PARID: 06762107000 LUC: 100
TRUSCOTT JOHN ROGER II N/A TAX YEAR: 2025

Property Information

Property Location:

Class: R - Residential

Use Code (LUC): 100 - Residential Vacant Land

Condo/Unit #:

 Tax District:
 30

 Zoning:
 CER10

 Plat #:
 66-54

 HRA #:
 000000

 Grid #:
 SE0804

Deeded Acres:

Square Feet: 207,930

Legal Description: T13N R1E SEC 4

TR 3

Economic Link: No

Show Parcel on Map

Owner

Owner TRUSCOTT JOHN ROGER II

Co-Owner Care Of

Address PO BOX 664

City / State / Zip WHITTIER, AK 99693 0000

Deed Book/Page 067/62

Tax Information

	Roll Type		Cycle I	DID	Gross Tax Amount	Res Exemption	Sr/Vet Exemption	IPC Billed	Paid Amount	Net Due	Interest Due	Penalty Due	Costs Due	Total Due	Due Date
06762107000	RP	2024	1		975.47			.00	.00	975.47	93.08	97.55	.00	1,166.10	06/30/2024
06762107000	RP	2024	2		975.47			.00	.00	975.47	76.01	97.55	.00	1,149.03	08/31/2024
06762107000	RP	2023	1		994.69			.00	.00	994.69	195.21	99.47	140.00	1,429.37	06/30/2023
06762107000	RP	2023	2		994.68			.00	.00	994.68	178.63	99.47	.00	1,272.78	08/31/2023
06762107000	RP	2022	1		991.94			.00	.00	991.94	252.11	99.19	140.00	1,483.24	07/31/2022
06762107000	RP	2022	2		991.94			.00	.00	991.94	243.02	99.19	.00	1,334.15	09/30/2022
06762107000	RP	2021	1		2,118.94			.00	.00	2,118.94	646.57	211.90	530.00	3,507.41	06/15/2021
06762107000	RP	2020	1		2,014.82			.00	-2,014.82	.00	.00	.00	.00	.00	07/15/2020
06762107000	RP	2019	1		1,933.21			.00	-1,933.21	.00	.00	.00	.00	.00	06/15/2019
06762107000	RP	2018	1		1,924.77			.00	-1,924.77	.00	.00	.00	.00	.00	06/15/2018
06762107000	RP	2017	1		1,891.00			.00	-1,891.00	.00	.00	.00	.00	.00	06/15/2017
06762107000	RP	2016	1		1,760.15			.00	-1,760.15	.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	100	R	142.300	0	142.300

Taxable Value

Net Taxable Value 142,300

Land Summary

Land Line #	Zoning	Size (Square Feet)	NBHD
1	CER10	207,930	19H00

Land Characteristics

Line #	
1	VIEW 3 - Good
2	TOPO 3 - Hillside
3	ACCESS 3 - Poor
4	PAVING 2 - Dirt/Gravel
5	CORNER 4 - None
6	SEWER 1 - None
7	ENCROACH 4 - None
8	SETBACK 1 - None
9	WATER 1 - None
10	RESTRICT 4 - None
11	MAIN 4 - None
12	MISC 5 - None
13	WETLANDS 4 - None
14	SHAPE 4 - Typical
15	LOCATION 2 - Fair
16	SIZE 3 -
17	SOILS 4 - Average

Entrances

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

Appraised Value History

Tax Year	Roll Type	LUC	Class	Land	Building	Total Appraised
2025	RP	100	R	142,300	0	142,300
2024	RP	100	R	142,300	0	142,300
2023	RP	100	R	142,300	0	142,300
2022	RP	100	R	140,700		140,700
2021	RP	100	R	140,700		140,700
2020	RP	100	R	140,700		140,700
2019	RP	100	R	140,700		140,700
2018	RP	100	R	140,700		140,700
2017	RP	100	R	140,700		140,700





MOA PROPERTY REPORT

Data Updated as of: January 22, 2023 3:21 AM

Parcel Number: 067-621-07-000 Current Owner: TRUSCOTT JOHN ROGER II

Address: Legal Description: T13N R1E SEC 4 TR 3

Plat Number: Click "More Info" above t **Grid:** Lot Size: 4.77 acres (207,930 ft²) *Property Tax Portal:* https://property.muni.org/Datalets/Datalet.aspx?UseSearch=no&pin=06762107000

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



TAX DISTRICT 30

Service Area	Service Area Classification
Police	Anchorage Metropolitan Police SA
Fire	None
Building Safety Service	None
Parks	Eagle River Parks & Recreation SA
Road	Chugiak, Birchwood, Eagle River RRSA
Streetlights	None

Tax District Map: https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=8839ce87392a4980a9f892363089405a&find=06762107000



MOA PROPERTY REPORT

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Data Updated as of: January 22, 2023 3:21 AM

PLANNING	Data Opuateu as 01. january 22, 2023 3.21 Awi
Zoning District: CE-R-10	2040 Land Use Designation: Residential <1 - 1 DUA
Zoning Improvement Area: Class B	Zoning District Type: Rural Residential
	ty/PropertyReview?searchKey=desc&searchValue=06762107000 viewer/index.html?id=e7c3d7a43f2e4924b23d36fd1500bb01&find=06762107000 ppviewer/index.html?id=05b348c12f034bd88007a7a6ef833577&find=06762107000
Comprehensive Plan: Chugiak-Eagle River Chugiak-Eagle River Comprehensive Plan Update: http Other Plans: yes: no:	p://www.muni.org/Departments/OCPD/Planning/Documents/FINAL-Feb7.pdf
https://muniorg.maps.arcgis.com/apps/webappviewer/index.htr	nl?id=ee1abf76a6394fdcb1057524831143e0&find=06762107000
Wetland Classification: None http://www.anchoragestormwater.com/maps.html	
BUILDING SAFETY	Service Area: Inside Outside 🗹
Building Permit Portal: https://bsd.muni.org/inspandreview	n/ParcelInfo.aspx?parcelno=06762107000 None
https://muniorg.maps.arcgis.com/apps/webappviewer/index.htr	nl?id=cbef6b9160394df0ab2b8d96b64c9b1e&find=06762107000
Flood Review Required: All D Some	□ None □
http://www.anchoragestormwater.com/maps.html	
Seismic Code: 1-Lowest 2-Moderate Low	3-Moderate 4-High 5-Very High None
https://muniorg.maps.arcgis.com/apps/webappviewer/index.htr	nl?id=6d9f19e70868491da6296bdb398b33cc&find=06762107000
Water and Sewer	
AWWU Customer: Water D Sewer D	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

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Data Updated as of: January 22, 2023 3:21 AM

ADDITIONAL INFORMATION

Nitrate Map: https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=6c3acc5dca8244a891f954f0e7f75496&find=06762107000

Soil Boring Map: https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=ff7c8f704663452096705a716c14b1f3&find=06762107000

MOA MapIt Link: https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=f0bef139a7584820ad9d60c9eeea8a5f&find=06762107000

POLITICAL BOUNDARIES

Assembly District: 2

Community Council: Eagle River Valley



LITIGATION GUARANTEE

ISSUED BY STEWART TITLE GUARANTY COMPANY

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

STEWART TITLE GUARANTY COMPANY

GUARANTEES

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

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

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

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

Stewart Title of Alaska 480 E 36th Ave

Anchorage, AK 99503

TEXAS

TE

Frederick H. Eppinger President and CEO

> David Hisey Secretary

File No: 2417090 Litigation Guarantee - CLTA Form 1 (Rev. 12-16-92)

GUARANTEE CONDITIONS AND STIPULATIONS

- **Definition of Terms** The following terms when used in this Guarantee mean:
 - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
 - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
 - "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:
- Exclusions from Coverage of this Guarantee The Company assumes no liability for loss or damage by reason of the following:
 - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof: (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
 - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
 - (d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances. (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
- Notice of Claims to be Given by Assured Claimant An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required, provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
- 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.
- Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
 - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
 - (b) If the Company elects to exercise its option as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
 - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
 - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
- Proof of Loss or Damage In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated

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

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

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

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

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

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

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

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

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

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

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.
- Limitation of Liability --
 - (a) If the Company establishes the title or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
 - (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
 - (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.
- **10.** Reduction of Liability or Termination of Liability All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to paragraph 5 shall reduce the amount of liability pro tanto.
- 11. Payment of Loss -

File No: 2417090

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.
- 12. Subrogation Upon Payment or Settlement Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

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

Litigation Guarantee - CLTA Form 1 (Rev. 12-16-92)

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

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

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

Litigation Guarantee - CLTA Form 1 (Rev. 12-16-92) Guarantee Serial No.: G-2226-105202

File No: 2417090

LITIGATION GUARANTEE SCHEDULE A

ISSUED BY STEWART TITLE GUARANTY COMPANY

Prepared by:

Title Officer: Nichole Smith

File No.: 2417090 Guarantee No.: G-2226-105202

Date of Guarantee: August 29, 2024 at 8:00AM

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

1. Name of Assured:

Municipality of Anchorage

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

Foreclose Municipality of Anchorage Taxes

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

FEE SIMPLE

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

John Roger Truscott, II

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

See Exhibit "A" Attached Hereto

File No: 2417090 AK Litigation Guarantee

LITIGATION GUARANTEE EXHIBIT "A" LEGAL DESCRIPTION

ISSUED BY STEWART TITLE GUARANTY COMPANY

File No.: 2417090 Guarantee No.: G-2226-105202

Tract Three (3) of the subdivision of the East one-half of the Northwest one-quarter of the Northwest one-quarter of Section 4, Township 13 North, Range 1 East, Seward Meridian, according to Plat 66-54, located within the Anchorage Recording District, Third Judicial District, State of Alaska.

File No: 2417090 AK Litigation Guarantee

LITIGATION GUARANTEE SCHEDULE B

ISSUED BY STEWART TITLE GUARANTY

File No.: 2417090 Guarantee No.: G-2226-105202

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

AK Litigation Guarantee

LITIGATION GUARANTEE SCHEDULE B

ISSUED BY STEWART TITLE GUARANTY

- 16. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- 17. Taxes and/or assessments due the Municipality of Anchorage, as shown on the report attached hereto and made a part thereof. 067-621-07-000
- 18. All matters shown on the plat filed under Plat No. <u>66-54</u> located in the Anchorage Recording District, Third Judicial District, State of Alaska.
- 19. Easement, including terms and provisions thereof, for the purpose set out therein:

Granted to: Owner of Record Tract 3 For: Permanent Private Easement

Recorded: September 28, 2020 as Instrument No. 2020-044566-0

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

Case No.: 3AN-22-04985 CI Tax Year: 2021 and prior years

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

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

Case No.: 3AN-23-05662CI Tax Year: 2022 and prior years

Recorded :September 12, 2023 as Instrument No. 2023-025235-0

- 22. Any bankruptcy proceeding not disclosed by the acts that would afford notice as to said land, pursuant to Title 11, U.S.C. 549 (c) of the Bankruptcy Reform Act of 1978 and amendments thereto
- 23. Occupant(s) or any parties whose rights, interests or claims are not shown by the public records but which could be ascertained by an inspection of the land described above or by making inquiry of persons in possession thereof, including but not limited to, any lien or right to a lien for services, labor or material theretofore or hereafter furnished.

END OF EXCEPTIONS

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

File No: 2417090

AK Litigation Guarantee

LITIGATION GUARANTEE SCHEDULE C

ISSUED BY STEWART TITLE GUARANTY

File No.: 2417090 Guarantee No.: G-2226-105202

Said necessary parties (other than those having a claim or interest by reason of matter as shown in Exceptions numbered 20 and 21 to be made defendants in said action to be brought by

Municipality of Anchorage

as plaintiff, are as follows:

John Roger Truscott, II

File No: 2417090 AK Litigation Guarantee

Updated: August 24, 2023

STEWART INFORMATION SERVICES CORPORATION GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

- 1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.
- 2. Demographic Information: Marital status, gender, date of birth.
- 3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

- 1. Publicly available information from government records.
- 2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
- 3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

- 1. To provide products and services to you in connection with a transaction.
- 2. To improve our products and services.
- 3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation

Attn: Mary Thomas, Chief Compliance and Regulatory Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056

Effective Date: <u>January 1, 2020</u>

Updated: August 24, 2023

STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice** ("CCPA Notice"). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

- **A. Identifiers.** A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.
- B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.
- C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.
- **D. Commercial information.** Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- E. Internet or other similar network activity. Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.

F. Geolocation data

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- I. Auditing for compliance with federal and state laws, rules, and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Internet or other similar network activity
- Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. <u>Deletion Request Rights</u>

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

- 1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
- 2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- 3. Debug products to identify and repair errors that impair existing intended functionality.
- 4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- 5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
- 6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- 7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- 8. Comply with a legal obligation.
- 9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

v. Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

- 1. Emailing us at OptOut@stewart.com; or
- Visiting https://www.stewart.com/en/quick-links/ccpa-request.html

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

https://www.stewart.com/en/privacy.html

Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Property Tax Research, Inc. Telephone (907) 748-2552 PropertyResearchLLC@gmail.com Stewart Title Order Number: 2417090 Sequence: 1.1 Title Company: **Escrow Number: 8/22/2024 Spl Instructions**: Date: **LEGAL INFORMATION** Tax Number: 067-621-07-000 Code Area: 30 Mil Rate: 13.710 Subdivision: T13N R1E SEC 4 Lot: **Block:** TRACT 3 Legal: Address: **TAXES** ANCHORAGE 6/30 & 8/31 2024 Taxing Authority/Dates: Tax Year: Tax Amount: 1950.94 **Amount Due: Delinquent Amount:** 2065.56 8/30/2024 State Exemption Amount: Good Thru: Tax1: 2023 TAXES 2452.13 DUE THRU 8/30/2024 2022 TAXES 2662.81 DUE THRU 8/30/2024 **Tax2:** 2021 TAXES 2952.30 DUE THRU 8/30/2024 **ASSESSMENTS** Assmt1: NO SEWER AVAILABLE NO WATER AVAILABLE Assmt2: Assmt3: Assmt4: Assmt5: Owner per Title Co: TRUSCOTT

Bldg Value 0

This report is guaranteed accurate to the date of posting. Liability limited by agreement.

Marcia

Owner per Muni: SAME

R10

Land Value:

Lot Size: 207930

Zone:

142300

Comments1:

Comments2:

Comments3:

Recording District 301 Anchorage 02/12/2021 11:56 AM Page 1

CC



After recording in the Anchorage Recording District return to:

Tonja Woelber Woelber & Associates, P.C. 821 N Street, Suite 206 Anchorage, AK 99501

PERSONAL REPRESENTATIVE'S DEED (Testate Estate)

ALASK

THIS DEED is made by SANDRA A. QUIMBY, as Personal Representative of the Estate of Gwendolyn Jean Truscott, GRANTOR, to John Roger Truscott, II, GRANTEE. The address of Sandra A. Quimby as Grantor is 18110 McLaren Street, Eagle River, AK 99577. The address of John Roger Truscott, II, as Grantee is PO Box 664, Whittier, AK 99693.

WHEREAS the below-described property was deeded to Gwendolyn Jean Truscott by Personal Representative's Deed signed on July 15, 2016, and recorded on July 18, 2016, as Document No. 2016-028947-0, books and records of the Anchorage Recording District; and

WHEREAS Gwendolyn Jean Truscott died on May 14, 2020, and her estate was admitted to informal probate on June 19, 2020, by the Superior Court, Third Judicial District, State of Alaska, Case No. 3AN-20-01195 PR; and

WHEREAS Grantor was duly appointed Personal Representative of said Estate on June 19, 2020, according to certified Letters Testamentary recorded herewith, and is now qualified and acting in said capacity;

NOW, THEREFORE, pursuant to the powers conferred on Grantor by the Alaska Probate Code, Grantor does hereby convey and quitclaim to Grantee all of the right, title and interest of decedent Gwendolyn Jean Truscott to the following-described real property situate in the Anchorage Recording District, Third Judicial District, State of Alaska:

Tract Three (3) of the subdivision of the East one-half of the Northwest one-quarter of the Northwest one-quarter of Section 4, Township 13 North, Range 1 East, Seward Meridian, according to Plat 66-54, located within the Anchorage Recording District, Third Judicial District, State of Alaska.

SUBJECT TO reservations, exceptions, easements, covenants, conditions and restrictions of record, and physical encroachments ascertainable by visual inspection.

EXECUTED at Anchorage, Alaska, on February 5, 2021.

<u>Vanauer</u>	Χ			
SANDRA A. QUIMBY as Personal Representa		ve	of	the
Est. of Gwendolyn Jean Truscott, Deceased				

a Dumly

STATE OF ALASKA) ss:
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on February 5, 2021, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared SANDRA A. QUIMBY, known to me to be the Personal Representative of the Estate of Gwendolyn Jean Truscott, and who, being first duly sworn, executed this Deed, and she acknowledged to me that she did so on behalf of said estate, as a duly authorized representative thereof.

PUBLIC

Notary Public in and for Alaska

My commission expires: 10-17-23

Page 2 of 4

Page 2 of 4 2021 – 007865 – 0

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT ANCHORAGE

IN PROBATE

In the Matter of the Estate of)	
GWENDOLYN JEAN TRUSCOTT,	ý	
Deceased.)	
		Case No. 3AN 20 - 1195 PR

LETTERS TESTAMENTARY AND ACCEPTANCE

SANDRA A. QUIMBY is hereby appointed Personal Representative of the Estate of Gwendolyn Jean Truscott, deceased. The Personal Representative's authority shall extend to accessing all books and records concerning the decedent with any state or governmental agency, including the IRS.

DATED thisda	ay of	June, 2020.	anni.
		and the second	SEL COURTS
		Probate Magistrate Ludge	
STATE OF ALASKA)) SS.	WATE OF THE OF	A STATE OF
THIRD JUDICIAL DISTRICT)		

I hereby accept the duties and responsibilities of the office of personal representative of the estate of Gwendolyn Jean Truscott, which I will perform as required by law:

- a) take possession and control of the decedent's property as required by AS 13.16.380, determine the liabilities of the estate, and complete an inventory as required by AS 13.16.365;
- b) provide notice to heirs and devisees as are required by AS 13.16.360, except as provided by AS 13.16.690;
- c) provide notice to creditors as required by law, publish notice when required, and review and either accept or reject claims as required by AS 13.16.455 -- 13.16.515;

Letters Testamentary and Acceptance

Page 1 of 2

of the above was mailed to each of the following at their addresses of record (List names if not an agency)

FOR Altorrey emailed Clark m



Page 3 of 4 2021 – 007865 – 0

e) pay homestead, exempt property and family allowances as required by AS 13.12.401 -- AS 13.12.412, costs of administration and other claims as required by AS 13.16.470, and distribute the assets of the estate; and

> g) close the estate as soon as appropriate as required by AS 13.16.620 -- 13.16.670. No bond has been required.

SUBSCRIBED TO AND SWORN before me by SANDRA A. QUIMBY on June 10, 2020.

My Commission expires: 10-17-23

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

Clerk of the Trial Courts at

Deputy

Letters Testamentary and Acceptance Page 2 of 2



Page 4 of 4 2021-007865-0

Page 1 of 5

After recording in the Anchorage Recording District, return to:

Tonja Woelber Woelber & Associates, P.C. 821 N Street Suite 206 Anchorage, AK 99501

GRANT OF PERMANENT PRIVATE EASEMENT

ALASKA

WHEREAS Gwendolyn Jean Truscott, also known of record as G. Jean Truscott, is the owner of the following-described real property through a Corrective Deed signed on October 31, 2016, and recorded on November 15, 2016, as Document No. 2016-048293-0, books and records of the Anchorage Recording District:

TRACT A, PYRENEES ESTATE, being the west one half (1/2) of the northeast one quarter (1/4) of the northwest one quarter (1/4), Tract 13 North, Range 1 East, Section 4, Seward Meridian, records of the Anchorage Recording District, Third Judicial District, State of Alaska, consisting of 10.01 acres, more or less

AND WHEREAS Gwendolyn Jean Truscott died on May 14, 2020, and her will was admitted to probate on June 19, 2020, in the Superior Court of the State of Alaska under Case No. 3AN 20-1195 PR, and Sandra A. Quimby was appointed Personal Representative of said estate on June 19, 2020, according to certified Letters Testamentary attached hereto and recorded herewith:

AND WHEREAS the Personal Representative has determined that a private easement should be granted to the owner of the parcel of real property described below, to run with the land in perpetuity:

Tract Three (3) of the subdivision of the East one-half of the Northwest one-quarter of the Northwest one-quarter of Section 4, Township 13 North, Range 1 East, Seward Meridian, according to Plat 66-54, located within the Anchorage Recording District, Third Judicial District, State of Alaska

NOW THEREFORE, Sandra A. Quimby hereby grants a private easement to the current and future owner(s) of the above-described Tract Three, which easement is described on the attached Exhibit A hereto.

Please note that the easement granted by this document is not exclusive to the owner(s) of Tract Three, as described above, but the same or similar easement had been granted to the owner(s) of the adjoining Tract Four (4) by previously recorded documents.

Grant of Permanent Private Easement

Grantor: Sandra A. Quimby, Personal Representative

2020 - 044566 - 0

PRIVATE ACCESS EASEMENT FOR THE BENEFIT OF TRACT 3, PLAT NO. 66-54

A parcel of land located in Tract A, PYRENEES ESTATES recorded under Plat No. 2000-96, in the Anchorage Recording District, Third Judicial District, State of Alaska. more particularly described as follows:

Commencing at the Southwest corner of said Tract A, being identical to the Southeast corner of Thomas Road right-of-way as dedicated by Plat No. 66-54; thence S89°59'47"E a distance of 207.33 feet on thru south line of said Tract 3 to the true point of beginning, being on the Westerly line of Misty Mountain Road right-of-way dedicated by Plat No. 78-10 (Falling Water Subdivision); thence continuing on the south line of said Tract A S89°59'47"E a distance of 68.71 feet to the Easterly line of said Misty Mountain Road right-of-way; thence 85.83 feet on a curve concave to the East with a radius 180.00 feet, a chord of 85.02 feet and a chord bearing of N15°29'21"W to a point of reverse curvature; thence 124.11 feet on a curve concave to the Southwest with a radius 64.76 feet, a chord of 105.97 feet and a chord bearing of N56°44'03"W to a point of tangency; thence S68°21'48"W a distance of 73.42 feet to a point of curvature; thence 36.86 feet on a curve concave to the North with a radius of 53.34 feet, a chord of 36.13 feet and a chord bearing of S88°09'36"W to a point of tangency; thence N72°02'36"W a distance of 63.74 feet to a point on the West line of said Tract 3 being identical to the East line of sald Thomas Road right-of-way; thence S00°07'36"E on the line common to said Tract A and Thomas Road a distance of 63.12 feet; thence S72°02'36"E a distance of 44.15 feet to a point of curvature; thence 78.32 feet on a curve concave to the North with a radius of 113.34 feet, a chord of 76.77 feet and a chord bearing of N88°09'36"E to a point of tangency; thence N68°21'48"E a distance of 77.83 feet to a point of curvature; thence 87.95 feet on a curve concave to the East with a radius of 242.00 feet, a chord of 76.77 feet and a chord bearing of \$10°48'31"E to the true point of beginning; containing 15,776 square feet, more or less.

Page 3 of 5

2020 - 044566 - 0

OF ALAST 49th A TAIL AST A PElizabeth L. Walatka & 8036 - LS

8.27.2020

Ex. A p. 1 of 1

FRED WALATKA & ASSOCIATES, L.L.C. Engineers and Surveyors 907-248-1668

walatkas@aol.com

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT ANCHORAGE

IN PROBATE

Deceased.)	Case No. 3AN 20 - 1195 PR
)	
GWENDOLYN JEAN TRUSCOTT,)	
)	
In the Matter of the Estate of)	

LETTERS TESTAMENTARY AND ACCEPTANCE

SANDRA A. QUIMBY is hereby appointed Personal Representative of the Estate of

Gwendolyn Jean Truscott, deceased. The Personal Representative's authority shall extend to

accessing all books and records concerning the decedent with any state or governmental agency,

ncluding the IRS.

DATED this 19th day of

June

2020

☐ Certify that this is a true and correct ☐
copy of the original on file in my office.
ATTEST:
Clerk of the Trial Courts at Anchorage By 4 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
By hugh Pare (e/25/2
Deputy Date

Probate Magistrate Judge

STATE OF ALASKA

SS.

THIRD JUDICIAL DISTRICT

I hereby accept the duties and responsibilities of the office of personal representative of the estate of Gwendolyn Jean Truscott, which I will perform as required by law:

a) take possession and control of the decedent's property as required by AS 13.16.380, determine the liabilities of the estate, and complete an inventory as required by AS 13.16.365;

b) provide notice to heirs and devisees as are required by AS 13.16.360, except as provided by AS 13.16.690;

c) provide notice to creditors as required by law, publish notice when required, and review and either accept or reject claims as required by AS 13.16.455 -- 13.16.515;

Letters Testamentary and Acceptance

Page 1 of 2

of the above was mailed to each of the following at their addresses of record (List names if not an agency) to PK's Alterray demailed Clark 9m



Page 4 of 5 2020 - 044566 - 0 d) advise the court in writing of my address and telephone number as required by Probate Rule 8;

e) pay homestead, exempt property and family allowances as required by AS 13.12.401 -- AS 13.12.412, costs of administration and other claims as required by AS 13.16.470, and distribute the assets of the estate; and

g) close the estate as soon as appropriate as required by AS 13.16.620 -- 13.16.670. No bond has been required.

SANDRA A. QUIMBY

SUBSCRIBED TO AND SWORN before me by SANDRA A. QUIMBY on June 10, 2020.



Notary Public in and for Alaska

My Commission expires: 10-17-23

Letters Testamentary and Acceptance Page 2 of 2



2020 - 044566 - 0

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

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

Telephone: 343-4545 Facsimile: 343-4550



FILED in the Trial Courts
State of Alaska Third District

MAY 1.7 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.

Ouincy 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

Page 2 of 77 301 – 2022 – 021 356 – 0



DATED: June 2,2012

andrew Jenn

Hon. Andrew Guidi Superior Court Judge

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 That Courts

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

elephone: 343-4545 acsimile: 343-4550



Page 4 of 77 301 – 2022 – 021656 – 0 4. 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.

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 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

1. This court has jurisdiction to adjudicate this case.

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

applicable laws.

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

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

nchorage, Alaska 99519-6650 ephone: 343-4545 Findings of Fact and Conclusion of Law

csimile: 343-4550

UNICIPALITY OF

.NCHORAGE

DEFICE OF THE MUNICIPAL ATTORNEY 1.O. Box 196650

Page 5 of 77 301 – 2022 – 021656 – 0 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 delinquency was made.

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: Jime 2, 2022 andrew Sum

Hon. Judge Andrew Guidi Superior Court Judge

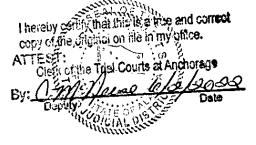
of the above was malled to each of the following at their address of record budies Assistant

UNICIPALITY OF NCHORAGE

OFFICE OF THE MUNICIPAL ATTORNEY

O. Box 196650 nchorage, Alaska 99519-6650

ephone: 343-4545 csimile: 343-4550 Findings of Fact and Conclusion of Law Case No. 3AN-22-04985CI Page 3 of 3





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TICHOTSKY JOHN & CORE MARY W	990-042-30-00018	CHUGACH PARK VIEW LT-30	2021	\$62.21	\$7.98	\$45.00
TICHOTSKY JOHN & CORE-MARY W	090 042 31 00016	CHUGACH PARK VIEW LT-31	2021	\$61.06	\$7.84	\$45.00
TIFEKI NEXHATI & VESELI DONI ILIRJANA 50% EACH	002 121 42 00012	EAST ADDITION TO THE TOWNSITE OF ANCHORAGE BLK 15C LT 12	2021	\$1,103.73	\$141.6 8	\$45.00
TIFEKI NEXHATI & VESELI DONI ILIRIANA 50% EACH	002 121 43 00010	EAST ADDITION TO THE TOWNSITE OF ANCHORAGE BLK 15C LT 11	2021	\$ 873.07	\$112.08	\$45.00
TIX TERESA T	010-085-34-00016	BUCKNER PORTER	2018	\$2,035.24	\$660.90	\$140.00
		LT 2	2019	\$2,193.87	\$560.94	\$45.00
			2020	\$2,299.95	\$416.13	\$140.00
			2021	\$2,416.48	\$320.80	\$45.00
TOMINGAS HENRY	090 181 02 00013	US SURVEY 7012 LT -20	2021	\$4,876.41	\$647.40	\$45.00
		T9N R3E SEC 32 SM				
TOP PROPERTIES INC	010-193-16-00114	GREEN VALLEY #1	2018	\$1,986.04	\$644.95	\$140.00
TO THOSE THE SINCE	010-195-10-00114	LT 15	2018	\$2,164.42	\$553.40	\$45.00
		GREEN VALLEY / UNIT 1	2020	\$2,366.64	\$428.18	\$140.00
			2021	\$2,128.16	\$282.54	\$45.00
TOP PROPERTIES INC	012-051-84-02215	SPENARD HEIGHTS	2018	\$2,009.00	\$652.41	\$140.00
		LT 10D3	2019	\$1,994.28	\$509.90	\$45.00
		CHEVIGNY COURT A-24	2020 2021	\$2,091.33 \$2,227.27	\$378.39	\$140.00
		M-24	2021	\$2,221.21	\$295.68	\$45.00
TOSHAVIK CARL A	006 052 53 00012	SPRING ACRES BLK 2 LT 7	2021	\$491.40	\$6.37	\$45.00
TOZZI LOUIS M JR	012-062-44-00012	WOODLAND LAKES DEV UNIT #1 BLK 3 LT 21	2021	\$21.03	\$2.70	\$45.00
TRANSPACIFIC RESOURCES	001 254 76 00010	HANSEN BLK - 2 LT - 3A W126'	2021	\$6,997.16	\$928.94	\$45.00
TROY DAVIS HOMES INC	051-211-10-00018	OO7 TR C	2021	\$652.68	\$17.01	\$45.00
TROY DAVIS HOMES INC	051-091-22-00019	T15N R1W SEC 8 SM LT 35	2021	\$2,091.01	\$277.60	\$45.00
TRUSCOTT JOHN ROGER II	067-621-07-00016	T13N R1E SEC 4 SM TR 3	2021	\$2,118.94	\$281.32	\$45.00
TUPUOLA JODIE	016-122-23-00014	TURNAGAIN BLK 3 LT 9	2020 2021	\$4,788.00 \$5,108.67	\$866.28 \$678.22	\$140.00 \$45.00
TURNAGAIN VINES LLC	909 295 94 99116	HANSON ACRES 8LK 4 LT 2 230 E POTTER WAREHOUSE / UNIT 1	2021	\$4,405.89	\$584.93	\$45.00
TYONEK PROPERTIES LLC	003-146-58-00014	THIRD ADDITION TO THE TOWNSITE OF ANCHORAGE BLK 37 LT 29, 30	2021	\$5,724.02	\$48.63	\$45.00
UDD RODNEY	050-252-10-00013	T14N R2W SEC 11 SM LT 41	2021	\$2,763.17	\$366.85	\$45.00



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Page 1 of 67

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 Hand Superior Court Judge

Subscribed and sworn to or affirmed before me on 8-3/-39, 20/23 at Anchorage, Alaska

(Seal)

Deputy Clerk of Court
My Commission Expires with office

I certify that on 8-3133 a copy of the following was mailed/emailed to each of the following at their addresses of record.

Administrative Assistant

Q. trues

MUNICIPALITY OF ANCHORAGE

OFFICE OF THE MUNICIPAL ATTORNEY

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

Telephone: 343-4545 Facsimile: 343-4550 Page 3 of 67 301 - 2023 - 025235 - 0

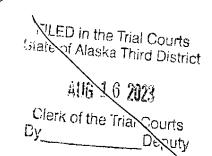
Final Judgment & Decree of Foreclosure
In re: MOA Frcl for Delinq Taxes & Special Assessments for 2022 and prior years/Case No.3AN-23-05662Cl
Page 2 of 2

MUNICIPALITY OF ANCHORAGE

OFFICE OF THE MUNICIPAL ATTORNEY

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

Telephone: 343-4545 Facsimile: 343-4550 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.



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OFFICE OF THE MUNICIPAL ATTORNEY

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

Telephone: 343-4545 Facsimile: 343-4550

- 4. 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
- 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

requesting notice.

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 delinquency was made.
- 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

Superior Court Judge

I certify that on 8.21:33 a copy of the following was mailed emailed to each of the following at their addresses of record.

ministrative Assistant

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

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 3 of 3

MUNICIPALITY OF **ANCHORAGE**

> OFFICE OF THE MUNICIPAL **ATTORNEY**

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

Telephone: 343-4545 Facsimile: 343-4550

Publishes April 12, 19, 26 May 3		2023 Foreclosures					Anchorage Daily News				
Owner	Parcel ID	Legal Description	Year	Pr	incipal		Interest	P	enaity		Cost
TIGER INVESTMENTS LLC	002-095-16-000	ORIGINAL TOWNSITE OF ANCHORAGE	2022		9,841.30		451.02		984.14		45.00
		BLK 115 LT 9		*	3,5 12.50	•	431.02	J	304,14	٠	43.00
TIGER INVESTMENTS LLC	002-095-14-000	ORIGINAL TOWNSITE OF ANCHORAGE									
% NICK COLTMAN	002-093-14-000	BLK 115 LT 11	2022	5	8,307.18	\$	380.71	\$	830.72	\$	45.00
TILLOTSON DENISE & JAMES	002-136-47-000	THIRD ADDITION TO THE TOWNSITE OF ANCHORAGE	2022	5	129.06	•	5.32	ć	12.91	ė	45.00
		BLK 13 LT 8	.022	7	123.00	,	3.32	÷	12.91	Þ	45.00
TIMMERMAN GORDON	010-241-58-009	LAKESHORE TOWER ESTATES									
THE STREET	414 111 38 443	TR A. LAKESHORE TOWERS UNIT 203 1	5023	\$ —	1,529.08	\$ -	70.07	€—	152.90	\$	45.00
		O WEDNOTE TO WEIGHT OWN PEDS 1									
		BUCKNIED DOOTED	2019		2,193.87		492.12	\$	219.38	\$	45.00
TIX TERESA T	010-085-34-000	BUCKNER PORTER LT 2	2020 2021		2,299.95 2,416.48	•	343.97		230.00		
			2021	-	2,410.46		222.85 104.04		241.64 227.00		45.00
						•		*	227.00	٧	45.00
***		SPENARD HEIGHTS	2019	•	1,994.28		447.34	•	199.42	-	45.00
TOP PROPERTIES INC	012-051-84-022		2020 2021		2,091.33 2,227.27		312.78 205.40	•	209,14		
		CHEVIGNY COURT - UNIT A-24	2022		2,137.00		97.95		222.72 213.70		45.00
										•	
TOP PROPERTIES INC		GREEN VALLEY #1	2019	-	2,164.42		485.50		216.44		45.00
% SHANE I OSOWSKE	010-193-16-001		2020 2021		2,366.64 2,128.16			\$ \$	236.66 212.82		
		GREEN VALLEY - UNIT 1	2022		2,128.58		97.55		212.86	•	
		CAMPRELL HEIGHTS									
TOPKOK EDWARD K JR & MORTY T	014 072 45 000	SLX 3 LT 168	2022	\$	1,795.14	\$	82.27	\$	179.52	\$ _	45.00
		-									
TORQUE TURN SPECIALISTS INC	212 221 42 42	STONEGATE TOWNHOUSE #2									
TORQUE TORN SPECIALISTS INC	012-391-18-005	STONEGATE VILLA - UNIT 05-A	2022	\$	2,618.64	\$	120.02	\$	261.86	\$	45.00
		STONEGATE VICLA - UNIT US-A									
TRENTON JEFFERSON LEO &	012-243-08-000	PLEASANT GROVE	2022	ć	1,907.98	ė	D7 44		100.00		4F 00
CLAIRE J		LT 8	2022	,	1,507.56	Þ	87.44	>	190.80	\$	45.00
TRUSCOTT JOHN ROGER II	067 634 07 000	T13N R1E SEC 4 SM	2021	٠.	2,118.94	•	195.41	c	311.00	ė	140.00
TROSCOTT JOHN RODER II	067-621-07-000	TR 3	2022		1,983.88		90.92		211.90 198.38	\$	45.00
								·		•	
TUPUOLA JODIE	016-122-23-000	TURNAGAIN	2020 2021	•	57.03	,	0.78		-	\$	
		BLK 3 LT 9	2022	-	5,108.67 5,036. 8 4	-	471.12 230.85		510.86 503.68	-	140.00 45.00
TURNER BARBARA J &					,	•		•	500.50	*	45,00
TURNER MICHAEL 50% EACH	016 282 46 000	BIAMOND WILLOW ESTATES BLK-3-LT-7A	2022	\$	1,253.80	\$	51,72	\$	66.86	<u>s</u> _	45.00
		BENDET THE								•	
TURNER BERNARO H	051 491 26 000	WYNTER PARK #1	2012	c	36464	ŕ	8.36				
	032 ,31 60 000	BLK 1 LT 27	1955	•	364.64	-	3.35	-		\$	45.00
TUTTI S TORVI		PARK HILLS #1									
TUTTLE TOBY L	017 142 21 000	SLK3-LT-1	5055	\$	3,866.26	\$ —	159.47	€—	386.63	\$ -	-45.00
ULOFOSHIO CHRISTIANA I	006-144-06-000	DEBARR VISTA #2 BLK 6 LT 15	2022	\$.	4,570.38	\$	209.46	\$	457.04	\$	45.00
		BENDE 113								•	
ULRICH RICHARD L	014-051-15-000	O'BRIEN	2022		69.14	_	2.05			_	
	02.001.004	8rk 5 f± à-	TOTE			-	- 2.85		6.91	>	-45.00
		AIRPORT ARCTIC									
UNIVERSAL FINANCING CORPORATION	909-221-16-010	LT 4A	2022	\$	27.76	<u> </u>	0.51	<u> </u>		<u></u>	-45.00
		INTERNATIONAL Z PLAZA UNIT 5011J				•		,		•	
		AIRPORT ARCTIC									
UNIVERSAL FINANCING CORPORATION	909 221 16 011		2022	٤	25.97	ے	0.49	ے		Ė.	45.00
		INTERNATIONAL Z PLAZA UNIT 5011K		•	20.37	•		₹		•	73100
		AIRPORT ARCTIC									
UNIVERSAL FINANCING CORPORATION	009 221 16 012		2022	ć	26.72	ė	0.40	_		٠	45.00
<u>-</u>		INTERNATIONAL Z PLAZA UNIT 5011L	EVEE	-	- 20.7€		0.49	*		\$—	-45.00
UNIVERSAL FINANCING CORPORATION	009 221 15 013	AIRPORT ARCTIC	20	_	35	_				,	
	~~ ~~~~~~~~	INTERNATIONAL 2 PLAZA UNIT 5011M	2022	>	-25.19	>	0.46	>		\$ —	-45.00
UNIVERSAL FINANCING CORPORATION	000 331 10 015	AIRPORT ARCTIC	=								
VIII + 4 (10) (C+) IV II TONEQ OUTT ON THE OUT	009-221-16-015	INTERNATIONAL Z-PLAZA UNIT-50110	2022	\$	25,34	\$ —	-0.45	\$		\$ —	45.00
		WATER WORK TARK DAY SATTA									



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