



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
Fax: 907-451-2155
www.dec.alaska.gov

File: 100.38.225

November 2, 2022

Bonnie and Jerry Roland
1125 Acorn Circle
North Pole, Alaska 99705

Re: Decision Document: Residence – 1125 Acorn Circle
Cleanup Complete Determination – Institutional Controls

Dear Bonnie and Jerry Roland

The Alaska Department of Environmental Conservation, Contaminated Sites Program (DEC) has completed a review of the environmental records associated with contamination at the residence located at 1125 Acorn Circle in North Pole, Alaska. 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 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 site. 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:

Residence – 1125 Acorn Circle
North Pole, Alaska, 99705

Name and Mailing Address of Contact Party:

Bonnie and Jerry Roland
1125 Acorn Circle
North Pole, Alaska, 99705

DEC Site Identifiers:

File No.: 100.38.225
Hazard ID.: 25501

Regulatory Authority for Determination:

18 AAC 75

Site Description and Background

In July of 2009 it was discovered that a failed boiler return line had caused a release of #2 heating oil between the garage and the 300-gallon buried heating oil tank at 1125 Acorn Circle residence. The cause of the failure is unknown. Site characterization performed in 2009 confirmed petroleum contamination has impacted soils and groundwater south of the house.

Contaminants of Concern

During the site investigation and cleanup activities at this site, samples were collected from soil, groundwater, and drinking water were analyzed for diesel range organics (DRO), volatile organic compounds (VOCs), and polynuclear aromatic hydrocarbons (PAHs). 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
- toluene
- ethylbenzene
- xylenes
- 1,2,4-trimethylbenzene
- naphthalene
- 1-methylnaphthalene

Cleanup Levels

The most stringent Method Two migration to groundwater cleanup levels for the under 40 inch zone apply at this site, these cleanup levels can be found in 18 AAC 75.341 Tables B1 & B2.

Applicable groundwater cleanup levels can be found in 18 AAC 75.345 Table C.

Table 1 – Approved Cleanup Levels

Contaminant	Soil (mg/kg)	Groundwater (µg/L)
DRO	250	1,500
benzene	0.022	4.6
toluene	6.7	1,100
ethylbenzene	0.13	15
xylenes	1.5	190
1,2,4-trimethylbenzene	0.61	56
naphthalene	0.038	1.7
1-methylnaphthalene	0.41	11

mg/kg = milligrams per kilogram

µg/L = micrograms per liter

Characterization and Cleanup Activities

In July of 2009, #2 heating oil was found to be leaking from the return lines connected to the buried heating oil tank southeast of the garage at this residence. Shannon and Wilson mobilized to the site to install hand auger borings and investigate the release and potential for impacts to groundwater. A boring was advanced to the groundwater table west of the tank. Two feet of heating oil were found floating on the groundwater surface. A boring 20 feet to the south towards the Badger Slough did not contain detectable levels of DRO, benzene, toluene, ethylbenzene, and xylenes (BTEX).

In September of 2009 Alaska Resources and Environmental Services, LLC (ARES) conducted remedial actions. The buried heating oil tank and lines were removed from the ground. Guided by field screening results from a photo-ionization detector (PID), contaminated soil was removed to the maximum extent practicable and analytical confirmation samples were collected from soil. Clean excavation limits were achieved to east, west and south. Contaminated soils at the groundwater table smear zone and under the garage to the north could not be removed. The final excavation limits were approximately 40 feet by 20

feet and reached the groundwater table at 6 feet below ground surface (ft bgs). A total of 145 tons of contaminated soil was sent to OIT Inc in Moose Creek, Alaska for thermal remediation. After analytical samples were collected the excavation was backfilled with clean soil.

Three analytical soil samples were collected. Excavation sidewall samples RR-1 and RR-2 were below the cleanup levels. Excavation base sample RR-3 and its duplicate contained DRO in excess of the cleanup level at 14,400 mg/kg, BTEX compounds also exceeded their respective cleanup levels in this sample. Analytical sampling was limited but field screening results indicated that contamination was laterally delineated but an area of highly contaminated soil remains in the smear zone at the excavation base.

In 2009, three monitoring wells were installed into the groundwater table and sampled. The well placed in the source area, MW-1, contained heating oil product. One of two down-gradient wells, MW-2 contained DRO at 3.2 mg/L, in excess of the cleanup level. Subsequent groundwater sampling in 2021 and 2022 did not find DRO, VOC or PAH contamination in excess of the cleanup levels in either down-gradient well. These contaminants remain above the cleanup levels in the source area well but concentrations have decreased significantly and free product is no longer present. Groundwater sampling results for DRO are summarized in Table 2.

Table 2 – Groundwater DRO concentrations over time (mg/L)

Sampling Event	09/24/2009	10/29/21	5/12/22
Source Area MW-1	Free product in well	33.7	15.4
Down-gradient MW-2	3.2	NS	0.796
Down-gradient MW-3	1.09	ND	NS

NS = not sampled

ND = non-detect

During excavation backfilling a recovery well consisting of a 24 inch slotted culvert was installed, the homeowners were successful in recovering free product from this well for 2 years after installation and free product has not been observed in this well since. The on-site drinking water well is located near the area of the release behind the house. This well has been periodically sampled since 2009 and has not contained any contaminants in excess of the cleanup levels. The homeowner believes the drinking water well is screened at a depth of at least 35 ft bgs, but could not confirm this.

ADEC site visits were conducted in 2017 and 2019. No concerns about vapor intrusion were noted at these times. Field screening was conducted with a parts per billion level PID. Observed PID readings in the crawlspace and indoor air were consistent with what is considered background and no diesel odors were noted. Contaminated soils remain under the attached garage but don't seem to be impacting indoor air in the residence.

In July 2022, the monitoring wells and recovery well were decommissioned.

Cumulative Risk Evaluation

Cumulative risk at this site was calculated assuming a residential land use and using the highest detected concentrations of contaminants in all of the samples collected following the cleanup action in 2009. The results indicate a cumulative carcinogenic cancer risk of 28 in 100,000 and a non-carcinogenic hazard index of 10. The potential cumulative risk is via the groundwater ingestion pathways.

The groundwater ingestion exposure pathways is controlled as institutional controls are in place to prevent the installation of water wells without prior DEC 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 in surface soils (0-2 ft bgs) was thermally remediated and replaced with clean fill.
Sub-Surface Soil Contact	Exposure Controlled	Diesel range organics exceed the ingestion cleanup levels in subsurface soils (2-15 ft bgs), an environmental covenant (EC) has been recorded limiting excavation, drilling and other intrusive activities without prior ADEC approval.
Inhalation – Outdoor Air	Exposure Controlled	Diesel range organics exceed the inhalation cleanup levels in subsurface soils (2-15 ft bgs), an EC has been recorded limiting excavation, drilling and other intrusive activities without prior ADEC approval.
Inhalation – Indoor Air (vapor intrusion)	De Minimis Exposure	Contamination remains under the garage but does not appear to be impacting indoor air quality.
Groundwater Ingestion	Exposure Controlled	Residual groundwater contamination is still present. The on-site drinking water well has not been impacted. An Environmental Covenant has been recorded restricting installation of water wells without prior ADEC approval.
Surface Water Ingestion	Pathway Incomplete	Surface water is not used as drinking water in the vicinity of the site. Badger Slough is located near, but upgradient of the release.
Wild and Farmed Foods Ingestion	Pathway Incomplete	Contamination is not impacting an area where wild or farmed foods are likely to be impacted.
Exposure to Ecological Receptors	Pathway Incomplete	Contamination is not impacting an area where ecological receptors are likely to be impacted.

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.

ADEC Decision

Petroleum contamination remains in sub-surface soil and groundwater above levels suitable for unrestricted use; however ADEC has approved the use of institutional controls to limit potential exposure and risk to human health or the environment. An Environmental Covenant (EC) has been recorded in the land records maintained by the Alaska Department of Natural Resources and a copy is attached to this letter.

Groundwater meets the applicable cleanup levels at the approved points of compliance, shown in the figure included in the attached EC, the groundwater contaminant plume has been demonstrated to be shrinking and the contaminant concentrations are decreasing. Therefore, ADEC has determined the residual soil contamination does not pose an unacceptable migration to groundwater concern.

Institutional controls necessary to support this closure determination include:

1. No groundwater wells shall be installed in the contaminated area of the Property without prior DEC approval.
2. Contaminated groundwater underlying the Property may not be pumped, drained, or dewatered; or used for irrigation, dust control, or any other purpose without prior DEC approval. If that use is approved under this Covenant, that use is still subject to all applicable treatment, monitoring, disposal, and permitting requirements.
3. Excavation, drilling, and other intrusive activities below a depth of 5 feet are prohibited within the Site, without prior review and approval from DEC.
4. In the event that the remaining contaminated soil becomes accessible in the future due to the building being removed, the land owner shall notify DEC and characterize and, if determined necessary, cleanup the soil.
5. DEC must be notified in advance of any subdivision or replat of the Property. This Covenant must be included as part of future Property transactions and attached to subsequent associated parcels, as determined applicable by DEC.

Standard site closure conditions that apply to all sites include:

1. DEC approval is required prior to moving soil or groundwater where contamination remains above applicable cleanup levels. If DEC approval for movement is granted, any moved soil or groundwater must still be characterized and managed following regulations applicable at that time.
2. Movement or use of contaminated material in a manner that results in a violation of 18 AAC 70 Water Quality Standards is prohibited.
3. 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

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. Standard conditions 9-11 above will remain in effect after ICs are removed.

This determination is in accordance with 18 AAC 75.380 and does not preclude ADEC from requiring additional assessment and/or cleanup action if the institutional controls are determined to be ineffective or if information indicates that contaminants at this site may pose an unacceptable risk to human health or the environment.

Informal Reviews and Adjudicatory Hearings

A person authorized under a provision of 18 AAC 15 may request an informal review of a contested decision by the Division Director in accordance with 18 AAC 15.185 and/or an adjudicatory hearing in accordance with 18 AAC 15.195 – 18 AAC 15.340. See DEC’s “Appeal a DEC Decision” web page [3](#) for access to the required forms and guidance on the appeal process. Please provide a courtesy copy of the adjudicatory hearing request in an electronic format to the parties required to be served under 18 AAC 15.200. Requests must be submitted no later than the deadline specified in 18 AAC 15.

If you have questions about this closure decision, please feel free to contact me at (907) 334-5939 or email at Michael.hooper@Alaska.gov

Sincerely,

Michael Hooper
Project Manager

Enclosures: Recorded EC which includes site figure(s) showing the extent of residual soil/groundwater contamination, alternative points of compliance for groundwater, and boundaries of areas covered by ICs.

cc: Spill Prevention and Response, Cost Recovery Unit

**STATE BUSINESS/NO CHARGE**

Alaska Department of Environmental Conservation
Division of Spill Prevention and Response
Contaminated Sites Program

**Environmental Covenant:
Residence - 1125 Acorn Circle
ADEC File No. 100.38.225**

Return to:

Attn: Michael Hooper
ADEC Contaminated Sites
555 Cordova Street
Anchorage, AK 99501



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

ENVIRONMENTAL COVENANT

Grantor: Bonnie L. Roland and Jerry D. Roland
Grantee: Bonnie L. Roland and Jerry D. Roland

Check the following:

Original Covenant
 Amendment of Covenant

RECITALS

- I. This document is an environmental covenant (hereafter "Covenant") executed pursuant to Alaska Statute (AS) 46.04.300–46.04.390, the Alaska Uniform Environmental Covenants Act (hereafter, "the Act"), and Title 18 of the Alaska Administrative Code (AAC) 75.325–390, (the "Site Cleanup Rules").
- II. The Property that is the subject of this Covenant is situated in Fairbanks North Star Borough, Alaska, is shown on the map attached as Appendix A, and is legally described as follows:

Lot 6A, Block 1 of CHIPPENDALE II, according to the plat filed August 3, 1987 as Plat No. 87-63; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska (the "Property").

- III. Hazardous substances, pollutants, and/or contaminants are present on or within the Property. As a result, all or part of the Property is a DEC-listed contaminated site. The contaminated site here is commonly known as follows:

DEC Site Name: Residence – 1125 Acorn Circle (the "Site")
DEC Hazard ID: 25501
Site Address: 1125 Acorn Circle, North Pole, AK 99501

The current boundaries of the contaminated area are shown in the map attached as Appendix A. In the event the contamination moves, the Site boundaries will shift as needed to encompass the contamination in accordance with the definition of "site" in 18 AAC 75.990(115) and 18 AAC 78.995(134).



- IV. 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 described in this Covenant 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 (DEC or "Department") at the Contaminated Sites Program Website at <http://dec.alaska.gov/spar/csp/>.
- V. The Site is the subject of an environmental response project under the Site Cleanup Rules (18 AAC 75.325–18 AAC 75.390), Underground Storage Tank regulations (18 AAC 78), the federal Comprehensive Environmental Response Compensation and Liability Act (CERCLA), and/or the federal Resource Conservation and Recovery Act (RCRA). This Covenant is required because following completion of a cleanup, residual contamination remains on the Property, which is safe for some, but not all, activities and uses. Residual contamination remaining on the Property includes the following hazardous substances, pollutants, or contaminants (Contaminants):

<u>Media</u>	<u>Contaminants</u>
Soil	<i>Diesel range organics, benzene, toluene, ethylbenzene, xylenes</i>
Groundwater	<i>Diesel range organics, 1-methynaphthalene, naphthalene, 1,2,4-trimethylbenzene, 1,3,5-trimethylbenzene, ethylbenzene, xylenes</i>

- VI. 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 the right to enforce this Covenant. This is not an ownership interest and the rights of DEC under the Act are not an interest in real property.
- VII. For purposes of indexing in the Alaska Department of Natural Resources (DNR) Recorder's office Grantor-Grantee index only, Bonnie Roland and Jerry Roland shall be considered the **Grantor**, and Bonnie Roland and Jerry Roland shall be considered the **Grantee**.

COVENANT

Grantor hereby grants to the Grantee and its successors and assignees, the following requirements and restrictions and declares that the Property described in the legal description above shall hereinafter be bound by, held, sold, and conveyed subject to the activity and use limitations set forth in paragraphs 1 through 8 below, which shall run with the Property in perpetuity and be binding on the Grantor 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. Furthermore, it is the intent of the Grantor that such requirements and restrictions shall supersede any prior interests in the Property.

Summary of Environmental Actions – In Summer 2009 it was discovered that soil and groundwater were impacted by a release of #2 heating oil from the buried heating oil tank fuel lines adjacent to the southeast corner of the attached garage on the Property. Contamination was removed to the extent practicable during remedial actions in September 2009 and a total of 145 tons of



contaminated soils were thermally remediated at OIT Inc in Moose Creek, Alaska. Contamination remains near the groundwater interface 5 feet below ground surface south of the garage. An unknown volume of inaccessible contaminated material was left in place under the garage. Free product was recovered using a slotted culvert installed into the groundwater table for two years following cleanup. Groundwater was sampled in three monitoring events from three monitoring wells between 2009 and 2022. Contamination remains in one well: MW-1. The extent of petroleum contamination in groundwater is stable and decreasing, contamination is not migrating off-site. The on-site drinking water well was sampled periodically between 2009 and 2021 and has not been impacted. The recovery well and monitoring wells were removed in 2022.

The primary exposure pathways at the Site are future exposure to contamination in groundwater if new drinking water wells are installed, and future exposure to contaminated soils if excavation, drilling, or other intrusive activities are performed.

Activity and Use Limitations - By acceptance and recordation of this Covenant, the Property is hereby subject to the following requirements and restrictions, now or at any time in the future:

1. No groundwater wells shall be installed in the contaminated area of the Property without prior DEC approval.
2. Contaminated groundwater underlying the Property may not be pumped, drained, or dewatered; or used for irrigation, dust control, or any other purpose without prior DEC approval. If that use is approved under this Covenant, that use is still subject to all applicable treatment, monitoring, disposal, and permitting requirements.
3. Excavation, drilling, and other intrusive activities below a depth of 5 feet are prohibited within the Site, without prior review and approval from DEC.
4. In the event that the remaining contaminated soil becomes accessible in the future due to the building being removed, the land owner shall notify DEC and characterize and, if determined necessary, cleanup the soil.
5. DEC must be notified in advance of any subdivision or replat of the Property. This Covenant must be included as part of future Property transactions and attached to subsequent associated parcels, as determined applicable by DEC.
6. DEC approval is required prior to moving soil or groundwater where contamination remains above applicable cleanup levels. If DEC approval for movement is granted, any moved soil or groundwater must still be characterized and managed following regulations applicable at that time.
7. Movement or use of contaminated material in a manner that results in a violation of 18 AAC 70 Water Quality Standards is prohibited.
8. 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, additional characterization and treatment may be required to ensure the water is suitable for its intended use.

Included in Appendix A are Diagrams drawn to scale that show the Property boundaries, locations of existing structures, the approximate location and extent of remaining soil and groundwater contamination which is subject to the activity and use limitations described in this Covenant, and the locations where soil and groundwater samples were collected.

Conveyance of Interest - The Grantor, when conveying any interest in any part of the Property, including but not limited to title, easement, leases, or other interests must notify DEC at least 30 days prior to conveyance, and must include in any conveyance document, a complete copy of this Covenant and Appendices.

Successors - The requirements, terms, conditions, and restrictions of this Covenant 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. 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 contained in this Covenant.

Prior Notification for Changes in Land Use, including Proposed Construction - No less than 30 days before taking action on the contaminated area of the property, the Grantor shall notify DEC of the following:

- Its intent to propose changes in use of the Property that may affect exposure to contaminants, and what those changes will be.
- Its intent to apply for a building permit for activities that may affect exposure to contaminants on the Property, and what those activities will be.
- Its intent to propose any work affecting the contamination on the Property, and what that work will be.

Notices and Reporting - Grantor shall report to DEC every 5 years to document the status of compliance with the activity and use limitations described in this Covenant. Such notice and the accompanying reports should be mailed to the DEC 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, including leases, for any portion of the Property to only those uses and activities consistent with this Covenant. Further, Grantor shall notify all authorized users of the Property of all requirements and restrictions on the use of the Property.

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

Enforcement - The Department and other parties, including parties to the 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, the Department may use administrative authority granted by AS 46.03.

Waiver of Certain Defenses - This 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, acquiescence, or any similar doctrine as set forth in AS 46.04.325(f).

Representations and Warranties - Grantor hereby represents and warrants to DEC, holder(s), Grantor(s), Grantee(s), and any other signatories to this Covenant that, at the time of execution of this Covenant, the Grantor lawfully owns the Property in fee simple; that Grantor has a good and lawful right and power to sell and convey it or any interest therein; and that the Property is free and clear of encumbrances, except those noted in Appendix B.

Amendment or Termination - This Covenant runs with the land and is perpetual, unless amended or terminated pursuant to AS 46.04.325 or 46.04.330. This covenant may be amended or terminated if signed consent is given by ADEC and the then-current Holder. Other than ADEC, all signers who are not the Holder at the time of amendment or termination waive the right to consent to an amendment or termination of the Covenant. If consent for amendment or termination cannot be obtained, the procedures under AS 46.04.325 apply.

Controlling Law - This 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 Covenant 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 Covenant and the policy and purpose of the environmental response project and its authorizing legislation. If any provision of this Covenant is found to be ambiguous, an interpretation consistent with the purpose of this Covenant 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 Covenant upon them shall be joint and several.

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



List of Appendices:

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

Appendix B – Limited Liability Report



Appendix A: Legal Description of Property:

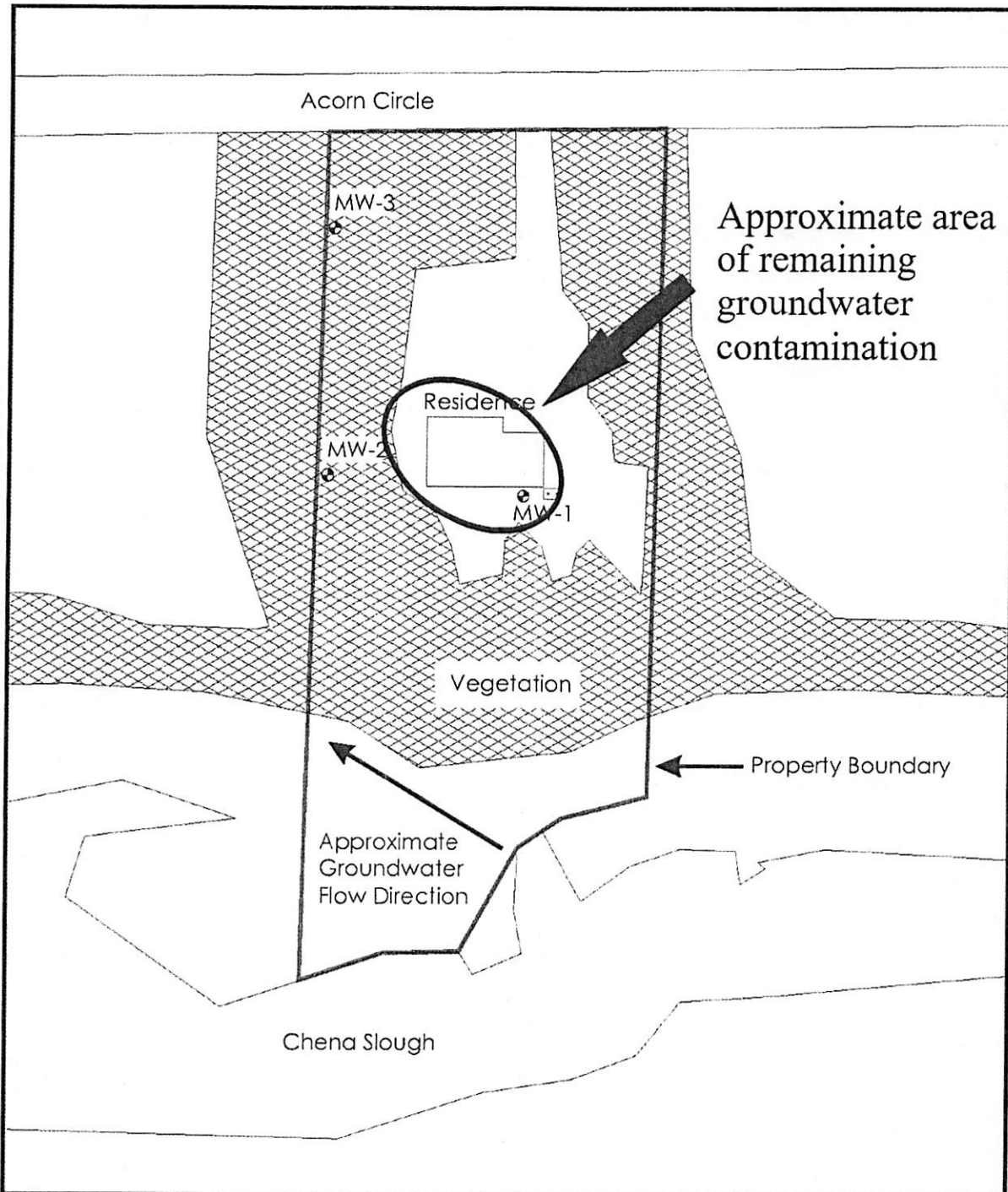
Lot 6A, Block 1 of CHIPPENDALE II, according to the plat filed August 3, 1987 as Plat No. 87-63; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska





	<p>2003 Aerial Photograph</p>	<p>2022 Groundwater Monitoring</p>	<p>FIGURE 2</p>
<p>Scale in Feet:</p>		<p>1125 Acorn Circle North Pole, AK</p> <p>June 2022</p>	<p>ARES Alaska Resources and Environmental Services, LLC 3520 International Street Fairbanks AK 99701</p>





Site Map and Well Locations

Scale in Feet:

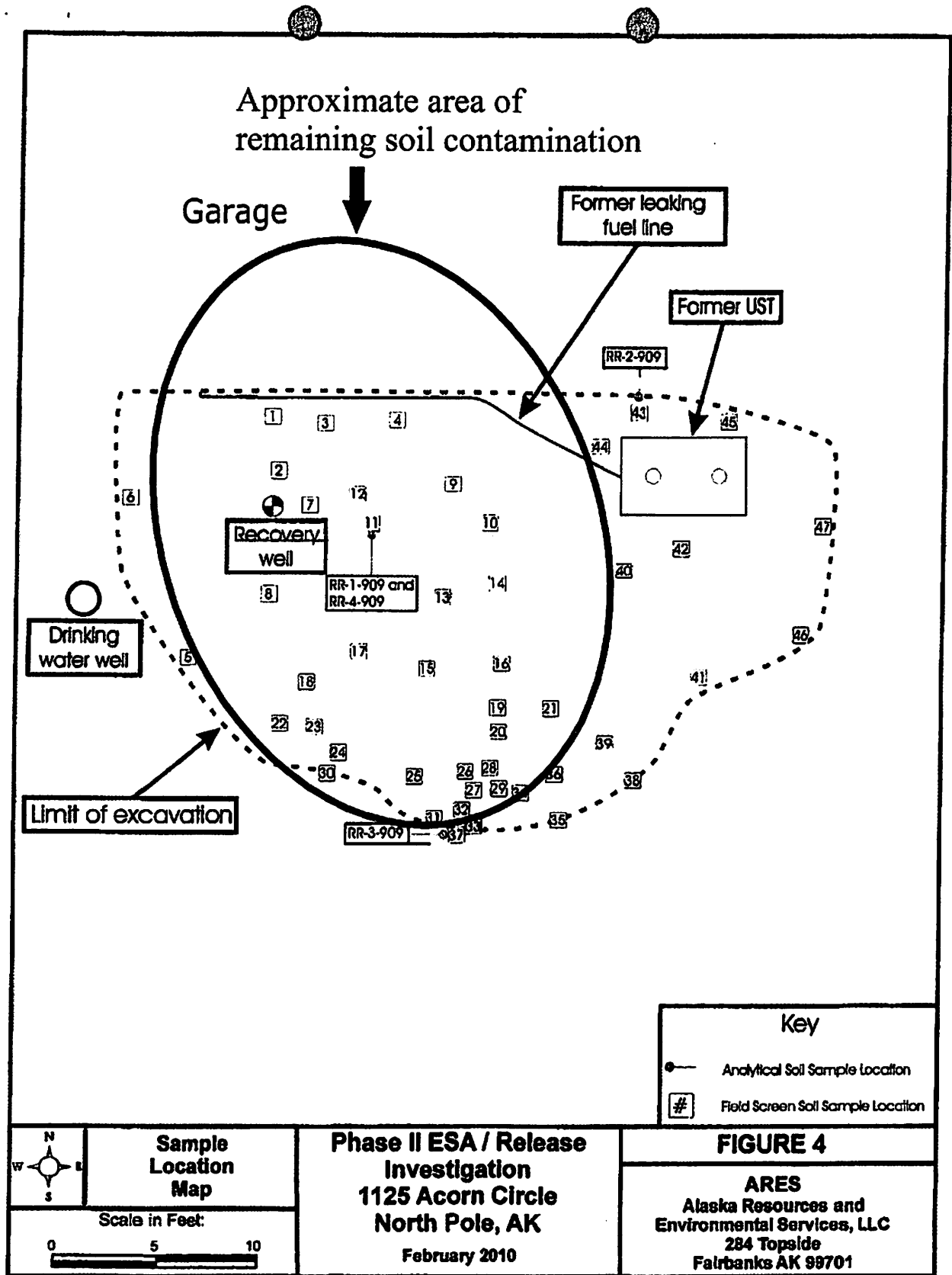
25 0 50 100

2022 Groundwater Monitoring
1125 Acorn Circle
North Pole, AK
 June 2022

FIGURE 3

ARES
 Alaska Resources and Environmental Services, LLC
 3520 International Street
 Fairbanks AK 99701





Appendix B: Limited Liability Report





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

September 20, 2022

LIMITED LIABILITY REPORT

Customer:
FSBO
Attn:

Report No.: 1834970
Fee: \$250.00
Effective Date: September 6, 2022
Recording District: Fourth Judicial District
Property Address: 1125 Acorn Circle, North Pole, AK 99705
Property Legal Description: Lot 6A, Block 1 of CHIPPENDALE II, according to the plat filed August 3, 1987 as Plat No. 87-63; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

A. Fee simple title to the Property is vested as follows:

Jerry D. Roland and Bonnie L. Roland, husband and wife

B. 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:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements, or claims, of easement, not shown by the Public Records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Land.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes or special assessments which are not shown as existing liens by the Public Records.
6. (a) Unpatented mining claims;
(b) reservations or exceptions in patents or in Acts authorizing the issuance thereof;
(c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
7. Rights of the state or federal government and/or public in and to any portion of the land for right of way as established by federal statute RS 2477 (whether or not such rights are shown by recordings of easements and/or maps in the public records by the State of Alaska showing the general location of these rights of way).
8. Reservations and exceptions as contained in the United States Patent and/or in Acts authorizing the issuance thereof.



9. Taxes due the Fairbanks North Star Borough.
10. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
11. Any effect of the notes which appear on the plat of said subdivision.
12. Easements as shown on the plat of said subdivision.
13. Covenants, conditions and restrictions, including terms and provisions thereof, as contained in instrument recorded August 12, 1987 in Book 539 at Page 476; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restriction violate 42 USC 3604(c). Amended by instrument recorded March 3, 1997 in Book 992 at Page 670.

Amended by instrument recorded March 3, 1997 in Book 992 at Page 670.

14. Any adverse claim to any portion of said land which lies below the ordinary high-water line of Chena Slough.
15. Any question that may arise due to the shifting or changing in the course of Chena Slough.
16. Building Energy Efficiency Standards (BEES) Certification (PUR101), including terms and provisions thereof recorded October 1, 1997 in Book 1027 at Page 638.

The above was re-recorded and replaced by Builders Energy Efficiency Standards (BEES) Certification (PUR101), including terms and provisions thereof recorded November 10, 1997 in Book 1034 at Page 607.

17. Summary of Building Inspections (PUR102), including terms and conditions thereof recorded October 1, 1997 in Book 1027 at Page 639.
18. Deed of Trust, including terms and provisions thereof, to secure an indebtedness:

Amount:	\$203,000.00
Truster:	Bonnie L. Roland and Jerry D. Roland, husband and wife
Trustee:	YUKON TITLE COMPANY, INC.
Beneficiary:	Denali State Bank
Dated:	September 10, 2012
Recorded:	September 14, 2012
Instrument No.:	2012-017958-0

Modification of Deed of Trust, including terms and provisions thereof:
 Executed by: Bonnie L. Roland and Jerry D. Roland and Denali State Bank
 Dated: December 17, 2012
 Recorded: January 3, 2013
 Instrument No.: 2013-000081-0

Substitution of Trustee, recorded October 28, 2020 as Instrument No. 2020-019950-0.
 New Trustee: STEWART TITLE COMPANY

19. Deed of Trust, including terms and provisions thereof, to secure an indebtedness:


Amount:	\$20,000.00
Truster:	Jerry D. Roland and Bonnie L. Roland, husband and wife
Trustee:	YUKON TITLE COMPANY, INC.
Beneficiary:	MAC Federal Credit Union
Dated:	January 31, 2019
Recorded:	February 5, 2019
Instrument No.:	2019-001397-0



Substitution of Trustee, recorded October 28, 2020 as Instrument No. 2020-019950-0.
New Trustee: STEWART TITLE COMPANY

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

Stewart Title Company



Authorized Countersignature
Denise J Goss, Title Officer

This Report:

- (a) Is issued for the purpose of complying with Bulletin B 07-03 issued by the State of Alaska Division of Insurance.
- (b) Has been prepared only for Customer and may not be relied on by third parties.
- (c) Is not a title insurance policy, guarantee or commitment to issue a title insurance policy. In the event a title insurance commitment, guarantee or policy is requested, additional exceptions for matters not shown on the public record may be shown. These additional exceptions may include, but may not limited to: (i) reservations and exceptions shown in the U.S. Patent; (ii) section boundary line easements pursuant to A.S. 19.10.010; (iii) taxes and assessments not yet due and payable; (iv) matters not shown by the public records but which would be disclosed by an inspection or inquiry of parties in possession; (v) conflicts in boundary lines, encroachments and other matters that would be disclosed by an accurate survey; (vi) mechanic's lien claims and (vii) easements or claims of easements not disclosed by the public records.

The maximum liability the Agent or the Agent's underwriter shall collectively have under this report is the amount of the Fee charged for the report, regardless of any errors or omissions contained herein.



GRANTOR SIGNATURE BLOCK

The undersigned Grantors warrant they hold the title to the Property and have authority to execute this instrument.

EXECUTED this 18th day of October, 2022

BONNIE ROLAND
Printed Name Title

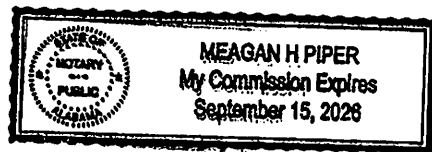
Bonnie Roland
Signature Date 10/18/22

THIS IS TO CERTIFY that on this 18 day of October 2022 the undersigned 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 18 day of October 20 22 at Ozark, Alabama.

Meagan Piper
Notary Public in and for the State of Alabama

My Commission Expires: 9/15/26



EXECUTED this 21 day of October, 2022

Jerry Roland N/A
Printed Name Title

Jerry Roland 21 Oct 2022
Signature Date


THIS IS TO CERTIFY that on this 21 day of October 2022 the undersigned 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 21 day of October 20 22 at Fairbanks, Alaska.



Sarah Bernstein
Notary Public in and for the State of Alaska
My Commission Expires: 7/19/2026





Notice Approved by Authorized DEC Representative

10/26/22
Date

JASON W. BEANE
Printed Name of Authorized DEC Representative

Commissioner
Title

