

PARID: 00716116012  
BRODE DAVID V

5018 E 43RD AVE

LUC: 107  
TAX YEAR: 2026

**Property Information**

Property Location: 5018 E 43RD AVE  
Class: O - Residential Condominiums  
Use Code (LUC): 107 - Condo (Fee simple)  
Condo/Unit #: 12  
Tax District: 01  
Zoning: R3  
Plat #: 83-430  
HRA #: 830430  
Grid #: SW1737  
Deeded Acres:  
Square Feet:  
Legal Description: CASTLE HEIGHTS #3  
BLK 13 LT 3  
TUDOR VIEW  
Economic Link: No

[Show Parcel on Map](#)

**Owner**

Owner: BRODE DAVID V  
Co-Owner:  
Care Of:  
Address: PO BOX 151621  
City / State / Zip: SAN RAFAEL, CA 94915 0000  
Deed Book/Page: 007/16

**Tax Information**

Parcel	Roll Type	Tax Year	Cycle	DID	Gross Tax Amount	Res Exemption	Sr/Vet Exemption	IPC Billed	Paid Amount	Net Due	Interest Due	Penalty Due	Costs Due	Total Due	Due Date
00716116012	RP	2025	1		1,024.78			.00	.00	1,024.78	64.93	102.48	.00	1,192.19	06/30/2025
00716116012	RP	2025	2		1,024.77			.00	.00	1,024.77	48.70	102.48	.00	1,175.95	08/31/2025
00716116012	RP	2024	1		872.64			.00	.00	872.64	145.46	87.26	140.00	1,245.36	06/30/2024
00716116012	RP	2024	2		872.64			.00	.00	872.64	130.19	87.26	.00	1,090.09	08/31/2024
00716116012	RP	2023	1		888.12			.00	.00	888.12	237.60	88.81	140.00	1,354.53	06/30/2023
00716116012	RP	2023	2		888.12			.00	.00	888.12	222.79	88.81	.00	1,199.72	08/31/2023
00716116012	RP	2022	1		983.46			854.11	-1,837.57	.00	.00	.00	.00	.00	07/31/2022
00716116012	RP	2022	2		983.46			376.61	-376.61	983.46	32.80	.00	.00	1,016.26	09/30/2022
00716116012	RP	2021	1		1,991.21			535.98	-2,527.19	.00	.00	.00	.00	.00	06/15/2021
00716116012	RP	2020	1		1,889.55			279.94	-2,169.49	.00	.00	.00	.00	.00	07/15/2020
00716116012	RP	2019	1		1,829.04			409.14	-2,238.18	.00	.00	.00	.00	.00	06/15/2019
00716116012	RP	2018	1		1,876.16			277.34	-2,153.50	.00	.00	.00	.00	.00	06/15/2018
00716116012	RP	2017	1		1,725.73			501.18	-2,226.91	.00	.00	.00	.00	.00	06/15/2017
00716116012	RP	2016	1		1,643.85			965.80	-2,609.65	.00	.00	.00	.00	.00	06/15/2016

[Make a Payment](#)

**Assessed Value**

Tax Year	Roll Type	LUC	Class	Land	Building	Total Appraised
2026	RP	107	O	0	155,200	155,200

**Taxable Value**

Net Taxable Value 155,200

**Residential Card Summary**

Card/Building: 1  
 Stories: 1 - One story above ground level  
 Condition: 7 - Average  
 Grade: C  
 Exterior Wall: 1 - WOOD  
 Style: 05 - CONDOMINIUM  
 Year Built: 1982  
 Effective Year: 1982  
 Square Feet of Living Area: 767  
 Total Rooms: 5  
 Bedrooms: 2  
 Full Baths: 2  
 Half Baths: 0  
 Additional Fixtures: 0  
 Heating: 2 - CENTRAL  
 Fuel Type: 2 - NATURAL GAS  
 Resi Market Area: BU - BOWL: U-MED

**Sections**

Card #	Addition #	Description	Area
1	0		767
1	1	DECK	38
1	2	ENCLS STORAGE	12
1	3	CONDO CARSPACE	180

**Entrances**

Visit Date:	Measure Date:	Entrance Source:
11-AUG-2009		0-Land Characteristics Inspection
30-JUL-2015		9-Quick Re-Inventory Inspection
31-JAN-2022		9-Quick Re-Inventory Inspection

**Permits**

Permit #:	Permit Date:	Purpose:	Amount:
RETROM252398	23-SEP-2025	-	\$0

**Appraised Value History**

Tax Year	Roll Type	LUC	Class	Land	Improvements	Total Appraised
2026	RP	107	O	0	155,200	155,200
2025	RP	107	O	0	129,800	129,800
2024	RP	107	O	0	108,100	108,100
2023	RP	107	O	0	104,300	104,300
2022	RP	107	O		116,800	116,800
2021	RP	107	O		110,500	110,500
2020	RP	107	O		110,500	110,500
2019	RP	107	O		111,800	111,800
2018	RP	107	O		114,400	114,400
2017	RP	107	O		110,200	110,200



# MOA PROPERTY REPORT

Data Updated as of: February 1, 2026 3:03 AM

**Parcel Number:** 007-161-16-012

**Current Owner:** BRODE DAVID V

**Address:** 5018 E 43RD AVE

**Legal Description:** CASTLE HEIGHTS #3 BLK 13 LT 3 TUDOR VIEW

**Plat Number:** 83-430

**Grid:** SW1737    **Lot Size:** acres ( ft<sup>2</sup>)

**Property Tax Portal:** <https://property.muni.org/Datalets/Datalet.aspx?UseSearch=no&pin=00716116012>

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



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## TAX DISTRICT 1

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

**Tax District Map:** [https://experience.arcgis.com/experience/12f0a01ff77f4468aaf89fd610e250f9/page/Page#data\\_s=where%3AdataSource\\_1-PropertyInformation\\_Hosted\\_90%3AParcel\\_ID%3D'00716116012'&zoom\\_to\\_selection=true](https://experience.arcgis.com/experience/12f0a01ff77f4468aaf89fd610e250f9/page/Page#data_s=where%3AdataSource_1-PropertyInformation_Hosted_90%3AParcel_ID%3D'00716116012'&zoom_to_selection=true)

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



Data Updated as of: February 1, 2026 3:03 AM

## PLANNING

Zoning District: <b>R-3</b>	2040 Land Use Designation: <b>Compact Mixed Residential Medium</b>
Zoning Improvement Area: <b>Class A</b>	Zoning District Type: <b>Multiple Family Residential</b>

*Planning Portal:* <http://www.muni.org/CityViewPortal/Property/PropertyReview?searchKey=desc&searchValue=00716116012>

*Zoning Map:* <https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=e7c3d7a43f2e4924b23d36fd1500bb01&find=00716116012>

*Land Use Map:* [https://experience.arcgis.com/experience/1c01c59894454f1086fe55266917b6c9/#data\\_s=where%3AdataSource\\_1-PropertyInformation\\_Hosted\\_1972%3AParcel\\_ID%3D%2700716116012%27&zoom\\_to\\_selection=true](https://experience.arcgis.com/experience/1c01c59894454f1086fe55266917b6c9/#data_s=where%3AdataSource_1-PropertyInformation_Hosted_1972%3AParcel_ID%3D%2700716116012%27&zoom_to_selection=true)

**Comprehensive Plan:** Anchorage

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

**Other Plans:**    yes:     no:

[https://experience.arcgis.com/experience/29c0649863d74132adb225df3ed99d1b/#data\\_s=where%3AdataSource\\_1-PropertyInformation\\_Hosted\\_6586%3AParcel\\_ID%3D%2700716116012%27&zoom\\_to\\_selection=true](https://experience.arcgis.com/experience/29c0649863d74132adb225df3ed99d1b/#data_s=where%3AdataSource_1-PropertyInformation_Hosted_6586%3AParcel_ID%3D%2700716116012%27&zoom_to_selection=true)

**Wetland Classification:**            None

<https://moawms.maps.arcgis.com/home/gallery.html?sortField=numviews&sortOrder=desc>

## BUILDING SAFETY

**Service Area:**    Inside     Outside

*Building Permit Portal:* <https://bsd.muni.org/inspandreview/ParcelInfo.aspx?parcelno=00716116012>

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

[https://experience.arcgis.com/experience/eda8a802f0f04b319f9519ccadf465ba/#data\\_s=where%3AdataSource\\_1-PropertyInformation\\_Hosted\\_169%3AParcel\\_ID%3D%2700716116012%27&zoom\\_to\\_selection=true](https://experience.arcgis.com/experience/eda8a802f0f04b319f9519ccadf465ba/#data_s=where%3AdataSource_1-PropertyInformation_Hosted_169%3AParcel_ID%3D%2700716116012%27&zoom_to_selection=true)

**Flood Review Required:**            All     Some     None

<https://moawms.maps.arcgis.com/home/gallery.html?sortField=numviews&sortOrder=desc>

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

[https://experience.arcgis.com/experience/3cabd21aeb694222bc2f937c94758176/#data\\_s=where%3AdataSource\\_1-PropertyInformation\\_Hosted\\_9164%3AParcel\\_ID%3D%2700716116012%27&zoom\\_to\\_selection=true](https://experience.arcgis.com/experience/3cabd21aeb694222bc2f937c94758176/#data_s=where%3AdataSource_1-PropertyInformation_Hosted_9164%3AParcel_ID%3D%2700716116012%27&zoom_to_selection=true)

## Water and Sewer

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

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

### Wells or Septic Information:

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

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



## ADDITIONAL INFORMATION

**Nitrate Map:** [https://experience.arcgis.com/experience/8aa8f823d4dc4cb0ac1f51f6f80e4971#data\\_s=where%3AdataSource\\_1-PropertyInformation\\_Hosted\\_4044%3AParcel\\_ID%3D'00716116012'&zoom\\_to\\_selection=true](https://experience.arcgis.com/experience/8aa8f823d4dc4cb0ac1f51f6f80e4971#data_s=where%3AdataSource_1-PropertyInformation_Hosted_4044%3AParcel_ID%3D'00716116012'&zoom_to_selection=true)

**Soil Boring Map:** [https://experience.arcgis.com/experience/fed5a55c768c4158aa11f1c601b57c87/#data\\_s=where%3AdataSource\\_1-PropertyInformation\\_Hosted\\_3100%3AParcel\\_ID%3D%2700716116012%27&zoom\\_to\\_selection=true](https://experience.arcgis.com/experience/fed5a55c768c4158aa11f1c601b57c87/#data_s=where%3AdataSource_1-PropertyInformation_Hosted_3100%3AParcel_ID%3D%2700716116012%27&zoom_to_selection=true)

**MOA MapIt Link:** <https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=f0bef139a7584820ad9d60c9eeea8a5f&find=00716116012>

## POLITICAL BOUNDARIES

**Assembly District:** 5

<https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=c4809e7b77da4f058aacd6936d3079fa&find=00716116012>

**Community Council:** UMed/Tudor

[https://experience.arcgis.com/experience/39a5dc6d3b31404aa07c5c80903c8551/#data\\_s=where%3AdataSource\\_1-PropertyInformation\\_Hosted\\_8234%3AParcel\\_ID%3D%2700716116012%27&zoom\\_to\\_selection=true](https://experience.arcgis.com/experience/39a5dc6d3b31404aa07c5c80903c8551/#data_s=where%3AdataSource_1-PropertyInformation_Hosted_8234%3AParcel_ID%3D%2700716116012%27&zoom_to_selection=true)

**Representative Lookup Map:** <https://muniorg.maps.arcgis.com/apps/ZoneLookup/index.html?appid=868cbf13fd3144b3a431eed89b48f911&find=00716116012&findSource=2>



**LITIGATION GUARANTEE**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

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

**STEWART TITLE GUARANTY COMPANY  
GUARANTEES**

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

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

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

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

*Nichole Smith*  
 \_\_\_\_\_  
 Authorized Countersignature  
 Stewart Title of Alaska  
 480 E 36th Ave  
 Anchorage, AK 99503



*Frederick H. Eppinger*  
 \_\_\_\_\_  
 Frederick H. Eppinger  
 President and CEO

*David Hisey*  
 \_\_\_\_\_  
 David Hisey  
 Secretary

## GUARANTEE CONDITIONS AND STIPULATIONS

- 1. Definition of Terms** – The following terms when used in this Guarantee mean:
  - (a) “the Assured”: the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
  - (b) “land”: the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term “land” does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
  - (c) “mortgage”: mortgage, deed of trust, trust deed, or other security instrument.
  - (d) “public records”: records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
  - (e) “date”: the effective date;
- 2. Exclusions from Coverage of this Guarantee** – The Company assumes no liability for loss or damage by reason of the following:
  - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
  - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
  - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
  - (d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances. (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
- 3. Notice of Claims to be Given by Assured Claimant** – An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required, provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
- 4. No Duty to Defend or Prosecute** – The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
- 5. Company’s Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** – Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
  - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
  - (b) If the Company elects to exercise its option as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
  - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
  - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company’s expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company’s obligations to the Assured under the Guarantee shall terminate.
- 6. Proof of Loss or Damage** – In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company’s obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated

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

**7. Options to Pay or Otherwise Settle Claims; Termination of Liability –** In case of a claim under this Guarantee, the Company shall have the following additional options:

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

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

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

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

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

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

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

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

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

(a) the amount of liability stated in Schedule A;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

**9. Limitation of Liability --**

(a) If the Company establishes the title or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

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

**10. Reduction of Liability or Termination of Liability –** All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to paragraph 5 shall reduce the amount of liability pro tanto.

**11. Payment of Loss –**

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

**12. Subrogation Upon Payment or Settlement –** Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

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

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

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

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

**14. Liability Limited to This Guarantee; Guarantee Entire Contract –**

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

**15. Notices, Where Sent** – All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029, Houston, Texas 77252-2029.

**LITIGATION GUARANTEE  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Prepared by:  
Title Officer: Nichole Smith

File No.: 2685692

Guarantee No.: G-2226-105308

Date of Guarantee: July 31, 2025 at 8:00AM

Liability Amount: \$28,000.00

Fee: \$330.00

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 Property Tax]
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:  
David B. Brode, an unmarried person
5. The Land referred to in this Guarantee is situated in the State of Alaska, District of Anchorage, and is described as follows:  
See Exhibit "A" Attached Hereto

**LITIGATION GUARANTEE  
EXHIBIT "A"  
LEGAL DESCRIPTION**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

File No.: 2685692

Guarantee No.: G-2226-105308

Unit No. 12, TUDOR VIEW CONDOMINIUMS, as identified in the declaration recorded October 21, 1983 in Book 988 at Page 584 and amendments thereto and as shown on floor plans and as-built survey filed under Plat No. 83-430, in the records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Property Address for description purposes only: 5018 E 43rd Avenue, Unit 12, Anchorage, AK 99508

# LITIGATION GUARANTEE SCHEDULE B

ISSUED BY  
STEWART TITLE GUARANTY

File No.: 2685692

Guarantee No.: G-2226-105308

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.

## 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 provided by Property Tax Research, Inc., attached hereto and made a part thereof.

18. Subject to assessments, if any, due the Tudor View Condominium Association..

19. Easement for electrical transmission and/or telephone distribution and incidental purposes, including terms and provisions thereof:

Granted To: Chugach Electric Association, Inc.

Recorded: July 23, 1952 [in Book 75 at Page 348](#)

Affects: Blanket Easement

Release of General Right-of-Way with Reservation of Specific Easement, including terms and provisions thereof:

Recorded: September 14, 1962 [in Book 54 at Page 153](#)

Affects: A portion of the common area

20. Easement for electrical transmission and/or telephone distribution and incidental purposes, including terms and provisions thereof:

Granted To: Chugach Electric Association, Inc.

Recorded: January 27, 1954 [in Book 101 at Page 124](#)

Affects: Blanket Easement

Unrecorded Chugach Electric Association Decision, Right-of-Way Permit Amended, including the terms and conditions thereof, amending the right-of-way as granted to allow a width of 100 feet where possible rather than the 20 feet allowed in granting the right-of-way, dated February 18, 1957.

Letter wherein Chugach Electric Association, Inc. grants to the City Of Anchorage permission to attach telephone facilities to the Chugach Electric Association poles, recorded March 12, 1963 [in Book 64 at Page 195](#).

License for Use of Easement, including the terms and conditions thereof, between Chugach Electric Association, Inc., Licensor, and Municipality Of Anchorage, d/b/a Anchorage Municipal Light & Power, Licensee, recorded June 5, 1986 [in Book 1433 at Page 404](#).

21. Covenants, conditions, reservations and restrictions, including the terms and provisions thereof, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenant, condition or restriction violates 42 USC 3604 (c), as contained in an instrument:

Recorded: March 11, 1970 [in Book 185 at Page 263](#)

Amended by instrument:

Recorded: August 18, 1970 [in Book 193 at Page 127](#)

Amended by instrument:

Recorded: January 4, 1972 [in Book 206 at Page 437](#)

22. Easement for electrical transmission and/or telephone distribution and incidental purposes, including terms and provisions thereof:

# LITIGATION GUARANTEE SCHEDULE B

ISSUED BY  
STEWART TITLE GUARANTY

Granted To: City of Anchorage and Chugach Electric Association, Inc.  
Recorded: July 30, 1970 [in Book 192 at Page 84](#)  
Affects: A portion of the common area

23. Easement, including terms and provisions thereof, for the purpose set out therein:

Granted to: City of Anchorage  
For: construct, operate and maintain an electric transmission and/or telephone distribution line or system  
Recorded: July 9, 1971 [in Book 203 at Page 567](#)  
Affects: A portion of the common area

24. All matters as shown on the plat filed under Plat No. [70-143](#), and as shown on the As Built survey of said condominium project filed under Plat No. [83-430](#) located in the Anchorage Recording District, Third Judicial District, State of Alaska.

25. Covenants, conditions, reservations, restrictions and/or by-laws, including terms and provisions thereof, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenant, condition or restrictions violate USC 3604 (c), and/or as submitted to the Horizontal Property Regimes Act and/or the Uniform Common Interest Ownership Act of the State of Alaska, and any amendments thereto:  
Recorded: October 21, 1983 [in Book 988 at Page 584](#)

Amended by instrument:  
Recorded: May 16, 1985 [in Book 1267 at Page 409](#)

26. Terms, conditions, provisions and future liens of the Uniform Common Interest Ownership Act, and/or the Horizontal Property Regimes Act, and any amendments thereto, of the State of Alaska (Chapter 34.07 and Chapter 34.08 AS).

27. 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-23-056621CI  
Tax Year : 2022 and prior  
Recorded : September 12, 2023  
Serial Number : [2023-025235-0](#)

28. 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-23-056621CI  
Tax Year : 2022 and prior  
Recorded : September 12, 2023  
Serial Number : [2023-025235-0](#)

29. The right, title and interest of the spouse of the vestee herein, if married, pursuant to Alaska Statute 34.15.010.

30. 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

31. Occupant(s) or any parties whose rights, interests or claims are not shown by the public records but which could be ascertained by an inspection of the land described above or by making inquiry of persons in possession thereof, including but not limited to, any lien or right to a lien for services, labor or material theretofore or hereafter furnished.

## END OF EXCEPTIONS

**LITIGATION GUARANTEE  
SCHEDULE B**

ISSUED BY  
STEWART TITLE GUARANTY

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

**LITIGATION GUARANTEE  
SCHEDULE C**

ISSUED BY  
STEWART TITLE GUARANTY

File No.: 2685692

Guarantee No.: G-2226-105308

Said necessary parties (other than those having a claim or interest by reason of matter as shown in Exceptions numbered 18, 27 and 28 to be made defendants in said action to be brought by

Municipality of Anchorage

as plaintiff, are as follows:

David V. Brode  
Tudor View Condominium Association

## 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](mailto: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](mailto: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

## 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.
- l. 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.
- e. 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. Deletion Request Rights**

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](mailto:OptOut@stewart.com); or
2. 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