



## COMMITMENT FOR TITLE INSURANCE

File No.: 2731057

RE:Board of Regents of the University Of Alaska / Alaska Housing Finance Corporation  
501 Barnette Street, Fairbanks, AK 99701

TO: **UA Land Management**  
**1835 Bragaw St, Ste 3490**  
**Anchorage, AK 99508**  
**Attn: Tina Thomas Lerner**  
**Email: [tmthomas9@alaska.edu](mailto:tmthomas9@alaska.edu)**

File No.: 2731057

**Phone (907) 456-3474 \* Fax (907) 456-3476**  
**714 Gaffney Road**  
**Fairbanks, AK 99701**  
**visit our website at [www.stewartak.com](http://www.stewartak.com)**



**Stewart Title Company**  
714 Gaffney Road  
Fairbanks, AK 99701  
(907) 456-3474 main

File Number: 2731057

Parties: Board of Regents of the University Of Alaska / Alaska Housing Finance Corporation

I hereby acknowledge receipt of the preliminary title report for:

A portion of Lot 6 and 7, Block 86A, TOWNSITE OF FAIRBANKS according to the replat filed November 30, 1959 as Instrument No. 195.411; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska, more particularly described as follows:

Commencing at the street intersection monument at the centerline of Barnette and Seventh Avenue; Thence North 53°34'59" East a distance of 47.60 feet to a point, said point being the Southwest corner of Lot 7; Thence South 87°18'01" East a distance of 13.12 feet along the North boundary of Seventh Avenue to a point, said point being the Southwest corner of the property herein described ad the Point of Beginning; Thence North 12°41'10" East a distance of 335.81 feet to a point; Thence South 87°35'18" East a distance of 140.69 feet to a point; Thence South 2°24'42"" West a distance of 20.01 feet to a point; Thence South 12°41'10" West a distance of 150.21 feet to a point; Thence South 77°18'50" East a distance of 20.00 feet to a point; Thence South 12°41'10" West a distance of 30.00 feet to a point; Thence North 77°18'50" West a distance of 20.00 feet to a point; Thence South 12°41'10" West a distance of 136.00 feet to a point; Thence North 87°18'01" West a distance of 144.18 feet to a point, said point being the Point of Beginning.

AND

Commencing at the southwesterly corner of said Lot 7; Thence South 87°18'01" East along the southerly line of said Lot a ditance of 13.12 feet to the southwesterly corner of the parcel of land described by the deed recorded June 3, 1974 in Book 279 at Page 798-801 as Instrument Number 74.07875 in said Recorders Office; Thence North 12°41'10" East along the westerly line of said parcel a distance of 7.81 feet to the True Point of Beginning; Thence continuing North 12°41'10" East along said westerly line a distance of 176.83 feet; Thence South 14°31'29" West a distance of 163.63 feet to a point of curvature; Thence southerly along a curve to the left of the radius 18.00 feet through an arc distance of 14.70 feet to the Point of Beginning.

EXCEPTING THEREFROM the followin 2 tracts within Lot 7, Block 86A, Townsite of Fairbanks, more particularly described as follows:

COMMENCING at the Northwest corner of Lot 7, Block 86A, Fairbanks Townsite; THENCE South 87°35'18" East along the Northerly boundary of said lot a distance of 2.17 feet to the Northwest corner of the parcel described by deed filed June 3, 1974 as Instrument Number 74-07875 found in said Fairbanks Recorder's Office, said Northwest corner as therein described shall be the TRUE POINT OF BEGINNING; THENCE South 12°41'10" West along the Westerly boundary of the parcel described by said deed a distance of 151.17 feet to a point of intersection; THENCE North 14°31'29" East a distance of 137.59 feet to a point of curvature; THENCE Easterly along a curve to the right, having a radius of 18.00 feet and an arc distance of 24.47 feet to a point of tangency, said point is on the Northerly boundary of said Lot; THENCE North 87°35'18" West along said boundary a distance of 19.51 feet to the TRUE

POINT OF BEGINNING.

AND

COMMENCING at the Southwest corner of Lot 7, Block 86A, Fairbanks Townsite; THENCE South  $87^{\circ}18'01''$  East along the Southerly boundary of said lot a distance of 13.12 feet to the Southwest corner of the parcel described by deed filed June 3, 1974 as Instrument Number 74-07875 found in said Fairbanks Recorder's Office, said Southwest corner as therein described shall be the TRUE POINT OF BEGINNING; THENCE North  $12^{\circ}41'10''$  East along the Westerly boundary of the parcel described by said deed a distance of 7.81 feet to a point of intersection; THENCE Southerly along a curve to the left, having a radius of 18.00 feet, and an arc distance of 17.29 feet to a point of tangency, said point is on the Southerly boundary of said lot; THENCE North  $87^{\circ}18'01''$  West along said boundary a distance of 16.11 feet to the TRUE POINT OF BEGINNING.

AKA: 501 Barnette Street, Fairbanks, AK 99701

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Alaska Housing Finance Corporation

Dated: \_\_\_\_\_

Licensee:

# NOTICE!

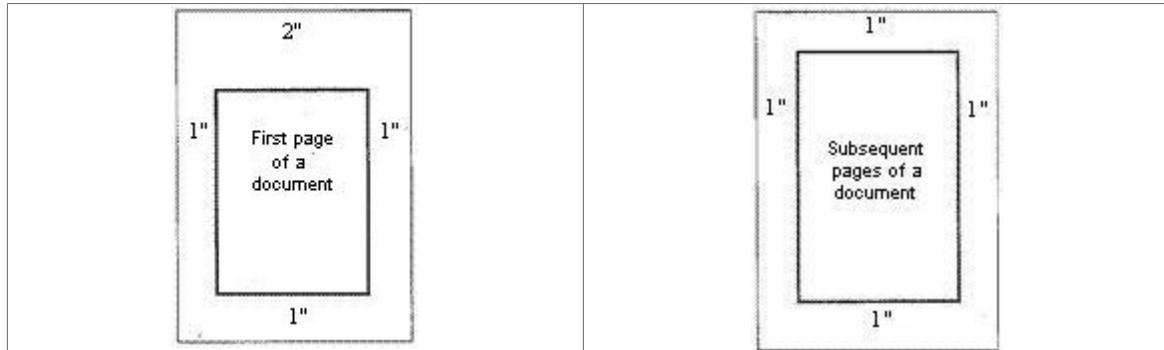
Recording offices in Alaska ARE enforcing margin and font requirements. Failure to comply with the terms of this Notice may result in your transaction being delayed or failing to record. It is essential that you comply with this notice. Stewart Title Company will not be responsible in any way for the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

**Margin Requirements:**

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

**Font Requirements:**

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



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

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



## 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.

  
\_\_\_\_\_  
Authorized Countersignature  
Stewart Title Company  
714 Gaffney Road  
Fairbanks, AK 99701



  
\_\_\_\_\_  
Frederick H. Eppinger  
President and CEO  
  
\_\_\_\_\_  
David Hisey  
Secretary

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## 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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## 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.

## 10. CLASS ACTION

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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 (07-01-2021)

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**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: Stewart Title Company  
Issuing Office: 714 Gaffney Road, Fairbanks, AK 99701  
Issuing Office's ALTA® Registry ID:  
Loan ID Number:  
Commitment Number: 2731057  
Issuing Office File Number: 2731057  
Property Address: 501 Barnette Street, Fairbanks, AK 99701  
Revision Number: Amd to add purchase price

**Title Officer:** Bobbi J Hamilton**Reference:** Board of Regents of the University Of Alaska to Alaska Housing Finance Corporation**1. Commitment Date:** September 3, 2025 at 8:00AM**2. Policy to be issued:****Proposed Amount of Insurance**

(a) 2021 ALTA® Owner's Policy - Standard	<b>Amount:</b> \$810,000.00
	<b>Premium:</b> \$2,804.00

(Underwriting fee - 11%)

Proposed Insured: Alaska Housing Finance Corporation

(b) ALTA® Loan Policy	<b>Amount:</b> \$0.00
	<b>Premium:</b> \$0.00

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:**

Board of Regents of the University Of Alaska, as Trustee for the University of Alaska

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

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

**SCHEDULE A**

ISSUED BY

STEWART TITLE GUARANTY COMPANY

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

See Exhibit "A" Attached Hereto

**Purported Address:**

501 Barnette Street, Fairbanks, AK 99701

**STEWART TITLE GUARANTY COMPANY**



Authorized Countersignature

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

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

## EXHIBIT "A"

### LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

**File No.:** 2731057

A portion of Lot 6 and 7, Block 86A, TOWNSITE OF FAIRBANKS according to the replat filed November 30, 1959 as Instrument No. 195.411; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska, more particularly described as follows:

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AND

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AND

COMMENCING at the Southwest corner of Lot 7, Block 86A, Fairbanks Townsite; THENCE South 87°18'01" East along the Southerly boundary of said lot a distance of 13.12 feet to the Southwest corner of the parcel described by deed filed June 3, 1974 as Instrument Number 74-07875 found in said Fairbanks Recorder's Office, said Southwest corner as therein described shall be the TRUE POINT OF BEGINNING; THENCE North 12°41'10" East along the Westerly boundary of the parcel described by said deed a distance of 7.81 feet to a point of intersection; THENCE Southerly along a curve to the left, having a radius of 18.00 feet, and an arc distance of 17.29 feet to a point of tangency, said point is on

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

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)****EXHIBIT "A"****LEGAL DESCRIPTION****ISSUED BY****STEWART TITLE GUARANTY COMPANY**

the Southerly boundary of said lot; THENCE North 87°18'01" West along said boundary a distance of 16.11 feet to the TRUE POINT OF BEGINNING.

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

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

## SCHEDULE B PART I

ISSUED BY

STEWART TITLE GUARANTY COMPANY

**File No.:** 2731057

### Requirements

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.
5. Pursuant to the State of Alaska, Division of Insurance Order No. R92-1, dated May 4, 1992, the charge for providing this commitment is to be billed at this time. Payment of this charge must be made within 30 days of this initial billing. In the event this transaction fails to close, the minimum billing will be the cancellation fee in accordance with our filed rate schedule.

NOTE: Investigation should be made to determine if there are any service, installation, maintenance, construction, reimbursement and/or hookup charges/costs for sewer, water, garbage, electricity or other utilities outstanding and not of record.

### NOTICE

In 1999, the Alaska Department of Natural Resources began recording maps of claimed rights of way which may have been created under a federal law known as "RS 2477", pursuant to Alaska Statute 19.30.400. Because the maps are imprecise, the exception from coverage shown in Paragraph 8, General Exceptions has been taken. Questions regarding the State's RS 2477 claims should be directed to the Department of Natural Resources, Public Information Center, 770 W. 5th Avenue, Anchorage, Alaska 99501.

6. **Taxes and/or assessments** due the Fairbanks North Star Borough, as shown on the report [attached](#) hereto and made a part thereof.

NOTE: Per Memorandum dated September 27, 2001 of the University of Alaska Board of Regents, Adriene Stolpe, Director of Land Management is authorized to sign for the proposed transaction.

**NOTE:** There have been no conveyances recorded within the last 24 months.

#### Vesting Deed

Title To Vest in: Alaska Housing Finance Corporation and we find no recorded judgments, bankruptcies, or tax liens against the same.

*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.: 2731057

ALTA Commitment for Title Insurance Schedule B1 (07-01-2021)

Page 5 of 7

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

## SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

File No.: 2731057

### Exceptions

**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. **All matters contained** in the United States Patent and/or in Acts authorizing the issuance thereof.
10. **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.
11. **All matters shown** on the plat filed under Instrument No. [195.411](#) located in the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

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File No.: 2731057

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

Page 6 of 7

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

## SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

12. **Covenants, conditions, reservations** and restrictions, including the terms and provisions thereof, 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 covenant, condition or restriction violates 42 USC 3604 (c), as contained in an instrument:

Recorded : May 19, 1961  
Book : 128  
Page : [278](#)

13. **Covenants, conditions, reservations** and restrictions, including the terms and provisions thereof, 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 covenant, condition or restriction violates 42 USC 3604 (c), as contained in an instrument:

Recorded : June 3, 1974  
Book : 279  
Page : [798](#)

14. **Easement for right of way** and appurtenances thereto granted to the CITY OF FAIRBANKS recorded September 26, 1979 in Book 156 at [Page 837](#). (See instrument for area affected)

The interest of the CITY OF FAIRBANKS in the electric utilities portion has been assigned to GOLDEN VALLEY ELECTRIC ASSOCIATION, INC by instrument recorded October 6, 1997 in Book 1028 at Page 703; the telecommunications utilities portion has been assigned to PTI COMMUNICATIONS OF ALASKA, INC. by instrument recorded October 7, 1997 in Book 1028 at page 852 and the sewer and water utility portion to GOLDEN HEART UTILITIES, INC. by instrument recorded October 30, 1997 in Book 1033 at Page 225. The CITY OF FAIRBANKS has reserved any rights needed for storm drains and other road and utility services they still perform.

15. **Easement for right of way** and appurtenances thereto granted to the CITY OF FAIRBANKS recorded September 26, 1979 in Book 156 at [Page 841](#). (See instrument for area affected)

The interest of the CITY OF FAIRBANKS in the electric utilities portion has been assigned to GOLDEN VALLEY ELECTRIC ASSOCIATION, INC by instrument recorded October 6, 1997 in Book 1028 at Page 703; the telecommunications utilities portion has been assigned to PTI COMMUNICATIONS OF ALASKA, INC. by instrument recorded October 7, 1997 in Book 1028 at page 852 and the sewer and water utility portion to GOLDEN HEART UTILITIES, INC. by instrument recorded October 30, 1997 in Book 1033 at Page 225. The CITY OF FAIRBANKS has reserved any rights needed for storm drains and other road and utility services they still perform.

16. **Easement for the purpose** of construction Alaska Project F-M-0655(2) and appurtenances thereto granted to STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES as disclosed by instrument recorded August 11, 1988 in Book 582 at [Page 961](#). (See instrument for area affected)

### NOTE:

This Commitment is tentative until such time as we are advised of the final amount of insurance and/or proposed insured; in the event of cancellation our minimum fee is \$330.00.

*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.: 2731057

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

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**STEWART INFORMATION SERVICES CORPORATION**  
**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 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:**

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- 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 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:

- 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.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- 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](mailto: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](mailto: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:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- 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).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- 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.
- 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.

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](mailto: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 a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you 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**

<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



**Stewart Title Company**  
714 Gaffney Road  
Fairbanks, AK 99701  
(907) 456-3474 main

## PRELIMINARY BILLING

**DATE:** September 15, 2025

**PRELIMINARY CHARGE:** **\$330.00**

**FILE NUMBER:** 2731057

**YOUR REFERENCE:** Board of Regents of the University Of Alaska to Alaska Housing Finance Corporation

**ORDERED BY:**

If this transaction fails to close, this bill will serve as a Cancellation Fee Billing which will be due in full 30 days from the above date.

This billing issued in accordance with the State of Alaska, Division of Insurance Order No. R92-1 dated May 4, 1992, the charge for providing this commitment is to be billed at this time. Payment of this charge must be made within 30 days of this initial billing. In the event this transaction fails to close, the minimum billing will be the cancellation fee in accordance with our filed rate schedule.



# URGENT WARNING ABOUT WIRE FRAUD AND WIRING INSTRUCTIONS

## - PROTECT YOURSELF

Think of the large amounts of money changing hands as part of your real estate transaction. This makes you a target for criminals who send emails to home buyers and sellers and their real estate or mortgage brokers with false wiring instructions. Instead of your money being sent to the proper account, it ends up in the fraudster's account.

If a third party sends you false information and you wire your money to the account they provide, it is likely you may never recover the money. The money is just gone.

### How do you avoid being scammed?

- ▶ To ensure receiving or sending wiring instructions in the safest manner possible, they should be obtained or delivered in person or from an initial order package you received or in the mail from your Stewart Title Company representative.
- ▶ Before wiring funds, always call and speak with your Stewart Title Company representative to verify instructions using the contact information you received in your initial order package or in person.
- ▶ Never rely on email for wiring instructions as accounts can be faked or hacked and messages can be intercepted.
- ▶ If at any point during a transaction you receive changes to the wiring instructions you have been provided, this is a huge red flag. Immediately call your Stewart Title Company representative for verification. Always use a verified telephone number -never the number in the email with the wiring instructions.