



IN THE ANCHORAGE RECORDING DISTRICT:

When recorded, return to:

Robert K. Reges
Reeves Amodio LLC
500 L Street, Suite 300
Anchorage, Alaska 99501

COVER SHEET ONLY

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ENVIRONMENTAL COVENANT

Grantors: Elwood J. Daw and Peggy Leeanna Daw, P. O. Box 770763, Eagle River, Alaska 99577, current title owners of the Property as tenants-by-the-entirety

Grantees and

Holder: Jeannette Knowlton-Simmons, 1321 W. 79th Avenue, Anchorage Alaska 99518 and Elwood J. Daw and Peggy Leeanna Daw, jointly or severally



This Property is subject to an Environmental Covenant approved by the Alaska Department of Environmental Conservation

ENVIRONMENTAL COVENANT

Grantor(s): Elwood J. Daw and Peggy Leeanna Daw, whose address is P.O. Box 770763, Eagle River, Alaska, 99577, current title owners of the Property as tenants-by-the-entirety.

Grantee(s) and Holder(s): Jeanette Knowlton-Simmons, whose address is 1321 W. 79th Avenue, Anchorage, Alaska 99518 and Elwood J. Daw and Peggy Leeanna Daw, jointly or severally.

Check the following:
 X Original Covenant

RECITALS

- I. This document is an environmental covenant (hereafter "Covenant") executed pursuant to Alaska Statute (AS) 46.04.300-46.04.390, the Act adopting the Uniform Environmental Covenants Act (hereafter, "the Act") and 18 Alaska Administrative Code (AAC) 75.325-390, Site Cleanup Rules.
- II. This Covenant subjects the Property to certain activity and use limitations and requires the Grantor to comply with those limitations as set forth herein and in accordance with the Act. The applicable 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 or "Department") online at <http://dec.alaska.gov/spat/csp/>
- III. The Property that is subject to this Covenant is part of a "site" commonly known as

ADEC site name: AAA Transmission Exchange, former Chugiak Texaco
 ADEC Hazard Id: 23983
 Site address: Mile 18 Old Glenn Highway, Chugiak, Alaska 99567

This site is situated in the Municipality of Anchorage, Alaska. That portion of the site that is subject to this Covenant (the "Property") is partially shown on the "Site Plan" and fully depicted on the "Property Diagram" attached as Appendix A and legally described as:

Government Lot 22, Section 30, Township 15 North, Range 1 West, Seward Meridian, Third Judicial District, State of Alaska;

Designated Tax Parcel 051-293-08-000 by the Municipality of Anchorage, consisting of 129,809 square feet (~2.98 acres).

- IV. The Property is the subject of an environmental response project under the site cleanup rules (18


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AAC 75.325-18 AAC 75.390), underground storage tank regulations (18 AAC 78), federal Comprehensive Environmental Response Compensation and Liability Act (CERCLA) or federal Resource Conservation and Recovery Act (RCRA). This Covenant is required because following completion of a cleanup, residual contamination remains on the Property that is safe for some, but not all, activities and uses. Residual contamination remaining on the Property includes the following hazardous substances, pollutants, or contaminants:

Media	Contaminants
Soil	DRO, RRO, GRO, Benzene,
Groundwater	DRO, RRO, Benzene,

- V. The Department 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. For purposes of indexing in the Recorder’s office Grantor-Grantee index only, Elwood J. Daw and Peggy Leeanna Daw, as tenants-in-common, shall be considered the **Grantors**. Holder(s) as identified above shall be considered the **Grantees**.

COVENANT

Grantors, as named and in the capacities identified above, hereby grant to the holders, the following covenants and declare that the Property as described in the legal description above shall hereinafter be bound by, held, sold, and conveyed subject to the following requirements set forth in paragraphs 1 through 10, below, which shall run with the Property in perpetuity and be binding on the Grantors and all parties now or subsequently having any right, title or interest in the Property, or any part thereof, and any persons using the land, as described herein.

Summary of Environmental Actions

The facility originally consisted of two 4,000 gallon federally regulated gasoline underground storage tanks (USTs) and one 2,000 gallon diesel tank. The tanks were installed in 1966 and last used in 1987. The facility was originally a gas station and later an automotive transmission repair shop. An in-use community drinking water well is located approximately sixty feet northwest of the Service Station Building. The well is registered with ADEC drinking water program under the name Inletview MHP Chugiak, number AK 2210354.

Several layers of low hydraulic conductivity soil are present between ground surface and 30 feet below ground surface (bgs). The lower hydraulic conductivity layers appear to be preventing vertical migration of contamination beyond 30 feet bgs where the drinking water well are completed.

The two gasoline USTs were removed from the ground on July 7th, 1992 along with their associated piping. A four inch drain pipe leading from the Service Station Building into the ground adjacent to the UST was found during the UST removal. Stains were found near the drain pipe and it was listed as Environmental Covenant Lot 22, Sec. 30, T15N, R1W, SM



a suspected source of contamination. The drain pipe was plugged prior to backfill. Soil samples were taken and analyzed for GRO (gasoline range organics), DRO (diesel range organics), BTEX (benzene, toluene, ethylbenzene, xylene), PCB (polychlorinated biphenyls), and metals. GRO, BTEX, and DRO were above the ADEC cleanup levels. PCBs and metals were not detected. At the time of UST removal, the owner recollected numerous events in which the fill truck overfilled the UST and gasoline was released onto the ground surface above the UST.

Work was conducted in 1996, 1999, 2000-2004, 2016, 2018 and 2020 to delineate the nature and extent of contamination in groundwater and soil. In 2002, 2,600 cubic yards of contaminated soil was excavated and disposed of at Alaska Soil Recycling in Anchorage. The extent of the excavation was limited by the Service Station Building, drinking water utility pipes, and a fiber optic cable. GRO, DRO, and benzene, contamination remains in the soil beneath the Service Station Building. GRO, benzene, ethylbenzene, DRO, and RRO are above ADEC cleanup levels in surface soil, subsurface soil, and groundwater in the approximate area of contamination.

Operation of a soil vapor extraction (SVE) system began in February 2004 to remediate volatile compounds in the subsurface soil. The system was monitored between February and June 2004 to optimize contaminant extraction. SVE exhaust samples had detectable hydrocarbon vapors, indicating it the SVE was effective. The system was allowed to shut down later that year.

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. **Interference with Remedial Action.** The Grantor may remove and recycle or discard the non-functioning vapor extraction system and all above-ground components thereof, including the housing but, upon doing so, shall have a qualified environmental professional permanently seal all pipes, borings or other in-ground components except those that are reused as passive sub-slab vapor mitigation. The Grantor shall not engage in any activity on or use of the Property that may impact or interfere with the remedial action and any operation, maintenance, inspection or monitoring of that remedial action without prior written approval from ADEC (18 AAC 75.395).
2. **Protection of Human Health, Safety, Welfare and of the Environment.** The Grantor shall not engage in any activity on the Property which may threaten continued protection of human health, safety, welfare or of the environment without prior written approval from ADEC. This includes, but is not limited to, any activity that results in further horizontal or vertical spread of residual contamination or that creates a new exposure to residual contamination remaining on the Property. Such residual DRO contamination ("approximate area of contamination") is depicted by a plume line encircling the Former Service Station Building, on the Site Plan.
3. **No groundwater or drinking water wells shall be installed on the Property without prior ADEC approval.** Nothing in this limitation prevents continuing use of the existing supply well for Public Water System AK2210354.



4. Contaminated groundwater may not be pumped, drained, dewatered, used for irrigation, dust control or any other purpose on or off the site without prior ADEC approval and may be subject to treatment, monitoring, or disposal requirements including any applicable permits.
5. The construction of new buildings is not permitted within the approximate area of contamination that will be occupied on a permanent or temporary basis (such as for residences of office) is prohibited without prior approval by ADEC. ADEC may require a vapor intrusion evaluation prior to construct in order to determine if building occupants could be affected by vapors.
6. No grading, excavation, digging, tilling, or other disturbance of any kind of surface soils is permitted within the approximate area of contamination without prior approval from ADEC.
7. In the event that contaminated soil situated beneath the Service Station Building becomes accessible in the future due to changes at the site, the landowner shall notify ADEC. Subsequent characterization and cleanup of the soil may be required by ADEC.
8. If the use of the Service Station Building changes, ADEC must be notified.
9. ADEC must be notified in advance of the subdivision or replat of the Property. This covenant must be expressly referenced on any plat, deed or other document evidencing a future transaction or conveyance of any portion of the approximate area of contamination.
10. ADEC approval is required prior to moving any soil or groundwater off the area of approximate contamination. A "site" as defined by [18 AAC 75.990 (115) or 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.
11. 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 Property is to be used for any protected purpose, additional characterization and treatment may be required to ensure the water is suitable for its intended use.

Attached as Appendix A is a Site Plan superimposed on an aerial photograph of approximate scale shown thereon and a Property Diagram. Together they show the Property boundaries, locations of existing structures, the area that has been monitored, and -- by an irregular circle surrounding the Service Station Building -- the approximate location and extent of remaining soil and groundwater contamination ("contaminated area"). As individually noted above, some of the activity and use limitations described in this notice apply to the entire Property while others apply only to the contaminated area.

Conveyance of Interest - The Grantor, when conveying any title interest in any part of the Property, or when conveying any property interest for the Service Station Building or any land within the Environmental Covenant Lot 22, Sec. 30, T15N, R1W, SM



contaminated area -- this latter including but not limited to title, easement, leases, or other property interests -- 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 in perpetuity with the Property unless terminated as provided herein. 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". 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 the Department of proposed changes in use of, applications for a building permit for activities that may affect exposure to contaminants on, or proposals for any demolition, excavation or other earthwork affecting the approximate area of contamination

Notices and Reporting - Grantor shall report to ADEC every five (5) years to document the status of compliance with the activity and use limitations established in this Covenant. Such notice and the reports should be sent to 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 be submitted electronically to CS.Submittals@alaska.gov.

Authorizations - Grantor shall restrict authorizations that might affect the activity and use limitations set out in this Covenant, 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 or on the contaminated area therein.

Access - The Department, including its authorized employees, agents, representatives and independent contractors, shall, during normal business hours and upon presentation of credentials, have the right of access to the Property granted in connection with implementation or enforcement of this covenant. Such right does not include right of entry into any structure other than the Service Station Building.

Enforcement - The Department, other parties to this Covenant, and persons 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, the department may use administrative authority granted to it in AS 46.03.

Waiver of certain defenses - This Environmental Covenant may not be extinguished, limited, or
Environmental Covenant Lot 22, Sec. 30, T15N, R1W, SM



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.

Representations and Warranties - Each Grantor hereby represents and warrants to ADEC, Holder(s) and any other signatories to this Environmental Covenant that, at the time of execution of this Environmental Covenant, each Grantor is lawfully seized in undivided fee simple of title to the Property, that together the two Grantors have a good and lawful right and power to sell and convey it or any interest therein, that the Property is free and clear of encumbrances, except those noted on Appendix B attached hereto.

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 title holder of the fee simple of the Property, unless waived by ADEC. If Grantors herein no longer own the Property at the time of proposed amendment or termination, individually or in common, each and both Grantors waive 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.

Joint Obligation - If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

Effective Date - This Environmental Covenant is effective on the date it is recorded with the appropriate Alaska recorders' office.

List of Appendices:

Appendix A – Legal Description, Map of the Property and Diagram Showing Location of the Contamination

Appendix B – List of recorded encumbrances or Limited Liability Report



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Appendix A

**Legal Description, Map of the Property and Diagram showing location of
the Contamination (drawn to scale)**

[Attached at end this Document]



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Appendix B

List of Encumbrances or Limited Liability Report

1. Deed of Trust Promissory Note dated October 01, 1996 by which Elwood J. Daw as Successor Trustee of the Daw Trust dated October 08, 1992 (promisor), promised to pay Jeannette Knowlton-Simmons fka Jeannette M. Knowlton, Successor Trustee of the Revocable Living Trust No. 572-44-5535 as amended September 22, 1992 by the 1992 Amendment to the William E. Knowlton Revocable Living Trust of February 29, 1980 (promisee), the sum identified therein in consideration for purchase of title to certain realty including the "Property" as defined in this Covenant, secured by that certain Deed of Trust of even date with the Promissory Note, by and between the same parties, in which Land Title Company of Alaska, Inc. was named Trustee, such Deed of Trust recorded as Document No. 1996-048094-0 (Anchorage Rec. Dist. 02 October 1996).
2. Easement reserved by United States of America for roadway and public utilities in Patent October 21, 1957, Book 154, Page 27 (Anchorage Rec. Dist.)
3. Easement for electric transmission and incidental purposes, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc. recorded January 15, 1962 at Miscellaneous Book 40, Page 373 (Anchorage Rec. Dist.)
4. Easement for electric transmission and incidental purposes, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded January 15, 1962 at Miscellaneous Book 40, Page 375 (Anchorage Rec. Dist.)
5. Easement for telephone line or system and the purposes set out therein, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded November 21, 1988 at Book 1819, Page 464 (Anch. Rec. Dist.)



GRANTOR(S) SIGNATURE BLOCK

The undersigned Grantor warrants she/he holds the title with his/her spouse, by the entirety, to Government Lot 22, T15N, R1W, SM and has authority to execute this instrument.

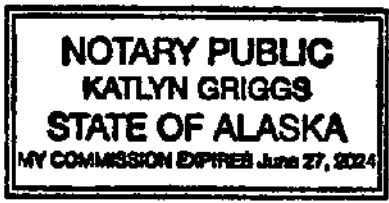
EXECUTED this 08 day of April, 2021.

Elwood Jay Daw
Printed Name Title

[Signature]
Signature Date 04/08/21

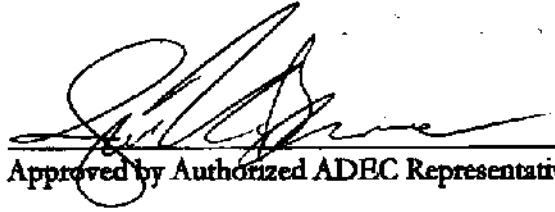
THIS IS TO CERTIFY that on this 8 day of April 2021 the above-signed personally appeared before me, acknowledged that she/he is the individual described herein and who signed and executed the within and foregoing instrument at her/his free and voluntary act and deed pursuant to AS 46.04.300-46.04.390 for the uses and purposes therein.

WITNESS my hand and official seal this 8 day of April 20 21 at Eagle River, Alaska.



[Signature]
Notary Public in and for the State of Alaska
My Commission Expires: 06/27/2024




Approved by Authorized ADEC Representative

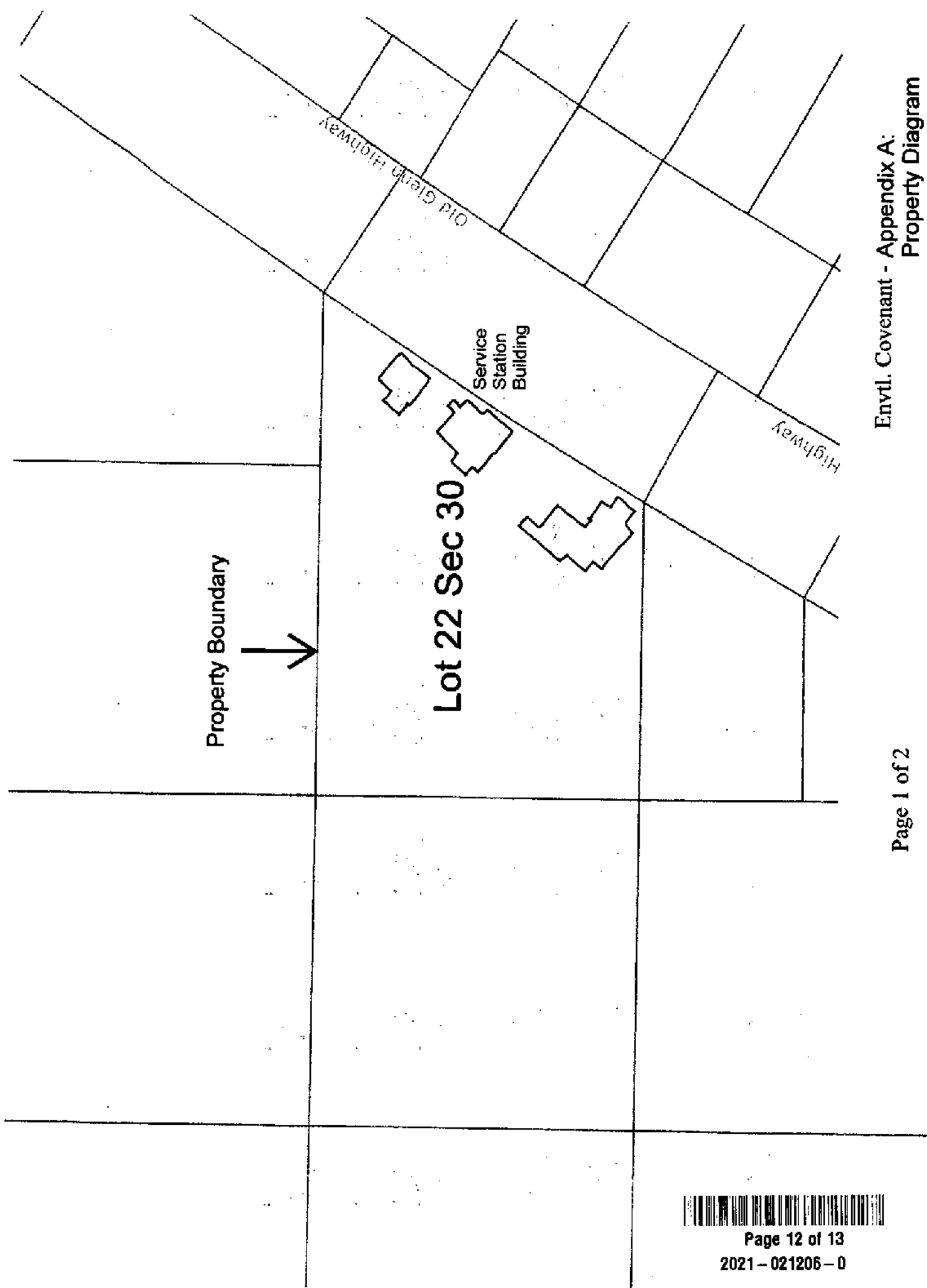
4/14/21
Date

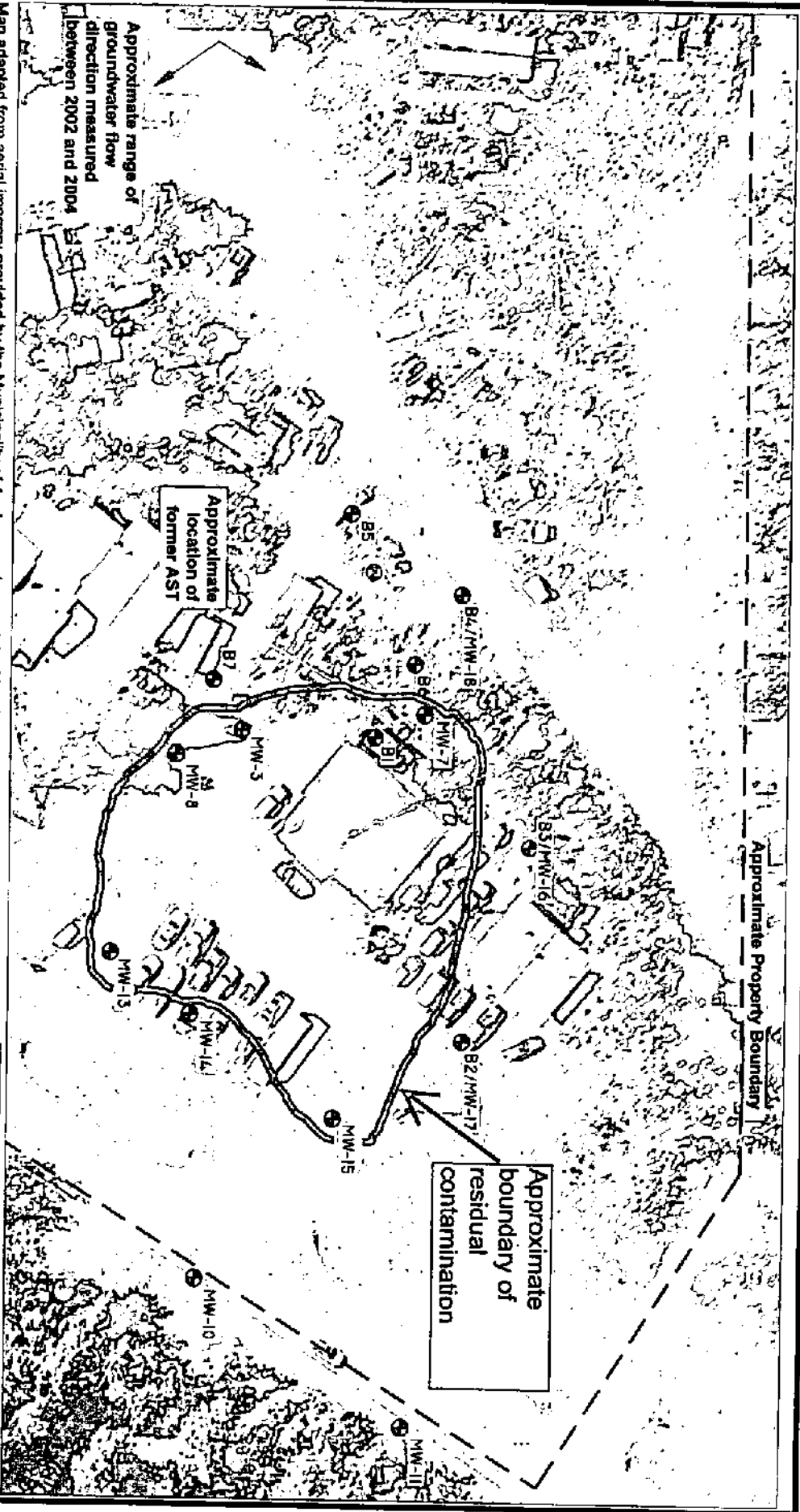
Jason W. Bune
Printed Name of Authorized ADEC Representative

Commissioner, DEC
Title



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Map adapted from aerial imagery provided by the Municipality of Anchorage. Image date: May 2015

LEGEND

- MW-7 APPROXIMATE LOCATION OF EXISTING MONITORING WELL MW-7
- BI APPROXIMATE LOCATION OF BORING AND/OR MONITORING WELL INSTALLED ON JULY 30 AND 31, 2019
- APPROXIMATE LOCATION OF DRINKING WATER WELL



16206 Old Glenn Highway
Chugiak, Alaska

Envtl. Covenant
SITE PLAN
Appendix A

