

PARID: 01413453000  
MOA / TAX DEED

3 UNKNOWN ST

LUC: 100  
TAX YEAR: 2023

### Property Information

Property Location: 3 UNKNOWN ST  
Class: R - Residential  
Use Code (LUC): 100 - Residential Vacant Land  
Condo/Unit #:   
Tax District: 03  
Zoning: R2M  
Plat #: 71-87  
HRA #: 000000  
Grid #: SW2133  
Deeded Acres:   
Square Feet: 12,040  
Legal Description: CHUGACH MEADOWS  
BLK 3 LT 6  
  
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
01413453000	RP	2022	1		571.72			.00	.00	571.72	20.96	57.17	.00	649.85	07/31/2022
01413453000	RP	2022	2		571.72			.00	.00	571.72	15.72	57.17	.00	644.61	09/30/2022
01413453000	RP	2021	1		1,223.55			.00	.00	1,223.55	107.22	122.36	140.00	1,593.13	06/15/2021
01413453000	RP	2020	1		1,161.09			.00	.00	1,161.09	157.67	116.11	140.00	1,574.87	07/15/2020
01413453000	RP	2019	1		1,110.84			.00	.00	1,110.84	233.91	111.08	45.00	1,500.83	06/15/2019
01413453000	RP	2018	1		1,039.76			313.39	-650.00	703.15	148.13	.00	390.00	1,241.28	06/15/2018
01413453000	RP	2017	1		909.84			.00	-909.84	.00	.00	.00	.00	.00	06/15/2017
01413453000	RP	2016	1		839.79			.00	-839.79	.00	.00	.00	.00	.00	06/15/2016

[Make a Payment](#)

### Assessed Value

Tax Year	Roll Type	LUC	Class	Land	Building	Total Appraised
2023	RP	100	R	67,900	0	67,900

### Taxable Value

Net Taxable Value	67,900
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### Land Summary

Land Line #	Zoning	Size (Square Feet)	NBHD
1	R2M	12,040	07F00

#### Land Characteristics

Line #	
1	VIEW 2 - Average
2	TOPO 4 - Gentle
3	ACCESS 2 - Legal
4	PAVING 1 - None
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 3 - Type
14	SHAPE 4 - Typical
15	LOCATION 3 - Average
16	SIZE 3 -
17	SOILS 4 - Average

#### Entrances

Visit Date:	Measure Date:	Entrance Source:	Inspect Reason:
03-NOV-2014		0-Land Characteristics Inspection	-
24-AUG-2020		0-Land Characteristics Inspection	-

#### Appraised Value History

Tax Year	Roll Type	LUC	Class	Land	Building	Total Appraised
2023	RP	100	R	67,900	0	67,900
2022	RP	100	R	67,900		67,900
2021	RP	100	R	67,900		67,900
2020	RP	100	R	67,900		67,900
2019	RP	100	R	67,900		67,900
2018	RP	100	R	63,400		63,400
2017	RP	100	R	58,100		58,100



# MOA PROPERTY REPORT

PAGE 1

Data Updated as of: January 22, 2023 3:06 AM

**Parcel Number:** 014-134-53-000

**Current Owner:** JAYAVARMAN JASON

**Address:** 3 UNKNOWN ST

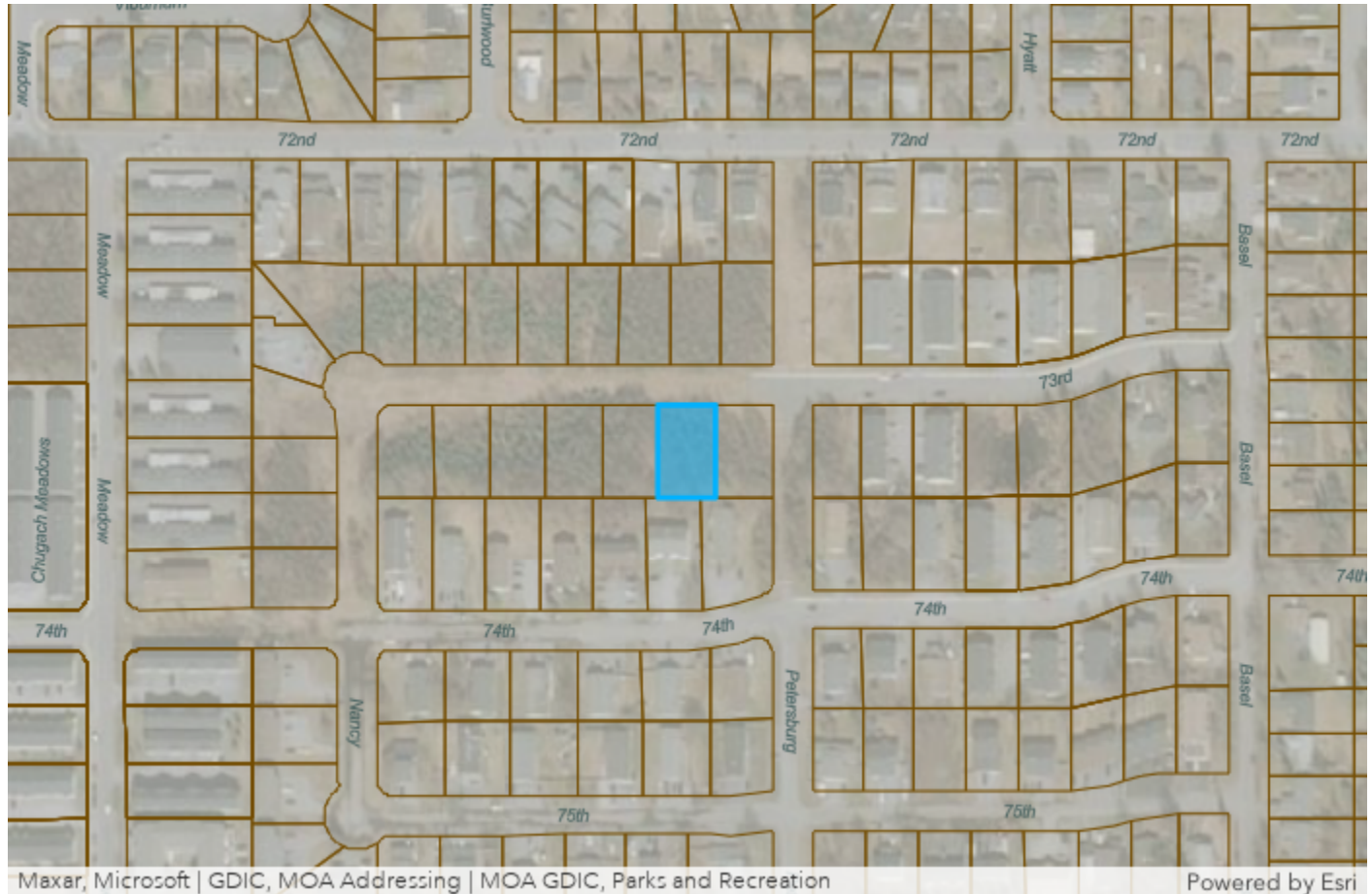
**Legal Description:** CHUGACH MEADOWS BLK 3 LT 6

**Plat Number:** 71-87

**Grid:**      **Lot Size:** 0.28 acres (12,040 ft<sup>2</sup>)

**Property Tax Portal:** <https://property.muni.org/Datalets/Datalet.aspx?UseSearch=no&pin=01413453000>

**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:**

<https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=8839ce87392a4980a9f892363089405a&find=01413453000>

*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)



# MOA PROPERTY REPORT

PAGE 2

Data Updated as of: January 22, 2023 3:06 AM

## PLANNING

Zoning District: <b>R-2M</b>	2040 Land Use Designation: <b>Compact Mixed Residential Low</b>
Zoning Improvement Area: <b>Class A</b>	Zoning District Type: <b>Multiple Family Residential</b>

Planning Portal: <http://www.muni.org/CityViewPortal/Property/PropertyReview?searchKey=desc&searchValue=01413453000>

Zoning Map: <https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=e7c3d7a43f2e4924b23d36fd1500bb01&find=01413453000>

Land Use Map: <https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=4b8d89792820483c81b41c874eb5e843&find=01413453000>

**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=01413453000>

**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=01413453000>

**Wind Zone:** 1 ☐ 2 ☒ 3 ☐ 4 ☐ None ☐

<https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=cbef6b9160394df0ab2b8d96b64c9b1e&find=01413453000>

**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=01413453000>

## 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>

*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)



## ADDITIONAL INFORMATION

*Nitrate Map:* <https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=6c3acc5dca8244a891f954f0e7f75496&find=01413453000>

*Soil Boring Map:* <https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=ff7c8f704663452096705a716c14b1f3&find=01413453000>

*MOA MapIt Link:* <https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=f0bef139a7584820ad9d60c9eeea8a5f&find=01413453000>

## POLITICAL BOUNDARIES

Assembly District: **4**

<https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=c4809e7b77da4f058aacd6936d3079fa&find=01413453000>

Community Council: **Abbott Loop**

<https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=60eb4a8b1e38445487fb06817d904330&find=01413453000>

*Representative Lookup Map:* <https://muniorg.maps.arcgis.com/apps/ZoneLookup/index.html?appid=868cbf13fd3144b3a431eed89b48f911&find=01413453000&findSource=2>

# LITIGATION GUARANTEE SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Prepared by: Juli Settle  
Title Officer: Nichole Smith

File No.: 1751603

Guarantee No.: G-2226-104752

Date of Guarantee: June 28, 2022 at 8:00AM

Liability Amount: \$28,000.00

Fee: \$250.00

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:  
Jason Jayavarman
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.: 1751603

Guarantee No.: G-2226-104752

Lot 6, Block 3, CHUGACH MEADOWS, according to the official plat thereof, filed under Plat No. 71-87, 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.: 1751603

Guarantee No.: G-2226-104752

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. 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.
9. Reservations and exceptions as contained in the United States Patent and/or in Acts authorizing the issuance thereof.
10. Taxes and/or assessments due the Municipality of Anchorage, as shown on the report attached hereto and made a part thereof.
11. Easements as shown on the plat of said subdivision.
12. Covenants and notes as shown on the plat of said subdivision.

Affidavit to remove Plat Note #3, including the terms and provisions thereof, recorded May 22, 1973 as Plat No. 73-98.

13. Covenants, conditions 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:



# LITIGATION GUARANTEE

## SCHEDULE B

ISSUED BY  
STEWART TITLE GUARANTY

Recorded : March 14, 1973  
Misc. Book : 214  
Page : 821

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

Trustor : Ganesh D. Dhamale, a married person  
Trustee : Pacific Northwest Title of Alaska, Inc.  
Beneficiary : Jason Jayavarman, a unmarried person  
Amount : \$40,000.00  
Dated : September 28, 2007  
Recorded : October 1, 2007  
Serial Number : 2007-062132-0

15. U. S. Department of Justice, Notice of Lien for Fine and/or Restitution Imposed Court Imposing Judgment, including the terms and provisions thereof, entered in the case set out below:

Case No. : 3:13-CR-00097-SLG  
Against : Jason Jayavarman  
Amount : \$50,000.00, together with any other amounts due thereunder  
Recorded : April 12, 2016  
Instrument No. : 2016-014013-0

16. 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-19-06397CI  
Tax Year : 2018 and prior years  
Recorded : July 18, 2019  
Instrument No. : 2019-024833-0

17. 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  
Instrument No. : 2021-036427-0

18. 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  
Instrument No. : 2022-021656-0

19. 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

20. 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.

### END OF EXCEPTIONS

## **LITIGATION GUARANTEE SCHEDULE B**

ISSUED BY  
STEWART TITLE GUARANTY

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.: 1751603

Guarantee No.: G-2226-104752

Said necessary parties, other than those having a claim or interest by reason of matter as shown in Exceptions numbered 14, 15, 16, 17 and 18 to be made defendants in said action to be brought by

Municipality of Anchorage

as plaintiff, are as follows:

Jason Jayavarman



## WHEN RECORDED RETURN TO:

Name: Jason Jayavarman  
Address: 3324 Eide Street  
City, State, Zip: Anchorage, Alaska 99503

CC

## File Number:

Filed for Record at Request of: *Land Title Company of Alaska, Inc.*

## QUIT CLAIM DEED

THE GRANTOR(S), Ganesh D. Dhamalewhose address is: P.O.Box 90853, Anchorage, Alaska 99509

for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration,  
conveys and quit claims all interest, if any, to:

THE GRANTEE(S), Jason Jayavarmanwhose address is: 3324 Eide Street, Anchorage, Alaska 99503

the following described real property situated in the State of Alaska:

1910 East 73rd Avenue  
Anchorage, Alaska 99507  
Anchorage 014-134-53-000  
Lot(s) 6, Block 3, of Chugach Meadows 6/3, Map Book 71/87

SUBJECT TO: reservations, exceptions, and easements, rights of ways, covenants, conditions  
and restrictions of record, if any.

Dated: 04/14/08Ganesh D. Dhamale

State of Alaska

)

) ss.

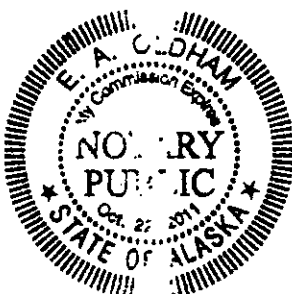
Third Judicial District

)

I certify that I know or have satisfactory evidence that GANESH D. DHAMALE  
is the person who appeared before me, and said person acknowledged that (he/she/they)  
signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the  
uses and purposes mentioned in this instrument.

Dated: APRIL 14, 2008

Notary Public in and for the State of Alaska  
My commission expires:

*Anchorage Recording District*



PNT 84810

AFTER RECORDING RETURN TO:

FNBA - Escrow  
PO BOX 100720  
ANCHORAGE, AK 99510

## DEED OF TRUST

THIS DEED OF TRUST, made and executed this 28 day of SEPTEMBER, 2007, by and among Ganesh D. Dhamale, an married person, as Trustor, whose address is P.O. BOX 90803 ANCHORAGE, AK 99509; and Pacific Northwest Title of Alaska, Inc., as Trustee, whose address is 3201 "C" St., Suite 110, Anchorage, Alaska 99503; and Jason Jayavarman, a unmarried person, as Beneficiary, whose address is 3324 FIVE ST. ANCHORAGE, AK 99503.

## W I T N E S S E T H:

Trustor hereby grants, bargains, sells and conveys to Trustee, in trust, with power of sale, the following described real property situated in the State of Alaska:

Lot Six (6), Block Three (3) of CHUGACH MEADOWS, according to the official plat thereof, filed under Plat No. 71-87, books and records of the Anchorage Recording District, Third Judicial District, State of Alaska;

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Deed of Trust. All of the foregoing is referred to in this Deed of Trust as "Property."

This Deed of Trust is for the purpose of securing performance of each agreement of Trustor herein contained and payment of the principal sum of **Forty Thousand and 00/100 Dollars (\$40,000.00)**, plus interest, in accordance with the terms of a Deed of Trust Note of even date herewith, payable to Beneficiary or order and made by Trustor, and all renewals, modifications and extensions thereof, together with interest thereon at such rate as shall be agreed upon. The date of Maturity of this Deed of Trust is

To protect the security of this Deed of Trust, Trustor covenants and agrees:

1. To keep the subject property in good condition and repair; to permit no waste thereof; to complete any building, structure, or improvements being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and, to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the subject property.

2. To pay, before delinquent, all lawful taxes, assessments, homeowners and condominium dues, encumbrances, and liens, including any future taxes, assessments, homeowners and condominium dues, encumbrances, and liens, upon the subject property having priority over this Deed of Trust and to keep the subject property free and clear of all other taxes, assessments, homeowners and condominium

association liens, charges, liens or encumbrances impairing the security of this Deed of Trust. Failure to pay such taxes, assessments, homeowners and condominium dues, encumbrances, and liens shall constitute a default under this Deed of Trust.

3. To keep all buildings now or hereafter erected on the subject property continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust with Beneficiary named an additional insured. If there are to be no improvements or structures located on the subject property this paragraph shall not apply. Unless Beneficiary and Trustor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to the Trustor. Such application shall not cause discontinuation of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of trustor in insurance policies then in force shall pass to the purchaser at the foreclosure sale. Insurance proceeds applied to the loan shall reduce the loan debt by that amount, but shall not relieve Trustor of the requirement to make any payment or fulfill any other obligation required by the Deed of Trust Note or this Deed of Trust.

4. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including the cost of evidence of title and attorneys' fees, in any such action or proceeding in which Beneficiary or Trustee may appear and in any suit brought by Beneficiary or Trustee to foreclose this Deed of Trust.

5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of Trustee and Beneficiary incurred in enforcing the obligation secured hereby and including Trustee's and Beneficiary's attorneys' fees and costs actually incurred.

6. If Trustor fails to perform the covenants and agreements contained in this Deed of Trust, or there is a legal proceeding that may significantly affect Beneficiary's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation, or to enforce laws or regulations), then Beneficiary may do and pay for whatever is necessary to protect the value of the Property and Beneficiary's rights in the Property. Beneficiary's actions may include paying any sums secured by a lien which has priority over this Deed of Trust, paying insurance premiums for the protection of the property, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Beneficiary may take action under this paragraph 6, Beneficiary does not have to do so.

Any amounts disbursed by Beneficiary under this section shall become additional debt of Trustor secured by this Deed of Trust. Unless Trustor and Beneficiary agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Beneficiary to Trustor requesting payment.



**IT IS MUTUALLY AGREED THAT:**

1. In the event any portion of the subject property is taken or damaged in an eminent domain proceeding, the entire amount of the award, or such portion thereof as may be necessary to fully satisfy the obligation secured hereby, is hereby assigned and shall be paid to Beneficiary, who may apply or release such monies received by it in the same manner and with the same effect as provided hereinabove for disposition of proceeds of fire and other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. Upon the written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Deed of Trust Note secured hereby to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property held hereunder. The recital of any matters or facts in any reconveyance executed under this Deed of Trust shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled hereto".

4. As additional security, Trustor hereby gives to and confers on Beneficiary the right, power and authority, during the continuation of this trust, to collect rents, issues and profits of the subject property, reserving unto Trustor the right, prior to any default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreements hereunder, to collect and retain such rents, issues and profits as they become due and payable. On any such default, Beneficiary may, at any time and without notice, either in person, by agent or by a receiver to be appointed by the court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the subject property, or any part thereof, and, in its own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, on any indebtedness secured hereby and in such order as Beneficiary may determine. The entering upon and taking possession of the property, the collection of rents, issues and profits and the application thereof as set forth herein shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

**5. Remedies.**

(a) Upon written request therefor by Beneficiary, specifying the nature of the default or the nature of the several defaults and the amount or amounts due and owing, Trustee shall execute a written notice of default and of its election to cause the subject property to be sold in order to satisfy the obligation hereof, and Trustee shall cause said notice to be recorded in the Office of the Recorder of each recording district wherein the real property, or some part thereof, is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed after recordation of said notice of default, Trustee, without demand on Trustor, shall sell the property



at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest and best bidder for cash, in lawful money of the United States of America, payable at time of sale. Trustee may postpone the sale of all or any portion of the subject property by public announcement at the time and place of said sale and, from time to time thereafter, may postpone said sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recital in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person except Trustee may purchase at said sale.

After deducting all costs, fees and expenses of Trustee and of this trust, including the cost of evidence of title and reasonable attorneys' fees in connection with said sale, Trustee shall apply the proceeds of the sale (1) to the payment of all sums expended under the terms hereof not then repaid, with accrued interest at the rate set forth in the Deed of Trust Note secured hereby; (2) to all other sums then secured hereby; and, (3) the surplus, if any, to the person or persons legally entitled thereto.

(b) The power of sale conferred by this Deed of Trust and the laws of the State of Alaska is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed judicially. Beneficiary may also bring suit on the Deed of Trust Note secured hereby; and, if execution does not satisfy the judgment, it may form the basis of judicial foreclosure of the collateral.

6. Beneficiary may, from time to time, as provided by statute, appoint another Trustee in the place and stead of Trustee herein named and, thereupon, the Trustee herein named shall be discharged and the Trustee so appointed shall be substituted as Trustee hereunder, and have the same effect as if originally named Trustee herein.

7. All payments made under the note or notes secured hereby shall be added together and the aggregate amount thereof shall be paid each month in a single payment to be applied by Beneficiary to the following items in the order set forth:

(a) Late fees or sums expended by the Beneficiary pursuant to this Deed of Trust; and

(b) Interest on the note or notes secured hereby; and

(c) Reduction of the principal of the said note or notes.

Any deficiency in the amount of such aggregate monthly payment, shall, unless made good within 30 days, constitute an event of default under this Deed of Trust.

8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the holder and owner of the Deed of Trust Note secured hereby, whether or not named as Beneficiary herein, or, if the Note has been pledged, the pledgee thereof. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.

9. Trustor requests that a copy of any notice of default and of any notice of sale hereunder to be mailed to Trustor at Trustor's address set forth hereinabove.





10. For the purposes of Alaska Stat. §34.20.150 the period of this instrument and its date of maturity is 35 years from the date of execution of this Deed of Trust. In the event a Deed of Reconveyance for this Deed of Trust is not recorded within the 35 year period, it is the intent of the parties to this Deed of Trust that this Deed of Trust stay in full force and effect until the underlying obligations which it secures are satisfied in full.

11. Trustor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Trustor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of household consumer products for consumer uses.

Trustor shall promptly give Beneficiary notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and Hazardous Substance of Environmental Law of which Trustor has actual knowledge. If Trustor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Trustor shall promptly take all necessary remedial actions in accordance with Environmental Law.

"Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the State of Alaska that relate to health, safety or environmental protection.

12. The Trustor or any other person bound by this Deed of Trust and the note it secures is personally obligated and fully liable for the amount due under the note. The Beneficiary has the right to sue on the note and obtain a personal judgment against the undersigned Trustor or any other person bound by this Deed of Trust and the note it secures for satisfaction of the amount due under the note either before, after or without a judicial foreclosure of the mortgage or Deed of Trust under Alaska Stat. §09.45.170 - §09.45.220.

13. The escrow is to be set up at , or such other financial institution as is mutually acceptable to the parties.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust on the day and year first above written.



Ganesh D. Dhamale

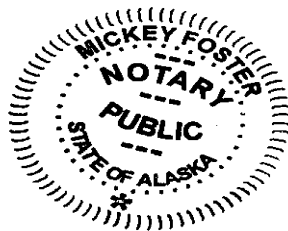
"Trustor"



STATE OF ALASKA )  
 ) ss.  
Third Judicial District )

THIS IS TO CERTIFY that on this 28 day of SEPT, 2007, before me, the undersigned, a Notary Public in and for Alaska, personally appeared **Ganesh D. Dhamale**, to me known and known to me to be the individuals named in and who executed the foregoing instrument and s acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein stated.

WITNESS my hand and official seal the day and  
year in this certificate first above written.



MICKEL FOSTER  
NOTARY PUBLIC in and for Alaska  
My Commission Expires: 04/3/2010

**SCHADT LAW OFFICE, P.C.**

**Attorneys at Law**  
**2909 Arctic Boulevard, Suite #103**  
**Anchorage, Alaska 99503**  
**Telephone: (907) 562-0990**  
**Facsimile: (907) 562-0989**

DEED OF TRUST



6 of 6  
2007-062132-0



**U.S. DEPARTMENT OF JUSTICE  
NOTICE OF LIEN FOR FINE AND/OR  
RESTITUTION IMPOSED PURSUANT TO  
THE ANTI-TERRORISM AND EFFECTIVE  
DEATH PENALTY ACT OF 1996**

**NOTICE** is hereby given of a lien against the property of the defendant named below. Pursuant to Title 18, United States Code, § 3613(c), a fine or an order of restitution imposed pursuant to the provisions of subchapter C of chapter 227 is a lien in favor of the United States upon all property belonging to the person fined or ordered to pay restitution. Pursuant to § 3613(d), a notice of lien shall be considered a notice of lien for taxes for the purposes of any State or local law providing for the filing of a tax lien. The lien arises at the time of the entry of judgment and continues until the liability is satisfied, remitted, or set aside, or until it becomes unenforceable pursuant to § 3613(b).

Name of Defendant: Jason Jayavarman U.S. Attorney No.: 2016A39488/001

Social Security Number: \*\*\*-\*\*-3474 Date of Birth: October 15, 1969

Residence: 3324 Eide Street, Anchorage, AK 99503-4708

Amount of Fine/Restitution: \$50,000.00

Court Imposing Judgment: United States District Court (District of Alaska)

Court Number: 3:13-CR-00097-SLG

Date of Entry of Judgment: March 24, 2016

Rate of Interest: 0.62%

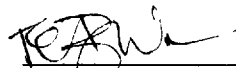
If payment becomes past due, penalties totaling up to twenty-five (25) percent of the principal amount past due may arise. 18 U.S.C. § 3612(g).

**IMPORTANT RELEASE INFORMATION:** With respect to the lien listed above, this notice shall operate as a certificate of release pursuant to 18 U.S.C. § 3613(b) by operation of law, but no later than the date of March 24, 2054 (twenty years, plus term of imprisonment).

This notice was prepared and signed at Anchorage, Alaska, on this 11th day of April, 2016.

Please file in the Anchorage Recording District, and return to:

United States Attorney  
Attn: Financial Litigation Unit  
222 W. 7th Ave., #9, Rm. 253  
Anchorage, AK 99513-7567  
Phone: (907) 271-5071

  
E. BRYAN WILSON  
Assistant United States Attorney



PNT 84810

AFTER RECORDING RETURN TO:

FNBA - Escrow  
PO BOX 100720  
ANCHORAGE, AK 99510

## DEED OF TRUST

THIS DEED OF TRUST, made and executed this 28 day of SEPTEMBER, 2007, by and among Ganesh D. Dhamale, an married person, as Trustor, whose address is P.O. BOX 90803 ANCHORAGE, AK 99509; and Pacific Northwest Title of Alaska, Inc., as Trustee, whose address is 3201 "C" St., Suite 110, Anchorage, Alaska 99503; and Jason Jayavarman, a unmarried person, as Beneficiary, whose address is 3324 FIVE ST. ANCHORAGE, AK 99503.

## W I T N E S S E T H:

Trustor hereby grants, bargains, sells and conveys to Trustee, in trust, with power of sale, the following described real property situated in the State of Alaska:

Lot Six (6), Block Three (3) of CHUGACH MEADOWS, according to the official plat thereof, filed under Plat No. 71-87, books and records of the Anchorage Recording District, Third Judicial District, State of Alaska;

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Deed of Trust. All of the foregoing is referred to in this Deed of Trust as "Property."

This Deed of Trust is for the purpose of securing performance of each agreement of Trustor herein contained and payment of the principal sum of **Forty Thousand and 00/100 Dollars (\$40,000.00)**, plus interest, in accordance with the terms of a Deed of Trust Note of even date herewith, payable to Beneficiary or order and made by Trustor, and all renewals, modifications and extensions thereof, together with interest thereon at such rate as shall be agreed upon. The date of Maturity of this Deed of Trust is

To protect the security of this Deed of Trust, Trustor covenants and agrees:

1. To keep the subject property in good condition and repair; to permit no waste thereof; to complete any building, structure, or improvements being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and, to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the subject property.

2. To pay, before delinquent, all lawful taxes, assessments, homeowners and condominium dues, encumbrances, and liens, including any future taxes, assessments, homeowners and condominium dues, encumbrances, and liens, upon the subject property having priority over this Deed of Trust and to keep the subject property free and clear of all other taxes, assessments, homeowners and condominium

association liens, charges, liens or encumbrances impairing the security of this Deed of Trust. Failure to pay such taxes, assessments, homeowners and condominium dues, encumbrances, and liens shall constitute a default under this Deed of Trust.

3. To keep all buildings now or hereafter erected on the subject property continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust with Beneficiary named an additional insured. If there are to be no improvements or structures located on the subject property this paragraph shall not apply. Unless Beneficiary and Trustor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to the Trustor. Such application shall not cause discontinuation of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of trustor in insurance policies then in force shall pass to the purchaser at the foreclosure sale. Insurance proceeds applied to the loan shall reduce the loan debt by that amount, but shall not relieve Trustor of the requirement to make any payment or fulfill any other obligation required by the Deed of Trust Note or this Deed of Trust.

4. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including the cost of evidence of title and attorneys' fees, in any such action or proceeding in which Beneficiary or Trustee may appear and in any suit brought by Beneficiary or Trustee to foreclose this Deed of Trust.

5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of Trustee and Beneficiary incurred in enforcing the obligation secured hereby and including Trustee's and Beneficiary's attorneys' fees and costs actually incurred.

6. If Trustor fails to perform the covenants and agreements contained in this Deed of Trust, or there is a legal proceeding that may significantly affect Beneficiary's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation, or to enforce laws or regulations), then Beneficiary may do and pay for whatever is necessary to protect the value of the Property and Beneficiary's rights in the Property. Beneficiary's actions may include paying any sums secured by a lien which has priority over this Deed of Trust, paying insurance premiums for the protection of the property, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Beneficiary may take action under this paragraph 6, Beneficiary does not have to do so.

Any amounts disbursed by Beneficiary under this section shall become additional debt of Trustor secured by this Deed of Trust. Unless Trustor and Beneficiary agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Beneficiary to Trustor requesting payment.



**IT IS MUTUALLY AGREED THAT:**

1. In the event any portion of the subject property is taken or damaged in an eminent domain proceeding, the entire amount of the award, or such portion thereof as may be necessary to fully satisfy the obligation secured hereby, is hereby assigned and shall be paid to Beneficiary, who may apply or release such monies received by it in the same manner and with the same effect as provided hereinabove for disposition of proceeds of fire and other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. Upon the written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Deed of Trust Note secured hereby to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property held hereunder. The recital of any matters or facts in any reconveyance executed under this Deed of Trust shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled hereto".

4. As additional security, Trustor hereby gives to and confers on Beneficiary the right, power and authority, during the continuation of this trust, to collect rents, issues and profits of the subject property, reserving unto Trustor the right, prior to any default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreements hereunder, to collect and retain such rents, issues and profits as they become due and payable. On any such default, Beneficiary may, at any time and without notice, either in person, by agent or by a receiver to be appointed by the court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the subject property, or any part thereof, and, in its own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, on any indebtedness secured hereby and in such order as Beneficiary may determine. The entering upon and taking possession of the property, the collection of rents, issues and profits and the application thereof as set forth herein shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

**5. Remedies.**

(a) Upon written request therefor by Beneficiary, specifying the nature of the default or the nature of the several defaults and the amount or amounts due and owing, Trustee shall execute a written notice of default and of its election to cause the subject property to be sold in order to satisfy the obligation hereof, and Trustee shall cause said notice to be recorded in the Office of the Recorder of each recording district wherein the real property, or some part thereof, is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed after recordation of said notice of default, Trustee, without demand on Trustor, shall sell the property



at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest and best bidder for cash, in lawful money of the United States of America, payable at time of sale. Trustee may postpone the sale of all or any portion of the subject property by public announcement at the time and place of said sale and, from time to time thereafter, may postpone said sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recital in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person except Trustee may purchase at said sale.

After deducting all costs, fees and expenses of Trustee and of this trust, including the cost of evidence of title and reasonable attorneys' fees in connection with said sale, Trustee shall apply the proceeds of the sale (1) to the payment of all sums expended under the terms hereof not then repaid, with accrued interest at the rate set forth in the Deed of Trust Note secured hereby; (2) to all other sums then secured hereby; and, (3) the surplus, if any, to the person or persons legally entitled thereto.

(b) The power of sale conferred by this Deed of Trust and the laws of the State of Alaska is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed judicially. Beneficiary may also bring suit on the Deed of Trust Note secured hereby; and, if execution does not satisfy the judgment, it may form the basis of judicial foreclosure of the collateral.

6. Beneficiary may, from time to time, as provided by statute, appoint another Trustee in the place and stead of Trustee herein named and, thereupon, the Trustee herein named shall be discharged and the Trustee so appointed shall be substituted as Trustee hereunder, and have the same effect as if originally named Trustee herein.

7. All payments made under the note or notes secured hereby shall be added together and the aggregate amount thereof shall be paid each month in a single payment to be applied by Beneficiary to the following items in the order set forth:

(a) Late fees or sums expended by the Beneficiary pursuant to this Deed of Trust; and

(b) Interest on the note or notes secured hereby; and

(c) Reduction of the principal of the said note or notes.

Any deficiency in the amount of such aggregate monthly payment, shall, unless made good within 30 days, constitute an event of default under this Deed of Trust.

8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the holder and owner of the Deed of Trust Note secured hereby, whether or not named as Beneficiary herein, or, if the Note has been pledged, the pledgee thereof. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.

9. Trustor requests that a copy of any notice of default and of any notice of sale hereunder to be mailed to Trustor at Trustor's address set forth hereinabove.



10. For the purposes of Alaska Stat. §34.20.150 the period of this instrument and its date of maturity is 35 years from the date of execution of this Deed of Trust. In the event a Deed of Reconveyance for this Deed of Trust is not recorded within the 35 year period, it is the intent of the parties to this Deed of Trust that this Deed of Trust stay in full force and effect until the underlying obligations which it secures are satisfied in full.

11. Trustor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Trustor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of household consumer products for consumer uses.

Trustor shall promptly give Beneficiary notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and Hazardous Substance of Environmental Law of which Trustor has actual knowledge. If Trustor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Trustor shall promptly take all necessary remedial actions in accordance with Environmental Law.

"Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the State of Alaska that relate to health, safety or environmental protection.

12. The Trustor or any other person bound by this Deed of Trust and the note it secures is personally obligated and fully liable for the amount due under the note. The Beneficiary has the right to sue on the note and obtain a personal judgment against the undersigned Trustor or any other person bound by this Deed of Trust and the note it secures for satisfaction of the amount due under the note either before, after or without a judicial foreclosure of the mortgage or Deed of Trust under Alaska Stat. §09.45.170 - §09.45.220.

13. The escrow is to be set up at , or such other financial institution as is mutually acceptable to the parties.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust on the day and year first above written.



Ganesh D. Dhamale

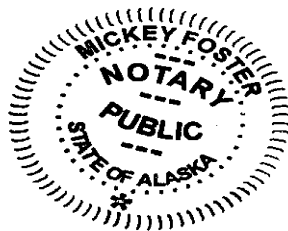
"Trustor"



[illegible]

THIS IS TO CERTIFY that on this 28 day of SEPT, 2007, before me, the undersigned, a Notary Public in and for Alaska, personally appeared **Ganesh D. Dhamale**, to me known and known to me to be the individuals named in and who executed the foregoing instrument and s acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein stated.

WITNESS my hand and official seal the day and  
year in this certificate first above written.



MICKEL FOSTER  
NOTARY PUBLIC in and for Alaska  
My Commission Expires: 04/3/2010

**SCHADT LAW OFFICE, P.C.**  
Attorneys at Law  
2909 Arctic Boulevard, Suite #103  
Anchorage, Alaska 99503  
Telephone: (907) 562-0990  
Facsimile: (907) 562-0989

DEED OF TRUST



6 of 6  
2007-062132-0

# The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the 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 Jerry T. Donahoe has been established and duly consummated, in conformity to law, for the following described land:

Seward Meridian, Alaska.

T. 12 N., R. 3 W.,  
Sec. 5, Subst., N. 100, S. 100.

The aforesaid contains 160 acres, according to the Official Plat of the Survey of the said Land on file in the Bureau of Land Management.

22783-1

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said Jerry T. Donahoe the tract of Land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said Jerry T. Donahoe and to his heirs and assigns forever; subject to any vested and reserved 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 reserved from the lands hereby granted, a right of way thereon for roads, roadways, highways, turnpikes, trails, bridges, and appurtenant structures constructed or to be constructed by or under 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). And there is also, reserved to the United States a right of

Amherst College

4-1044  
(October 1948)

may for the construction of railroads, telegraph and telephone lines in accordance with the Act of March 12, 1914 (38 Stat. 305). Excepting and reserving, also, 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.

22783-2

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

GIVEN under my hand, in the District of Columbia, the SEVENTEENTH day of MAY in the year of our Lord one thousand nine hundred and FIFTY and of the Independence of the United States the one hundred and SEVENTY-FOURTH.

For the Director, Bureau of Land Management.

By Jas. J. Homer  
Chief, Patent Section

U. S. GOVERNMENT PRINTING OFFICE 16-50824-1

(MARCH 15, 1951)

1951 1:30 P.M.  
Jury T. Donahoe Box 441  
Mt. Vernon, A.D. 710  
District Recorder

INDENTURE FOR RESTRICTIVE COVENANTS

FOR

CHUGACH MEADOWS SUBDIVISION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS:

On the date hereinafter set forth, for the purpose of developing a uniform development plan and scheme, designed to preserve the aesthetic values of the area and to enhance and stabilize the property values for the benefit of the owners (Declarants), the Greater Anchorage Area Borough and the general public, and;

WHEREAS, the aforesaid development plan and scheme is intended to encompass all tracts, lots, blocks and parcels of real property fronting on the East side of the New Seward Highway, situated between 64th Avenue and Dimond Boulevard, in the Greater Anchorage Area Borough, Anchorage Recording District, State of Alaska, a specific proportion of which is described as follows:

Lots 1 through 7 of Block 1 and lots 1 through 5 of Block 6, CHUGACH MEADOWS SUBDIVISION, according to the recorded plat thereof.

The Declarants, being all of the owners of the above described properties affected hereby, do hereby restrict the use of said property as follows:

PART A - MUTUAL CONSIDERATION AND CONDITIONS PRECEDENT:

A-1 PARTICIPATION BY OWNERS

It is intended as one of the conditions precedent that 100 percent of the owners of all tracts fronting on the New Seward Highway between 64th Avenue and Dimond Boulevard execute covenants analogous to those hereinafter set forth. Otherwise, these covenants shall have no force and effect.

A-2 CONTINGENT UPON CERTAIN ZONING

These covenants shall have no force and effect until or unless the Greater Anchorage Area Borough Assembly amends the zoning map ordinance to designate the parcels affected hereby as "B-3", "I-1" or combinations of same, as currently defined in the Greater Anchorage Area Borough Zoning Ordinances.

PART B - PUBLIC EASEMENT GRANTED:

B-1 GREEN AREAS

The West twenty (20) feet of each lot, tract, or parcel fronting on the right-of-way of the New Seward Highway shall be devoted to a planted area and shall be so maintained by the owners or tenants, whomever be in possession of said parcels; provided

REYNOLDS AND TOBEY  
ATTORNEYS AT LAW  
805 WEST THIRD AVENUE  
ANCHORAGE, ALASKA 99501  
(907) 277-4532

that such areas be planted and maintained in grass, shrubbery or trees.

B-2 PUBLIC EASEMENT

A public easement is hereby created in and to the areas described in the previous paragraph; provided that the public shall have no right to trespass on such areas, nor shall the public or business invitees be permitted to park or otherwise encroach upon said areas.

B-3 EGRESS AND INGRESS

It is specifically provided that the owner, proprietor or lessee of any of the parcels herein described may create appropriate and well defined driveways and walkways through the herein provided green areas for public and private egress and ingress; provided that no more than one-third (1/3) of the green area for any one lot or parcel may be appropriated for such purpose.

B-4 EFFECT OF CONDEMNATION

It is specifically provided that each lot or parcel affected by these covenants contemplates that the lot lines nearest the New Seward Highway remain as presently constituted. Therefore, insofar as the green areas are concerned, any condemnation for public purposes which disturb said lot lines shall terminate the obligation to maintain green areas in the subservient lots so affected, only.

B-5 EFFECT OF REPLATTING

In the event any owner of a lot, tract or parcel affected by these covenants wishes to replat, so as to reduce or enlarge any units of land fronting upon the New Seward Highway, then, in such event, the aforesaid provisions shall apply to the frontage of any such redefined lots or parcels. Provided however, if the owner of a tract or tracts, including lots, applies for replatting to enlarge any of the affected premises for the purpose of accommodating a permitted use, and the applicant be denied such replatting by the Greater Anchorage Area Borough Planning Commission or Assembly; then, in such event, the green areas provided herein for the lots or tracts so affected, may be eliminated at the option of the applicant owner.

PART C - LAND USE RESTRICTIONS:

C-1 BUSINESS PROHIBITED

Although the following principal uses are permitted by virtue of §21-5(L)(2)b. of the Greater Anchorage Area Borough Zoning Ordinance, the following businesses are hereby prohibited within the lots, tracts and parcels affected by these covenants:

- (1) Automobile display lots, new and used
- (2) Automobile car washes
- (3) Bus terminals
- (4) Aircraft display lots, new and used

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ATTORNEYS AT LAW  
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ANCHORAGE, ALASKA 99501  
(907) 277-4592

C-2 NO SPECIAL EXCEPTIONS

No owner or lessee of any of the premises hereby affected shall make use of such premises, as permitted by special exceptions, for the following uses and structures:

- (1) Utility substations
- (2) Heliports
- (3) Marquees, overpasses and similar substantial projections into public airspace, except broadcasting and receiving antenna, together with any signs to be mounted thereon.
- (4) Drive-in movie theatres

C-3 BUILDING RESTRICTIONS

The following restrictions are placed upon any proposed buildings and structures to be erected on the premises affected by these covenants:

- (a) All commercial structures erected shall be modern and standard in design and, unless constructed of stone, brick or block, shall be painted, and all structures shall be maintained in a good state of repair.
- (b) Any additions to any structures erected upon the premises must be in keeping with or compatible to the original design of the buildings or structures so extended.
- (c) No quonset huts or temporary or unpainted buildings or structures shall be allowed to be erected upon the premises; provided that temporary structures for specific limited purposes, as permitted by law or ordinance, may be erected for periods not to exceed 90 days.
- (d) Loading docks or ramps are hereby prohibited on the New Seward Highway side of any structure to be erected or situated on the lots, tracts or parcels herein affected.
- (e) All stockpiling of materials incidental to any permitted business use shall be kept out of view of persons travelling upon the New Seward Highway, either by providing storage to the rear of any buildings located on such frontage lots or parcels or by the erection of appropriate screening fences. All possible efforts shall be made to preserve the natural trees, except those required to be moved from building or parking sites.

PART D - GENERAL PROVISIONS:

D-1 TERM

These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded; provided that the conditions precedent and contingencies set forth in Part A hereof should occur, and the zoning requirements hereof be met and continue during such term.

REYNOLDS AND TOBEY  
ATTORNEYS AT LAW  
805 WEST THIRD AVENUE  
ANCHORAGE, ALASKA 99501  
(907) 277-4532

D-2 AMENDMENT

These covenants are not subject to amendment, unless terminated by the conditions precedent and contingencies provided in Part A hereof; until or unless one-hundred percent (100%) of the property owners agree and permission is obtained from the Greater Anchorage Area Borough Assembly or its successor.

D-3 ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant herein, either to restrain violation or to recover damages. In that these covenants are made not only upon mutual considerations, hereinbefore recited, between the owners of the subject property, but are further based upon public considerations, and so dedicated, these covenants may be enforced by property owners, whether situated inside or outside of the subject tract or by the Greater Anchorage Area Borough. In such regard, Declarants specifically waive objection to the capacity of the aforesaid parties when seeking to enforce the provisions hereof.

D-4 COVENANTS TO RUN WITH THE LAND

These covenants shall be binding upon the owners, their successors and assigns, and their heirs, executors, and administrators, if applicable.

D-5 SEVERABILITY

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

DATED at Anchorage, Alaska, this 13<sup>th</sup> day of March, 1973.

Delbert E. Alsop  
Delbert E. Alsop

Dean R. Dewey  
Dean R. Dewey

Bryce L. Howlett  
Bryce L. Howlett

MIDNIGHT SUN BROADCASTERS, INC.

By Alvin O. Bramstedt  
Alvin O. Bramstedt, President

REYNOLDS AND TOBEY  
ATTORNEYS AT LAW  
805 WEST THIRD AVENUE  
ANCHORAGE, ALASKA 99501  
(907) 277-4532

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 12th day of March, 19 75, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared DELBERT E. ALSOP to me known and known to me to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same freely and voluntarily as his act and deed, for the uses and purpose therein mentioned.

DATED at Anchorage, Alaska, the day, month and year herein last above written.

Kathryn M. Johnson  
Notary Public for Alaska  
My Commission Expires: 9-24-73

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 11th day of March, 19 75, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared DEAN R. DEWEY to me known and known to me to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same freely and voluntarily as his act and deed, for the uses and purpose therein mentioned.

DATED at Anchorage, Alaska, the day, month and year herein last above written.

Blenda B. Dewey  
Notary Public for Alaska  
My Commission Expires: 9-22-75

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 13th day of March, 19 75, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared BRYCE L. HOWLETT known to me to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same freely and voluntarily as his act and deed, for the uses and purpose therein mentioned.

DATED at Anchorage, Alaska, the day, month, and year herein last above written.

Sam Nathan Scardi  
Notary Public for Alaska  
My Commission Expires:  
Dec. 13, 1975

REYNOLDS AND TOBEY  
ATTORNEYS AT LAW  
805 WEST THIRD AVENUE  
ANCHORAGE, ALASKA 99501  
(907) 271-3532

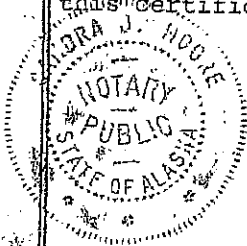


*misc.*  
BOOK 214 PAGE 826  
Anchorage Recording District

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 13 day of March,  
19 73, before me, the undersigned, a Notary Public in and for  
the State of Alaska, duly commissioned and sworn, personally  
appeared ALVIN O. BRAMSTEDT, known to me and to me known to be  
the President of the above named corporation MIDNIGHT SUN BROADCASTERS,  
INC., and he acknowledged to me that he signed the same freely and  
voluntarily for the uses and purposes stated therein.

WITNESS my hand and official seal on the day and year in  
this certificate first above written.



*Sandra J. Moore*  
Notary Public for Alaska  
My Commission Expires: 6/30/75

73-008717  
1325

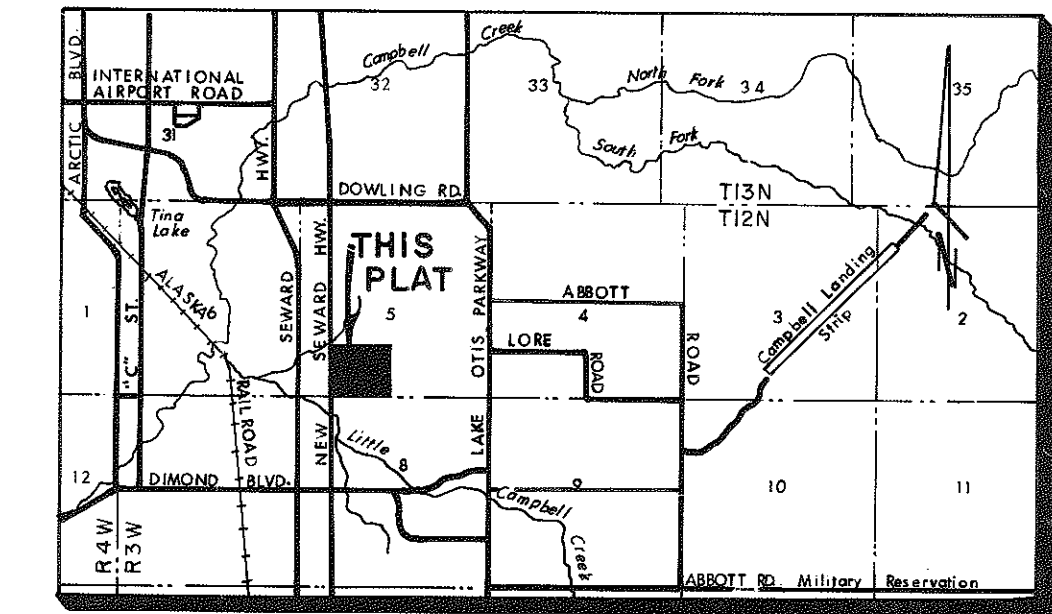
RECORDED-FILED  
ANCHORAGE REC.  
DISTRICT

MAR 14 4 28 PM '73

REQUESTED BY *Robert Reynolds, Atty.*  
ADDRESS \_\_\_\_\_

REYNOLDS AND TOBEY  
ATTORNEYS AT LAW  
805 WEST THIRD AVENUE  
ANCHORAGE, ALASKA 99501  
(907) 277-4532

LEGEND  
● Existing Rebar  
● Existing Brass Cap Monument  
H & T Set At All Corners  
Unless Otherwise Noted.



VICINITY MAP  
SCALE: 1" = 1 MILE

CERTIFICATE OF OWNERSHIP AND DEDICATION  
I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON. I HEREBY REQUEST APPROVAL OF THIS PLAT, SHOWING SUCH EASEMENTS FOR PUBLIC UTILITIES, ROADS, AND ALLEYS DEDICATED BY ME FOR PUBLIC USE.

*Delbert L. Alsop*  
DELBERT L. ALSOP  
BOX 196, ANCHORAGE, ALASKA

NOTARY'S ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN BEFORE ME THIS 29th DAY OF April, 1971.

*Margaret P. Peltz*  
NOTARY FOR ALASKA  
COMMISSION EXPIRES January 5, 1975

PLAT APPROVAL

PLAT APPROVED BY THE BOROUGH PLANNING COMMISSION THIS

7th DAY OF April, 1971.  
*Ed Simmons*  
AUTHORIZED OFFICIAL

ENGINEER'S CERTIFICATE

I, THE UNDERSIGNED REGISTERED ENGINEER OR SURVEYOR HEREBY CERTIFY THAT A LAND SURVEY HAS BEEN COMPLETED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT CORNERS AND MONUMENTS HAVE BEEN LOCATED AND ESTABLISHED AND THAT DIMENSIONS SHOWN HEREON ARE TRUE AND CORRECT.

APRIL 29, 1971.

*Walter Sigurdson*  
ENGINEER OR SURVEYOR

NOTES

- THIS SUBDIVISION, AT THE TIME OF FILING, IS NOT SERVED BY PUBLIC WATER AND SEWAGE FACILITIES. NO ON-SITE WATER AND/OR SEWAGE DISPOSAL FACILITIES MAY BE CONSTRUCTED WITHOUT PRIOR APPROVAL OF THE HEALTH DEPARTMENT.
- DUE TO PHYSICAL LIMITATIONS, CERTAIN LOTS IN THIS SUBDIVISION MAY NOT BE DEVELOPED WITH ON-SITE WATER AND SEWAGE DISPOSAL FACILITIES.
- AT THE TIME OF FILING OF THIS PLAT, A PORTION OF THE LANDS INCLUDED WITHIN THE BOUNDARIES OF THIS SUBDIVISION LIES WITHIN THE FLOOD HAZARD AREA OF CAMPBELL CREEK AS DEFINED BY THE U.S. ARMY CORPS OF ENGINEERS. THESE LANDS MAY BE SUBJECT TO PERIODIC FLOODING, AND PLANS FOR THEIR DEVELOPMENT AND USE ARE REQUIRED BY ORDINANCE TO BE APPROVED BY THE GREATER ANCHORAGE AREA BOROUGH PUBLIC WORKS DEPARTMENT.

AREA CONTAINS 49.297 ACRES MORE OR LESS.

CHUGACH MEADOWS

LOCATED IN  
S 1/2, SECTION 5, T12N, R3W, Seward Meridian, AK.

HEWITT V. LOUNSBURY & ASSOCIATES  
ENGINEERS - SURVEYORS

ANCHORAGE ALASKA

DATE: MARCH 8, 1971 SCALE: 1" = 100'

DRAWN: R.W.G. & M.A. SHEET 1 of 1

CHECKED: R.R.M. GRID: 2132 & 2133

71-87  
ANCHORAGE  
5/17/71  
G.A.A.B.

PARK WOOD ESTATES  
SUBD.

UNSUBDIVIDED

S 89°56'50"E

1,627.74

E. 72nd AVE.

E. 73rd AVE.

E. 74th AVE.

E. 75th AVE.

E. 76th AVE.

UNSUBDIVIDED

CURVE DATA					
No.	Delta Angle	Radius	Arc Length	Tangent Length	Chord Length
29.	15°56'10"	270.40	75.20	37.85	74.96
30.	108°06'50"	20.00	3.774	27.59	32.38
31.	89°58'20"	20.00	31.41	19.99	28.29
32.	44°25'00"	20.00	15.50	8.16	15.12
33.	59°27'10"	50.00	51.88	28.55	49.59
34.	51°34'00"	50.00	42.00	24.15	43.50
35.	5°34'00"	50.00	45.00	24.15	43.50
36.	178°48'10"	50.00	156.03	100.00	100.00
37.	16°13'00"	50.00	14.15	7.12	14.10
38.	44°25'00"	20.00	15.50	8.16	15.12
39.	18°33'30"	240.40	77.86	39.28	77.52

CURVE DATA					
No.	Delta Angle	Radius	Arc Length	Tangent Length	Chord Length
1.	5°26'50"	7789.44	740.40	370.48	740.12
2.	0°13'10"	7789.44	30.00	15.00	30.00
3.	0°49'40"	7789.44	112.50	56.25	112.50
4.	0°49'40"	7789.44	112.51	56.26	112.51
5.	0°49'40"	7789.44	112.55	56.27	112.55
6.	0°49'40"	7789.44	112.61	56.30	112.61
7.	0°49'40"	7789.44	112.69	56.34	112.69
8.	0°49'40"	7789.44	112.79	56.40	112.79
9.	0°13'20"	7789.44	30.10	15.05	30.10
10.	0°02'00"	7789.44	4.66	2.33	4.66
11.	44°25'00"	20.00	15.50	8.16	15.12
12.	37°33'00"	50.00	32.77	17.00	32.19
13.	52°23'00"	50.00	45.71	24.59	44.14
14.	52°23'00"	50.00	45.71	24.59	44.14

CURVE DATA					
No.	Delta Angle	Radius	Arc Length	Tangent Length	Chord Length
15.	36°32'20"	50.00	31.89	16.51	31.35
16.	44°24'50"	20.00	15.50	8.16	15.12
17.	178°51'30"	50.00	156.08	99.86	99.86
18.	90°01'40"	20.00	31.43	20.01	28.29
19.	77°29'20"	20.00	27.05	16.05	25.03
20.	6°01'00"	270.40	28.40	14.21	28.39
21.					
22.					
23.	18°33'30"	210.40	68.15	34.37	67.85
24.	18°33'30"	240.40	77.86	39.28	77.52
25.	15°27'00"	240.40	64.83	32.61	64.63
26.	3°06'30"	240.40	13.04	6.52	13.04
27.	18°03'30"	270.40	85.22	42.97	84.87
28.	2°07'20"	270.40	10.02	5.01	10.02

# AFFIDAVIT

STATE OF ALASKA )  
 ) ss  
THIRD JUDICIAL DISTRICT )

WILLIAM H. BEATY, First being duly sworn upon  
oath deposes and says:

1. I am the Director of Planning of the  
Greater Anchorage Area Borough.

2. In the case of Chugach Meadows Subdivision located S 1/2, Sec. 5, T12N, R3W, Seward Meridian, Alaska, which was filed on May 7, 1971 at the Anchorage Recorder's District Office, the following information should be recognized as true as of this day, May 22, 1973:

The Note attached to and made a part of the above  
plat number 71-87 and identified as Note #3 reading

At the time of filing of this plat, a portion of the lands included within the boundaries of this subdivision lies within the flood hazard area of Campbell Creek as defined by the U.S. Army Corps of Engineers. These lands may be subject to periodic flooding, and plans for their development and use are required by ordinance to be approved by the Greater Anchorage Area Borough Public Works Department.

3. Said note is no longer applicable to the above cited plat. Since the time of filing of said plat of Chugach Meadows Subdivision, the U.S. Army Corps of Engineers, Alaska District has officially revised the Special Flood Hazard Report and Maps for Chester, Campbell, Fish and Ship Creek. This revised flood hazard report and map on plate #17 specifically shows the area within Chugach Meadows Subdivision not to be located within the limits of the Intermediate Regional Flood (100-year flood). This map now shows said

RECORDED - FILED  
ANCHORAGE REC. DIST.  
MAY 22 1973  
4:19 P.M.  
Requested by G.A.A.B  
Address \_\_\_\_\_

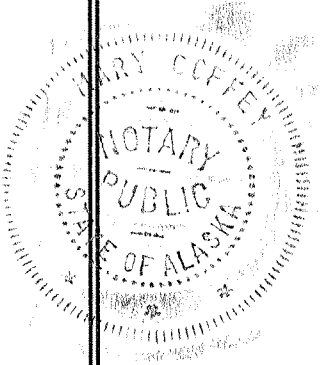
land to be a low area which must be adequately drained in order to prevent future problems and hazards will be very minor if drainage is complete and new structures are at or above grade.

Further your affiant sayeth not.

DATED This 22nd day of May, 1973.

William H. Beaty  
William H. Beaty  
Director of Planning  
Greater Anchorage Area Borough

SUBSCRIBED AND SWORN to before me this 22nd day of May, 1973.



Mary Coffey  
Notary Public in and for Alaska  
My Commission Expires: 6-25-75