



After recording return to:
James J. Sheehan
Simpson, Tillinghast, Sorensen & Sheehan, P.C.
One Sealaska Plaza, Suite 300
Juneau, Alaska 99801

MAINTENANCE AND HOLD HARMLESS AGREEMENT FOR DRIVEWAY
WITHIN DAVIS AVENUE RIGHT-OF-WAY

WHEREAS,

1. The undersigned, on May 16, 2005, executed an Affidavit required by The City & Borough of Juneau, Alaska ("CBJ") which imposed upon the common interest community presently known as Riveredge Park Association certain obligations relating to the use of an undeveloped portion of the Davis Avenue right-of-way. The following obligations of the affidavit are shown below.

- (A) That the City and Borough shall not be obligated to provide any maintenance, grading or snow plowing for the access driveway that would not be provided as a matter of course for any other driveway located on private land;
- (B) That the applicant and the applicant's heirs, successors, and assigns, will defend, indemnify and hold harmless the City and Borough from any claim or action for any injury, loss or damage suffered by any person arising from the design, maintenance, or use of the access driveway;
- (C) That the access driveway will not be blocked from vehicular or pedestrian access by the public;
- (D) That the City and Borough will have unimpeded access to the driveway to carry out other responsibilities not associated with subsection (d)(3)(A) of this section;
- (E) That the applicant will maintain the access driveway according to the requirements and conditions established by the director of engineering in the excavation permit; and

(F) That the City and Borough will record a copy of the agreement with the state recorder's office for each lot or parcel of land adjoining the segment of right-of-way in which the access driveway is to be located.

2. The City, as a condition of dividing the property into:

Parcel 1A and Parcel 1B, Mendota Park Subdivision, according to Plat 2013- 8 , Juneau Recording District, First judicial District, State of Alaska,

has required the undersigned to affirm and assume the above obligations.

ACCORDINGLY,

The undersigned, for valuable consideration, affirms and agrees to assume and hereby does assume jointly and severally with Riveredge Park Association the obligations imposed by the foregoing affidavit.

ANIAKCHAK, INC.

Jan Van Dort

Jan Van Dort, President

RIVEREDGE PARK ASSOCIATION

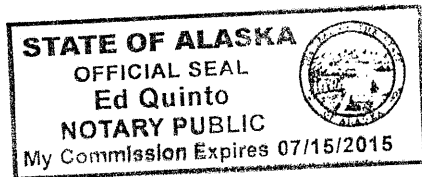
Corinne Soltis

Corinne Soltis, President

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS CERTIFIES that on the 13 day of March, 2013, before me, a notary public in and for the State of Alaska, personally appeared JAN VAN DORT, known to me and to me known to be the person who executed the foregoing instrument and he acknowledged to me that he executed the same on behalf of ANIAKCHAK, INC., an Alaska corporation, as its president, pursuant to its governing documents or a resolution of its board of directors and freely and voluntarily for the uses and purposes therein mentioned.

WITNESS MY HAND and official seal as of the day and year hereinabove first written.

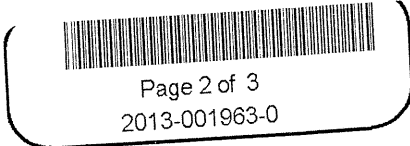


Ed Quinto

Notary Public for Alaska
My Commission Expires: 7/15/15

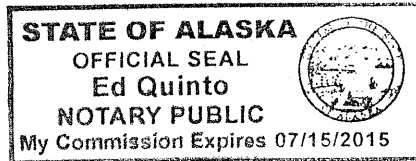
STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS CERTIFIES that on the 13 day of March, 2013, before me, a notary public in and for the State of Alaska, personally appeared CORINNE SOLTIS, known to



me and to me known to be the person who executed the foregoing instrument and she acknowledged to me that she executed the same on behalf of RIVEREDGE PARK ASSOCIATION, an Alaska non-profit corporation, as its president, pursuant to its governing documents or a resolution of its board of directors and freely and voluntarily for the uses and purposes therein mentioned.

WITNESS MY HAND and official seal as of the day and year hereinabove first written.



A handwritten signature in black ink, appearing to read "Ed Quinto", written over a horizontal line.

Notary Public for Alaska

My Commission Expires: 7/15/15

