

PARID: 02058167000  
WASON WILLIAM L

17055 NICKLEEN ST

LUC: 101  
TAX YEAR: 2026

**Property Information**

Property Location: 17055 NICKLEEN ST  
Class: R - Residential  
Use Code (LUC): 101 - Residential 1 Family  
Condo/Unit #:   
Tax District: 23  
Zoning: R7  
Plat #: 2004-91  
HRA #: 000000  
Grid #: SW3341  
Deeded Acres:   
Square Feet: 19,437  
Legal Description: RABBIT CREEK VIEW & HEIGHTS  
BLK 11H LT 13A  
  
Economic Link: No

[Show Parcel on Map](#)

**Owner**

Owner: WASON WILLIAM L  
Co-Owner:   
Care Of:   
Address: 17815 KINGS PARK LN APT 553  
City / State / Zip: HOUSTON, TX 77058 3130  
Deed Book/Page: 020/58

**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
02058167000	RP	2025	1		2,029.51			.00	.00	2,029.51	128.59	202.95	.00	2,361.05	06/30/2025
02058167000	RP	2025	2		2,029.50			.00	.00	2,029.50	96.44	202.95	.00	2,328.89	08/31/2025
02058167000	RP	2024	1		2,079.75			.00	.00	2,079.75	346.69	207.98	140.00	2,774.42	06/30/2024
02058167000	RP	2024	2		2,079.74			.00	.00	2,079.74	310.30	207.97	.00	2,598.01	08/31/2024
02058167000	RP	2023	1		2,015.33			.00	.00	2,015.33	539.16	201.53	140.00	2,896.02	06/30/2023
02058167000	RP	2023	2		2,015.33			.00	.00	2,015.33	505.57	201.53	.00	2,722.43	08/31/2023
02058167000	RP	2022	1		2,002.98			.00	-35.42	1,967.56	640.33	196.76	530.00	3,334.65	07/31/2022
02058167000	RP	2022	2		2,002.98			.00	.00	2,002.98	633.50	200.30	.00	2,836.78	09/30/2022
02058167000	RP	2021	1		3,987.55			705.46	-4,693.01	.00	.00	.00	.00	.00	06/15/2021
02058167000	RP	2020	1		3,741.19			850.74	-4,591.93	.00	.00	.00	.00	.00	07/15/2020
02058167000	RP	2019	1		3,520.22			198.02	-3,718.24	.00	.00	.00	.00	.00	06/15/2019
02058167000	RP	2018	1		3,428.24			740.99	-4,169.23	.00	.00	.00	.00	.00	06/15/2018
02058167000	RP	2017	1		3,290.03			1,268.99	-4,559.02	.00	.00	.00	.00	.00	06/15/2017
02058167000	RP	2016	1		3,033.30			1,232.04	-4,265.34	.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	101	R	54,100	232,600	286,700

**Taxable Value**

Net Taxable Value

286,700

**Land Summary**

---

Land Line #	Zoning	Size (Square Feet)	NBHD
1	R7	19,437	11A00

**Land Characteristics**

---

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

**Residential Card Summary**

---

Card/Building:	1
Stories:	1 - One story above ground level
Condition:	6 - Average Minus
Grade:	D
Exterior Wall:	1 - WOOD
Style:	01 - RANCH
Year Built:	1987
Effective Year:	1987
Square Feet of Living Area:	1311
Total Rooms:	6
Bedrooms:	2
Full Baths:	1
Half Baths:	0
Additional Fixtures:	0
Heating:	2 - CENTRAL
Fuel Type:	3 - ELECTRIC
Resi Market Area:	HU - HILLSIDE: UPPER

**Sections**

---

Card #	Addition #	Description	Area
1	0		1,311
1	1	DECK	287
1	2	DECK	160
1	3	COVERED OPEN PORCH	64
1	4	DECK	60
1	5	COVERED OPEN PORCH	16
1	6	ENCLS STORAGE	16

**OBY - Detached Structures**

---

Description:	Year Built:	Width:	Length:	Area:
DECK - DECK	1980			80
CABIN - CABIN	1980			216
DECK - DECK	1980			256
CABIN - CABIN	1980			120
CABIN - CABIN	1980			627
CABIN - CABIN	1978			611

**Entrances**

---

Visit Date:	Measure Date:	Entrance Source:
06-JUL-2009		0-Land Characteristics Inspection
26-JAN-2011		1-Ext. Inspection of Land & Improvements
05-AUG-2025		11-IAAO Aerial Inspection Completed

**Permits**

---

Permit #:	Permit Date:	Purpose:	Amount:
DET0700	20-APR-2007	-	\$0

**Appraised Value History**

---

Tax Year	Roll Type	LUC	Class	Land	Improvements	Total Appraised
2026	RP	101	R	54,100	232,600	286,700
2025	RP	101	R	54,100	218,500	272,600
2024	RP	101	R	54,100	216,700	270,800
2023	RP	101	R	54,100	199,400	253,500
2022	RP	101	R	54,100	194,100	248,200
2021	RP	101	R	50,500	181,200	231,700
2020	RP	101	R	50,500	177,900	228,400
2019	RP	101	R	50,500	175,300	225,800
2018	RP	101	R	48,000	171,900	219,900
2017	RP	101	R	48,000	165,500	213,500



# MOA PROPERTY REPORT

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

**Parcel Number:** 020-581-67-000

**Current Owner:** WASON WILLIAM L

**Address:** 17055 NICKLEEN ST

**Legal Description:** RABBIT CREEK VIEW & HEIGHTS BLK 11H LT 13A

**Plat Number:** 2004-91

**Grid:** SW3341    **Lot Size:** 0.45 acres (19,437 ft<sup>2</sup>)

**Property Tax Portal:** <https://property.muni.org/Datalets/Datalet.aspx?UseSearch=no&pin=02058167000>

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



## TAX DISTRICT 23

<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>None</i>
<i>Parks</i>	<i>None</i>
<i>Road</i>	<i>Rabbit Creek View/Heights LRSA</i>
<i>Streetlights</i>	<i>None</i>

**Tax District Map:** [https://experience.arcgis.com/experience/12f0a01ff77f4468aaf89fd610e250f9/page/Page#data\\_s=where%3AdataSource\\_1-PropertyInformation\\_Hosted\\_90%3AParcel\\_ID%3D'02058167000'&zoom\\_to\\_selection=true](https://experience.arcgis.com/experience/12f0a01ff77f4468aaf89fd610e250f9/page/Page#data_s=where%3AdataSource_1-PropertyInformation_Hosted_90%3AParcel_ID%3D'02058167000'&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-7</b>	2040 Land Use Designation: <b>Large Lot Residential</b>
Zoning Improvement Area: <b>Class B</b>	Zoning District Type: <b>Single Family Residential</b>

*Planning Portal:* <http://www.muni.org/CityViewPortal/Property/PropertyReview?searchKey=desc&searchValue=02058167000>

*Zoning Map:* <https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=e7c3d7a43f2e4924b23d36fd1500bb01&find=02058167000>

*Land Use Map:* [https://experience.arcgis.com/experience/1c01c59894454f1086fe55266917b6c9/#data\\_s=where%3AdataSource\\_1-PropertyInformation\\_Hosted\\_1972%3AParcel\\_ID%3D%2702058167000%27&zoom\\_to\\_selection=true](https://experience.arcgis.com/experience/1c01c59894454f1086fe55266917b6c9/#data_s=where%3AdataSource_1-PropertyInformation_Hosted_1972%3AParcel_ID%3D%2702058167000%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%2702058167000%27&zoom\\_to\\_selection=true](https://experience.arcgis.com/experience/29c0649863d74132adb225df3ed99d1b/#data_s=where%3AdataSource_1-PropertyInformation_Hosted_6586%3AParcel_ID%3D%2702058167000%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=02058167000>

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

[https://experience.arcgis.com/experience/eda8a802f0f04b319f9519ccadf465ba/#data\\_s=where%3AdataSource\\_1-PropertyInformation\\_Hosted\\_169%3AParcel\\_ID%3D%2702058167000%27&zoom\\_to\\_selection=true](https://experience.arcgis.com/experience/eda8a802f0f04b319f9519ccadf465ba/#data_s=where%3AdataSource_1-PropertyInformation_Hosted_169%3AParcel_ID%3D%2702058167000%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%2702058167000%27&zoom\\_to\\_selection=true](https://experience.arcgis.com/experience/3cabd21aeb694222bc2f937c94758176/#data_s=where%3AdataSource_1-PropertyInformation_Hosted_9164%3AParcel_ID%3D%2702058167000%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'02058167000'&zoom\\_to\\_selection=true](https://experience.arcgis.com/experience/8aa8f823d4dc4cb0ac1f51f6f80e4971#data_s=where%3AdataSource_1-PropertyInformation_Hosted_4044%3AParcel_ID%3D'02058167000'&zoom_to_selection=true)

**Soil Boring Map:** [https://experience.arcgis.com/experience/fed5a55c768c4158aa11f1c601b57c87/#data\\_s=where%3AdataSource\\_1-PropertyInformation\\_Hosted\\_3100%3AParcel\\_ID%3D%2702058167000%27&zoom\\_to\\_selection=true](https://experience.arcgis.com/experience/fed5a55c768c4158aa11f1c601b57c87/#data_s=where%3AdataSource_1-PropertyInformation_Hosted_3100%3AParcel_ID%3D%2702058167000%27&zoom_to_selection=true)

**MOA MapIt Link:** <https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=f0bef139a7584820ad9d60c9eeea8a5f&find=02058167000>

## POLITICAL BOUNDARIES

**Assembly District: 6**

<https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=c4809e7b77da4f058aacd6936d3079fa&find=02058167000>

**Community Council: Bear Valley**

[https://experience.arcgis.com/experience/39a5dc6d3b31404aa07c5c80903c8551/#data\\_s=where%3AdataSource\\_1-PropertyInformation\\_Hosted\\_8234%3AParcel\\_ID%3D%2702058167000%27&zoom\\_to\\_selection=true](https://experience.arcgis.com/experience/39a5dc6d3b31404aa07c5c80903c8551/#data_s=where%3AdataSource_1-PropertyInformation_Hosted_8234%3AParcel_ID%3D%2702058167000%27&zoom_to_selection=true)

**Representative Lookup Map:** <https://muniorg.maps.arcgis.com/apps/ZoneLookup/index.html?appid=868cbf13fd3144b3a431eed89b48f911&find=02058167000&findSource=2>



Issued by

*First American Title Insurance Company*

*3035 C Street, Anchorage, AK 99503*

*Title Officer: Lorenzo Nolan*

*Phone: (907)561-1844*

*FAX: (907)562-0540*



**First American**

**First American Title Insurance Company**

3035 C Street  
Anchorage, AK 99503  
Phn - (907)561-1844 (800)770-0510  
Fax - (907)562-0540

**LITIGATION GUARANTEE**

LIABILITY: \$	<b>6,000.00</b>	ORDER NO.:	<b>0209-3287703</b>
FEE: \$	<b>250.00</b>	YOUR REF.:	<b>PO#20160237/Tax ID#020-581-66- 000 &amp; 020-581-67- 000</b>

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

**First American Title Insurance Company**  
a Corporation, herein called the Company

GUARANTEES

Municipality of Anchorage

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

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

Dated: August 14, 2019 at 8:00 A.M.

**First American Title Insurance Company**

Lorenzo Nolan, Title Officer

**SCHEDULE A**

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

William L. Wason, a single man

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

Fee Simple Estate

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

Lots 12A and 13A, Block 11H, RABBITCREEK VIEW AND RABBIT CREEK HEIGHTS SUBDIVISION REPLAT, according to the official plat thereof, filed under Plat Number 2004-91, Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

## SCHEDULE B

### EXCEPTIONS:

1. Reservations or exceptions in patents or in acts authorizing the issuance thereof.
2. Right of Way Easement, including the terms and provisions thereof, granted to Chugach Electric Association, Inc. , and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument  
  
Recorded: November 5, 1954  
Recording Information: Book 111 Pages 156 and 157  
Affects: Blanket Easement
3. The effect of the notes which appear on the plat of said subdivision. (Copy attached)
4. Easements as dedicated and shown on the plat of said subdivision. (Copy attached)
5. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:  
Recording Information: April 2, 2004, Serial Number 2004-022267-0
6. Deed of Trust and the terms and conditions thereof.  
Grantor/Trustor: William L. Wason  
Grantee/Beneficiary: None recited  
Trustee: Kathleen Kent Wason  
Amount: \$45,000.00  
Dated: January 2, 1987  
Recorded: March 19, 1987  
Recording Information: Book 1580 Page 156  
  
Affects: Lot 12A Block 11H
7. Deed of Trust and the terms and conditions thereof.  
Grantor/Trustor: William L Wason  
Grantee/Beneficiary: State of Alaska Dept of Labor  
Trustee: State of Alaska  
Amount: \$10,000.00  
Dated: June 15, 1987  
Recorded: June 30, 1987  
Recording Information: Book 1622 Page 240  
  
Affects: LOt 13A Block 11H

8. Deed of Trust and the terms and conditions thereof.
- |                        |                                   |
|------------------------|-----------------------------------|
| Grantor/Trustor:       | William L Wason, a single man     |
| Grantee/Beneficiary:   | Alaska Title Guaranty Agency, Inc |
| Trustee:               | Municipality of Anchorage         |
| Amount:                | \$15,000.00                       |
| Dated:                 | September 9, 1987                 |
| Recorded:              | September 9, 1987                 |
| Recording Information: | Book 1648 Page 378                |
| Affects:               | LOt 13A Block 11H                 |
9. No past or current municipal taxes, assessments, or tax foreclosure judgments are being shown for purposes of this report.

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

#### NOTICE

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

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

### SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

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

### GUARANTEE CONDITIONS AND STIPULATIONS

#### 1. Definition of Terms.

The following terms when used in the Guarantee mean:

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

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

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

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

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

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

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

(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay

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

(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

#### 5. Proof of Loss or Damage.

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

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

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

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

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

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

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

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

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

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

**7. Determination and Extent of Liability.**

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

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

(a) the amount of liability stated in this Guarantee;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage Assured against by this Guarantee occurs, together with interest thereon; or

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

**8. Limitation of Liability.**

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

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

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

**9. Reduction of Liability or Termination of Liability.**

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

**10. Payment of Loss.**

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

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

**11. Subrogation Upon Payment or Settlement.**

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

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

**12. Arbitration.**

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

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

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

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

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**14. Notices, Where Sent.**

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

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



**First American**

**First American Title Insurance Company**

3035 C Street

Anchorage, AK 99503

Phone: (907)561-1844 / Fax: (907)562-0540

**PR:** NWEST

**Ofc:** 0209 (3426)

**Final Invoice**

**To:** Municipality Of Anchorage  
4700 Elmore Road, 2nd Floor  
Anchorage, AK 99507

**Invoice No.:** 3426 - 20954292

**Date:** 08/20/2019

**Our File No.:** 0209-3287703

**Title Officer:** Lorenzo Nolan

**Escrow Officer:**

**Customer ID:** AK02965

**Attention:** John Bruns

**Your Ref.:** PO#20160237/Tax#020-581-66-00014&020-

**Liability Amounts**

**RE: Property:**  
17051 & 17055 Nickleen St, Anchorage, AK

**Buyers:**

**Sellers:** William L. Wason

Description of Charge	Invoice Amount
Guarantee: Litigation	\$250.00

**INVOICE TOTAL \$250.00**

**Comments:**

**Thank you for your business!**

*To assure proper credit, please send a copy of this Invoice and Payment to:*

*Attention: Accounts Receivable Department*

*PO Box 31001-2281*

*Pasadena, CA 91110-2281*

# Statutory Warranty Deed

THE GRANTOR William T. Snow and Wilda R. Snow, Husband and Wife as Tenants  
by the Entirety  
for and in consideration of Ten Dollars (\$10.00)

in hand paid, conveys and warrants to William L. Mason, a single man,

whose address is Box 110373 Anchorage, Alaska 99511

the following described real estate, situated in the  
Third Judicial District, State of Alaska:

Anchorage

Recording District

Lot Twelve (12), Block Eleven (11), Rabbit Creek Heights Subdivision,  
according to Plat # 70-381, filed in the Anchorage Recording District,  
Third Judicial District, State of Alaska.

Subject to easements, restrictions, and reservations of record.

3390026

Dated this 25th day of August 1986

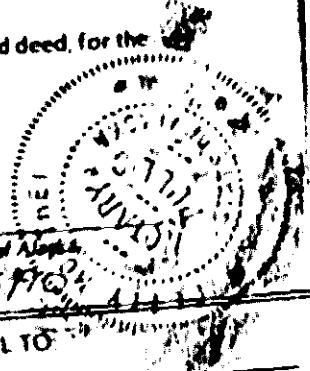
William T. Snow (SEAL)  
William T. Snow  
Wilda R. Snow (SEAL)  
Wilda R. Snow

STATE OF ALASKA }  
Third Judicial District } ss.

On this day personally appeared before me William T. Snow and Wilda R. Snow  
to me known to be the individual described in and who executed the within and foregoing instrument, and  
acknowledged that they signed the same as their free and voluntary act and deed, for the  
uses and purposes therein mentioned

GIVEN under my hand and official seal this 25th day of August 1986

Betty Monte  
Notary Public in and for the State of Alaska  
My Commission Expires 01/25/90



33-90026

This Space Reserved for Recorders Use

86 062235

RECORDED FILED  
ANCHORAGE REC.  
DISTRICT

AUG 28 12 09 PM '86

REQUESTED BY  
ADDRESS ATG

AFTER RECORDING MAIL TO  
grantee

Filed for Record at Request of



87-015263  
13

RECORDED-FILED  
ANCHORAGE REG.  
DISTRICT

MAR 2 12 16 PM '87

REQUESTED BY LAWYERS

ADDRESS \_\_\_\_\_

DEED OF TRUST

THIS DEED OF TRUST is made this 2nd day of January, 1987, among the Grantor, William L. Wason (herein "Borrower"), Kathleen Kent Wason (herein "Trustee"), and the Beneficiary, [redacted], a corporation organized and existing under the laws of [redacted], whose address is 15 Archer Lane, Darien, CT 06820 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Municipality of Anchorage Borough, State of Alaska:

Rabbit Creek Heights Subdivision  
Block 11  
Lot 12

Exhibit A attached  
Anchorage Recording District

which has the address of 8381 Paine Rd. Anchorage Alaska, 99511 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

TO SECURE TO LENDER (a) the repayment of the indebtedness evidenced by Borrower's note dated the 2nd day of January, 1987, (herein "Note"), in the principal sum of Forty Five Thousand Dollars (\$ 45,000.00), with interest thereon, providing monthly installments of principal and interest, (\$433.02 per month) with the balance of the indebtedness, if not sooner paid, due and payable on the 1st day of January, 1987; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

BOOK 1580

Borrower covenants that Borrower is lawfully seized of the estate conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attach prior to this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attach prior to this Deed of Trust, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property of any part thereof.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in the amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date Borrower is notified by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 10 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action upon the Property to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry of a judgment against Borrower. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sum secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender in any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successor in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. **Remedies Cumulative.** All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

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

15. **Uniform Deed of Trust; Governing Law; Severability.** This form of Deed of Trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recording hereof.

17. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, decline all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

18. **Acceleration; Remedies.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender, prior to acceleration, shall give notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law, specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of (i) the right to reinstate after acceleration, (ii) the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and foreclosure and (iii) any other matters required to be included in such notice by applicable law. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as applicable law may require. After the lapse of such time as may be required by applicable law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of the Property for a period or periods not exceeding a total of 30 days by public announcement at the time and place fixed in the notice of sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's Deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's Deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto, or the clerk of the appropriate court of the borough in which the sale took place.

19. **Borrower's Right to Reinstatement.** Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the tenth day before sale of Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property, and Borrower's obligation to pay the sums secured by this Deed of Trust, shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to amount only for those rents actually received.

21. Future advances. Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

23. Substitute Trustee. In accordance with applicable law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

24. Use of Property. The Property is not used principally for agricultural or farming purposes.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

William L. Wason

[Signature]  
Borrower

\_\_\_\_\_  
Borrower

UNITED STATES OF AMERICA  
STATE OF ALASKA

} ss.

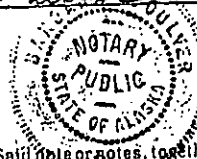
On this 10 day of March, 1987, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared \_\_\_\_\_  
William Wason to me known to be the person described in and who executed the above and foregoing instrument, and acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS My Hand And Official Seal affixed the day and year in this certificate first above written.

[Signature]  
Notary Public in and for the State of Alaska,  
residing at Anchorage Alaska

My Commission Expires  
January 20, 1990

My commission expires \_\_\_\_\_



REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Space Below This Line Reserved For Lender and Receiver)

Exhibit A

Return to:  
William Wason  
Box 110373  
Anchorage, AK 99511

PAGE 0160

BOOK 1580

BOOK

87-019717  
22-

RECORDED  
ANCHORAGE FILE  
DISTRICT

MAR 19 10 45 AM '87

REQUESTED BY *William Wason*  
ADDRESS *BOX 110373*  
*ANCHORAGE 99511*

COLLATERAL NOTE

\$ 45,000.00 Anchorage, AK Washington, January 2, 19 87

after date, without grace, I promise to pay

to the order of Kathleen Kent Wason

the sum of Forty Five Thousand Dollars (\$ 45,000.00 ),

for value received, with interest at the rate of 8 per cent per annum from date until maturity, principal and interest payable in

lawful money of the United States, interest payable monthly (\$432/m) After maturity, or on default, this note bears interest at

the rate of 8% per cent per annum until paid. In case suit or action is commenced to collect this note or any portion thereof, I promise to pay, in addition to any costs provided by statute, such sum as the court may adjudge reasonable as attorney's fees therein, and

any judgment entered hereon shall bear interest at the rate of 8% per cent per annum.

As collateral security for the payment of this note and any renewal or extension thereof, I hereby pledge and deliver to payee the following security, to wit:

Lot 12, Block 11, Rabbit Creek Heights Subdivision, Municipality of Anchorage

A 1/2 acre parcel of raw land and any improvements to the same 1/2 acre, including

water, septic & house.

In case of default in the payment of this note or interest thereon, I authorize the holder of this obligation to sell, publicly or privately, the whole or any part of said security, and to apply the proceeds to the payment of this note and interest thereon, accounting to me for any surplus. In case of a deficiency, I promise to pay the holder the amount thereof forthwith after the sale. Nothing herein contained shall preclude a suit upon this note without resort to said collateral.

Due January 1, 19 2002

At \_\_\_\_\_  
\_\_\_\_\_

No. \_\_\_\_\_  
\_\_\_\_\_

*William Wason*  
\_\_\_\_\_  
Maker  
\_\_\_\_\_  
Maker  
\_\_\_\_\_  
Maker

RECEIVED

JUN 19 1987

Wage and Hour

DEED OF TRUST

THIS DEED OF TRUST is made this 15th day of June, 1987, among the Grantor, William L. Wason (herein "Borrower"), State of Alaska, Dept of Labor (herein "Trustee"), and the Beneficiary, State of Alaska, a corporation organized and existing under the laws of State of Alaska, whose address is Dept of Labor (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Municipality of Anchorage Borough, State of Alaska:

Block 11, lot 13, Rabbit Creek Heights subdivision  
Anchorage Recording District.

which has the address of 8401 Paine Rd. Anchorage, AK (herein "Property Address");  
(Street) (City)  
(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

TO SECURE TO LENDER (a) the repayment of the indebtedness evidenced by Borrower's note dated the 15th day of June, 1987, (herein "Note"), in the principal sum of Ten Thousand Dollars (as labor bond) Dollars (\$10,000.00), with interest thereon, providing monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on the      day of     , 19    ; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

- 20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.
- Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.
- 21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.
- 22. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.
- 23. Substitute Trustee. In accordance with applicable law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.
- 24. Use of Property. The Property is not used principally for agricultural or farming purposes.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

William L. Wason

William L. Wason  
Borrower

\_\_\_\_\_  
Borrower

UNITED STATES OF AMERICA  
STATE OF ALASKA

} ss.

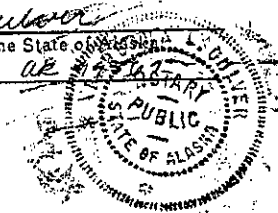
On this 15<sup>th</sup> day of June, 1987, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared William L. Wason to me known to be the person described in and who executed the above and foregoing instrument, and acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS My Hand And Official Seal affixed the day and year in this certificate first above written.

Barbara A. Culbert  
Notary Public in and for the State of Alaska  
residing at Unalakleet, AK

My Commission Expires  
January 20, 1990

My commission expires \_\_\_\_\_



REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

(Space Below This Line Reserved For Lender and Recipient)

87- 045702  
NC

RECORDED-FILED  
ANCHORAGE REC.  
DISTRICT

JUN 30 3 51 PM '87  
REQUESTED BY AS/da  
ADDRESS \_\_\_\_\_

State of Alaska Business, N/C  
Return to:  
State of Alaska  
LS&S - Wage & Hour Admin.  
P.O. Box 020630  
Juneau, AK 99802-0630

RECEIVED  
JUN 19 1987

Wage and Hour

1394374

BOOK 1648

PAGE 0378

DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made between

WILLIAM L. WASON, a single man

herein called Trustor, whose address is

Mailing address: P.O. Box 110373, Anchorage, AK 99511

8401 Paine Road  
(Number and Street)

Anchorage  
(City)

Alaska 99511  
(State)

Alaska Title Guaranty, an Alaska corporation, herein called Trustee, and the Municipality Agency, Inc. of Anchorage, herein called Beneficiary.

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

Lot Thirteen (13), Block Eleven (11), of the Rabbit Creek Heights Subdivision, according to Plat 70-381, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

NOTE: This deed of trust and the attached note are payable in full upon sale or transfer of the subject property.

TOGETHER with all buildings, appurtenances, fixtures and appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures and articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power refrigeration, ventilation, laundry, clothes drying, dishwashing, garbage disposal or other services, and any other thing now or hereafter located therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are declared to be apart of said real estate, whether physically attached thereto or not); and also together with all easements, appurtenant to said premises which are hereby pledged, assigned, transferred, and set over unto the Trustee, whether now due or hereafter to become due. The Trustee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured.

FOR THE PURPOSE OF SECURING:

(A) 1. Payment of the sum of \$ 15,000.00 with interest thereon, according to the terms of a promissory note or notes of even date herewith, made by Trustor, payable to the order of the Beneficiary, and extensions or renewals thereof. 2. Payment of such additional sums with interest thereon as may hereafter be borrowed from the Beneficiary, or its successor, by the then record owner or owners of said property, or any of them, when evidenced by another promissory note or notes. 3. Payment, with interest thereon, of any other present or future indebtedness or obligation of the Trustor (or of any successor in interest of the Trustor to said property) to the Beneficiary, whether created directly or acquired by assignment, whether absolute or contingent, whether due or not, whether otherwise secured or not, or whether existing at the time of the execution of this Deed of Trust, or arising thereafter. 4. Payment of any and all sums which may become due from Trustor for advances by Beneficiary or its successor, for fire and other hazard insurance, taxes upon the real property above described, and premiums for mortgage cancellation insurance on the life of Trustor or the then record owner of the said property, or any of them, according to the terms of this deed of trust or any agreement for such mortgage cancellation insurance which may be executed by such Trustor or such record owner. 5. Performance of each condition or covenant of Trustor herein contained or incorporated herein by reference.

(B) Any deficiency in the amount of any payment secured hereby, if not paid when due, shall constitute an event of default under this Deed of Trust.

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

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

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to underpin and support when necessary any building or other improvement thereon and to protect and preserve the same; to complete or restore promptly, damaged or destroyed thereon any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished and to pay when due all claims for any part thereof if being obtained for the purpose of construction of improvements on said property. Trustor also agrees, anything in this Deed of Trust to the contrary notwithstanding: (a) to complete the same in accordance with plans and specifications satisfactory to Beneficiary; (b) to allow Beneficiary to inspect said property at all times during construction; (c) to replace any work or materials unsatisfactory to Beneficiary, within fifteen (15) calendar days after written notice from Beneficiary of such fact, which notice may be given to the Trustor by registered mail, sent to his last known address, or by personal service of the same; (d) that work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen (15) calendar days; to comply with all laws affecting said property or requiring any alterations, repairs or improvements to be made thereon; not to commit or permit other acts which from the character or use of said property may reasonably be expected to violate or result in a violation of the general laws of the State of Alaska; to cultivate, irrigate, fertilize, prune and do all other acts which from the character or use of said property may reasonably be expected to violate or result in a violation of the general laws of the State of Alaska; to accept or acquiesce in any deed or statements therein, and to act thereon hereunder.

2. To provide and maintain in force, at all times, fire, earthquake and other insurance such as satisfactory to, and with loss payable to said Beneficiary and providing protection to Beneficiary not less than that provided by standard mortgage clauses endorsement and not greater than that available through a domestic or foreign company admitted to Alaska giving the greatest protection to Beneficiary. Approval by Beneficiary of any insurance policy or company may be withdrawn by Beneficiary at any time Beneficiary determines more adequate insurance policy or company is available. Said policies shall be delivered to, and remain in possession of Beneficiary as further security for the faithful performance of these trusts. At least thirty (30) days prior to the expiration of any said insurance policy, a policy or policies thereon or extending said existing insurance shall be delivered to said Beneficiary together with a receipt showing payment of the premium therefor. By executing this Deed of Trust the Trustor specifically requests the Beneficiary to obtain said insurance in the event any said insurance policy and a receipt

for payment of the premium therefor be not so delivered to said Beneficiary by the Trustor; but Beneficiary shall be under no obligation so to do, and the obtaining of any such insurance and the payment of the premium therefor shall not release the Trustor from any obligation hereof. Neither Beneficiary nor Trustor shall be responsible for such insurance or for the collection of any insurance moneys, or for any insolvency of any insurer or insurance underwriter. Any and all unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the property conveyed hereby at any Trustee's sale held hereunder.

The amount collected under any life or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. Should Trustor sell, convey, transfer, dispose of or further encumber said property, or any part thereof, or any interest therein, or agree to do so, without the written consent of Beneficiary being first obtained, then Beneficiary shall have the right, at its option, to declare all sums secured hereby forthwith due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions. If this Deed of Trust or any note secured hereby provides any penalty for prepayment of any indebtedness secured hereby, Trustor agrees to pay said penalty if any of said indebtedness shall be paid prior to the due date thereof stated in said note or this Deed of Trust, even if and notwithstanding Trustor shall have defaulted in payment thereof, or in performance of any agreement hereunder, and Beneficiary, by reason thereof, shall have declared all sums secured hereby immediately due and payable.

4. To appear in and defend any action or proceeding purporting to affect the security hereof, or the right or powers of Beneficiary of Trustee, or of said Beneficiary or Trustee or both, elect to institute, appear in or defend, or file proof of secured claims, in any such action or proceeding, including actions or proceedings to foreclose this Deed of Trust, proceedings under the Bankruptcy Act, and proceedings for the administration of the estates of deceased or incompetent Trustors, and their successors; to pay all costs and expenses including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

5. To pay all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust, at least ten days before delinquency all taxes and assessments affecting said property.

6. To pay immediately and without demand all sums so expended by Beneficiary of Trustee...

7. In order to insure the payment of taxes and assessments at least ten days before the date of payment...

8. The Trustor agrees that any indebtedness due Beneficiary from Trustor or any other person...

9. Any award of damages in connection with any condemnation for public use of or injury to said property...

10. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right...

11. At any time, or from time to time, without notice of liability hereof, upon written request of Beneficiary...

12. Upon written request of Beneficiary stating that all sums secured hereby have been paid...

13. The Trustor specifically agrees to not cash, transfer, sell or convey, or in any way encumber the above described property without the written consent of the Beneficiary Trustor and obtained.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

Dated this 2th day of September 1987.

Signature of Trustor

WILLIAM L. WASON

STATE OF ALASKA UNITED STATES OF AMERICA

ACKNOWLEDGMENT

appeared before me on this date, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal this 2th day of September, 1987.

OFFICIAL SEAL STATE OF ALASKA NOTARY PUBLIC BERNICE DRIGGERS

Notary Public in and for Alaska My Commission expires 6-1-89

FOR RECORDER'S USE ONLY Index as Trust Deed and Assignment of Rents AFTER RECORDING RETURN TO: MUNICIPALITY OF ANCHORAGE HOUSING SERVICES PO BOX 196650 ANCHORAGE, ALASKA 99519-6650

Handwritten notations: 62020, 13, cc

SEP 5 3 00 PM '87

REC'D ADD'D LATG

# COVER SHEET

## FOR RABBIT CREEK VIEW AND RABBIT CREEK HEIGHTS SUBDIVISION REPLAT

### NOTES

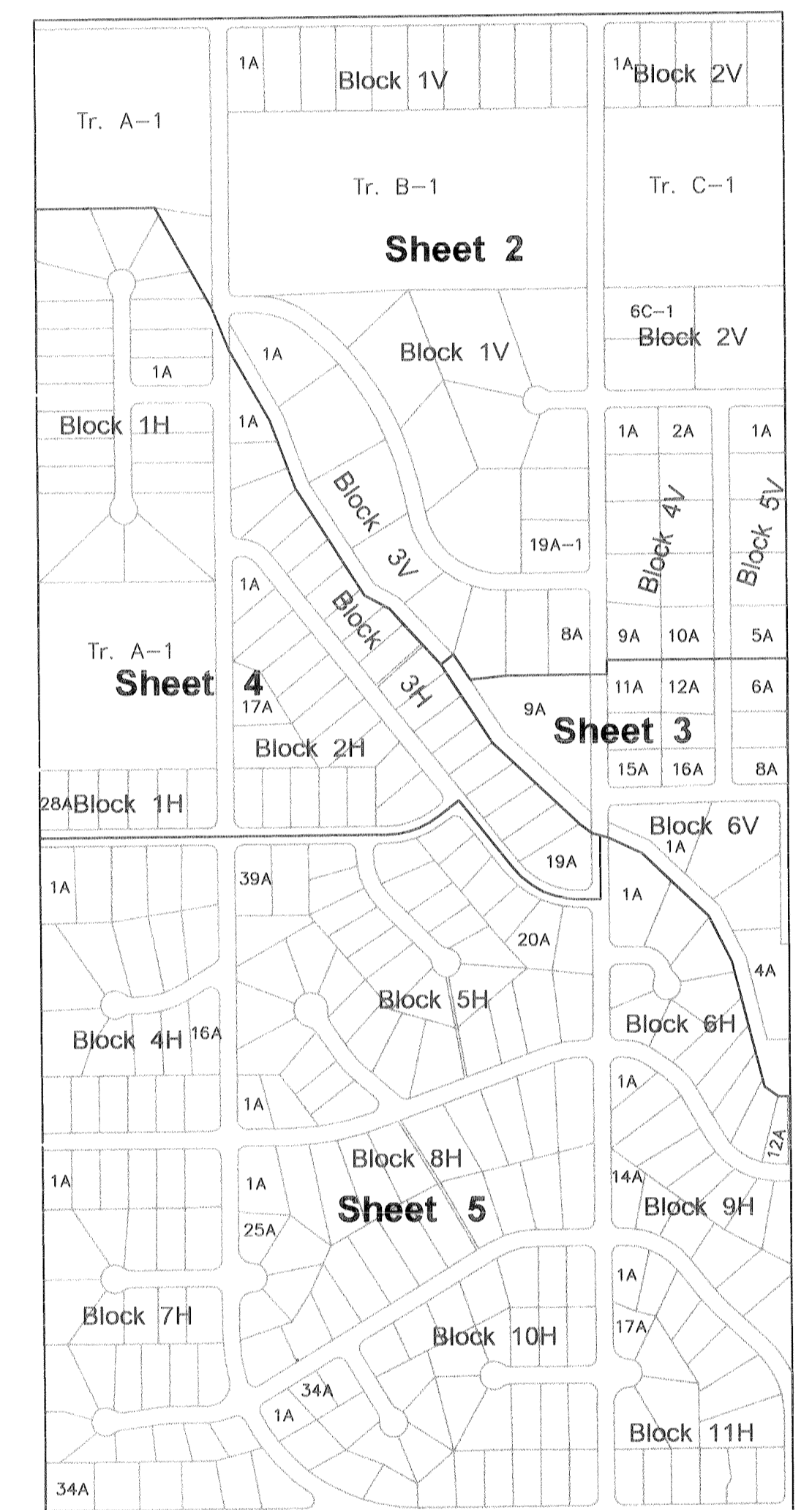
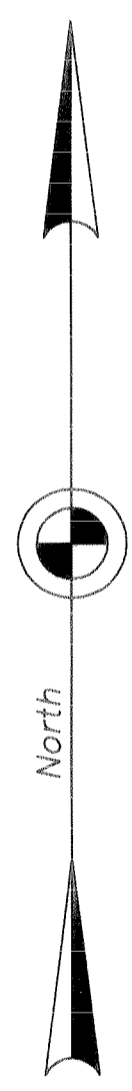
#### PURPOSE and AUTHORIZATION:

1. This is a resubdivision of Rabbit Creek View Subdivision (P70-133) and two subsequent resubdivisions, P73-161 and P92-24, and of Rabbit Creek Heights Subdivision (P70-381). It is based on a retracement survey of the boundary of and lots within the two subdivisions. It was undertaken to correct gross survey and platting errors. The subdivisions have been determined to be defective in accordance with criteria established in Ch. 43 of Temporary and Special Acts 1995 of the Alaska Statutes (Manifestly Defective Surveys), by Civil Action 3AN-98-11718, and as set forth in Final Judgment dated March 31, 2004. All changes and decisions of the Court are incorporated in this Replat; and any title, rights, and interests that are held or may be held in the original lots extinguished by this action are transferred to the new lots. The Court has jurisdiction over the resubdividing process for the property owners, funded through an assessment district process. The Municipality of Anchorage's Title 21 plat approval process is not applicable to this resubdivision.

#### COVER SHEET NOTES:

1. Rabbit Creek View (RCV) and Rabbit Creek Heights (RCH) Subdivisions are combined on this plat. Blocks formerly in RCV are suffixed "V" (Block 1V, e.g.) and blocks formerly in RCH are suffixed "H" (Block 1H, e.g.). Reference is made hereon to RCV and RCH for informational purposes.

2. Sheets 1-5 of the Rabbit Creek View and Rabbit Creek Heights Subdivision Replat as approved by the Superior Court follow this cover sheet.



**SHEET INDEX**

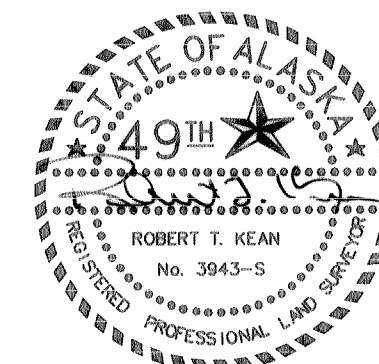
**NOTE:**  
SEE SHEET 1 FOR PLAT APPROVAL SIGNATURES AND GENERAL PLAT NOTES.

#### SURVEYOR'S CERTIFICATE

I, Robert T. Kean, professional land surveyor, do hereby certify that this plat of Rabbit Creek View and Rabbit Creek Heights Subdivision Replat is a true and correct representation of lands actually surveyed, that the distances and bearings are shown correctly, and that all permanent exterior control monuments and all other monuments and lot corners have been set and staked in accordance with municipal standards. This plat incorporates all decisions rendered in the Final Judgment of Superior Court Action No. 3AN-98-11718 Civil.

Date August 09, 2004

*Robert T. Kean*  
Robert T. Kean, RLS No. 3943-S



**DATE OF RETRACEMENT SURVEY**  
Beginning 9-7-97  
Ending 11-98

**DATE OF SUBDIVISION SURVEY AND RE-MONUMENTATION**  
Beginning 5-02  
Ending 9-03

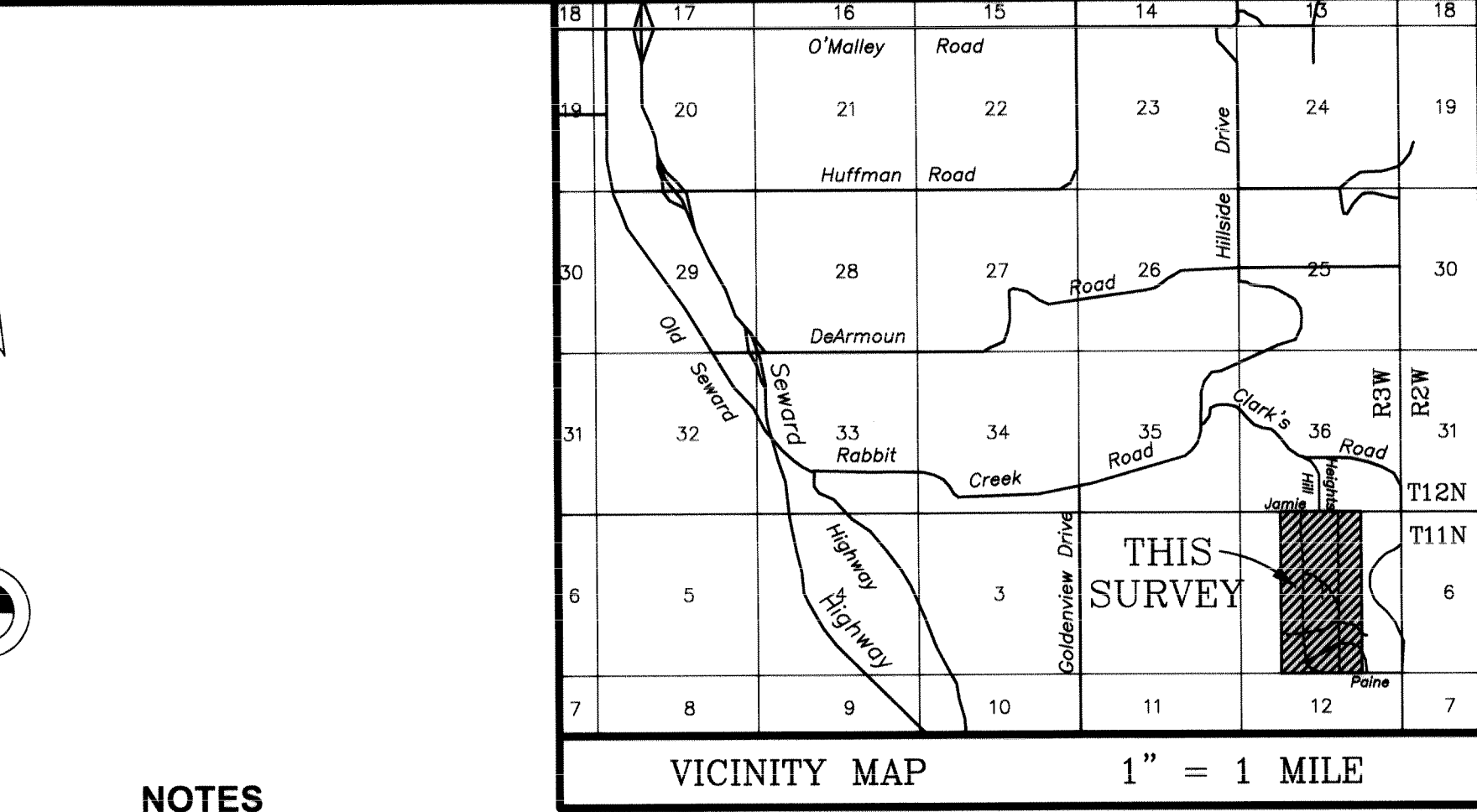
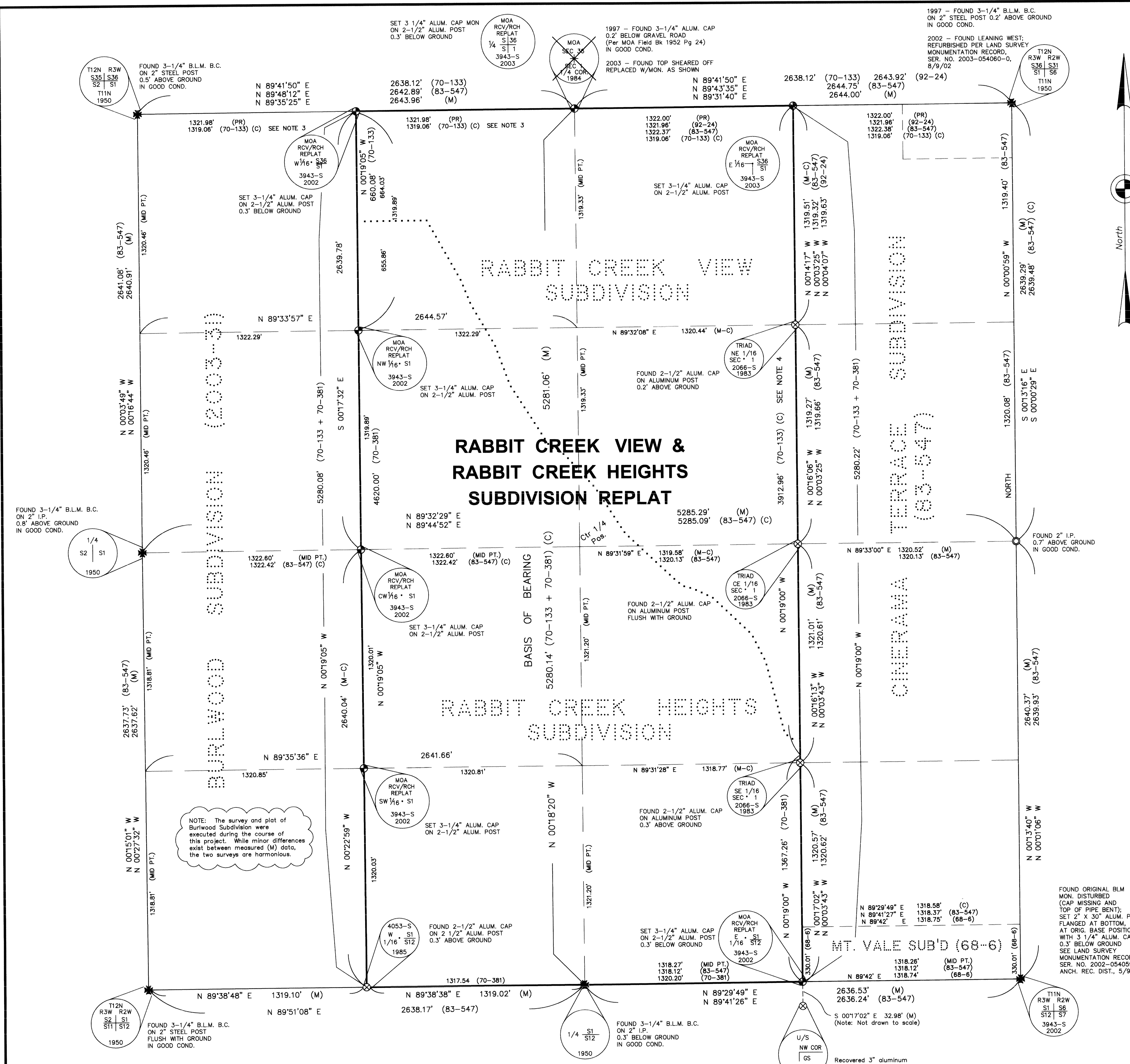
**NAME OF SURVEYOR**  
**KEAN & ASSOCIATES**  
6927 Old Seward Hwy, Suite 101  
Anchorage, AK 99518

**DRAWN:** SJW

**CHECKED:** RTK

**PROJ. NO.** 97118, 99106

PREPARED FOR <b>RABBIT CREEK VIEW &amp; RABBIT CREEK HEIGHTS SUBDIVISION</b> <b>SPECIAL SURVEY ASSESSMENT DISTRICT IV96</b> Municipality of Anchorage, Department of Public Works P.O. Box 196650, Anchorage, AK 99519	
AS APPROVED BY THE ALASKA SUPERIOR COURT, THIRD JUDICIAL DISTRICT PURSUANT TO CH.43, TEMPORARY AND SPECIAL ACTS 1995, ALASKA STATUTES, "MANIFESTLY DEFECTIVE SURVEYS" Final Judgment Dated March 31, 2004 in Civil Action No. 3AN 98 11718 Recorded as Serial No. 2004 022267-0, Anchorage Recording District, 3rd Judicial District, Alaska	
PLAT OF <b>RABBIT CREEK VIEW SUBDIVISION</b> TRACT A 1, GREENBELT AND PICNIC AREA, BLOCK 1V, LOTS 1A-18A, 19A-1, 19B-1, TRACT B 1, BLOCK 2V, LOTS 1A-5A, 6A-1, 6B-1, 6C-1, TRACT C 1, BLOCK 3V, LOTS 1A-8A, LITTLE RABBIT CREEK WALKWAY & GREENBELT TRACT, BLOCK 4V, LOTS 1A-16A, BLOCK 5V, LOTS 1A-8A, BLOCK 6V, LOTS 1A-4A, LITTLE RABBIT CREEK PARK AND PICNIC AREA <b>A RESUBDIVISION OF RABBIT CREEK VIEW SUBDIVISION (Plats 70-133, 73-161 &amp; 92-24)</b> Containing 125.840 acres	
<b>AND</b> <b>RABBIT CREEK HEIGHTS SUBDIVISION</b> BLOCK 1H, LOTS 1A-28A, TRACT A 1, BLOCK 2H, LOTS 1A-17A, BLOCK 3H, LOTS 1A-19A, BLOCK 4H, LOTS 1A-21A, BLOCK 5H, LOTS 1A-40A, BLOCK 6H, LOTS 1A-12A, BLOCK 7H, LOTS 1A-34A, BLOCK 8H, LOTS 1A-25A, BLOCK 9H, LOTS 1A-14A, BLOCK 10H, LOTS 1A-34A, BLOCK 11H, LOTS 1A-17A	
<b>REPLAT</b> <b>A RESUBDIVISION OF RABBIT CREEK HEIGHTS SUBDIVISION (Plat 70-381)</b> Containing 194.349 acres	
BOTH LOCATED WITHIN THE E1/2 W1/2 AND THE W1/2 E1/2 OF SEC. 1, T. 11 N., R. 3 W., S. M., AK Containing a Total of 320.189 acres	
DATE: August 9, 2004	GRID: 3240-41, 3340-41
SCALE: As Shown	COVER SHEET: 1 OF 1



**NOTES**

- PURPOSE and AUTHORIZATION:
- This is a resubdivision of Rabbit Creek View Subdivision (P70-133) and two subsequent resubdivisions, P73-161 and P92-24, and of Rabbit Creek Heights Subdivision (P70-381). It is based on a retracement survey of the boundary of and lots within the two subdivisions. It was undertaken to correct gross survey and plotting errors. The subdivisions have been determined to be defective in accordance with criteria established in Ch. 43 of Temporary and Special Acts 1995 of the Alaska Statutes (Manifestly Defective Surveys), by Civil Action JAN-98-11718, and as set forth in Final Judgment dated March 31, 2004. All changes and decisions of the Court are incorporated in this Replat; and any title, rights, and interests that are held or may be held in the original lots extinguished by this action are transferred to the new lots. The Court has jurisdiction over the resubdividing process for the property owners funded through an assessment district process. The Municipality of Anchorage's Title 21 plat approval process is not applicable to this resubdivision.
- BOUNDARY CONTROL DIAGRAM:
- Record information shown on the Boundary Control Diagram is from:
    - Plat of Township No. 11 North, Range No. 3 West of the Seward Meridian, AK, Accepted October 28, 1954 (BLM)
    - Plat of Mountain Vale Subdivision (Plat 68-6)
    - Plat of Rabbit Creek View Subdivision (Plat 70-133)
    - Plat of Rabbit Creek Heights Subdivision (Plat 70-381)
    - Plat of Cinerama Terrace Subdivision (Plat 83-547)
    - Plat of Rabbit Creek View Subdivision Lots 6A, 6B, 6C Block 2 (Plat 92-24)
  - The record distance of 1319.06' for the north boundary of Rabbit Creek View west of the N 1/4 corner shown on the Boundary Control Diagram is one-half of the record (P70-133) distance between the 1/4 corner and the section corner (2638.12'). The sum of the sub-distances for this course on P70-133 (658.12' and 660.49') is 1318.61'. This discrepancy is likely due to a transposition on P70-133: 660.49' should be 660.94'.
  - The plat of Rabbit Creek View gives six sub-distances along the east subdivision boundary that total 3687.46' (330.00', 1054.12', 728.00', 445.50', 500.00', 629.84'). From record lot dimensions, the total is actually 3912.96' (330.00' + 1054.12' + 923.50' + 475.50' + 500.00' + 629.84').
- GENERAL PLAT NOTES:
- Rabbit Creek View (RCV) and Rabbit Creek Heights (RCH) Subdivisions are combined on this plat. Blocks formerly in RCV are suffixed "V" (Block 1V, e.g.) and blocks formerly in RCH are suffixed "H" (Block 1H, e.g.). Reference is made hereon to RCV and RCH for informational purposes.
  - Plats 70-133 and 70-381 contained numerous mathematical errors, and the retracement uncovered a multitude of errors in the survey. The rationale used to resolve the subdivisions' interior boundaries was based on a combination of recovered monumentation and the intent of the original plat. Findings and methodologies are detailed in the Complaint and other court documents. Little comparison to record dimensional data is noted on this plat as it would be complex and largely meaningless. As part of the re-monumentation effort, all existent interior monumentation was removed.
  - The bearings shown hereon are local plane bearings as oriented to the Basis of Bearing, and distances are reduced to horizontal field distances.
  - Distance discrepancies, due to rounding, of 0.01' may be noted hereon.
  - Primary monuments set this survey are magnetized aluminum post monuments having a 30" x 2 1/2" O.D. shaft, 3 1/4" diameter alum. cap, and a flanged base, OR a 3 1/4" aluminum cap on a 48" x 3/4" aluminum drive rod.
  - Secondary monuments set this survey are 5/8" x 30" rebar with 1 3/4" diameter orange plastic caps. Unless shown otherwise, all block, lot and tract corners are staked with secondary monuments.
  - Little Rabbit Creek is shown hereon for informational purposes. The creek and other planimetric features are from photogrammetric mapping performed by AeroMap U.S. from low level aerial photography dated 5-21-97 and control provided by Kean and Associates.
  - Right-of-way widths are to the exact foot shown (33' implies 33.00', e.g.).
  - All lot lines are non-radial, unless otherwise noted.
  - Lots fronting on cul-de-sacs shall have no direct vehicular access to Carl or Nickleen Streets.
  - This subdivision, at the time of filing, is not served by public water and sewer facilities. No on-site water and/or sewage disposal facility may be constructed without prior approval of the Municipality's Dept. of Health and Human Services.
- EASEMENTS
- Easements shown hereon by dashed lines (see Legend) are carried forward from the record plats or are being dedicated to this plat. Unless otherwise noted they are 10' Utility Easements. Those dedicated this plat are noted "Dedicated This Plat".
  - Easements of record (except general easements) are indicated by an easement number ("V-1", "H-1", e.g.) in an oval placed within the affected lots, and the location by shading and/or hatching. Recorded easements are existent and not dedicated this plat. Additional information is given in the "Easement Interests of Record" tables (Sheets 3 & 4).
  - The locations of easements of record shown on this plat were interpreted from the descriptions on the recorded instruments. Chugach Electric Association, Inc. (CEA) has reviewed the locations of its easements as shown on this plat and concurs they are accurate as to intent.
  - CEA general easements (Bk 111, Pg 156 and Bk 111, Pg 157) pre-date P70-133, P70-281, P73-161, and P92-24 and encumber all lots in this subdivision except those for which a "Release of General ROW with Specific Easement Reserved" is noted in the tables of Easement Interests. Rights established under the foregoing easements by location of facilities are unaffected by this plat. Anchor and guy easements shown are per record plats and recorded instruments and may not reflect actual anchor and guy locations.
  - By final judgment entered in Case Number JAN-98-11718 Civil on MARCH 31, 2004, the Superior Court determined that the statute authorizing that action did not require adjudication of claims to prescriptive rights within the Rabbit Creek View Subdivision or the Rabbit Creek Heights Subdivision. Any and all claims of prescriptive rights, whether or not presently accrued, are and shall remain unaffected by this plat.

**MUNICIPAL SURVEYOR'S STATEMENT**

I, Thomas Knox, Municipal Surveyor, have reviewed the certificates, notes, plat boundary, lot line information and monumentation shown hereon. The plat meets municipal standards.

*Thomas W. Knox* 5/29/04  
 Thomas W. Knox, Municipal Surveyor Date

**TAX CERTIFICATION**

Not applicable under MANIFESTLY DEFECTIVE SURVEY act. See APPROVAL AND AUTHORITY.

**APPROVAL AND AUTHORITY**

The Alaska Superior Court, Third Judicial District, in Action No. JAN-98-11718 Civil in accordance with the criteria set forth in Ch. 43 of Temporary and Special Acts 1995 of the Alaska Statutes, MANIFESTLY DEFECTIVE SURVEYS, has approved the "Plat of Rabbit Creek View and Rabbit Creek Heights Subdivision Replat" as a replacement for Rabbit Creek View Subdivision (P70-133, P73-161, and P92-24) and Rabbit Creek Heights Subdivision (P70-381).

In accordance with that judgment entered the 31st day of March, 2004 and recorded as Serial No. 2004-022267-0, Anchorage Recording District, Third Judicial District, State of Alaska.

**ACCEPTANCE AND DEDICATION BY THE MUNICIPALITY OF ANCHORAGE**

The Municipality of Anchorage hereby accepts for public uses and for public purposes the easements dedicated on this plat.

Dated at Anchorage, Alaska this 23 day of June, 2004

*Paula S. Drunt* *P. Nelson*  
 Municipal Clerk Mayor of Anchorage

**BOUNDARY CONTROL DIAGRAM**

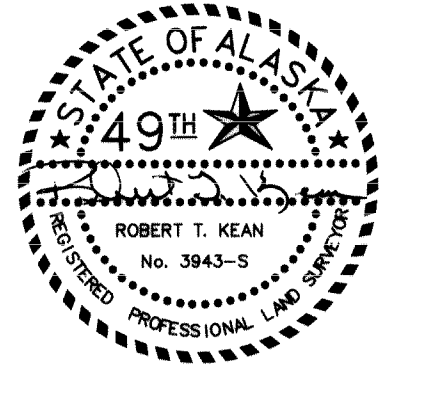
**LEGEND**

- BLM Monument Recovered
- Primary Monument Recovered
- Iron Pipe Monument Recovered
- Primary Monument Set This Survey - see Note 9
- Alum. Cap Secondary Monument Set This Survey - see Note 10
- (70-133) Record Information, Plat 70-133
- (M) Measured
- (C) Computed Distance
- (PR) Prorated Distance
- RCV Rabbit Creek View
- RCH Rabbit Creek Heights

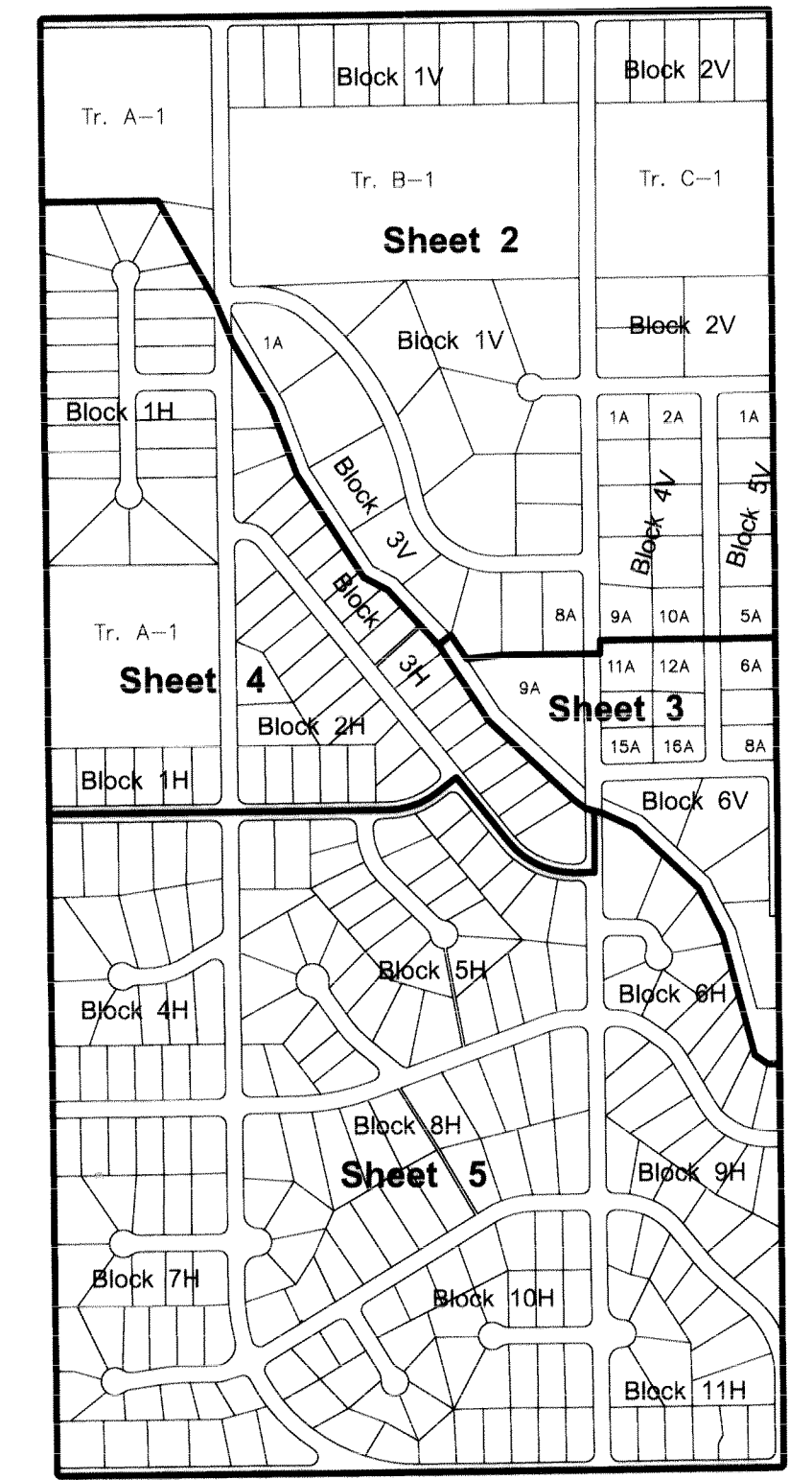
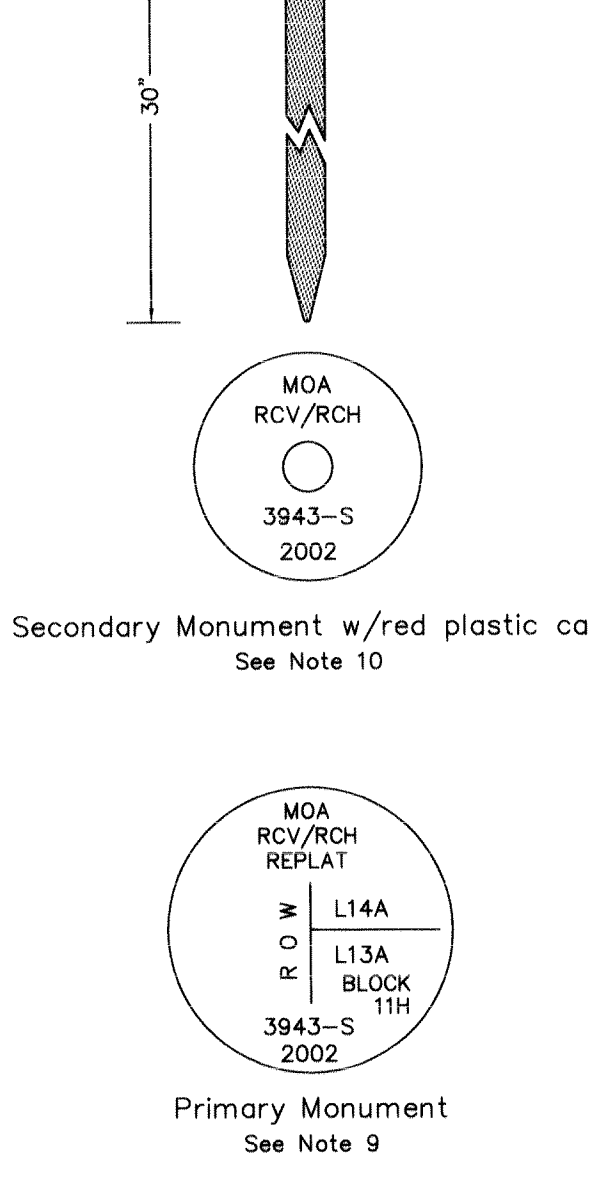
**SURVEYOR'S CERTIFICATE**

I, Robert T. Kean, professional land surveyor, do hereby certify that this plat of Rabbit Creek View and Rabbit Creek Heights Subdivision Replat is a true and correct representation of lands actually surveyed, that the distances and bearings are shown correctly, and that all permanent exterior control monuments and all other monuments and lot corners have been set and staked in accordance with municipal standards. This plat incorporates all decisions rendered in the Final Judgment of Superior Court Action No. JAN-98-11718 Civil.

4-15-04  
 Date  
*Robert T. Kean*  
 Robert T. Kean, RLS No. 3943-S



**TYPICAL CAP MARKINGS**



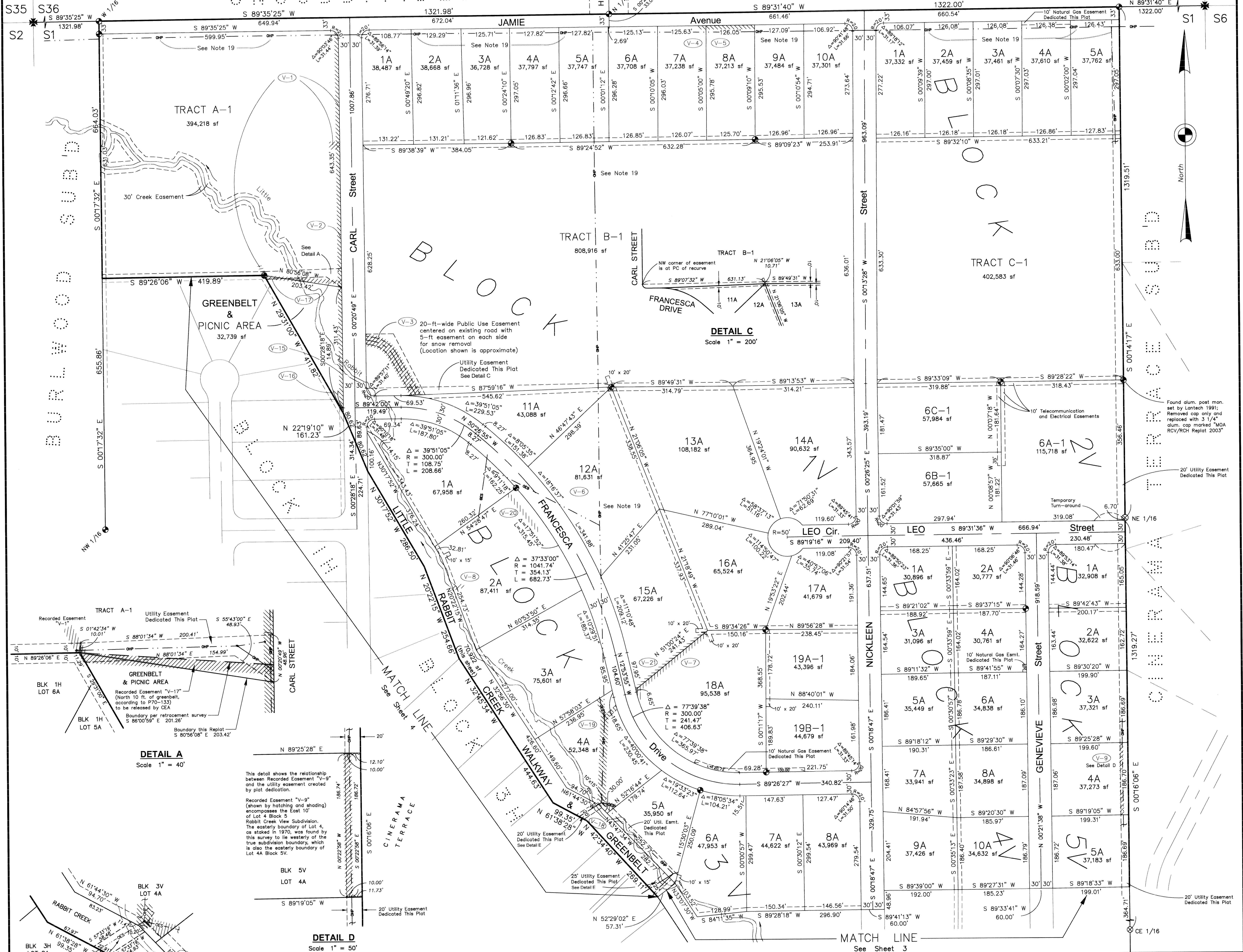
**SHEET INDEX**

<b>DATE OF RETRACEMENT SURVEY</b> Beginning 9-7-97 Ending 11-98		PREPARED FOR <b>RABBIT CREEK VIEW &amp; RABBIT CREEK HEIGHTS SUBDIVISION</b> <b>SPECIAL SURVEY ASSESSMENT DISTRICT V96</b> Municipality of Anchorage, Department of Public Works P.O. Box 196650, Anchorage, AK 99519	
<b>DATE OF SUBDIVISION SURVEY AND RE-MONUMENTATION</b> Beginning 5-02 Ending 9-03		<b>AS APPROVED BY THE ALASKA SUPERIOR COURT, THIRD JUDICIAL DISTRICT PURSUANT TO CH. 43, TEMPORARY AND SPECIAL ACTS 1995, ALASKA STATUTES, "MANIFESTLY DEFECTIVE SURVEYS"</b> Final Judgment Dated March 31, 2004 in Civil Action No. JAN-98-11718 Recorded as Serial No. 2004-022267-0, Anchorage Recording District, 3rd Judicial District, Alaska	
<b>NAME OF SURVEYOR</b> <b>KEAN &amp; ASSOCIATES</b> 6927 Old Seward Hwy, Suite 101 Anchorage AK 99518		<b>PLAT OF</b> <b>RABBIT CREEK VIEW &amp; RABBIT CREEK HEIGHTS SUBDIVISION REPLAT</b> A RESUBDIVISION OF RABBIT CREEK VIEW SUBDIVISION (Plats 70-133, 73-161 & 92-24) AND RABBIT CREEK HEIGHTS SUBDIVISION (Plat 70-381) Containing 194.349 acres	
<b>DRAWN:</b> SJW <b>CHECKED:</b> RTK		<b>BOTH LOCATED WITHIN</b> <b>THE E1/2 W1/2 AND THE W1/2 E1/2 OF SEC. 1, T. 11 N., R. 3 W., S. M., AK</b> Containing a Total of 320.189 acres	
<b>PROJ. NO.</b> 97118, 99106		<b>DATE:</b> April 9, 2004 <b>GRID:</b> 3240-41, 3340-41 <b>SCALE:</b> 1" = 300' <b>SHEET:</b> 1 OF 5	

ANCHORAGE RECORDING DISTRICT 2004-91

UNSUBDIVIDED

UNSUBDIVIDED



DETAIL A  
Scale 1" = 40'

This detail shows the relationship between Recorded Easement "V-9" and the utility easement created by plat dedication.

Recorded Easement "V-9" (shown by hatching and shading) encompasses the East 10' of Lot 4 Block 5 Rabbit Creek View Subdivision. The easterly boundary of Lot 4, as stated in 1970, was found by this survey to lie westerly of the true subdivision boundary, which is also the easterly boundary of Lot 4A Block 5V.

DETAIL D  
Scale 1" = 50'

DETAIL E  
Scale 1" = 50'

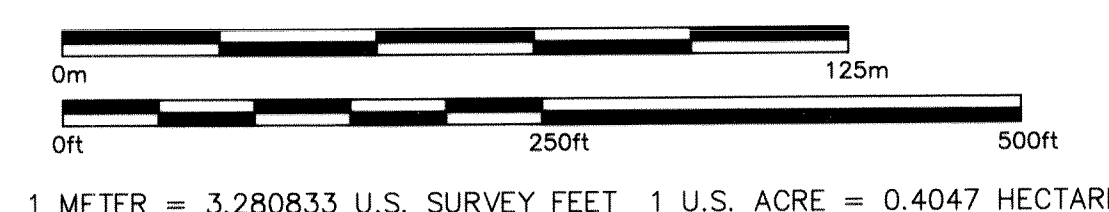
LEGEND

- ✱ BLM Monument Recovered
- ⊙ Primary Monument Recovered
- ⊙ Primary Monument Set (3 1/4" alum. cap)
- Platted Easement (Utility Easement unless otherwise noted; See Note 16)
- ⊖ Easement Interest Created by Instrument (See Note 17 and "Easement Interests of Record" table, Sheet 3)
- ⊖ Location of Easement Created by Instrument (See Note 18)
- RCV Rabbit Creek View
- RCH Rabbit Creek Heights
- OHP Overhead Power Line owned by CEA
- OES Overhead Electric Service Line owned by CEA
- CEA Chugach Electric Association

NOTES

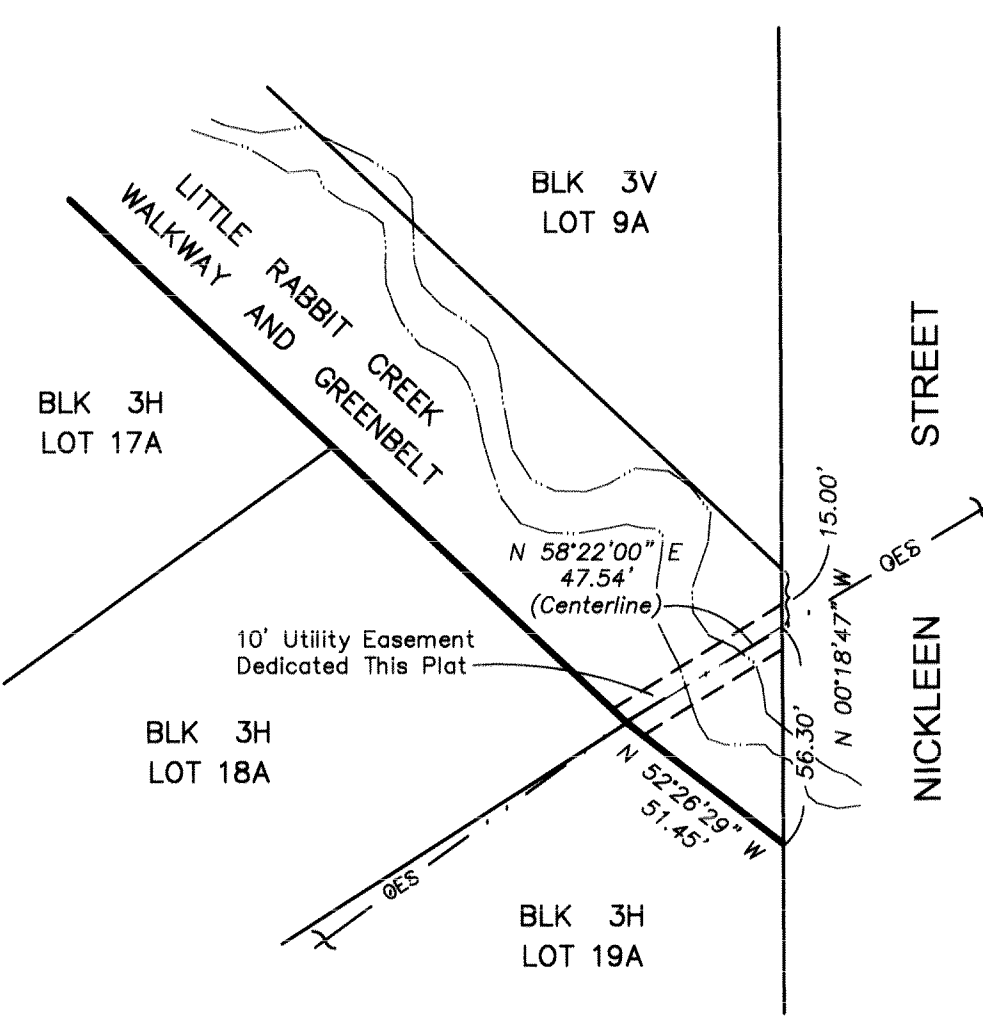
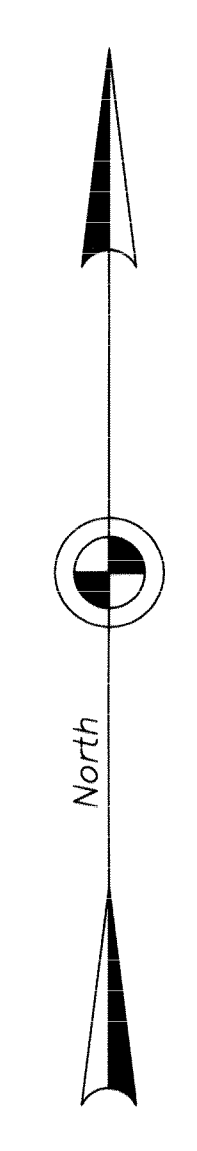
SEE SHEET 1

GRAPHIC SCALE

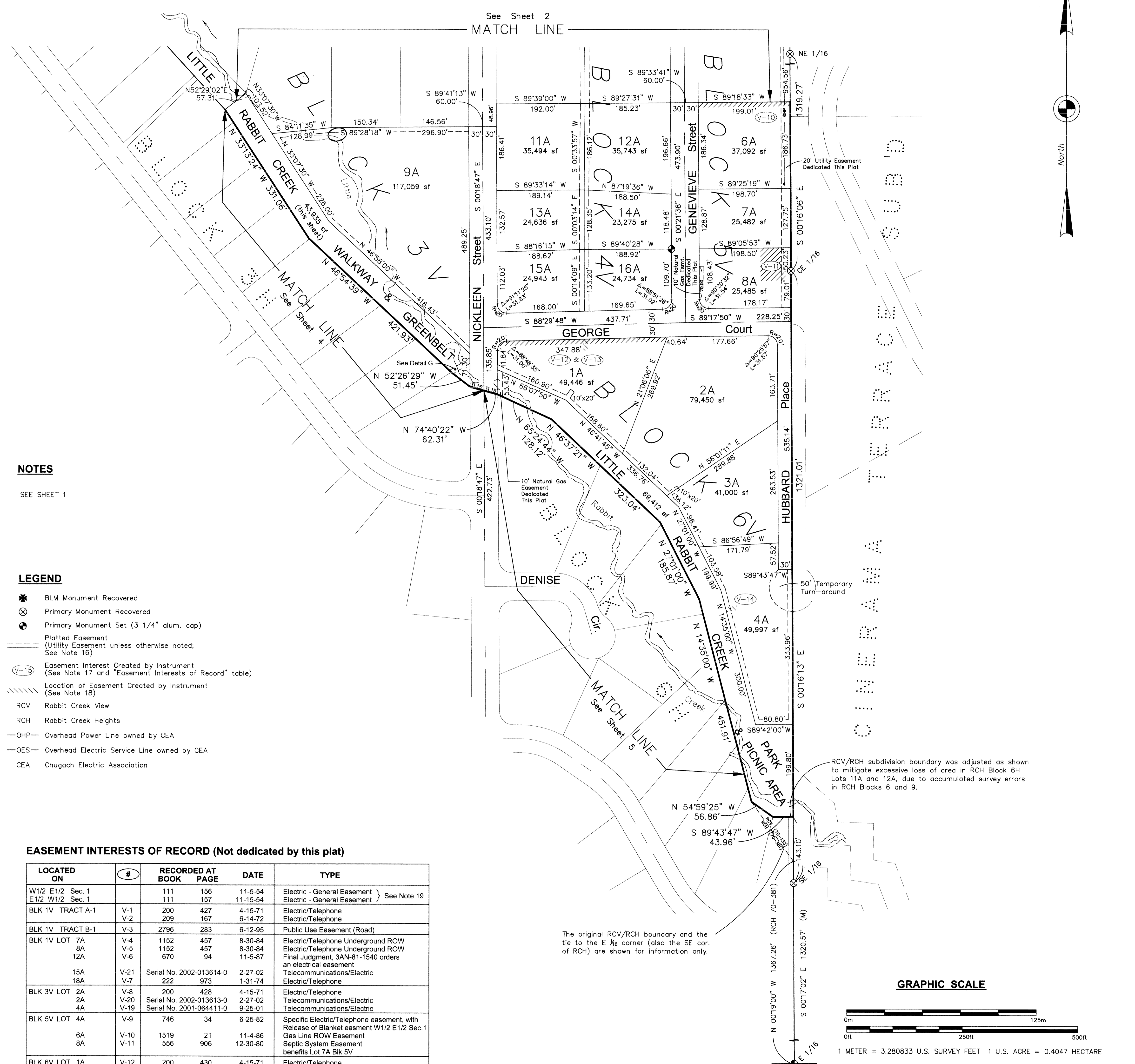


<p>DATE OF RETRACEMENT SURVEY Beginning 9-7-97 Ending 11-98</p>		<p>PREPARED FOR <b>RABBIT CREEK VIEW &amp; RABBIT CREEK HEIGHTS SUBDIVISION</b> <b>SPECIAL SURVEY ASSESSMENT DISTRICT IV96</b> Municipality of Anchorage, Department of Public Works P.O. Box 198650, Anchorage, AK 99519</p>	
<p>DATE OF SUBDIVISION SURVEY AND RE-MONUMENTATION Beginning 6-02 Ending 9-03</p>		<p>AS APPROVED BY THE ALASKA SUPERIOR COURT, THIRD JUDICIAL DISTRICT PURSUANT TO CH.43, TEMPORARY AND SPECIAL ACTS 1995, ALASKA STATUTES, "MANIFESTLY DEFECTIVE SURVEYS"  Final Judgment Dated March 31, 2004 in Civil Action No. 3AN-98-11718 Recorded as Serial No. 2004-022267-0, Anchorage Recording District, 3rd Judicial District, Alaska</p>	
<p>NAME OF SURVEYOR <b>KEAN &amp; ASSOCIATES</b> 6927 Old Seward Highway, Suite 101 Anchorage AK 99518</p>		<p>PLAT OF <b>RABBIT CREEK VIEW &amp; RABBIT CREEK HEIGHTS SUBDIVISION REPLAT</b> A RESUBDIVISION OF RABBIT CREEK VIEW SUBDIVISION (Plats 70-133, 73-161 &amp; 92-24) Containing 125.840 acres AND A RESUBDIVISION OF RABBIT CREEK HEIGHTS SUBDIVISION (Plat 70-381) Containing 194.349 acres</p>	
<p>DRAWN: SJW CHECKED: RTK</p>		<p>BOTH LOCATED WITHIN <b>THE E1/2 W1/2 AND THE W1/2 E1/2 OF SEC. 1, T. 11 N., R. 3 W., S. M., AK</b> Containing a Total of 320.189 acres</p>	
<p>PROJ. NO. 97118, 99106</p>		<p>DATE: April 9, 2004 GRID: 3240-41, 3340-41 SCALE: 1" = 100' SHEET: 2 OF 5</p>	

ANCHORAGE RECORDING DISTRICT 2004-91



**DETAIL G**  
Scale 1" = 50'



**NOTES**

SEE SHEET 1

**LEGEND**

- ★ BLM Monument Recovered
- ⊗ Primary Monument Recovered
- ⊙ Primary Monument Set (3 1/4" alum. cap)
- Platted Easement (Utility Easement unless otherwise noted; See Note 16)
- (V-15) Easement Interest Created by Instrument (See Note 17 and "Easement Interests of Record" table)
- //// Location of Easement Created by Instrument (See Note 18)
- RCV Rabbit Creek View
- RCH Rabbit Creek Heights
- OHP- Overhead Power Line owned by CEA
- OES- Overhead Electric Service Line owned by CEA
- CEA Chugach Electric Association

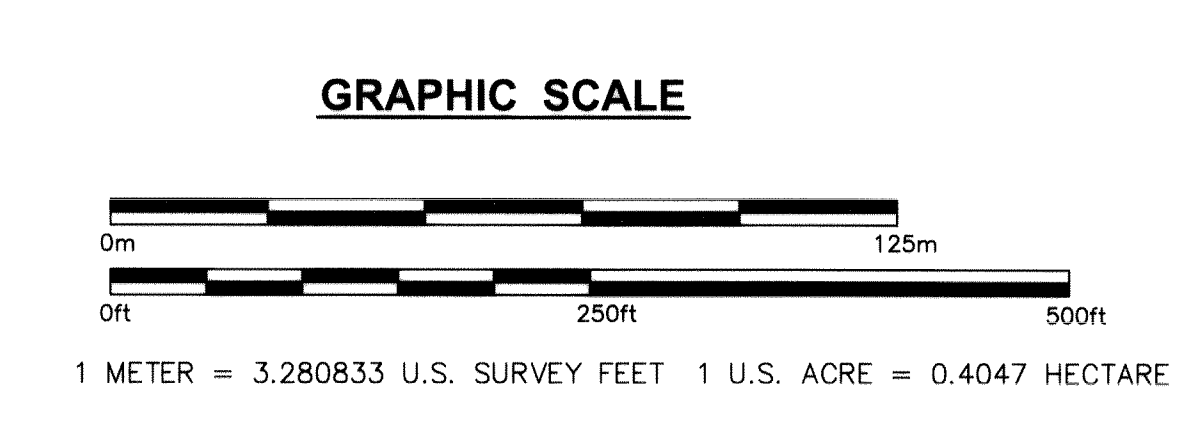
**EASEMENT INTERESTS OF RECORD (Not dedicated by this plat)**

LOCATED ON	#	RECORDED AT BOOK	RECORDED AT PAGE	DATE	TYPE
W1/2 E1/2 Sec. 1		111	156	11-5-54	Electric - General Easement
E1/2 W1/2 Sec. 1		111	157	11-15-54	Electric - General Easement
BLK 1V TRACT A-1	V-1	200	427	4-15-71	Electric/Telephone
	V-2	209	167	6-14-72	Electric/Telephone
BLK 1V TRACT B-1	V-3	2796	283	6-12-95	Public Use Easement (Road)
BLK 1V LOT 7A	V-4	1152	457	8-30-84	Electric/Telephone Underground ROW
8A	V-5	1152	457	8-30-84	Electric/Telephone Underground ROW
12A	V-6	670	94	11-5-87	Final Judgment, 3AN-81-1540 orders an electrical easement
15A	V-21	Serial No. 2002-013614-0		2-27-02	Telecommunications/Electric
18A	V-7	222	973	1-31-74	Electric/Telephone
BLK 3V LOT 2A	V-8	200	428	4-15-71	Electric/Telephone
2A	V-20	Serial No. 2002-013613-0		2-27-02	Telecommunications/Electric
4A	V-19	Serial No. 2001-064411-0		9-25-01	Telecommunications/Electric
BLK 5V LOT 4A	V-9	746	34	6-25-82	Specific Electric/Telephone easement, with Release of Blanket easment W1/2 E1/2 Sec.1
6A	V-10	1519	21	11-4-86	Gas Line ROW Easement
8A	V-11	556	906	12-30-80	Septic System Easement
BLK 6V LOT 1A	V-12	200	430	4-15-71	Electric/Telephone
1A	V-13	216	970	6-18-73	Electric/Telephone
4A	V-14	203	862	7-28-71	Electric/Telephone
GREENBELT W. OF CARL	V-15	209	167	6-14-72	Electric/Telephone
	V-16	224	350	3-21-74	Telephone
	V-17	101	311	5-13-76	Electric/Telephone
GREENBELT BETWEEN CARL & NICKLEEN	V-18	1353	68	11-25-85	Municipal ROW Permit For Overhead Electrical Powerline

**WATER RIGHTS**

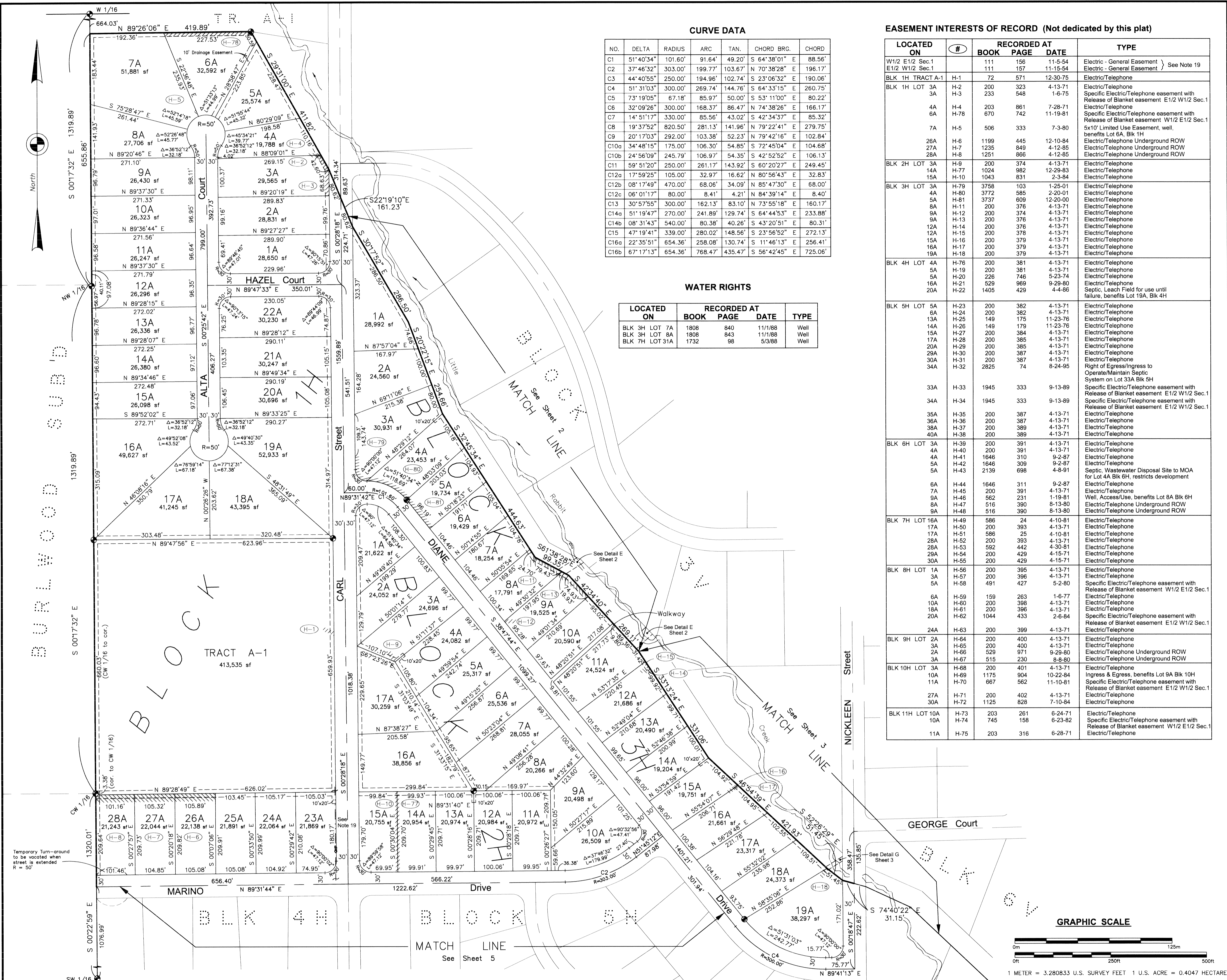
LOCATED ON	RECORDED AT BOOK	RECORDED AT PAGE	DATE	TYPE
BLK 5V LOT 7A	1719	108	3/25/88	Well
BLK 1V LOT 12A	1196	325	12/4/84	Well

The original RCV/RCH boundary and the tie to the E 1/4 corner (also the SE cor. of RCH) are shown for information only.



<b>DATE OF RETRACEMENT SURVEY</b> Beginning 9-7-97 Ending 11-98	PREPARED FOR <b>RABBIT CREEK VIEW &amp; RABBIT CREEK HEIGHTS SUBDIVISION</b> <b>SPECIAL SURVEY ASSESSMENT DISTRICT IV96</b> Municipality of Anchorage, Department of Public Works P.O. Box 196650, Anchorage, AK 99519
<b>DATE OF SUBDIVISION SURVEY AND RE-MONUMENTATION</b> Beginning 5-02 Ending 9-03	AS APPROVED BY THE ALASKA SUPERIOR COURT, THIRD JUDICIAL DISTRICT PURSUANT TO CH.43, TEMPORARY AND SPECIAL ACTS 1985, ALASKA STATUTES, "MANIFESTLY DEFECTIVE SURVEYS" Final Judgment Dated March 31, 2004 in Civil Action No. 3AN-88-11718 Recorded as Serial No. 2004-022267-0, Anchorage Recording District, 3rd Judicial District, Alaska
<b>NAME OF SURVEYOR</b> <b>KEAN &amp; ASSOCIATES</b> 6927 Old Seward Highway Suite 101 Anchorage AK 99518	PLAT OF <b>RABBIT CREEK VIEW &amp; RABBIT CREEK HEIGHTS SUBDIVISION REPLAT</b> A RESUBDIVISION OF RABBIT CREEK VIEW SUBDIVISION (Plats 70-133, 73-161 & 92-24) Containing 125,840 acres AND A RESUBDIVISION OF RABBIT CREEK HEIGHTS SUBDIVISION (Plat 70-381) Containing 194,349 acres
<b>DRAWN:</b> SJW <b>CHECKED:</b> RTK	BOTH LOCATED WITHIN <b>THE E1/2 W1/2 AND THE W1/2 E1/2 OF SEC. 1, T. 11 N., R. 3 W., S. M., AK</b> Containing a Total of 320,189 acres
<b>PROJ. NO.</b> 97118, 99106	<b>DATE:</b> April 9, 2004 <b>GRID:</b> 3240-41, 3340-41 <b>SCALE:</b> 1" = 100' <b>SHEET:</b> 3 OF 5

ANCHORAGE RECORDING DISTRICT 2004-91



**CURVE DATA**

NO.	DELTA	RADIUS	ARC	TAN.	CHORD BRG.	CHORD
C1	51°40'34"	101.60'	91.64'	49.20'	S 64°38'01" E	88.56'
C2	37°46'32"	303.00'	199.77'	103.67'	N 70°38'28" E	196.17'
C3	44°40'55"	250.00'	194.96'	102.74'	S 23°06'32" E	190.06'
C4	51°31'03"	300.00'	269.74'	144.76'	S 64°33'15" E	260.75'
C5	73°19'05"	67.18'	85.97'	50.00'	S 53°11'00" E	80.22'
C6	32°09'26"	300.00'	168.37'	86.47'	N 74°38'26" E	166.17'
C7	14°51'17"	330.00'	85.56'	43.02'	S 42°34'37" E	85.32'
C8	19°37'52"	820.50'	281.13'	141.96'	N 79°22'41" E	279.75'
C9	20°17'03"	292.00'	103.38'	52.23'	N 79°42'16" E	102.84'
C10a	34°48'15"	175.00'	106.30'	54.85'	S 72°45'04" E	104.68'
C10b	24°56'09"	245.79'	106.97'	54.35'	S 42°52'52" E	106.13'
C11	59°51'20"	250.00'	261.17'	143.92'	S 60°20'27" E	249.45'
C12a	17°59'25"	105.00'	32.97'	16.62'	N 80°56'43" E	32.83'
C12b	08°17'49"	470.00'	68.06'	34.09'	N 85°47'30" E	68.00'
C12c	06°01'17"	80.00'	8.41'	4.21'	N 84°39'14" E	8.40'
C13	30°57'55"	300.00'	162.13'	83.10'	N 73°55'18" E	160.17'
C14a	51°19'47"	270.00'	241.89'	129.74'	S 64°44'53" E	233.88'
C14b	08°31'43"	540.00'	80.38'	40.26'	S 43°20'51" E	80.31'
C15	47°19'41"	339.00'	280.02'	148.56'	S 23°56'52" E	272.13'
C16a	22°35'51"	654.36'	258.08'	130.74'	S 11°46'13" E	256.41'
C16b	67°17'13"	654.36'	768.47'	435.47'	S 56°42'45" E	725.06'

**WATER RIGHTS**

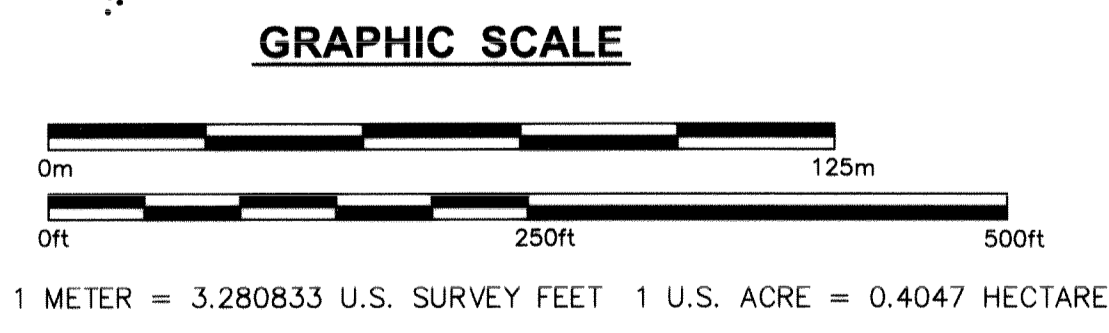
LOCATED ON	RECORDED AT BOOK	RECORDED AT PAGE	RECORDED AT DATE	TYPE
BLK 3H LOT 7A	1808	840	11/1/88	Well
BLK 3H LOT 8A	1808	843	11/1/88	Well
BLK 7H LOT 31A	1732	98	5/3/88	Well

**EASEMENT INTERESTS OF RECORD (Not dedicated by this plat)**

LOCATED ON	#	RECORDED AT BOOK	RECORDED AT PAGE	RECORDED AT DATE	TYPE	
W1/2 E1/2 Sec. 1 E1/2 W1/2 Sec. 1		111	156	11-5-54	Electric - General Easement	
		111	157	11-15-54	Electric - General Easement	
BLK 1H TRACT A-1	H-1	72	571	12-30-75	Electric/Telephone	
BLK 1H LOT 3A	H-2	200	323	4-13-71	Electric/Telephone	
	H-3	233	548	1-6-75	Specific Electric/Telephone easement with Release of Blanket easement E1/2 W1/2 Sec. 1	
	4A	203	861	7-28-71	Electric/Telephone	
	6A	670	742	11-19-81	Specific Electric/Telephone easement with Release of Blanket easement W1/2 E1/2 Sec. 1	
	7A	506	333	7-3-80	5x10' Limited Use Easement, well, benefits Lot 6A, Blk 1H	
	26A	1199	445	12-10-84	Electric/Telephone Underground ROW	
	27A	1235	849	4-12-85	Electric/Telephone Underground ROW	
	28A	1251	866	4-12-85	Electric/Telephone Underground ROW	
BLK 2H LOT 3A	H-9	200	374	4-13-71	Electric/Telephone	
	14A	1024	982	12-29-83	Electric/Telephone	
	15A	1043	831	2-3-84	Electric/Telephone	
BLK 3H LOT 3A	H-9	3758	103	1-25-01	Electric/Telephone	
	4A	3772	585	2-20-01	Electric/Telephone	
	5A	3737	609	12-20-00	Electric/Telephone	
	8A	200	376	4-13-71	Electric/Telephone	
	9A	200	374	4-13-71	Electric/Telephone	
	9A	200	376	4-13-71	Electric/Telephone	
	12A	200	376	4-13-71	Electric/Telephone	
	12A	200	378	4-13-71	Electric/Telephone	
	15A	200	379	4-13-71	Electric/Telephone	
	16A	200	379	4-13-71	Electric/Telephone	
	19A	200	379	4-13-71	Electric/Telephone	
BLK 4H LOT 4A	H-76	200	381	4-13-71	Electric/Telephone	
	5A	200	381	4-13-71	Electric/Telephone	
	5A	226	746	5-23-74	Electric/Telephone	
	16A	529	969	9-29-80	Electric/Telephone	
	20A	1405	429	4-4-86	Septic, Leach Field for use until failure, benefits Lot 19A, Blk 4H	
BLK 5H LOT 5A	H-23	200	382	4-13-71	Electric/Telephone	
	13A	H-25	149	175	11-23-76	Electric/Telephone
	14A	H-26	149	179	11-23-76	Electric/Telephone
	15A	H-27	200	384	4-13-71	Electric/Telephone
	17A	H-28	200	385	4-13-71	Electric/Telephone
	20A	H-29	200	385	4-13-71	Electric/Telephone
	29A	H-30	200	387	4-13-71	Electric/Telephone
	30A	H-31	200	387	4-13-71	Electric/Telephone
	34A	H-32	2825	74	8-24-95	Right of Egress/Ingress to Operate/Maintain Septic System on Lot 33A Blk 5H
	33A	H-33	1945	333	9-13-89	Specific Electric/Telephone easement with Release of Blanket easement E1/2 W1/2 Sec. 1
	34A	H-34	1945	333	9-13-89	Specific Electric/Telephone easement with Release of Blanket easement E1/2 W1/2 Sec. 1
	35A	H-35	200	387	4-13-71	Electric/Telephone
	36A	H-36	200	387	4-13-71	Electric/Telephone
	38A	H-37	200	389	4-13-71	Electric/Telephone
	40A	H-38	200	389	4-13-71	Electric/Telephone
BLK 6H LOT 3A	H-39	200	391	4-13-71	Electric/Telephone	
	4A	H-40	200	391	4-13-71	Electric/Telephone
	4A	H-41	1646	310	9-2-87	Electric/Telephone
	5A	H-42	1646	309	9-2-87	Electric/Telephone
	5A	H-43	2139	698	4-8-91	Septic, Wastewater Disposal Site to MOA for Lot 4A Blk 6H, restricts development
	6A	H-44	1646	311	9-2-87	Electric/Telephone
	7A	H-45	200	391	4-13-71	Electric/Telephone
	9A	H-46	562	231	1-19-81	Well, Access/Use, benefits Lot 8A Blk 6H
	8A	H-47	516	390	8-13-80	Electric/Telephone Underground ROW
	9A	H-48	516	390	8-13-80	Electric/Telephone Underground ROW
BLK 7H LOT 16A	H-49	586	24	4-10-81	Electric/Telephone	
	17A	H-50	200	393	4-13-71	Electric/Telephone
	17A	H-51	586	25	4-10-81	Electric/Telephone
	28A	H-52	200	393	4-13-71	Electric/Telephone
	28A	H-53	562	442	4-30-81	Electric/Telephone
	29A	H-54	200	429	4-15-71	Electric/Telephone
	30A	H-55	200	429	4-15-71	Electric/Telephone
BLK 8H LOT 1A	H-56	200	395	4-13-71	Electric/Telephone	
	3A	H-57	200	396	4-13-71	Electric/Telephone
	5A	H-58	491	427	5-2-80	Specific Electric/Telephone easement with Release of Blanket easement W1/2 E1/2 Sec. 1
	6A	H-59	159	263	1-6-77	Electric/Telephone
	10A	H-60	200	398	4-13-71	Electric/Telephone
	18A	H-61	200	398	4-13-71	Electric/Telephone
	20A	H-62	1044	433	2-6-84	Specific Electric/Telephone easement with Release of Blanket easement E1/2 W1/2 Sec. 1
	24A	H-63	200	399	4-13-71	Electric/Telephone
BLK 9H LOT 2A	H-64	200	400	4-13-71	Electric/Telephone	
	3A	H-65	200	400	4-13-71	Electric/Telephone
	2A	H-66	529	971	9-29-80	Electric/Telephone Underground ROW
	3A	H-67	515	230	8-8-80	Electric/Telephone
BLK 10H LOT 3A	H-68	200	401	4-13-71	Electric/Telephone	
	10A	H-69	1175	904	10-22-84	Ingress & Egress, benefits Lot 9A Blk 10H
	11A	H-70	667	562	11-10-81	Specific Electric/Telephone easement with Release of Blanket easement E1/2 W1/2 Sec. 1
	27A	H-71	200	402	4-13-71	Electric/Telephone
	30A	H-72	1125	828	7-10-84	Electric/Telephone
BLK 11H LOT 10A	H-73	203	261	6-24-71	Electric/Telephone	
	10A	H-74	745	158	6-23-82	Specific Electric/Telephone easement with Release of Blanket easement W1/2 E1/2 Sec. 1
	11A	H-75	203	316	6-28-71	Electric/Telephone

- LEGEND**
- BLM Monument Recovered
  - Primary Monument Recovered
  - Primary Monument Set (3 1/4" alum. cap)
  - Platted Easement (Utility Easement unless otherwise noted; See Note 16)
  - Easement Interest Created by Instrument (See Note 17 and "Easement Interests of Record" table)
  - Location of Easement Created by Instrument (See Note 18)
  - RCV Rabbit Creek View
  - RCH Rabbit Creek Heights
  - OHP Overhead Power Line owned by CEA
  - CEA Chugach Electric Association

**NOTES**  
SEE SHEET 1



PREPARED FOR  
**RABBIT CREEK VIEW & RABBIT CREEK HEIGHTS SUBDIVISION**  
**SPECIAL SURVEY ASSESSMENT DISTRICT IV96**  
Municipality of Anchorage, Department of Public Works  
P.O. Box 196650, Anchorage, AK 99519

AS APPROVED BY THE ALASKA SUPERIOR COURT, THIRD JUDICIAL DISTRICT  
PURSUANT TO CH. 43, TEMPORARY AND SPECIAL ACTS 1995, ALASKA STATUTES,  
"MANIFESTLY DEFECTIVE SURVEYS"  
Final Judgment Dated March 31, 2004 in Civil Action No. 3AN-98-11718  
Recorded as Serial No. 2004-022267-0, Anchorage Recording District, 3rd Judicial District, Alaska

PLAT OF  
**RABBIT CREEK VIEW & RABBIT CREEK HEIGHTS**  
**SUBDIVISION REPLAT**  
A RESUBDIVISION OF RABBIT CREEK VIEW SUBDIVISION (Plats 70-133, 73-161 & 92-24)  
Containing 125.840 acres  
AND  
A RESUBDIVISION OF RABBIT CREEK HEIGHTS SUBDIVISION (Plat 70-381)  
Containing 194.349 acres

BOTH LOCATED WITHIN  
**THE E1/2 W1/2 AND THE W1/2 E1/2 OF SEC. 1, T. 11 N., R. 3 W., S. M., AK**  
Containing a Total of 320.189 acres

DATE OF RETRACEMENT SURVEY  
Beginning 9-7-97  
Ending 11-98

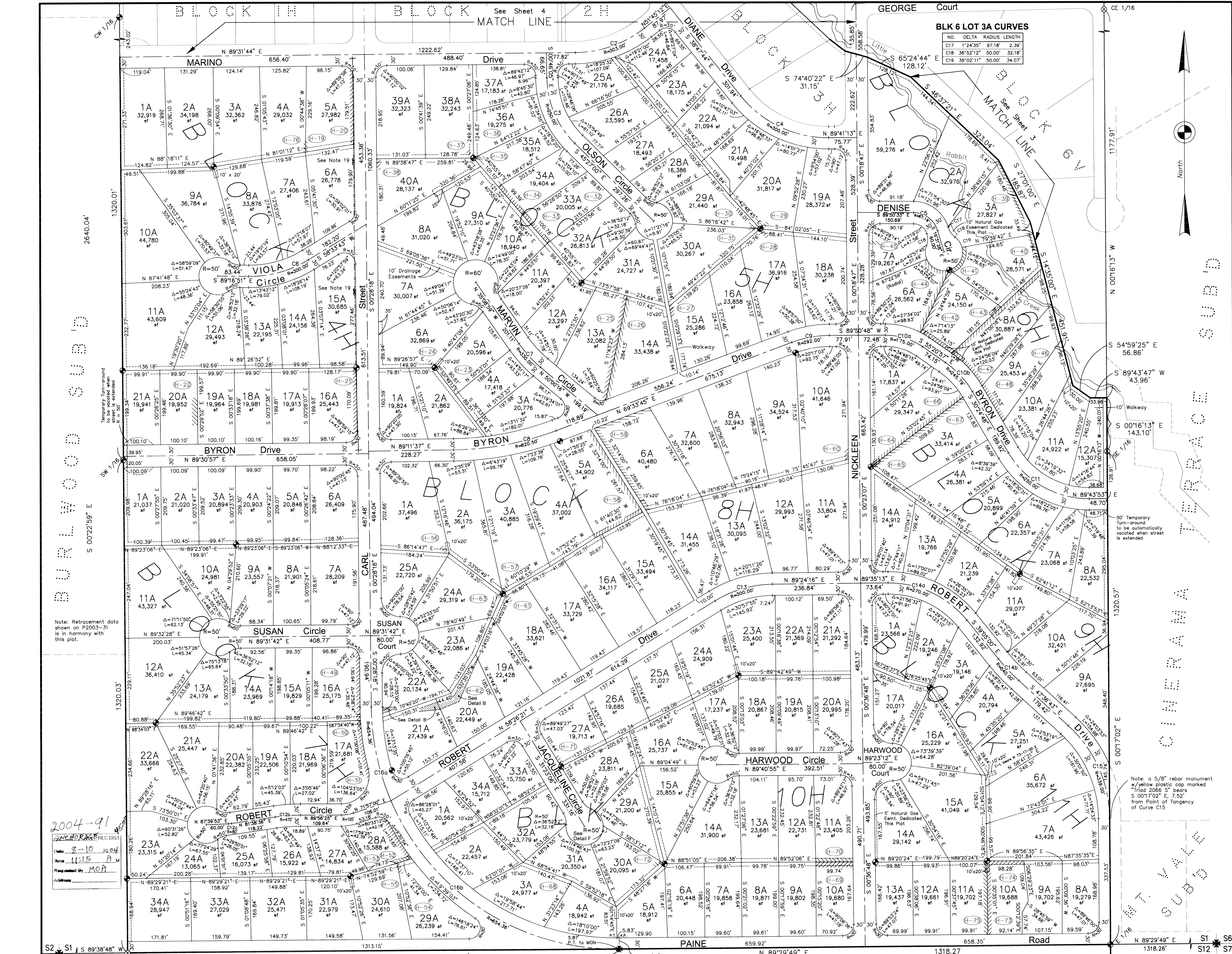
DATE OF SUBDIVISION SURVEY AND RE-MONUMENTATION  
Beginning 5-02  
Ending 9-03

NAME OF SURVEYOR  
**KEAN & ASSOCIATES**  
6927 Old Seward Highway Suite 101  
Anchorage AK 99518

DRAWN: SJW  
CHECKED: RTK

PROJ. NO. 97118, 99106  
DATE: April 9, 2004  
GRID: 3240-41, 3340-41  
SCALE: 1" = 100'  
SHEET: 4 OF 5

ANCHORAGE RECORDING DISTRICT 2004-91



**BLK 6 LOT 3A CURVES**

NO.	DELTA	RADIUS	LENGTH
C17	1°24'35"	97.18'	2.39'
C18	36°52'12"	50.00'	32.18'
C19	39°02'11"	50.00'	34.07'

Note: Retracement data shown on P2003-31 is in harmony with this plat.

Note: a 5/8" rebar monument w/ yellow plastic cap marked "Tried 2066 3" bears S 00°17'02" E, 7.52' from Point of Tangency of Curve C15

2004-91  
ANCHORAGE REC DIST  
Date: 8-10 2004  
Time: 11:15 A.M.  
Prepared by: MOA

**DETAIL B**  
Scale 1" = 60'

**KEY (Detail B)**

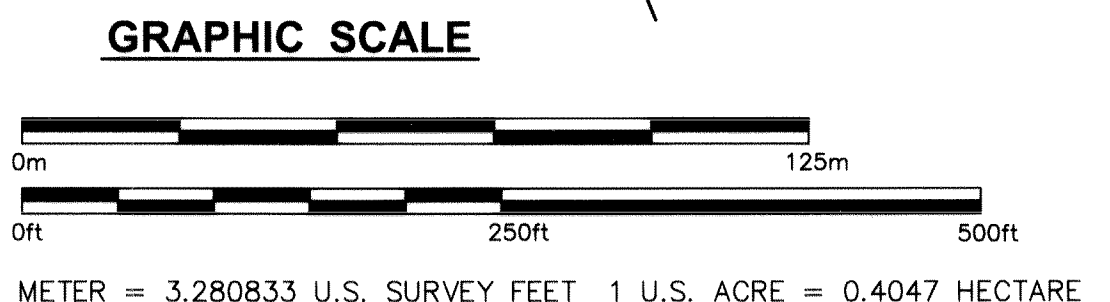
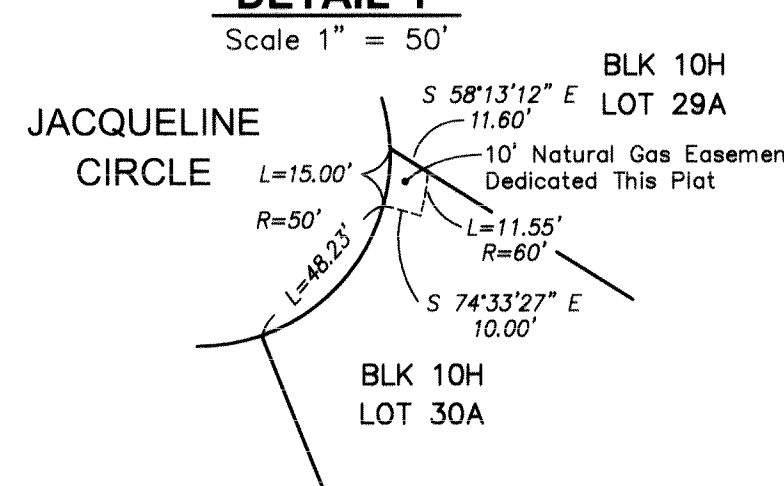
- Utility easement established by agreement of the parties and approved by the Superior Court (10' each side property line per this plat)
- Utility easement established by agreement of the parties and approved by the Superior Court, which easement shall be vacated if and when CEA replaces at one time substantially all of the electric facilities existing within said easement as of the date of this replat for a reason other than repair or damage caused by the negligent or intentional act of any of the owners of any of the lots burdened by this easement, or of their successors, assigns or agents
- (orig) Denotes boundaries as originally staked in 1970, as determined by retracement survey for this replat, which were revised according to an agreement by the owners of Lots 20, 21, 22, and 23 to be as shown on this plat
- Recorded Easement "H-62" (northwesterly 10' of Lot 20 as originally staked)

**LEGEND**

- BLM Monument Recovered
- Primary Monument Recovered
- Primary Monument Set (3 1/4" aluminum cap)
- Platted Easement (Utility Easement unless otherwise noted; See Note 16)
- Easement Interest Created by Instrument (See Note 17 & "Easement Interests of Record" table, Sheet 4)
- Location of Easement Created by Instrument (See Note 18)
- RCV Rabbit Creek View
- RCH Rabbit Creek Heights
- OHP Overhead Power Line owned by CEA
- CEA Chugach Electric Association
- A.P. Angle Point

**NOTES**

SEE SHEET 1



<b>DATE OF RETRACEMENT SURVEY</b>	Beginning 9-7-97 Ending 11-98
<b>DATE OF SUBDIVISION SURVEY AND RE-MONUMENTATION</b>	Beginning 5-02 Ending 9-03
<b>NAME OF SURVEYOR</b>	<b>KEAN &amp; ASSOCIATES</b> 6927 Old Seward Highway Suite 101 Anchorage AK 99516
<b>DRAWN:</b>	SJW
<b>CHECKED:</b>	RTK
<b>PROJ. NO.</b>	97118, 99106

<p>PREPARED FOR <b>RABBIT CREEK VIEW &amp; RABBIT CREEK HEIGHTS SUBDIVISION</b> <b>SPECIAL SURVEY ASSESSMENT DISTRICT IV96</b> Municipality of Anchorage, Department of Public Works P.O. Box 196650, Anchorage, AK 99519</p>	
<p>AS APPROVED BY THE ALASKA SUPERIOR COURT, THIRD JUDICIAL DISTRICT PURSUANT TO CH.43, TEMPORARY AND SPECIAL ACTS 1995, ALASKA STATUTES, "MANIFESTLY DEFECTIVE SURVEYS"</p> <p>Final Judgment Dated March 31, 2004 in Civil Action No. 3AN-98-11718 Recorded as Serial No. 2004-02267-0, Anchorage Recording District, 3rd Judicial District, Alaska</p>	
<p>PLAT OF <b>RABBIT CREEK VIEW &amp; RABBIT CREEK HEIGHTS SUBDIVISION REPLAT</b> A RE-SUBDIVISION OF RABBIT CREEK VIEW SUBDIVISION (Plats 70-133, 73-161 &amp; 92-24) Containing 125.840 acres AND A RE-SUBDIVISION OF RABBIT CREEK HEIGHTS SUBDIVISION (Plat 70-381) Containing 194.349 acres</p>	
<p>BOTH LOCATED WITHIN <b>THE E1/2 W1/2 AND THE W1/2 E1/2 OF SEC. 1, T. 11 N., R. 3 W., S. M., AK</b> Containing a Total of 320.189 acres</p>	
<b>DATE:</b>	April 9, 2004
<b>GRID:</b>	3240-41, 3340-41
<b>SCALE:</b>	1" = 100'
<b>SHEET:</b>	5 OF 5

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

MUNICIPALITY OF ANCHORAGE on  
behalf of all property owners within RABBIT  
CREEK VIEW SUBDIVISION and RABBIT  
CREEK HEIGHTS SUBDIVISION SPECIAL  
SURVEY ASSESSMENT DISTRICT 1V96,

Plaintiffs,

vs.

RABBIT CREEK VIEW SUBDIVISION  
according to Plats No. 70-133, 73-161,  
and 92-24, and RABBIT CREEK HEIGHTS  
SUBDIVISION according to Plat No. 70-381,  
and all persons claiming any interest in  
or lien upon the real property herein  
described or any part of it,

Defendants.

Case No. 3AN-98-11718 Civil

FINAL JUDGMENT APPROVING RABBIT CREEK VIEW &  
RABBIT CREEK HEIGHTS SUBDIVISION REPLAT

This in rem cause of action having been filed on December 30, 1998, pursuant to the Manifestly Defective Surveys Act, CSSB 79 (CRA) set forth as Ch. 43 of Temporary and Special Acts 1995 of the Alaska Statutes, and the Civil Rules of the Alaska Rules of Court as amended by the Act, and the court finding that the plaintiffs duly posted the property affected herein, described as follows:

The subdivided lots and tracts of Rabbit Creek View Subdivision according Plats No. 70-133, 73-161, and 92-24, and Rabbit Creek Heights Subdivision according to Plat No. 70-381, Anchorage Recording District, Third Judicial District, State of Alaska.

ATTACHMENT TO  
RABBIT CREEK VIEW & RABBIT CREEK  
HEIGHTS SUBDIVISION PLAT

ANCHORAGE RECORDING DISTRICT

SCHADT LAW OFFICE, P.C.

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

2004-91

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

and properly served the persons with interests in the property by personal service where possible or by publication , and all unknown persons claiming any interest in or lien upon the property by publication and the court having jurisdiction.

The court having made due inquiry in the manner and method by which the plaintiff Municipality of Anchorage prepared the proposed Rabbit Creek View and Rabbit Creek Heights Subdivision Replat, a reduced version of which is attached as Exhibit 1 and having found that such replat is in accordance with the Manifestly Defective Surveys Act, CSSB 79 (CRA) set forth as Ch. 43 of Temporary and Special Acts 1995 of the Alaska Statutes and that plaintiffs did not abuse their discretion and acted within the scope of their statutory and constitutional authority; and the court having determined and equitably adjudicated the land boundaries of each parcel of land located within the entire area of the real property sought to be affected by this in rem action and the Court having further found that the replat satisfies the requirements of its order of June 13, 2003 in this matter, and the Court being otherwise fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The currently platted and recorded description and field location of streets, greenbelts, walkways, tracts, easements, and lots within defendant subdivisions are manifestly defective due to a defective survey which negatively affects the quiet enjoyment and property rights of the owners of the land within the subdivisions.
2. That the person or persons having estates, rights, title, interests and claims in and to each parcel at the commencement of this litigation, whether legal or equitable, present or future, vested or contingent, whether mortgage or liens of any description are those persons

*ANCHORAGE RECORDING DISTRICT 2004-91*

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

named in Exhibit 8 of Plaintiff's Complaint with all persons acquiring later interests in the real property taking them subject to this litigation due to the lis pendens recorded by plaintiff at the commencement of this litigation.

3. That the land boundaries of each lot or parcel of land and public streets, greenbelts, easements, and right of ways whether owned publicly or privately within the following described real property:

RABBIT CREEK VIEW SUBDIVISION according to Plat No. 70-133, 73-161, and 92-24, and RABBIT CREEK HEIGHTS SUBDIVISION according to Plat No. 70-381,

being the area affected by this cause of action, are approved, fixed, dedicated and determined as described and shown on the Replat which equitably allocates the land voluntarily vacated by the plaintiff for mitigation, and to the extent reasonably practicable minimizes disruption to lines or boundaries of parcels or lots that were not found to be materially incorrect.

4. That the Rabbit Creek View and Rabbit Creek Heights Subdivision Replat is approved as a substitute for the manifestly defective original plats and surveys; and the plaintiff is directed to file the replat with the District Recorder of the Anchorage Recording District.

5. That the boundaries and sizes of the parcels as set forth in the replat do not alter preexisting uses or development of the parcels, which preexisting uses and development may continue to the extent they would have been able to continue had there been no replat, nor does this judgment or its effect make a parcel or lot ineligible for a use or development for which it was eligible before this judgment.

6. That the title rights of the subject parcels are unaffected by this action except that the judgment as to the boundaries is final, so that the right to bring actions other than for

location of the boundaries is unaffected and may be asserted at any time and in any manner permitted by law.

7. That the rights of the holders of encumbrances and liens against the subject parcels are unaffected by this action, except that the property subject to the encumbrance or lien will henceforth be the parcel in the replat that corresponds to the same parcel in the original plats.

8. That the rights of holders of easements against the subject parcels are unaffected by this action, except that the locations of the easements affected by the replat shall be as depicted or listed on the replat.

9. That the remonumentation done in compliance with the replat is approved and all other monumentation be removed.

10. The surveying, remonumentation, and related costs, court costs, and attorneys fees for the replat and for this action are to be assessed to the assessment district by plaintiff using its special assessment procedures with all other parties bearing their own costs and attorneys fees.

11. That the Manifestly Defective Surveys Act, CSSB 79 (CRA) set forth as Ch. 43 of Temporary and Special Acts 1995 of the Alaska Statutes does not require the adjudication of claims to prescriptive rights within the Rabbit Creek View Subdivision or the Rabbit Creek Heights Subdivision. Any and all claims of prescriptive rights, whether or not presently accrued, are and shall remain unaffected by this Final Judgment and the Replat it approves.

12. That plaintiff shall record a certified copy of this Final Judgment at the expense of the assessment district with the recorder for the Anchorage Recording District.

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

DATED in Anchorage, Alaska, this 31<sup>st</sup> day of March, 2004.

Mark Rime  
Judge of the Superior Court

certify that on March 31, 2004  
of the above was mailed to each of the following  
their addresses of record:

G. Schadt to make distribution  
and file certificate of service

Amelia  
Administrative Assistant

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

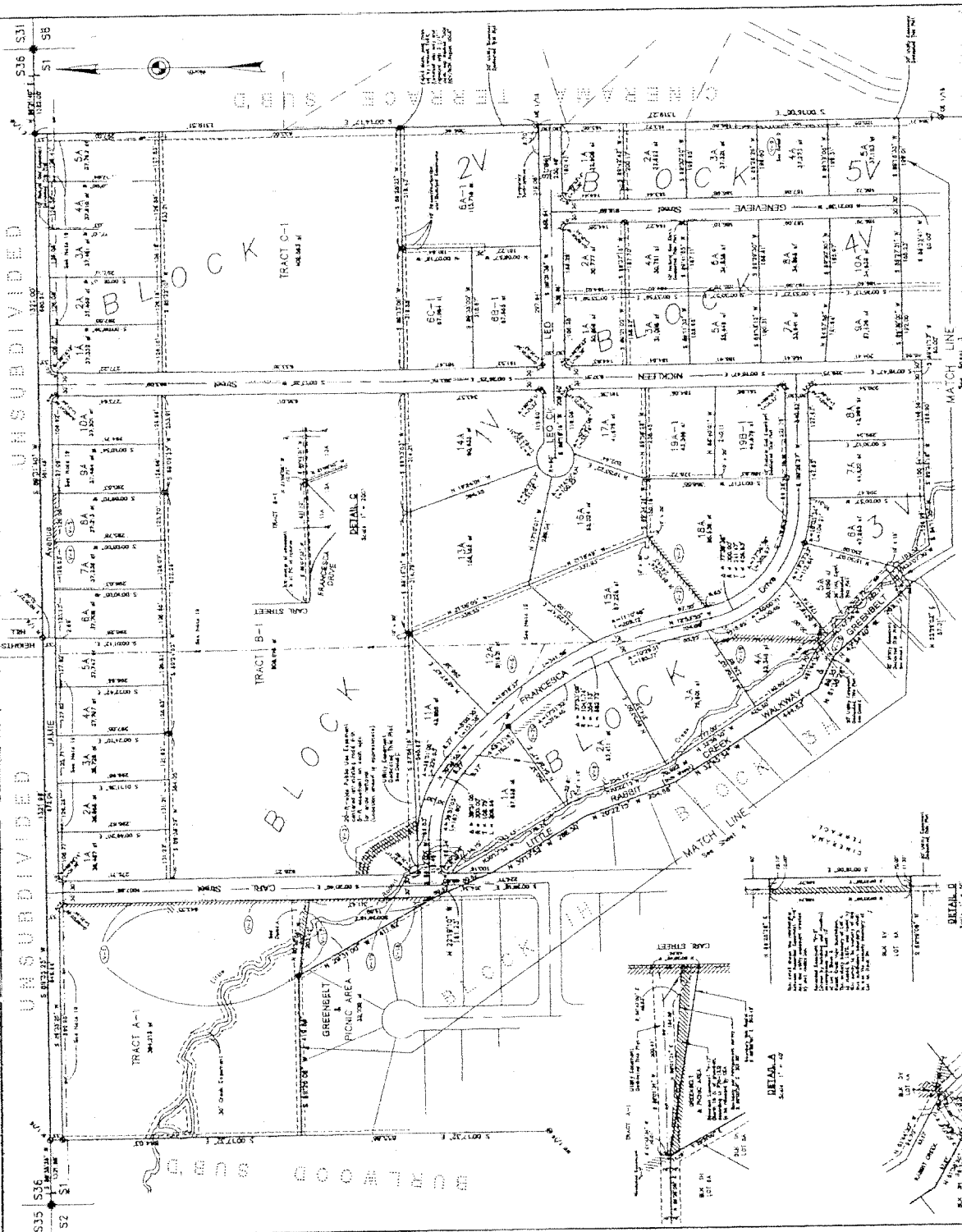
ATTEST:

Clerk of the Trial Courts

By J. Corpin Deputy

8-2-04



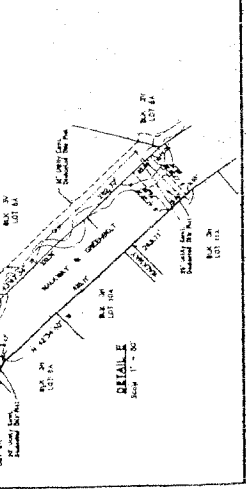


<p><b>OWNER</b> KRAM &amp; ASSOCIATES 1000 1st Avenue, Suite 100 Anchorage, Alaska 99501</p>	<p><b>DATE</b> 07/11/04</p>
<p><b>PROJECT</b> RABBIT CREEK VIEW &amp; RABBIT CREEK HEIGHTS SUBDIVISION RE-PLAT</p>	<p><b>SCALE</b> AS SHOWN</p>

<p><b>DATE</b> 07/11/04</p>	<p><b>SCALE</b> AS SHOWN</p>
---------------------------------	----------------------------------

<p><b>GRAPHIC SCALE</b> 1" = 100' (AS SHOWN)</p>
--

- NOTES**
1. All dimensions are in feet.
  2. Property boundaries are shown as of 12/17/03.
  3. All easements are shown as of 12/17/03.
  4. All easements are shown as of 12/17/03.
  5. All easements are shown as of 12/17/03.
  6. All easements are shown as of 12/17/03.
  7. All easements are shown as of 12/17/03.
  8. All easements are shown as of 12/17/03.
  9. All easements are shown as of 12/17/03.
  10. All easements are shown as of 12/17/03.



ANCHORAGE RECORDING DISTRICT 2004-91





**BASEMENT INTERESTS OF RECORD (Not shown by this plat)**

LOCATED	RECORDED AT	TYPE
BOOK	PAGE	
11	11	1st Floor Easement
11	12	1st Floor Easement
11	13	1st Floor Easement
11	14	1st Floor Easement
11	15	1st Floor Easement
11	16	1st Floor Easement
11	17	1st Floor Easement
11	18	1st Floor Easement
11	19	1st Floor Easement
11	20	1st Floor Easement
11	21	1st Floor Easement
11	22	1st Floor Easement
11	23	1st Floor Easement
11	24	1st Floor Easement
11	25	1st Floor Easement
11	26	1st Floor Easement
11	27	1st Floor Easement
11	28	1st Floor Easement
11	29	1st Floor Easement
11	30	1st Floor Easement
11	31	1st Floor Easement
11	32	1st Floor Easement
11	33	1st Floor Easement
11	34	1st Floor Easement
11	35	1st Floor Easement
11	36	1st Floor Easement
11	37	1st Floor Easement
11	38	1st Floor Easement
11	39	1st Floor Easement
11	40	1st Floor Easement
11	41	1st Floor Easement
11	42	1st Floor Easement
11	43	1st Floor Easement
11	44	1st Floor Easement
11	45	1st Floor Easement
11	46	1st Floor Easement
11	47	1st Floor Easement
11	48	1st Floor Easement
11	49	1st Floor Easement
11	50	1st Floor Easement
11	51	1st Floor Easement
11	52	1st Floor Easement
11	53	1st Floor Easement
11	54	1st Floor Easement
11	55	1st Floor Easement
11	56	1st Floor Easement
11	57	1st Floor Easement
11	58	1st Floor Easement
11	59	1st Floor Easement
11	60	1st Floor Easement
11	61	1st Floor Easement
11	62	1st Floor Easement
11	63	1st Floor Easement
11	64	1st Floor Easement
11	65	1st Floor Easement
11	66	1st Floor Easement
11	67	1st Floor Easement
11	68	1st Floor Easement
11	69	1st Floor Easement
11	70	1st Floor Easement
11	71	1st Floor Easement
11	72	1st Floor Easement
11	73	1st Floor Easement
11	74	1st Floor Easement
11	75	1st Floor Easement
11	76	1st Floor Easement
11	77	1st Floor Easement
11	78	1st Floor Easement
11	79	1st Floor Easement
11	80	1st Floor Easement
11	81	1st Floor Easement
11	82	1st Floor Easement
11	83	1st Floor Easement
11	84	1st Floor Easement
11	85	1st Floor Easement
11	86	1st Floor Easement
11	87	1st Floor Easement
11	88	1st Floor Easement
11	89	1st Floor Easement
11	90	1st Floor Easement
11	91	1st Floor Easement
11	92	1st Floor Easement
11	93	1st Floor Easement
11	94	1st Floor Easement
11	95	1st Floor Easement
11	96	1st Floor Easement
11	97	1st Floor Easement
11	98	1st Floor Easement
11	99	1st Floor Easement
11	100	1st Floor Easement

**CURVE DATA**

ARC	CHORD	ANGLE	ARC	CHORD	ANGLE	ARC	CHORD	ANGLE
10.00	19.94	179.99	10.00	19.94	179.99	10.00	19.94	179.99
20.00	39.88	179.98	20.00	39.88	179.98	20.00	39.88	179.98
30.00	59.82	179.97	30.00	59.82	179.97	30.00	59.82	179.97
40.00	79.76	179.96	40.00	79.76	179.96	40.00	79.76	179.96
50.00	99.70	179.95	50.00	99.70	179.95	50.00	99.70	179.95
60.00	119.64	179.94	60.00	119.64	179.94	60.00	119.64	179.94
70.00	139.58	179.93	70.00	139.58	179.93	70.00	139.58	179.93
80.00	159.52	179.92	80.00	159.52	179.92	80.00	159.52	179.92
90.00	179.46	179.91	90.00	179.46	179.91	90.00	179.46	179.91
100.00	199.40	179.90	100.00	199.40	179.90	100.00	199.40	179.90
110.00	219.34	179.89	110.00	219.34	179.89	110.00	219.34	179.89
120.00	239.28	179.88	120.00	239.28	179.88	120.00	239.28	179.88
130.00	259.22	179.87	130.00	259.22	179.87	130.00	259.22	179.87
140.00	279.16	179.86	140.00	279.16	179.86	140.00	279.16	179.86
150.00	299.10	179.85	150.00	299.10	179.85	150.00	299.10	179.85
160.00	319.04	179.84	160.00	319.04	179.84	160.00	319.04	179.84
170.00	338.98	179.83	170.00	338.98	179.83	170.00	338.98	179.83
180.00	358.92	179.82	180.00	358.92	179.82	180.00	358.92	179.82
190.00	378.86	179.81	190.00	378.86	179.81	190.00	378.86	179.81
200.00	398.80	179.80	200.00	398.80	179.80	200.00	398.80	179.80
210.00	418.74	179.79	210.00	418.74	179.79	210.00	418.74	179.79
220.00	438.68	179.78	220.00	438.68	179.78	220.00	438.68	179.78
230.00	458.62	179.77	230.00	458.62	179.77	230.00	458.62	179.77
240.00	478.56	179.76	240.00	478.56	179.76	240.00	478.56	179.76
250.00	498.50	179.75	250.00	498.50	179.75	250.00	498.50	179.75
260.00	518.44	179.74	260.00	518.44	179.74	260.00	518.44	179.74
270.00	538.38	179.73	270.00	538.38	179.73	270.00	538.38	179.73
280.00	558.32	179.72	280.00	558.32	179.72	280.00	558.32	179.72
290.00	578.26	179.71	290.00	578.26	179.71	290.00	578.26	179.71
300.00	598.20	179.70	300.00	598.20	179.70	300.00	598.20	179.70
310.00	618.14	179.69	310.00	618.14	179.69	310.00	618.14	179.69
320.00	638.08	179.68	320.00	638.08	179.68	320.00	638.08	179.68
330.00	658.02	179.67	330.00	658.02	179.67	330.00	658.02	179.67
340.00	677.96	179.66	340.00	677.96	179.66	340.00	677.96	179.66
350.00	697.90	179.65	350.00	697.90	179.65	350.00	697.90	179.65
360.00	717.84	179.64	360.00	717.84	179.64	360.00	717.84	179.64
370.00	737.78	179.63	370.00	737.78	179.63	370.00	737.78	179.63
380.00	757.72	179.62	380.00	757.72	179.62	380.00	757.72	179.62
390.00	777.66	179.61	390.00	777.66	179.61	390.00	777.66	179.61
400.00	797.60	179.60	400.00	797.60	179.60	400.00	797.60	179.60
410.00	817.54	179.59	410.00	817.54	179.59	410.00	817.54	179.59
420.00	837.48	179.58	420.00	837.48	179.58	420.00	837.48	179.58
430.00	857.42	179.57	430.00	857.42	179.57	430.00	857.42	179.57
440.00	877.36	179.56	440.00	877.36	179.56	440.00	877.36	179.56
450.00	897.30	179.55	450.00	897.30	179.55	450.00	897.30	179.55
460.00	917.24	179.54	460.00	917.24	179.54	460.00	917.24	179.54
470.00	937.18	179.53	470.00	937.18	179.53	470.00	937.18	179.53
480.00	957.12	179.52	480.00	957.12	179.52	480.00	957.12	179.52
490.00	977.06	179.51	490.00	977.06	179.51	490.00	977.06	179.51
500.00	997.00	179.50	500.00	997.00	179.50	500.00	997.00	179.50

**WATER RIGHTS**

LOCATED	RECORDED AT	DATE	TITLE
11	11	1/1/00	Water Right
11	12	1/1/00	Water Right
11	13	1/1/00	Water Right
11	14	1/1/00	Water Right
11	15	1/1/00	Water Right
11	16	1/1/00	Water Right
11	17	1/1/00	Water Right
11	18	1/1/00	Water Right
11	19	1/1/00	Water Right
11	20	1/1/00	Water Right
11	21	1/1/00	Water Right
11	22	1/1/00	Water Right
11	23	1/1/00	Water Right
11	24	1/1/00	Water Right
11	25	1/1/00	Water Right
11	26	1/1/00	Water Right
11	27	1/1/00	Water Right
11	28	1/1/00	Water Right
11	29	1/1/00	Water Right
11	30	1/1/00	Water Right
11	31	1/1/00	Water Right
11	32	1/1/00	Water Right
11	33	1/1/00	Water Right
11	34	1/1/00	Water Right
11	35	1/1/00	Water Right
11	36	1/1/00	Water Right
11	37	1/1/00	Water Right
11	38	1/1/00	Water Right
11	39	1/1/00	Water Right
11	40	1/1/00	Water Right
11	41	1/1/00	Water Right
11	42	1/1/00	Water Right
11	43	1/1/00	Water Right
11	44	1/1/00	Water Right
11	45	1/1/00	Water Right
11	46	1/1/00	Water Right
11	47	1/1/00	Water Right
11	48	1/1/00	Water Right
11	49	1/1/00	Water Right
11	50	1/1/00	Water Right
11	51	1/1/00	Water Right
11	52	1/1/00	Water Right
11	53	1/1/00	Water Right
11	54	1/1/00	Water Right
11	55	1/1/00	Water Right
11	56	1/1/00	Water Right
11	57	1/1/00	Water Right
11	58	1/1/00	Water Right
11	59	1/1/00	Water Right
11	60	1/1/00	Water Right
11	61	1/1/00	Water Right
11	62	1/1/00	Water Right
11	63	1/1/00	Water Right
11	64	1/1/00	Water Right
11	65	1/1/00	Water Right
11	66	1/1/00	Water Right
11	67	1/1/00	Water Right
11	68	1/1/00	Water Right
11	69	1/1/00	Water Right
11	70	1/1/00	Water Right
11	71	1/1/00	Water Right
11	72	1/1/00	Water Right
11	73	1/1/00	Water Right
11	74	1/1/00	Water Right
11	75	1/1/00	Water Right
11	76	1/1/00	Water Right
11	77	1/1/00	Water Right
11	78	1/1/00	Water Right
11	79	1/1/00	Water Right
11	80	1/1/00	Water Right
11	81	1/1/00	Water Right
11	82	1/1/00	Water Right
11	83		