



**ENVIRONMENTAL COVENANT
AND RIGHT OF ACCESS
(Fairbanks Recording District)**

Regarding the property located and described as follows:

3349 CLAUDE ST, NORTH POLE, AK 99705

A portion of Lot Five in Section 29, Township 2 South, Range 3 East, Fairbanks Meridian, Fairbanks Recording District, Fourth Judicial District, State of Alaska, more particularly described as follows: Beginning at the South East corner of Lot Five, being also the Southwest corner of Claude Street as shown on the plat of MOOSE CREEK ACRES, filed May 27, 1969 as Instrument Number 69-4001; Records of the Fairbanks Recording District; THENCE North 74°26'05" West along the Southerly line of said Lot Five, a distance of 200 feet; THENCE North parallel to the East line of said Lot Five, a distance of 100 feet; THENCE Northeasterly to a point on the East line of said Lot Five that lies 200 feet North of the Southeast corner of said Lot Five; THENCE South along the East line of said Lot Five, a distance of 200 feet to THE POINT OF BEGINNING.

Grantor (and grantee for the purposes of indexing pursuant to AS 46.04.320(a) of UECA):

Albert M. Samuel

Prepared by / Return to:

William Butler
Director of City Services
City of North Pole
North Pole, AK 99705

PAN 186155

This instrument was prepared by:

William Butler
Director of City Services
City of North Pole
125 Snowman Lane
North Pole, AK 99705

Please return this instrument to:

William Butler
Director of City Services
City of North Pole
125 Snowman Lane
North Pole, AK 99705

**(FAIRBANKS RECORDING DISTRICT)
ENVIRONMENTAL COVENANT AND RIGHT OF ACCESS**

This Environmental Covenant and Right of Access (“**Environmental Covenant**”) is made this 26th day of March, 2021, by and among Albert M. Samuel, (together with its successors and/or assigns, the “**Grantor**”), whose address is 3349 CLAUDE ST, NORTH POLE AK 99705 6911, and the Holder(s)/Grantee(s) further identified in paragraph 2 below, pursuant to the Uniform Environmental Covenants Act, AS 46.04.300 – 46.04.390 (“**UECA**”) for the purpose of subjecting the Property (as defined below) to the Activity and Use Limitations described herein.

1. **Property.** Grantor is the owner of that certain real property subject to this Environmental Covenant (the “**Property**”) located at 3349 CLAUDE ST, NORTH POLE, AK 99705, which is depicted and described in Appendix A.

2. **Holder (and Grantee for the purposes of indexing).** Albert M. Samuel is a Holder (“**Holder**”) (and Grantee for the purposes of indexing pursuant to AS 46.04.320(a) of UECA), of this Environmental Covenant as that term is defined in AS 46.04.300(b).

3. **Environmental Response Project and Administrative Record.**

A. This Environmental Covenant is a component of an environmental response project as defined in AS 46.04.300(a) and .390(3) of UECA.

B. The Property is a parcel within the environmental response project for the community of Moose Creek, Alaska where a response action is being performed by the United States Air Force (“**USAF**”) pursuant to Sections 104 and 120 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. §§ 9604 and 9620. The Activity and Use Limitations are required as part of the environmental response



project to prohibit the use of, and protect against exposure to, contaminated groundwater and have been approved by the USAF, the United States Environmental Protection Agency (“USEPA”), and the State of Alaska Department of Environmental Conservation (“ADEC”).

C. Grantor wishes to cooperate fully with USEPA, ADEC and the USAF in the implementation, operation, and maintenance of all CERCLA response actions on the Property.

D. The Administrative Record for the environmental response project that impacts the Property may be accessed online at <https://ar.afcec-cloud.af.mil/> under the installation name Eielson Air Force Base, AK; and the release/cleanup are documented in the ADEC contaminated sites database at <https://dec.alaska.gov/Applications/SPAR/PublicMVC/CSP/Search/> under Hazard ID number 26773.

4. **Grant of Covenant. Covenant Runs with the Land.** Now, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor creates this Environmental Covenant pursuant to the UECA so that the Activity and Use Limitations, Rights of Access, and other affirmative obligations and conditions set forth herein shall “run with the land” in accordance with AS 46.04.310(a) of UECA and shall be binding on Grantor, its heirs, successors and assigns, and on all present and subsequent owners, and current and future occupants, lessees or other persons holding or acquiring an interest in the Property.

5. **Activity and Use Limitations.** The following Activity and Use Limitations apply to the Property:

A. **Restricted Access and Use of Groundwater** – Except as provided in Section 5.D below or required as part of a USEPA, ADEC, or USAF approved response activity, any drilling, boring, or other construction or use of a well for the purpose of extracting water for any purpose other than groundwater quality monitoring or groundwater remediation, including but not limited to, domestic, potable, or industrial uses is prohibited on the Property.

B. **Restricted Use of Groundwater** – Contaminated water may not be pumped, drained, dewatered, used for irrigation, dust control, or any other purpose on or off the site without prior ADEC approval of exemption from this Activity and Use Limitation, and may be subject to treatment, monitoring, or disposal requirements including obtaining any applicable permits.

C. **Remedial Measures and Equipment Preservation** – Except as specifically authorized in writing by ADEC, all uses and development of the Property shall preserve the integrity of any remedial measures, remedial equipment, and groundwater monitoring wells or systems.

D. During the period commencing on the Effective Date of this Environmental Covenant and terminating on the first to occur of: (a) the date the City of North Pole, Alaska (the “City”) begins providing potable water through the City water system to the Property, or (b) such



date as the completion of the Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) (the “**Project**”), by and between City and HC Contractors executed February 7, 2020, (the “**Transition Period**”), the extraction of groundwater by the Owner shall be allowed, so long as the groundwater is treated through an acceptable filtration system. Upon termination of the Transition Period, no extraction or use of the groundwater shall be permitted.

6. Right of Access. Grantor hereby consents to officers, employees, contractors, and authorized representatives of ADEC, USEPA and the USAF entering and having continued access at reasonable times to the Property for the following purposes:

A. Implementing, operating and maintaining the environmental response project referenced in paragraph 3 above;

B. Monitoring and conducting periodic reviews of the environmental response project referenced in paragraph 3 above including without limitation, sampling of air, water, groundwater, sediments and soils;

C. Verifying any data or information submitted to USEPA, ADEC, or the USAF; and

D. Verifying that no action is being taken on the Property in violation of the terms of this Environmental Covenant, the environmental response project referenced in paragraph 3 above, or of any federal or state environmental laws or regulations;

Nothing in this Environmental Covenant shall limit or otherwise affect USEPA, ADEC and the USAF’s rights of entry and access or USEPA’s, ADEC’s and the USAF’s authority to take response actions under CERCLA, the National Oil and Hazardous Substances Pollution Contingency Plan (NCP, 40 Code of Federal Regulations (C.F.R.) Part 300 – 399)), or other federal and state law.

7. Reserved Rights of Grantor. Grantor hereby reserves unto itself, its successors and assigns, including heirs, lessees and occupants, all rights and privileges in and to the use of the Property that are not incompatible with the Activity and Use Limitations identified herein.

8. No Public Access and Use: No right of access or use by the general public to any portion of the Property is conveyed by this Environmental Covenant.



9. **Future Conveyances, Notice and Reservation:**

A. Grantor shall include in any future instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a notice and reservation which is in substantially the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT AND RIGHT OF ACCESS DATED _____, 20__, RECORDED IN THE PUBLIC LAND RECORDS ON _____, 20__, IN BOOK _____, PAGE _____, OF THE _____ RECORDING DISTRICT [(S) REPEAT AS NECESSARY], ALASKA, IN FAVOR OF HOLDER, AND ENFORCEABLE BY, THE STATE OF ALASKA, THE USAF AND USEPA.

B. Grantor shall provide written notice to ADEC, USEPA, and the USAF within 30 days prior to any conveyance of fee title to the Property or any portion of the Property. The notice shall identify the name and contact information of the intended new owner in fee, and the portion of the Property to be conveyed to that owner.

C. Grantor shall notify ADEC at least 45 days prior to Grantor's petitioning for or filing of any document initiating a rezoning of the Property; or any proposed land use changes or applications for building permits that are inconsistent with the provisions herein.

10. **Reporting.**

Grantor shall report to ADEC every Five (5) years to document the status of compliance with the Activity and Use Limitations required by this Environmental Covenant. Such reports and any other communications shall be transmitted to ADEC via the email address or mailing address listed at paragraph 16.

11. **Enforcement and Compliance.**

A. Civil Action for Injunction or Equitable Relief. This Environmental Covenant may be enforced through a civil action for injunctive or other equitable relief for any violation of any term or condition of this Environmental Covenant, including violation of the Activity and Use Limitations under Paragraph 6 and denial of Right of Access under Paragraph 7. Such an action may be brought individually or jointly by any party listed in AS 36.04.335(b) of UECA, and specifically by:

- i. ADEC;
- ii. USEPA; or,
- iii. the USAF.



B. Other Authorities Not Affected. No Waiver of Enforcement. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Nothing in this Environmental Covenant affects USEPA, ADEC, or the USAF's authority to take or require performance of response actions to address releases or threatened releases of hazardous substances, pollutants, or contaminants at or from the Property, or to enforce a consent order, consent decree, or other settlement agreement entered into by USEPA, ADEC, or the USAF. Enforcement of the terms of this Environmental Covenant shall be at the discretion of the parties authorized to enforce; and any forbearance, delay or omission to exercise its rights under this Environmental Covenant in the event of a breach of any term of this Environmental Covenant shall not be deemed to be a waiver of such term or of any subsequent breach of the same or any other term, or of any of the rights of a party.

C. Former Owners and Interest Holders Subject to Enforcement. A fee owner, or other person that holds any right, title or interest in or to the Property remains subject to enforcement with respect to any violation of this Environmental Covenant by the owner or other person which occurred during the time when the owner or other person was bound by this Environmental Covenant regardless of whether the owner or other person has subsequently conveyed the fee title, or other right, title or interest, to another person.

12. Waiver of certain defenses: This Environmental Covenant may not be extinguished, limited, or impaired through issuance of a tax deed, foreclosure of a tax lien, or application of the doctrine of adverse possession, prescription, abandonment, waiver, lack of enforcement, or acquiescence, or similar doctrine as set forth in AS 46.04.325(f) of UECA.

13. Representations and Warranties: Grantor hereby represents and warrants to ADEC, USEPA, and the USAF that, at the time of execution of this Environmental Covenant, Grantor is lawfully seized in fee simple of the Property, Grantor has a good and lawful right and power to bind the Property as provided in this Environmental Covenant.

14. Amendment or Termination. This Environmental Covenant may be amended or terminated by consent if the amendment or termination is signed by ADEC, USEPA, USAF, and the owner in fee of the Property, after written notice of any proposed amendment or termination is provided to ADEC, USEPA and USAF. All other signers of this Environmental Covenant waive the right to consent to an amendment or termination of this Environmental Covenant. Additionally, this covenant can be amended or terminated as provided by AS 46.04.325 and AS 46.04.330.



15. Notices: Any notice, demand, request, consent, approval, or communication that a party desires or is required to give to another party shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:
Albert M. Samuel
3349 CLAUDE ST
NORTH POLE AK 99705 6911

To State of Alaska, Department of Environmental Conservation
Division of Spill Prevention and Response:

CS.Submittals@alaska.gov
or
Institutional Controls Unit
Contaminated Sites Program
Department of Environmental Conservation
P.O. Box 111800
Juneau, Alaska 99811-1800

[add third party beneficiary contact information if applicable]

To U.S. Environmental Protection Agency:

Director, Superfund and Emergency Management Division
United States Environmental Protection Agency
Region 10
1200 Sixth Avenue
Seattle, Washington 98101

To United States Air Force:
Attn: Environmental Restoration Project Manager, AFCEC/CZOP
10471 20th Street, Suite 345
JBER, AK 99506

16. Recording and Notice of Environmental Covenant, Amendments and Termination.

A. The Original Environmental Covenant. An Environmental Covenant must be recorded in the Fairbanks Recorder's Office, Department of Natural Resources, State of Alaska. Within 30 days after ADEC signs and delivers this Environmental Covenant to Grantor, Grantor shall record this Environmental Covenant in the Recorder's Office, Department of Natural Resources, State of Alaska.

PAN #186155



B. Termination, Amendment or Modification. Within 30 days after ADEC signs and delivers to owner in fee any termination, amendment or modification of this Environmental Covenant, the owner shall record the amendment, modification, or notice of termination of this Environmental Covenant in the recorder's office of the Borough in which the Property is located.

C. Providing Notice of Covenant, Termination, Amendment or Modification. Within 30 days after recording this Environmental Covenant, Grantor shall transmit a copy of the Environmental Covenant in recorded form to:

- i. ADEC;
- ii. USEPA;
- iii. USAF;
- iv. each person holding a recorded interest in the groundwater of the Property identified in Appendix B;
- v. each person in possession of the Property; and
- vi. each political subdivision in which the Property is located.

Within 30 days after recording a termination, amendment or modification of this Environmental Covenant, the owner in fee shall transmit a copy of the document in recorded form to the persons listed in items i. to vi. above.

17. General Provisions:

A. Controlling law: This Environmental Covenant shall be construed according to and governed by the laws of the State of Alaska and the United States of America.

B. Liberal construction: Any general rule of construction to the contrary notwithstanding, this Environmental Covenant shall be liberally construed in favor of the establishment of Activity and Use Limitations that run with the land to affect the purpose of this Environmental Covenant and the policy and purpose of the environmental response project and its authorizing laws. If any provision of this Environmental Covenant is found to be ambiguous, an interpretation consistent with the purpose of this Environmental Covenant that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. No Forfeiture: Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

D. Joint Obligation: If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

E. Captions: The captions in this Environmental Covenant have been inserted solely for convenience of reference and are not a part of this Environmental Covenant and shall have no effect upon construction or interpretation.



18. **Effective Date.** This Environmental Covenant is effective on the date of recording in the public lands record.

19. **List of Appendices:**

Appendix A – Legal Description and map of the Property

Appendix B – List of Recorded Groundwater Interests Impacted by the Environmental Covenant

[Signature Pages to follow]



All Property Owners must complete and sign a separate signature page in front of a Notary Public.

IN WITNESS WHEREOF, THIS INSTRUMENT HAS BEEN EXECUTED ON THE DATES INDICATED BELOW:

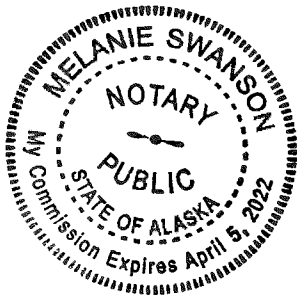
FOR THE GRANTOR:

By: Albert M Samuel (signature)

Name of signer: Albert M. Samuel (print)

State of Alaska)
) SS.
Borough of Fairbanks North Star)

On March 26, 20 21, this instrument was acknowledged before me by,
Albert M. Samuel.



[Signature] (signature)
Notary Public

My Commissioner Expires 4-5-2022



If you are submitting the Environmental Covenant on behalf of an organization, complete and sign this page in front of a Notary Public.

THE UNDERSIGNED REPRESENTATIVE OF THE GRANTOR REPRESENTS AND CERTIFIES THAT HE/SHE IS AUTHORIZED TO EXECUTE THIS ENVIRONMENTAL COVENANT.

FOR THE GRANTOR:

Organization: _____ (print)

By: _____ (signature)

Name: _____ (print)

Title: _____ (print)

State of Alaska)

) SS.

Borough of Fairbanks North Star)

On _____, 20____, this instrument was acknowledged before me by,

_____ on behalf of _____

(signature)
Notary Public

My Commissioner Expires _____



FOR THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By Stephanie Buss (signature)

Stephanie Buss,
Contaminated Sites Program Manager
Department of Environmental Conservation

State of Alaska)
)SS.
Borough of Juneau)

This instrument was acknowledged before me on Sept 16, 2021, by Stephanie Buss, the Contaminated Sites Program Manager for the Department of Environmental Conservation, a state agency, on behalf of the State of Alaska.



Selina Hernandez (signature)
Notary Public
My Commission Expires N/A

PAN # 186155

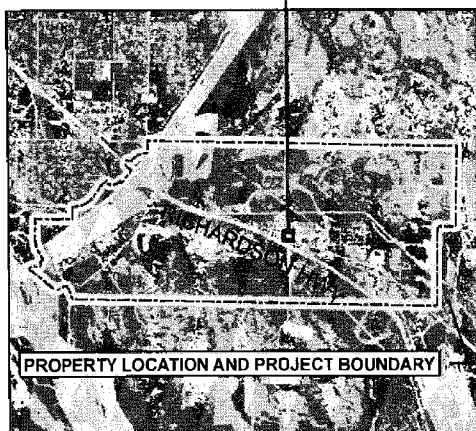


Appendix A – Legal Description and Map of the Property

Full Legal Description:

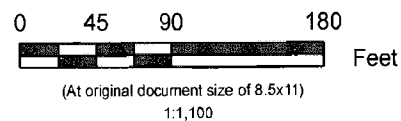
A portion of Lot Five in Section 29, Township 2 South, Range 3 East, Fairbanks Meridian, Fairbanks Recording District, Fourth Judicial District, State of Alaska, more particularly described as follows: Beginning at the South East corner of Lot Five, being also the Southwest corner of Claude Street as shown on the plat of MOOSE CREEK ACRES, filed May 27, 1969 as Instrument Number 69-4001; Records of the Fairbanks Recording District; THENCE North 74°26'05" West along the Southerly line of said Lot Five, a distance of 200 feet; THENCE North parallel to the East line of said Lot Five, a distance of 100 feet; THENCE Northeasterly to a point on the East line of said Lot Five that lies 200 feet North of the Southeast corner of said Lot Five; THENCE South along the East line of said Lot Five, a distance of 200 feet to THE POINT OF BEGINNING.





Legend

- Existing Well
- Select Parcel
- Parcel Boundaries



Project

Moose Creek Water Expansion

FNSB Property Assessment Number (PAN)

186155

Address

**3349 CLAUDE ST
NORTH POLE, AK 99705**

Notes:

1. Coordinate System: NAD 1983 StatePlane Alaska 3 FIPS 5003 Feet
2. Data Sources: Fairbanks North Star Borough Parcel/Tax Database, AK Department of Natural Resources
3. Imagery: 2017 Fairbanks North Star Borough



**Appendix B – List of Recorded Groundwater Interests Impacted by the
Environmental Covenant**

Deed of Trust #1: 2004-009476-0

Deed of Trust, including terms and provisions thereof, to secure an indebtedness:

Amount: \$240,000.00

Trustor: **ALBERT M. SAMUEL**

Trustee: **FAIRBANKS TITLE AGENCY, INC.**

Beneficiary: **KEYBANK NATIONAL ASSOCIATION**

Dated: May 3, 2004

Recorded: May 6, 2004

Instrument No.: 2004-009476-0

Notice of Default under the terms of said Deed of Trust, setting sale for:

Date: September 18, 2009

Time: 10:00 AM

Recorded: June 11, 2009

Instrument No.: 2009-010168-0

Notice of Postponement, and the terms, contained therein, recorded October 30, 2009 as Instrument No. 2009-021053-0.

Notice of Postponement and the terms, contained therein, recorded January 27, 2010 as Instrument No. 2010-001275-0.

Termination Notice of Deed of Trust Foreclosure:

Recorded: March 31, 2010

Instrument No.: 2010-005033-0

Substitution of Trustee, recorded July 16, 2012

as Instrument No. 2012-013452-0.

New Trustee: **YUKON TITLE COMPANY, INC.**

Deed of Trust #2: N/A





CITY OF NORTH POLE

"Where the Spirit of Christmas Lives Year Round"

125 Snowman Lane • North Pole, Alaska 99705-7708
E-mail: mayor@northpolealaska.com • Website: www.northpolealaska.com

June 24, 2021

City Hall
907-488-2281
Fax: 907-488-3002

Mayor
907-488-8584

City Clerk
907-488-8583

Police
Department
907-488-6902

Fire
Department
907-488-2232

Utilities
907-488-6111

Director of
City Services
907-488-8593

Finance
907-488-8594

Dennis Shepard
ADEC Division of Spill Prevention and Response
610 University Avenue
Fairbanks, AK 99709

RE: Rejected Environmental Covenant for PAN 186155

Dear Mr. Shepard:

In your correspondence for June 14, 2021, File No.:107.38.150, you returned the environmental covenant for PAN 186155 and explained the reason the covenant was rejected. The Notice of Default was recorded in 2009 as Instrument Number 2009-010168-0 and established September 18, 2009 as the date of foreclosure. The foreclosure was postponed by the Notice of Postponement recorded in 2009 as Instrument Number 2009-021053-0 to January 27, 2010 and again to April 28, 2010 by a second Notice of Postponement recorded in 2010 as Instrument Number 2010-001275-0. Finally a Notice of Cancellation of Sale was recorded in 2010 as Instrument Number 2010-005033-0 cancelling the non-judicial foreclosure sale of the properties. No other Notice of Default, a prerequisite for any valid foreclosure, or Foreclosure Deed appears of record after 2010 in the Title Report dated February 27, 2020. Had a foreclosure occurred, a foreclosure deed would have been recorded to provide public notice of the change in ownership and satisfaction of the Deed of Trust. No Foreclosure Deed has been recorded and therefore the presumption is that ownership of the Property remains with Mr. Samuel. A copy of the title report for the property is provided for your information.

Sincerely,

William Butler

William Butler
Director of City Services

Enclosure





LIMITED LIABILITY REPORT

FEE: \$255.00

Order No.: Y20-03426

Customer: Stantec Consulting Services Inc

Reference No.: 0186155

The Agent has searched its internal title plant records, applicable governmental records regarding property taxes, and such other public records for the Recording District which are normally searched in the conduct of a title examination.

Effective Date: February 27, 2020 at 8:00 A.M.

Krystle Bryan
Authorized Agent
krystle@yukontitle.com



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

Albert M. Samuel

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

Fee Simple

The land referred to in this Report is situated in the **Fairbanks** Recording District, **Fourth** Judicial District, State of Alaska and is described as follows:

A portion of Lot Five in Section 29, Township 2 South, Range 3 East, Fairbanks Meridian, Fairbanks Recording District, Fourth Judicial District, State of Alaska, more particularly described as follows:

Beginning at the South East corner of Lot Five, being also the Southwest corner of Claude Street as shown on the plat of MOOSE CREEK ACRES, filed May 27, 1969 as Instrument Number 69-4001; Records of the Fairbanks Recording District; THENCE North 74°26'05" West along the Southerly line of said Lot Five, a distance of 200 feet; THENCE North parallel to the East line of said Lot Five, a distance of 100 feet; THENCE Northeasterly to a point on the East line of said Lot Five that lies 200 feet North of the Southeast corner of said Lot Five; THENCE South along the East line of said Lot Five, a distance of 200 feet to THE POINT OF BEGINNING.

According to those public records which, under the recording laws, impart constructive notice of matters relating to title to the Property, only the following matters appear in such records relating to the Property:

EXCEPTIONS:

1. **Reservations and exceptions** as contained in the U.S. Patent.
2. **Delinquent taxes, owed the Fairbanks North Star Borough.**
 Parcel No.: 0186155
 Taxes For: 2019
 Original Amount: **\$1,205.94 with a PARTIAL EXEMPTION. The BASE AMOUNT being \$2,115.32.**
 Balance Due: \$584.68, plus penalties, interest and fees
3. **Reservation of all oil, gas and other mineral deposits** reserved to the **UNITED STATES OF AMERICA** by Patent recorded May 1, 1968 in Book 214 at Page 39.

The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

4. **Right of public and governmental agencies** in and to any portion of said land included within the boundaries of any trails, streets, roads or highways.
5. **Right-of-Way Easement**, including terms and provisions thereof, granted to **GOLDEN VALLEY ELECTRIC ASSOCIATION, INC.**, and their assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded May 27, 1960 in Book 114 at Page 401. (Blanket Easement)
6. **Right-of-Way Easement**, including terms and provisions thereof, granted to **GOLDEN VALLEY ELECTRIC ASSOCIATION, INC.**, and their 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 21, 1961 in Book 135 at Page 190. (Blanket Easement)



7. **Right-of-Way Easement**, including terms and provisions thereof, granted to **GOLDEN VALLEY ELECTRIC ASSOCIATION, INC.**, and their assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded October 13, 1966 in Book 197 at Page 290. (Blanket Easement)

8. **Deed of Trust**, including terms and provisions thereof, to secure an indebtedness:

Amount: \$240,000.00
 Trustor: **ALBERT M. SAMUEL**
 Trustee: **FAIRBANKS TITLE AGENCY, INC.**
 Beneficiary: **KEYBANK NATIONAL ASSOCIATION**
 Dated: May 3, 2004
 Recorded: May 6, 2004
 Instrument No.: 2004-009476-0

Notice of Default under the terms of said Deed of Trust, setting sale for:

Date: September 18, 2009
 Time: 10:00 AM
 Recorded: June 11, 2009
 Instrument No.: 2009-010168-0

Notice of Postponement, and the terms, contained therein, recorded October 30, 2009 as Instrument No. 2009-021053-0.

Notice of Postponement and the terms, contained therein, recorded January 27, 2010 as Instrument No. 2010-001275-0.

Termination Notice of Deed of Trust Foreclosure:

Recorded: March 31, 2010
 Instrument No.: 2010-005033-0

Substitution of Trustee, recorded July 16, 2012 as Instrument No. 2012-013452-0.

New Trustee: **YUKON TITLE COMPANY, INC.**

9. **Pursuant to Alaska Statute 34.15.010**, the right, title and interest of the spouse of the vestee herein, if married.
10. **Any bankruptcy proceeding not disclosed** by the acts that would afford notice to said land, pursuant to Title 11, U.S.C. 549 (c) of the Bankruptcy Reform Act of 1978 and amendments thereto.
11. **Occupant(s) or any parties** whose rights, interests or claims are not shown by the public records but which could be ascertained by an inspection of the land described above by making inquiry of persons in possession thereof, including but not limited to, any lien or right to a lien for services, labor or material theretofore or hereafter furnished.



IMPORTANT - READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFORE, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT YUKON TITLE'S PRIOR WRITTEN CONSENT. YUKON TITLE DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT YUKON TITLE'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT YUKON TITLE WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. YUKON TITLE MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

