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Clerk of the Trial Courts

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**IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
FIRST JUDICIAL DISTRICT AT JUNEAU**

7 RAY M. COLLINS and CAROL J.)
8 COLLINS,)
9 Plaintiffs,)
10 vs.)
11 DAVID W. HALL and MARAGRET R.)
12 HALL Trustees, and their successors in)
13 trust, of the D & M Hall Community)
14 property trust, dated March 14, 2005, and)
15 also all other persons or parties unknown)
16 claiming a right, title, estate, lien, or)
17 interest in the real estate described in the)
18 complaint in this action,)
19 Defendants.)

Case No.: 1JU-14-00771 Civil

TRIAL BRIEF

As directed by the court, Ray and Carol Collins ("Collinses"), through counsel, file their Trial Brief in the above-captioned matter.

INTRODUCTION

The basic issues to be resolved in this dispute involve the delineation of the boundaries for a recreational subdivision and related land use issues on Colt Island in the Alexander Archipelago of Alaska. Colt Island is approximately 8 miles in a westerly direction towards Admiralty Island from Auke Bay, Alaska. The court tasked with resolving this dispute is

1 familiar with property disputes on Colt Island having previously rendered decisions with
2 regard to ownership and land use disputes among owners and residents of Colt Island. ¹

3 The Collinses believe the most significant issue in dispute in the instant case is related
4 to the boundaries of the recreational subdivision on Colt Island that was established in 1975.
5 For the reasons sketched out below, and as will be established during the trial, the Collinses
6 believe the subdivision boundaries established and platted in 1975 control the ownership
7 rights on Colt Island. Specifically, the upland portion of Colt Island boundaries above the
8 mean high tide line fixed in 1927 are defined by *Plat 75-11* for all of the Colt Island property
9 owners, be they past, present or future owner.

10 The court will also be required to address the scope and application of covenants the
11 Collinses believe govern activities on Colt Island and which the defendants have failed to
12 follow.

13 Finally the court is required in this case to address and resolve a claim by the
14 Collinses' that the defendants have trespassed on their property.

15 **BACKGROUND LEADING TO THE CURRENT DISPUTE**

16 Colt Island belonged to the United States Government until 1927. In 1927 the federal
17 government conveyed Colt Island to Albert Forsyth according to federal land disposal
18 provisions. Forsyth obtained title to Colt Island based on *U.S. Survey 1755*, a survey
19 conducted and completed by Fred Dahlquist.

20 The Colt Island property was subsequently conveyed to William Black. In the early
21 1970's, Black engaged Howard Lockwood to prepare a plan to sell portions of Colt Island and
22 engage in other economic activities on Colt Island. Black and Lockwood engaged J.W. Bean,
23 a licensed Alaska land surveyor to survey Colt Island and prepare a plat of the island for the
24 purpose of selling recreational and commercial lots. In furtherance of the development, J.W.
25 Bean prepared *Plat 75-11*, essentially a subdivision of *U.S. Survey 1755*. This new

26 ¹ See generally, *Betty Black v. Todd and Joan Shumway*, 1JU-09-823 Civil (addressing
27 covenants and other land use restrictions on Colt Island; see also, *Shumway v. Betty Black
Living Trust, et al* 321 P. 3d 372 (Alaska 2014, (affirming Superior Court determination
28 denying Shumway's claim to a homestead exemption but discussing application of Colt Island
Declaration of Protective Covenants).

1 subdivision was designated by the developers as the "Colt Island Recreational Development."
2 Lots, trails and other features of the Colt Island Recreational Subdivision were established and
3 delineated according to *Plat 75-11*. In addition to delineating the lots to be sold on Colt
4 Island, Lockwood propounded and recorded the *Colt Island Declaration of Protective*
5 *Covenants*, to address and govern use of the property. Lockwood and Black then commenced
6 selling lots on Colt Island.

7 Various individuals or businesses have procured lots on Colt Island, including the
8 Collinses and the defendants. The Collinses believe in every instance after 1975 where a
9 person or commercial entity has acquired title to upland property on Colt Island, the
10 conveyance was made consistent with *Plat 75-11* prepared by J.W. Bean. Significantly, all of
11 the individuals or commercial entities that acquired upland property on Colt Island after 1975
12 procured parcels with actual or implied knowledge that *Plat 75-11* and the *Colt Island*
13 *Declaration of Protective Covenants* governed their property.

14 The *Colt Island Declaration of Protective Covenants* and *Plat 75-11* were recorded
15 with the State of Alaska. Additionally, the deeds conveying the property specifically
16 referenced the covenants and *Plat 75-11* prepared by J.W. Bean.

17 The sale of the upland property on Colt Island took place in conformity with *Plat 75-*
18 *11* and the *Colt Island Declaration of Protective Covenants*. Property on Colt Island was
19 developed, including the construction of recreational cabins and homes as well as at least one
20 commercial lodge, according to the *Colt Island Declaration of Protective Covenants* and *Plat*
21 *75-11*. Eventually, some parcels on Colt Island were resold in reliance on and in conformity
22 with *Plat 75-11* and the *Colt Island Declaration of Protective Covenants*. Subsequent resales
23 to new buyers who bought the property in reliance on *Plat 75-11* and the covenants included
24 the Collinses and the defendants.

25 The long-standing reliance on the property descriptions relied on by Colt Island
26 property owners, including the Collinses and the defendants, was placed in doubt when the
27 defendants commissioned and then recorded a new survey that significantly alters the existing
28 property boundaries set out in *Plat 75-11*. The act by the Halls in obtaining and recording a
survey in 2012 that radically shifts the existing property boundaries demarcated in *Plat 75-11*
was the critical element leading to the instant lawsuit.


ISSUES IN DISPUTE

Summary

1
2
3 From the perspective of the Collinses (and most if not all of the other Colt Island
4 property owners), the decision by the defendants to obtain a new survey that deviates from the
5 property description set out in *Plat 75-11* is wrong as a matter of fact, law and sound historic
6 surveying practice. The act of recording what can be characterized as a "top-filed" survey that
7 is inconsistent with the long relied on *Plat 75-11* places a cloud on the property interest held
8 by every Colt Island lot owner. This is believed by Collinses to be the most significant legal
9 matter for the court to determine in this case.

10 In addition to upsetting the property boundary *status quo*, the Collinses maintain the
11 defendants have trespassed on their property in at least three ways. First, the Collinses believe
12 the Halls have physically trespassed on their property on numerous occasions.

13 Secondly, the maintenance by the Halls of an improper outhouse privy and a shop
14 building has also caused additional trespass on the Collinses' property. Portions of both the
15 outhouse privy and the shop are located on the Collinses' property according to the
16 boundaries established by *Plat 75-11*.

17 Thirdly, not only does the outhouse privy and shop maintained by the Halls physically
18 encroach on the Collinses property, the functionality of the structure is significantly out of
19 compliance with the covenants requiring a structure be set back from the designated property
20 lines. The outhouse privy maintained by the Halls not only encroaches on the Collinses
21 property, the privy is the source of leaking sewage that flows onto the Collinses property. 
22 This illegal flow of improperly treated sewage creates an additional form of trespass in
23 addition to being inconsistent with State of Alaska regulatory standards addressing sanitation
24 requirements for remote subdivision parcels.

25 Finally, the issue of how to give meaning and proper enforcement of the *Colt Island*
26 *Declaration of Protective Covenants* requires judicial attention and a ruling. The Collinses
27 maintain and believe the evidence will show the Halls have failed to conform to the
28 mandatory covenants required of all Colt Island property owners. The outhouse privy and
shop they have constructed on their property fail to adhere to set back and other requirements
mandated in the covenants.

1
2 **A. Subdivision and Recreational Lot Boundaries**

3 The specific dispute between the Collinses and the Halls arises out of their ownership
4 of adjoining lots in the Colt Island recreational subdivision. The Halls currently own Lot 15
5 of Area 1, a parcel they purchased in 1994. The Collinses purchased Lot 14 of Area 1 in
6 1990.

7 The Collinses obtained their parcel from the Internal Revenue Service, a federal
8 agency who had obtained title to the property through a lien on Robert and Maude Stillwell, a
9 couple who had bought the property from William Black, the original owner who subdivided
10 Colt Island in the mid-1970's.

11 The Halls obtained their parcel of land from George Fisher who had procured the lot
12 from William Black in the mid-1970's.

13 The parcel the Halls purchased in 1994 from George Fisher had a structure on it built
14 by Mr. Fisher. Subsequently, the Halls remodeled the structure. The parcel owned by the
15 Collinses also has a structure constructed in 1993.

16 The Colt Island recreational subdivision was initially developed according to survey
17 work completed by J.W. Bean² as illustrated in *Plat 75-11*, a document that was eventually
18 recorded in 1975. The survey work on Colt Island and subsequent creation of the plat by J.W.
19 Bean was undertaken at the direction of Howard Lockwood and William Black. William
20 Black was actively working with Howard Lockwood in 1974 and 1975, with Lockwood
21 serving as the primary development agent for Colt Island.

22 Based on Howard Lockwood's development concept for Colt Island and with the
23 Black's consent, J.W. Bean devised the subdivision boundaries for Colt Island that were
24 referenced in *Plat 75-11* and subsequently recorded with the State of Alaska, Department of
25 Natural Resources.

26 As part of his work assignment in assisting Howard Lockwood lay out the Colt Island
27 Recreational Subdivision, J.W. Bean provided Lockwood and Black with limited
28 monumentation of *Plat 75-11*. In order to delineate the various lots for purpose of marketing
the property and sale of the property, J.W. Bean placed surveying control points along a

² Alaska Licensed Professional Land Surveyor No.: LS-3650.

1 portion of the property lines for lots 1-18 in Area 1 of the Colt Island Recreational
2 Subdivision. Additional monuments and various surveying control points on Colt Island were
3 established by J.W. Bean, all of which were used by Lockwood to sell parcels owned on Colt
4 Island to customers.

5 The property conveyances from Black to the various purchasers of the Colt Island
6 subdivision all obviously and clearly referenced *Plat 75-11*. Howard Lockwood, in marketing
7 and facilitating the sale of Colt Island subdivision parcels on behalf of Black, routinely
8 referenced *Plat 75-11*. The individuals who purchased property on Colt Island between 1975
9 and 1977, including the lot originally purchased by George Fisher and now owned by the
10 Halls, all bought their land from Black based on *Plat 75-11*. In addition, the various sale of
11 recreational lots on Colt Island were made according to *Plat 75-11*, and were also governed
12 by recorded covenants addressing various aspects of property use on the subdivision.

13 As a matter of routine practice, all the subdivided lots on Colt Island sold by Black
14 starting in the mid-1970's to various buyers were done by deed referencing *Plat 75-11*,
15 together with recorded covenants running with land. The sellers sold the property based on
16 *Plat 75-11* and the buyers bought the property according to the delineation stated in *Plat 75-11*.
17 Significantly, the individuals who acquired the Colt Island property made improvements
18 to their property and used the property in reliance on *Plat 75-11* and the covenants governing
19 the property.

20 The sale, acquisition and utilization of the subdivided Colt Island property according
21 to *Plat 75-11* and the covenants were established in the 1970's, 1980's and through most of
22 the 1990's. The deeds used by Black to convey property to buyers for over a decade are
23 founded on property descriptions referencing *Plat 75-11*. Construction of cabins for a period
24 of at least 20 years on the Colt Island subdivision took place according to *Plat 75-11*. As
25 well, re-conveyance of the subdivided parcels was made according to *Plat 75-11*.

26 The harmonious state of property ownership on Colt Island that existed for decades
27 according to the initial sale of subdivided parcels was ruffled around 1994 when David Hall
28 began casually questioning whether *Plat 75-11* might contain surveying errors. Hall's initial
questions about the property demarcated by *Plat 75-11* ballooned into specific allegations in

1 2008 when he suggested to various Colt Island property owners that J.W. Bean's survey work
2 in 1975 was somehow wrong.

3 It is difficult (at least for the Collinses and their counsel), to ascertain what motivated
4 David and Margaret Hall to upset the repose seemingly enjoyed by the Colt Island property
5 owners for more than two decades or why they believed the deed governing the acquisition of
6 their interest in a portion of Colt Island referencing *Plat 75-11* was somehow erroneous. But
7 motive isn't obviously a defining legal criteria in this dispute.

8 The apparent argument by Halls that J.W. Bean's initial survey work and demarcation
9 of lots according to *Plat 75-11* didn't apply to the subdivision boundaries was seemingly
10 triggered by a controversy between the Collins' and Halls related to placement of an outhouse
11 and a separate shop building constructed by the Halls near the Collins/Hall lot boundary.

12 In 2008 Ray Collins became concerned that an outhouse privy and shop building
13 belonging to the Halls and placed in close proximity to the shared Collins/Hall lot boundary
14 might be encroaching on the Collinses property or built in a place and manner inconsistent
15 with the restrictive covenants adopted for the Colt Island Recreational Subdivision.


16 In 2009, Ray Collins obtained a survey confirming the Hall's privy and shop were
17 slightly encroaching on the Collins' property. The survey obtained by Ray Collins illustrating
18 the encroachment by the privy and the shop on the Collins' property referenced *Plat 75-11*
19 and essentially confirmed the boundary description used by various Colt Island property
20 owners since the mid-1970's.


21 In response to the Collinses' survey reaffirming the boundaries designated by *Plat 75-*
22 *11*, the Halls obtained a survey that deviated significantly from the boundaries delineated in
23 *Plat 75-11*. The Hall's new survey is designated *2012-32* and has the practical effect of
24 shifting all of the lot boundaries on Colt Island. The Halls opted to record the new survey
25 they obtained, an act that has effectively clouded title to the other parcels on Colt Island.

26 The core issue here is whether the law, common sense and normal surveying and land
27 use procedures allow defendant's to procure and then essentially top file a new survey that
28 conflicts with *Plat 75-11*. By obtaining and then recording a new survey that deviates from
29 *Plat 75-11*, defendants effectively placed a cloud on all of the parcels previously established
30 on Colt Island by *Plat 75-11*. Sanctioning this kind of boundary alteration is inconsistent with


1 long-established surveying principles that required surveyors to “walk in the shoes of previous
2 surveyors” in almost all instances. The reason for adhering to these common sense principles
3 is not difficult to grasp. Changes in technology or better application of information that
4 would amend or alter previous survey documentation years after an initial survey is conducted
5 has great potential to wreak havoc on property rights.³ The long reliance by the Collinses
6 and other Colt Island property owners on the boundary lines established by Plat 75-11 is
7 evident. Adoption of the position advanced by the Halls would sanction alterations to
8 property boundaries conveyed by deed -- deeds that clearly incorporate Plat 75-11 in the
9 conveyance. The position advanced by Halls in this dispute invites mischief as it will change
10 long-established property boundaries on Colt Island and destroy repose, a state much favored
11 by property law.⁴

12 In the current situation, the land surveying conducted by J.W. Bean on behalf of Bill
13 Black and Howard Lockwood resulted in the preparation and recording of *Plat 75-11*. *Plat*
14 *75-11* is the underlying basis on which the Colt Island parcels were sold. Buyers built cabins
15 or homes on the parcels in conformity with *Plat 75-11*. Eventually, owners sold the parcels to
16 new buyers, including the Collinses and the defendants based on the assumptions contained in
17 *Plat 75-11*.


18  Allowing a new survey completed decades after the sale of Colt Island parcels were
19 sold, developed and even resold according to *Plat 75-11* would judicially eliminate long-
20 standing reliance on land use patterns dating back four decades, a result inconsistent with
21 standard surveying technique and the law. This common sense understanding of the
22 importance attached to relying on previously determined property boundaries and requiring
23 surveyors to give great weight to previous surveys in almost all instances is obvious. For

24  ³ See generally, *Lee v. Konrad*, 337 P. 3d 510, 520 (Alaska 2014)(discussing “principles of
25 public policy that preclude a party from setting up or insisting upon a boundary line in
26 opposition to one which has been steadily adhered to.”)(citing *O’Hearne v. McClammer*, 163
27 N.H. 430, 42 A. 2d 834, 839 (2012) (further citations omitted).

28 ⁴ See generally, *Shilts v. Young*, 567 P.2d 769, 773 (Alaska 1977)(purpose of deed
description is not to identify the land, but to furnish the means of identification – thus a
property description is sufficient if it contains information permitting identification of the
property to the exclusion of all others.).

1 example, just to select a recent situation that has received widespread media attention, the
2 location of the fabled “four corners” boundary point defining the area where Arizona,
3 Colorado, Utah and New Mexico joint at a single spot is illustrative. The four corners were
4 established more than a hundred years ago by specifying the bearing and distance from the
5  Washington Monument in Washington, DC. Using the best available technology and survey
6 techniques at the time, the four corners monument was established. Fast forward to the first
7 decade of the 21st Century and the distance and bearing from the Washington Monument were
8 recalculated using Global Positioning System data and other modern technology. Using the
9 modern technology, contemporary surveyors noted that the original monumentation for the
10 four corners was off by roughly 2.5 miles. Did that result in a change to the geographical
11 boundaries of New Mexico, Colorado, Utah and Arizona? Of course not. The boundaries
12 stayed as they were and as they had been relied on for decades.

12 The attempt by defendants to superimpose a new property boundary overlay on Colt
13 Island is fraught from a legal, technical and practical perspective. The survey work done by
14 R&M Engineering for the defendants is inconsistent with the standards required by the State
15 of Alaska in terms of technical conformity with monumentation requirements⁵ and
16 additionally is problematic because it essentially is a replat of property in a manner that is
17 inconsistent with State of Alaska legal requirements.⁶


18  For legal and practical reasons, the court should adopt J.W. Bean’s original point of
19 beginning for *Plat 75-11* as the basis for defining all the Colt Island boundaries.

20 B. Enforcement of the Covenants.

21 The Collinses believe the evidence adduced at trial and standard application of the law
22 will require application of the *Colt Island Declaration of Protective Covenants*. The
23 significant issue in dispute regarding covenant application and enforcement is whether or not
24 the Halls are required to adhere to the “set back” requirements. The covenants specify that

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⁵ See generally, AS 40.15.320; see also, 11 AAC 53.680.

27  ⁶ See generally, AS 40.15 (requirements for perfecting a plat).

1 structures be built at least 20 feet from a property line boundary, a requirement the Collinses
2 believe must be adhered to and for which they seek judicial assistance in enforcing.

3 4 C. Trespass by Halls

5 The Collinses will produce obvious and convincing evidence at trial to show repeated
6 trespass by the Halls and their issue or friends on the Collinses' property. In addition,
7 structures owned by the Halls obviously encroach on the Collinses' property without
8 permission. Finally, sewage from the Halls illegal outhouse privy oozes onto the Collins's
9 property. Calculating damages from these ongoing forms of trespass are difficult to quantify
10 with precision. Accordingly, the Collinses seek an award of nominal damages as
11 compensation for the trespass and an order by the court directing the Halls to remedy the
12 building encroachments by complying with the covenants and such necessary remedial action
13 as directed by the Alaska Department of Environmental Conservation to remediate the sewage
14 problem as well as an additional order requiring the Halls to refrain from further trespass.

14 EXHIBITS

15 Counsel for both parties to this dispute have agreed to designate, mark and enter into
16 evidence various joint exhibits. From plaintiff's perspective, the most significant exhibits that
17 will require close scrutiny by the court include:

- 18 1. *Plat 75-11*, an exhibit prepared and recorded by surveyor J. W. Bean in 1975;
- 19 2. The survey completed by R&M Engineering in 2012, designated as *Survey 2012-*
20 *32*, as recorded on December 7, 2012;
- 21 3. The various deed documentation showing conveyance of various Colt Island
22 property and the *Colt Island Declaration of Protective Covenants*.

23 All of these select joint exhibits are believed by Collinses to be essential to resolving this
24 dispute.
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26
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1 either party, counsel for Collinses will endeavor to compress aspects of the case to the extent
2 possible, particularly with regard to some portions of the facts in this dispute that may not
3 ultimately be relevant or critical to a legal resolution of the boundary fight.

4 At trial, the Collinses anticipate calling the various witnesses, as follows:

5 **A Howard Lockwood.** Mr. Lockwood was intimately involved in the establishment
6 of the Colt Island recreational subdivision. Lockwood has significant experience developing
7 property in California and Alaska. Lockwood's extensive knowledge of Colt Island and the
8 development he and the owner, Bill Black, envisioned for the island will provide important
9 background for how J. W. Bean conducted survey work for the Colt Island development in the
10 mid-1970's and the basis for how the various parcels on the island were established and sold.

11 **B. John W. Bean.** Mr. Bean is a Professional Land Surveyor, licensed to conduct
12 survey work in Alaska. Bean conducted survey work for the owner of Colt Island in the mid-
13 1970's under the direction of Howard Lockwood for the purpose of establishing subdivision
14 lots to be marketed and sold to the public. Bean will provide extensive testimony on the
15 survey work he has conducted on Colt Island, how he established and prepared *Plat 75-11* and
16 subsequent work related to establishing or confirming upland and tideland boundaries on Colt
17 Island.

18 **C. Carolee Lonsdale.** Ms. Lonsdale currently owns Tract B, a large parcel of land on
19 Colt Island and all the access routes designated on Colt Island. Lonsdale has spent significant
20 time on Colt Island since the early 1970's, including many hours walking the beaches and
21 trails of the island. Lonsdale's testimony will focus on impacts to her property if the
22 boundaries proposed by *Survey 2012-32* are adopted by the court as well as testimony related
23 to what she has observed or not observed related to boundary monumentation on Colt Island
24 over the years.

25 **D. Jerry Glasgow.** (Telephonic). Mr. Glasgow and his sibling are the largest owners
26 of property on Colt Island by virtue of their inheritance of land from Betty Black. Glasgow
27

1 will testify regarding the impact of altering the boundaries of the Colt Island subdivision if
2 *Survey 2012-32* alters the existing land use patterns established by *Plat 75-11* and other topics
3 related to conveyance of property he owns on Colt Island.

4 **E. Barry Rohm.** (Telephonic). Mr. Rohm was a long-time property owner of two
5 lots on Colt Island. Rohm is a trained surveyor and conducted or directed surveys related to
6 property on Colt Island and will testify to his observations related to monumentation of
7 boundaries on Colt Island as well as his personal reliance on *Plat 75-11* and deeds related to
8 his acquisition or sale of Colt Island lots.

9 **F. George Fisher.** Mr. Fisher will testify on how he acquired the property on Colt
10 Island, his understanding of what constituted the property description and what he believed he
11 conveyed to the subsequent buyer of the property. Fisher will also provide testimony related
12 to various monumentation points he personally observed on Colt Island or related to alleged
13 monumentation points that he never witnessed while on Colt Island.

14 **G. Dale Lockwood.** Mr. Lockwood lives on Colt Island and has maintained his
15 residency on the island for over three decades. Dale Lockwood is intimately familiar with the
16 trails, byways, beaches and paths on Colt Island. Dale Lockwood has extensive familiarity
17 with boundary monumentation on Colt Island based on his residency and due to numerous
18 construction projects he has undertaken for various clients on Colt Island. Lockwood will
19 testify about his observations related to monumentation of boundaries on Colt Island as well
20 as his personal reliance on *Plat 75-11* and deeds related to his acquisition of Colt Island lots.

21 **H. Steve Allwine.** (Telephonic). Mr. Allwine and his spouse own lots on Colt Island.
22 Prior to consummating his purchase of the property on Colt Island, Allwine had a survey
23 completed establishing the boundaries of the property in order to construct a structure that
24 would conform to the boundaries and covenants governing activities on Colt Island. Allwine
25 will testify about his reliance on *Plat 75-11* and the impact a deviation from utilization of *Plat*
26 *75-11* will have on his property.

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2 **I. Ray Collins.** Mr. Collins will testify on how he obtained ownership of his lot on
3 Colt Island, the basis in which he constructed improvements to his property as well as
4 repeated trespass by Dave and Margaret Hall or their issue or friends on property he owns.

5 **J. Keith Loveide or Debby Loveide.** Mr. and Mrs. Loveide own two lots on Colt
6 Island. One of them will testify that adoption of the property lines referenced in Survey 2012-
7 32 will negatively impact their property rights in significant manner.

8
9 **CONCLUSION**

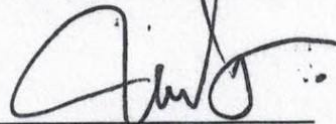
10 Based on evidence that will be presented at trial, the Collins's believe the court should
11 determine that the upland property boundaries for Colt Island established by *Plat 75-11* are
12 controlling of the property dispute between the plaintiffs and defendants. Any other result
13 will collide with the long established property use patterns of the Colt Island landowners and
14 cause a continued cloud on the title of Colt Island properties.

15 In addition, a determination that the *Colt Island Declaration of Protective Covenants*
16 apply to the defendants and must be adhered to by all Colt Island property owners is
17 warranted.

18 Finally, Collins' believe a finding that defendants have and continue to trespass on
19 plaintiff's property for which an award of nominal damages is justified.

20 **DATED** this 18th day of November, 2016 at Juneau, Alaska.

21 **LAW OFFICE OF**
22 **JOSEPH W. GELDHOF**

23 

24 Joseph W. Geldhof
25 Alaska Bar # 8111097

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CERTIFICATION

I certify that on this date, a copy of this document was sent via USPS to:

Lael Harrison,
Attorney for Defendants
Faulkner Banfield, P.C.
8420 Airport Boulevard,
Suite 101
Juneau, Alaska 99801

An additional courtesy copy of this document was sent electronically to Ms. Harrison at her request via e-mail on this date.

DATE: NOVEMBER 18, 2016



Joseph W. Geldhof