25. 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: No deeds have recorded affecting the herein described land within the last 24 months. The Deed to Steven A.

**LITIGATION GUARANTEE  
SCHEDULE B**

ISSUED BY  
STEWART TITLE GUARANTY

Morgan and Christine D. Morgan, husband and wife recorded September 13, 1979 [in Book 435 at Page 386](#), Affidavit of Death of Steven A. Morgan recorded May 13, 2002 as [Instrument No. 2002-031386-0](#) is the last deed of record.

**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.

**LITIGATION GUARANTEE  
SCHEDULE C**

ISSUED BY  
STEWART TITLE GUARANTY

File No.: 2109798

Guarantee No.: G-2226-105044

Said necessary parties (other than those having a claim or interest by reason of matter as shown in Exceptions numbered 1-25) to be made defendants in said action to be brought by

Municipality of Anchorage

as plaintiff, are as follows:

Christine D. Morgan



Order No. B-7040

STATUTORY WARRANTY DEED

The Grantor, ARMCO, INC, an Ohio Corporation, of Middleton, Ohio, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, conveys and warrants to STEVEN A. MORGAN and CHRISTINE D. MORGAN, Grantees, of 9500 Dundee Circle, Anchorage, Alaska, 99504, husband and wife, as tenants by the entirety with rights of survivorship, the following-described real estate:

Lot Fifteen (15), Block Two (2), CAMPBELL WOODS SUBDIVISION, according to the official plat thereof, filed under Plat No. 73-218, in the records of the Anchorage Recording District, Third Judicial District, State of Alaska.

SUBJECT to all reservations, easements, exceptions, restrictions, covenants, conditions and rights-of-way of record, if any.

To have and to hold the premises, all and singular, together with the appurtenances and privileges thereto incident unto said Grantees, and to the heirs, executors, administrators and assigns of the survivor, FOREVER.

DATED at Anchorage, Alaska, this 5 day of September, 1979.

ARMCO, INC.

By: [Signature] Title: R.J. Lambrix, Treasurer

By: [Signature] Title: J.E. Shull, Asst. Secretary

STATE OF OHIO )
COUNTY OF Butler ) ss:

Before me, a notary public in and for said county, personally appeared R. J. Lambrix and J. E. Shull, known to me to be the persons who, as Treasurer and Assistant Secretary, respectively, of ARMCO, INC., the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that they did so sign said instrument in the name and upon behalf of said corporation as such officers, respectively; that the same is their free act and deed as such officers, respectively, and the free and corporate act and deed of said corporation; that they were duly authorized thereunto by its board of directors; and that the seal affixed to said instrument is the corporate seal of said corporation. In testimony whereof, I have hereunto subscribed my name, and affixed my official seal at Middleton, Ohio, this 5th day of September, 1979.

79-044451
5-
RECORDED IN ANCHORAGE RECORDING DISTRICT

[Signature]
NOTARY PUBLIC in and for Ohio
My commission expires:
BETTY TURNER, Notary Public
STATE OF OHIO
My Commission Expires October 3, 1981

DICKSON, EVANS,
ESCH & PAPAS
ATTORNEYS AT LAW
800 N STREET
ANCHORAGE, AK 99501
(907) 276-2272

SEP 13 9 17 AM '79

REQUESTED BY TITLERS TITLE COMPANY
ADDRESS

2002-031386-0

Recording Dist: 301 - Anchorage  
5/13/2002 8:37 AM Pages: 1 of 2

A  
L  
A  
S  
K  
A



CCC

Filed for Record at Request of:  
First American Title of Alaska

AFTER RECORDING MAIL TO:

Name Christine D. Morgan

Address ~~9500 Dundee Circle~~ PO Box 220841

City, State Zip Anchorage, AK ~~99515~~ 99502-0841

Escrow Number: 0202207 CO

### AFFIDAVIT OF DEATH

Christine D. Morgan, of legal age, being first duly sworn, deposes and says:

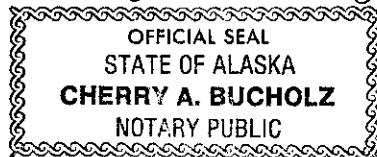
That Steven A. Morgan, the decedent mentioned in the attached certified copy of Certificate of Death, is the same person as named as one of the parties in that certain Warranty Deed dated September 5, 1979, executed by ARMCO, Inc. to Steven A. Morgan and Christine D. Morgan, husband and wife as husband and wife, recorded in the Official Records of the Anchorage Recording District, Third Judicial District, in Book 435 at Page 386, covering the following described real property in said District:

Lot 15, Block 2, CAMPBELL WOODS SUBDIVISION, according to the official plat thereof, filed under Plat Number 73-218, Records of the ANCHORAGE Recording District, THIRD Judicial District, State of ALASKA.

Dated this 8th day of May, 2002

Christine D. Morgan  
Christine D. Morgan

STATE OF ALASKA )  
 ) ss,  
Third Judicial District )



THIS IS TO CERTIFY that on this 8th day of May, 2002, before me the undersigned Notary Public, personally appeared Christine D. Morgan, known to me and to me known to be the individual(s) described in and who executed the foregoing instrument and she acknowledged to me that she signed the same freely and voluntarily for the uses and purposes therein set forth.

WITNESS my hand and official seal.

Cherry A. Bucholz

Notary Public in and for Alaska  
My commission expires: 2/04/2003

CERTIFICATION OF VITAL RECORD

STATE OF ALASKA

CERTIFICATE OF DEATH

150 02000021

ALASKA DEPARTMENT OF HEALTH AND SOCIAL SERVICES
BUREAU OF VITAL STATISTICS—P.O. BOX 110675
JUNEAU, ALASKA 99811-0675

DATE RECEIVED
JAN 14 2002

TYPE/PRINT
IN
PERMANENT
BLACK INK

SEE INSTRUCTIONS
ON OTHER SIDE

PARENTS

INFORMANT

DISPOSITION

SEE DEFINITION
ON OTHER SIDE

PRONOUNCING
ONLY

ITEMS
MUST
BE COMPLETED
BY PERSON WHO
PRONOUNCES
DEATH

CAUSE OF
DEATH

SEE INSTRUCTIONS
ON OTHER SIDE

SEE DEFINITION
ON OTHER SIDE

CERTIFIER

RECORDER

Fom VS-101
REV. 1-92

Main form containing fields for decedent (Steven Alan Morgan), informant (Christine Morgan), cause of death (Intracerebral bleed), certifier (Richard Anschuetz), and other vital statistics.

050981

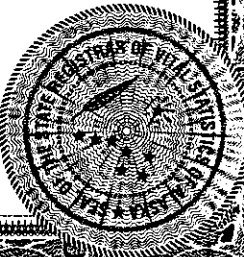
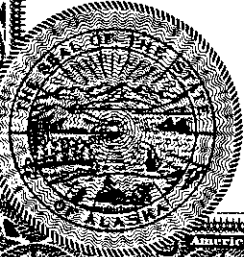
ORIGINAL - STATE COPY

I CERTIFY THAT THIS IS A TRUE, FULL AND CORRECT COPY OF THE ORIGINAL CERTIFICATE ON FILE IN THE BUREAU OF VITAL STATISTICS, DEPARTMENT OF HEALTH AND SOCIAL SERVICES JUNEAU, ALASKA

JAN 17 2002

DATE ISSUED

STATE REGISTRAR



2 of 2

2002-031386-0



# The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the District Land Office at Anchorage, Alaska, is now deposited in the Bureau of Land Management, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the Acts supplemental thereto, the claim of David C. Wilhoan has been established and duly considered, in conformity to law, for the southeast quarter of the southeast quarter of Section ten; the northeast quarter of the northeast quarter, the northwest quarter of the northeast quarter and the northeast quarter of the northwest quarter of Section fifteen, in Township twelve north of Range four west of the Seward Meridian, Alaska, containing one hundred sixty acres, according to the Official Plat of the Survey of the said land, on file in the Bureau of Land Management.

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant the tract of land above described; TO HAVE AND TO HOLD the said tract of land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts; and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the UNITED STATES. And there is also reserved to the UNITED STATES a right of way for the construction of railroads, telegraph and telephone lines in accordance with the Act of March 12, 1914 (38 Stat. 305).

Excepting and reserving, however, to the UNITED STATES, pursuant to the provisions of the Act of August 1, 1946 (60 Stat. 755), all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the UNITED STATES through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove the same. And there is also reserved from the lands hereby granted a right of way thereon for roads, roadways, highways, tramways, trails, bridges and appurtenant structures constructed or to be constructed by or under the authority of the UNITED STATES, or of any State created out of the Territory of Alaska, in accordance with the Act of July 24, 1947 (61 Stat. 418).

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of

Land Management, in accordance with the provisions of the Act of June 17,

1948 (62 Stat., 476), has, in the name of the United States, caused these letters

(SEAL)

to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the **FOURTH**

day of **APRIL** in the year of our Lord one thousand nine

hundred and **FORTY-NINE** and of the Independence of the

United States the one hundred and **SEVENTY-THIRD**.

For the Director, Bureau of Land Management.

Patent No. **4125193**

By

*J. S. Nomen*

Chief, Patents Section.



CAMPBELL WOODS SUBDIVISION

Located in the NE1/4 of Section 15, T12N, R4W,  
Seward Meridian, Alaska

BUILDING AND LAND USE RESTRICTIONS

Plat Filed 11/7/73 Plat No. 73-218

\*\*\*\*\*

The undersigned, being the representative of the owners of that certain land hereinafter described, hereby makes the following declarations as to limitations, restrictions and uses for which the lots or tracts constituting the aforesaid subdivision may be put and hereby specifying that said declarations shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said subdivision.

The land which is subject to these building and land use restrictions is described as follows:

CAMPBELL WOODS SUBDIVISION, Located in the NE1/4 of Section 15, T12N, R4W, Seward Meridian, Alaska. Except that Tract A and Tract B in said CAMPBELL WOODS SUBDIVISION are specifically excluded from these buildings and land use restrictions. The following list identifies the lots in the subdivision which are subject to the Building and Land Use restrictions:

Lots 1 through 14 in Block 1 and Lots 1 through 36 in Block 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 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.

DWELLING COST, QUALITY AND SIZE

No dwelling shall be permitted at a cost less than \$47,500 based upon cost levels prevailing on the date these restrictions are recorded, it being the intention and purpose of the restrictions 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 restrictions are recorded at the minimum cost stated herein. The \$47,500 cost shall include the cost of the improved lot upon which the dwelling is constructed.

NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

## SIGNS

No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period.

## LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other normal household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes, and provided that no more than one (1) dog of sledtype breed may be maintained.

## GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers which are sheltered and kept from public view. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

## RE-SUBDIVISION

The area of lots herein described shall not be reduced in size by re-subdivision unless it is agreed upon by a majority of the property owners within the subdivision. Owners of three (3) contiguous lots, however, may divide the inner or middle lot, thus increasing the size of the two (2) remaining lots which shall then be treated for all purposes pertinent to these covenants as enlarged single lots.

## BUILDING LOCATION

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 20 feet to any side street line.

(b) No dwelling shall be located on any lot nearer than 15 feet to the rear lot line. No building shall be located nearer than 5 feet to an interior lot line. However, the sum of the side yard dimensions measured along the front building line shall not be less than 15 feet.

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

## TREES

No owner shall be permitted to completely clear a lot on which 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 aesthetic value of the trees is retained.

## 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 15 feet from the intersection of the street property lines extended. The same sightline 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 of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

## TERMS

These covenants will be in effect from the date on which the subdivision plat is recorded. 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 35 years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten 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.

## WATER

No individual well or water system shall be installed on any lot. All lot purchasers and owners purchase subject to the requirements that they take water from the supplier, namely Central Alaska Utilities, Inc. Such system shall be constructed in accordance with requirements, standards and recommendations of the Alaska Department of Health and the Greater Anchorage Area Borough.

## SEWER

No individual sewage-disposal system shall be installed on any lot. All lot purchasers and owners purchase subject to the requirement that they use the sewage disposal system installed. Such system shall be constructed with requirements, standards, and recommendations of the Alaska Department of Health and the Greater Anchorage Area Borough.

## CONSTRUCTION

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 or for storage, either temporarily or permanently. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

Construction of a home or any building on a lot, or any additions to homes or buildings, shall be completed within one year.

## GARAGE REQUIREMENT

Each dwelling must have a garage. No carports will be allowed to be constructed in the subdivision.

## EXTRA VEHICLE STORAGE

Any inoperable vehicles in excess of one shall be kept in a garage or other closed structure. In no event shall an inoperable vehicle, or a vehicle seldom used, be parked in the street.

## ARCHITECTURAL CONTROL

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.



ARCHITECTURAL CONTROL COMMITTEE

MEMBERSHIP: The architectural control committee is composed of:

- Robert Kubick, 2060 W. Dimond Blvd., Anchorage, Alaska 99502
- Jim Jenkin, 305 W. 5th Avenue, Anchorage, Alaska 99501
- Sharon Raye Kubick, 2060 Dimond Blvd., Anchorage, Alaska 99502

A 100% majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

PROCEDURE

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within ten (10) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

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 or to recover damages.

SEVERABILITY

Invalidation of any of these covenants by judgement or court order shall not effect any of the other provisions which shall remain in full force and effect.

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

PROTECTIVE SCREENING

The easement along Jewel Lake Road on Lots 1, 7 8 & 9 in Block 2, shall be used for protective screening. Planting, fences, or walls shall be maintained throughout the entire length of such easements by the Owner or Owners of the lots at their own expense to form an effective screen for the protection of the residential area. No building or structure, except a screen, fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas.


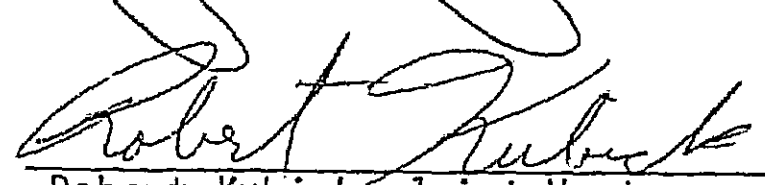
OIL AND MINING OPERATIONS

No oil or gas drilling, no oil or gas development operations, oil or gas refining, quarrying or mining operations, of any kind shall be permitted on 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 on any lot. No surface entry will be permitted and no extraction of minerals will be permitted within a 500 foot buffer measured vertically from the surface.

\* \* \* \* \*

Dated at Anchorage, Alaska, this 25<sup>th</sup> day of October, 1973.


CAMPBELL WOODS JOINT VENTURE

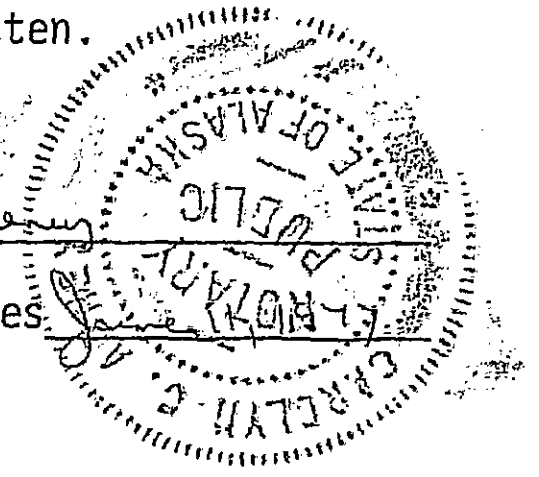
  
Jim Jenkin, Joint-Venturer  
  
Robert Kubick, Joint-Venturer

STATE OF ALASKA            )  
                                  )    ss  
THIRD JUDICIAL DIVISION

THIS IS TO CERTIFY that on this 25<sup>th</sup> day of October, 1973, before the undersigned, a Notary Public in and for the State of Alaska, personally appeared Robert Kubick and Jim Jenkin, known to be the joint-venturers for the development of Campbell Woods Subdivision, and they have acknowledged to me that they have executed this instrument freely and voluntarily for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year above written.

  
Notary Public  
My Commission Expires June 1977



73-            041901            11-

RECORDED-FILED  
ANCHORAGE REC.  
DISTRICT

Nov 9 10 47 AM '73  
REQUESTED BY JURCK, NYMAN & HAYES  
ADDRESS 740 "I" St.  
ANCH. 99501

ATTN: DAN CHAPMAN

5-98167

ADDENDUM TO  
BUILDING AND LAND USE RESTRICTIONS  
FOR  
CAMPBELL WOODS SUBDIVISION  
LOCATED IN THE NE¼ OF SECTION 15, TOWNSHIP  
12 NORTH, RANGE 4 WEST, SEWARD MERIDIAN, ALASKA

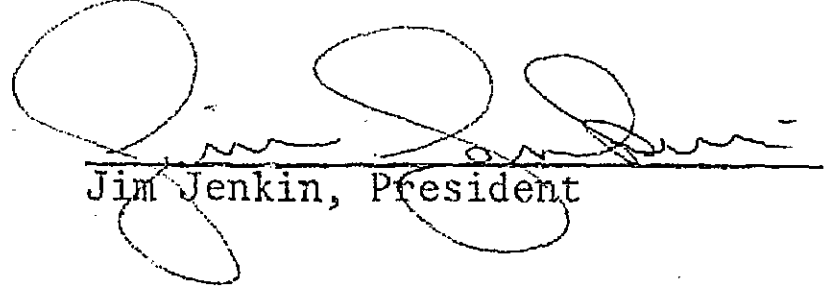
The undersigned, being the Owners of the majority of the lots in Campbell Woods Subdivision, hereby amend the building and land use restrictions pertaining to said subdivision and recorded in Miscellaneous Book 220 at Page 183 et. seq. records of the Anchorage Recording District, Third Judicial Division, State of Alaska as follows:

The joint-venturers of Campbell Woods Joint Venture, Mr. Jim Jenkin and Mr. Robert Kubick, have agreed that the aforementioned building and land use restrictions which were recorded on November 9, 1973, should have been more appropriately signed by Mr. Jim Jenkin as President of Alaska First Service Corporation rather than by Mr. Jenkin and Mr. Kubick as joint-venturers in Campbell Woods Joint Venture. This Addendum is for purposes of deleting the signatures of Mr. Jenkin and Mr. Kubick from Page 5 of the aforementioned recorded building and land use restrictions and substituting Mr. Jim Jenkin's signature.

The signature endorsement and notary's certification to be substituted follow:

Date at Anchorage, Alaska this 19th day of Feb, 1974.

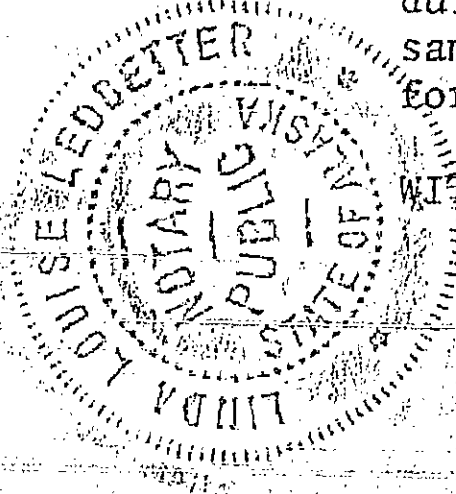
ALASKA FIRST SERVICE CORPORATION

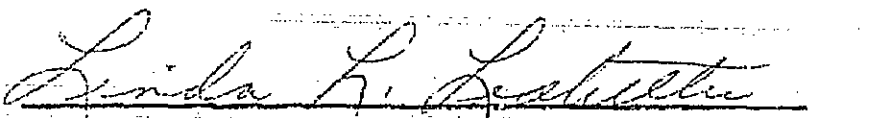
  
Jim Jenkin, President

STATE OF ALASKA            )  
  ) ss  
THIRD JUDICIAL DIVISION )

THIS IS TO CERTIFY that on this 19 day of Feb, 1974, before the undersigned, a Notary Public in and for the State of Alaska, personally appeared Jim Jenkin, known to me to be the President of Alaska First Service Corporation, an Alaskan corporation, and he acknowledged to me that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that he is duly authorized to execute said instrument and that he executed the same freely and voluntarily for the use and purposes therein set forth.

WITNESS my hand and notarial seal the day and year above written.



  
Notary Public                   My Commission Expires  
My Commission Expires October 15, 1977.

This Addendum dated at Anchorage, Alaska this 19<sup>th</sup> day of February, 1974.

CAMPBELL WOODS JOINT VENTURE

Jim Jenkin, Joint-Venturer

Robert Kubick, Joint Venturer

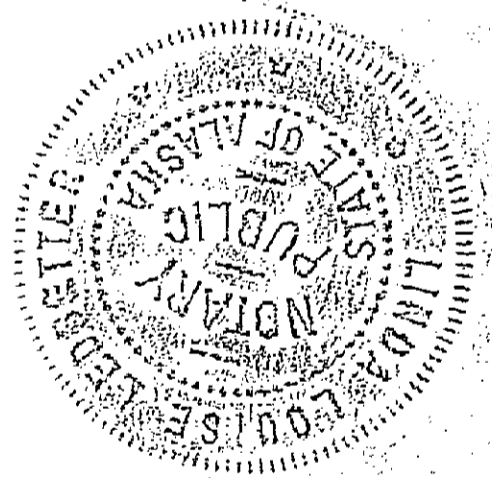
STATE OF ALASKA )  
 ) ss  
 THIRD JUDICIAL DIVISION )

THIS IS TO CERTIFY that on this 19<sup>th</sup> day of Feb, 1974, before the undersigned, a Notary Public in and for the State of Alaska, personally appeared Robert Kubick and Jim Jenkin, known to be the joint-venturers for the development of Campbell Woods Subdivision, and they have acknowledged to me that they have executed this instrument freely and voluntarily for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year above written.

Notary Public My Commission Expires  
 My Commission Expires October 10, 1977

74- 005550  
 500  
 RECORDED FILED  
 ANCHORAGE REC.  
 DISTRICT



FEB 20 9 42 AM '74  
 REQUESTED BY Royal Crest Construction  
 ADDRESS 2060 West Diamond  
City 99502

602868

WARRANTY DEED

THIS DEED, Made this 16<sup>th</sup> day of April, 1974, by and between E. MICHAEL RUSTEN and SHARON O. RUSTEN, husband and wife, Grantors, and PIEDMONT DEVELOPMENT CORPORATION, an Alaska corporation, Grantee,

W I T N E S S E T H :

SUBJECT TO the reservations, easements, exceptions, restrictions and conditions of record, subject to the right-of-way of West Dimond Boulevard, and subject to all real estate taxes due and payable in the year 1971, and in subsequent years, and all special assessments heretofore or hereafter levied, subject to that certain Grant of Temporary Easement, executed by the Grantors in favor of the Greater Anchorage Area Borough and dated December 5, 1970, and subject to that certain Sewer Easement, executed by the Grantors in favor of the Greater Anchorage Area Borough and dated December 5, 1970, the Grantors, for and in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid, receipt of which is hereby acknowledged, and other good and valuable consideration, do hereby CONVEY AND WARRANT to the Grantee, the following described real estate, situate in the Anchorage Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

The North one-half (N-1/2) of the Northeast one-quarter, Section 15, Township 12 North, Range 4 West, Seward Meridian, Anchorage Recording District, Third District, State of Alaska, except those parcels described below which have been previously conveyed by Grantors to Grantee:

- Parcel 1: The East 1,000 feet of the North 653.4 feet of said Section 15.
- Parcel 2: The Westerly 500 feet of the Easterly 1500 feet of the Northerly 653.4 feet of said Section 15.
- Parcel 3: A parcel of land located in the NE 1/4 of Section 15, Township 12 North, Range 4 West, Seward Meridian, Alaska, more particularly described as follows:

Commencing at the Section Corner common to Sections 10, 11, 14, 15; Thence along the Section line common to Sections 15/14, S0°11'29"E, a distance of 653.4 feet to the True Point of Beginning; Thence along the Section line common to Sections 15/14, S0°11'29"E, a distance of 666.34 feet to the N 1/16 corner common to said Sections 15/14; Thence along the N 1/16 line of Section 15, S89°53'40"W, a distance of 1019.08 feet to a point; Thence N30°38'41"E, a distance of 127.63 feet to a curve to the right, concave to the northeast, having a radius of 50.00 feet, a length of 21.95 feet

and a tangent bearing of N53°39'41"W; Thence along said curve, a distance of 21.95 feet to a point of reverse curvature of a curve to the left, concave to the southwest, having a radius of 20.00 feet, and a length of 30.76 feet; Thence along said curve a distance of 30.76 feet to a point of reverse curvature of a curve to the right, concave to the northwest, having a radius of 255.00 feet and a length of 24.92 feet; Thence along said curve a distance of 24.92 feet; Thence along a line radial to said curve, N21°11'39"W, a distance of 174.50 feet; Thence N69°16'07"E, a distance of 41.24 feet; Thence N34°25'42"E, a distance of 134.25 feet; Thence N0°04'31"W, a distance of 233.01 feet; Thence S89°55'29"W, a distance of 150.54 feet; Thence N00°03'47"E, a distance of 21.60 feet; Thence N89°55'29"E, a distance of 1115.00 feet to a point on the Section line common to said Sections 15/14 and the True Point of Beginning.

RESERVING therefrom to E. Michael Rusten, a Grantor herein, his heirs and assigns, all right, title and interest in and to all mineral, oil and gas deposits in or upon said property and the profits from the proceeds thereof;

TOGETHER WITH, all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining.

DATED on the day, month and year first above written.

74-018000  
5-

GRANTORS:

E. Michael Rusten  
E. MICHAEL RUSTEN  
Sharon O. Rusten  
SHARON O. RUSTEN

MAY 14 4 08 PM '74 SHARON O. RUSTEN

STATE OF MINNESOTA)  
COUNTY OF HENNEPIN)

SECURITY TITLE & TRUST CO.  
ss.

THIS IS TO CERTIFY that on the 16<sup>th</sup> day of June, 1974, at Minneapolis, Minnesota, before me personally appeared E. MICHAEL RUSTEN and SHARON O. RUSTEN, husband and wife, whom I know, and they acknowledged to me that they executed the foregoing Warranty Deed freely and voluntarily with full knowledge of the contents thereof, and that the same was their act.

IN WITNESS WHEREOF, I have hereunto set my hand and my official seal.

Return to:  
National Bank of Alaska  
Box 3-3859  
Anchorage, Alaska Attn: Pauline Hein

John S. Crouch  
Notary Public, Hennepin County, Minn.  
My commission expires JOHN S. CROUCH  
Notary Public, Hennepin County, Minn.  
My Commission Expires Sept. 4, 1975

WARRANTY DEED

THIS DEED, Made this 17<sup>th</sup> day of August, 1973, by and between E. MICHAEL RUSTEN and SHARON O. RUSTEN, husband and wife, Grantors, and PIEDMONT DEVELOPMENT CORPORATION, an Alaska corporation, Grantee,

W I T N E S S E T H :

SUBJECT TO the reservations, easements, exceptions, restrictions and conditions of record, subject to all real estate taxes due and payable in the year 1971, and in subsequent years, and all special assessments heretofore or hereafter levied, subject to that certain Grant of Temporary Easement, executed by the Grantors in favor of the Greater Anchorage Area Borough and dated December 5, 1970, and subject to that certain Sewer Easement, executed by the Grantors in favor of the Greater Anchorage Area Borough and dated December 5, 1970, the Grantors, for and in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid, receipt of which is hereby acknowledged, and other good and valuable consideration, do hereby CONVEY AND WARRANT to the Grantee, the following described real estate, situate in the Anchorage Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

A parcel of land located in the NE 1/4 of Section 15, Township 12 North, Range 4 West, Seward Meridian, Alaska, more particularly described as follows:

Commencing at the Section Corner common to Sections 10, 11, 14, 15; Thence along the Section line common to Sections 15/14, S0°11'29"E, a distance of 653.4 feet to the True Point of Beginning; Thence along the Section line common to Sections 15/14, S0°11'29"E, a distance of 666.34 feet to the N 1/16 corner common to said Sections 15/14; Thence along the N 1/16 line of Section 15, S89°53'40"W, a distance of 1019.08 feet to a point; Thence N30°38'41"E, a distance of 127.63 feet to a curve to the right, concave to the northeast, having a radius of 50.00 feet, a length of 21.95 feet and a tangent bearing of N53°39'41"W; Thence along said curve, a distance of 21.95 feet to a point of reverse curvature of a curve to the left, concave to the southwest, having a radius of 20.00 feet, and a length of 30.76 feet; Thence along said curve a distance of 30.76 feet to a point of reverse curvature of a curve to the right, concave to the northwest, having a radius of 255.00 feet and a length of 24.92 feet; Thence along said curve a distance of 24.92 feet; Thence along a line radial to said curve, N21°11'39"W, a distance of 174.50 feet; Thence N69°16'07"E, a distance of 41.24 feet; Thence N34°25'42"E, a distance of 134.25 feet; Thence N0°04'31"W, a distance of 233.01 feet; Thence S89°55'29"W, a distance of 150.54 feet;

Thence N00°11'29"W , a distance of 21.60 feet;  
Thence N89°55'29"E, a distance of 1115.00 feet  
to a point on the Section line common to said  
Sections 15/14 and the True Point of Beginning.

The above described parcel of land contains 15.32  
acres more or less.

RESERVING therefrom to E. Michael Rusten, a Grantor  
herein, his heirs and assigns, all right, title  
and interest in and to all mineral, oil and gas  
deposits in or upon said property and the profits  
from the proceeds thereof;

TOGETHER WITH, all and singular, the tenements, hereditaments  
and appurtenances thereunto belonging, or in anywise appertaining.

DATED on the day, month and year first above written.

GRANTORS:

E. Michael Rusten  
E. Michael Rusten

Sharon O. Rusten  
Sharon O. Rusten

STATE OF MINNESOTA )  
                                  ) ss.  
COUNTY OF HENNEPIN )

THIS IS TO CERTIFY that on the 15th day of August, 1973, at  
Minneapolis, Minnesota, before me personally appeared E. MICHAEL  
RUSTEN and SHARON O. RUSTEN, husband and wife, whom I know, and  
they acknowledged to me that they executed the foregoing Warranty  
Deed freely and voluntarily with full knowledge of the contents  
thereof, and that the same was their act.

IN WITNESS WHEREOF, I have hereunto set my hand and my  
official seal.

John S. Crouch  
JOHN S. CROUCH  
Notary Public, Hennepin County, Minn.  
My Commission Expires Sept. 4, 1978

73-039626

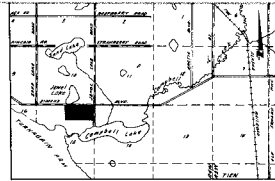
57.00

RECORDED-FILED  
ANCHORAGE REC.  
DISTRICT

OCT 24 3 19 PM '73

REQUESTED BY Piedmont Development Corp.  
ADDRESS \_\_\_\_\_





VICINITY MAP  
Scale 1"=1 mi

**CERTIFICATE OF OWNERSHIP AND DEDICATION**  
We hereby certify that we are the owners of the property described herein. We hereby dedicate to the public all easements for public utilities, streets, alleys, thoroughfares, parks and other public uses shown hereon. There shall be reserved and reserved to the donor the rights of way shown hereon, a slope reservation not less than to contain and not less than 10 feet hereon for each foot vertically (10/1) of cut or fill, for the purpose of providing and maintaining lateral support to the underlying street and there is reserved to the grantors, their heirs, successors and assigns, the right to reserve and reserve at any time upon providing and maintaining other adequate lateral support as approved by the City or Borough.

Date \_\_\_\_\_

ANCHORAGE DEVELOPMENT CORP.  
604 Second Highway  
Anchorage, Alaska 99512

ALASKA FIRST SERVICE CORP.  
765 W. Street, Anchorage  
Anchorage, Alaska 99502

By: Jim H. Jenkins, Vice-President

**NOTARY'S ACKNOWLEDGMENT**  
Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 1973.

My Commission Expires \_\_\_\_\_

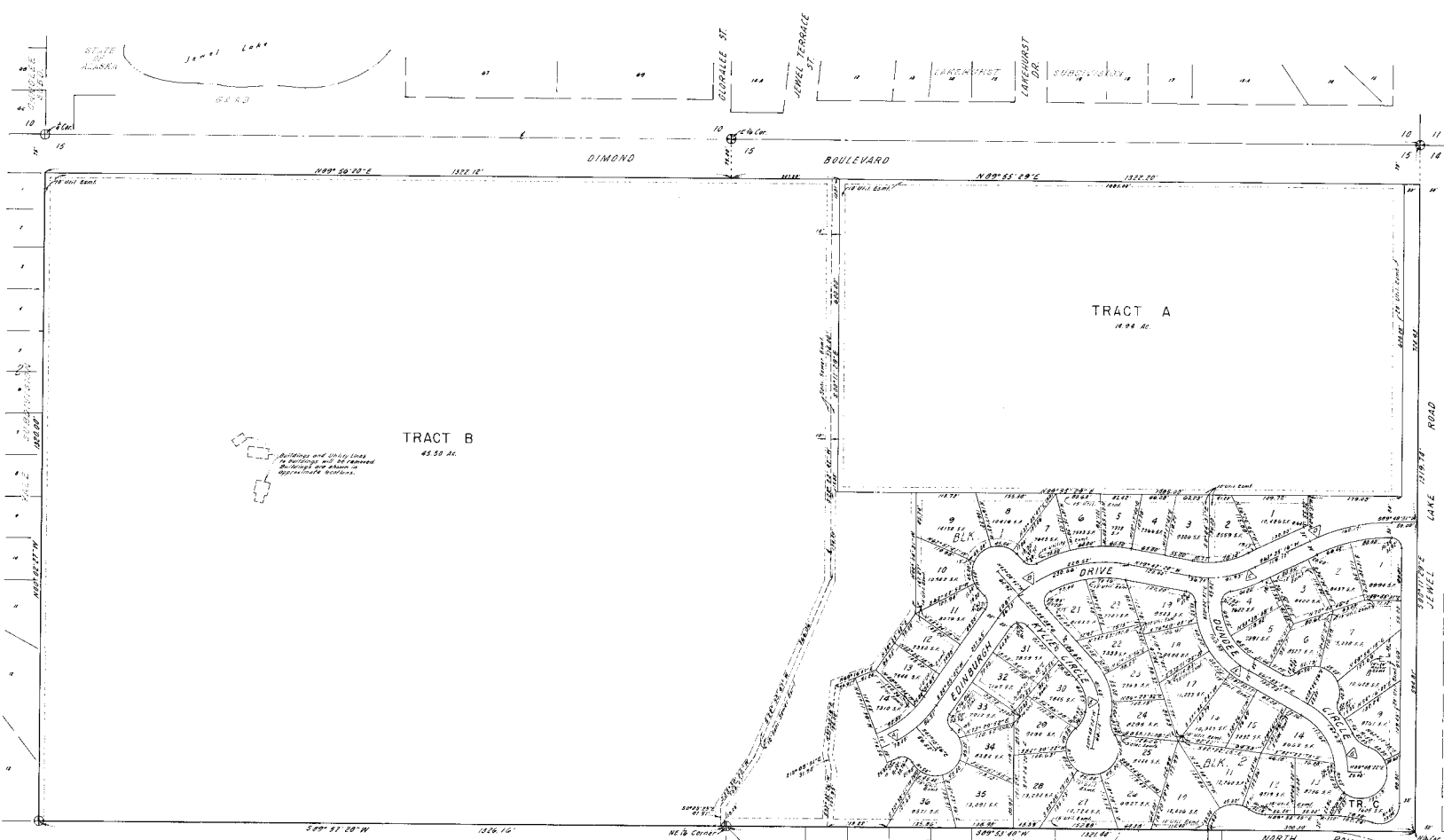
**NOTARY'S ACKNOWLEDGMENT**  
Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 1973.

My Commission Expires \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**  
L. W. Larson, professional land surveyor, do hereby certify that the plat of Campbell Woods is true and correct representation of lines actually surveyed and that all persons whose interests in the land are shown hereon, and all persons whose interests have been set out and shown, as if final completion is assumed by subdivision agreement, may well be set as specified in said subdivision agreement.

**CERTIFICATE OF TAX PAYMENT**  
The Greater Anchorage Area Borough does hereby certify that all taxes properly levied upon the Greater Anchorage Borough in the area shown on this plat have been paid.

By: Deanna J. ...  
Borough Clerk



Buildings and Utility Lines  
to be shown will be shown  
bearing the same as  
approximate location.

**NOTES**

- No access permitted to Tract A from Edinburgh Drive.
- Tract C is hereby dedicated to the public for the following use: (1) construction and maintenance of water, sanitary sewer, storm sewer, gas, electric and telephone lines, and (2) screening easement.
- Tract C shall not be used as a public park. No building or building shall be built upon Tract C, nor shall vehicles access be permitted across Tract C between Dundas Circle and Jewel Lake Road or North Shore Drive.
- No access permitted to Lots 1, 7, 8 or 9, Block C, from Jewel Lake Road.

Acceptance of Dedication by Greater Anchorage Area Borough  
The Greater Anchorage Area Borough accepts for public use and for public purpose the real property described on this plat including but not limited to the easements, rights of way, utility easements, thoroughfares, and parks shown hereon. Dated at Anchorage, Alaska, 1973.  
7<sup>th</sup> day of NOVEMBER, 1973. James R. ...  
Borough Clerk

**CURVE DATA**

Curve No.	R	Δ	T	L
A	225.00'	147°22'39"	69.52'	133.89'
B	250.00'	167°41'26"	101.94'	207.39'
C	250.00'	167°41'26"	101.94'	207.39'
D	350.00'	126°12'13"	81.51'	180.17'
E	180.00'	52°12'13"	69.17'	91.42'
F	180.00'	61°29'26"	69.17'	100.99'
G	150.00'	61°29'26"	69.17'	100.99'

**LEGEND**  
 ⊕ Street Cap Alignment, TRM, East  
 ⊖ Street Cap Alignment, BCR, East  
 ⊙ Curve Data

**APPROVED**  
 Done & Attest: 23  
 By: Robert P. ...  
 Director of Public Works  
 Greater Anchorage Area Borough

**PLAT APPROVAL**  
 Plat approved by the Borough Planning Commission this 23<sup>rd</sup> day of FEBRUARY, 1973.

73-218  
 5:00  
 Anchorage  
 11-7 73  
 2:20 P.  
 G.A.A.B.

**TRYCK NYMAN SHAYES**  
 2410  
 3636

CAMPBELL WOODS

Located within  
 NE 1/4 Sec. 8, T12N, R4W, S. M., Alaska  
 Containing 75.21 Acres, 2 Blocks & 2 Tracts

Prepared For: Campbell Woods Joint Venture