



MEMORANDUM

CC-26-053

Ordinance 26-17, an Ordinance of the City Council of Homer, Alaska Amending the FY26 Capital Budget to Appropriate \$240,000 from the Water CARMA Fund for the Purchase of Two Properties for Future Water Treatment Needs and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents.

Item Type: Backup Memorandum
Prepared For: Mayor Lord and Homer City Council
Date: February 25, 2026
From: Julie Engebretsen, Community Development Director, Dan Kort, Public Works Director
Through: Melissa Jacobsen, City Manager

BACKGROUND:

Staff met with Water and Wastewater Treatment Plant Superintendent Todd Cook and Public Works Director Dan Kort to assess future real estate requirements for water utility operations. After nearly 20 years of water treatment plant operations, continuously changing and emerging regulatory requirements and operational experience support the need for future expansion space to accommodate future settling ponds and treatment processes.

The current water treatment plant site was acquired through eminent domain and was the right size at the time of construction. Subsequently, a conservation easement was placed on adjacent private land, precluding future expansion in that direction. While the original acquisition was adequate for the needs at the time, it did not include space for future expansion. At some point in the future, evolving regulations will very likely necessitate additional real estate for long-term facility needs. Buying location-sensitive real estate becomes more complicated as Homer develops.

The two lots proposed for purchase are located adjacent to the million-gallon water treatment tank on Skyline Drive. The two parcels contain 11.29 acres of relatively level, dry ground suitable for water treatment operations. Staff worked with a realtor to negotiate a sales price of \$230,000 for both properties. Additional funds are included in the ordinance to cover closing costs. Any unspent funds will be returned to the fund.

HCC 18.06.020 requires the City Manager to provide Council with three items related to a land purchase.

1. Title report: *Attached.*

2. KPB tax assessment or and appraisal: *KPB tax valuation (2025) attached. Third-party appraisal underway and will be provided to Council prior to Public Hearing.*
3. A review of any problems in acquisition: *No problems anticipated.*

Strategic Value

These parcels are strategically positioned, contiguous to the existing facility and infrastructure and on the correct side of the ridge for efficient future expansion of water treatment operations. While the City owns property north of the treatment plant, utilizing that land would require additional pumping infrastructure and higher ongoing maintenance and operational costs due to unfavorable topography. The Skyline Drive parcels' proximity to existing infrastructure makes them the preferred option for long-term expansion anticipated within the next 50 years.

RECOMMENDATION:

Adopt ordinance to purchase the lots.

ATTACHMENTS:

Kenai Peninsula Borough 2025 tax values

Map

Title Report

Taxing Detail

Owner:
SMITH LEROY K
 Mailing Address:
10031 GEBHART DR ANCHORAGE AK 99515-2529

PIN:
17308041
 Property Address:
200 SKYLINE DR HOMER AK

Tax Roll:
Real Property
 TAG:
20 - HOMER CITY

For Tax Year:
2025

Bill Number:
2025048949

 For information regarding the charges listed here, please contact the Kenai Peninsula Borough at 907-714-2304.

▲ Authority : **HOMER**

| Fund | Assessed Value | Exemption | Taxable Value | Tax Rate | Tax | Credit | Net Tax | Tax Savings |
|----------------------|----------------|-----------|---------------|-------------------|------------|---------------|----------------|----------------|
| BOROUGH | 117,800 | 0 | 117,800 | 0.003850 | 453.53 | 0.00 | 453.53 | 0.00 |
| HOMER | 117,800 | 0 | 117,800 | 0.004500 | 530.10 | 0.00 | 530.10 | 0.00 |
| SH TY18 & Prior Debt | 117,800 | 0 | 117,800 | 0.000340 | 40.05 | 0.00 | 40.05 | 0.00 |
| SOUTH HOSPITAL | 117,800 | 0 | 117,800 | 0.001120 | 131.94 | 0.00 | 131.94 | 0.00 |
| | | | | Total Rate | Tax | Credit | Net Tax | Savings |
| | | | | 0.009810 | 1,155.62 | 0.00 | 1,155.62 | 0.00 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| All Totals | | | | | Tax | Credit | Net Tax | Savings |
| | | | | | 1,155.62 | 0.00 | 1,155.62 | 0.00 |

Taxing Detail

Owner:
SMITH LEROY K
 Mailing Address:
10031 GEBHART DR ANCHORAGE AK 99515-2529

PIN:
17308042
 Property Address:
240 SKYLINE DR HOMER AK

Tax Roll:
Real Property
 TAG:
20 - HOMER CITY

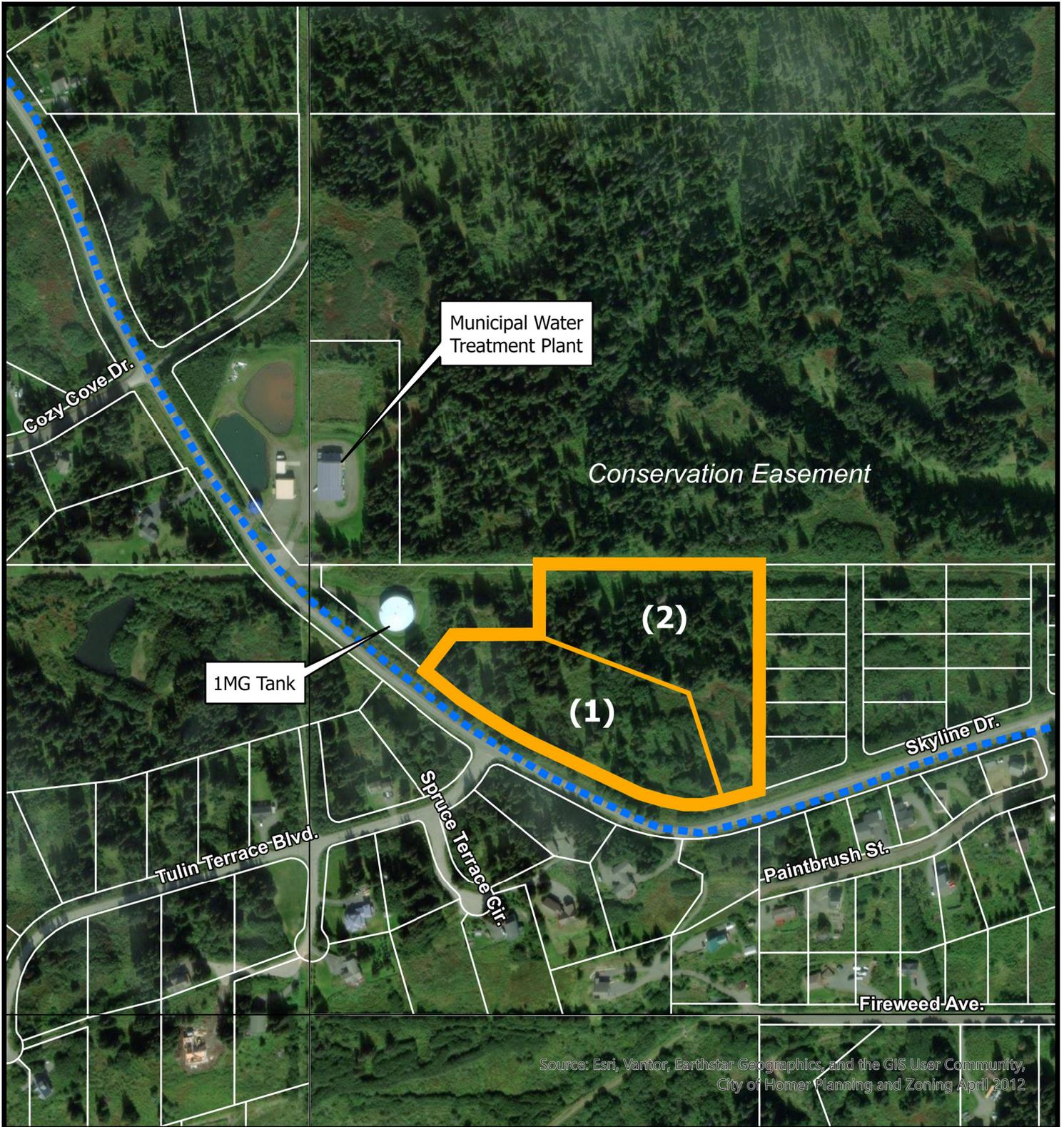
For Tax Year:
2025

Bill Number:
2025048872

 For information regarding the charges listed here, please contact the Kenai Peninsula Borough at 907-714-2304.

▲ Authority : **HOMER**

| Fund | Assessed Value | Exemption | Taxable Value | Tax Rate | Tax | Credit | Net Tax | Tax Savings |
|----------------------|----------------|-----------|---------------|-------------------|------------|---------------|----------------|----------------|
| BOROUGH | 119,000 | 0 | 119,000 | 0.003850 | 458.15 | 0.00 | 458.15 | 0.00 |
| HOMER | 119,000 | 0 | 119,000 | 0.004500 | 535.51 | 0.00 | 535.51 | 0.00 |
| SH TY18 & Prior Debt | 119,000 | 0 | 119,000 | 0.000340 | 40.46 | 0.00 | 40.46 | 0.00 |
| SOUTH HOSPITAL | 119,000 | 0 | 119,000 | 0.001120 | 133.28 | 0.00 | 133.28 | 0.00 |
| | | | | Total Rate | Tax | Credit | Net Tax | Savings |
| | | | | 0.009810 | 1,167.40 | 0.00 | 1,167.40 | 0.00 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| All Totals | | | | | Tax | Credit | Net Tax | Savings |
| | | | | | 1,167.40 | 0.00 | 1,167.40 | 0.00 |



City of Homer
Planning and Zoning Department

Legend

 Bridge Creek Watershed Protection District

0 400
 FT



*Disclaimer:
It is expressly understood the City of Homer, its council, board, departments, employees and agents are not responsible for any errors or omissions contained herein, or deductions, interpretations or conclusions drawn therefrom.*

City of Homer
Planning & Zoning Department
2/3/2026

Commitment No.: 40720



Kachemak Bay Title Agency,
Inc.
3733 Ben Walters Lane, Suite
1
Homer, AK 99603
Phone - (907) 235-8196
Fax - (907) 235-2420

COMMITMENT FOR TITLE INSURANCE

TO:

Listing Agent:
Go North Realty
AK

Attn: Marjorie Pellegrini
Re: 200 Skyline Dr., Homer, AK 99603 and 240
Skyline Dr., Homer, AK 99603

Selling Agent:
Homer Real Estate
601 E. Pioneer Ave, Suite 202
Homer, AK 99603

Attn: Angie Newby
Re: 200 Skyline Dr., Homer, AK 99603 and 240
Skyline Dr., Homer, AK 99603

FOR QUESTIONS REGARDING THIS COMMITMENT. PLEASE CONTACT:

Kachemak Bay Title Agency, Inc.
3733 Ben Walters Lane, Suite 1
Homer, AK 99603

Closer: Lisa Ravenscroft
File No.: 40720
Email: lisa@kbaytitle.com

Kachemak Bay Title Agency, Inc.
3733 Ben Walters Lane, Suite 1
Homer, AK 99603

Title Officer: Michelle Prater
File No.: 40720
Email: m.prater@kbaytitle.com



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Countersigned by:

Kachemak Bay Title Agency, Inc.
3733 Ben Walters Lane, Suite 1
Homer, AK 99603
(907) 235-8196



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

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File No. 40720

ALTA Commitment For Title Insurance (7-01-2021)

Page 1 of 4

AMERICAN
LAND TITLE
ASSOCIATION



COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I - Requirements;
 - f. Schedule B, Part II - Exceptions; and
 - g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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File No. 40720

ALTA Commitment For Title Insurance (7-01-2021)

Page 2 of 4



5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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File No. 40720

ALTA Commitment For Title Insurance (7-01-2021)

Page 3 of 4



10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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ALTA Commitment For Title Insurance (7-01-2021)

Page 4 of 4

AMERICAN
LAND TITLE
ASSOCIATION



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Kachemak Bay Title Agency, Inc.
Issuing Office: 3733 Ben Walters Lane, Suite 1, Homer, AK 99603
Issuing Office's ALTA® Registry ID: 020006
Loan ID Number:
Commitment Number: 40720
Issuing Office File Number: 40720
Property Address: 200 Skyline Dr., Homer, AK 99603
240 Skyline Dr., Homer, AK 99603
Revision Number:

1. **Commitment Date:** February 17, 2026 at 8:00 A.M.

| 2. Policy to be issued: | Proposed Amount of Insurance |
|--|-------------------------------------|
| (a) 2021 ALTA® Owner's Policy - Standard | \$230,000.00 |
| Proposed Insured: City of Homer | Premium: \$1,126.00 |

(b) 2021 ALTA® Loan Policy

Proposed Insured:

3. **The estate or interest in the Land at the Commitment Date is:**

Fee Simple

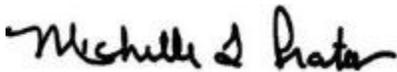
4. **The Title is, at the Commitment Date, vested in:**

Leroy K. Smith and Sara A. Smith, husband and wife

5. **The Land is described as follows:**

Lots Thirty-Seven (37) and Thirty-Eight (38), TULIN TERRACE SUBD. WEST TERRACE UNIT 1, according to Plat No. 2002-3, Homer Recording District, Third Judicial District, State of Alaska.

STEWART TITLE GUARANTY COMPANY



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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 1 of 1



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 40720

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

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File No. 40720

ALTA Commitment For Title Insurance Schedule B I (07-01-2021)

Page 1 of 1



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 40720

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims, of easement, not shown by the Public Records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Land.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
8. Rights of the state or federal government and/or public in and to any portion of the land for right of way as established by federal statute RS 2477 (whether or not such rights are shown by recordings of easements and/or maps in the public records by the State of Alaska showing the general location of these rights of way).
9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
10. **RESERVATIONS** and exceptions as contained in U.S. Patent, and/or acts authorizing the issuance thereof.
11. **TAXES DUE** the taxing authority noted below for the year indicated are a lien, but not yet due or payable as levy therefore has not been made:
Year: 2026

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File No. 40720

AK ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 1 of 3



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

12. **ASSESSMENTS**, if any due the taxing authority indicated:
Taxing Authority: City of Homer
13. **EASEMENT** for electric lines or system and/or telephone lines together with right to enter, maintain, repair and clear shrubbery:
Recorded: June 3, 1966
Volume/Page: 41/186
Granted To: Homer Electric Association, Inc.
Affects: General Easement, no definite location disclosed
14. **RESERVATION** of oil, gas and mineral rights constructive notice of which is given by recital in deed:
Recorded: July 28, 1968
Volume/Page: 53/265
Reserved by: Bernard E. Uminski and June M. Uminski
Language setting out reservation: All gas, oil and subsurface mineral rights except as otherwise conveyed therein
- FURTHER**, no other examination of the excepted title to minerals has been made herein and no insurance nor responsibility therefore is implied or assumed.
15. **EASEMENT** for electric lines or system and/or telephone lines together with right to enter, maintain, repair and clear shrubbery:
Recorded: January 1974
Volume/Page: 74/111
Granted To: Homer Electric Association, Inc.
Affects: General Easement, no definite location disclosed
16. **EASEMENTS, SET-BACKS AND DEDICATIONS** as delineated on Plat No. 2002-3.
17. **EFFECT** of the notes on said Plat No. 2002-3.

PROPOSED INSURED: City of Homer, and we find no unsatisfied judgments or tax liens against the above named in the Homer Recording District.

NOTE: 2025 taxes paid in full in the amount of \$1,155.62. (Affects Lots 37)

Kenai Peninsula Borough Tax Parcel No. 17308041

2025 Assessed Values as follows for:

Land: \$117,800.00
Improvements: \$0.00
Total: \$117,800.00
TCU #: 20

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AK ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 2 of 3



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

NOTE: 2025 taxes paid in full in the amount of \$1,167.40. (Affects Lot 38)

Kenai Peninsula Borough Tax Parcel No. 17308042

2025 Assessed Values as follows for:

| | |
|---------------|--------------|
| Land: | \$119,000.00 |
| Improvements: | \$0.00 |
| Total: | \$119,000.00 |
| TCU #: | 20 |

NOTE: These values are being provided as a courtesy for informational purposes only and will not be finalized or certified by the Assessor's office until June 1 of current year.

NOTE: IN THE EVENT THIS TRANSACTION FAILS TO CLOSE, a minimum cancellation fee of \$263.00 will be charged in accordance with our rate schedule, due and payable within 30 days.

NOTE: Investigation should be made to determine if there are any service, installation, maintenance or construction charges for sewer, water or electricity.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 40720

AK ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 3 of 3



STEWART INFORMATION SERVICES CORPORATION
Updated August 24, 2023
GRAMM-LEACH BLILEY PRIVACY NOTICE

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

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

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

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

Stewart may collect personal information about you from:

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

Stewart may use your personal information for the following purposes:

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

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

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

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

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

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

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

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

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

Right to Limit Use of Your Personal Information

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

How Stewart Protects Your Personal Information

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

Contact Information

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

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

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

STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

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

Personal and Sensitive Personal Information Stewart Collects

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

- A. Identifiers.** A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.
- B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).** A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.
- C. Protected classification characteristics under California or federal law.** Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.
- D. Commercial information.** Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- E. Internet or other similar network activity.** Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.
- F. Geolocation data**
Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:
 - Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
 - Directly and indirectly from activity on Stewart's website or other applications.
 - From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

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

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns

and monitor and improve our responses.

- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules, and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

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

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

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

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

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

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

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

A. Your Consumer Rights and Choices Under CCPA and CPRA

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

i. Access to Specific Information and Data Portability Rights

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

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

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to

certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

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

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

iii. Opt-Out of Information Sharing and Selling

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

iv. Correction of Inaccurate Information

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

v. Limit the Use of Sensitive Personal Information

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

Exercising Your Rights Under CCPA and CPRA

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

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

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

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

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

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

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

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

Response Timing and Format

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

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

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

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

Non-Discrimination

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

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

Record Retention

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

Changes to This CCPA Notice

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

Link to Privacy Notice

Stewart's Privacy Notice can be found on our website at <https://www.stewart.com/en/privacy.html>

Contact Information

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

STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

WHAT DO/DOES THE Kachemak Bay Title Agency, Inc. DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Kachemak Bay Title Agency, Inc., and its affiliates (" N/A "), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Kachemak Bay Title Agency, Inc., need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

| Reasons we can share your personal information | Do we share? | Can you limit this sharing? |
|---|--------------|-----------------------------|
| For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations. | Yes | No |
| For our marketing purposes — to offer our products and services to you. | Yes | No |
| For joint marketing with other financial companies | No | We don't share |
| For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. | Yes | No |
| For our affiliates' everyday business purposes — information about your creditworthiness. | No | We don't share |
| For our affiliates to market to you | Yes | No |
| For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies. | No | We don't share |

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices

| | |
|---|---|
| How often do/does Kachemak Bay Title Agency, Inc. notify me about their practices? | We must notify you about our sharing practices when you request a transaction. |
| How do/does Kachemak Bay Title Agency, Inc. protect my personal information? | To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards. |
| How do/does Kachemak Bay Title Agency, Inc. collect my personal information? | <p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p> |
| What sharing can I limit? | Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances. |

Contact Us

If you have any questions about this privacy notice, please contact us at: Kachemak Bay Title Agency, Inc., 3733 Ben Walters Lane, Suite 1, Homer, AK 99603



Accommodation Only - First American Title

QUITCLAIM DEED

ALASKA GROWTH PROPERTIES, LLC, ("Grantor") whose address is 1422 K Street, Anchorage, Alaska 99501, by and through its manager and sole member, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid, hereby conveys and quitclaims to Leroy K Smith and Sara A. Smith, ("Grantees") whose address is 10031 Gebhart Drive, Anchorage, Alaska 99515, as TENANTS BY THE ENTIRETY, with the right of survivorship, and to the heirs and assigns of the survivor, the following described real property; the address of which is 200 SKYLINE DR HOMER AK 99603 more particularly described as:

T 6S R 13W SEC 8 Seward Meridian HM 2002003 TULIN TERRACE SUB WEST TERRACE UNIT 1 LOT 37 in the Homer Recording District, Third Judicial District, State of Alaska.

The foregoing property is conveyed together with all the respective tenements thereof, if any, and all rights of the Grantor to any and all respective hereditaments and appurtenances thereto belonging or in any way appertaining.

All of the foregoing parcels are subject to their respective reservations, exceptions, easements, covenants, conditions and restrictions of record, if any.

Quit Claim Deed
Reference Document No.
2012-004144-0
Page **1** of **2**

DATED this 27th day of February 2024 at Anchorage Alaska.

Donald J. Tulin, Managing Member
Alaska Growth Properties, LLC
1422 K Street
Anchorage, Alaska 99501

SUBSCRIBED AND SWORN TO before the undersigned Notary
Public in and for Alaska on this 27th day of February 2024.


Notary Public in and for Alaska
My Commission Expires: 6/26/24

After Recording, Return To:

*Leroy K and Sara A Smith
10031 Gebhart Drive
Anchorage, Alaska 99515*

Quit Claim Deed
Reference Document No.
2012-004144-0
Page **2** of **2**





QUITCLAIM DEED

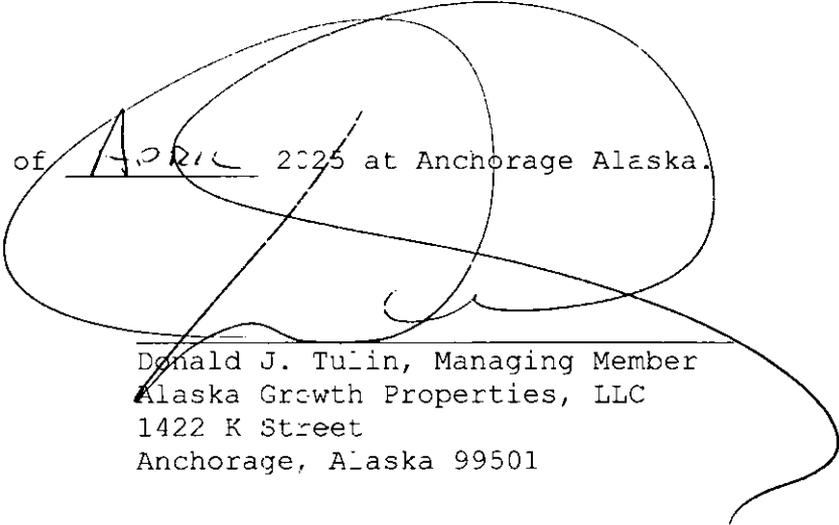
ALASKA GROWTH PROPERTIES, LLC, ("Grantor") whose address is 1422 K Street, Anchorage, Alaska 99501, by and through its manager and sole member, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid, hereby conveys and quitclaims to Leroy K Smith and Sara A. Smith, ("Grantees") whose address is 10031 Gebhart Drive, Anchorage, Alaska 99515, as TENANTS BY THE ENTIRETY, with the right of survivorship, and to the heirs and assigns of the survivor, the following described real property: the address of which is 240 SKYLINE DR HOMER AK 99603 more particularly described as:

T 6S R 13W SEC 8 Seward Meridian HM 2002003 TULIN
TERRACE SUB WEST TERRACE UNIT 1 LOT 38 in the Homer
Recording District, Third Judicial District, State of
Alaska.

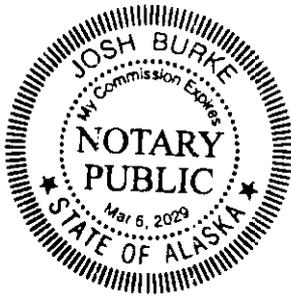
The foregoing property is conveyed together with all the respective tenements thereof, if any, and all rights of the Grantor to any and all respective hereditaments and appurtenances thereto belonging or in any way appertaining.

All of the foregoing parcels are subject to their respective reservations, exceptions, easements, covenants, conditions and restrictions of record, if any.

DATED this 30^D day of April 2025 at Anchorage Alaska.


Donald J. Tuin, Managing Member
Alaska Growth Properties, LLC
1422 K Street
Anchorage, Alaska 99501

SUBSCRIBED AND SWORN TO before the undersigned Notary
Public in and for Alaska on this 30 day of April 2025.




Notary Public in and for Alaska
My Commission Expires: 3/6/29

After Recording, Return To:

Leroy K and Sara A Smith
10031 Gebhart Drive
Anchorage, Alaska 99515

Quit Claim Deed
Reference Document No.
2012-004144-0
Page 2 of 2



HOMER ELECTRIC ASSOCIATION, INC.

HOMER, ALASKA

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that (I) (We), the undersigned Charles E. & Helen Tulin

for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and deliver unto the HOMER ELECTRIC ASSOCIATION, INC., an Alaska cooperative corporation of Homer, Alaska, hereinafter called the "Cooperative" and to its successors, assigns and licensees, a sole and exclusive easement for the purpose of constructing, operating and maintaining electric transmission and distribution lines, and telephone lines, through, over, in, and across the lands of the undersigned, situated in the Homer Recording Precinct, Third Division, State of Alaska, and more particularly described as follows:

SE 1/4 SE 1/4 of section seven and SW 1/4 SW 1/4 of section eight, T.6S-R.13W., S.M.

Service line from existing H.E.A. pole #S3/7/10 to grantors house.

AND specifically, there is hereby granted to the said "Cooperative", its successors, assigns and licensees, the sole and exclusive right to construct, operate, and maintain any and all facilities for said electric transmission and distribution lines, and telephone lines, through, over, in, and across said property as may be from time to time necessary or desirable for the exclusive use and enjoyment of such easement, including the right of ingress and egress to said property, and the right to cut and keep clear of all trees, shrubbery, undergrowth and other obstructions on said property as may be required for the construction, operation and maintenance of such facilities.

TO HAVE AND TO HOLD the same to the "Cooperative", its successors, assigns and licensees, FOREVER.

THE Cooperative agrees, in constructing, operating and maintaining said lines, to do such work in such a way as not to damage said real property any more than may be necessary to carry out the purpose of this easement.

THE UNDERSIGNED agree(s) that all poles, wires and other facilities, including any main service entrance equipment, installed on the above-described lands at the Cooperative expense shall remain the property of the Cooperative and removable at the option of the Cooperative.

THE UNDERSIGNED covenant(s) that (they are) (he is) the owner(s) of the above-described lands, and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned (have) (has) set (their) (his) hand(s) and seal(s) this

74-000141 day of 3-M, 19

2 Witnesses: 1. RECORDED FILED HOMER RECORDING DISTRICT (L.S.) 2. (L.S.) Consumers: 1. Helen Tulin (L.S.) 2. Charles E. Tulin (L.S.) 3. (L.S.) 4. (L.S.)

JAN 25 1 08 PM '74 REQUESTED BY REX

UNITED STATES OF AMERICA STATE OF ALASKA

THIS IS TO CERTIFY that on this 6 day of AUGUST, 1973 before me, a Notary Public in and for the State of Alaska, residing therein, duly commissioned and sworn, personally appeared HELEN TULIN & CHARLES E. TULIN (unmarried) (husband and wife), known to be to be the identical individual(s) described in and who executed the foregoing instrument, and (he) (they) personally acknowledged to me that (he) (they) executed the same freely and voluntarily for the uses and purposes therein specified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the above-named State the day and year in this certificate first above written.

Notary Public for Alaska, residing at Anchorage My commission expires: 12-19-78

HOMER

Serial No.

66-367-

BOOK

41

PAGE

186

Homer Recording District

HOMER ELECTRIC ASSOCIATION, INC.

HOMER, ALASKA

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that I (We), the undersigned Bert June
UMINSKI, for a good and valuable consideration,
 the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and deliver unto the
 HOMER ELECTRIC ASSOCIATION, INC., an Alaska cooperative corporation of Homer, Alaska, here-
 inafter called the "Cooperative" and to its successors, assigns and licensees, a sole and exclusive easement
 for the purpose of constructing, operating and maintaining electric transmission and distribution lines, and
 telephone lines, through, over, in, and across the lands of the undersigned, situated in the HOMER
 Recording Precinct, Third Division, State of Alaska, and more particularly described as follows:

A RIGHT-OF-WAY, 55 FEET WIDE, SOUTH OF AND
PARALLEL TO THE NORTH BOUNDARIES OF THE SW 1/4 SW 1/4,
SEC 8 AND THE SE 1/4 SE 1/4, SECT 7, IN TWP 6S, R13W, S. 40.

AND specifically, there is hereby granted to the said "Cooperative", its successors, assigns and
 licensees, the sole and exclusive right to construct, operate, and maintain any and all facilities for said
 electric transmission and distribution lines, and telephone lines, through, over, in, and across said property
 as may be from time to time necessary or desirable for the exclusive use and enjoyment of such easement,
 including the right of ingress and egress to said property, and the right to cut and keep clear of all trees,
 shrubbery, undergrowth and other obstructions on said property as may be required for the construction,
 operation and maintenance of such facilities.

TO HAVE AND TO HOLD the same to the "Cooperative", its successors, assigns and licensees,
 FOREVER.

THE Cooperative agrees, in constructing, operating and maintaining said lines, to do such work in
 such a way as not to damage said real property any more than may be necessary to carry out the pur-
 pose of this easement.

THE UNDERSIGNED agree(s) that all poles, wires and other facilities, including any main service
 entrance equipment, installed on the above-described lands at the Cooperative expense shall remain the
 property of the Cooperative and removable at the option of the Cooperative.

THE UNDERSIGNED covenant(s) that (they are) ~~(he is)~~ the owner(s) of the above-described lands,
 and that the said lands are free and clear of encumbrances and liens of whatsoever character except those

held by the following persons: NONE

IN WITNESS WHEREOF, the undersigned (have) ~~(has)~~ set (their) ~~(his)~~ hand(s) and seal(s) this
27TH day of MAY, 1966

2 Witnesses:

- James L Palkina (L.S.)
- Mary Graham (L.S.)

Consumers:

- B. E. Uminski (L.S.)
- June Uminski (L.S.)
- (L.S.)
- (L.S.)

RECORDED ~~FILED~~
 Homer REC. DIST.
 DATE 6-3 1966
 TIME 10:00 A.M.
 Requested by H.E.A. THIS IS TO CERTIFY that on this day of 196..... before
 Address Homer me, a Notary Public in and for the State of Alaska, residing therein, duly commissioned and sworn, personally ap-
 peared None
 (unmarried) (husband and wife), known to be to be the identical individual(s) described in and who executed the fore-
 going instrument, and (he) (they) personally acknowledged to me that (he) (they) executed the same freely and volun-
 tarily for the uses and purposes therein specified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the above-named State the
 day and year in this certificate first above written.

Notary Public for Alaska, residing at
 My commission expires:

K-4868

HOMER

Serial No. 69-433

BOOK 53 PAGE 265

Homer Recording District

INDEXED

STATUTORY WARRANTY DEED

Creating Tenancy by the Entirety

THIS INDENTURE, made and entered into this 6th day of July, 1969, by and between BERNARD E. UMINSKI and JUNE M. UMINSKI, husband and wife, of Homer, Alaska, parties of the first part, hereinafter called the Grantors, and CHARLES E. TULIN and HELEN L. TULIN, husband and wife, of Anchorage, Alaska, parties of the second part, hereinafter called the Grantees, WITNESSETH:

That the Grantors, for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, and other good and valuable considerations to them in hand paid by the Grantees, the receipt of which is hereby acknowledged, have GRANTED, BARGAINED, SOLD, CONVEYED and CONFIRMED, and by these presents do GRANT, BARGAIN, SELL, CONVEY and CONFIRM unto the said Grantees, as TENANTS BY THE ENTIRETY, with the right of survivorship, and to the heirs and assigns of the survivor forever, the following described real property, situated in the Homer Recording District, Third Judicial District, State of Alaska, and more particularly described as follows, to-wit:

PARCEL NO. 1: The Southeast one-quarter of the Southeast one-quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$), Section 7, Township 6 South, Range 13 West, Seward Meridian, in the Homer Recording District, Third Judicial District, State of Alaska, SAVE AND EXCEPTING THEREFROM that portion described as follows: Beginning at the corner common to Sections 8, 7, 18 and 17, go West 200 feet to the true point of beginning and Corner No. 1. Thence North 200 feet to Corner No. 2; thence West 1120 feet to Corner No. 3; thence South 200 feet to Corner No. 4; thence East 1120 feet to Corner No. 1, the true point of beginning.

PARCEL NO. 2: The Southwest one-quarter of the Southwest one-quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$), Section 8, Township 6 South, Range 13 West, Seward Meridian, in the Homer Recording District, Third Judicial District, State of Alaska.

PARCEL NO. 3: The Northwest one-quarter of the Northwest one-quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$), Section 17, Township 6 South, Range 13 West, Seward Meridian, in the Homer Recording District, Third Judicial District, State of Alaska.

PARCEL NO. 4: That certain tract of land situated within the Northeast one-quarter of the Northwest one-quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$), Section 17, Township 6 South, Range 13 West,

Return to:

LAW OFFICES
HUGHES,
THORNESS, LOWE,
GANTZ & CLARK
807 G STREET
PHONE 279-4522
ANCHORAGE,
ALASKA

HOMER

Serial No.

69-433

BOOK

53 PAGE 266

Homer Recording District

INDEXED

Seward Meridian, in the Homer Recording District, Third Judicial District, State of Alaska, more particularly described as follows: Beginning at the Southwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, Township 6 South, Range 13 West of the Seward Meridian, go 550 feet East, Thence North 400 feet, thence West 550 feet, thence South 400 feet to point of beginning.

PARCEL NO. 5: The Northeast one-quarter of the Northeast one-quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$), Section 18, Township 6 South, Range 13 West, Seward Meridian, in the Homer Recording District, Third Judicial District, State of Alaska.

PARCEL NO. 6: The Southeast one-quarter of the Northeast one-quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$), Section 18, Township 6 South, Range 13 West, Seward Meridian, in the Homer Recording District, Third Judicial District, State of Alaska.

TOGETHER WITH, all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, excepting therefrom all gas, oil and subsurface mineral rights which are hereby reserved to the Grantors except as hereinafter set forth and subject to the rights and reservations in patent to said land expressed, existing easements for roads, power, lights and other utilities and restrictions of record, and to encroachments ascertainable by physical inspection of the property.

The Grantors reserve to the Grantors all of the oil, gas and subsurface mineral rights except that the Grantors do hereby convey to the Grantees one-tenth (1/10) of the oil, gas and subsurface mineral rights in parcels No. 1, 2, 3, 4 and 6 and do hereby convey to Grantees one-twentieth (5%) of the oil, gas and subsurface mineral rights in parcel No. 5.

TO HAVE AND TO HOLD the said premises, all and singular, together with the appurtenances and privileges incident thereto, upon the said Grantees, as TENANTS BY THE ENTIRETY, and not otherwise, and with the right of survivorship, and to the heirs and assigns of the survivor, FOREVER. And the said Grantors do hereby covenant and agree with the said Grantees that they are the lawful owners of said premises and have the legal right to sell the same, and that there are no liens or other encumbrances against said property. And the said Grantors hereby WARRANT and will FOREVER DEFEND the said Grantees, their heirs and assigns, against any and all persons having or claiming any right, title

LAW OFFICES
HUGHES,
ORSNESS, LOWE,
SANTZ & CLARK
807 G STREET
PHONE 279-4522
ANCHORAGE,
ALASKA

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the ~~Register~~ ^{District} Land Office at **Anchorage, Alaska** ~~is now~~ ^{Bureau of Land Management} deposited in the ~~General Land Office~~ whereby it appears that, pursuant to the Act of Congress of May 20, 1862,

"To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of **Bernard E. Uminski**

has been established and duly consummated, in conformity to law, for the **southeast quarter of the southeast quarter of Section seven, the southwest quarter of the southwest quarter of Section eight and the northwest quarter of the northwest quarter of Section seventeen in Township six south of Range thirteen west of the Seward Meridian, Alaska, containing one hundred twenty acres,**

according to the Official Plat of the Survey of the said Land, on file in the ~~General Land Office~~ ^{Bureau of Land Management}.

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant **the tract of Land above described;** TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant **and to the heirs and assigns of the said claimant forever;** subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States. **And there is also reserved to the United States a right of way for the construction of railroads, telegraph and telephone lines in accordance with the Act of March 12, 1914 (38 Stat. 305).**

IN TESTIMONY WHEREOF, I, **Harry S. Truman,**

President of the United States of America, have caused these letters to be made ^{Bureau of Land Management} Patent, and the seal of the ~~General Land Office~~ to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the **SIXTEENTH**

(SEAL)

day of **JUNE** in the year of our Lord one thousand nine hundred and **FORTY-EIGHT** and of the Independence of the United States the one hundred and **SEVENTY-SECOND**

By the President:

By

Harry S. Truman
Keith M. Talley, Secretary.

James H. ...
Chief, Patents Section
Bureau of Land Management

E 1/16
FOUND 3" AL-MON
SET BY CHARLES MORTIMER
IN 1983 PER HM-86-23

COR SEC'S 7/8/17/18
FD GLO B.C.
(1917)

NE 1/16
FOUND 3" AL-MON
SET BY CHARLES MORTIMER
IN 1983 PER HM-86-23

WC TO C1/4
FOUND IRON PIPE
BY 268-S

S89°51'20"E 1425 80'
WD=105 15'

CE1/16, SEC 18
SET 2-1/2" BC ON 3/4" GIP
7610-S, 1999

1/4 COR
FD GLO. IRON PIPE, CAP MISSING
(1917)

SE 1/16
FOUND BRASS CAP
1301-S (1980)

SECTIONAL CONTROL FOR THE PORTION
SHOWN ON SHEET 1 OF 2

SECTION COR
18 17

19 20
FOUND RAIL ROAD
SPIKE

NOTES

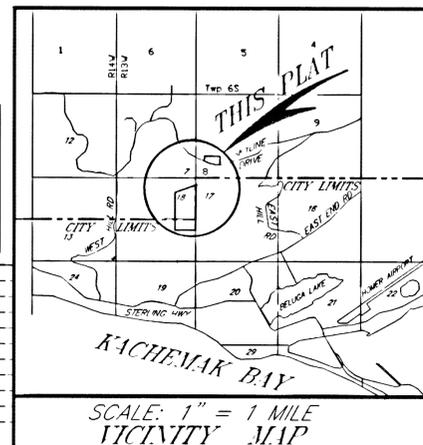
1. A 20' BUILDING SET BACK SHALL EXIST ALONG ALL DEDICATED RIGHTS-OF-WAY SHOWN OUTSIDE OF CITY LIMITS UNLESS A LESSER STANDARD IS APPROVED BY RESOLUTION OF THE APPROPRIATE PLANNING COMMISSION BUILDING SETBACKS ALONG RIGHTS-OF-WAY WITHIN HOMER CITY LIMITS ARE DETERMINED BY CITY CODE
2. NO PERMANENT STRUCTURE SHALL BE CONSTRUCTED OR PLACED WITHIN AN EASEMENT WHICH WOULD INTERFERE WITH THE ABILITY OF A UTILITY TO USE THE EASEMENT
3. NO PERMANENT STRUCTURE SHALL BE CONSTRUCTED OR PLACED WITHIN PANHANDLE PORTION OF FLAG LOTS
4. SET 2" AL-CAP ON 5/8" DIAMETER REBAR AT ALL LOT CORNERS UNLESS NOTED OTHERWISE
5. DEVELOPMENT ON LOTS WITHIN HOMER CITY LIMITS IS SUBJECT TO HOMER CITY CODE
6. PER BOOK 270, PAGE 280, H.R.D., LOTS WITHIN HOMER CITY LIMITS MAY BE SUBJECT TO A 12 FEET WIDE PRIVATE RIGHT-OF-WAY OF INDETERMINATE LOCATION
7. WASTEWATER DISPOSAL: SOIL CONDITINS, WATER TABLE LEVELS, AND SOIL SLOPES IN THIS SUBDIVISION HAVE BEEN FOUND SUITABLE FOR CONVENTIONAL ONSITE WASTEWATER TREATMENT AND DISPOSAL SYSTEMS SERVING SINGLE-FAMILY OR DUPLEX RESIDENCES AND MEETING THE REGULATORY REQUIREMENTS OF THE KENAI PENINSULA BOROUGH. ANY OTHER TYPE OF ONSITE WASTEWATER TREATMENT AND DISPOSAL SYSTEM MUST BE DESIGNED BY A PROFESSIONAL ENGINEER, REGISTERED TO PRACTICE IN ALASKA, AND THE DESIGN MUST BE APPROVED BY THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION.

Registered Professional Engineer
JAY R. SMITH License # 7918 1-18-00
ENGINEER, JAY R. SMITH LICENSE # DATE

LEGEND
EXISTING OVERHEAD POWER LINE WITH POWER POLES
• SET 2" AL-CAP AS WITNESS CORNER



**RECORDED
HOMER REC. DIST**
DATE: 2000
SCALE: 1" = 100'
DRAWING: 30182.DWG
SECTION: 18
TOWNSHIP: 6S
RANGE: 13W
KPB FILE NO. 98-056
SHEET 2 OF 2



**TULIN TERRACE SUBD.
WEST TERRACE
UNIT 1**
BEING A PORTION OF THE SW 1/4 OF SEC 8 LYING NORTH OF SKYLINE DR AND A PORTION OF THE E 1/2 NE 1/4 SEC 18, TOGETHER WITH THE N 1/2 NE 1/4 SEC 18, PARTIALLY WITHIN THE CITY OF HOMER, KENAI PENINSULA BOROUGH, THIRD JUDICIAL DISTRICT, HOMER RECORDING DISTRICT, ALASKA CONTAINING 30.098 ACRES

PREPARED FOR
CHARLES AND LOUISE TULIN

PREPARED BY
ABILITY SURVEYS
REGISTERED LAND SURVEYORS
GARY D. NELSON, PLS
(907) 235-8440
152 DEHEL AVE., HOMER, ALASKA 99603

2002-3 20
Name: James REC DIST
Date: 1/22 2002
Time: 1:28 pm
Requested by: Tulin
Address:

