

Turnagain Community Council
c/o Danielle Bailey, President
1057 West Fireweed Lane, Suite 100
Anchorage, Alaska 99503

October 2, 2015

Mark N. Tabbutt
Holden Beach LLC
1111 Fairview Ave North
Seattle, WA 98109

Re: *2803 Marston Drive – Right of Way for Access to Coastal Trail*

Dear Mr. Tabbutt:

I am writing on behalf of the Turnagain Community Council, which passed a resolution to send this letter at its October 1, 2015 general meeting. First of all, I would like to welcome you to our neighborhood. We hope that you (or the future residents at 2803 Marston Drive) enjoy it here as much as we do.

Among the many things that Turnagain residents love about our neighborhood is how walkable it is and our proximity to the Tony Knowles Coastal Trail. As you likely know, there formerly was an access trail across 2803 Marston Drive to the Coastal Trail, and someone had affectionately put up a sign naming it “Sydney’s Shortcut.” This well-used trail was understandably closed off in May 2015 as construction began on your property.

As I believe you are also aware, 2803 Marston Drive is subject to a recorded right of way created in 1955 providing access to the owners of property in the Turnagain Heights Subdivision across a 20 foot-wide strip along the west side of the property. The deed transferring the property to Holden Beach in 2013 identifies this right of way. For your reference, I am attaching both the easement and the warranty deed to this letter. We were pleased to note that the building shown in the construction plans submitted to the municipality will not encroach on this right of way.

We would like to begin a dialog between Holden Beach and the Turnagain Community Council regarding Holden Beach’s plans for this right of way. The two primary questions we would like to discuss are:

- How long do you anticipate the right of way will be blocked for construction? We certainly appreciate the importance of limiting access during construction for safety and security reasons, but people also are anxious to be able to access this route as soon as it can be done safely.
- How do you envision the right of way will be developed? Do you intend to delineate a trail with clear landscaping and signage? Where do you envision that trail would be?

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We believe it is in everyone's interest to begin this discussion early and reach a mutual understanding with regard to the long term development of the right of way. We want to protect the right of way, but we also are eager to work with you to minimize the impact of the right of way on your enjoyment of your property. Such an upfront discussion will avoid or minimize the likelihood of conflict and confusion later on.

Please do not hesitate to contact me directly at tccpresident@yahoo.com or (406) 270-4770. You also are most welcome to attend the next general meeting of the Turnagain Community Council, which will be held on Thursday, November 5 at the Turnagain Elementary School Library. We look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Danielle Bailey', with a large, stylized flourish at the end.

Danielle Bailey
Turnagain Community Council President

Enclosures

cc: John Stoddard, Mercer Builders (by email)

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24855

WARRANTY DEED CREATING TENANCY BY THE ENTIRETY

THIS INDENTURE, Made this 1st day of September, 1955, by and between J. C. MORRIS sometimes known as JULIUS C. MORRIS and BEGA B. MORRIS, husband and wife, and M. R. MARSTON and PAULINE H. MARSTON, husband and wife, all of Anchorage, Third Judicial Division, Territory of Alaska, the parties of the first part, and LU C. LISTON and M. EDNA LISTON, husband and wife, all of Anchorage, Alaska, the parties of the second part,

WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of TEN DOLLARS (\$10.00), in lawful money of the United States of America, and other good and valuable considerations to them in hand paid by the parties of the second part, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said parties of the second part as tenants by the entirety, with the right of survivorship, and to the heirs and assigns of the survivor forever, all that certain real property located in the Anchorage Recording Precinct, Third Judicial Division, Territory of Alaska, and more particularly described as follows:

The West twenty (20) feet of Lot Seven (7) in Tract "A" of the TURNAGAIN HEIGHTS SUBDIVISION situated in section 23, Township 13 North, Range 4 West, Seward Meridian, Alaska, according to the map and plat of such subdivision filed and of record in the office of the United States Commissioner and ex-Officio Recorder for Anchorage Precinct at Anchorage, Alaska. Subject, however, to a right of way retained in the grantors across the above described property for installation and maintenance of water lines, sewer lines, electric lines, telephone lines, and a right of way on behalf of the grantors and the owners of property in the TURNAGAIN HEIGHTS SUBDIVISION to give access to and from the beach across such property. In the event the right of way herein contained is used, the grantors or their successors as the case may be, are to construct walkways and retaining walls sufficient to prevent damage to the property owned by the grantees by reason of the use of such walkways.

Together with, all and singular, the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

Subject to all the restrictions of TURNAGAIN HEIGHTS SUBDIVISION as more particularly set forth in deeds conveying property in such subdivision to which reference is made for further particulars.

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises, together with the appurtenances, unto the said parties of the second part as tenants by the entirety, with the right of survivorship, and to the heirs and assigns of the survivor, forever. And the said parties of the first part do covenant to and with the said parties of the second part that the said parties of the first part are the sole owners of the above described premises, and that the same is free and clear of any and all liens or other encumbrances. The parties of the first part do further covenant and agree with the parties of the second part that they have the legal right to sell said premises and that they will for themselves and their heirs, forever warrant and defend the said parties of the second part, their heirs, executors, administrators and assigns, in the quiet and peaceable possession of the above described premises, as against any and all persons whatsoever lawfully claiming or to claim the same.

LAW OFFICES
DAVIS, RENFREW
& HUGHES
ANCHORAGE
ALASKA



IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals on the day and year hereinabove first written.

Executed in the presence of :)

Julius C. Morris) (SEAL)
 J. C. Morris sometimes known as
 Julius C. Morris
Inga B. Morris) (SEAL)
 Inga B. Morris
M. R. Marston) (SEAL)
 M. R. Marston
Pauline H. Marston) (SEAL)
 Pauline H. Marston

UNITED STATES OF AMERICA)
TERRITORY OF ALASKA) ss.

THIS IS TO CERTIFY that on this 12th day of September, 1955, before me, the undersigned, a Notary Public in and for the Territory of Alaska, duly commissioned and sworn as such, personally appeared J.C. MORRIS sometimes known as JULIUS C. MORRIS, INGA B. MORRIS, M. R. MARSTON and PAULINE H. MARSTON, known to me and to me known to be the individuals named in and who executed the foregoing instrument and they acknowledged to me, each for himself and not one for the other, that they signed and sealed the same as their voluntary act and deed for the uses and purposes therein mentioned.

LAW OFFICES
DAVIS, RENFREW
& HUGHES
ANCHORAGE
ALASKA

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first hereinabove written.

Pauline H. Marston
Notary Public for Alaska
My commission expires: 10-19-55

2/7 525

SEP 20 1955

ANCHORAGE DISTRICT, ANCHORAGE ALASKA
FEE FOR RECORD .. 2.00
TWO (2) DOLLAR DISTRICT WARRANTS 50
NATIONAL BANK OF ALASKA
ANCHORAGE, ALASKA

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2013-069590-0

Recording Dist: 301 - Anchorage
12/27/2013 09:51 AM Pages: 1 of 4



AFTER RECORDING, RETURN TO:

Holden Beach LLC
1111 Fairview Ave. North
Seattle WA 98109

FATIC 2181775

WARRANTY DEED
A.S. 34.15.030

The Grantor, DANIEL D. NELSON, a married person, whose address is 219 Lake St. South, Ste. B, Kirkland, WA 98033 for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, conveys and warrants to HOLDEN BEACH LLC, Grantee, whose mailing address is 1111 Fairview Ave. North Seattle the following-described real estate: Wa. 98109

Lot 7B, Block A, TURNAGAIN N.E. SUBDIVISION, according to the official plat thereof, filed under Plat Number 2001-80, Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

SUBJECT TO the reservations, exceptions, easements, covenants, conditions and restrictions of record, if any.

FURTHER SUBJECT TO the reservations or exceptions in patents or in acts authorizing the issuance thereof recorded September 27, 1923 in Book 11 Page 184.

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FURTHER SUBJECT TO the Right of Way Easement, including the terms and provisions thereof, granted to Chugach Electric Association, Inc., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded April 24, 1952 in Book 71 Page 171. Affects Blanket Easement and amendments thereto, recorded March 16, 1954 in Book 102 Page 272.

FURTHER SUBJECT TO the covenants, conditions and restrictions, including terms and provisions thereof, as set forth or referred to in the deed but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 U.S.C. 3604(c) recorded February 4, 1953 in Book 85 Page 155.

FURTHER SUBJECT TO the covenants, conditions and restrictions, including terms and provisions thereof, as set forth or referred to in the deed but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 U.S.C. 3604(c) recorded August 6, 1953 in Book 94 Page 106.

FURTHER SUBJECT TO the rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the high water mark of Knik Arm/Cook Inlet.

FURTHER SUBJECT TO any prohibition or limitation on the use, occupancy or improvements of the land resulting from the right of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.

FURTHER SUBJECT TO any adverse claim based upon the assertion that some portion of said land is tide or submerged lands, or has been created by artificial means or has accreted to such portion so created.

FURTHER SUBJECT TO any preference rights which may exist under the Alaska Land Act, terms, provisions and reservations under the Submerged Lands Act (43 USCA 1301, 67 Stat. 29) and the enabling act (Public Law 85-508, 72 Stat. 339).

FURTHER SUBJECT TO the terms, provisions and reservations under the Submerged Land Act (43 U.S.C.A. Sections 1301 through 1311) and the rights of the United States of America to regulate commerce, navigation, flood control, fishing and production of power.

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FURTHER SUBJECT TO an easement reserved in a deed, including the terms and provisions thereof recorded September 29, 1955 in Book 123 Page 148 from Julius C. Morris and Inga B. Morris, husband and wife to the owners of property in the Turnagain Heights Subdivision for access to and from the beach across property. Affects the West 20 feet.

FURTHER SUBJECT TO the Geotechnical Study Agreement and the terms and conditions thereof between The Municipality of Anchorage, a municipal corporation and the property owners of Turnagain N.E. recorded April 25, 1989 in Book 1892 Page 279.

FURTHER SUBJECT TO the Underground Right of Way Easement, including the terms and provisions thereof, granted to Chugach Electric Association, Inc., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded May 31, 1996 in Book 2933 Page 486. Affects – see instrument for exact location.

FURTHER SUBJECT TO the Underground Right of Way Easement, including the terms and provisions thereof, granted to Chugach Electric Association, Inc., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded June 7, 1996 in Book 2936 Page 159. Affects – see instrument for exact location.

FURTHER SUBJECT TO the Underground Right of Way Easement, including the terms and provisions thereof, granted to Chugach Electric Association, Inc., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded September 27, 1996 in Book 2980 Page 403. Affects Blanket Easement.

FURTHER SUBJECT TO the Coastal Trail as delineated on Record of Survey Plat No. 90-74RS.

FURTHER SUBJECT TO the effect of the notes which appear on the plat of said subdivision.

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