



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

**Department of Environmental
Conservation**

DIVISION OF SPILL PREVENTION AND RESPONSE
Contaminated Sites Program

610 University Avenue
Fairbanks, AK 99709-3643
Phone: 907-451-2143
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www.dec.alaska.gov

File: 100.26.058

October 13, 2021

Julia Shemesh
Crowley Marine Services, Inc.
1102 SW Massachusetts St.
Seattle, WA 98134

Re: Decision Document: Crowley Mail Trail Facility
Cleanup Complete Determination – Institutional Controls

Dear Ms. Shemesh:

The Alaska Department of Environmental Conservation, Contaminated Sites Program (ADEC) has completed a review of the environmental records associated with the Crowley Mail Trail Facility located at the Corner of Mail Trail Road & Dale Street, Fairbanks. Based on the information provided to date, it has been determined that the contaminant concentrations remaining on site do not pose an unacceptable risk to human health or the environment and no further remedial action will be required as long as the institutional controls are maintained and effective and no new information becomes available that indicates residual contamination poses an unacceptable risk.

This Cleanup Complete with Institutional Controls (ICs) determination is based on the administrative record for the Crowley Mail Trail Facility which is located in the offices of the ADEC in Fairbanks, Alaska. This decision letter summarizes the site history, cleanup actions, regulatory decisions, and specific conditions required to effectively manage remaining contamination at this site.

Site Name and Location:

Crowley Mail Trail Facility
Corner Mail Trail Road & Dale Street
Fairbanks, Alaska 99701

Name and Mailing Address of Contact Party:

Julia Shemesh
Crowley Marine Services, Inc.
1102 S.W. Massachusetts Street
Seattle, WA 98134

ADEC Site Identifiers:

File No.: 100.26.058
Hazard ID.: 24339

Regulatory Authority for Determination:

18 AAC 78 and 18 AAC 75

Site Description and Background

The Crowley Mail Trail facility contaminated site is located on the former Crowley Maritime Services (Crowley) industrial property. This four-acre property is located 0.25 miles west of the Fairbanks International Airport, southeast of the intersection of Mail Trail Road and Dale Street. The site is approximately 450 feet east of the Chena River and consists of flood plain alluvium that is a mixture of glacial outwash sands, silt and gravel. The property was formerly used as a shop and maintenance facility for a trucking company and is currently used as a shop and aircraft parts storage facility for Everts Air Fuel.

The property is also impacted by polyfluoroalkyl substances (PFAS) and lies within the FIA-Sitewide PFAS contaminated groundwater plume (ADEC file# 100.38.277).

During August 1991, Crowley conducted a focused environmental site investigation for the purpose of identifying potential environmental concerns at the site. After reviewing documents indicating past use of the property and nearby properties, nine borings were placed at various locations on the Crowley Maritime Services industrial property including near a 15,000-gallon diesel underground storage tank (UST). Extractable petroleum hydrocarbons (EPH) as diesel were detected in soil near the diesel tank. Five of the borings were completed as monitoring wells MW-1 through MW-5. EPH as diesel and benzene were detected above ADEC cleanup levels (CUL) in monitoring well MW-1 nearest the UST but were not detected above CULs in the other four monitoring wells.

The UST was removed in October 1991. During excavation, approximately 165 gallons of free product and water were pumped from the excavation prior to backfilling. The mixture was pumped into 55-gallon drums and delivered to AIC Soil Service Inc. where it was disposed. Washed rock was placed in the excavation from 10 feet to 6 feet below ground surface (ft bgs) to be above the seasonal high groundwater level. A piece of 10-mil reinforced plastic sheeting was then placed on top of the clean rock and on the faces of sidewalls, and approximately 300 cubic yards (cy) of contaminated soil were placed back into the excavation. A reinforced plastic sheeting cover was placed on the contaminated soil, wrapping the sidewall plastic and covered with an additional 40 cy of clean fill to bring the excavation back to grade. The encapsulated contaminated soil was removed in 1993 after the site was under the authority of the Contaminated Sites Program and is described in the Characterization and Cleanup Activities section of this letter.

Contaminants of Concern

During the site investigation and cleanup activities at this site, samples were collected from soil and groundwater and analyzed for DRO, benzene, toluene, ethylbenzene and xylene (BTEX), polynuclear aromatic hydrocarbons (PAHs), and volatile organic compounds (VOCs). Based on these analyses, the following contaminants were detected above the applicable cleanup levels and are considered Contaminants of Concern at this site:

- DRO
- Benzene
- Ethylbenzene
- Xylene
- 1,2,4-Trimethylbenzene
- 1-Methylnaphthalene
- 2-Methylnaphthalene

- Naphthalene

Cleanup Levels

DRO, ethylbenzene, xylene, 1-methylnaphthalene, and 2-methylnaphthalene were detected in soil above the approved Method 2 migration to groundwater cleanup levels established in 18 AAC 75.341(c), Table B1, and 18 AAC 75.341 (d), Table B2. This site is in the under 40-inch precipitation zone.

DRO, benzene, ethylbenzene, xylene, 1,2,4-trimethylbenzene, naphthalene and 1-methylnaphthalene were detected in groundwater above the approved cleanup levels established in 18 AAC 75.345 Table C.

Table 1 – Approved Cleanup Levels

Contaminant	Soil ¹ (mg/kg)	Groundwater (mg/L)
DRO	250	1.5
Benzene	0.022	0.0046
Ethylbenzene	0.13	0.015
Xylenes	1.5	0.19
1,2,4-Trimethylbenzene	0.61	0.056
1-Methylnaphthalene	0.41	0.11
2-Methylnaphthalene	1.3	0.36
Naphthalene	0.038	0.0017

mg/L = milligrams per liter

µg/L = micrograms per liter

¹ – Migration to groundwater pathway, Method 2

Characterization and Cleanup Activities

Characterization and cleanup activities conducted under the regulatory authority of the Contaminated Sites Program began in August 1992.

In October 1992, seven borings were advanced around the former UST and four monitoring wells (MW-6 through MW-9) were installed to evaluate the horizontal and vertical extent of contamination within 30 feet of each sidewall of the former excavation. EPH as diesel was observed above the soil cleanup level in one soil sample located at 0.5 ft bgs about 10 feet south of the south sidewall of the excavation. No other soil cleanup levels were exceeded.

In groundwater, benzene was detected above cleanup levels in MW-6 through MW-9, ranging from 0.0055 mg/L to 0.0175 mg/L. During this groundwater sampling event, MW-1, MW-2 and MW-5 were also sampled. Only MW-1, located near the Northwest sidewall of the excavation had contamination above cleanup levels.

In October 1993 the contaminated soil that had been backfilled and encapsulated in plastic in October 1991 was re-excavated to a depth of 6 ft bgs. Final excavation limits were 20-30 feet wide, north to south and 70 feet long, east to west. A total of 450 cy of contaminated soil was removed and thermally

treated off site. Six soil samples were collected along the excavation limits from a depth of approximately 4 ft bgs along the sidewalls and one sample was collected at 2.5 ft bgs from the base of a small excavation area of surface soil immediately south of the main area of excavation. DRO remaining at the excavation limits ranged from not detected to 85 mg/kg. The excavation was backfilled with clean soil.

Groundwater was sampled from up to nine monitoring wells eight times between September 1991 and June 1994. Contaminants were not detected in wells along the south side of the property (MW-2 and MW-3), however the wells north of the UST (MW-1 and MW-4 through MW-9) had benzene at concentrations ranging from 0.0052 to 0.0510 mg/L.

In May 2012, soil borings B10 through B14 were advanced around the former diesel UST, four of which were completed as monitoring wells MW10 through MW13. DRO was detected in B13 (7.5 to 10 ft bgs) soil sample the above cleanup levels and DRO, 1-methylnaphthalene, and 2-methylnaphthalene were detected in the B10 (5 to 7.5 ft bgs) soil sample above cleanup levels. Both of these soil samples were collected from within the groundwater smear zone. Benzene concentrations detected in wells MW10 and MW11 were greater than ADEC cleanup levels (see site figure).

Two additional borings and monitoring wells were installed in July 2017 to further delineate the extent of groundwater contamination. B14A/MW14 was installed to the south and B15/MW15 to the northwest of the previous groundwater sampling locations. Soil samples collected from both of these locations did not exceed cleanup levels.

Groundwater sampling events in 2017 and 2018 included DRO, VOC and PAH analysis in MW10 through MW15. Contaminants in wells MW12, MW14, and MW15 did not exceed cleanup levels. Benzene exceeded cleanup levels in MW10, MW11 and MW13. Ethylbenzene, xylenes, 1-methylnaphthalene and naphthalene also exceeded cleanup levels in the wells closest to the former UST. MW13 was located closest to the source and had the highest remaining concentrations of groundwater contaminants. Contaminant concentrations generally decreased with distance away from the source.

Monitoring wells MW12, MW13, and MW15 were decommissioned in 2019. Wells MW4 and MW9 were scheduled for decommissioning, however, they could not be located. Responsibility for monitoring wells MW10, MW11 and MW14 were transferred from Crowley to Everts Air Fuel and will be used for investigating groundwater contamination at the Everts Air Fuel Mail Trail Facility site (ADEC file# 100.38.284).

Table 2 –Highest Contaminant Concentrations Remaining at the Site

Contaminant	Soil (mg/kg)	Soil Sample Location	Groundwater (mg/L)	Groundwater Sample Location
DRO	9,890	B13	5.61	MW13
Benzene	not detected		0.528	MW10
Ethylbenzene	0.439	B10	0.218	MW13
Xylenes	2.3	B10	0.519	MW13
1,2,4-Trimethylbenzene	Not detected		0.178	MW13
1-Methylnaphthalene	10.3	B10	0.0195	MW13
2-Methylnaphthalene	11.7	B10	0.0237	MW13
Naphthalene	5.72	B10	0.122	MW13

Cumulative Risk Evaluation

Pursuant to 18 AAS 78.600(d), when detectable contamination remains on-site following a cleanup, a cumulative risk determination must be made that the risk from hazardous substances does not exceed a cumulative carcinogenic risk standard of 1 in 100,000 across all exposure pathways and does not exceed a cumulative noncarcinogenic risk standard at a hazard index of one across all exposure pathways.

Based on a review of the environmental record, ADEC has determined that residual contaminant concentrations do not meet the cumulative risk criteria for human health.

Cumulative risk at this site was calculated assuming a residential land use and using the highest contaminant concentrations remaining at the site. The results indicate a cumulative carcinogenic cancer risk of 204 in 100,000 and a non-carcinogenic hazard index of 42. Cumulative risk is driven primarily via the groundwater inhalation pathway with naphthalene and benzene being the biggest risk drivers for both non-carcinogenic and carcinogenic risk.

The groundwater inhalation, ingestion and dermal exposure pathways are controlled as the remaining contamination at the site is sub-surface and institutional controls are in place to prevent future residential use unless vapor intrusion risks are addressed and to prevent the installation of water wells without prior ADEC approval and demonstrating that the groundwater is suitable for its intended use.

Exposure Pathway Evaluation

Following investigation and cleanup at the site, exposure to the remaining contaminants was evaluated using ADEC's Exposure Tracking Model (ETM). Exposure pathways are the conduits by which contamination may reach human or ecological receptors. ETM results show all pathways to be one of the following: De Minimis Exposure, Exposure Controlled, or Pathway Incomplete. A summary of this pathway evaluation is included in Table 2.

Table 3 – Exposure Pathway Evaluation

Pathway	Result	Explanation
Surface Soil Contact	Pathway Incomplete	Contamination is not present in surface soil (0 to 2 feet below ground surface).
Sub-Surface Soil Contact	De Minimis Exposure	Contamination remains in the sub-surface but is below human health, inhalation and ingestion cleanup levels.
Inhalation – Outdoor Air	De Minimis Exposure	Contamination remains in the sub-surface but is below inhalation cleanup levels.
Inhalation – Indoor Air (vapor intrusion)	Exposure Controlled	Buildings are not present within 30 feet of the impacted media and institutional controls are in place to limit exposure within this area.
Groundwater Ingestion	Exposure Controlled	Residual groundwater contamination is still present but institutional controls are in place to restrict the installation of wells in the impacted area.
Surface Water Ingestion	Pathway Incomplete	Contaminants are not expected to migrate to surface water.
Wild and Farmed Foods Ingestion	Pathway Incomplete	Contaminants are not known to be present where plants or animals can have significant contact
Exposure to Ecological Receptors	Pathway Incomplete	Remaining contamination is at least 5 feet below grade and is not expected to migrate.

Notes to Table 2: “De Minimis Exposure” means that in ADEC’s judgment receptors are unlikely to be affected by the minimal volume or concentration of remaining contamination. “Pathway Incomplete” means that in ADEC’s judgment contamination has no potential to contact receptors. “Exposure Controlled” means there is an institutional control in place limiting land or groundwater use and there may be a physical barrier in place that prevents contact with residual contamination.

ADEC Decision

Petroleum contamination remains in sub-surface soil and groundwater; however, the impacted soil and groundwater from the release is confined to the vicinity of the former diesel UST as shown in the attached figure.

Soil contamination at the site has been cleaned up to concentrations below the approved cleanup levels suitable for residential land use. Groundwater meets the applicable cleanup levels at the property boundary. The groundwater contaminant plume has been demonstrated to be shrinking and the contaminant concentrations are steady or decreasing. Therefore, ADEC has determined the residual soil contamination does not pose an unacceptable migration to groundwater concern. Groundwater at the site is not currently used as a source of drinking water, as the property is connected to the municipal water system.

An Environmental Covenant has been approved by all affiliated parties and has been recorded in the land records maintained by the Alaska Department of Natural Resources and a copy is attached to this letter.

Institutional controls necessary to support this closure determination include:

1. If buildings are proposed for construction within the contaminated area, ADEC must be notified in advance and may require a vapor intrusion evaluation to determine if building occupants could be affected by vapors.
2. No groundwater wells shall be installed in the area covered by the activity and use limitations without prior ADEC approval.
3. ADEC must be notified in advance of the subdivision or replat of the Property associated with these activities and use limitations. This covenant must be included as part of future property transactions and attached to subsequent associated parcels, as determined applicable by ADEC.
4. ADEC approval is required prior to moving any soil or groundwater off site where contamination remains above applicable cleanup levels (see Figure 1). A "site" as defined by 18 AAC 78.995(134) means an area that is contaminated, including areas contaminated by the migration of hazardous substances from a source area, regardless of property ownership. In the future, if soil will be excavated, or groundwater will be brought to the surface (for example to dewater in support of construction), it must be characterized and managed following regulations applicable at that time and ADEC approval must be obtained before moving the soil or water off the property.
5. Movement or use of contaminated material in a manner that results in a violation of 18 AAC 70 water quality standards is prohibited.
6. Groundwater throughout Alaska is protected for use as a water supply for drinking, culinary and food processing, agriculture including irrigation and stock watering, aquaculture, and industrial use. Contaminated site cleanup complete determinations are based on groundwater being considered a potential drinking water source. In the event that groundwater from this site is to be used for other purposes in the future, such as aquaculture, additional characterization and treatment may be required to ensure the water is suitable for its intended use.

ADEC has determined the cleanup is complete as long as the institutional controls are properly implemented, and no new information becomes available that indicates residual contamination may pose an unacceptable risk.

The ADEC Contaminated Sites Database will be updated to reflect the change in site status to "Cleanup Complete with Institutional Controls" and will include a description of the contamination remaining at the site.

The institutional controls will be removed in the future if documentation is provided that shows concentrations of all residual hazardous substances remaining at the site are below the levels that allow for unrestricted exposure to, and use of, the contaminated media and that the site does not pose a potential unacceptable risk to human health, safety or welfare, or to the environment.

This determination is in accordance with 18 AAC 78.276(f) and does not preclude ADEC from requiring additional assessment and/or cleanup action if the institutional controls are determined to be ineffective or if new information indicates that contaminants at this site may pose an unacceptable risk to human health or the environment.

Appeal

Any person who disagrees with this decision may request an adjudicatory hearing in accordance with 18 AAC 15.195 – 18 AAC 15.340 or an informal review by the Division Director in accordance with 18 AAC 15.185. Informal review requests must be delivered to the Division Director, 555 Cordova Street, Anchorage, Alaska 99501-2617, within 20 days after receiving the department's decision reviewable under this section. Adjudicatory hearing requests must be delivered to the Commissioner of the Department of Environmental Conservation, 410 Willoughby Avenue, Suite 303, P.O. Box 111800, Juneau, Alaska 99811-1800, within 30 days after the date of issuance of this letter, or within 30 days after the department issues a final decision under 18 AAC 15.185. If a hearing is not requested within 30 days, the right to appeal is waived.

If you have questions about this closure decision, please feel free to contact me at (907) 451-2752 or email at shawn.tisdell@alaska.gov.

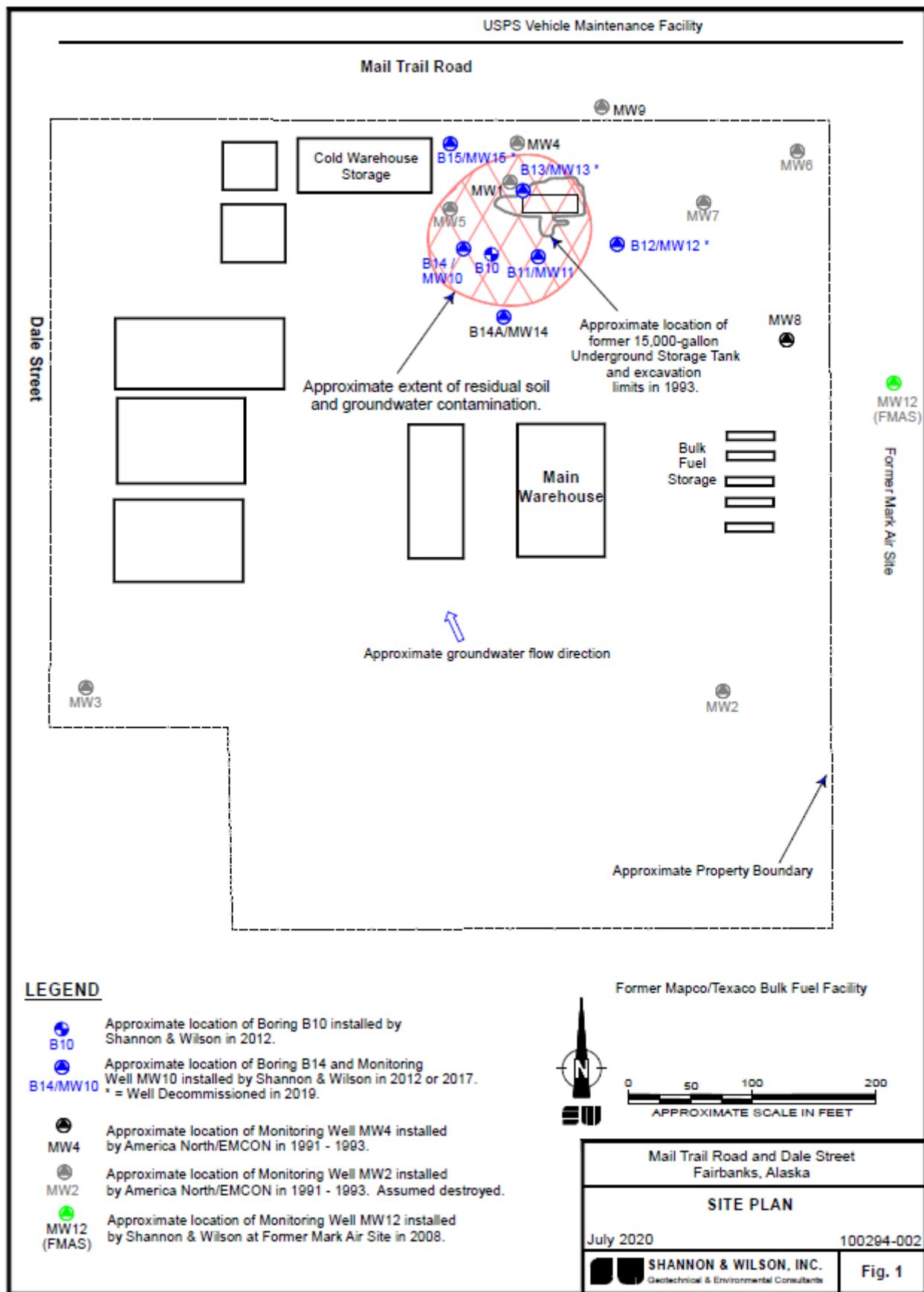
Sincerely,

Shawn Tisdell
Project Manager






Note: This letter is being transmitted to you in electronic format only. If you require a paper copy, let us know and we will be happy to provide one to you. In the interest of reducing file space, the Division of SPAR/Contaminated Sites Program is transitioning to electronic transmission of project correspondence.

Enclosures: Recorded Environmental Covenants which include site figures showing the extent of residual soil/groundwater contamination and boundaries of areas covered by ICs.

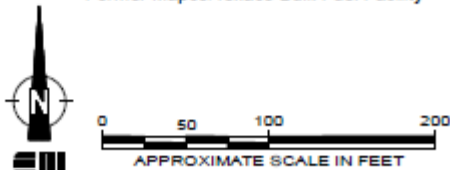
cc: Spill Prevention and Response, Cost Recovery Unit



LEGEND

-  Approximate location of Boring B10 installed by Shannon & Wilson in 2012.
-  Approximate location of Boring B14 and Monitoring Well MW10 installed by Shannon & Wilson in 2012 or 2017. * = Well Decommissioned in 2019.
-  Approximate location of Monitoring Well MW4 installed by America North/EMCON in 1991 - 1993.
-  Approximate location of Monitoring Well MW2 installed by America North/EMCON in 1991 - 1993. Assumed destroyed.
-  Approximate location of Monitoring Well MW12 installed by Shannon & Wilson at Former Mark Air Site in 2008.

Former Mapco/Texaco Bulk Fuel Facility



0 50 100 200
APPROXIMATE SCALE IN FEET

Mail Trail Road and Dale Street Fairbanks, Alaska	
SITE PLAN	
July 2020	100294-002
 SHANNON & WILSON, INC. Geotechnical & Environmental Consultants	Fig. 1



THIS COVER SHEET HAS BEEN ADDED TO THIS DOCUMENT TO PROVIDE SPACE FOR THE RECORDING DATA. THIS COVER SHEET APPEARS AS THE FIRST PAGE OF THE DOCUMENT IN THE OFFICIAL PUBLIC RECORD.

DO NOT DETACH

ENVIRONMENTAL COVENANT

Grantor: SRC, LLC
c/o Robert Everts
P.O. Box 61680
Fairbanks, AK 99706

Grantee: SRC, LLC
c/o Robert Everts
P.O. Box 61680
Fairbanks, AK 99706

Property: A Portion of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Twenty-Three (23), Township One South (T1S), Range Two West (R2W), Fairbanks Meridian; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska, more particularly described as follows:

FROM the quarter corner common to Sections 23 and 24, go North 89°56' West a distance of 660.86 feet to the POINT OF BEGINNING; THENCE North 89°55' West a distance of 475.06 feet to a point; THENCE North 271.2 feet to a point; THENCE North 89°55' West 152.8 feet to a point; THENCE North 389.27 feet to a point; THENCE South 89°55' East 332.74 feet to a point; THENCE South 0°00'30" East 590.00 feet to a point; THENCE South 89°55' East 295.00 feet to a point; THENCE South 0°00'30" East 70.36 feet to the POINT OF BEGINNING.

Recording District: Fairbanks

Return to: Shawn Tisdell, ADEC
610 University Avenue
Fairbanks, AK 99709

AND

SRC, LLC
c/o Robert Everts
P.O. Box 61680
Fairbanks, AK 99706

State Business – No Charge



ENVIRONMENTAL COVENANT

Grantor: SRC, LLC

Grantee/Holder: SRC, LLC

Check the following:

Original Covenant

Amendment of Covenant

RECITALS

- I. This document is an environmental covenant (“Covenant”) executed pursuant to AS 46.04.300-46.04.390, the act (“Act”) adopting the Uniform Environmental Covenants Act, and 18 AAC 75.325-390, Alaska Site Cleanup Rules.
- II. This Covenant requires the Grantor to subject the Property designated below to, and comply with, certain activity and use limitations as provided for in the Act. These activity and use limitations are described in this Covenant and are necessary to protect human health, safety, welfare or the environment and to ensure the integrity of the cleanup remedy conducted at the site. Environmental documents pertaining to the cleanup are available from the Alaska Department of Environmental Conservation (“ADEC”) at 410 Willoughby Avenue, Juneau, Alaska.
- III. The Property that is the subject of this Covenant is part or all of a site commonly known as

ADEC site name: Crowley Mail Trail Facility
ADEC Hazard Id: 24339
Site address: 5449 Mail Trail, Fairbanks, AK

This Property is situated in Fairbanks, Alaska, and is legally described and illustrated in Appendix A (the “Property”). If there are differences between the legal description and the illustration, the legal description in Appendix A shall prevail.

- IV. The Property is the subject of an environmental response project under Alaska’s site cleanup rules (18 AAC 75.325-18 AAC 75.390) and underground storage tank regulations (18 AAC 78). This Covenant is required because following completion of a cleanup, contamination remains on the Property that is safe for some, but not all, activities and uses. The remaining contamination is limited, localized, and below the ground surface, and includes the following hazardous substances, pollutants, or contaminants:

Media	Contaminants
Soil	DRO, VOCs, PAHs
Groundwater	DRO, VOCs, PAHs
Surface Water/Sediment	N/A

- V. ADEC enters into this covenant as a “department” under the Act, with all attendant rights of a “department” under the Act, which include but are not limited to having a right to enforce this Covenant. This is not an ownership interest and the rights of ADEC under the Act are not an



interest in real property.

VI. The holder of this covenant, as defined in AS 46.04.390(4), shall be SRC, LLC (“Holder”). For purposes of indexing in the Recorder’s Office Grantor-Grantee index only, SRC, LLC shall be considered the **Grantor**, and SRC, LLC, as the Holder, shall be considered the **Grantee**.

COVENANT

SRC, LLC, as Grantor hereby grants to the holder and its successors and assignees, the following covenants and declares that the Property as described in the legal description in Appendix A shall hereinafter be bound by, held, sold, and conveyed subject to the following requirements set forth in paragraphs 1 through 7, below, which shall run with the Property (subject to amendment or termination as described herein) and be binding on the Grantor and all parties now or subsequently having any right, title or interest in any part of the Property that includes or impacts the area of remaining contamination.

Summary of Environmental Actions – In 1991 a 15,000-gallon diesel underground storage tank (“UST”) was removed from the site. Petroleum hydrocarbon-impacted soil and groundwater were identified during the tank closure and site assessment activities. In 1993, approximately 450 cubic yards of soil was excavated and thermally treated offsite. Additional testing of soil and groundwater occurred from the 1990s through 2018. In 2018 sampling, diesel-range organics (“DRO”), VOCs, and PAHs were detected in groundwater at levels exceeding ADEC Table C cleanup levels. In soil samples, none of the sampled analytes exceeded applicable ADEC cleanup levels. The 2018 sampling data and previous investigation activities indicated that impacted soil and groundwater remain in the vicinity of the former UST, but contaminated soil and groundwater did not appear to extend off-site. See Appendix A for locations of the former UST and residual subsurface contamination.

Activity and Use Limitations - By acceptance and recordation of this Environmental Covenant, the Grantor, and any successors in interest, are hereby restricted from using the Property, now or at any time in the future, as specifically set forth below:

1. If buildings are constructed within the contaminated area, ADEC must be notified and may require a vapor intrusion evaluation to determine if building occupants could be affected by vapors.
2. No groundwater wells shall be installed in the area covered by the activity and use limitations without prior ADEC approval.
3. ADEC must be notified in advance of the subdivision or replat of the Property associated with these activity and use limitations. This covenant must be included as part of future Property transactions and attached to subsequent associated parcels, as determined applicable by ADEC.
4. ADEC approval is required prior to moving any soil or groundwater off site where contamination remains above applicable cleanup levels (see Appendix A, Figure 1). A “site” as defined by 18 AAC 78.995(134) means an area that is contaminated, including areas contaminated by the migration of hazardous substances from a source area, regardless of property ownership. In the future, if soil will be excavated, or groundwater will be brought to the surface (for example to dewater in support of construction), it must be characterized



and managed following regulations applicable at that time and ADEC approval must be obtained before moving the soil or water off the Property.

5. Movement or use of contaminated material in a manner that results in a violation of 18 AAC 70 water quality standards is prohibited.
6. Groundwater throughout Alaska is protected for use as a water supply for drinking, culinary and food processing, agriculture including irrigation and stock watering, aquaculture, and industrial use. Contaminated site cleanup complete determinations are based on groundwater being considered a potential drinking water source. In the event that groundwater from this site is to be used for other purposes in the future, such as aquaculture, additional characterization and treatment may be required to ensure the water is suitable for its intended use.

Appendix A includes a site diagram that shows the Property boundaries, locations of existing structures, the approximate location and extent of remaining soil and/or groundwater contamination which is subject to the activity and use limitations described in this notice, and the locations of soil borings and groundwater monitoring wells.

Conveyance of Interest - The Grantor, when conveying any interest in the Property (including but not limited to title, easement, leases, or other interest) that includes or impacts the area of remaining contamination, must notify ADEC at least 30 days prior to conveyance, and must include in any conveyance document a complete copy of this Covenant.

Successors - The covenants, terms, conditions, and restrictions of this instrument shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the Property. The term "Grantor", wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantor" and their personal representatives, heirs, successors, and assigns. The term "Grantee", wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantee" and their personal representatives, heirs, successors, and assigns. The rights of the Grantee under this instrument are freely assignable, subject to the notice provisions hereof.

Prior Notification for Changes in Land Use, including Proposed Construction - The Grantor shall provide prior notification to ADEC of proposed changes in use of, applications for a building permit for activities that may affect exposure to contaminants on, or proposals for any site work affecting the contamination on, the Property subject to this covenant.

Reporting - Grantor shall report to ADEC every 3 years to document the status of compliance with the activity and use limitations described in this covenant. Such reports should be sent to the ADEC at:



Alaska Department of Environmental Conservation
Division of Spill Prevention and Response
Contaminated Sites Program
Attention: Institutional Controls Unit
P.O. Box 111800
Juneau, AK 99811-1800
Or submitted electronically to CS.Submittals@alaska.gov

Authorizations - Grantor shall restrict authorizations, including leases, for any portion of the Property to uses and activities consistent with this Covenant and notify all authorized users of the restrictions on the use of the Property.

Access - ADEC, including its authorized employees, agents, representatives and independent contractors, shall have the right of access to the Property granted in connection with implementation or enforcement of this covenant.

Enforcement - The Department and other parties, including parties to the environmental covenant, described in AS 46.04.335, are empowered to administer and enforce the terms of this covenant using civil authority granted to them in AS 46.03. In addition, ADEC may use administrative authority granted to it in AS 46.03.

Waiver of certain defenses - This Environmental Covenant may not be extinguished, limited, or impaired through issuance of a tax deed, foreclosure of a tax lien, or application of the doctrine of adverse possession, prescription, abandonment, waiver, lack of enforcement, or acquiescence, or similar doctrine as set forth in AS 46.04.325(f).

Representations and Warranties - Grantor hereby represents and warrants to the ADEC, Holder(s), Grantor(s) and any other signatories to this Environmental Covenant that, at the time of execution of this Environmental Covenant, the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein.

Amendment or Termination - This Covenant runs with the land and is perpetual, unless amended or terminated pursuant to AS 46.04.330. Except as to the ADEC, all Holders and other signers waive the right to consent to an amendment or termination of the Environmental Covenant. This Environmental Covenant may be amended or terminated by consent only if the amendment or termination is signed by the ADEC and the current owner of the fee simple of the Property, unless waived by ADEC. If Grantor no longer owns the Property at the time of proposed amendment or termination, Grantor waives the right to consent to an amendment or termination of the Environmental Covenant.

Controlling law - This Environmental Covenant shall be construed according to and governed by the laws of the State of Alaska.

Liberal construction - Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the establishment of activity and use limitations that run with the land to effect the purpose of this instrument and the policy and purpose of the environmental response project and its authorizing legislation. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.



Effective Date - This Environmental Covenant is effective on the date it is recorded with the appropriate Alaska Recorder's Office.

List of Appendices:

Appendix A – Legal Description and Figures Showing the Property and Location of the Contamination

Appendix B – Limited Liability Title Report



GRANTOR SIGNATURE BLOCK

The undersigned Grantor warrants she/he holds the title to the Property and has authority to execute this instrument.

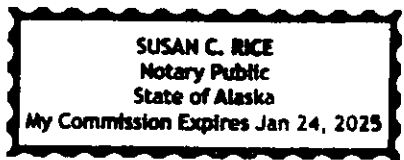
EXECUTED this 26th day of JULY, 2021.

ROBERT D. EVERTS
Printed Name Title

[Signature]
Signature Date 7/26/21

THIS IS TO CERTIFY that on this 7th day of JULY 2021 the undersigned personally appeared before me, acknowledged that she/he is the Manager of the company described herein and who signed and executed the within and foregoing instrument by free and voluntary act and deed of said company, pursuant to AS 46.04.300-46.04.390 for the uses and purposes therein.

WITNESS my hand and official seal this 7th day of JULY 2021 at Fairbanks, Alaska.



[Signature]
Notary Public in and for the State of Alaska
My Commission Expires: 01/24/2025

[Signature]
Notice Approved by Authorized ADEC Representative

8/31/21
Date

Jean W. Brune
Printed Name of Authorized ADEC Representative

Commissioner
Title



Appendix A

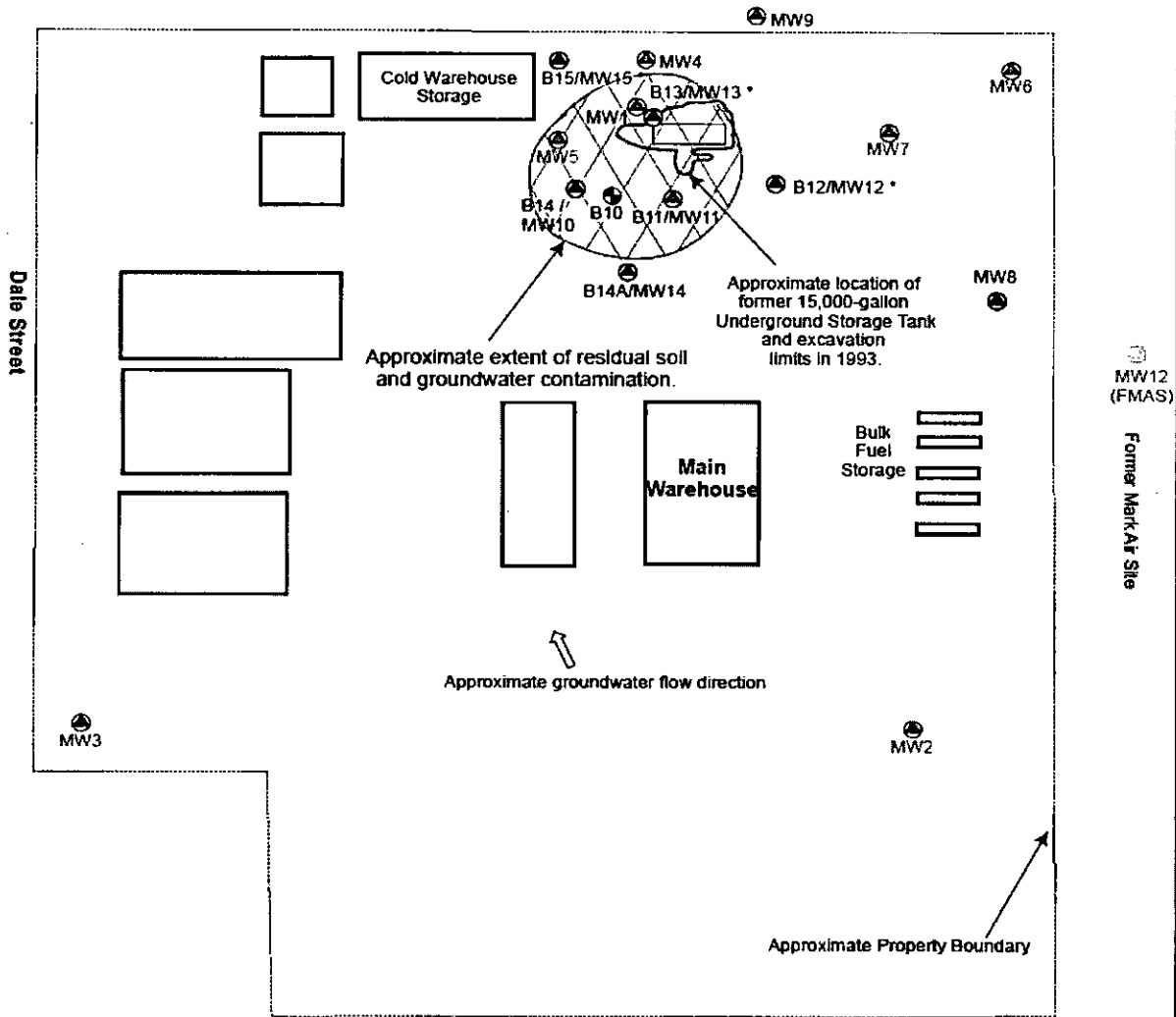
Legal Description and Figures Showing the Property and Location of the Contamination

A Portion of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Twenty-Three (23), Township One South (T1S), Range Two West (R2W), Fairbanks Meridian; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska, more particularly described as follows:

FROM the quarter corner common to Sections 23 and 24, go North $89^{\circ}56'$ West a distance of 660.86 feet to the POINT OF BEGINNING; THENCE North $89^{\circ}55'$ West a distance of 475.06 feet to a point; THENCE North 271.2 feet to a point; THENCE North $89^{\circ}55'$ West 152.8 feet to a point; THENCE North 389.27 feet to a point; THENCE South $89^{\circ}55'$ East 332.74 feet to a point; THENCE South $0^{\circ}00'30''$ East 590.00 feet to a point; THENCE South $89^{\circ}55'$ East 295.00 feet to a point; THENCE South $0^{\circ}00'30''$ East 70.36 feet to the POINT OF BEGINNING.



Mail Trail Road



LEGEND

- B10 Approximate location of Boring B10 installed by Shannon & Wilson in 2012.
- B14/MW10 Approximate location of Boring B14 and Monitoring Well MW10 installed by Shannon & Wilson in 2012 or 2017. * = Well Decommissioned in 2019.
- MW4 Approximate location of Monitoring Well MW4 installed by America North/EMCON in 1991 - 1993.
- MW2 Approximate location of Monitoring Well MW2 installed by America North/EMCON in 1991 - 1993. Assumed destroyed.
- MW12 (FMAS) Approximate location of Monitoring Well MW12 installed by Shannon & Wilson at Former Mark Air Site in 2008.

Former Mapco/Texaco Bulk Fuel Facility



Mail Trail Road and Dale Street
Fairbanks, Alaska

SITE PLAN

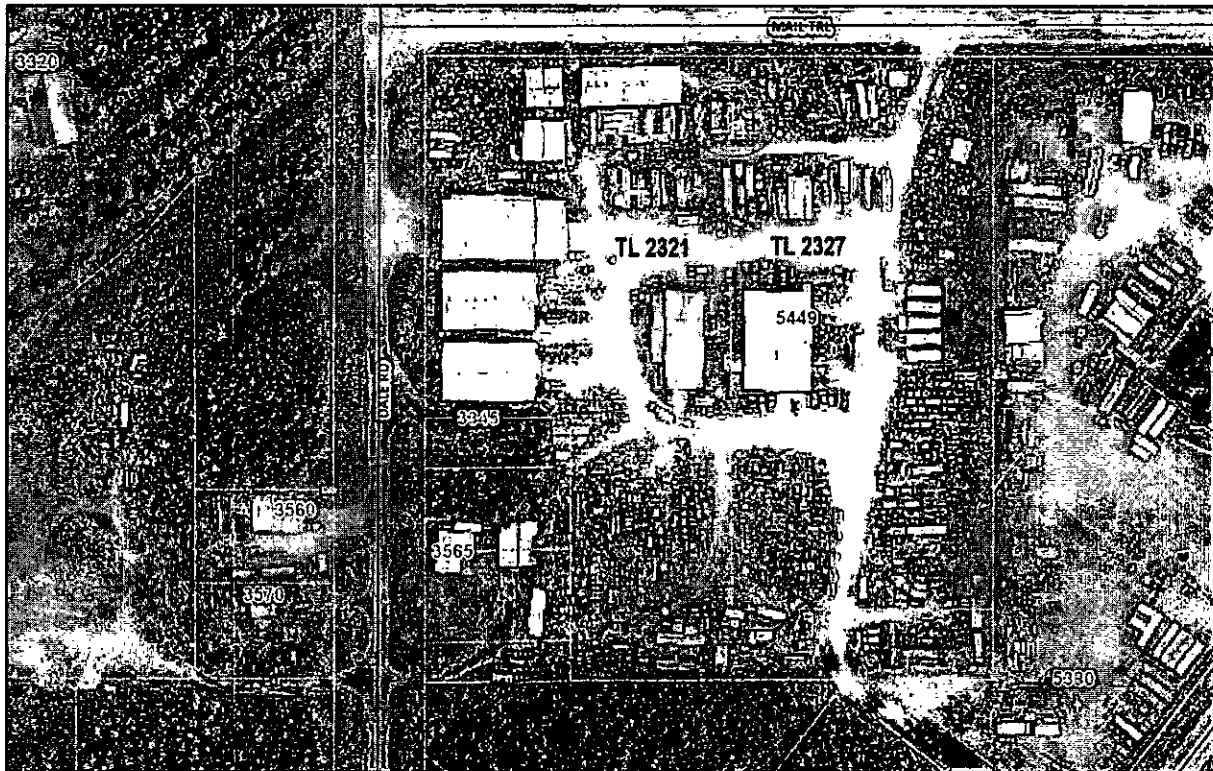
July 2020

100294-002

SW SHANNON & WILSON, INC.
Geotechnical & Environmental Consultants

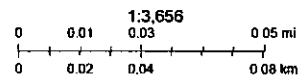
Fig. 1

The Property Subject to This Environmental Covenant
 Is Tax Lot ("TL") **2327** in Figure 2 Below
 Oval = Approximate Extent of Residual Soil and Groundwater Contamination
 Fairbanks North Star Borough Street Address Locator Map



7/6/2020, 12:29:12 PM

Imagery_2017_Pictometry_Fairbanks
 Blue: Band_3
 Red: Band_1
 Green: Band_2
 Parcels
 Roads
 Road Labels Small
 Constructed



Source: Esri, Maxar, GeoEye, Earthstar, Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

GIS User

All information provided herein is for informational purposes only, and does not constitute legal documentation. The Fairbanks North Star Borough disclaims responsibility for any direct or indirect damages resulting from the use of this information.

Figure 2. Tax Parcels and Approximate Extent of Residual Contamination



Appendix B
Limited Liability Title Report



YUKON TITLE COMPANY

714 Gaffney Road, Fairbanks, AK 99701
Phone: (907) 456-3474 | Fax: (907) 456-3476

LIMITED LIABILITY REPORT

FEE: \$255.00

Order No.: Y20-09464

Customer: Stoel Rives

LLP Reference No.: N/A

The Agent has searched its internal title plant records, applicable governmental records regarding property taxes, and such other public records for the Recording District which are normally searched in the conduct of a title examination.

Effective Date: **July 17, 2020 at 8:00 A.M.**



Nikki Hines
Authorized Agent
nikki@yukontitle.com

IMPORTANT - READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFORE, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT YUKON TITLE'S PRIOR WRITTEN CONSENT. YUKON TITLE DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT YUKON TITLE'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS



REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT YUKON TITLE WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. YUKON TITLE MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

Title to said estate or interest at the date hereof is vested in:

SRC, LLC

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee Simple

The land referred to in this Report is situated in the **Fairbanks** Recording District, **Fourth** Judicial District, State of Alaska and is described as follows:

A parcel of land lying within the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4), Section 23, Township One South (T1S), Range Two West (R2W), Fairbanks Meridian; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska, more particularly described as follows:

BEGINNING at a point on the East line of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of said Section 23, which point lies South 89°55' East 660.85 feet and North 00°00'30" West 70.36 feet from the Southwest corner of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section 23; **THENCE** North 00°00'30" West 590.00 feet to the Northeast corner of said Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4); **THENCE** North 89°55' West, 295.00 feet; **THENCE** South 00°00'30" East, 590.00 feet; **THENCE** South 89°55' East, 295.00 feet to the **POINT OF BEGINNING**.

A Portion of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Twenty-Three (23), Township One South (T1S), Range Two West (R2W), Fairbanks Meridian; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska, more particularly described as follows:

FROM the quarter corner common to Sections 23 and 24, go North 89°56' West a distance of 660.86 feet to the **POINT OF BEGINNING**; **THENCE** North 89°55' West a distance of 475.06 feet to a point; **THENCE** North 271.2 feet to a point; **THENCE** North 89°55' West 152.8 feet to a point; **THENCE** North 389.27 feet to a point; **THENCE** South 89°55' East 332.74 feet to a point; **THENCE** South 0°00'30" East 590.00 feet to a point; **THENCE** South 89°55' East 295.00 feet to a point; **THENCE** South 0°00'30" East 70.36 feet to the **POINT OF BEGINNING**.



According to those public records which, under the recording laws, impart constructive notice of matters relating to title to the Property, only the following matters appear in such records relating to the Property:

EXCEPTIONS:

1. **Reservations and exceptions** as contained in the U.S. Patent.
2. **Taxes and/or assessments**, including penalties and interest, if any, owing the Fairbanks North Star Borough and/or the City of Fairbanks.
3. **Right of public and governmental agencies** in and to any portion of said land included within the boundaries of any trails, streets, roads or highways.
4. **Right-of-Way Easement**, including terms and provisions thereof, granted to **GOLDEN VALLEY ELECTRIC ASSOCIATION, INC.**, and their assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded March 2, 1961 in Book 125 at Page 239. (Blanket Easement)
5. **Right-of-Way Easement**, including terms and provisions thereof, granted to **GOLDEN VALLEY ELECTRIC ASSOCIATION, INC.**, and their assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded March 24, 1961 in Book 126 at Page 227. (Blanket Easement)
6. **Right-of-Way Easement**, including terms and provisions thereof, granted to **GOLDEN VALLEY ELECTRIC ASSOCIATION, INC.**, and their assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded November 20, 1969 in Book 237 at Page 339. (Blanket Easement as to Parcel I)
7. **Easement for public utilities and incidental purposes** and appurtenances thereto granted to the **CITY OF FAIRBANKS** recorded September 7, 1973 in Book 39 at Page 794. (Blanket Easement)

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.

8. **State of Alaska Water Rights Permit and Certificate of Appropriation LAS 11480** and the terms and conditions contained therein, recorded August 4, 1987 in Book 538 at Page 393.



9. **Easement for the purpose of installing, repairing, maintaining, and operating a utilities, limited to telephone, communication lines and appurtenances thereto granted to the CITY OF FAIRBANKS** recorded July 1996 in Book 961 at Page 510.

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.

10. **Any effect of Community Property Agreement** and the terms and conditions contained therein, recorded December 21, 2006 as Instrument No. 2006-032344-0.

11. **Contribution in Aid of Construction Agreement** and easement and the terms and conditions thereof:

Between: **EVERTS AIR FUEL**
And: **COLLEGE UTILITIES CORPORATION**
Regarding: **WATER FACILITIES**
Recorded: April 11, 2019
Instrument No. 2019-004474-0
For: Continuing easement consisting of 10 feet extending at right angles from each side of center of all mains laid by CUC and for ingress and egress on all property at all reasonable times for the installation, maintenance, use and operation, repair and renewal, and the final removal of any pipe or other facilities of CUC.

NOTE: Said agreement lists the wrong entity as the Owner.

12. **Right-of-Way Easement**, including terms and provisions thereof, granted to **GOLDEN VALLEY ELECTRIC ASSOCIATION, INC.**, and their assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded May 10, 2019 as Instrument No. 2019-006969-0. (See instrument for area affected)

13. **Rights of tenants/parties in possession** under any unrecorded leases, subleases or rental agreements.

14. **Any bankruptcy proceeding not disclosed** by the acts that would afford notice to said land, pursuant to Title 11, U.S.C. 549 (c) of the Bankruptcy Reform Act of 1978 and amendments thereto.

15. **Occupant(s) or any parties** whose rights, interests or claims are not shown by the public records but which could be ascertained by an inspection of the land described above by making inquiry of persons in possession thereof, including but not limited to, any lien or right to a lien for services, labor or material theretofore or hereafter furnished.



**ENVIRONMENTAL COVENANT**

Grantor: SRC, LLC
c/o Robert Everts
P.O. Box 61680
Fairbanks, AK 99706

Grantee: SRC, LLC
c/o Robert Everts
P.O. Box 61680
Fairbanks, AK 99706

Property: A parcel of land lying within the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4), Section Twenty-Three (23), Township One South (T1S), Range Two West (R2W), Fairbanks Meridian; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska, more particularly described as follows:

BEGINNING at a point on the East line of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of said Section 23, which point lies South 89°55' East 660.85 feet and North 00°00'30" West 70.36 feet from the Southwest corner of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section 23; THENCE North 00°00'30" West 590.00 feet to the Northeast corner of said Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4); THENCE North 89°55' West, 295.00 feet; THENCE South 00°00'30" East, 590.00 feet; THENCE South 89°55' East, 295.00 feet to the POINT OF BEGINNING.

Recording District: Fairbanks

Return to: Shawn Tisdell, ADEC
610 University Avenue
Fairbanks, AK 99709

AND

SRC, LLC
c/o Robert Everts
P.O. Box 61680
Fairbanks, AK 99706

State Business - No Charge

ENVIRONMENTAL COVENANT

Grantor: SRC, LLC

Grantee/Holder: SRC, LLC

Check the following:

Original Covenant

Amendment of Covenant

RECITALS

- I. This document is an environmental covenant (“Covenant”) executed pursuant to AS 46.04.300-46.04.390, the act (“Act”) adopting the Uniform Environmental Covenants Act, and 18 AAC 75.325-390, Alaska Site Cleanup Rules.
- II. This Covenant requires the Grantor to subject the Property designated below to, and comply with, certain activity and use limitations as provided for in the Act. These activity and use limitations are described in this Covenant and are necessary to protect human health, safety, welfare or the environment and to ensure the integrity of the cleanup remedy conducted at the site. Environmental documents pertaining to the cleanup are available from the Alaska Department of Environmental Conservation (“ADEC”) at 410 Willoughby Avenue, Juneau, Alaska.
- III. The Property that is the subject of this Covenant is part or all of a site commonly known as

ADEC site name: Crowley Mail Trail Facility
ADEC Hazard Id: 24339
Site address: 5449 Mail Trail, Fairbanks, AK

This Property is situated in Fairbanks, Alaska, and is legally described and illustrated in Appendix A (the “Property”). If there are differences between the legal description and the illustration, the legal description in Appendix A shall prevail.

- IV. The Property is the subject of an environmental response project under Alaska’s site cleanup rules (18 AAC 75.325-18 AAC 75.390) and underground storage tank regulations (18 AAC 78). This Covenant is required because following completion of a cleanup, contamination remains on the Property that is safe for some, but not all, activities and uses. The remaining contamination is limited, localized, and below the ground surface, and includes the following hazardous substances, pollutants, or contaminants:

Media	Contaminants
Soil	DRO, VOCs, PAHs
Groundwater	DRO, VOCs, PAHs
Surface Water/Sediment	N/A



- V. ADEC enters into this covenant as a “department” under the Act, with all attendant rights of a “department” under the Act, which include but are not limited to having a right to enforce this Covenant. This is not an ownership interest and the rights of ADEC under the Act are not an interest in real property.
- VI. The holder of this covenant, as defined in AS 46.04.390(4), shall be SRC, LLC (“Holder”). For purposes of indexing in the Recorder’s Office Grantor-Grantee index only, SRC, LLC shall be considered the **Grantor**, and SRC, LLC, as the Holder, shall be considered the **Grantee**.

COVENANT

SRC, LLC, as Grantor hereby grants to the holder and its successors and assignees, the following covenants and declares that the Property as described in the legal description in Appendix A shall hereinafter be bound by, held, sold, and conveyed subject to the following requirements set forth in paragraphs 1 through 7, below, which shall run with the Property (subject to amendment or termination as described herein) and be binding on the Grantor and all parties now or subsequently having any right, title or interest in any part of the Property that includes or impacts the area of remaining contamination.

Summary of Environmental Actions – In 1991 a 15,000-gallon diesel underground storage tank (“UST”) was removed from the site. Petroleum hydrocarbon-impacted soil and groundwater were identified during the tank closure and site assessment activities. In 1993, approximately 450 cubic yards of soil was excavated and thermally treated offsite. Additional testing of soil and groundwater occurred from the 1990s through 2018. In 2018 sampling, diesel-range organics (“DRO”), VOCs, and PAHs were detected in groundwater at levels exceeding ADEC Table C cleanup levels. In soil samples, none of the sampled analytes exceeded applicable ADEC cleanup levels. The 2018 sampling data and previous investigation activities indicated that impacted soil and groundwater remain in the vicinity of the former UST, but contaminated soil and groundwater did not appear to extend off-site. See Appendix A for locations of the former UST and residual subsurface contamination.

Activity and Use Limitations - By acceptance and recordation of this Environmental Covenant, the Grantor, and any successors in interest, are hereby restricted from using the Property, now or at any time in the future, as specifically set forth below:

1. If buildings are constructed within the contaminated area, ADEC must be notified and may require a vapor intrusion evaluation to determine if building occupants could be affected by vapors.
2. No groundwater wells shall be installed in the area covered by the activity and use limitations without prior ADEC approval.
3. ADEC must be notified in advance of the subdivision or replat of the Property associated with these activity and use limitations. This covenant must be included as part of future Property transactions and attached to subsequent associated parcels, as determined applicable by ADEC.
4. ADEC approval is required prior to moving any soil or groundwater off site where contamination remains above applicable cleanup levels (see Appendix A, Figure 1). A “site”



as defined by 18 AAC 78.995(134) means an area that is contaminated, including areas contaminated by the migration of hazardous substances from a source area, regardless of property ownership. In the future, if soil will be excavated, or groundwater will be brought to the surface (for example to dewater in support of construction), it must be characterized and managed following regulations applicable at that time and ADEC approval must be obtained before moving the soil or water off the Property.

5. Movement or use of contaminated material in a manner that results in a violation of 18 AAC 70 water quality standards is prohibited.
6. Groundwater throughout Alaska is protected for use as a water supply for drinking, culinary and food processing, agriculture including irrigation and stock watering, aquaculture, and industrial use. Contaminated site cleanup complete determinations are based on groundwater being considered a potential drinking water source. In the event that groundwater from this site is to be used for other purposes in the future, such as aquaculture, additional characterization and treatment may be required to ensure the water is suitable for its intended use.

Appendix A includes a site diagram that shows the Property boundaries, locations of existing structures, the approximate location and extent of remaining soil and/or groundwater contamination which is subject to the activity and use limitations described in this notice, and the locations of soil borings and groundwater monitoring wells.

Conveyance of Interest - The Grantor, when conveying any interest in the Property (including but not limited to title, easement, leases, or other interest) that includes or impacts the area of remaining contamination, must notify ADEC at least 30 days prior to conveyance, and must include in any conveyance document a complete copy of this Covenant.

Successors - The covenants, terms, conditions, and restrictions of this instrument shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the Property. The term "Grantor", wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantor" and their personal representatives, heirs, successors, and assigns. The term "Grantee", wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantee" and their personal representatives, heirs, successors, and assigns. The rights of the Grantee under this instrument are freely assignable, subject to the notice provisions hereof.

Prior Notification for Changes in Land Use, including Proposed Construction - The Grantor shall provide prior notification to ADEC of proposed changes in use of, applications for a building permit for activities that may affect exposure to contaminants on, or proposals for any site work affecting the contamination on, the Property subject to this covenant.

Reporting - Grantor shall report to ADEC every 3 years to document the status of compliance with the activity and use limitations described in this covenant. Such reports should be sent to the ADEC at:



Alaska Department of Environmental Conservation
Division of Spill Prevention and Response
Contaminated Sites Program
Attention: Institutional Controls Unit
P.O. Box 111800
Juneau, AK 99811-1800
Or submitted electronically to CS.Submittals@alaska.gov

Authorizations - Grantor shall restrict authorizations, including leases, for any portion of the Property to uses and activities consistent with this Covenant and notify all authorized users of the restrictions on the use of the Property.

Access - ADEC, including its authorized employees, agents, representatives and independent contractors, shall have the right of access to the Property granted in connection with implementation or enforcement of this covenant.

Enforcement - The Department and other parties, including parties to the environmental covenant, described in AS 46.04.335, are empowered to administer and enforce the terms of this covenant using civil authority granted to them in AS 46.03. In addition, ADEC may use administrative authority granted to it in AS 46.03.

Waiver of certain defenses - This Environmental Covenant may not be extinguished, limited, or impaired through issuance of a tax deed, foreclosure of a tax lien, or application of the doctrine of adverse possession, prescription, abandonment, waiver, lack of enforcement, or acquiescence, or similar doctrine as set forth in AS 46.04.325(f).

Representations and Warranties - Grantor hereby represents and warrants to the ADEC, Holder(s), Grantor(s) and any other signatories to this Environmental Covenant that, at the time of execution of this Environmental Covenant, the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein.

Amendment or Termination - This Covenant runs with the land and is perpetual, unless amended or terminated pursuant to AS 46.04.330. Except as to the ADEC, all Holders and other signers waive the right to consent to an amendment or termination of the Environmental Covenant. This Environmental Covenant may be amended or terminated by consent only if the amendment or termination is signed by the ADEC and the current owner of the fee simple of the Property, unless waived by ADEC. If Grantor no longer owns the Property at the time of proposed amendment or termination, Grantor waives the right to consent to an amendment or termination of the Environmental Covenant.

Controlling law - This Environmental Covenant shall be construed according to and governed by the laws of the State of Alaska.

Liberal construction - Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the establishment of activity and use limitations that run with the land to effect the purpose of this instrument and the policy and purpose of the environmental response project and its authorizing legislation. If any provision of this instrument is



found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

Effective Date - This Environmental Covenant is effective on the date it is recorded with the appropriate Alaska Recorder's Office.

List of Appendices:

Appendix A – Legal Description and Figures Showing the Property and Location of the Contamination

Appendix B – Limited Liability Title Report



GRANTOR SIGNATURE BLOCK

The undersigned Grantor warrants she/he holds the title to the Property and has authority to execute this instrument.

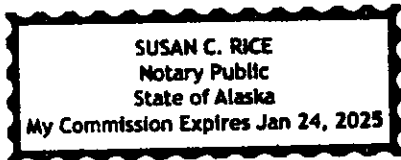
EXECUTED this 26th day of JULY, 2021.

ROBERT W. EVERTS Title MANAGER
Printed Name

[Signature] Date 7/26/21
Signature

THIS IS TO CERTIFY that on this 7th day of July 2021 the undersigned personally appeared before me, acknowledged that she/he is the Manager of the company described herein and who signed and executed the within and foregoing instrument by free and voluntary act and deed of said company, pursuant to AS 46.04.300-46.04.390 for the uses and purposes therein.

WITNESS my hand and official seal this 7th day of July 2021 at Fairbanks, Alaska.



[Signature]
Notary Public in and for the State of Alaska
My Commission Expires: 01/24/2025

[Signature]
Notice Approved by Authorized ADEC Representative

8/31/21
Date

Jason W. Bunn
Printed Name of Authorized ADEC Representative

Commissioner
Title



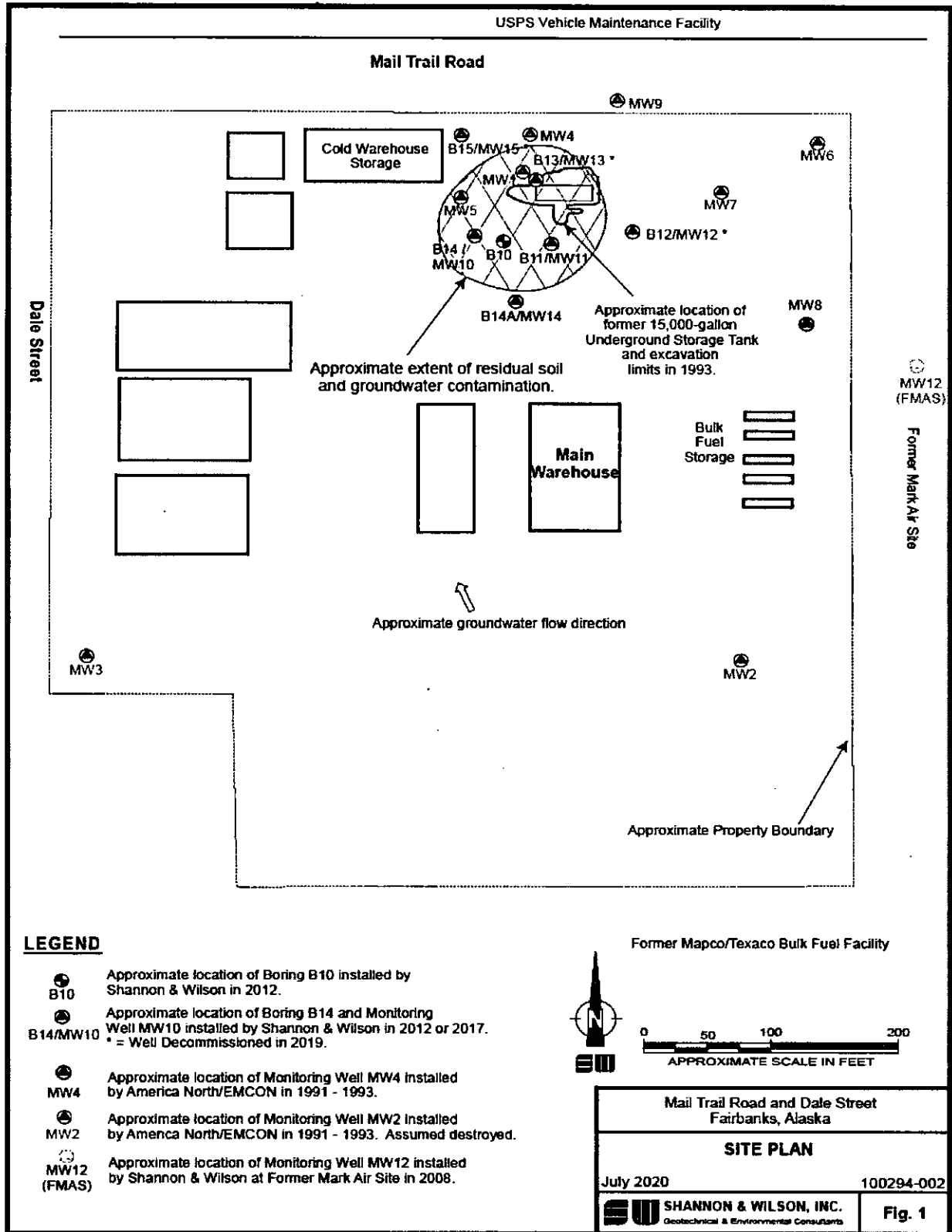
Appendix A

Legal Description and Figures Showing the Property and Location of the Contamination

A parcel of land lying within the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4), Section Twenty-Three (23), Township One South (T1S), Range Two West (R2W), Fairbanks Meridian; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska, more particularly described as follows:

BEGINNING at a point on the East line of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of said Section 23, which point lies South $89^{\circ}55'$ East 660.85 feet and North $00^{\circ}00'30''$ West 70.36 feet from the Southwest corner of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section 23; THENCE North $00^{\circ}00'30''$ West 590.00 feet to the Northeast corner of said Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4); THENCE North $89^{\circ}55'$ West, 295.00 feet; THENCE South $00^{\circ}00'30''$ East, 590.00 feet; THENCE South $89^{\circ}55'$ East, 295.00 feet to the POINT OF BEGINNING.





The Property Subject to This Environmental Covenant
 Is Tax Lot ("TL") **2321** in Figure 2 Below
 Oval = Approximate Extent of Residual Soil and Groundwater Contamination

Fairbanks North Star Borough Street Address Locator Map



7/8/2020, 12:29:12 PM

Imagery_2017_Pictometry_Fairbanks

Red: Band_1

Green: Band_2

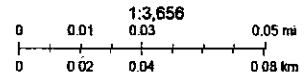
Roads

Constructed

Blue: Band_3

Road Labels Small

Parcels



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community...

GIS User

Figure 2. Tax Parcels and Approximate Extent of Residual Contamination



Appendix B
Limited Liability Title Report





714 Gaffney Road, Fairbanks, AK 99701
Phone: (907) 456-3474 | Fax: (907) 456-3476

LIMITED LIABILITY REPORT

FEE: \$255.00

Order No.: Y20-09464

Customer: Stoel Rives

LLP Reference No.: N/A

The Agent has searched its internal title plant records, applicable governmental records regarding property taxes, and such other public records for the Recording District which are normally searched in the conduct of a title examination.

Effective Date: July 17, 2020 at 8:00 A.M.

Nikki Hines
Authorized Agent
nikki@yukontitle.com

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Title to said estate or interest at the date hereof is vested in:

SRC, LLC

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee Simple

The land referred to in this Report is situated in the **Fairbanks** Recording District, **Fourth** Judicial District, State of Alaska and is described as follows:

A parcel of land lying within the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4), Section 23, Township One South (T1S), Range Two West (R2W), Fairbanks Meridian; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska, more particularly described as follows:

BEGINNING at a point on the East line of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of said Section 23, which point lies South 89°55' East 660.85 feet and North 00°00'30" West 70.36 feet from the Southwest corner of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section 23; THENCE North 00°00'30" West 590.00 feet to the Northeast corner of said Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4); THENCE North 89°55' West, 295.00 feet; THENCE South 00°00'30" East, 590.00 feet; THENCE South 89°55' East, 295.00 feet to the POINT OF BEGINNING.

A Portion of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Twenty-Three (23), Township One South (T1S), Range Two West (R2W), Fairbanks Meridian; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska, more particularly described as follows:

FROM the quarter corner common to Sections 23 and 24, go North 89°56' West a distance of 660.86 feet to the POINT OF BEGINNING; THENCE North 89°55' West a distance of 475.06 feet to a point; THENCE North 271.2 feet to a point; THENCE North 89°55' West 152.8 feet to a point; THENCE North 389.27 feet to a point; THENCE South 89°55' East 332.74 feet to a point; THENCE South 0°00'30" East 590.00 feet to a point; THENCE South 89°55' East 295.00 feet to a point; THENCE South 0°00'30" East 70.36 feet to the POINT OF BEGINNING.



According to those public records which, under the recording laws, impart constructive notice of matters relating to title to the Property, only the following matters appear in such records relating to the Property:

EXCEPTIONS:

1. **Reservations and exceptions** as contained in the U.S. Patent.
2. **Taxes and/or assessments**, including penalties and interest, if any, owing the Fairbanks North Star Borough and/or the City of Fairbanks.
3. **Right of public and governmental agencies** in and to any portion of said land included within the boundaries of any trails, streets, roads or highways.
4. **Right-of-Way Easement**, including terms and provisions thereof, granted to **GOLDEN VALLEY ELECTRIC ASSOCIATION, INC.**, and their assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded March 2, 1961 in Book 125 at Page 239. (Blanket Easement)
5. **Right-of-Way Easement**, including terms and provisions thereof, granted to **GOLDEN VALLEY ELECTRIC ASSOCIATION, INC.**, and their assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded March 24, 1961 in Book 126 at Page 227. (Blanket Easement)
6. **Right-of-Way Easement**, including terms and provisions thereof, granted to **GOLDEN VALLEY ELECTRIC ASSOCIATION, INC.**, and their assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded November 20, 1969 in Book 237 at Page 339. (Blanket Easement as to Parcel I)
7. **Easement for public utilities and incidental purposes** and appurtenances thereto granted to the **CITY OF FAIRBANKS** recorded September 7, 1973 in Book 39 at Page 794. (Blanket Easement)

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.

8. **State of Alaska Water Rights Permit and Certificate of Appropriation LAS 11480** and the terms and conditions contained therein, recorded August 4, 1987 in Book 538 at Page 393.



9. **Easement for the purpose of installing, repairing, maintaining, and operating a utilities, limited to telephone, communication lines and appurtenances thereto granted to the CITY OF FAIRBANKS** recorded July 1996 in Book 961 at Page 510.

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.

10. **Any effect of Community Property Agreement** and the terms and conditions contained therein, recorded December 21, 2006 as Instrument No. 2006-032344-0.

11. **Contribution in Aid of Construction Agreement** and easement and the terms and conditions thereof:

Between: **EVERTS AIR FUEL**

And: **COLLEGE UTILITIES CORPORATION**

Regarding: **WATER FACILITIES**

Recorded: April 11, 2019

Instrument No. 2019-004474-0

For: Continuing easement consisting of 10 feet extending at right angles from each side of center of all mains laid by CUC and for ingress and egress on all property at all reasonable times for the installation, maintenance, use and operation, repair and renewal, and the final removal of any pipe or other facilities of CUC.

NOTE: Said agreement lists the wrong entity as the Owner.

12. **Right-of-Way Easement**, including terms and provisions thereof, granted to **GOLDEN VALLEY ELECTRIC ASSOCIATION, INC.**, and their assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded May 10, 2019 as Instrument No. 2019-006969-0. (See instrument for area affected)

13. **Rights of tenants/parties in possession** under any unrecorded leases, subleases or rental agreements.

14. **Any bankruptcy proceeding not disclosed** by the acts that would afford notice to said land, pursuant to Title 11, U.S.C. 549 (c) of the Bankruptcy Reform Act of 1978 and amendments thereto.

15. **Occupant(s) or any parties** whose rights, interests or claims are not shown by the public records but which could be ascertained by an inspection of the land described above by making inquiry of persons in possession thereof, including but not limited to, any lien or right to a lien for services, labor or material theretofore or hereafter furnished.

