PARID: 00614517000

LUC: 102 6810 E 12TH AVE **ROE LENA P** TAX YEAR: 2025

**Property Information** 

6810 E 12TH AVE Property Location: Class: R - Residential

Use Code (LUC): 102 - Residential 2 Family

Condo/Unit #:

Tax District: 03 R2M Zoning: Plat #: P-242B

HRA #:

Grid #: SW1339

Deeded Acres:

Square Feet: 8,700

Legal Description: DEBARR VISTA **BLK 1 LT 14** 

Economic Link: No

**Show Parcel on Map** 

Owner

Owner ROE LENA P

Co-Owner Care Of

6810 E 12TH AVENUE Address City / State / Zip ANCHORAGE, AK 99504 0000

Deed Book/Page 006/14

**Tax Information** 

Parcel	Roll Type		Cycle DII	Gross Tax Amount	Res Exemption	Sr/Vet Exemption	IPC Billed	Paid Amount	Net Due	Interest Due	Penalty Due	Costs Due	Total Due	Due Date
00614517000	RP	2024	1	2,511.36			.00	.00	2,511.36	239.63	251.14	.00	3,002.13	06/30/2024
00614517000	RP	2024	2	2,511.36			.00	.00	2,511.36	195.69	251.14	.00	2,958.19	08/31/2024
00614517000	RP	2023	1	2,439.56			.00	.00	2,439.56	478.77	243.96	140.00	3,302.29	06/30/2023
00614517000	RP	2023	2	2,439.55			.00	.00	2,439.55	438.10	243.96	.00	3,121.61	08/31/2023
00614517000	RP	2022	1	2,368.55			.00	.00	2,368.55	601.99	236.86	140.00	3,347.40	07/31/2022
00614517000	RP	2022	2	2,368.55			.00	.00	2,368.55	580.28	236.86	.00	3,185.69	09/30/2022
00614517000	RP	2021	1	4,649.16			.00	.00	4,649.16	1,418.62	464.92	530.00	7,062.70	06/15/2021
00614517000	RP	2020	1	4,442.58			1,178.17	-5,620.75	.00	.00	.00	.00	.00	07/15/2020
00614517000	RP	2019	1	4,250.32			677.29	-4,927.61	.00	.00	.00	.00	.00	06/15/2019
00614517000	RP	2018	1	4,198.40			1,098.93	-5,297.33	.00	.00	.00	.00	.00	06/15/2018
00614517000	RP	2017	1	4,240.72			1,159.08	-5,399.80	.00	.00	.00	.00	.00	06/15/2017
00614517000	RP	2016	1	3,920.53			427.09	-4,347.62	.00	.00	.00	.00	.00	06/15/2016

## **Make a Payment**

**Assessed Value** 

Tax Year Roll Type LUC Class Land Building Total Appraised 2025 RP 102 90,500 241,000 331,500 R

**Taxable Value** 

Net Taxable Value 331,500

## **Land Summary**

Land Line #	Zoning	Size (Square Feet)	NBHD
1	R2M	8,700	40F45

#### **Land Characteristics**

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

## **Residential Card Summary**

Card/Building:	1
Stories:	1 - One story above ground level
Condition:	7 - Average
Grade:	С
Exterior Wall:	3 - METAL OR ALUMINUM
Style:	01 - RANCH
Year Built:	1971
Effective Year:	1971
Square Feet of Living Area:	1716
Total Rooms:	10
Bedrooms:	4
Full Baths:	2
Half Baths:	0
Additional Fixtures:	2
Heating:	2 - CENTRAL

# Sections

Fuel Type:

Card #	Addition #	Description	Area
1	0		1,716
1	1	COVERED OPEN PORCH	20
1	2	ENCLS FR PORCH	36
1	3	COVERED OPEN PORCH	20

2 - NATURAL GAS

## **Entrances**

Visit Date:	Measure Date:	Entrance Source:
30-JUN-2009		0-Land Characteristics Inspection
04-DEC-2012		9-Quick Re-Inventory Inspection
01-JUN-2018		4-Owner Refused to Allow Inspection

# **Appraised Value History**

Tax Year	Roll Type	LUC	Class	Land	Building	Total Appraised
2025	RP	102	R	90,500	241,000	331,500
2024	RP	102	R	90,500	220,600	311,100
2023	RP	102	R	90,500	196,000	286,500
2022	RP	102	R	90,500	190,800	281,300
2021	RP	102	R	90,500	167,500	258,000
2020	RP	102	R	90,500	169,300	259,800
2019	RP	102	R	90,500	169,300	259,800
2018	RP	102	R	85,000	171,000	256,000
2017	RP	102	R	85,000	185,800	270,800





# **MOA PROPERTY REPORT**

Data Updated as of: January 22, 2023 3:02 AM

Parcel Number: 006-145-17-000 Current Owner: ROE LENA P

Address: 6810 E 12TH AVE

Legal Description: DEBARR VISTA BLK 1 LT 14

Plat Number: Click "More Info" above t

Grid: Lot Size: 0.2 acres (8,700 ft²)

Property Tax Portal: https://property.muni.org/Datalets/Datalet.aspx?UseSearch=no&pin=00614517000

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: <a href="https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=8839ce87392a4980a9f892363089405a&find=00614517000">https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=8839ce87392a4980a9f892363089405a&find=00614517000</a>



# **MOA PROPERTY REPORT**

PAGE 2

Data Updated as of: January 22, 2023 3:02 AM

PLANNING	Data Opuated as 01. January 22, 2023 3.
Zoning District: <b>R-2M</b>	2040 Land Use Designation: Compact Mixed Residential Low
Zoning Improvement Area: Other	Zoning District Type: Multiple Family Residential
Zoning Map: https://muniorg.maps.arcgis.com/apps/webapp	rty/PropertyReview?searchKey=desc&searchValue=00614517000 viewer/index.html?id=e7c3d7a43f2e4924b23d36fd1500bb01&find=00614517000 ppviewer/index.html?id=4b8d89792820483c81b41c874eb5e843&find=00614517000
Comprehensive Plan: Anchorage	
Anchorage 2040 Land Use Plan: http://www.muni.org/De	partments/OCPD/Planning/Publications/Pages/Anchorage2040LandUsePlan.aspx
Other Plans: yes: 🗹 no: 🗌	
•	ml?id=ee1abf76a6394fdcb1057524831143e0&find=00614517000
псрът/ппиппогд.птаръ.аг сдтв.сопт/арръ/жеварругеwer/ппиех.пт	111110-ee (ab)//030554100b105/324651145e0&1110-0001451/000
Wetland Classification: None http://www.anchoragestormwater.com/maps.html	
BUILDING SAFETY	Service Area: Inside 🗹 Outside 🗖
Building Permit Portal: https://bsd.muni.org/inspandreview	ı/ParcelInfo.aspx?parcelno=00614517000
Wind Zone: I ☐ 2 ☐ 3 ☑ 4 ☐	None
nttps://muniorg.maps.arcgis.com/apps/webappviewer/index.htr	ml?id=cbef6b9160394df0ab2b8d96b64c9b1e&find=00614517000
Flood Review Required: All 🗹 Some	□ None □
http://www.anchoragestormwater.com/maps.html	
	3-Moderate 4-High 5-Very High None
Seismic Code: 1-Lowest  2-Moderate Low	3-Moderate 4-High 5-Very High None
nttps://muniorg.maps.arcgis.com/apps/webappviewer/index.htr	ml?id=6d9f19e70868491da6296bdb398b33cc&find=00614517000
Water and Sewer	
AWWU Customer: Water 🗹 Sewer 🗹	Not Current Customer
Anchorage Water and Wastewater: https://www.awwu.bi	z/customer-service/for-builders-and-developers

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



# **MOA PROPERTY REPORT**

PAGE 3

Data Updated as of: January 22, 2023 3:02 AM

#### ADDITIONAL INFORMATION

Nitrate Map: https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=6c3acc5dca8244a891f954f0e7f75496&find=00614517000

Soil Boring Map: https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=ff7c8f704663452096705a716c14b1f3&find=00614517000

 $\textbf{\textit{MOA MapIt Link:}} \ \text{https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?} id=f0bef139a7584820ad9d60c9eeea8a5f\&find=00614517000$ 

#### **POLITICAL BOUNDARIES**

Assembly District: 5

Community Council: Northeast



# Issued by

First American Title Insurance Company 1400 W Benson Blvd, Ste 250, Anchorage, AK 99503 Title Officer: Breanna Bovey Phone: (907)561-1844

FAX: (907)562-0540



## First American Title Insurance Company

Guarantee No.: 0209-4195621

1400 W Benson Blvd, Ste 250 Anchorage, AK 99503 Phn - (907)561-1844 (800)770-0510

Fax - (907)562-0540

#### LITIGATION GUARANTEE

LIABILITY: \$ 250.00 ORDER NO.: 0209-4195621

FEE: \$ **250.00** YOUR REF.:

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

# First American Title Insurance Company

a Corporation, herein called the Company

#### **GUARANTEES**

## Municipality of Anchorage

herein called the Assured, against loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the date stated below,

1. The title to the herein described land was vested in the vestee named, subject to the matters shown as exceptions herein, which exceptions are not necessarily shown in the order of their priority; AND

Dated: August 14, 2024 at 8:00 A.M.

Guarantee No.: 0209-4195621

# SCHEDULE A

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

Ernest Richard Roe, Jr. and Lena P. Roe, husband and wife

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

Fee Simple Estate

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

The land referred to in this report is described in Exhibit A attached hereto.

#### Guarantee No.: 0209-4195621

#### **SCHEDULE B**

#### **EXCEPTIONS:**

- 1. Reservations or exceptions in patents or in acts authorizing the issuance thereof.
- 2. Taxes and/or Assessments, if any, due The Municipality of Anchorage.
- 3. Right of Way Easement, including the terms and provisions thereof, granted to Chugach Electric Association, Inc., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument

Recorded: February 11,1952; April 24,1952 Recording Information: Book 67 Page 377; Book 71 Page 170

Affects: Blanket Easement

4. Right of Way Easement, including the terms and provisions thereof, granted to Chugach Electric Association, Inc., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument

Recorded: May 15, 1973
Recording Information: Book 75 Page 134
Affects: Blanket Easement

Release of General Right of Way with Reservations of Specific Easement, thereunder, including terms

and provisions thereof,

Recorded: May 15, 1973

Recording Information: Book 216 Page 234

Affects: The South 10 feet

- 5. The effect of the notes which appear on the plat of said subdivision. (Copy Attached)
- 6. Deed of Trust and the terms and conditions thereof.

Grantor/Trustor: Ernest Richard Roe, Jr. and Lena P. Roe, husband and wife

Grantee/Beneficiary: Alaska USA Federal Credit Union
Trustee: Lawyers Title Insurance Agency, Inc.

Amount: \$20,000.00

Dated: October 4, 1982

Recorded: October 8, 1982

Recording Information: Book 791 Page 578

- 7. Final Judgment and Decree of Foreclosure recorded on June 09, 2022 under Serial Number 2022-021656-0
- 8. Final Judgment and Decree of Foreclosure recorded on September 12, 2023 under Serial Number 2023-025235-0

Guarantee No.: 0209-4195621

9. A claim of lien for labor and/or materials.

> Municipality of Anchorage By:

Amount Claimed: \$7,785.33 Recorded: March 05, 2024

Recording Information: Serial Number 2024-005402-0

NOTE: THIS GUARANTEE IS RESTRICTED TO THE USE OF THE ASSURED HEREIN AND IS NOT TO BE USED AS A BASIS FOR CLOSING ANY TRANSACTION AFFECTING TITLE TO SAID PROPERTY.

#### **NOTICE**

The attached plat, if any, is furnished as a courtesy only by First American Title Insurance Company, and is not part of any title commitment or policy of title insurance.

The plat is furnished solely for the purpose of assisting in locating the premises and does not purport to show all highways, roads or easements affecting the property. No reliance should be placed upon this plat for location or dimensions of the property and no liability is assumed for the correctness thereof.

## **SCHEDULE C**

Guarantee No.: 0209-4195621

The necessary parties (other than those having a claim or interest by reason of matters shown in Exception number(s), inclusive) to be made defendants in an action to Judicially foreclose the Deed of Trust shown as exception number 6 herein, said action to be brought by Ernest Richard Roe, Jr. and Lena P. Roe, husband and wife are as follows:

A. Alaska USA Federal Credit Union

#### SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

- 1. Except to the extent that specific assurance are provided in this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
  - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
- (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
- (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
- 2. Notwithstanding any specific assurances which are provided in this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
  - (c) The identity of any party shown or referred to in this Guarantee.
  - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

#### **GUARANTEE CONDITIONS AND STIPULATIONS**

#### 1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in this Guarantee, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in this Guarantee, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
  - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records" : records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
  - (e) "date": the effective date.

#### 2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

#### 3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

# 4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay

any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

Guarantee No.: 0209-4195621

- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

## 5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the Loss or Damage. All information designated as confidential by the Assured provided to the Company, pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

Form No. 1282 (Rev. 12/15/95)

#### 6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

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

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

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

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

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

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

#### 7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee. The Liability of the Company under this Guarantee to the Assured shall not exceed the

- (a) the amount of liability stated in this Guarantee;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage Assured against by this Guarantee occurs, together with interest thereon: or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance Assured against by this Guarantee.

#### 8. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter Assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

Guarantee No.: 0209-4195621

#### 9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

#### 10. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

#### 11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

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

#### 12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

#### 13. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

#### 14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at 2 First American Way. Bldg. 2, Santa Ana, CA. 92707.

Form No. 1282 (Rev. 12/15/95)

# EXHIBIT A LEGAL DESCRIPTION

Guarantee No.: **0209-4195621** 

Lot Fourteen (14), Block One (1), DEBARR VISTA SUBDIVISION, according to the official plat thereof, filed September 2, 1952 under Plat No. P-242-B, in the Anchorage Recording District, Third Judicial District, State of Alaska.





1400 W Benson Blvd, Ste 250 Anchorage, AK 99503 Phn - (907)561-1844 (800)770-0510

Fax - (907)562-0540

# COMMITMENT FOR TITLE INSURANCE

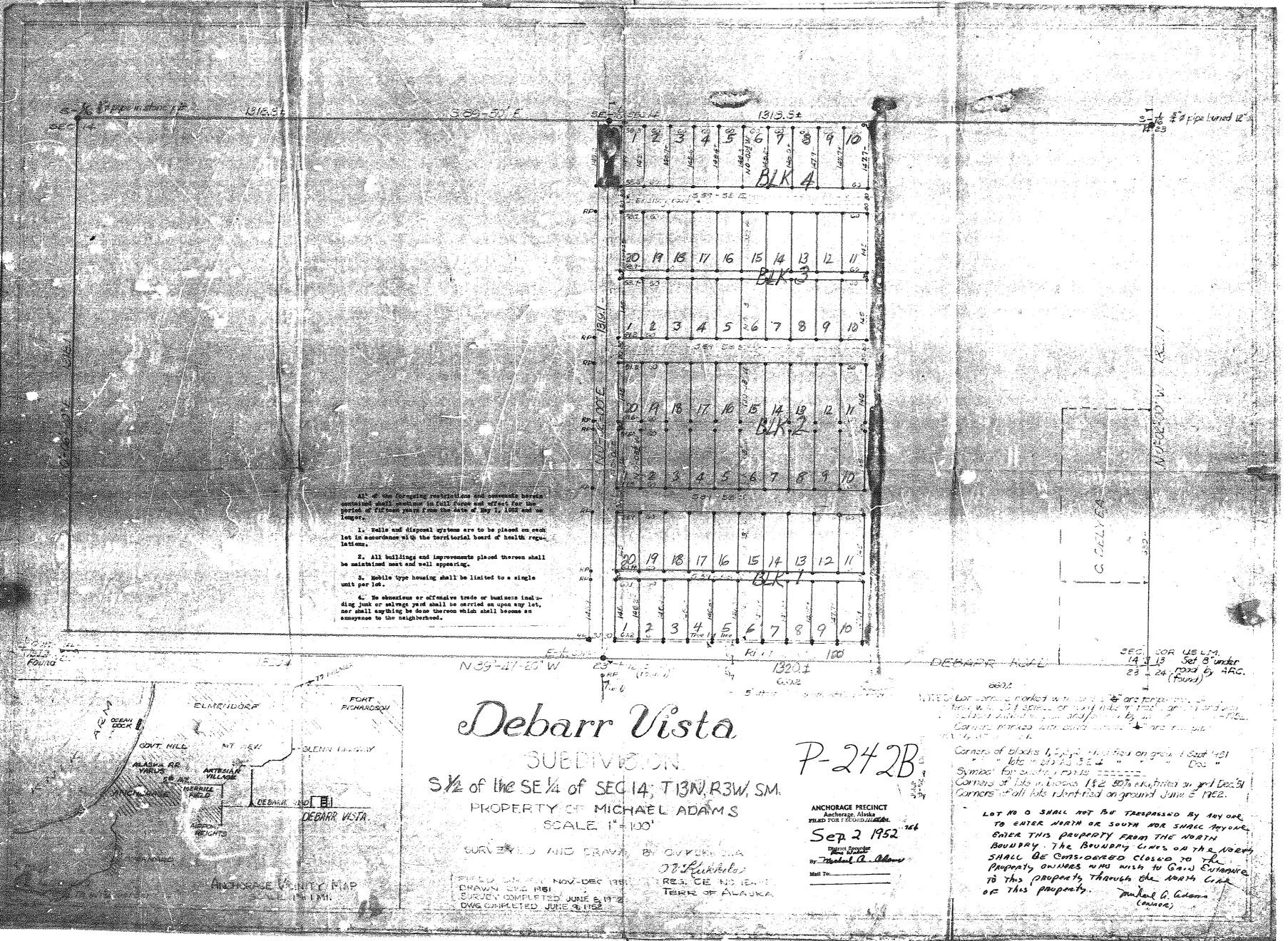
To:

Municipality Of Anchorage 4700 Elmore Road, 2nd Floor Anchorage, AK 99507 Attn: John Bruns

Attn:

# **FOR QUESTIONS REGARDING THIS COMMITMENT, PLEASE CONTACT:**

First American Title Insurance Company 1400 W Benson Blvd, Ste 250 Anchorage, AK 99503 Title Officer: Breanna Bovey File No: 0209-4195621 Phone No: (907)786-9548 Fax No: (907)562-0540 Email: bbovey@firstam.com





## **Privacy Notice**

### Last Updated and Effective Date: December 1, 2023

First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") describe in our full privacy policy ("Policy"), which can be found at <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>, how we collect, use, store, and disclose your personal information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties"); and (5) when you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services ("B2B"). This shortened form of the Policy describes some of the terms contained in the Policy.

The Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that the Policy does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy policy can be found <a href="here">here</a>.

What Type Of Personal Information Do We Collect About You? We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

**How Do We Collect Your Personal Information?** We collect your personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from other parties, including business parties and affiliates.

**How Do We Use Your Personal Information?** We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, complying with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

**How Do We Disclose Your Personal Information?** We do not sell your personal information or share your personal information for cross-context behavioral advertising. We may, however, disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; (3) to service providers and contractors; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we disclose your personal information, please visit <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

**How Do We Store and Protect Your Personal Information?** The security of your personal information is important to us. That is why we take all commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

**How Long Do We Keep Your Personal Information?** We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. You can learn more about your choices by visiting <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.



**International Jurisdictions**: Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Policy. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

<u>Changes to Our Policy</u>: We may change the Policy from time to time. Any and all changes to the Policy will be reflected on this page and in the full Policy, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE POLICY.** 

#### **For California Residents**

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations. To learn more, please visit <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

**Contact Us**: dataprivacy@firstam.com or toll free at 1-866-718-0097.

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CEA Form 4 (Revised 1/8/73)

# CHUGACH ELECTRIC ASSOCIATION, INC. Anchorage, Alaska

# RELEASE OF GENERAL RIGHT-OF-WAY WITH RESERVATIONS OF SPECIFIC EASEMENT

SPECIFIC EASEMENT
KNOW ALL MEN BY THESE PRESENTS that CHUGACH ELECTRIC ASSOCIATION, INC., an Alaska non-profit electric cooperative corporation of Anchorage, Alaska, hereinafter called "Chugach," for a good and valuable consideration,
the receipt of which is hereby acknowledged, does remise and release unto
Lee O. and Laura C. Reed
hereinafter called, without reference to number or gender, "Owner," and to his heirs, executors, administrators, successors and assigns, FOREVER, all the right, title, and interest of Chugach in and to that general right-of-way easement over the South Half (S\frac{1}{2}), Southeast Quarter (SE\frac{1}{4}), Section Fourteen (14), Township Thirteen  North (Tl3N), Range Three West (R3W), Seward  Meridian, Alaska, as it affects Lot Fourteen (14), Block One (1), DeBarr Vista Subdivision,
granted to Chugach by Michael A. Adams
on
record with the Recorder for the Anchorage Recording District, Alaska, in Volume $\frac{75}{100}$ at Page $\frac{134}{100}$ .
RESERVING AND EXCEPTING, however, from the force and effect this remise and release, a sole and exclusive right-of-way, to wit:  The South Ten Feet (S 10') of said Lot Fourteen (14), Block One (1), DeBarr Vista Subdivision,
to Chugach, and to its successors, assigns, licensees, and permittees, for the erection, construction, and installation, and continued operation, maintenance, repair, alteration, inspection, replacement, improvement, and relocation, and removal, of electric transmission and distribution lines, and telephone lines, including guys, crossarms, and other attachments and equipment incidental there to.  TOGETHER WITH all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the easement hereby reserved, and all rights and privileges incident thereto, including the right from time to time to cut, trim, and remove trees, brush, overhanging branches, and other obstructions which may injure or interfere with Chugach's full use, occupation, or enjoyment of the within reserved right-of-way easement.
The acceptance by Owner of the within release with reservation of specific right-of-way will constitute his affirmation and ratification of the above-mentioned rights of Chugach in and to such right-of-way.
INWITNESS WHEREOF, Chugach Electric Association, Inc., acting by and through its duly authorized Activity
General Manager, has caused this remise and release to be executed and its corporate seal to be affixed this 3/1/2.
CHUGACH ELECTRIC ASSOCIATION, INC.  ("Chugach")  By  General Manager  STATE OF ALASKA THIRD JUDICIAL DISTRICT  ss.
THIS IS TO CERTIFY that, on this
appeared GUNNAR FLYCHURING , ACTING General Manager of Chugach Electric
Association, Inc. an Alaska corporation, known to me to be the ASTIVE General Manager of the said corporation; that the same was executed as the columnary act and deed of the said corporation; and that he was duly authorized to do so for the uses and purposes set forth therein in this certificate first above written.  Return to:  Notary Public in and for the State of Alaska  Byokane Mortgage  My commission extress 1444 (1997)
Spokane Mortsage My commission expires: January 17, 1974

SECOND 800% 791

PAGE 0578

DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made between ERREST-RICHARD, RCE, JR. & LENA P. RCE, husband & wife

6810 E. 12th Avenue #1 Anchorage, AK 99504

(City)

[Namber and Soys)

(City)

[MAYERS TITLE INSURANCE ACENCY on Alixid corporation, barries called Trusters, and

ALASKA USA PETERAL CREDIT UNION

[Massin collection of the collection of

WITNESSETH: That Truster irrevocably grants, transfers and staigns to Truster in trust with power of sale the following described real property:

Int Fourteen (14), Block One (1), DEBARR VISTA SUBDIVISION, according to the official plat thereof, filed-September 2, 1952 under Flat No. P-242-B, in the Anchorage Recording District, Third Judicial District, State of Alaska.

TOCETHER with all buildings, appartenances, flatures and appartenances now or betreafter created thereon, including all case, equipment, flatures and articles, whether in single units or centrally controlled, used to supply heat, gas, sir conditioning, lights, power refrigeration, remainstance, become driped, dishwashing, garbage disposal or other services, and any other now or hereafter located therein or thereon, the furnishing of which by lessors to lessees is customy or supporpriate, including a window sharks, storm doors and windows, floor coverings, wreen doors, in-e-door beds, awaings, stores and waste besters which are declared to be apart of said real custes, whether physically attacked thereto or not); and no together, with all easiers are decorated to the controlled of the loan hereby secured.

peocesds of the loan hereby secured.

FOR THE PURPOSE OF SECURING:

(A) 1. Payment of the sum of \$1,20,000,00

with interest thereon, according to the serms of a promissory most of some of even date herewith, made by Trustor, payable to the order of the Beneficiary, and extensions or renewals thereof. 2. Payment of such additional sums with interest thereon as may hereafter be herowed from the Beneficiary, see its successor, by the then record ewiner of some of such property, or any of them, when evidenced by another promisory note or notes. 3. Payment, with interest thereon, as any other present or future indebtedness or obligation of the Trustor (se of any successor in interest of the Trustor to said property) as the Beneficiary, whether created directly or acquired by assignment, whether absolute or contingent, whether due to no, or whether otherwise accured or not, or whether existing at the time of the execution of this Deck of Trust, on arising therefore. 4. Payment of say and all sums which may become due from Trustor for advances by Speniciary or its successar, for first and other hands associated or the time accurated owner of the said property, or any of them, according to the terms of this deed of trust or any aprement for earth accurate owner of the said property, or any of them, according to the terms of this deed of trust or any aprement for earth accurate owner of the said of the said property, or any of them, according to the terms of this deed of trust or any aprement for earth accurate when of the said of trust or any aprement for earth accurate which may be executed by such Trustor or such record owner. 5. Performance of each condition or coverants of Trustor care incorporate therein by reference.

(8) Any deficiency in the amount of any payment occured hereby, if not paid when due, shall constitute an avent of default under this Dood of True.

(C) In the event that any payment or portion thereof shall become due and remain unpuld for a period in excess of six (6) days. Trustor agrees to pay a late charge in the amount twenty percent (20%) of the interest due so long as default continues, if charged by the Benefitiary, to cover the extra expense of handling delinquent accounts.

#### TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

10-8 82



PAGE 0579 AFTER RECORDING RETURN TO:
LAMPERS TITLE INSURANCE AGENCY, INC.
801 W. Piressood \$106
Attn: Lealie \$82-713 lm FOR RECORDER'S USE ONLY Index as Trust Dard and Ausgement of Renus MEGOROLD-FILED ANCHORAGE REG. DISTRICT

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Recording District 301 Anchorage 06/09/2022 08:36 AM Page 1

Page 1 of 77

CC

Recording District:

Anchorage

After Recording Return to:

Municipality of Anchorage

PO Box 196650

Anchorage, AK 99519-6650 Real Estate Department

Attn: John Bruns

THIS COVER SHEET HAS BEEN ADDED TO THIS DOCUMENT TO PROVIDE SPACE FOR THE RECORDING DATA. THIS COVER SHEET APPEARS AS THE FIRST PAGE OF THE DOCUMENT IN THE OFFICIAL PUBLIC RECORD.

DO NOT DETACH

# MUNICIPALITY OF ANCHORAGE

OFFICE OF THE MUNICIPAL ATTORNEY

P.O. Box 196650 Anchorage, Alaska 99519-6650

Facsimile: 343-4545



FILED in the Trial Courts State of Alaska Third District

MAY 17 2022

Clerk of the Trial Courts

By \_\_\_\_\_ Deputy

# IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

# THIRD JUDICIAL DISTRICT AT ANCHORAGE

In re: Municipality of Anchorage Annual Foreclosure for Delinquent Real Property Taxes and Special Assessments for the Year 2021 and prior years.

Quincy H. Arms

Assistant Municipal Attorney

Email: courtdocs@muni.org

Case No. 3AN-22-04985 CI

# FINAL JUDGMENT AND DECREE OF FORECLOSURE

IT IS ORDERED, ADJUDGED AND DECREED that the Municipality of Anchorage shall have, except as provided below, a final judgment and decree foreclosing all liens on all delinquent taxes and special assessments, penalties, interest and costs, severally against the parcels subject to those liens as set forth in the revised foreclosure list attached as Exhibit A.

IT IS FURTHER ORDERED that the properties in the revised foreclosure list attached as Exhibit A where the Municipality has noted a timely objection was filed, payment of the delinquency was made, the property is subject to bankruptcy proceedings, or where the Municipality has made an administrative decision to remove a parcel from the foreclosure list, are not subject to this judgment and decree.

IT IS FURTHER ORDERED that for the parcels where the delinquencies were cleared in full by payment pursuant to AS 29.45.340, as noted by the Municipality on the revised foreclosure list attached as Exhibit A, this case against them is dismissed without prejudice.

I certify that this is a true and correct copy of the original on file in my office.

ATTEST: Clerk of the Trial Courts

By: Deputy

Page 2 of 77 301 – 2022 – 021 356 – 0



DATED: June 2,2012

andrew Lewin

Hon. Andrew Guidi Superior Court Judge

i certify that on 622000 a copy of the above was molecular redlinated to each of the following at their address of record hurlicites Assistant

MUNICIPALITY OF ANCHORAGE

> OFFICE OF THE MUNICIPAL ATTORNEY

P.O. Box 196650 Anchorage, Alaska 99519-6650

Telephone: 343-4545 Facsimile: 343-4550 Final Judgment and Decree of Foreclosure Case No. 3AN-22-04985CI Page 2 of 2



Page 3 of 77 301 - 2022 - 021656 - 0

FILED in the Trial Course State of Alaska Third District

MAY 17 2022

Clerk of the Trial Courts

Fix

Quincy H. Arms
Assistant Municipal Attorney
Email: courtdocs@muni.org

# IN THE SUPERIOR COURT FOR THE STATE OF ALASKA THIRD JUDICIAL DISTRICT AT ANCHORAGE

In re: Municipality of Anchorage Annual Foreclosure for Delinquent Real Property Taxes and Special Assessments for the Year 2021 and prior years.

Case No. 3AN-22-04985 CI

# FINDINGS OF FACT AND CONCLUSIONS OF LAW

On March 9, 2022, the Municipality of Anchorage petitioned the court for a judgment and decree of foreclosure. More than 30 days have passed since the date of the last publication of the foreclosure list in the manner provided by law. Therefore, this court makes the following findings of fact and conclusions of law:

# **FINDINGS OF FACT**

- 1. Petitioner is a home rule municipality organized and existing under the laws of the State of Alaska and is located in the Third Judicial District of the State of Alaska.
- 2. During the 2021 calendar year and prior years the Municipality levied real property taxes under AS 29.45.240 and Anchorage Municipal Code (AMC) Chapter 12.15; and special assessments under AS Chapter 29.46 and AMC Title 19.
- 3. On March 9, 2022, the Municipality filed a Petition for Judgment and Decree of Foreclosure. The petition included a foreclosure list, describing all parcels for which taxes and special assessments remained unpaid and delinquent for the year 2021 and prior years.

IUNICIPALITY OF ANCHORAGE

OFFICE OF THE MUNICIPAL ATTORNEY

P.O. Box 196650 inchorage, Alaska 99519-6650

:lephone: 343-4545 acsimile: 343-4550



Page 4 of 77 301 – 2022 – 021656 – 0

The Municipality published the foreclosure list for four consecutive weeks in a newspaper of general circulation within the Municipality of Anchorage and mailed notices of the foreclosure proceedings to the last known owner of each property on the

foreclosure list and to all holders of mortgages or other liens of record on the property

requesting notice.

4.

The Municipality has attached Exhibit A, a revised foreclosure list of parcels 5.

upon which the Municipality of Anchorage levied real property taxes and special

assessments for the year 2021 and prior years and - except where noted that a timely

objection was filed, payment of the delinquency was made, the property is subject to

bankruptcy proceedings, or where the Municipality has made an administrative decision to

remove a parcel from the foreclosure list – which are delinquent and remain unpaid as of

May 6, 2022.

CONCLUSIONS OF LAW

This court has jurisdiction to adjudicate this case. 1.

Publication and notice of this proceeding were made in accordance with all 2.

applicable laws.

All taxes and special assessments on the parcels of land appearing on the 3.

revised foreclosure list were lawfully assessed and levied for the year 2021 and prior years.

All unpaid taxes and special assessments against property appearing on the 4.

revised foreclosure list for the year 2022 and prior years are, except where noted,

delinquent and penalty, interest, costs and attorney fees have accrued upon such property.

nchorage, Alaska 99519-6650 ephone: 343-4545

Page 2 of 3

UNICIPALITY

OF NCHORAGE

OFFICE OF THE MUNICIPAL ATTORNEY 3.O. Box 196650

csimile: 343-4550

Findings of Fact and Conclusion of Law Case No. 3AN-22-04985C1



301 - 2022 - 021656 - 0

In accordance with Alaska Rule of Civil Procedure 41(a)(1), his case is 5. dismissed without prejudice as against those properties on the revised foreclosure list (Exhibit A) where the Municipality has lined-out the property and noted payment of the delinquency was made.

In accordance with AS 29.45.380 and AS 29.45.390(a) the court may enter a 6. judgment and decree of foreclosure against all property for which no objection was filed.

In accordance with AS 29.45.390(c), this judgment and decree of foreclosure 7. hereby entered stops objections that could have been presented before judgment and decree of foreclosure.

Pursuant to Civil Rule 54(b) this court expressly determines there is no just 8. reason for delay to enter judgment.

DATED: Jime 2, 2002 andrew House

Hon. Judge Andrew Guidi Superior Court Judge

certify that on 6/2/2022 of the above was malled the verillaged and to each of the following at their address of record

UNICIPALITY OF **NCHORAGE** 

FFICE OF THE MUNICIPAL ATTORNEY

1.O. Box 196650 nchorage, Alaska 99519-6650

ephone: 343-4545 csimile: 343-4550

copy of the ofighici on file in my office.

Findings of Fact and Conclusion of Law Case No. 3AN-22-04985C1 Page 3 of 3



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Recording District 301 Anchorage 09/12/2023 01:32 PM Page 1 ( CC



**Recording District:** 

Anchorage

After Recording Return to:

Municipality of Anchorage

PO Box 196650

Anchorage, AK 99519-6650 Real Estate Department

Attn: John Bruns

THIS COVER SHEET HAS BEEN ADDED TO THIS DOCUMENT TO PROVIDE SPACE FOR THE RECORDING DATA. THIS COVER SHEET APPEARS AS THE FIRST PAGE OF THE DOCUMENT IN THE OFFICIAL PUBLIC RECORD.

DO NOT DETACH

Quincy H. Arms Assistant Municipal Attorney

Email: courtdocs@muni.org

# IN THE SUPERIOR COURT FOR THE STATE OF ALASKA THIRD JUDICIAL DISTRICT AT ANCHORAGE

In re: Municipality of Anchorage Annual Foreclosure for Delinquent Real Property Taxes and Special Assessments for the Year 2022 and prior years.

Case No. 3AN-23-05662CI

# FINAL JUDGMENT AND DECREE OF FORECLOSURE

IT IS ORDERED, ADJUDGED AND DECREED that the Municipality of Anchorage shall have, except as provided below, a final judgment and decree foreclosing all liens on all delinquent taxes and special assessments, penalties, interest and costs, severally against the parcels subject to those liens as set forth in the revised foreclosure list attached as Exhibit A.

IT IS FURTHER ORDERED that the properties in the revised foreclosure list attached as Exhibit A, where the Municipality has noted a timely objection was filed, payment of the delinquency was made, the property is subject to bankruptcy proceedings, or where the Municipality has made an administrative decision to remove a parcel from the foreclosure list, are not subject to this judgment and decree.

IT IS FURTHER ORDERED that for the parcels where the delinquencies were cleared in full by payment pursuant to AS 29.45.340, as noted by the Municipality on the revised foreclosure list attached as Exhibit A, this case against them is dismissed without prejudice.

MUNICIPALITY OF ANCHORAGE

OFFICE OF THE MUNICIPAL ATTORNEY

P.O. Box 196650 Anchorage, Alaska 99519-6650

Telephone: 343-4545 Facsimile: 343-4550



Page 2 of 67 301 - 2023 - 025235 - 0 DATED: Ang. 18, 2023

Hon. Laura Hartz Superior Court Judge

Subscribed and sworn to or affirmed before me on 8-31-33, 20 23 at Anchorage, Alaska

(Seal)

Deputy Clerk of Court
My Commission Expires with office

I certify that on **8-31'33** a copy of the following was mailed/emailed to each of the following at their addresses of record.

Administrative As istant

Q. trus

MUNICIPALITY OF ANCHORAGE

OFFICE OF THE MUNICIPAL ATTORNEY

P.O. Box 196650 Anchorage, Alaska 99519-6650

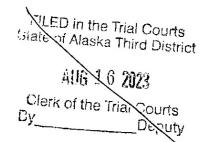
Facsimile: 343-4545



Page 3 of 67 301 - 2023 - 025235 - 0

Final Judgment & Decree of Foreclosure
In re: MOA Frcl for Delinq Taxes & Special Assessments for 2022 and prior years/Case No.3AN-23-05662Cl
Page 2 of 2

Quincy H. Arms
Assistant Municipal Attorney
Email: courtdocs@muni.org



# IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

# THIRD JUDICIAL DISTRICT AT ANCHORAGE

In re: Municipality of Anchorage Annual Foreclosure for Delinquent Real Property Taxes and Special Assessments for the Year 2022 and prior years.

Case No. 3AN-23-05662CI

# FINDINGS OF FACT AND CONCLUSIONS OF LAW

On April 12, 2023, the Municipality of Anchorage petitioned the court for a judgment and decree of foreclosure. More than 30 days have passed since the date of the last publication of the foreclosure list in the manner provided by law. Therefore, this court makes the following findings of fact and conclusions of law:

# FINDINGS OF FACT

- 1. Petitioner is a home rule municipality organized and existing under the laws of the State of Alaska and is in the Third Judicial District of the State of Alaska.
- 2. During the 2022 calendar year and prior years the Municipality levied real property taxes under AS 29.45.240 and Anchorage Municipal Code (AMC) Chapter 12.15; and special assessments under AS Chapter 29.46 and AMC Title 19.
- 3. On April 12, 2023, the Municipality filed a Petition for Judgment and Decree of Foreclosure. The petition included a foreclosure list, describing all parcels for which taxes and special assessments remained unpaid and delinquent for the year 2022 and prior years.

MUNICIPALITY OF ANCHORAGE

OFFICE OF THE MUNICIPAL ATTORNEY

P.O. Box 196650 Anchorage, Alaska 99519-6650

Telephone: 343-4545 Facsimile: 343-4550



Page 4 of 67 301 – 2023 – 025235 – 0

OFFICE OF THE MUNICIPAL ATTORNEY

P.O. Box 196650 Anchorage, Alaska 99519-6650

Telephone: 343-4545 Facsimile: 343-4550

The Municipality published the foreclosure list for four consecutive weeks in 4. a newspaper of general circulation within the Municipality of Anchorage and mailed notices of the foreclosure proceedings to the last known owner of each property on the

foreclosure list and to all holders of mortgages or other liens of record on the property

requesting notice.

5. The Municipality has attached Exhibit A, a revised foreclosure list of parcels upon which the Municipality of Anchorage levied real property taxes and special assessments for the year 2022 and prior years and – except where noted that a timely objection was filed, payment of the delinquency was made, the property is subject to bankruptcy proceedings, or where the Municipality has made an administrative decision to remove a parcel from the foreclosure list - which are delinquent and remain unpaid as of June 30, 2023.

# **CONCLUSIONS OF LAW**

- 1. This court has jurisdiction to adjudicate this case.
- 2. Publication and notice of this proceeding were made in accordance with all applicable laws.
- All taxes and special assessments on the parcels of land appearing on the 3. revised foreclosure list were lawfully assessed and levied for the year 2022 and prior years.
- 4. All unpaid taxes and special assessments against property appearing on the revised foreclosure list for the year 2022 and prior years are, except where noted, delinquent and penalty, interest, costs and attorney fees have accrued upon such property.

Findings of Fact & Conclusions of Law

In re: MOA Frcl for Deling Taxes & Special Assessments for 2022 and prior years/Case No.3AN-23-05662CI

Page 2 of 3

- 5. In accordance with Alaska Rule of Civil Procedure 41(a)(1), his case is dismissed without prejudice as against those properties on the revised foreclosure list (Exhibit A) where the Municipality has lined-out the property and noted payment of the
- 6. In accordance with AS 29.45.380 and AS 29.45.390(a) the court may enter a judgment and decree of foreclosure against all property for which no objection was filed.
- 7. In accordance with AS 29.45.390(c), this judgment and decree of foreclosure hereby entered stops objections that could have been presented before judgment and decree of foreclosure.
- 8. Pursuant to Civil Rule 54(b) this court expressly determines there is no just reason for delay to enter judgment.

DATED: AND 18,2023

delinquency was made.

Superior Court Judge

I certify that on 8.31.33 a copy of the following was mailed emailed to each of the following at their addresses of record.

ministrative Assistant

MUNICIPALITY OF ANCHORAGE

OFFICE OF THE MUNICIPAL ATTORNEY

P.O. Box 196650 Anchorage, Alaska 99519-6650

Telephone: 343-4545 Facsimile: 343-4550

certify that this is a true and correct opy of the original on file in my office.

Findings of Fact & Conclusions of Law

In re: MOA Frel for Deling Taxes & Special Assessments for 2022 and prior years/Case No.3AN-23-05662CI

Page 3 of 3

Pub ishes April 12, 19, 26 May 3		2023 Foreclosures				Ancho	rage Daily News
Owner	Parcel ID	Legal Description PETERSONS	Year	Principal	Interest	Penalty	Cost
RICHARDSON DWAYNE A	001-161-45-021	RIK 3 LT 3B	2021	\$ 2,475.94	\$ 228.33	\$ 247.60	\$ 140.00
	001 101 49 021	WORONZOF UNIT 405	2022	\$ 2,435.06	\$ 111.60	\$ 243.50	\$ 45.00
		TOTAL		2,133.00	9 111:00	<del>7 -215.50</del>	<del>9 49.00</del>
RIEDEL STEVEN	010 085 03 000	BROOKSIDE	2022	4 22222		· Non-Almonia	
and an appropriate the second	010 000 00 000	LT-15	<del>2024</del>	<del>&gt; -2,387.38</del>	\$ 109.33	\$ 238.74	\$ 45.00
		BRIARCHEE					
RISKE JAMES & KIMBERLY	013-131 22 051		. 2022	£ 2,001.75	ć 103.00		
		BRIARCLIFF TOWNHOMES UNIT 51	. <del>1911</del>	<del>&gt; 2'AA≅'\@</del>	\$ <del>- 182.98</del>	\$ 399,28	<del>\$ 45.00</del>
RITZ CONSULTING FOREST	051-261-04-000	WITMAN	2022	\$ 3,773.50	\$ 172.94	ć 277.26	t 45.00
PARK LLC		TR A	2022	\$ 3,773.30	\$ 1/2.94	\$ 377.36	\$ 45.00
		CAPTAIN JAMES COOK					
RIVERA JUAN	013-066-02-024	TR ENDLAYOUR	2021	\$ 1,072.57	\$ 29.49	\$ -	\$ -
		ENDEAVOUR - UNIT 210	2022	\$ 2,291.92	\$ 105.05	\$ 229.20	\$ 45.00
ROACH JERRY S TRUST		MOUNTAIN BARY COTATE					
ROACH JERRY S / TTE	017 022 13 000	MOUNTAIN PARK ESTATES #2 BLK 3-LT 1	2021			P. T. Arrange Communication	\$ 95.00
		BEN 3 E1 E	2022	<del>\$ -7,945.30</del>	<del>\$ 364.13</del>	\$ 794.54	<del>\$ 45.00</del>
ROACH JERRY & TRUST	005 284 04 000	BONIBROOK#1	2021	\$ 45.63	\$ <del></del>	£	\$ 95.00
ROACH JERYY S / TTE	000 201 000	BLK SLT-6A	2022			\$ 525.24	\$ 45.00
						,	*
ROBBINS FAYE M	007 021 10 000	IERDE WOOD	2022	\$ 202.02	\$ 12.00	¢ 20.20	¢ 45.00
		BLK 2 LT 2		,	12.05	\$ C5.00	y ,5.00
ROB NSON ADAM & AMY 50% &		BEEDE					
ROBINSON PETER H 50%	042 081-25 000	BLK 1 LT S	5055	\$ 299.10	<del>\$</del>	\$ 26.97	<del>\$ 45.00</del>
ROBINSON SCOTT	050-751-18-000	TERI #2	2020			The second second	\$ -
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	030-731-18-000	LT 3	2021		\$ 323.17		\$ 140.00
			2022	\$ 3,591.28	\$ 164.58	\$ 359.12	\$ 45.00
RODGERS FAMILY LLC	909 142 06 000	GRANDVIEW HEIGHTS				100	
TO DELIGITATION CEG	003 172 00 000	8LK 2 LT 14	5055	\$ 393,10	<del>\$ 16.21</del>	<del>\$ 39.31</del>	<del>\$ 45.00</del>
		WONDER PARK					
RODRIGUEZ CRUZ RICARDO	006 291 26 033	<del>UTG1</del>	1022	\$ 1,150.52	ć 53.73	£	
		CONTEMPO 1 PHASE 3 UNIT VI 78	2022	1,130.52	<del>&gt; 52./5</del>	\$ 115.06	<del>\$ 45.00</del>
RODRIGUEZ DANIEL & DINA	002 162 38 000	THIRD ADDITION TO THE TOWNSITE OF ANCHORAGE	2020	\$ 1,851.72	\$ 134.54	<del>\$</del>	<del>\$</del>
HODINGSEL OF WHILL OF SHAPE	ANT 195 38 DOM	BLK 278 LT 1		\$ 2,697.59			\$ 140.00
			5055	<del>\$ 2,043.70</del>	\$ 93.55	<del>5 -204.38</del>	<del>\$ 45.00</del>
RODRIGUEZ GENARO	010 032 22 000	NEWELL (SUBD OF MCRAE LT 18)					and amounted
	OIO OUL IL ONO	LTA (OF LT 18)	2022	<del>5 3,228.29</del>	\$ 104.87	<del>\$ 219.93</del>	<del>\$ -45.00</del>
ROE LENA P	006-145-17-000	DEBARR VISTA	2020 2021	· ·		100 Section 100 Se	\$ .
	300 210 27 000	BLK 1 LT 14	2021				\$ 140.00 \$ 45.00
				,,,,,,,,,	V 217.11	3 4/5//2	y 45.00
ROLANDO JESSICA & URIAH	020-281-32-000	POTTER HEIGHTS			\$ 517.67		
		BLK 1 LT 7	5055	<del>\$ 5,466.86</del>	\$ 250.55	<del>\$ 546.68</del>	<del>\$ 45.00</del>
ROLANDO URIAH	075 052 22 22	ALYESKA BASINI #7	2021	£ 2 247 79	\$ 207,29	¢ 224.79	¢ 140.00
NOET 100 GINTS	<del>075-062-22-000</del>	BLK 28 LT 17	2022	\$ 2,052.62	\$ 94.07	\$ 205.26	\$ 45.00
	(0)						•
ROMAN INOCENCIO J	<del>010 107 16 000</del>	F1 50-	2022	\$ 285.46	\$ 5.25	<del>s</del> ——	<del>\$ 45.00</del>
		<del></del>				****	
			2016	\$ 2,480.67	\$ 1,018.68	\$ 248.06	<b>\$</b> -
			2017				
ROOSDETT RANDY L	242 272 24 222	K&N	2018	\$ 2,732.24	\$ 801.55	\$ 273.22	\$ -
NOOSDETT RANDT L	012-272-94-000	TR 2	2019				\$ 45.00
			2020				\$ 140.00
			2021 2022				\$ 140.00
			2022	y 3,200.04	y 143.80	J 320.80	\$ 45.00
			2019	\$ 2,012.28	\$ 451.37	\$ 201.22	\$ 45.00
ROOSDETT RANDY L	012-272-47-000	GEORGEVILLE ESTATES	2020	\$ 2,103.30	\$ 314.55		\$ 140.00
		BLK 1 LT 3	2021				\$ 140.00
			2022	\$ 2,071.32	\$ 94.93	\$ 207.14	\$ 45.00
			2019	\$ 1,680.17	\$ 376.88	\$ 16007	¢ AE OO
ROOSDETT RANDY L	012-272-49-000	GEORGEVILLE ESTATES	2019				\$ 45.00 \$ 140.00
	V12-212-49-000	BLK 1 LT 5	2021				\$ 140.00
			2022	\$ 1,729.46			\$ 45.00



301-2023-025235-0

A L A S K A

2024-005402-0

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MUNICIPALITY OF ANCHORAGE	)	
	)	
Claimant,	)	
	,	CLAIM OF LIEN
	,	Seward Meridian
	) A	Anchorage Recording District

NOTICE IS HEREBY GIVEN that the Municipality of Anchorage claims a lien on the property hereinafter described as:

DeBarr Vista BLK 1 LT 14 Plat P-242B

Commonly known as: 6810 E 12<sup>th</sup> Ave., Anchorage, AK Record owner at time of lien: Lena Roe

The Municipality of Anchorage claims a lien on the above-described property in the amount of Seven Thousand Seven Hundred Eighty-Five Dollars and 33/100 (\$7,785.33), which represents the costs incurred by Claimant in the abatement of this property. Anchorage Municipal Code Section 21.14.040.7 provides that ..."the responsibility for payment of the charges for abatement as set forth in this section shall rest solely upon the owners of the property upon which the abatement occurred. Such charges become a lien upon the real property upon which the violation was located..." Alaska Statute 34.35.005-34.35.045 states that the enforcement of the lien is a cumulative remedy and does not bar the collection of the charges for abatement or costs and attorney fees through a personal action.

Dated at Anchorage, Alaska, this 5th day of March, 2024.

MUNICIPALITY OF ANCHORAGE

**RETURN TO:** 

Gregory Soule, Acting Director Development Services Department

Municipality of Anchorage P.O. Box 196650

Anchorage AV 005

Anchorage, AK 99519-6650

Date:

2/15/2024

### **DEVELOPMENT SERVICES**

Attn: Administrative Services 4700 Elmore Rd. Anchorage, AK 99507 907-343-8101

## LAND USE ENFORCEMENT - REIMBURSABLE EXPENSES SUMMARY for LIEN

**Property Owner:** 

Ernie Poe

6810 E 12th Ave.

Anchorage, AK 99504

Site Address: 6810 E. 12th Ave., Anchorage, AK

Parcel: 00614517000 Plat: P-242B

Legal Description: DeBarr Vista BLK 1 LT 14

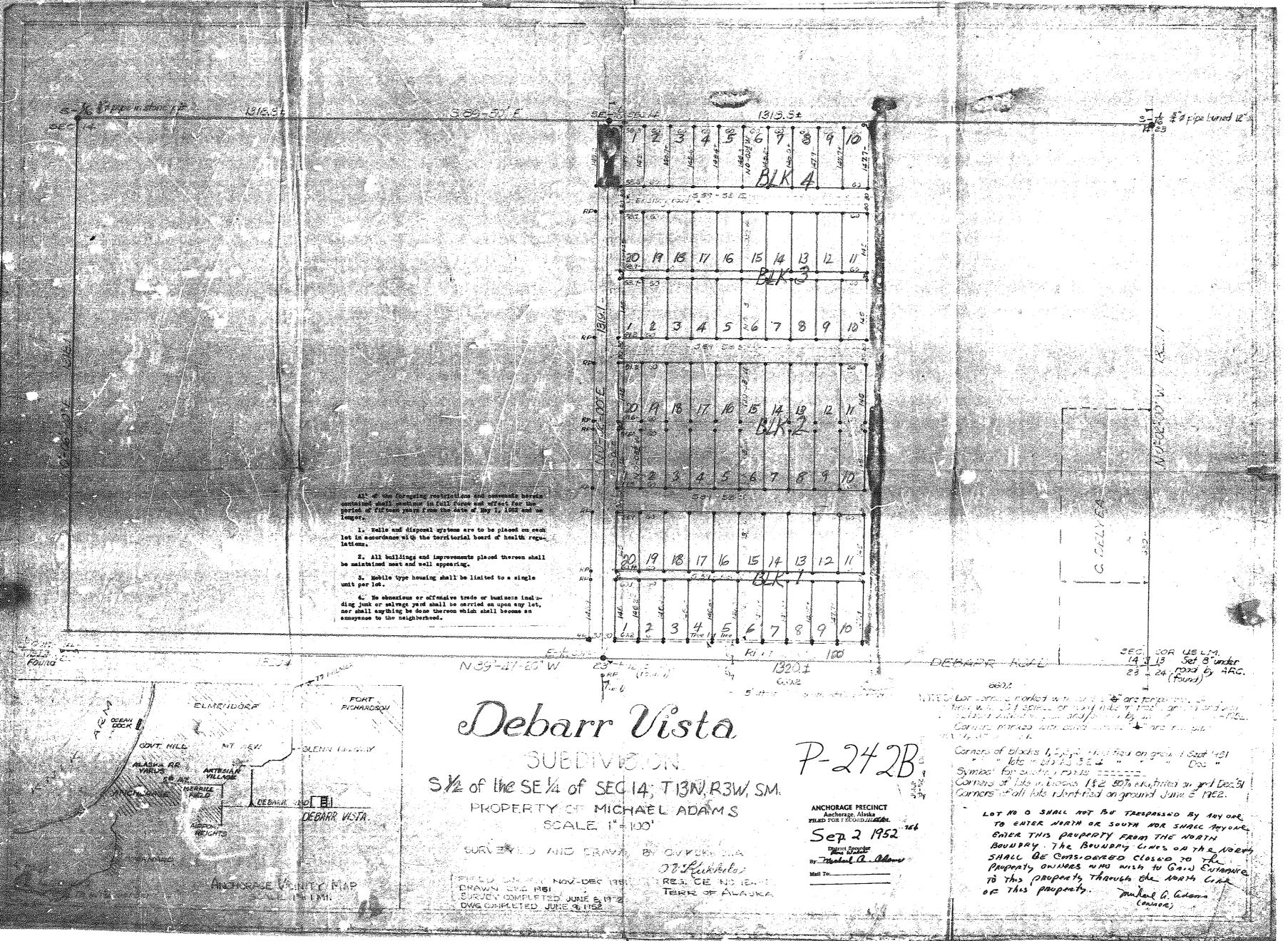
DATE of SERVICE		Units		RATE		CODE CO	MPLIANCE FEES
2/14/2024	Research Fee	1	\$	1.00	/Hr	\$	75.00
						\$	75.00
	REIMBURSA	BLE SU	PPLII	ES			<u> </u>
10/10/2023	A-1 Lawn & Landscaping Clean Up					\$	7,577.78
	Total Supplies					\$	7,577.78
	RECORDATION	REMO	VAL /	FEES			
	Claim of Lien Fee					\$	33.25
	Release of Lien Fee					\$	38.25
	Recording/Removal Fees	2	\$	30.00	/Ea	\$	60.00
	Copies	3		0.35	/Ea	\$	1.05
	Total Filing Fees					\$	132.55

23.70.710.1 Responsibility for payment. The responsibility for payment of the charges for all expenses incurred during abatement by code official as set forth in this chapter shall rest solely upon the owners of the property upon which the abatement occurred. Owners, as used in this section, includes the record owner upon the date of service of notice and order as served under section 704, jointly and severally with any subsequent owner until all costs assessed under this chapter are paid in full.

**23.70.710.2 Enforcement**. The Municipality shall have the right to bring suit for the collection of charges for abatement as set fort in this chapter plus costs and attorney's fees against any or all of the parties responsible for payment.

23.70.710.5 Bill to Collections. When charges for the repair, demolition or removal of any building or structure remain unpaid after THIRTY (30) DAYS from the date the code official forwards an invoice for payment to the record owner as identified in this chapter, the code official shall forward the bill to collections as per Municipality policies and procedures.





Anchorage Recording District

#### WARRANTY DEED

THE GRANTORS, LEE O. REED and LAURA C. REED, husband and wife, for and in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid, CONVEY and WARRANT to ERNEST RICHARD ROE, JR. and LENA P. ROE, husband and wife, GRANTEES, as TENANTS BY THE ENTIRETY, with the right of survivorship and to the survivor's heirs and assigns, forever, the following described real property located in the State of Alaska:

> Lot Fourteen (14), Block One (1), DEBARR VISTA SUBDIVISION, according to the official plat thereof, filed September 2, 1952, under Plat No. P-242-B in the Anchorage Recording District, Third Judicial District, State of Alaska.

SUBJECT to reservations, restrictions, covenants, and easements of record.

DATED this 14th day of May, 1973.

STATE OF ALASKA SS.: THIRD JUDICIAL DISTRICT )

14th day of May THIS IS TO CERTIFY that on the 1973, before me, the undersigned, a Notary Public in and for Alaska, personally appeared LEE O. REED and LAURA C. REED, husband and wife, to me known and known to me to be the individuals mentioned in and who executed the above and foregoing Warranty Deed and who each acknowledged to me that they did the same freely and voluntarily for the uses and purposes therein contained.

WITNESS my hand and seal the day and year first above

written.

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a from ming

RECORDED-<del>FILED</del>-ANCHURAGE REC. DISTRICT

Notary Public in and for Alaska. My Commission expires: 1/27/76

COLE, HARTIG, REODES & NORMAN ATTORNEYS AT LAW

717 K STREET ANCHORAGE, ALASKA 99501

TELEPHONE (907) 274-1670 DW

May 15 9 41 AM '73

Transampried Tills (neuronce Co. Manual Angel Walnut 50801 REGUESTED BY \_\_\_ ADDRESS \_

Return to: Spokane Mortgage 303 W. 82 Juckey