



LAND USE RESTRICTION AGREEMENT

This Agreement is made by and between the CAMPBELL LAKE OWNERS, INC., an Alaska corporation whose address is c/o Hoffman & Associates, 7926 Old Seward HWY, Ste. B4, Anchorage, AK 99518, and JAMES H. JANSEN, a married man whose address is [REDACTED] as of the date of execution set forth below.

WHEREAS, James H. Jansen (Owner) owns certain real property adjoining Campbell Lake and the Campbell Lake dam, which is further described as:

Lot 11, Block 1, RESOLUTION POINTE, according to the official plat thereof, filed under Plat No. 82-302, records of the Anchorage Recording District, Third Judicial District, State of Alaska

(the Property); and

WHEREAS, Campbell Lake Owners, Inc. (CLO) is responsible for maintaining the Campbell Lake dam and Campbell Lake; and

WHEREAS, Owner and CLO wish to ensure that the Property is not used by or for members of the public to access the Campbell Lake dam, its spill way, or Campbell Lake;

NOW, THEREFORE, in consideration of the mutual promises and representations contained herein, the parties agree as follows:

1. Use Restriction. It is hereby agreed between Owner and CLO that no ingress, access, or egress shall be allowed to members of the public on, over, across or through the Property to the Campbell Lake dam, its spillway, or to Campbell Lake. This restriction shall not prohibit Owner from allowing occasional personal guests to access Campbell Lake while visiting Owner.

2. Enforceability. This is a covenant that runs with the land and shall be binding on all successors, heirs, and transferees. CLO shall have the right to enforce this Agreement and its restrictions, including by injunctive relief and/or damages, and shall have the right to recover its reasonable attorney's fees in enforcing this Agreement. In any

action for injunctive relief, CLO shall not be required to post a bond in order for an injunction to issue.

3. Existing Agreements. Owner recognizes and reaffirms the existence and binding effect on the Property of the following recorded documents:

(a) October 11, 1972 Agreement and Covenants Running With the Land (recorded October 13, 1972, at Book 211, Page 903, Anchorage Recording District, Alaska);

(b) May 28, 1981 Campbell Lake Heights Subdivision Addition No. 11, Building and Land Use Restrictions (recorded May 29, 1981, at Book 602, Page 9, Anchorage Recording District, Alaska);

(c) June 7, 1982 Agreement (pertaining to Campbell Lake Dam and related matters) (recorded July 7, 1982, at Book 751, Page 387, Anchorage Recording District, Alaska);

(d) June 28, 1982 Easement (recorded September 24, 1982, at Book 783, Page 834, Anchorage Recording District, Alaska);

(e) January 31, 1983 Declaration of Covenants, Conditions and Restrictions (recorded February 1, 1983, at Book 843, Page 185, Anchorage Recording District, Alaska); and

(f) August 28, 2007 Amended and Restated Declaration of Covenants, Conditions and Restrictions for Resolution Pointe Subdivision (recorded August 28, 2007, at Doc. 2007-055202-0, Anchorage Recording District, Alaska), as set forth in the September 17, 2007 Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Resolution Pointe Subdivision (recorded September 19, 2007, at Doc. 2007-059683-0, Anchorage Recording District, Alaska).

CLO's use of the Property for storage of rip rap or other materials or equipment will only be in conjunction with dam or spillway maintenance or repair activities, and will not involve long term or permanent storage of rip rap or other materials or equipment on the Property.

4. Consideration. As consideration for the use restrictions set forth in this Agreement, CLO shall pay Owner, upon execution hereof, the sum of \$16,900.



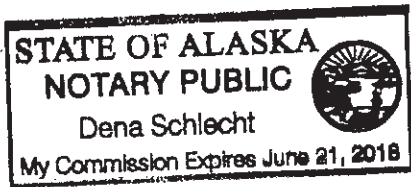
CAMPBELL LAKE OWNERS, INC.

DATE: 1-19-16

By: [Signature]
Tom Corkran, President

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 19th day of January, 2016, by Tom Corkran, President of Campbell Lake Owners, Inc.



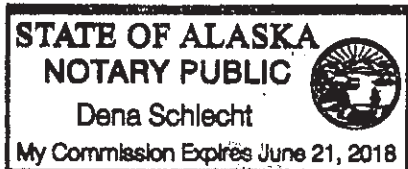
[Signature]
Notary Public in and for Alaska
My commission expires: 6-21-18

DATE: 2/23/16

[Signature]
James H. Jansen

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 23rd day of Feb, 2016, by James H. Jansen.



[Signature]
Notary Public in and for Alaska
My commission expires: 6/18/21

AFTER RECORDING, RETURN TO:
BEATY & DRAEGER, LTD.
3900 Arctic Blvd Suite 101
ANCHORAGE, AK 99503

