



*First American*

***First American Title Insurance Company***  
8251 Glacier Hwy  
Juneau, AK 99801  
Phn - (907)789-5252  
Fax - (907)789-7395

**COMMITMENT  
FOR  
TITLE INSURANCE**

**To:**

City & Borough of Juneau - Land  
155 S Seward ST  
Juneau, AK 99801

Attn: Dan Bleidorn  
Re: 16311 Ocean View Dr.

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

First American Title Insurance Company  
8251 Glacier Hwy  
Juneau, AK 99801

Title Officer: Colleen Sullivan  
File No: 0239-2207326  
Phone No: (907)789-5252  
Fax No: (907)789-7395  
Email: csullivan@firstam.com



**First American**

**First American Title Insurance Company**  
8251 Glacier Hwy  
Juneau, AK 99801  
Phn - (907)789-5252  
Fax - (907)789-7395

**Juneau OFFICE**  
FAX **(907)789-7395**

Title Officer: **Colleen Sullivan**  
Phone **(907)789-5252** - Email **csullivan@firstam.com**

Re: Property Address: **16311 Ocean View Drive, Juneau, AK 99801**

**COMMITMENT FOR TITLE INSURANCE**

Issued by

**FIRST AMERICAN TITLE INSURANCE COMPANY**

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-I.
- The General Exceptions and Exceptions in Schedule B-II.
- The Conditions.

This Commitment is not valid without Schedule A and Section I and II of Schedule B.

**First American Title Insurance Company**

Colleen Sullivan, Title Officer/Branch Manager

**SCHEDULE A**

1. Commitment Date: January 27, 2013 at 8:00 A.M.

2. Policy or Policies to be issued:

	AMOUNT	PREMIUM
ALTA Std Owner Policy 1402.06 (2006)	\$ To Be Determined	\$ 250.00 minimum
Proposed Insured: To Be Determined		

3. (A) The estate or interest in the land described in this Commitment is:

A fee simple.

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

City and Borough of Juneau

4. The land referred to in this Commitment is described as follows:

Lot 5, Block A, SOUTH LENA SUBDIVISION, according to Plat 2006-49, as amended by Plat 2006-57, Records of the Juneau Recording District, First Judicial District, State of Alaska.

**SCHEDULE B**  
**SECTION I**  
**REQUIREMENTS**

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s):
- (F)
  - 1. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the contemplated Power of Attorney form should be submitted for review prior to closing.
  - 2. The State of Alaska, Division of Insurance has issued its Order R92-1. The order in part, requires the immediate billing and collection of the minimum charge for this commitment within 30 days of the first billing. In the event this transaction fails to close, the minimum billing will be the cancellation fee in accordance with our filed rate schedule.

**NOTICE**

In 1999, the Alaska Department of Natural Resources began recording maps of claimed rights of way which may have been created under a federal law known as "RS 2477", pursuant to Alaska Statute 19.30.400. Because the maps are imprecise, the exception from coverage shown on Section 2, Part 1, Paragraph 4 has been taken. Questions regarding the State's RS 2477 claims should be directed to the Department of Natural Resources. Public Information Center 550 W. 7th Avenue, Suite 1260, Anchorage, Alaska 99501 (907) 269-8400.

**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 B  
SECTION II**

**GENERAL EXCEPTIONS**

**PART ONE:**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Rights of the state or federal government and/or the public in and to any portion of the land for right of way as established by Federal Statute RS2477 (whether or not such rights are shown by recordings of maps in the public records by the State of Alaska showing the general location of these rights of way.)
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
7. Any lien, or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the public records.

**SCHEDULE B**  
**SECTION II**  
**EXCEPTIONS**

**PART TWO:**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Reservations or exceptions in patents or in acts authorizing the issuance thereof.
2. Reservations and exceptions as contained in the State of Alaska Patent.  
  
Said patent, among other things, reserves all oil, gas and other minerals together with the privileges, mining and drilling rights and immunities.
3. Taxes and/or assessments due the City and Borough of Juneau, if any.
4. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.
5. The effect of the notes which appear on the plat of said subdivision. (Copy attached)
6. Easements as dedicated and shown on the plat of said subdivision. (Copy attached)

The names of the proposed insured were not furnished in the application for title insurance, and when disclosed will be subject to such matters as may be found by a search of the records against said names.

**END OF SCHEDULE B**

## **CONDITIONS**

### **1. DEFINITIONS**

(a)"Mortgage" means mortgage, deed of trust or other security instrument.

(b)"Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

### **2. LATER DEFECTS**

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

### **3. EXISTING DEFECTS**

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### **4. LIMITATION OF OUR LIABILITY**

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section I  
or

eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### **5. CLAIMS MUST BE BASED ON THIS COMMITMENT**

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.



*First American*

**First American Title Insurance Company**  
8251 Glacier Hwy  
Juneau, AK 99801  
Phn - (907)789-5252  
Fax - (907)789-7395



*First American Title*

#### **Privacy Information**

##### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

##### **Applicability**

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

##### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

##### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

##### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

##### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

##### **Information Obtained Through Our Web Site**

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

##### **Business Relationships**

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

##### **Cookies**

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. [FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

##### **Fair Information Values**

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

# NOTICE!

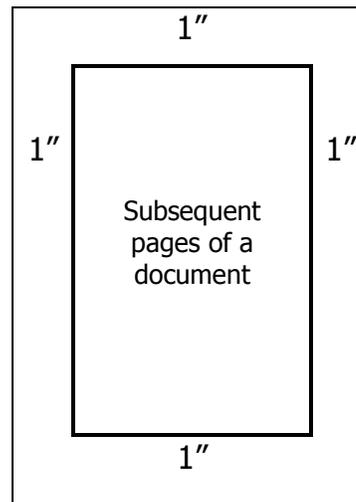
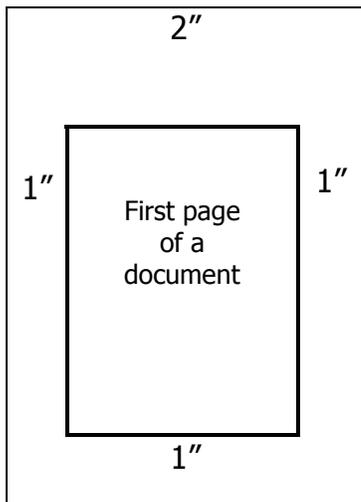
**Recording offices in Alaska ARE enforcing margin and font requirements. Failure to comply with the terms of this Notice may result in your transaction being delayed or failing. It is essential that you comply with this notice. First American will not be responsible in any way for the consequences of any delay caused by the failure to comply with these recording requirements.**

## **Margin Requirements:**

- First page of a document: Must contain two inches (2") of blank space across the top and one (1") margins on the remainder of first page.
- Additional pages of a document: Must contain one inch (1") margin on top, bottom and sides.

## **Font Requirements:**

- Type size may be no smaller than 10 point font.
- Example: This is 10 point type



**There can be no marks or holes of any kind within the margins. This is to include any signature, corporate seals, and/or notary seals. Embosser notary seals will require folding the edge of the document to comply with margin guidelines.**

**For information on recording requirements, fees or office locations, visit the State Recorder's website at [www.recorder.alaska.gov](http://www.recorder.alaska.gov)**



**First American Title Insurance Company**

8251 Glacier Hwy  
Juneau, AK 99801  
Phone: (907)789-5252 / Fax: (907)789-7395

PR: 0239

Ofc: 0239

**Invoice**

**To:** City & Borough of Juneau - Land  
155 S Seward ST  
Juneau, AK 99801

**Invoice No.:**  
**Date:** February 05, 2014  
**Our File No.:** 0239-2207326  
**Title Officer:** Colleen Sullivan  
**Escrow Officer:**

Attention: Dan Bleidorn

Your Reference No.: 16311 Ocean View Dr.

**RE:** Property:  
16311 Ocean View Drive, Juneau, AK 99801

**Liability**  
**Owners:** \$ 1,000.00  
**Lenders:** \$ 0.00

**Buyers:** To Be Determined  
**Sellers:** City and Borough of Juneau

Description of Charge	Invoice Amount
Service: Minimum Cancellation Fee	\$ 250.00
<b>Invoice Total</b>	<b>\$ 250.00</b>

The charges on this invoice are reflective of the minimum cost of production of the products or services provided and are due and payable within 30 days of the above date. Charges on this invoice may be fully credited towards the final policy premiums upon closing.

**Credit may be given if a future Policy is issued on the subject property within 2 years from the date of this invoice.**

Comments:

Thank you for your business!

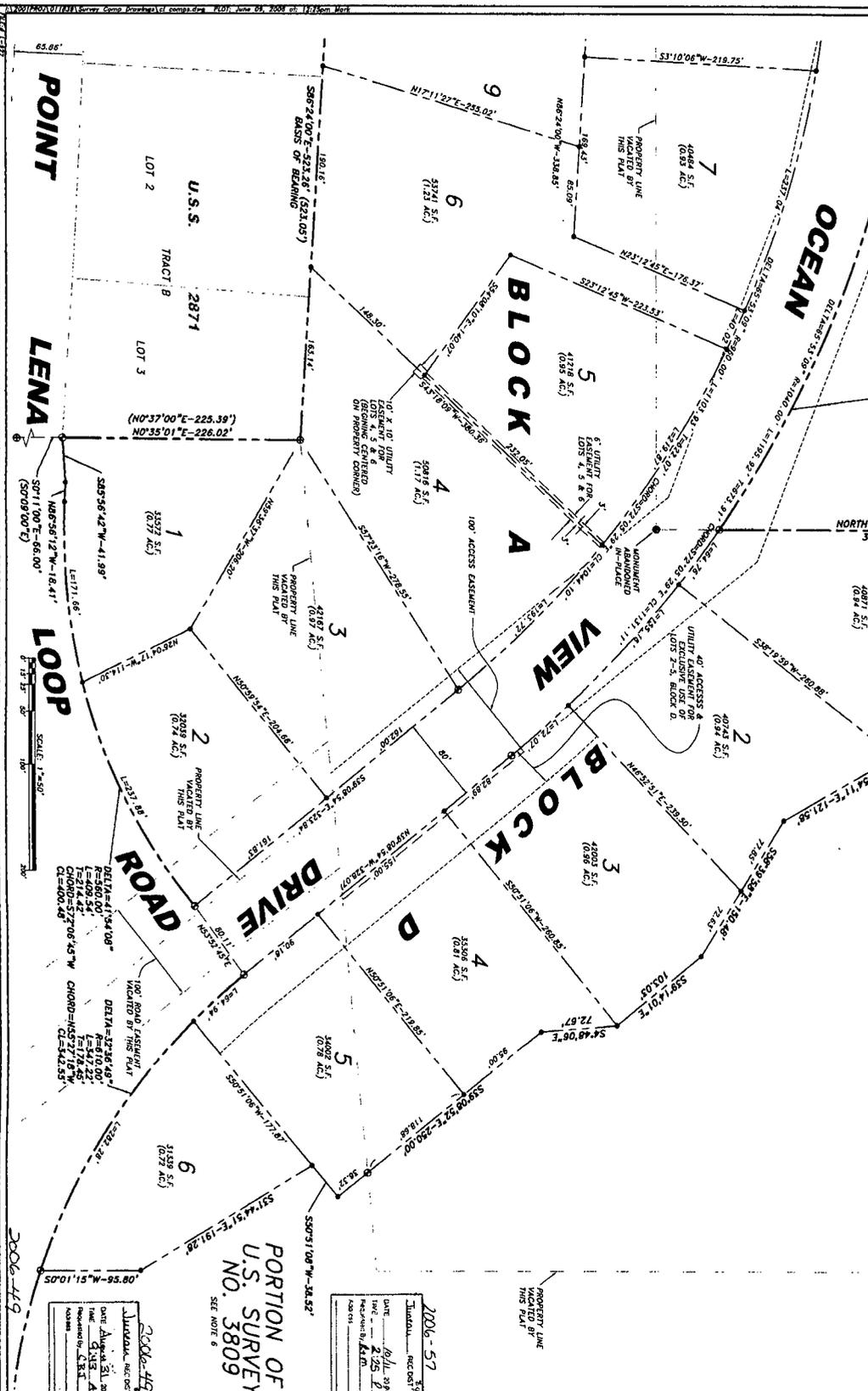
*To assure proper credit, please send a copy of this Invoice and Payment to*  
First American Title Insurance Company  
Attn: Accounts Receivable Department



TR. A1  
A.S.L.S. 95-78  
(EXCLUDED THIS PLAT)

DELTA=4410'19"  
N=1040'00"  
E=4422'00"  
CHORD=5771'91'55"  
C=271°02'00"

**BLOCK F**  
PUBLIC AREA  
GREENBELT AREA  
PORTION OF  
LENA MARIE  
SUBDIVISION  
SEE NOTE 6



2006-57  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-49  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-48  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-47  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-46  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-45  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-44  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-43  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-42  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-41  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-40  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-39  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-38  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-37  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-36  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-35  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-34  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-33  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-32  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-31  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-30  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-29  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-28  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-27  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-26  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-25  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-24  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-23  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-22  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-21  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-20  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-19  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-18  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-17  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-16  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-15  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-14  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-13  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-12  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-11  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-10  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-9  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-8  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-7  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-6  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-5  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-4  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-3  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-2  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

2006-1  
DATE: 2006-05-15  
BY: [Signature]  
TITLE: SURVEYOR

- GENERAL NOTES**
- 1) THE BASIS OF BEARING UTILIZED TO CONDUCT THIS SURVEY IS THE NORTH ARROW POINT TO THE CENTER OF THE GROUND SURVEYING STATION. THE BEARING OF THE SURVEY LINE IS 115° 00' 00" W. THE DISTANCE IS 100.00 FEET.
  - 2) WHERE RECORD SURVEY COUSERS (BEARINGS AND/OR DISTANCES) DIFFER FROM MEASURED AND/OR COMPUTED COURSES BY THIS SURVEY, RECORD SURVEY COURSE IS TO BE USED UNLESS OTHERWISE NOTED.
  - 3) FIELD SURVEY WAS CONDUCTED BY CONVENTIONAL METHODS. THE GROUND SURVEYING STATION UTILITING "A" TOWSON GTS-302 TOTAL STATION AND BANGOR PINS.
  - 4) NO LOT WITHIN BLOCKS A, B, C, OR D MAY BE FURTHER SUBDIVIDED, EXCEPT AS NOTED.
  - 5) UPON THE EXISTING EASEMENT NEAR LOT 1, BLOCK B BEING ABANDONED, THE LOT MAY BE SUBDIVIDED AND DEVELOPED WITH UP TO FOUR (4) LOTS.
  - 6) WITH THE RECORDING OF THIS PLAT, BLOCK "A" PORTIONS HEREBY DESIGNATED AS A GREENBELT FOR THE PURPOSE AND PURPOSE OF PROTECTING THE WETLANDS ASSOCIATED WITH THE SURVEY 2009 HAVING A RECORD BEARING OF N86°24'00"W.
  - 7) THE PORTIONS HEREBY DESIGNATED AS A GREENBELT FOR THE PURPOSE AND PURPOSE OF PROTECTING THE WETLANDS ASSOCIATED WITH THE SURVEY 2009 HAVING A RECORD BEARING OF N86°24'00"W. THE PORTIONS HEREBY DESIGNATED AS A GREENBELT FOR THE PURPOSE AND PURPOSE OF PROTECTING THE WETLANDS ASSOCIATED WITH THE SURVEY 2009 HAVING A RECORD BEARING OF N86°24'00"W. THE PORTIONS HEREBY DESIGNATED AS A GREENBELT FOR THE PURPOSE AND PURPOSE OF PROTECTING THE WETLANDS ASSOCIATED WITH THE SURVEY 2009 HAVING A RECORD BEARING OF N86°24'00"W.
  - 8) THE PORTIONS HEREBY DESIGNATED AS A GREENBELT FOR THE PURPOSE AND PURPOSE OF PROTECTING THE WETLANDS ASSOCIATED WITH THE SURVEY 2009 HAVING A RECORD BEARING OF N86°24'00"W. THE PORTIONS HEREBY DESIGNATED AS A GREENBELT FOR THE PURPOSE AND PURPOSE OF PROTECTING THE WETLANDS ASSOCIATED WITH THE SURVEY 2009 HAVING A RECORD BEARING OF N86°24'00"W.
  - 9) THE PORTIONS HEREBY DESIGNATED AS A GREENBELT FOR THE PURPOSE AND PURPOSE OF PROTECTING THE WETLANDS ASSOCIATED WITH THE SURVEY 2009 HAVING A RECORD BEARING OF N86°24'00"W. THE PORTIONS HEREBY DESIGNATED AS A GREENBELT FOR THE PURPOSE AND PURPOSE OF PROTECTING THE WETLANDS ASSOCIATED WITH THE SURVEY 2009 HAVING A RECORD BEARING OF N86°24'00"W.
  - 10) THE PORTIONS HEREBY DESIGNATED AS A GREENBELT FOR THE PURPOSE AND PURPOSE OF PROTECTING THE WETLANDS ASSOCIATED WITH THE SURVEY 2009 HAVING A RECORD BEARING OF N86°24'00"W. THE PORTIONS HEREBY DESIGNATED AS A GREENBELT FOR THE PURPOSE AND PURPOSE OF PROTECTING THE WETLANDS ASSOCIATED WITH THE SURVEY 2009 HAVING A RECORD BEARING OF N86°24'00"W.
  - 11) THE PORTIONS HEREBY DESIGNATED AS A GREENBELT FOR THE PURPOSE AND PURPOSE OF PROTECTING THE WETLANDS ASSOCIATED WITH THE SURVEY 2009 HAVING A RECORD BEARING OF N86°24'00"W. THE PORTIONS HEREBY DESIGNATED AS A GREENBELT FOR THE PURPOSE AND PURPOSE OF PROTECTING THE WETLANDS ASSOCIATED WITH THE SURVEY 2009 HAVING A RECORD BEARING OF N86°24'00"W.
  - 12) THE PORTIONS HEREBY DESIGNATED AS A GREENBELT FOR THE PURPOSE AND PURPOSE OF PROTECTING THE WETLANDS ASSOCIATED WITH THE SURVEY 2009 HAVING A RECORD BEARING OF N86°24'00"W. THE PORTIONS HEREBY DESIGNATED AS A GREENBELT FOR THE PURPOSE AND PURPOSE OF PROTECTING THE WETLANDS ASSOCIATED WITH THE SURVEY 2009 HAVING A RECORD BEARING OF N86°24'00"W.
  - 13) THE PORTIONS HEREBY DESIGNATED AS A GREENBELT FOR THE PURPOSE AND PURPOSE OF PROTECTING THE WETLANDS ASSOCIATED WITH THE SURVEY 2009 HAVING A RECORD BEARING OF N86°24'00"W. THE PORTIONS HEREBY DESIGNATED AS A GREENBELT FOR THE PURPOSE AND PURPOSE OF PROTECTING THE WETLANDS ASSOCIATED WITH THE SURVEY 2009 HAVING A RECORD BEARING OF N86°24'00"W.
  - 14) THE PORTIONS HEREBY DESIGNATED AS A GREENBELT FOR THE PURPOSE AND PURPOSE OF PROTECTING THE WETLANDS ASSOCIATED WITH THE SURVEY 2009 HAVING A RECORD BEARING OF N86°24'00"W. THE PORTIONS HEREBY DESIGNATED AS A GREENBELT FOR THE PURPOSE AND PURPOSE OF PROTECTING THE WETLANDS ASSOCIATED WITH THE SURVEY 2009 HAVING A RECORD BEARING OF N86°24'00"W.
  - 15) THE PORTIONS HEREBY DESIGNATED AS A GREENBELT FOR THE PURPOSE AND PURPOSE OF PROTECTING THE WETLANDS ASSOCIATED WITH THE SURVEY 2009 HAVING A RECORD BEARING OF N86°24'00"W. THE PORTIONS HEREBY DESIGNATED AS A GREENBELT FOR THE PURPOSE AND PURPOSE OF PROTECTING THE WETLANDS ASSOCIATED WITH THE SURVEY 2009 HAVING A RECORD BEARING OF N86°24'00"W.
  - 16) THE PORTIONS HEREBY DESIGNATED AS A GREENBELT FOR THE PURPOSE AND PURPOSE OF PROTECTING THE WETLANDS ASSOCIATED WITH THE SURVEY 2009 HAVING A RECORD BEARING OF N86°24'00"W. THE PORTIONS HEREBY DESIGNATED AS A GREENBELT FOR THE PURPOSE AND PURPOSE OF PROTECTING THE WETLANDS ASSOCIATED WITH THE SURVEY 2009 HAVING A RECORD BEARING OF N86°24'00"W.
  - 17) THE PORTIONS HEREBY DESIGNATED AS A GREENBELT FOR THE PURPOSE AND PURPOSE OF PROTECTING THE WETLANDS ASSOCIATED WITH THE SURVEY 2009 HAVING A RECORD BEARING OF N86°24'00"W. THE PORTIONS HEREBY DESIGNATED AS A GREENBELT FOR THE PURPOSE AND PURPOSE OF PROTECTING THE WETLANDS ASSOCIATED WITH THE SURVEY 2009 HAVING A RECORD BEARING OF N86°24'00"W.
  - 18) THE PORTIONS HEREBY DESIGNATED AS A GREENBELT FOR THE PURPOSE AND PURPOSE OF PROTECTING THE WETLANDS ASSOCIATED WITH THE SURVEY 2009 HAVING A RECORD BEARING OF N86°24'00"W. THE PORTIONS HEREBY DESIGNATED AS A GREENBELT FOR THE PURPOSE AND PURPOSE OF PROTECTING THE WETLANDS ASSOCIATED WITH THE SURVEY 2009 HAVING A RECORD BEARING OF N86°24'00"W.
  - 19) THE PORTIONS HEREBY DESIGNATED AS A GREENBELT FOR THE PURPOSE AND PURPOSE OF PROTECTING THE WETLANDS ASSOCIATED WITH THE SURVEY 2009 HAVING A RECORD BEARING OF N86°24'00"W. THE PORTIONS HEREBY DESIGNATED AS A GREENBELT FOR THE PURPOSE AND PURPOSE OF PROTECTING THE WETLANDS ASSOCIATED WITH THE SURVEY 2009 HAVING A RECORD BEARING OF N86°24'00"W.
  - 20) THE PORTIONS HEREBY DESIGNATED AS A GREENBELT FOR THE PURPOSE AND PURPOSE OF PROTECTING THE WETLANDS ASSOCIATED WITH THE SURVEY 2009 HAVING A RECORD BEARING OF N86°24'00"W. THE PORTIONS HEREBY DESIGNATED AS A GREENBELT FOR THE PURPOSE AND PURPOSE OF PROTECTING THE WETLANDS ASSOCIATED WITH THE SURVEY 2009 HAVING A RECORD BEARING OF N86°24'00"W.

**AMENDED**

**SOUTH LENA SUBDIVISION**  
TRACT A  
U.S. SURVEY NO. 95-78  
LOT 5, LENA MARIE SUBDIVISION  
CITY & BOROUGH OF JUNEAU, ALASKA

LOT 2, 3 & 4A, U.S. SURVEY NO. 3809  
CITY & BOROUGH OF JUNEAU, ALASKA

SCALE: 1"=50'

DATE: 2006-05-15

BY: [Signature]

TITLE: SURVEYOR

**SYMBOLS**

- ORIGINAL G.L.O./B.L.M. MONUMENT (RECOVERED)
- 1410-5 PRIMARY MONUMENT (RECOVERED)
- 7570-5 PRIMARY MONUMENT (ESTABLISHED)
- 7570-5 SECONDARY MONUMENT (ESTABLISHED)
- NO MONUMENT RECOVERED OR ESTABLISHED

--- BOUNDARY / PROPERTY LINE

--- EASEMENT LIMITS

--- PROPERTY LINE VACATED BY THIS SURVEY

--- EASEMENT VACATED BY THIS SURVEY

--- COMPUTED

(1) U.S. SURVEY NO. 3809, ALASKA

(2) ALASKA STATE LAND SURVEY NO. 95-78, AMENDED PLAT NO. 2003(12)

(3) LENA MARIE SUBDIVISION (PLAT NO. 97-35)

**AMENDED**

**SOUTH LENA SUBDIVISION**  
TRACT A  
U.S. SURVEY NO. 95-78  
LOT 5, LENA MARIE SUBDIVISION  
CITY & BOROUGH OF JUNEAU, ALASKA

LOT 2, 3 & 4A, U.S. SURVEY NO. 3809  
CITY & BOROUGH OF JUNEAU, ALASKA

SCALE: 1"=50'

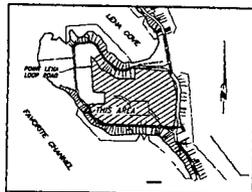
DATE: 2006-05-15

BY: [Signature]

TITLE: SURVEYOR

**SURVEYORS CERTIFICATE**

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF ALASKA AND THAT THIS PLAN PRESENTS THE SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE ACCURACY OF THE SURVEY IS WITHIN THE LIMITS REQUIRED BY TITLE 4 COMMUNITY DEVELOPMENT REGULATIONS AND TITLE 19 OF THE CODE OF THE CITY AND BOROUGH OF JUNEAU. THE FIELD MEASUREMENTS AND RELATIVE BEARINGS ARE CORRECT AND THAT MONUMENTS ARE SHOWN AND NOTED UPON THIS PLAN AS PRESENTED.

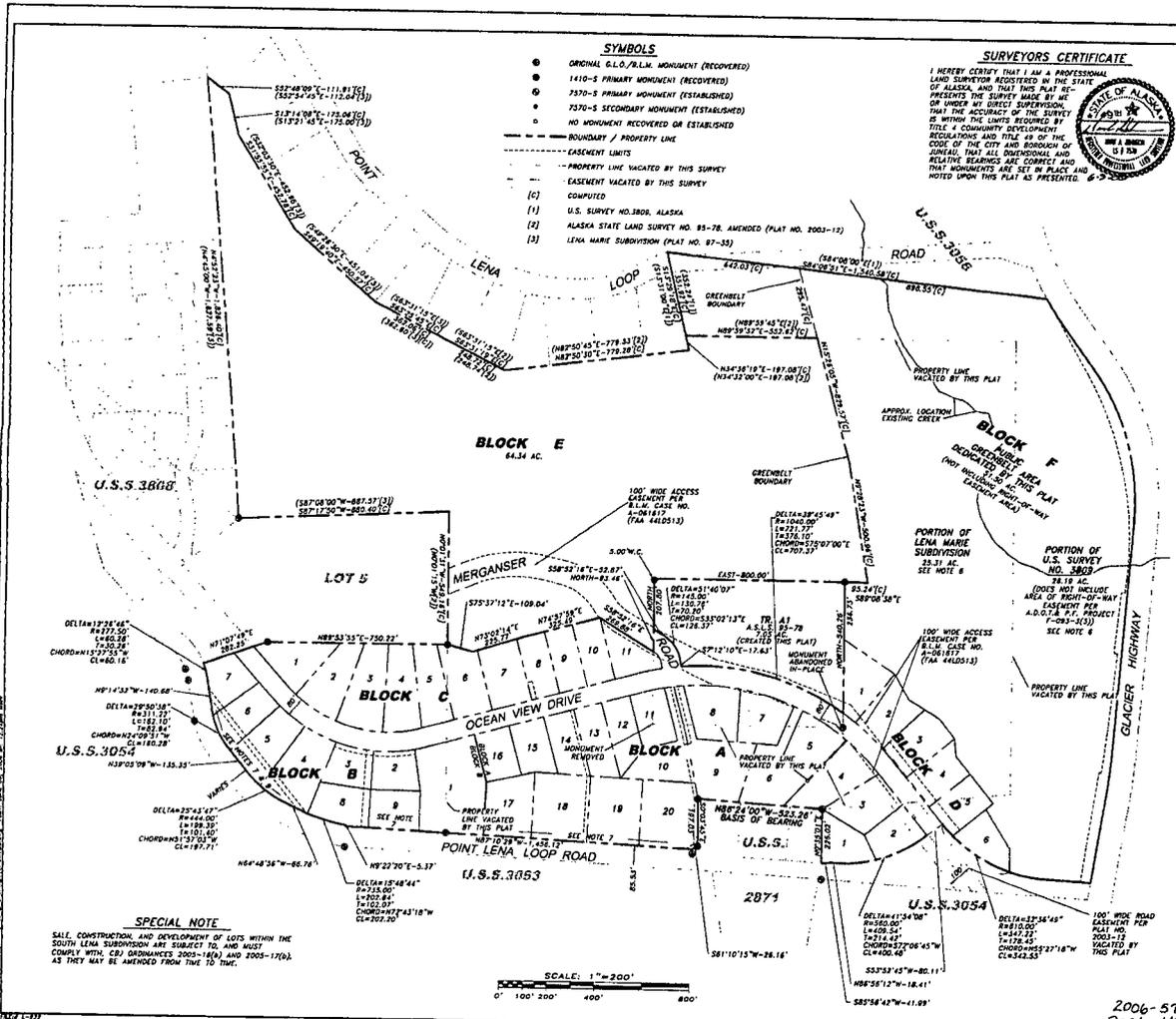


**VICINITY MAP**  
 SOURCE: C.E.L. PROPERTY MAP  
 SCALE: 1:25,000 (1" = 2,083')

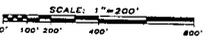
- SYMBOLS**
- ORIGINAL G.L.O./R.L.M. MONUMENT (RECOVERED)
  - 1410-S PRIMARY MONUMENT (RECOVERED)
  - 7370-S PRIMARY MONUMENT (ESTABLISHED)
  - 7370-S SECONDARY MONUMENT (ESTABLISHED)
  - NO MONUMENT RECOVERED OR ESTABLISHED
  - MONUMENT / PROPERTY LINE
  - EASEMENT LIMITS
  - PROPERTY LINE VACATED BY THIS SURVEY
  - EASEMENT VACATED BY THIS SURVEY
  - (C) COMPUTED
  - (1) U.S. SURVEY NO. 3808, ALASKA
  - (2) ALASKA STATE LAND SURVEY NO. 83-78, AMENDED (PLAT NO. 2003-12)
  - (3) LENA MARIE SUBDIVISION (PLAT NO. 87-33)

**GENERAL NOTES**

- 1.) THE BASIS OF BEARING UTILIZED TO CONDUCT THIS SURVEY WAS THE LINE OF BOUNDARY BETWEEN RECOVERED G.L.O./R.L.M. MONUMENTS FOR CORNERS 16 AND 17, U.S. SURVEY 3808 HAVING A BEARING OF N87°24'00" W.
- 2.) WHERE RECORDED SURVEY COURSES (BEARINGS AND/OR DISTANCES) DIFFER FROM MEASURED AND/OR COMPUTED COURSES BY THIS SURVEY, WILSON SURVEY COURSE IS SHOWN IN PARENTHESES AND THE FIELD MEASURED AND/OR COMPUTED COURSE IS SHOWN WITHOUT PARENTHESES.
- 3.) FIELD SURVEY WAS CONDUCTED BY CONVENTIONAL CONVENTIONAL SURVEYING METHODS UTILIZING A TOPCON CTS-302 TOTAL STATION AND RANGING Poles.
- 4.) NO LOT WITHIN BLOCKS A, B, C, OR D MAY BE FURTHER SUBDIVIDED, EXCEPT AS NOTED.
- 5.) UPON THE EXISTING EASEL WITHIN LOT 1, BLOCK B BEING ABANDONED, THE LOT MAY BE SUBDIVIDED AND DEVELOPED WITH UP TO FOUR (4) LOTS.
- 6.) WITH THE RECORDING OF THIS PLAN, BLOCK 7 PORTIONS OF LENA MARIE SUBDIVISION AND U.S. SURVEY 3808, ARE HEREBY INDICATED AS A GREENBELT FOR THE PRIMARY PURPOSE OF PROTECTING THE WETLANDS ASSOCIATED WITH "MORSE CREEK" OCCURRING THEREFROM A FRACTION OF U.S. SURVEY 3808 DESCRIBED AS BEING THAT AT THE MOST NORTHERLY CORNER OF U.S. SURVEY 3808. THENCE S84°08'31" E-442.03'; THENCE S15°24'52" E-995.47'; THENCE S89°52'12" E-552.43'; THENCE N17°29'16" W-251.82'; THIS GREENBELT AREA SHALL NOT BE VACATED WITHOUT WRITTEN U.S. ARMY CORPS OF ENGINEERS, THE BOUNDARIES OF BLOCKS E AND F ARE COMPUTED AS SHOWN FOR THE PURPOSE OF BOUNDARY RETRACEMENT.
- 7.) GRASS COVER SHALL BE MAINTAINED FOR 25' (FEET) BOUNDING LENA LOOP ROAD UNLESS IT IS DEMONSTRATED TO COMMUNITY DEVELOPMENT STAFF THAT WETLANDS CAN BE PRESERVED THROUGH OTHER MEANS.
- 8.) MAXIMUM FILL IN AREAS OF MAPPED WETLANDS SHALL NOT EXCEED 12,000 SQUARE FEET FOR COVERED HOUSES AND DRAINFIELD FILL PADS (EXCLUDES DRIVEWAYS). ADDITIONAL FILL MAY BE PERMITTED ON INDIVIDUAL LOTS IF APPROVED BY THE PLANNING COMMISSION. ANY FILL ON ANY LOT IN EXCESS OF THAT AMOUNT ALLOWED BY U.S. ARMY CORPS OF ENGINEERS PERMIT PWS-188-18-S MUST BE APPROVED IN ADVANCE BY THE U.S. ARMY CORPS OF ENGINEERS.
- 9.) LOTS 4, 5, 8 AND 7, BLOCK B WITH FRONTAGE ALONG BOTH POINT LENA LOOP ROAD AND OCEAN VIEW DRIVE WILL BE ALLOWED ACCESS FROM OCEAN VIEW DRIVE ONLY.
- 10.) THE TOE OF DRAINFIELD FILL FOR ON-LOT WASTEWATER TREATMENT SYSTEMS SHALL BE SET BACK FROM THE NEAREST DOWN SLOPE PROPERTY LINE USING THE FOLLOWING (FOOT) SLOPE: SLOPE SHALL BE MEASURED BETWEEN THE TOE OF THE DRAINFIELD FILL AND THE NEAREST DOWN SLOPE PROPERTY LINE.  
 PERCENT OF SLOPE = SETBACK IN FEET  
 EXAMPLES: 15% SLOPE = 15 FOOT SETBACK  
 25% SLOPE = 25 FOOT SETBACK  
 30% SLOPE = 30 FOOT SETBACK



**SPECIAL NOTE**  
 SALE, CONSTRUCTION, AND DEVELOPMENT OF LOTS WITHIN THE SOUTH LENA SUBDIVISION ARE SUBJECT TO, AND MUST COMPLY WITH, C.D. ORDINANCES 2005-160A AND 2005-170A, AS THEY MAY BE AMENDED FROM TIME TO TIME.



2006-57  
 2006-49

**SOUTH LENA SUBDIVISION**  
 TRACT A, A.S.L.S. 93-78;  
 LOT 3, LENA MARIE SUBDIVISION  
 LOTS 2, 3 & 4A, U.S. SURVEY NO. 3808  
 JUNEAU RECORDING DISTRICT  
 CITY & BOROUGH OF JUNEAU, ALASKA  
 PLAN NO. 2006-49

# State of Alaska



## Patent

No. 5406

Know All Men By These Presents that the State of Alaska, in consideration of the sum of  
TEN AND NO/100----- DOLLARS

lawful money of the United States, and other good and valuable considerations, now paid, the receipt whereof is  
hereby acknowledged, does hereby grant to

CITY AND BOROUGH OF JUNEAU

155 South Seward Street, Juneau, Alaska 99801 and to

its successors and assigns, all that real property situated in the Borough of City and Borough of Juneau,  
State of Alaska, and described as follows:

U.S. SURVEY NO. 3809, ALASKA

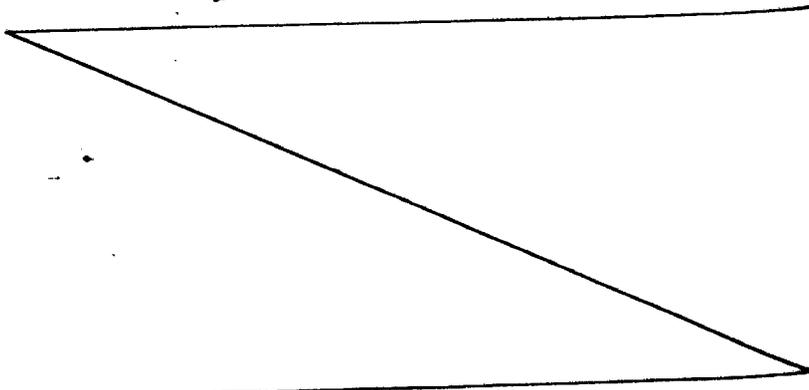
LOT 2: Excluding Point Lena Road (Lena Cove Road)  
Alaska Project No. 296051.

LOT 3: Excluding Point Lena Road (Lena Cove Road)  
Alaska Project No. 296051 and Right-of-Way  
BLM Serial No. A-024146 (Glacier Highway).

CONTAINING 41.40 ACRES, MORE OR LESS.

Subject to valid existing trails, roads and easements.

Net chargeable acreage under A.S. 29.18.201 is 36.67  
acres.



8 1-8 0 6 0

1100

REC.  
RICT

Nov 2 11 09 AM '81

TESTED BY JCTB  
ADDRESS Bob Ward

Township 40 SOUTH Range 65 EAST COPPER RIVER Meridian

Alaska, according to the official survey thereof numbered USS 3809

**Save And Except** those restrictions appearing in the Federal Patent or other conveyance by which the Grantor acquired title:

**And Further**, Alaska, as Grantor, hereby expressly saves, excepts and reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, all oils, gases, coal, ores, minerals, fissionable materials, geothermal resources, and fossils of every name, kind or description, and which may be in or upon said lands above described, or any part thereof, and the right to explore the same for such oils, gases, coal, ores, minerals, fissionable materials, geothermal resources, and fossils, and it also hereby expressly saves and reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, the right to enter by itself, its or their agents, attorneys, and servants upon said lands, or any part or parts thereof, at any and all times for the purpose of opening, developing, drilling, and working mines or wells on those or other lands and taking out and removing therefrom all such oils, gases, coal, ores, minerals, fissionable materials, geothermal resources, and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, the right by its or their agents, servants and attorneys at any and all times to erect, construct, maintain, and use all such buildings, machinery, roads, pipelines, powerlines, and railroads, sink such shafts, drill such wells, remove such soil, and to remain on said lands or any part thereof for the foregoing purposes and to occupy as much of said lands as may be necessary or convenient for such purposes hereby expressly reserving to itself, its lessees, successors, and assigns, as aforesaid, generally all rights and power in, to, and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and rights hereby expressly reserved.

**To Have And To Hold** the said land, together with the tenements, hereditaments, and appurtenances thereunto appertaining, unto the said Grantee and its successors and assigns forever.

**In Testimony Whereof** the State of Alaska has caused these presents to be executed by the Director of the Division of Technical Services, Department of Natural Resources, State of Alaska, pursuant to delegated authority, this 2nd day of September A.D. 19 81.

*Warner T. May*  
Director, Division of Technical Services

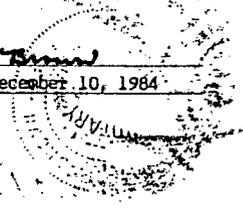
State of Alaska )  
THIRD Judicial District )

**This I do Certify** that on the 2nd day of September 19 81 appeared before me Warner T. May who is known to me to be the Director of the Division of Technical Services,

Department of Natural Resources, State of Alaska, or the person who has been lawfully delegated the authority of said Director to execute the foregoing document; that he executed said document under such legal authority and with knowledge of its contents; and that such act was performed freely and voluntarily upon the premises and for the purposes stated therein.



*Celia M. Brown*  
Notary Public in and for Alaska  
My Commission expires December 10, 1984  
State Record of Patents  
Vol. LV  
Page 6  
ADL No. 100406  
Patent No. 5406



# State of Alaska



## Patent

No. 274

Know All Men By These Presents that the State of Alaska in consideration of the sum of ONE AND NO/100 DOLLARS, lawful money of the United States and other good and valuable consideration, now paid, the receipt whereof is hereby acknowledged, does hereby grant to GREATER JUNEAU BOROUGH

.....th heirs and assigns all the real property situated in the Borough of GREATER JUNEAU State of Alaska, described as follows:

LOTS FOUR (4) AND FOUR-A (4-A), U. S. SURVEY #3809, ING 47.94 ACRES MORE OR LESS.

SUBJECT TO ANY AND ALL VALID AND EXISTING RIGHTS.

COPYING RECORDED - FILED	
Juneau REC. DIST.	
DATE <u>12-31</u> 19 <u>65</u>	
TIME <u>11:54</u> A.M.	
Submitted by <u>[Signature]</u>	
Address _____	

Township 40 SOUTH Range 64 AND 65 EAST COPPER RIVER Meridian,

Alaska, according to the official survey thereof save and except those restrictions appearing in the Federal Patent or other conveyance by which the Grantor acquired title and further, Alaska, the Grantor, expressly reserves, out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, all oils, gases, coal, ores, minerals, fissionable materials, and fossils of every name, kind or description, and which may be in or upon said lands above described, or any part thereof, and the right to explore the same for such oils, gases, coal, ores, minerals, fissionable materials and fossils, and it also hereby expressly saves and reserves out of the grant hereby made, unto itself, its lessees, successors and assigns forever, the right to enter by itself, its or their agents, attorneys, and servants upon said lands, or any part or parts thereof, at any and all times, for the purpose of opening, developing, drilling and working mines or wells on these or other lands, and taking out and removing therefrom all such oils, gases, coal, ores, minerals, fissionable materials and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, the right by its or their agents, servants and attorneys at any and all times to erect, construct, maintain, and use all such buildings, machinery, roads, pipelines, power-lines, and railroads, sink such shafts, drill such wells, remove such soil, and to remain on said lands or any part thereof for the foregoing purposes and to occupy as much of said lands as may be necessary or convenient for such purposes hereby expressly reserving to itself, its lessees, successors, and assigns, as aforesaid, generally all rights and power in, to, and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and rights hereby expressly reserved.

To Have and to Hold the said land with the appurtenances thereof unto the said Grantee and .....th heirs and assigns forever.

In Testimony Whereof the State of Alaska has caused these presents to be executed by the Director of the Division of Lands and the Seal of the State to be hereunto affixed this TWENTY-EIGHTH day of DECEMBER A.D. 1965

[Signature]  
Director, Division of Lands

State Record of Patents

Vol. 3

Page 74

JUNEAU

Serial No. 65-3357