

# Application for Preliminary Plat

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




PETITIONER*		PETITIONER REPRESENTATIVE (IF ANY)	
Name (last name first)	Zernia, Ed/Southcentral Foundation	Name (last name first)	Enterprise Engineering, Inc/Taylor Moore, PLS
Mailing Address	4501 Diplomacy Dr.	Mailing Address	2525 Gambell St. Suite 200
	Anchorage, AK 99518		Anchorage, AK 99503
Contact Phone – Day	(907) 529-4965	Contact Phone – Day	(907) 563-3835
	Evening		Evening
Fax		Fax	(907) 563-3817
E-mail	ezernia@southcentralfoundation.com	E-mail	mooret@eeiteam.com

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


PROPERTY INFORMATION			
Property Tax # (000-000-00-000): 008-011-35-000, 008-011-36-000, 008-011-45-000, & 008-011-46-000			
Site Street Address: 4501 and 4441 Diplomacy Dr., & 4160 Tudor Centre Dr., Anchorage AK 99508			
Current legal description: (use additional sheet if necessary)			
Lot 5A & Lot 6A, Block 3, Tudor Centre Subdivision, Plat No. 92-94 and			
Lot 7 & Lot 8, Block 3, Tudor Centre Subdivision, Plat No. 85-350			
Zoning: B-3	Acreage: 4.738	Underlying Plat #: 92-94 & 85-350	Grid #: SW 1736
# Lots: 4	# Tracts: 0	Total # parcels: 4	

PROPOSED SUBDIVISION INFORMATION		
Proposed legal description: (use additional sheet if necessary)		
Lot 8A, Block 3, Tudor Centre Subdivision		
# Lots: 1	# Tracts: 0	Total # parcels: 1

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

Signature   Owner  Representative Date 03/28/2016  
 (Representatives must provide written proof of authorization)

Taylor Moore, PLS

Print Name	Accepted by:	Poster & Affidavit:	Fee:	Case Number:	Requested Meeting Date:
		N/A	\$1,350.00	S12278	5-23-16

PP (Rev. 12/13) Front – "NEW" CODE

S 1 2 2 7 8 - - MAY 23 2016



# Application for Right-of-Way and Easement Vacation

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

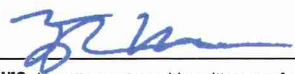
Please fill in the information asked for

PETITIONER*		PETITIONER REPRESENTATIVE (IF ANY)	
Name (last name first)	Zernia, Ed/Southcentral Foundation	Name (last name first)	Enterprise Engineering/Moore, Taylor PLS
Mailing Address	4501 Diplomacy Dr. Anchorage, AK 99518	Mailing Address	2525 Gambell St. Suite 200 Anchorage, AK 99503
Contact Phone: Day: (907) 529-4965	Night:	Contact Phone: Day: (907) 563-3835	Night:
FAX:		FAX: (907) 563-3817	
E-mail: ezernia@southcentralfoundation.com		E-mail: mooret@eeiteam.com	

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

RIGHT-OF-WAY AND/OR INFORMATION		
Benefiting Property Tax #(000-000-00-000): 008-011-35-000, 008-011-36-000, 008-011-45-000 & 008-011-46-000		
Site Street Address: 4501 and 4441 Diplomacy Dr., & 4160 Tudor Centre Dr., Anchorage AK 99508		
Description of right-of-way/easement: (use additional sheet if necessary)		
<p>The 10' T&amp; E easement along the south 10' of Lot 5A and 6A, Tudor Centre subdivision, per Plat No. 92-94, Anchorage Recording District, AK.</p> <p>The Fire Hydrant Easement on the South Boundary of Lot 1A, Block 3 Tudor Centre Subdivision per Plat 83-504, Anchorage Recording District, AK.</p>		
Zoning: B-3	Acreage: 4.738	Grid # SW 1736
# Lots: 4	# Tracts: 0	Total # parcels: 4

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

Date	Signature
3/28/2016	
(Agents must provide written proof of authorization)	

Accepted by:	Poster & Affidavit:	Fee	Case Number

S 1 2 2 7 8 - - MAY 23 2016

<b>COMPREHENSIVE PLAN INFORMATION</b>			
Anchorage 2020 Urban/Rural Services: <input type="checkbox"/> Urban <input type="checkbox"/> Rural			
Anchorage 2020 West Anchorage Planning Area: <input type="checkbox"/> Inside <input checked="" type="checkbox"/> Outside			
Anchorage 2020 Major Urban Elements: Site is within or abuts:			
<input checked="" type="checkbox"/> Major Employment Center	<input checked="" type="checkbox"/> Redevelopment/Mixed Use Area	<input type="checkbox"/> Town Center	
<input type="checkbox"/> Neighborhood Commercial Center	<input type="checkbox"/> Industrial Center		
<input type="checkbox"/> Transit - Supportive Development Corridor			
Eagle River-Chugiak-Peters Creek Land Use Classification:			
<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial	<input type="checkbox"/> Parks/opens space	<input type="checkbox"/> Public Land Institutions
<input type="checkbox"/> Marginal land	<input type="checkbox"/> Alpine/Slope Affected	<input type="checkbox"/> Special Study	
<input type="checkbox"/> Residential at _____ dwelling units per acre			
Girdwood- Turnagain Arm			
<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial	<input type="checkbox"/> Parks/opens space	<input type="checkbox"/> Public Land Institutions
<input type="checkbox"/> Marginal land	<input type="checkbox"/> Alpine/Slope Affected	<input type="checkbox"/> Special Study	
<input type="checkbox"/> Residential at _____ dwelling units per acre			

<b>ENVIRONMENTAL INFORMATION</b> (All or portion of site affected)					
Wetland Classification:	<input checked="" type="checkbox"/> None	<input type="checkbox"/> "C"	<input type="checkbox"/> "B"	<input type="checkbox"/> "A"	
Avalanche Zone:	<input checked="" type="checkbox"/> None	<input type="checkbox"/> Blue Zone	<input type="checkbox"/> Red Zone		
Floodplain:	<input checked="" type="checkbox"/> None	<input type="checkbox"/> 100 year	<input type="checkbox"/> 500 year		
Seismic Zone (Harding/Lawson):	<input checked="" type="checkbox"/> "1"	<input type="checkbox"/> "2"	<input type="checkbox"/> "3"	<input type="checkbox"/> "4"	<input type="checkbox"/> "5"

<b>RECENT REGULATORY INFORMATION</b> (Events that have occurred in last 5 years for all or portion of site)	
<input type="checkbox"/> Rezoning - Case Number:	
<input type="checkbox"/> Preliminary Plat <input type="checkbox"/> Final Plat - Case Number(s):	
<input type="checkbox"/> Conditional Use - Case Number(s):	
<input type="checkbox"/> Zoning variance - Case Number(s):	
<input type="checkbox"/> Land Use Enforcement Action for	
<input type="checkbox"/> Building or Land Use Permit for	
<input type="checkbox"/> Wetland permit: <input type="checkbox"/> Army Corp of Engineers <input type="checkbox"/> Municipality of Anchorage	

<b>POTABLE WATER AND WASTE WATER DISPOSAL</b>			
Potable Water provided by:	<input type="checkbox"/> Public utility	<input type="checkbox"/> Community well	<input type="checkbox"/> Private well
Wastewater disposal method:	<input type="checkbox"/> Public utility	<input type="checkbox"/> Community system	<input type="checkbox"/> Private on-site

<b>APPLICATION CHECKLIST</b>			
Fee: \$900 Paid			
Plat: Copies	<input checked="" type="checkbox"/> Plat, full size	<input checked="" type="checkbox"/> 8½x11 reduced copy	<input checked="" type="checkbox"/> Watershed sign off form, completed
Other	<input checked="" type="checkbox"/> Aerial photo	<input type="checkbox"/> Housing stock	<input checked="" type="checkbox"/> Zoning <input type="checkbox"/> One copy, original application
(35 sets short plat; 45 sets long plat)			
Property Title: <input checked="" type="checkbox"/> Certificate to Plat			
Documents to provided unless waived by Platting Officer:			
<input checked="" type="checkbox"/> Site topography (4 copies minimum)	Waived by _____		
<input type="checkbox"/> Soils investigation and analysis reports (4 copies minimum) *N/A	Waived by _____		
<input type="checkbox"/> Subdivision drainage plan *N/A	Waived by _____		

**Narrative for Lot Line Eliminations and Easement Vacations**

Petitioner Southcentral Foundation, represented by Enterprise Engineering is seeking to combine through platting action, four parcels into one. The subject parcels are located in Anchorage, AK and are legally described as: Lot 5A, and Lot 6A, Block 3 of Tudor Centre Subdivision (Plat No. 92-94) and Lot 7, and Lot 8, Block 3, of Tudor Centre Subdivision (Plat No. 85-350).

As part of this platting action we are seeking the vacation of the 10' T & E easement along the south boundary of Lot 5A & 6A. We are also seeking the vacation of the 10'x10' Fire Hydrant Easement that currently exists on the south boundary of Lot 8.

**Elimination of the interior lot lines between Lot 5A, Lot 6A, Lot 7 and Lot 8-** Lot 5A & Lot 8 are currently being used as a parking lot and are otherwise undeveloped. Through meetings with MOA's Traffic and Planning departments, we have determined that there are no shared parking agreements that are being used to satisfy parking requirements of offsite entities. Lot 6A and Lot 7 currently have one office building per each lot. We will work with MOA representatives to ensure that any future development on the proposed parcel is in compliance with Title 21.

**Vacation of the 10' T & E Easement along the south boundary of Lot 5A & 6A-** Underground utilities currently exist within a portion of this easement that we are seeking to vacate. We will work with the utility companies to reach an agreement with regard to the relocation of these utilities.

**Vacation of the 10'x10' Fire Hydrant Easement on the south boundary of Lot 8-** We are working with the Fire Department and AWWU to relocate the fire hydrant that currently exists within this easement. Once relocated a new easement for the hydrant will be granted, if applicable.

-Please contact Taylor Moore, P.L.S. with any questions: [mooret@eiteam.com](mailto:mooret@eiteam.com) / 563-3835

*Letter of Authorization*

To whom it may concern:

Enterprise Engineering, Inc. is hereby authorized to represent

Southcentral Foundation  
4501 Diplomacy Drive  
Anchorage, AK 99508

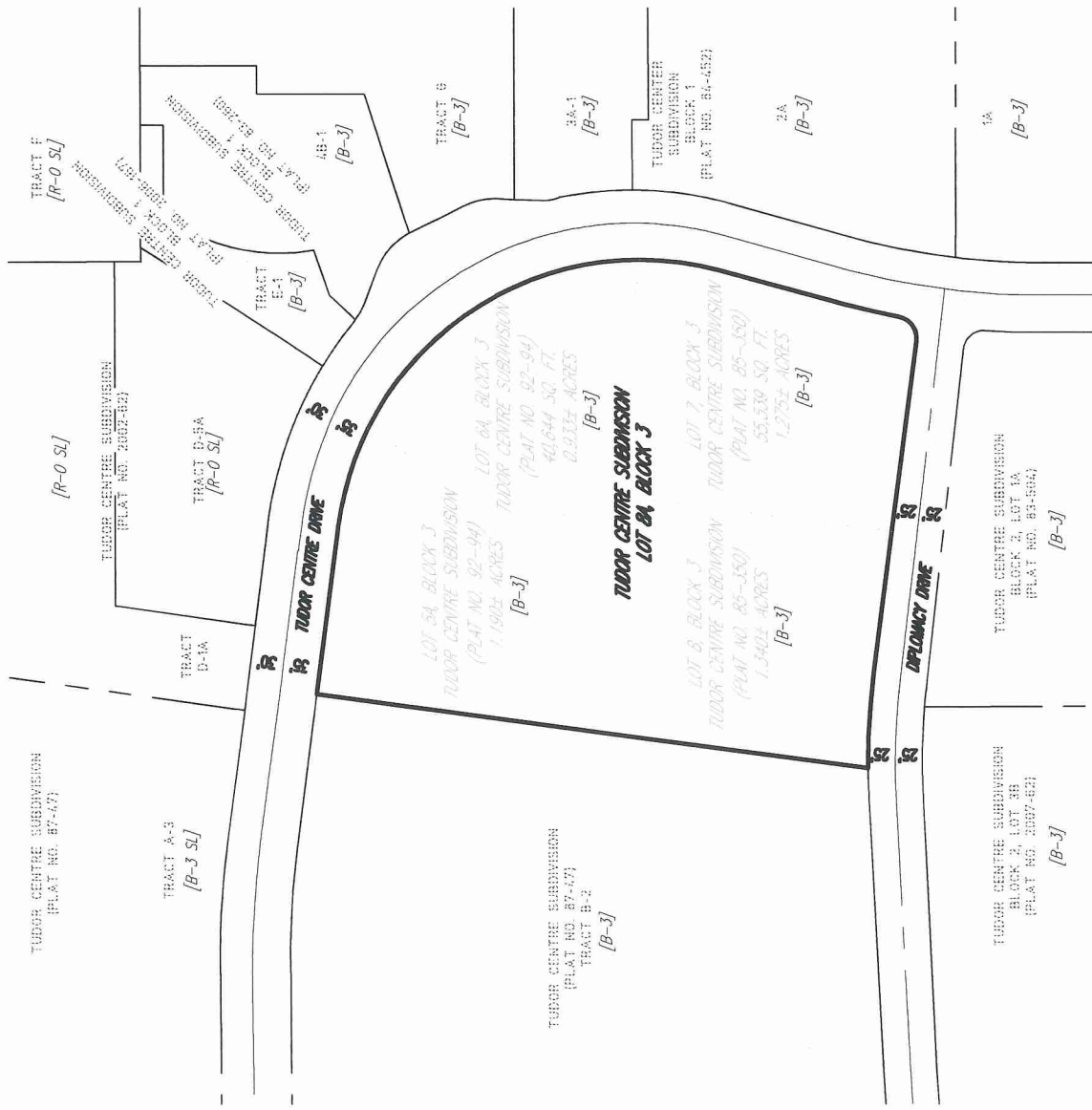
Through any permitting, surveying or platting processes for the following described property:  
*Lot 5A & 6A, Block 3, Tudor Center Subdivision (Plat No 92-94) and Lot 7 & 8, Block 3, Tudor Centre Subdivision (Plat No. 85-350), located in the Anchorage Recording District, Third Judicial District, State of Alaska.*

Agreed to this 20th day of March, 2016

This authorization expires 24 months from the above date.

By: \_\_\_\_\_

Title: \_\_\_\_\_



GRAPHIC SCALE

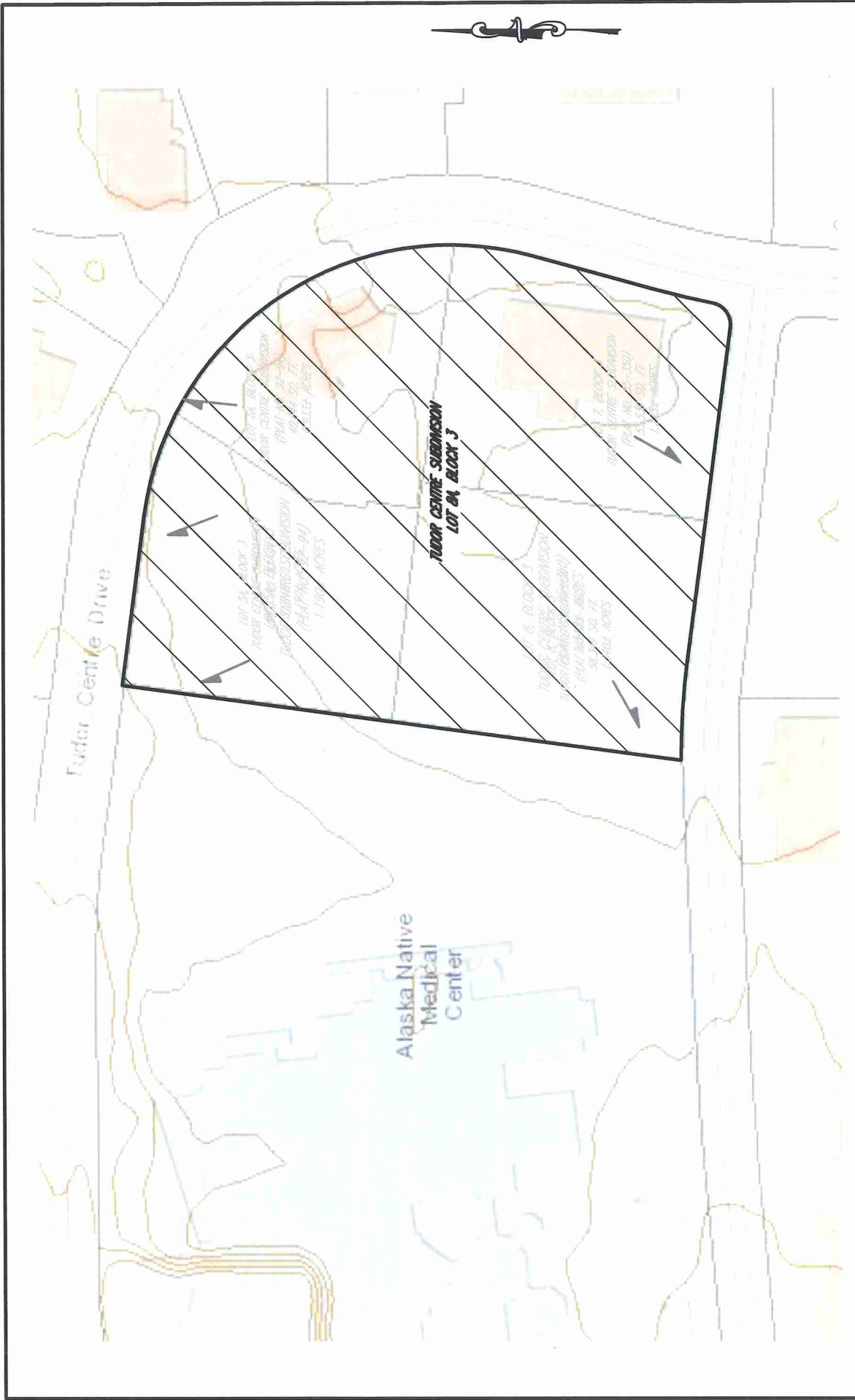
NOT TO SCALE

PROJECT/TITLE		ZONING MAP TUDOR CENTRE SUBDIVISION LOT 8A, BLOCK 3			
PROJ. NO.	DRAWING NO.	REV.			
8699	N/A	N/A			
DRN	CHK1	DATE	SHT.		
BMA/SMH	TMM	3-23-16	1	DF	1

**ENTERPRISE**  
ENGINEERING, INC.

5 DEPOT STREET  
FREETOWN, ME 04032  
TEL (207) 569-6006  
FAX (207) 569-8015

252 GAMBELL STREET  
ANNAPOLIS, MD 21403  
TEL (410) 343-3435  
FAX (410) 343-3817



**GRAPHIC SCALE**

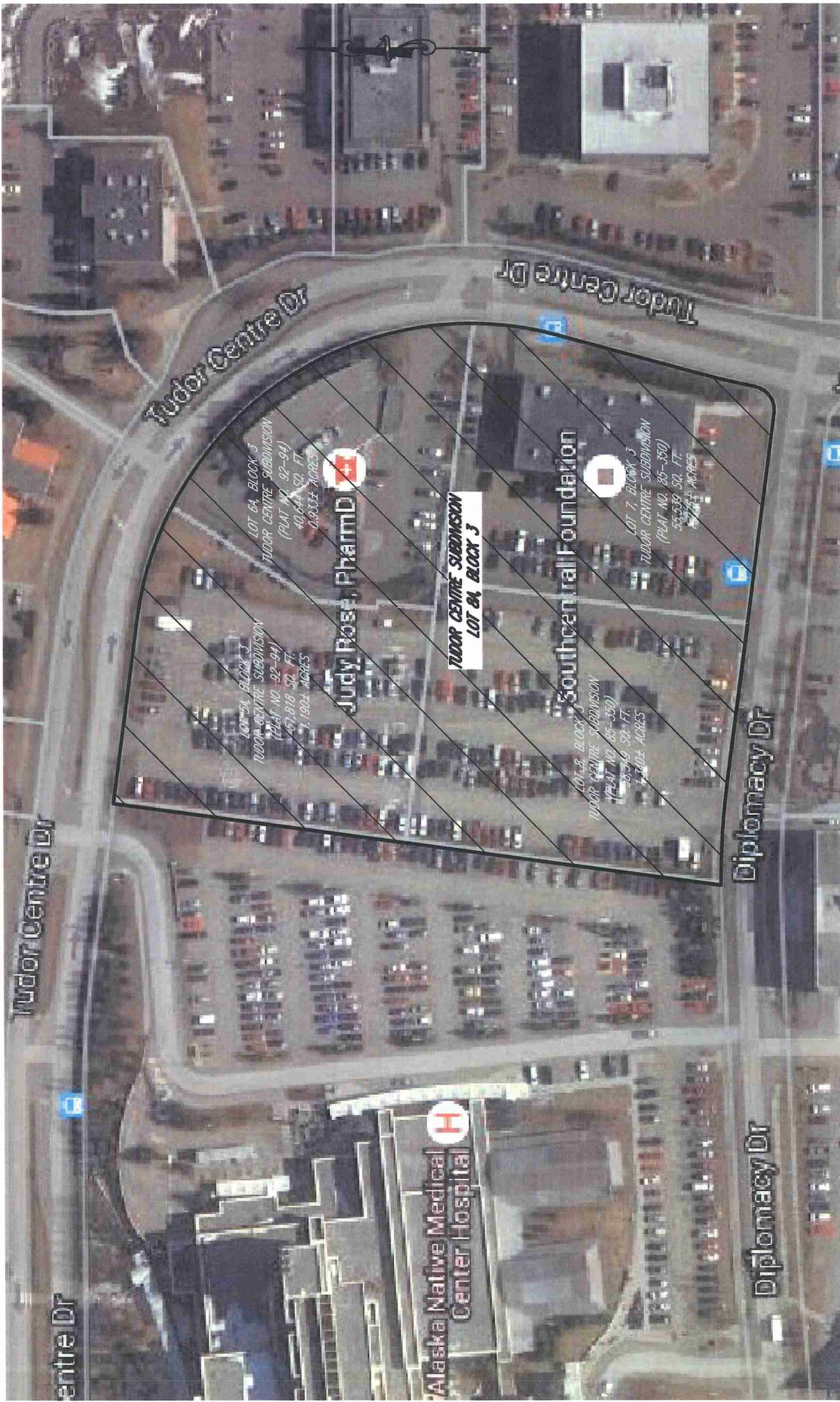
NOT TO SCALE

PROJECT/TITLE TOPOGRAPHIC AND DRAINAGE MAP  
 TUDOR CENTRE SUBDIVISION  
 LOT 8A, BLOCK 3

PROJ. NO.	DRAWING NO.	REV.	
8699	N/A		N/A
DRN	CHK	DATE	SHT.
BMA/SMH	TMM	3-23-16	1 OF 1

**ENTERPRISE**  
 ENGINEERING, INC.  
 2525 OMBELL STREET  
 ANCHORAGE, AK 99503  
 TEL. (907) 563-3325  
 FAX (907) 563-3817

5 BIRCH STREET  
 PORTLAND, ME 04132  
 TEL. (207) 866-8008  
 FAX (207) 866-8015



GRAPHIC SCALE

NOT TO SCALE

PROJECT/TITLE  
**AERIAL MAP**  
**TUDOR CENTRE SUBDIVISION**  
**LOT 8A, BLOCK 3**

PROJ. NO. 8699	DRAWING NO. N/A	REV. N/A	SHT. 1 OF 1
DRN BMA/SMH	CHKI TMM	DATE 3-23-16	

**ENTERPRISE**  
**ENGINEERING, INC.**  
 2525 GAMBELL STREET  
 ANCHORAGE, AK 99503  
 TEL. (907) 563-3033  
 FAX (907) 563-3017

5 DEPOT STREET  
 PLEASANT HILL (AK) 99503  
 TEL. (907) 869-8008  
 FAX (907) 869-8015





**ACCEPTANCE OF MEMBERSHIP AND RESOLUTION**

1. We, the undersigned, being the legal owners of the several lots shown on the attached plat, do hereby accept the provisions of the Declaration of Condominium for the development of the above described property, and we do hereby agree to be bound by the provisions of the Declaration of Condominium, the Bylaws, and the Rules and Regulations of the Condominium Association, and we do hereby agree to pay the assessments levied by the Association in accordance with the Declaration of Condominium, the Bylaws, and the Rules and Regulations of the Association.

2. We do hereby agree to be bound by the provisions of the Declaration of Condominium, the Bylaws, and the Rules and Regulations of the Association, and we do hereby agree to pay the assessments levied by the Association in accordance with the Declaration of Condominium, the Bylaws, and the Rules and Regulations of the Association.

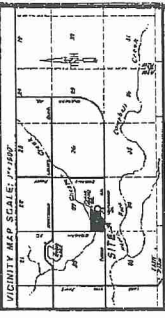
3. We do hereby agree to be bound by the provisions of the Declaration of Condominium, the Bylaws, and the Rules and Regulations of the Association, and we do hereby agree to pay the assessments levied by the Association in accordance with the Declaration of Condominium, the Bylaws, and the Rules and Regulations of the Association.

**ACCEPTANCE OF DONATION**

1. We, the undersigned, being the legal owners of the several lots shown on the attached plat, do hereby accept the provisions of the Declaration of Condominium for the development of the above described property, and we do hereby agree to be bound by the provisions of the Declaration of Condominium, the Bylaws, and the Rules and Regulations of the Condominium Association, and we do hereby agree to pay the assessments levied by the Association in accordance with the Declaration of Condominium, the Bylaws, and the Rules and Regulations of the Association.

2. We do hereby agree to be bound by the provisions of the Declaration of Condominium, the Bylaws, and the Rules and Regulations of the Association, and we do hereby agree to pay the assessments levied by the Association in accordance with the Declaration of Condominium, the Bylaws, and the Rules and Regulations of the Association.

3. We do hereby agree to be bound by the provisions of the Declaration of Condominium, the Bylaws, and the Rules and Regulations of the Association, and we do hereby agree to pay the assessments levied by the Association in accordance with the Declaration of Condominium, the Bylaws, and the Rules and Regulations of the Association.



**TRUCK SHAWNS**

LOCATED WITHIN BLOCKS 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

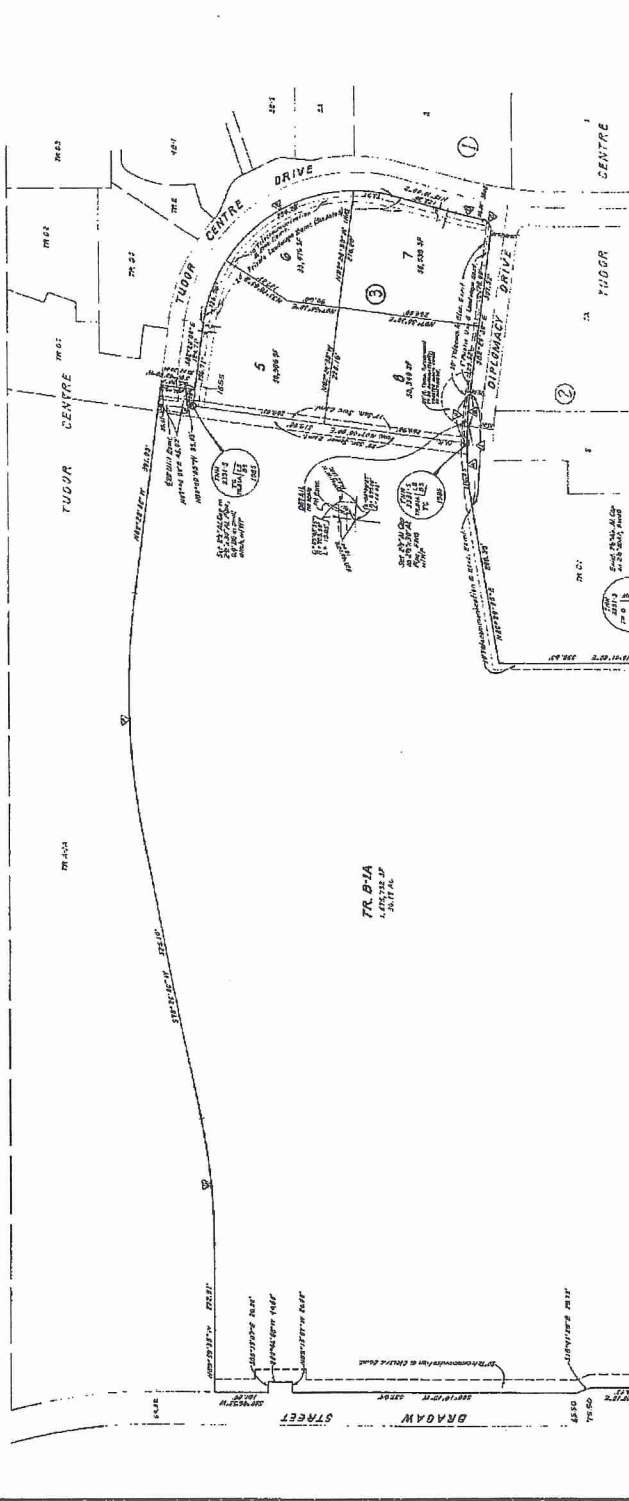
Block	Area	Volume	Weight
1	100	100	100
2	100	100	100
3	100	100	100
4	100	100	100
5	100	100	100
6	100	100	100
7	100	100	100
8	100	100	100
9	100	100	100
10	100	100	100

**DECLARATION OF CONDOMINIUM**

1. The undersigned, being the legal owners of the several lots shown on the attached plat, do hereby accept the provisions of the Declaration of Condominium for the development of the above described property, and we do hereby agree to be bound by the provisions of the Declaration of Condominium, the Bylaws, and the Rules and Regulations of the Condominium Association, and we do hereby agree to pay the assessments levied by the Association in accordance with the Declaration of Condominium, the Bylaws, and the Rules and Regulations of the Association.

2. We do hereby agree to be bound by the provisions of the Declaration of Condominium, the Bylaws, and the Rules and Regulations of the Association, and we do hereby agree to pay the assessments levied by the Association in accordance with the Declaration of Condominium, the Bylaws, and the Rules and Regulations of the Association.

3. We do hereby agree to be bound by the provisions of the Declaration of Condominium, the Bylaws, and the Rules and Regulations of the Association, and we do hereby agree to pay the assessments levied by the Association in accordance with the Declaration of Condominium, the Bylaws, and the Rules and Regulations of the Association.



**TRUCK SHAWNS**

LOCATED WITHIN BLOCKS 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

**TRUCK SHAWNS**

LOCATED WITHIN BLOCKS 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100



**Fidelity Title Agency Of Alaska, LLC**

3150 C Street, Suite 220, Anchorage, AK 99503

Phone: (907) 277-6601 • Fax: (907) 277-6613

*A Non-Affiliated  
Independent & Locally Owned Company  
Where Experience Counts*

**CERTIFICATE TO PLAT**  
**AMENDMENT NO. 1**

**ORDER NO: F-56384**

**PROPERTY: 4441 Diplomacy Drive, Anchorage, AK 99508**

Enterprise Engineering, Inc.  
2525 Gambell Street, Suite 200  
Anchorage AK 99503  
Attn: Brandon Alred  
Email: alredb@eeteam.com

Questions regarding this Certificate to Plat should be directed to:  
Jessica Carson at (907) 277-6631 or [jessicac@fidelityak.com](mailto:jessicac@fidelityak.com)

Enclosed, please find our Amended Commitment for Title Insurance dated March 28, 2016, with an Effective Date of **March 22, 2016**. This Amended Commitment is being furnished to reflect the following change(s);

**Bring Current**  
**Add additional lots**  
**Remove former exception no. 5**  
**Add new exception nos. 15 & 16**  
**Remove former exception no. 16**

S 1 2 2 7 8 - - MAY 2 3 2016

4. **Subject to any unpaid assessments now due or owing the Tudor Centre Trust.**
5. **Easement**, including terms and provisions thereof, for the purpose set out therein, to the record of which reference is hereby made:  
Granted To: Tudor Centre Trust, an Alaska corporation  
For: Landscape and appurtenances  
Recorded: January 24, 1985  
Book: 1218 Page: 985 and 988  
Affects: The Northerly 20 feet of Parcel 1 and the Southerly 5 feet of Parcel 2
6. **Easement**, including terms and provisions thereof, for the purpose set out therein, to the record of which reference is hereby made:  
Granted To: ENSTAR Natural Gas Company  
For: Natural gas facilities and appurtenances  
Recorded: November 13, 1989  
Book: 1967 Page: 654  
Affects: The West 10 feet of Parcel 1
7. **Slope easements**, as dedicated and reserved on the plat of Tudor Centre, Plat Nos. 92-94 and 85-350, to the record of which reference is hereby made.
8. **Easement(s)** as delineated on the plat of Tudor Centre, Plat Nos. 92-94 and 85-350, to the record of which reference is hereby made.
9. **Covenants and notes** as shown on the plat of Tudor Centre, Plat Nos. 92-94 and 85-350, to the record of which reference is hereby made.
10. **Municipality of Anchorage Covenant to Provide Off Street Parking**, including terms and provisions thereof, to the record of which reference is hereby made:  
Recorded: October 13, 1992  
Book: 2328 Page: 887  
Reception No.: Parcel 1
11. **Covenants, conditions, restrictions and/or easements**, including terms and provisions thereof, as contained in instrument set out below, to the record of which reference is hereby made:  
Recorded: July 26, 1996  
Book: 2955 Page: 573  
Said declaration recites that it is a "Restatement of those certain original ...Declaration recorded July 12, 1982 in Book 753 at Page 216 through 241..." and the amendments thereto.  
  
**Amended by instrument:**  
Recorded: October 20, 1997 in Book: 3141 Page: 213  
Recorded: May 9, 2000 in Book: 3630 Page: 651  
Recorded: July 23, 2003 at Reception No.: 2003-073434-0  
Recorded: March 31, 2011 at Reception No.: 2011-014937-0
12. **Terms, conditions, provisions and future liens** of the Uniform Common Interest Ownership Act of the State of Alaska (Chapter AS 34.08) and supplements and amendments thereto.

2003-101969-0

Recording Dist: 301 - Anchorage  
10/1/2003 10:03 AM Pages: 1 of 4

A  
L  
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S  
K  
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Record in the Anchorage Recording District

After recording return to:  
Southcentral Foundation  
4501 Diplomacy Drive  
Anchorage, Alaska 99508

03-07667/BB

CC

STATUTORY WARRANTY DEED

The Grantor, COOK INLET REGION, INC., an Alaska corporation, whose address is 2525 "C" Street, Suite 500, P.O. Box 93330, Anchorage, Alaska 99509-3330, 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 SOUTHCENTRAL FOUNDATION, an Alaska non-profit corporation, whose address is 4501 Diplomacy Drive, Anchorage, Alaska, 99508, the Grantee, the following-described real estate (the "Property") located in the State of Alaska:

Parcel 1

LOT 5A, BLOCK 3, TUDOR CENTRE, according to the official plat thereof, filed under Plat Number 92-94, Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Parcel 2

LOT 8, BLOCK 3, TUDOR CENTRE, according to the official plat thereof, filed under Plat Number 85-350, Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

The Property is conveyed free and clear of all claims, liens and encumbrances except the Permitted Exceptions reflected on the attached Exhibit A and matters arising by or through Grantee.

EXHIBIT "A"

PERMITTED EXCEPTIONS

- 1) Taxes or assessments which are not shown as existing liens by the records or any taxing authority that levies taxes or assessments on real property 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 said land or by making inquiry of person in possession thereof.
- 3) Easement, claims of easements or encumbrances which are not shown by the public records.
- 4) Rights of the state or federal government and/or the 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 maps in the public records by the State of Alaska showing the general locations of these rights of way).
- 5) 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 public records.
- 6) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- 7) Any lien, or right to a lien, for services, labor or material thereto fore or hereafter furnished, imposed by law and not shown by the public records.
- 8) Reservations and exceptions as contained in the U. S. Patent.
- 9) Taxes levied by the Municipality of Anchorage for 2003.
- 10) The Covenants, Conditions and Restrictions, including the terms and provisions thereof, as contained in instrument recorded July 12, 1982, Book 753 Page 216 and all the subsequent amendments thereto.
- 11) Future dues or assessments owing the Tudor Centre Trust.
- 12) Uniform Common Interest Ownership Act, including the terms, conditions, and provisions provided therein, and in any supplements or amendments thereof, of the State of Alaska
- 13) The effect of the notes which appear on the plat of said subdivision.
- 14) Slope easements as dedicated and reserved on the plat of said subdivision, as follows:  
There shall be reserved adjacent to the dedicated streets shown hereon a slope reservation easement sufficient to contain cut and fill slopes of 1.5 feet horizontal for each 1 foot vertical (1.5 to 1) of cut or fill for the purpose of providing and maintaining the lateral support of the constructed streets. There is reserved to the grantors, their successors and assigns, the right to use such areas at any time upon providing and maintaining other adequate lateral support, as approved by the Municipality.
- 15) Easements as dedicated and shown on the plat of said subdivision.
- 16) Easement for Landscape and appurtenances thereto granted to Tudor Centre Trust, an



# 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 Fred L. Richardson has been established and that the requirements of law pertaining to the claim have been met, for the following-described land:

Seward Meridian, Alaska.  
T. 13 N., R. 3 W.,  
Sec. 27, S. 57 1/2.

The area described contains 80 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 the UNITED STATES OF AMERICA, in consideration of the premises, DOES HEREBY GRANT unto the said claimant and to the heirs of the said claimant the tract above described, TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant, and to the heirs and assigns of the said claimant forever; subject to (1) 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; (2) the reservation of a right-of-way for ditches or canals constructed by the authority of the United States, in accordance with the act of August 30, 1890 (26 Stat., 391, 43 U. S. C. sec. 945), and (3) the reservation of a right-of-way for roads, roadways, highways, turnpikes, trails, bridges, and appurtenant structures constructed or to be constructed by or under authority of the United States or by any State, created out of the Territory of Alaska, in accordance with the act of July 24, 1947 (61 Stat., 418, 48 U. S. C. sec. 321d). There is also reserved to the United States a right-of-way for the construction of railroads, telegraph and telephone lines, in accordance with section 1 of the act of March 12, 1914 (38 Stat., 305, 48 U. S. C. sec. 305); excepting and reserving also, to the United States, pursuant to section 5 of the act of August 1, 1946 (60 Stat., 760, 42 U. S. C. sec. 1805), 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.

IN TESTIMONY WHEREOF, the undersigned officer of the Bureau of Land Management, in accordance with section 1 of the act of June 17, 1948 (62 Stat., 476, 43 U. S. C. sec. 15), 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 TWENTY-NINTH day of OCTOBER in the year of our Lord one thousand nine hundred and FIFTY-TWO and of the Independence of the United States the one hundred and SEVENTY-SEVENTH.

For the Director, Bureau of Land Management.  
By *Nelle B. Johnson*  
Acting Chief, Patents Section.

3/3 2.75

Anchorage Precinct, Anchorage, Alaska.  
Filed for record NOV 21 1952  
By *Fred L. Richardson* Clerk  
At *Richardson* Mail to: *Box 205*

RECORD OF PATENTS: Patent Number 1136668

ROSE WALSHAM  
District Recorder



## LANDSCAPE EASEMENT

THIS AGREEMENT, made this 22nd day of January, 1985, by and between TUDOR FUND, an Alaska Limited Partnership hereinafter called the "GRANTOR", and TUDOR CENTRE TRUST, an Alaska Corporation, hereinafter called the "GRANTEE",

## WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, convey and warrant to the GRANTEE, its successors, guests, invitees, heirs and assigns forever, a landscape easement with the right, privilege and authority to the GRANTEE, its successors, guests, invitees, heirs and assigns for the use as a landscape area, including the right to construct, operate, maintain landscape improvements of all kinds within said landscape easement, described as follows:

A portion of Lot 1A, Block 3, of Tudor Centre, (plat 83-504) filed in the Anchorage Recording District, Anchorage, Alaska and are more particularly described as follows:

PARCEL A

A 5 foot wide parcel being the south 5 feet of said Lot 1A, as measured perpendicular to the south property line of said Lot 1A, being the north right-of-way of Diplomacy Drive. Said parcel appears as a Public Use Easement on said Tudor Centre plat.

Said Parcel A contains 1,878 square feet more or less.

PARCEL B

A 20 foot parcel being the east 20 feet of said Lot 1A, as measured perpendicular to the east line of said Lot 1A being the west right-of-way of Tudor Centre Drive. The west line of this parcel is common with the west line of the 10' telecommunications and electrical easement shown on said Tudor Centre plat.

Said Parcel B contains 5,237 square feet more or less.

These parcels have 50 square feet of overlapping area in the southeast corner of said Lot 1A. The combined non-overlapping area of both parcels is 7,065 square feet more or less. Both parcels are depicted on the sketch attached to and forming a part of this Landscape Easement.

Together with the right of the GRANTEE, its successors and assigns, to maintain a landscape easement and to construct, operate and maintain landscape improvements of all kinds within said right of way.

Together with the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument as of the day and year first above written.

TUDOR FUND, an Alaska  
Limited Partnership

By: Equity Partners, Inc.  
Corporate General Partner

By:   
Glen G. Irwin, President

By:   
Leslie B. Pace, Secretary

A-2305



BK01967PG655

89-066834 13-cc  
ANCHORAGE REC  
DISTRICT  
REQUESTED BY *Erstar*

'89 NOV 13 PM 2 37


The Neighbor owns an adjacent parcel of real property described as Lot 5A, Block 3, Tudor Centre Subdivision, Anchorage Recording District, Third Judicial District, State of Alaska, shown on the map attached hereto as Appendix A, and referred to hereinafter as the "servient parcel." The servient parcel may accomodate a one foot strip along its eastern boundary to provide the required 20 foot depth for the 18 parking spaces along the western boundary of the dominant parcel.

Section 3. The Owner and Neighbor covenant and agree that they and their heirs, successors, and assigns, shall use the easternmost one foot of the servient parcel to provide the additional one foot of depth required for the 18 parking spaces along the western boundary of the dominant parcel, for the use and benefit of the dominant parcel, and that the above-described use of the servient parcel shall not be altered or restricted in any manner without the consent of the Municipality.

Section 4. It is understood that violation of this agreement shall constitute a violation of Title 21 of the Anchorage Municipal Code, and will be subject to all the penalties and remedies provided by law for such a violation.

OWNER

ALASKA KIDNEY FOUNDATION, INC.  
an Alaska Corporation

By:   
Robert D. Swartz

Title: Administrator

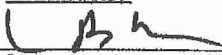
Date: 10/22/92

NEIGHBOR

TUDOR FUND,  
an Alaska Limited Partnership  
By: Equity Partners, Inc.  
Corporate General Partner

By:   
Glen G. Irwin

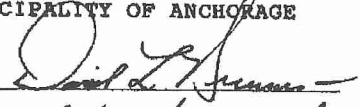
Title: President

By:   
Leslie B. Pace

Title: Secretary

Date: 10/8/92

MUNICIPALITY OF ANCHORAGE

By:   
Title: Code Enforcement Manager  
Date: 10/8/92

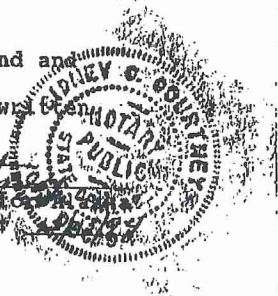
NOTARY BLOCK FOR MUNICIPAL REPRESENTATIVE'S SIGNATURE:

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT)

This is to certify that on the 8th day of October,  
1992, before me, the undersigned Notary Public in and for the  
State of Alaska, duly commissioned and sworn as such, there  
personally appeared David L. Brennen, known to me to be  
the Code Enforcement Manager of the MUNICIPALITY OF ANCHORAGE,  
a Municipal Corporation, and he/she acknowledged that he/she  
executed the foregoing instrument as a free and voluntary act  
and deed of said Municipal Corporation for the uses and purposes  
therein stated, and on oath stated that he/she was authorized to  
execute said instrument.

In witness whereof, I have hereunto set my hand and  
affixed my official seal the day and year hereinabove written.

Sidney C. Coustain  
Notary Public in and for the State of Alaska  
My commission expires October 1995



BK 02328PG892



**ALASKA KIDNEY FOUNDATION, INC.**  
A Private, Non-Profit Corporation

October 8, 1992

Municipality of Anchorage  
Land Use Reviewer  
P.O. Box 196650  
Anchorage, Alaska 99519-6650

RE: Authorized signer for the Alaska Kidney Center

Dear Kathy Johnson:

Please be advised that Robert D. Swartz, the Administrator of the Alaska Kidney Center, is authorized by the Board of Directors of the Alaska Kidney Foundation, Inc., owner of the Alaska Kidney Center, to sign documents related to the construction of the facility at 4160 Tudor Centre Drive, including the "Covenant to Provide Off-Street Parking", on behalf of the Board.

My appointment as President of the Board of Directors expires December 31, 1992.

Sincerely,

Ariene Garety  
President

92-045589  
30

ANCHORAGE REC.  
DISTRICT  
REQUESTED BY M.D.A.

'92 OCT 13 AM 11 20

BK 03112PG454

WHEREAS, Compro acknowledges the existence of the encroachment on Lot 8 resulting from the use of the curb cut and asphalt pavement which are appurtenant to, and will be owned by CIRI and desires to execute this Agreement for the uses and purposes herein expressed.

NOW, THEREFORE, CIRI AND Compro agree as follows:

1. The foregoing recitals are true and correct.
2. Compro acknowledges that the portion of the curb cut and asphalt pavement on Lot 8 being used by Compro and its tenants, invitees and licensees for ingress and egress to Lot 7 is a permissive encroachment upon Lot 8 owned by Tudor Fund and being acquired by CIRI.
3. Provided CIRI acquires Lot 8 from Tudor Fund, Compro agrees that upon not less than ninety (90) days advance written notice from CIRI to Compro, Compro will cease all use of the curb cut and asphalt pavement which constitutes the encroachment upon Lot 8, will restore such curb and remove such asphalt pavement and will use or construct an alternate access to Lot 7 which does not encroach upon Lot 8.
4. Any notices given under this Agreement shall be sufficient if personally delivered to the office of the receiving party or if sent certified mail to the address of the receiving party as last reflected in the tax records of the City of Anchorage.
5. This Agreement shall be binding upon the parties hereto, their successors and assigns, and shall be construed under, and governed by, the laws of the State of Alaska.
6. The parties hereto acknowledge that this Agreement may be recorded in the records of the Anchorage Recording District, Third Judicial District, State of Alaska.



2004-048772-0

Recording Dist: 301 - Anchorage  
7/1/2004 1:05 PM Pages: 1 of 8

A  
L  
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S  
K  
A



**Record in the Anchorage Recording District**

After recording return to:

Southcentral Foundation  
4501 Diplomacy Drive  
Anchorage, AK 99508

stwt  
6/218

**WARRANTY DEED  
WITH GRANTEE'S ASSUMPTION OF DEED OF TRUST**

The Grantor, Pacific Development Partnership, an Alaska general partnership consisting of Mark W. Rowley and David G. Faulk, with a mailing address of 2550 Denali Street, Suite, 500, Anchorage, AK 99503, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby CONVEYS and WARRANTS to Southcentral Foundation, an Alaska non-profit corporation, with a mailing address of 4501 Diplomacy Drive, Anchorage, AK 99508, all the Grantor's right, title and interest in the real property described on the attached ~~Exhibit A~~, subject to those exceptions more specifically described in the attached ~~Exhibit A~~ <sup>Exhibit B</sup> (the "Permitted Exceptions"), which Grantee accepts.

Among the Permitted Exceptions is that certain Deed of Trust dated December 17, 1999, recorded December 21, 1999, in Book 3577 at Page 712, records of the Anchorage Recording District, Third Judicial District, State of Alaska, under the terms of which Grantor appears as Trustor, First American Title of Alaska appears as Trustee, and KeyBank, National Association appears as Beneficiary, securing an obligation in the original principal amount of \$1,706,416.75, which Grantee hereby ASSUMES and AGREES to pay. As required by Grantor, Grantee has induced Beneficiary under said Deed of Trust to release Grantor from the obligations of said Deed of Trust and from the obligations secured thereby, and Grantee hereby agrees to indemnify, defend and hold Grantor harmless from and against any and all claims arising in connection with said released obligations.

DATED this 30 day of June 2004.

\* Lot 6A, Block 3 Tudor Centre according to plat 92-94  
Anchorage Recording District, Third Judicial District, State  
of Alaska



Exhibit B  
(Permitted Exceptions)  
(Four Pages)

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 notice of such proceedings whether or not shown by the records of such agency or by the public records.

. 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.

Easements, claims of easements or encumbrances, which are not shown by the public records.

. 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.

(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 excepted under (1), (2) or (3) are shown by the public records.

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).



Terms, conditions, provisions and future liens of the Uniform Common Interest Ownership Act, and supplements and amendments thereto, of the State of Alaska (Chapter 34.08 of the Alaska Statutes).

Terms, provisions and covenants, of the by-laws of the association set out below, and any amendments or additions thereto, to the record of which reference is hereby made:

Association : Tudor Centre Trust  
Disclosed by Instrument:  
Recorded : July 12, 1982  
Book : 753 Page : 216  
Recorded : July 26, 1996  
Book : 2855 Page : 573

Subject to any unpaid assessments now due or owing the Tudor Centre Trust.

Landscape Easement, including terms and provisions thereof, for the purpose set out therein, to the record of which reference is hereby made:

Granted to : Tudor Centre Trust, an Alaska Corporation  
For : Construction, operation and maintenance of landscape improvements of all  
kinds as : set out therein  
Recorded : January 24, 1985  
Book : 1218 Page : 985  
Affects : A 20 foot strip of Lot 6A as described therein, fronting on Tudor Centre Drive

Terms, conditions and provisions of that certain Letter of Non-Objection executed by Anchorage Water & Wastewater Utility with regard to a natural gas pipeline and it's location with regard to a sanitary sewer pipeline, as disclosed therein, as recorded July 25, 1986 in Book 1462 at page 213, to the record of which reference is hereby made.

Slope easements, as dedicated and reserved on the plat of said subdivision, to the record of which reference is hereby made.

Easements, as shown on the plat of said subdivision, to the record of which reference is hereby made.

Covenants and Notes, as shown on the plat of said subdivision, to the record of which reference is hereby made.

Municipality of Anchorage Covenant to Provide Off-Street Parking, including the terms and provisions thereof, executed by and between the parties indicated, to the record of which reference is hereby made, for the purposes set out therein:

First Party : The Municipality of Anchorage  
Second Party : Alaska Kidney Foundation, Inc. and Tudor Fund, an Alaska Limited Partnership  
Dated : October 8, 1992  
Recorded : October 13, 1992  
Book : 2328 Page : 887

**NOTE:** provides for the use of a one-foot strip of Lot Five "A" (5A) by the owners of Lot Six "A" (6A) for parking as set out therein.



7 of 8

2004-048772-0



The Term "Note" as described in the above document means a Bond in a principal amount of One Million, Eight Hundred Thousand and No/100ths Dollars (\$1,800,000.00) dated January 11, 2000.

Unless reconveyed earlier, the lien of this deed of trust is valid until January 1, 2030 and the later of ten years after the maturity of the note as shown on any renewals, extensions and modifications thereof; (b) the repayment of any future advances, with interest thereon, made by Lender to Borrower pursuant to paragraph 30 hereof (herein "Future Advances"); (c) the performance of the covenants and agreements to Borrower contained in a Construction Loan Agreement between Lender and Borrower dated N/A, if any, as provided in paragraph 25 hereof; (d) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this instrument; (e) the performance of the covenants and agreements of Borrower herein contained; and (f) any and all other indebtedness of the Trustor (or of any successor in interest of the Trustor to the property covered by this Deed of Trust) to the Beneficiary, whether contingent, now due, or hereafter to become due, and whether heretofore or contemporaneously herewith or hereafter contracted, or whether arising by operation of law out of the same or different transactions between the parties hereto or between others.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant, convey and assign the Property (and, if this Instrument is on a leasehold, that the ground lease is in full force and effect without modification except as noted above and without default on the part of either lessor or lessee thereunder), that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property. Uniform Covenants. Borrower and Lender covenant and agree as follows:

1. **PAYMENT OF PRINCIPAL AND INTEREST:** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, any prepayment and late charges provided in the Note and other sums secured by this Instrument.

2. **FUNDS FOR TAXES, INSURANCE AND OTHER CHARGES:** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note (or on another day designated in writing by Lender), until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of (a) the yearly water and sewer rates and taxes and assessments which may be levied on the Property (b) the yearly ground rents, if any, (c) the yearly premium installments for fire and other hazard insurance, rent loss insurance and other insurance covering the Property as Lender may require pursuant to paragraph 5 hereof, (d) the yearly premium installments for mortgage insurance, if any, and (e) if this Instrument is on a leasehold, the yearly fixed rents, if any, under the ground lease, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Any waiver by Lender of a requirement that Borrower pay such Funds may be revoked by Lender, in Lender's sole discretion, at any time upon notice in writing to Borrower. Lender may require Borrower to pay to Lender, in advance, such other Funds for taxes, charges, premiums, assessments and impositions in connection with Borrower or the Property which Lender shall reasonably deem necessary to protect Lender's interests (herein "Other Impositions"). Unless otherwise provided by applicable law, Lender may require Funds for Other Impositions to be paid by Borrower in a lump sum or in periodic installment, at Lender's option.

The Funds shall be held in an institution(s) the deposits or accounts of which are insured or guaranteed by a Federal or State agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said rates, rents, taxes, assessments, insurance premiums and Other Impositions so long as Borrower is not in breach of any covenant or agreement of Borrower in this Instrument. Lender shall make no charge for so holding and applying the Funds, analyzing said account or for verifying and compiling said assessments and bills, unless Lender pays Borrower interest, earnings or profits of the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this instrument that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires interest, earnings or profits to be paid, Lender shall not be required to pay Borrower any interest, earnings or profits on the Funds. Lender shall give to Borrower, without charge, an annual accounting of Funds in Lender's normal format showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Instrument.

premiums if, by virtue of the ground lease, the originals thereof may not be supplied by Borrower to Lender.

In the event of loss, Borrower shall give immediate written notice to the insurance carrier and to Lender. Borrower hereby authorizes and empowers Lender as attorney-in-fact for Borrower to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Lender's expenses incurred in the collection of such proceeds; provided, however, that nothing contained in this paragraph 5 shall require Lender to incur any expense or take any action hereunder. Borrower further authorizes Lender, at Lender's option (a) to hold the balance of such proceeds to be used to reimburse Borrower for the cost of reconstruction or repair of the Property or (b) to apply the balance of such proceeds to the payment of the sums secured by this Instrument, whether or not then due, in the order of application set forth in paragraph 3 hereof.

If the insurance proceeds are held by Lender to reimburse Borrower for the cost of restoration and repair of the Property, the Property shall be restored to the equivalent of its original condition or such other condition as Lender may approve in writing. Lender may, at Lender's option, condition disbursement of said proceeds on Lender's approval of such plans and specifications of an architect satisfactory to Lender, contractor's cost estimates, architect's certificates, waivers of liens, sworn statements of mechanics and materialmen and such other evidence of costs, percentage completion of construction, application of payments, and satisfaction of liens as Lender may reasonably require. If the insurance proceeds are applied to the payment of the sums secured by this Instrument, any such application of proceeds to principal shall not extend or postpone the due dates of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amounts of such installments. If the Property is sold pursuant to paragraph 27 hereof or if Lender acquires title to the Property, Lender shall have all of the right, title and interest of Borrower in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition.

6. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS. Borrower (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, or such other condition as Lender may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part of the costs of such restoration or repair, (d) shall keep the Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property, (f) shall provide for professional management of the Property by a residential rental property manager satisfactory to Lender pursuant to a contract approved by Lender in writing, unless otherwise directed in writing by Lender, appear in and defend any action or proceeding purporting to effect of the Property, the security of this Instrument or the rights or powers of Lender. Neither Borrower nor any tenant or other person shall remove, demolish or alter any improvement now existing or hereafter erected on the Property or any fixture, equipment, machinery or appliance in or on the Property except when incident to the replacement of fixtures, equipment, machinery and appliances with items of like kind.

If this Instrument is on a leasehold, Borrower (i) shall comply with the provisions of the ground lease, (ii) shall give immediate written notice to Lender of any default by lessor under the ground lease or of any notice received by Borrower from such lessor of any default under the ground lease by Borrower, (iii) shall exercise any option to renew or extend the ground lease and give written confirmation thereof to Lender within thirty days after such option becomes exercisable, (iv) shall give immediate written notice to Lender of the commencement of any remedial proceedings under the ground lease by any party thereto and, if required by Lender, shall permit Lender as Borrower's attorney-in-fact to control and act for Borrower in any such remedial proceedings and (v) shall within thirty days after request by Lender obtain from the lessor under the ground lease and deliver to Lender the lessor's estoppel certificate required thereunder, if any. Borrower hereby expressly transfers and assigns to Lender the benefit of all covenants contained in the ground lease, whether or not such covenants run with

direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Lender.

Borrower authorizes Lender to apply such awards, payments, proceeds or damages, after the deduction of Lender's expenses incurred in the collection of such amounts, at Lender's option, to restoration or repair of the Property or to payment of the sums secured by this Instrument, whether or not then due, in the order of application set forth in paragraph 3 hereof, with the balance, if any, to Borrower. Unless Borrower and Lender otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. Borrower agrees to execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking as Lender may require.

12. **BORROWER AND LIEN NOT RELEASED.** From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of Borrower, Borrower's successors or assigns or any junior lienholder or guarantors, without liability on Lender's part and notwithstanding Borrower's breach of any covenant or agreement of Borrower in this Instrument, extend the time for payment of said indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of said indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of said indebtedness, release from the lien of this Instrument any part of the Property, take or release other or additional security, reconvey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, join in any extension or subordination agreement, and agree in writing with Borrower to modify the rate of interest or period of amortization of the Note or change the amount of the monthly installments payable thereunder. Any actions taken by Lender pursuant to the terms of this paragraph 12 shall not affect the obligation of Borrower or Borrower's successors or assigns to pay the sums secured by this Instrument and to observe the covenants of Borrower contained herein, shall not affect the guaranty of any person, corporation, partnership or other entity for payment of the indebtedness secured hereby, and shall not affect the lien or priority of lien hereof on the Property. Borrower shall pay Lender a reasonable service charge, together with such title insurance premiums and attorney's fees as may be incurred at Lender's option, for any such action if taken at Borrower's request.

13. **FORBEARANCE BY LENDER NOT A WAIVER.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Lender of payment of any sum secured by this Instrument after the due date of such payment shall not be a waiver of Lender's right to either require prompt payment when due of any other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Lenders shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Instrument, nor shall Lender's receipt of any awards, proceeds or damages under paragraphs 5 and 11 hereof operate to cure or waive Borrower's default in payment of sums secured by this Instrument.

14. **ESTOPPEL CERTIFICATE.** Borrower shall within ten days of a written request from Lender furnish Lender with a written statement, duly acknowledged, setting forth the sums secured by this Instrument and any right of set-off, counterclaim or other defense which exists against such sums and the obligations of this Instrument.

15. **UNIFORM COMMERCIAL CODE SECURITY AGREEMENT.** This Instrument is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Property which, under applicable law, may be subject to security interest pursuant to the Uniform Commercial Code, and Borrower hereby grants Lender a security interest in said items. Borrower agrees that Lender may file this Instrument, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Instrument or of any other security agreement or financing statement shall be sufficient as a financing statement, as well as extensions, renewals and amendments thereof, and reproductions of this Instrument in such form as Lender may require to perfect a security interest with respect to said items. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments and

discharged within ten days, the lender may, at Lender's option, declare all of the sums secured by this Instrument to be immediately due and payable without prior notice to Borrower, and Lender may invoke any remedies permitted by paragraph 27 of this Instrument. Any attorney's fees and other expenses incurred by Lender in connection with Borrower's bankruptcy or any of the other aforesaid events shall be additional indebtedness of Borrower secured by this Instrument pursuant to paragraph 8 hereof.

19. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWER; ASSUMPTION. On sale or transfer of (i) all or any part of the Property, or any interest therein, or (ii) beneficial interest in Borrower (if Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity), Lender may, at Lender's option declare all of the sums secured by this Instrument to be immediately due and payable, and Lender may invoke any remedies permitted by paragraph 27 of this Instrument. This option shall not apply in case of

(a) transfers by devise or descent or by operation of law upon the death of a joint tenant or a partner.

(b) sales or transfers when the transferee's creditworthiness and management ability are satisfactory to Lender and the transferee has executed, prior to the sale or transfer, a written assumption agreement containing such terms as Lender may require, including, if required by Lender, an increase in the rate of interest payable under the Note.

(c) the grant of a leasehold interest in a part of the Property of three years or less (or such longer lease term as Lender may permit by prior written approval) not containing an option to purchase (except any interest in the ground lease, if this Instrument is on a leasehold);

(d) sales or transfers or beneficial interest in Borrower provided that such sales or transfers, together with any prior sales or transfers of beneficial interest in Borrower, but excluding sales or transfers under subparagraphs (a) and (b) above, do not result in more than 49% of the beneficial interest in Borrower having been sold or transferred since commencement of amortization of the Note; and

(e) sales or transfers of fixtures or any personal property pursuant to the first paragraph of paragraph 6 hereof.

20. NOTICE. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Instrument or in the Note shall be given by mailing such notice by certified mail addressed to Borrower at Borrower's address stated below or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Instrument or in the Note shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

21. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; AGENTS; CAPTIONS. The covenants and agreements herein contained shall bind, and the rights hereunder, shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 19 hereof. All covenants and agreements of Borrower shall be joint and several. In exercising any rights hereunder or taking any actions provided for herein, Lender may act through its employees, agents or independent contractors as authorized by Lender. The captions and headings of the paragraphs of this Instrument are for convenience only and are not to be used to interpret or define the provisions hereof.

22. UNIFORM INSTRUMENT; GOVERNING LAW; SEVERABILITY. This form of instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property and related fixtures and personal property. This Instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Instrument or the Note which may be given effect without the conflicting provisions, and to this end the provisions of this Instrument and the Note are declared to be severable. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower is interpreted so that any charge provided for in this Instrument or in the Note, whether considered separately or together with other charges levied in connection with this Instrument and the Note, violates such law, and Borrower is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation. The amounts, if any, previously paid to Lender in excess of the amounts payable to Lender pursuant to such charges as reduced shall be applied by Lender to reduce the principal of

with the balance, so long as no such breach has occurred, to the account of Borrower, it being intended by Borrower and Lender that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Lender to Borrower of the breach by Borrower of any covenant or agreement of Borrower in this Instrument, and without the necessity of Lender entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver. Lender shall immediately be entitled to possession of all rents and revenues of the Property as specified in this paragraph 26 as the same become due and payable, including but not limited to rents then due and unpaid, and all such rents shall immediately upon delivery of such notice to be held by Borrower as trustee for the benefit of Lender only; provided, however, that the written notice by Lender to Borrower of the breach by Borrower shall contain a statement that Lender exercises its rights to such rents. Borrower agrees that commencing upon delivery of such written notice of Borrower's breach by Lender to Borrower, each tenant of the Property shall make such rents payable to and pay such rents to Lender or Lender's agents or Lender's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Borrower.

Borrower hereby covenants that Borrower has not executed any prior assignment of said rents, that Borrower has not performed, and will not perform, any acts or has not executed, and will not execute, any instrument which would prevent Lender from exercising its rights under this paragraph 26, and that at the time of execution of this Instrument there has been no anticipation or prepayment of any of the rents of the Property for more than two months prior to the due dates of such rents. Borrower covenants that Borrower will not hereafter collect or accept payment of any rents of the Property more than two months prior to the due dates of such rents. Borrower further covenants that Borrower will execute and deliver to Lender such further assignments of rents and revenues of the Property as Lender may from time to time request.

Upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, Lender may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Lender's security enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Instrument. In the event Lender elects to seek appointment of a receiver for the Property upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, Borrower hereby expressly consents to the appointment of such receiver. Lender or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Lender to Borrower of the breach by Borrower of any covenant or agreement of Borrower in this Instrument shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligations or liability of Borrower as lessor or landlord of the Property and then to the sums secured by this Instrument. Lender or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Lender shall not be liable to Borrower, anyone claiming under or through Borrower or anyone having an interest in the Property by reason of anything done or left undone by Lender under this paragraph 26.

If rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by this Instrument pursuant to paragraph 8 hereof. Unless Lender and Borrower agrees in writing to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law.

Any entering upon and taking and maintaining of control of the Property by Lender or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or

otherwise, at one or more sales, as an entity or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law, and in the event of a sale, by foreclosure or otherwise, of less than all of the Mortgaged Property, this Deed of Trust as a Mortgage shall continue as a lien on the remaining portion of the Mortgaged Property.

(e) If the power of sale is invoked, the Trustee may terminate the sale at any time before the Property is sold without affecting or impairing the Trustee's right and remedies.

(f) Declare the entire unpaid indebtedness to be immediately due and payable should the Borrower not provide information that may otherwise be required in this Deed of Trust and Security Agreement. The Borrower (including co-makers, endorsers and Guarantors of the obligation created by the loan and any successor in interest to the Borrower permitted by Lender) will furnish to Lender within 90 days after the end of Borrower's fiscal year and at such other times as the Lender may reasonably request, in such form as the Lender may prescribe, the Borrower's financial and operating statements, including but not limited to schedules showing all compensation then being paid by the Borrower to all officers and directors, profit and loss statements, accounts receivable, accounts payable, balance sheet, supporting income tax returns, and all such other information that may be required by the Bank in order that Bank may have a true and accurate demonstration of the affairs and conditions of the Borrower as of the date of the respective statements. The Borrower will permit a representative of the Lender to examine and audit the books and records of the Borrower's business at any reasonable time or times.

**BORROWER AND LENDER EACH (A) CONVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS INSTRUMENT OR THE RELATIONSHIP BETWEEN THE PARTIES AS BORROWER AND LENDER THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.**

28. **RECONVEYANCE.** Upon payment of all sums secured by this Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Instrument and all notes evidencing indebtedness secured by this Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled thereto. Such person or persons shall pay Trustee's reasonable costs incurred in so reconveying the Property.

29. **SUBSTITUTE TRUSTEE.** Lender at Lender's option may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

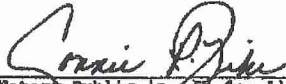
30. **FUTURE ADVANCES.** Upon request of Borrower, Lender, at Lender's option so long as this Instrument secures indebtedness held by Lender, may make Future Advances to Borrower. Such Future Advances, with interest thereon shall be secured by this Instrument when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Instrument, not including sums advanced in accordance herewith to protect the security of this Instrument, exceed the original amount of this Note (US-\$1,000,000.00) plus the additional sum of (US-\$900,000.00)

31. **HAZARDOUS SUBSTANCES.** Trustor agrees to provide written notice to Beneficiary immediately upon Trustor becoming aware: 1) that the Property is being, may be or has been contaminated with hazardous wastes or substances, or 2) of the existence of hazardous substances or wastes on the Property. Trustor will not cause or permit any activities in connection with the Property which directly or indirectly could result in the Property or any other property being contaminated with hazardous wastes or substances. For purposes of this Deed of Trust, the term "hazardous wastes or substances" means any substance or material defined, listed or designated as hazardous, toxic or radioactive, or other similar term, by any applicable federal, state or local statute, regulation or ordinance now or hereafter in effect. At Trustor's expense, Trustor shall promptly comply with all federal, state and local statutes, regulations and ordinance, and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction relating to the ownership, use, generation, storage, handling, treatment, transport, disposal, existence, removal or cleanup of hazardous wastes or substances in, on or under the vicinity of the Property. Beneficiary may, but shall not be obliged to, enter upon the Property and take such actions and incur such cost, and expenses to

Acknowledgment

STATE OF ALASKA |  
| SS.  
THIRD JUDICIAL DISTRICT |

The foregoing instrument was acknowledged before me this 11th day of January, 2000 by Katherine Gottlieb, MBA known to me to be the President/CEO of Southcentral Foundation, named as Borrower in the foregoing instrument.



Notary Public in and for Alaska  
My Commission Expires: 6-6-2001



ANCHORAGE RECORDING DISTRICT

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**2007-068740-0**

Recording Dist: 301 - Anchorage  
11/1/2007 9:33 AM Pages: 1 of 4



When recorded, return to:

Wells Fargo Bank, N.A.  
Commercial Real Estate  
MAC K3212-020  
301 W. Northern Lights Blvd, Suite 201  
Anchorage, AK 99503

CC

F-14451 (3)

**DEED OF TRUST MODIFICATION AGREEMENT**

This **DEED OF TRUST MODIFICATION AGREEMENT** (the "Modification of Deed of Trust"), made as of the 1st day of November, 2007, between and among **SOUTHCENTRAL FOUNDATION**, an Alaska non-profit corporation ("Trustor"), whose address is 4501 Diplomacy Drive, Anchorage, Alaska, 99508, **FIDELITY TITLE AGENCY OF ALASKA** ("Trustee"), whose address is 1400 West Benson Blvd., Suite 525, Anchorage, Alaska, 99503, and **WELLS FARGO BANK, N.A.**, formerly known as **NATIONAL BANK OF ALASKA** ("Beneficiary"), whose address is 301 W. Northern Lights Blvd., Suite 201, Anchorage, Alaska, 99503.

WHEREAS, Trustor is the owner of the following described real property:

Lot Seven (7), Block Three (3), TUDOR CENTRE, according to the official plat thereof, filed under Plat Number 85-350, in the records of the Anchorage Recording District, Third Judicial District, State of Alaska;

(the "Property"); and

WHEREAS, Beneficiary is the current owner and holder of that certain Deed of Trust and Security Agreement (the "Deed of Trust") dated as of January 11, 2000, securing indebtedness in the original principal amount of One Million Eight Hundred Thousand Dollars (\$1,800,000), and recorded in the Anchorage Recording District, Third Judicial District, in Book 3585, at Page 607, on January 12, 2000; and

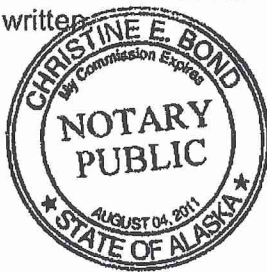
WHEREAS, Trustor and Beneficiary have agreed in the manner hereinafter set forth to modify the Deed of Trust and the lien thereof;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and

STATE OF ALASKA )  
 ) ss:  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the 30th day of October, 2007, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared, Katherine Gottlieb to me known to be the individual described in and who executed the within and foregoing Modification of Deed of Trust, and she acknowledged to me that she signed the same as President and CEO of SOUTHCENTRAL FOUNDATION, in the name of and for and on behalf of said corporation, freely and voluntarily and by authority of its Board of Directors, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last above written



*Christine Bond*

Notary Public in and for Alaska  
My commission expires: 8.4.2011

BENEFICIARY:

**WELLS FARGO BANK, N.A.**, a national banking association

October 30, 2007  
Date

By: *Darin Floyd*  
Darin Floyd  
Its: Vice-President

STATE OF ALASKA )  
 ) ss:  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the 30th day of October, 2007, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Darin Floyd, to me known to be the individual described in and who executed the within and foregoing Modification of Deed of Trust, and he acknowledged to me that he signed the same as Vice-President of WELLS FARGO BANK, NA, in the name of and for and on behalf of said corporation, freely and voluntarily and by authority of its Board of Directors, for the uses and purposes therein mentioned.



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**2009-059552-0**

Recording Dist: 301 - Anchorage  
9/11/2009 2:40 PM Pages: 1 of 4



Please return to:  
Municipality of Anchorage/PM&E  
P.O. Box 196650  
Anchorage, AK 99519-6650  
Attn: Fran Wilson

MOA/PM&E/ROW  
PM&E File No. 08-001  
Private Development  
Tax # 008-011-35

**PUBLIC USE EASEMENT**

The GRANTOR, **SOUTHCENTRAL FOUNDATION**, whose mailing address is **4501 Diplomacy Drive #200, ANCHORAGE, ALASKA 99508**, for good and valuable consideration, conveys and warrants to **ANCHORAGE**, an Alaska municipal corporation whose address is P.O. Box 196650, Anchorage, Alaska, 99519-6650, GRANTEE, and to its successors and assigns, an easement in perpetuity pertaining to the following described real estate:

A Public Use Easement lying within Lot 7, Block 3, Tudor Centre, filed under Plat No. 85-350 in the Anchorage Recording District, Third Judicial District, State of Alaska. Said easement being more particularly described by metes and bounds as follows:

Commencing at the southwest corner of said Lot 7, thence on the southerly line thereof S82°24'30"E 178.00 feet to the beginning of a curve concave to the northwest, having a radius of 20 feet; thence northeasterly 14.45 feet on the arc of said curve, through a central angle of 41°24'35" to the True Point of Beginning for this description, being common with the northeast corner of that 5 foot in width Public Use and Landscape Easement as shown on Plat No. 85-350; thence N82°24'30"W 26.22 feet on the northerly line of said Public Use and Landscape Easement; thence departing said northerly line N85°14'56"E 9.36 feet; thence S82°24'30"E 5.81 feet to the beginning of a curve concave to the northwest having a radius of 4.00 feet; thence northeasterly 6.01 feet on the arc of said curve, through a central angle of 86°01'00"; thence N11°34'30"E 24.69 feet; thence S78°47'37"E 13.48 feet to a point on the easterly line of Lot 7, being on a curve concave to the southeast, having a radius of 705.00 feet and whose center bears S77°34'00"E; thence on the easterly line of Lot 7, southerly 15.79 feet on the arc of said curve, through a central angle of 01°17'00" to the beginning of a reverse curve, concave to the northwest having a radius of 20 feet; thence southwesterly 15.72 feet on the arc of said curve, through a central angle of 45°01'55" to the True Point of Beginning, embracing an area of 410 square feet, more or less.

4

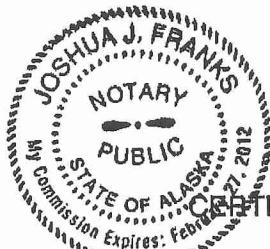
CONCURRENCE: Tudor Centre Trust

James Sears  
By: James Sears  
Its: President

Date: 9/1/09

STATE OF ALASKA }  
THIRD JUDICIAL DISTRICT } ss.

The foregoing instrument was acknowledged before me this 1 day of September 2009 by James Sears.



[Signature]  
Notary Public for the State of Alaska  
My Commission Expires: Feb 27, 2012

CERTIFICATE OF ACCEPTANCE

This is to certify that the Municipality of Anchorage, Grantee herein, acting by and through its Acting Director, hereby accepts for public purposes the real property, or interest therein, described in this instrument and consents to the recordation thereof.

In witness whereof, I have hereunto set my hand this 10<sup>th</sup> day of Sept. 2009.

Municipality of Anchorage  
Project Management & Engineering Department

[Signature]  
By: J.W. Hansen  
Its: Acting Director

