



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

**Department of  
Environmental Conservation**

DIVISION OF SPILL PREVENTION AND RESPONSE  
Contaminated Sites Program

555 Cordova Street  
Anchorage, AK 99501  
Phone: (907) 269-7500  
[www.dec.alaska.gov](http://www.dec.alaska.gov)

DEC File No.: 2106.26.004

August 30, 2023

Pomposa Porterfield  
P.O. Box 670030  
Chugiak AK 99567

Re: Decision Document: Circle S Grocery  
Cleanup Complete Determination – Institutional Controls

Dear Ms. Porterfield,

The Alaska Department of Environmental Conservation, Contaminated Sites Program (DEC) has completed a review of the environmental records associated with the Circle S Grocery located at 22189 South Birchwood Loop Road in Chugiak, 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 Circle S Grocery maintained by DEC. 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:**

Circle S Grocery  
22189 South Birchwood Loop Road  
Chugiak, AK, 99567

**Name and Mailing Address of Contact Party:**

Pomposa Porterfield  
P.O. Box 670030  
Chugiak, AK 99567

**DEC Site Identifiers:**

File No.: 2106.26.004  
Hazard ID.: 24797

**Regulatory Authority for Determination:**

18 Alaska Administrative Code (AAC) 75 and 18 AAC 78

### Site Description and Background

Circle S Grocery previously operated as a gas station and convenience store and is located in Chugiak, Alaska along Birchwood Loop Road, approximately 850 feet north of the Glenn Highway. A 10,000-gallon gasoline underground storage tank (UST) and 5,000-gallon diesel UST were removed from the site in 1995. Soil contamination was left in the base of the excavation and a new 15,000-gallon two-compartment gasoline and diesel UST was installed in 1995 on top of a liner. Soil sampling was performed during the 1995 removal action, and a site investigation was conducted in 1999 to characterize fuel releases from the USTs. The UST installed in 1995 was removed in 2012, and additional soil sampling was completed. Confirmation samples documented the presence of hydrocarbons remaining in the soil above DEC cleanup levels. See Figure 1 in the enclosed environmental covenant for a map of the site.

### Contaminants of Concern

During the site investigation and cleanup activities at this site, samples were collected from soil and groundwater and analyzed for gasoline range organics (GRO), diesel range organics (DRO), residual range organics (RRO), polycyclic 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 (COCs) at this site:

- DRO
- GRO
- Benzene
- Toluene
- Ethylbenzene
- Xylenes (total)
- Naphthalene
- 1,2-Dibromoethane
- 1,2-Dichloroethane
- 1,2,4-Trimethylbenzene
- 1,3,5-Trimethylbenzene

### Cleanup Levels

DRO, GRO, and benzene, toluene, ethylbenzene and xylenes (BTEX) were detected in soil above the most stringent Method 2 cleanup levels for the under 40-inches of precipitation climate zone, established in 18 AAC 75.341(c), Table B1 and 18 AAC 75.341(d), Table B2. All other contaminants were detected below their respective most stringent Method 2 cleanup levels.

GRO, BTEX, 1,2,4-trimethylbenzene, 1,2-dibromoethane, 1,2-dichloroethane, 1,2,4-trimethylbenzene, 1,3,5-trimethylbenzene, and naphthalene were detected in groundwater above their respective cleanup levels established in 18 AAC 75.345, Table C.

**Table 1 – Approved Cleanup Levels**

Contaminant	Soil (mg/kg)	Groundwater (µg/L)
DRO	250	1,500
GRO	300	2,200
Benzene	0.022	4.6
Toluene	6.7	1,100
Ethylbenzene	0.13	15

Xylenes (total)	1.5	190
Naphthalene	1.7	1.7
1,2-Dibromoethane	0.075	0.075
1,2-Dichloroethane	1.7	1.7
1,2,4-Trimethylbenzene	15	56
1,3,5- Trimethylbenzene	120	60

mg/kg = milligrams per kilogram

µg/L = micrograms per liter

### Characterization and Cleanup Activities

During the 1995 UST removals, contaminated soil was observed throughout the excavation. Approximately 475 cubic yards (cy) were excavated to a depth of 16 feet below ground surface (bgs). Seven field screening samples were collected and based on these results, three confirmation soil samples were collected from the base of the excavation, the west sidewall, and northwest corner. Results indicated elevated levels of BTEX. The stockpiled soils were field screened, and five soil samples were collected and analyzed for DRO, GRO and BTEX. None of the stockpile soil sampling results exceeded the most stringent Method 2 cleanup levels. The excavation was lined with a fuel impermeable liner and backfilled with clean soil prior to placing the new 15,000-gallon two-compartment gasoline and diesel UST, leaving contaminated soil in place beneath the excavation. A release investigation was recommended to determine the vertical and horizontal extent of the contamination plume.

Release investigation conducted in 1999 included the installation of two soil borings to characterize the extent of the petroleum hydrocarbon impacts to subsurface soil. Benzene and GRO exceeded DEC cleanup levels in soil. Two groundwater wells were installed but no groundwater was detected in the wells at a depth of 67 feet bgs.

In August 2012, the dual compartment UST was removed. The excavation conducted to remove the UST did not extend past the liner placed in 1995, and excavation base confirmation samples collected indicated benzene and DRO contamination from the more recently-placed UST exceeded DEC cleanup levels. The stockpiled soils were not impacted above DEC cleanup levels. Two of the four analytical soil samples collected from the excavation were found to exceed the DEC migration to groundwater cleanup level for benzene, at a maximum value of 0.543 mg/kg, and DRO at 974 mg/kg.

In 2014, additional investigation was conducted to delineate the extent of soil contamination remaining at the property and to distinguish the two separate sources. Soil samples were collected and analyzed for DRO, GRO, BTEX, and 20% of the samples were also analyzed for PAHs. Three borings were advanced at the location of the former USTs; two to a depth of 26 feet bgs and one to a depth of 82 feet bgs. Of the 10 soil samples collected, DRO, GRO, and BTEX were all detected in soil samples above DEC cleanup levels. DRO was detected at a maximum concentration of 713 mg/kg, GRO at 762 mg/kg, benzene at 8.16 mg/kg, toluene at 85.4 mg/kg, ethylbenzene at 21.2 mg/kg, and total xylenes at 120.3 mg/kg. Most contamination was observed between 18 and 20 feet bgs, however benzene exceeded the cleanup level at 82 feet bgs. The liner was left in place to contain the single elevated result of benzene and DRO contamination located at 15 feet bgs, attributed to the dual UST removed in 2012. Due to benzene exceedances of the migration to groundwater cleanup levels at 80 to 82 feet bgs, evaluation of drinking water wells near the site was recommended.

Two investigations were conducted in 2014 to identify and sample nearby drinking water wells. The closest drinking water well identified was located approximately 150 feet northeast of the former USTs. A limited

sampling event at the on-site drinking water well indicated trace levels of benzene and ethylbenzene present. This residential drinking water well was sampled monthly from April 2015 to April 2016, and benzene was the only analyte detected above DEC’s maximum contaminant levels (MCLs) for drinking water.

In October 2015, three groundwater monitoring wells were advanced at the site to depths of approximately 120 feet to further characterize the potential impacts to the drinking water aquifer. The three wells were sampled on a quarterly basis from November 2015 to October 2016. Benzene, ethylbenzene, and total xylenes exceeded the Table C groundwater cleanup levels in the one source well.

In November 2018, the three wells and the residential drinking water well were sampled and monitoring well MW-2 exceeded groundwater cleanup levels for naphthalene and several VOCs. Additional sampling was conducted in 2021 and identified exceedances of several PAHs, including 1,2-dibromoethane, 1,2-dichloroethane and benzene, above Table C cleanup levels.

Groundwater monitoring in 2022 indicated GRO, 1,2,4-trimethylbenzene, 1,2-dibromoethane, 1,2-dichloroethane, 1,3,5- trimethylbenzene, benzene, ethylbenzene, naphthalene, and total xylenes exceeded Table C groundwater cleanup levels were present in MW-2 at historically high levels. Two downgradient monitoring wells were installed in 2022; no samples collected exceeded DEC groundwater cleanup levels. The relatively high concentrations detected in August at MW-2 were attributed to greater than normal rainfall in July and August 2022, causing a high groundwater table and contact with the upper smear zone where contaminants may remain in soil at higher concentrations.

The last groundwater sampling event in April 2023 indicated that the only contaminants exceeding cleanup levels were benzene, ethylbenzene, and naphthalene, and that the concentrations were now at a historic low. Based on this information, DEC agreed that the groundwater contamination plume was stable and decreasing in concentration.

Two new drinking water wells were installed in December 2022, one at Lot 97 A and one at Lot 97B. The wells were installed to 162 and 159 feet bgs, respectively. Drinking water samples indicated all analytes were below the drinking water standards.

**Remaining Contamination**

The maximum concentration of contaminants observed above DEC cleanup levels after the UST removal in 2012 are shown in Tables 2a and 2b. Contaminated soil remains at the former UST location at 14 feet bgs and below. Table 2a is based on soil data collected above 15 feet bgs where exposure to receptors is more likely. However, soil contamination was also observed below 15 feet bgs to a depth of 82 feet bgs with results at higher concentrations. Table 2b is based on groundwater samples collected at MW-2 in 2023.

**Table 2a – Maximum Contaminant Concentrations Remaining in Upper 15 Feet of Soil**

Contaminant	Soil (mg/kg)
DRO	947
Benzene	0.543
Ethylbenzene	2.22
Xylenes (total)	8.56

**Table 2b – Maximum Contaminant Concentrations Remaining in Groundwater**

<b>Contaminant</b>	<b>Groundwater (µg/L)</b>
Benzene	5.34
Ethylbenzene	37.6
Naphthalene	6.37

**Cumulative Risk Evaluation**

Pursuant to 18 AAC 78.600(d), when detectable contamination remains onsite 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 (HI) of 1 across all exposure pathways.

Cumulative risk at this site was calculated assuming a residential land use and the highest detected concentrations of contaminants in the soil samples collected above 15 feet bgs following the cleanup action in 2012 and most recent groundwater sampling event in 2023. The results indicate a cumulative carcinogenic cancer risk of 9 in 100,000 and a non-carcinogenic hazard index of 0.1. The potential cumulative risk is via a combination of ingestion of groundwater and inhalation of vapors volatilizing from groundwater.

ICs are in place to prevent exposure through these pathways. In addition, ICs require risk from vapor intrusion (inhalation pathway) to be addressed if construction occurs near volatile contaminants.

**Exposure Pathway Evaluation**

Following investigation and cleanup at the site, exposure to the remaining contaminants was evaluated using DEC'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 3.

**Table 3 – Exposure Pathway Evaluation**

<b>Pathway</b>	<b>Result</b>	<b>Explanation</b>
Direct Contact with Surface Soil	Pathway Incomplete	Contamination is not present in surface soil (0 to 2 feet below ground surface).
Direct Contact with Subsurface Soil	De Minimis Exposure	Contamination is below human health and ingestion cleanup levels between 2 and 15 feet bgs.
Inhalation – Outdoor Air	De Minimis Exposure	Contamination is below human health and inhalation cleanup levels between 2 and 15 feet bgs.
Inhalation – Indoor Air (vapor intrusion)	Exposure Controlled	Volatile contamination in soil is not present near existing buildings but remains below 14 feet bgs in the former UST location. An environmental covenant has been recorded requiring DEC approval for construction in that area. Contaminated groundwater is at approximately 80 feet bgs, and not expected to contribute to vapor intrusion.

Groundwater Ingestion	Exposure Controlled	Residual groundwater contamination above Table C groundwater cleanup levels is present at the site. An environmental covenant has been recorded restricting installation of water wells without prior DEC approval.
Surface Water Ingestion	Pathway Incomplete	Surface water is not present on the site and was not impacted by contamination.
Wild and Farmed Foods Ingestion	Pathway Incomplete	Harvesting of wild and farmed foods does not occur at the site.
Exposure to Ecological Receptors	Pathway Incomplete	No aquatic or terrestrial exposure routes are present at the site.

Notes:

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

**DEC Decision**

Petroleum contamination remains in groundwater above levels suitable for unrestricted future use; however DEC has approved the use of institutional controls to limit potential future exposure and risk to human health or the environment. An environmental covenant 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. No groundwater wells shall be installed within contaminated area of the site without prior DEC approval.
2. Contaminated groundwater underlying the site may not be pumped, drained, dewatered; or used for irrigation, dust control, or any other purpose without prior DEC approval. If that use is approved by DEC, that use is still subject to all applicable treatment, monitoring, disposal, and permitting requirements.
3. Contamination may be present below 14 feet bgs in the soil beneath the former UST location, as shown in the attached figure and labeled as the “Area of Soil Contamination.” If buildings are constructed within 30 feet of this area, DEC must be notified and may require that Grantor complete an evaluation of vapor intrusion and mitigation of any vapor intrusion risks.
4. With respect to the site, 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.
5. Movement of use of contaminated material at the site 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 water, 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

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purposes in the future, such as aquaculture, additional characterization and treatment may be required to ensure the water is suitable for its intended use.

DEC has determined the cleanup is complete as long as the institutional controls are properly implemented, and no information becomes available that indicates residual contamination may pose an unacceptable risk. Movement or use of contaminated material in an ecologically sensitive area or in a manner that results in a violation of 18 AAC 70 water quality standards is prohibited.

The DEC 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 Environmental Covenant will be available online through the DEC Contaminated Sites Database at <https://dec.alaska.gov/Applications/SPAR/PublicMVC/CSP/SiteReport/24797>.

The ICs 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 DEC 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 <https://dec.alaska.gov/commish/review-guidance/> 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 any questions about this closure decision, please contact me at (907) 451-2127, or by email at [janice.wiegers@alaska.gov](mailto:janice.wiegers@alaska.gov).

Sincerely,



Janice Wiegers  
Project Manager

Enclosure: Recorded Environmental Covenant August 8, 2023

cc: DEC, Division of Spill Prevention and Response, Cost Recovery Unit  
Daryl Gottilla, Berkley Environmental  
David Nyman, Restoration Science & Engineering, LLC



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

### ENVIRONMENTAL COVENANT

Grantor(s): <sup>★</sup>Pomposa Porterfield, P.O. Box 670030, Chugiak Alaska 99567 <sup>★</sup>  
Grantee(s): Pomposa Porterfield, P.O. Box 670030, Chugiak Alaska 99567

Check the following:

Original Covenant

Amendment of Covenant

Return to <sup>★</sup>

#### 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 the Municipality of Anchorage, Chugiak, Alaska, is shown on the map attached as Appendix A, and is legally described as follows:

Lot 97B Smithson Subdivision Located in Section 9 Township 15 North,  
Range 1 West Seward Meridian, 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 an Alaska Department of Environmental Conservation (DEC or "Department")-listed contaminated site. The contaminated site here is commonly known as follows:

DEC Site Name: Circle S Grocery (the "Site")

DEC Hazard ID: 24797

Site Address: 22189 South Birchwood Loop Road, Chugiak, AK 99567

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 Site 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 DEC 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 (UST) 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>benzene, toluene, ethylbenzene, xylenes, gasoline range organics (GRO), and diesel range organics (DRO)</i>
Groundwater	<i>benzene, ethylbenzene, naphthalene</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, Pomposa Porterfield shall be considered the **Grantor**, and Pomposa Porterfield 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

The Circle S Grocery property Lot 97B of Smithson Subdivision is in Chugiak, Alaska is the site of historic gasoline releases from two regulated UST systems installed at the same location on the property. From 1995 to 2023 the site was the subject of multiple soil and groundwater investigations that have determined that delineation of soil and groundwater impacts is sufficient to allow the site to be assigned a status of cleanup complete with environmental covenants. GRO and volatile organic compound (VOC) contaminated soil was removed from and stockpiled at the site in 1995 and



sampling in 1999 showed this soil to meet cleanup levels (CULs.) Contamination above CULs remain in soil and groundwater west and north of the Circle S building but based on groundwater monitoring of the historic drinking water well serving both properties and monitoring wells MW-4 and MW-5, groundwater above CULs appears confined to the Site, depicted in (Figure 1, Appendix A.)

Soil with GRO and VOC concentrations above CULs remains west of the Circle S building above CULs at depths of greater than 14 feet below ground surface (bgs) and likely extends to groundwater encountered at a depth of more than 100 feet bgs. Potential exposure remains via contaminated groundwater and soil at the Site. New drinking water wells completed in a deeper groundwater zone and outside the limits of the identified groundwater contamination on Lots 97A and 97B have been shown to meet drinking water maximum contaminants levels and groundwater CULs. Potential for human health exposure remains should new construction occur without addressing potential vapor intrusion or include use of groundwater from within the Site.

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

1. No groundwater wells shall be installed on the contaminated area of the Site without prior DEC approval.
2. Contaminated groundwater underlying the Site 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. Contamination may be present below 14 feet bgs in soil beneath the former UST location, as shown in the attached figure and labeled as the "Area of Soil Contamination." If buildings are constructed within 30 feet of this area, DEC must be notified and may require that Grantor complete an evaluation of vapor intrusion and mitigation of any vapor intrusion risks.
4. 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.
5. With respect to the Site, 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.
6. Movement or use of contaminated material at the Site in a manner that results in a violation of 18 AAC 70 Water Quality Standards is prohibited.
7. 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.

Included in Appendix A is an As-built Survey of the Property drawn to scale that shows the property boundaries, locations of existing structures, the area that has been cleaned up, the approximate location and extent of remaining soil and/or groundwater contamination which is subject to the activity and use limitations described in this Covenant.

**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.

**Notification of Foreclosure Proceedings** – If, during ownership of the Property, any third party notifies the owner of the Property of the initiation of foreclosure proceedings on the Property, either orally or in writing, the Owner of the Property shall immediately notify DEC so that DEC can take actions to preserve this Covenant.

**Notices and Reporting** - Grantor shall report to DEC every 3 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](mailto: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 DEC and the then-current Holder. Other than DEC, 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 affect 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 – Map of the Property Showing Location of the Contamination**

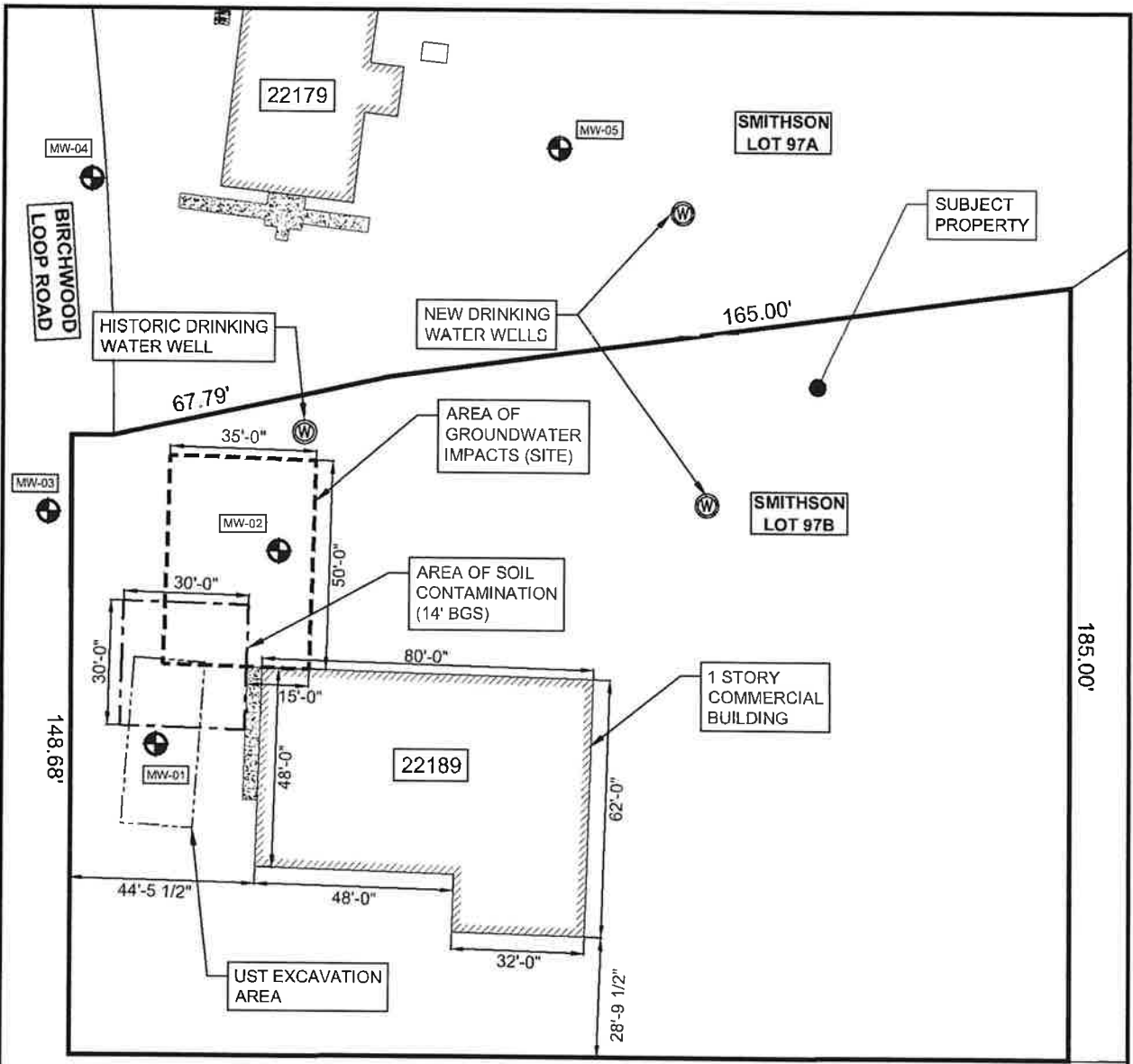
**Appendix B – Limited Liability Report**



**Appendix A**

**Map of the Property Showing Location of the Contamination**

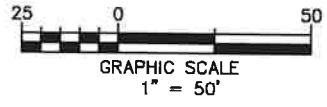




MCKINLEY VIEW AVENUE

**LEGEND**

- APPROXIMATE SUBJECT BOUNDARY
- APPROXIMATE PARCEL BOUNDARIES
- UST EXCAVATION LIMITS
- GROUNDWATER CONTAMINATION AREA
- SOIL CONTAMINATION
- DRINKING WELL
- MONITORING WELL



<b>CIRCLE S ENVIRONMENTAL COVENANT 22189 BIRCHWOOD LOOP</b>	
LOT 97B SMITHSON SUBDIVISION ENVIRONMENTAL COVENANT SITE MAP	<b>RESTORATION</b> Science & Engineering, LLC 911 West 8th Avenue, Suite 100 Anchorage, Alaska 99501 PH (907) 278-1023 FAX (907) 277-5718
<b>CHUGIAK, ALASKA</b>	
JOB NO: 23-2657	DRAWN: SWS
DATE: 06.14.2023	CHECKED: DN
<b>FIGURE 1</b>	



**Appendix B**  
**Limited Liability Report**







Stewart Title of Alaska  
480 E 36th Ave  
Anchorage, AK 99503  
Phone:  
Fax:

June 16, 2023

### LIMITED LIABILITY REPORT

Customer:  
OTHER - Buyer/Borrower Directed  
Attn: Buyer

Report No.: 2055729  
Fee: \$263.00  
Effective Date: June 5, 2023  
Recording District: Third Judicial District  
Property Address: 22189 Birchwood Loop Road, Chugiak, AK 99567  
Property Legal Description: Lot 97B, SMITHSON SUBDIVISION, according to the official plat thereof, filed under Plat No. 2013-102, in the records of the Anchorage Recording District, Third Judicial District, State of Alaska.

- A. Fee simple title to the Property is vested as follows:  
  
Pomposa L. Porterfield
- 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. 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.
10. Taxes and/or assessments due the Municipality of Anchorage.
11. Rights of the public and/or governmental agencies in and to any portion of said land included within the boundaries of any road right of way.
12. Easement for electrical transmission and/or telephone distribution and incidental purposes, including terms and provisions thereof:
  - Granted To : Matanuska Electric Association, Inc
  - Recorded : January 18, 1962
  - Book : 41
  - Page : 217
  - Affects : Blanket Easement
13. Easement for electrical transmission and/or telephone distribution and incidental purposes, including terms and provisions thereof:
  - Granted To : Matanuska Electric Association, Inc
  - Recorded : January 18, 1962
  - Book : 41
  - Page : 218
  - Affects : Blanket Easement
14. Easement for electrical transmission and/or telephone distribution and incidental purposes, including terms and provisions thereof:
  - Granted To : Matanuska Electric Association, Inc
  - Recorded : July 20, 1978
  - Book : 317
  - Page : 351
  - Affects : Blanket Easement
15. Slope easements, as dedicated and reserved on the plat of said subdivision.
16. Easements as shown on the plat of said subdivision.
17. Covenants and notes as shown on the plat of said subdivision.
18. Federal Tax Lien:
  - Against : Pomposa Porterfield
  - Amount : \$36,677.77, together with any other amounts due thereunder
  - Recorded : March 27, 2018
  - Serial Number : 2018-010666-0
19. Judgment entered in Superior Court for the State of Alaska, Third Judicial District
  - Case No. : 3AN-19-08456 CI
  - In favor of : Kevin Pitchford and Nanette Pitchford
  - Against : Pomposa Lucas Porterfield
  - Amount : \$136,055.39, together with any other amounts due hereunder
  - Recorded : January 28, 2020
  - Serial Number : 2020-003534-0
  - Attorney for Creditor: Thomas Amodio
20. The right, title and interest of the spouse of the vestee herein, if married, pursuant to Alaska Statute 34.15.010.



Stewart Title of Alaska

Kelly Harrington  
Authorized CounterSignature

Kelly Harrington, Title Officer



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301-2023-021438-0

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(S) SIGNATURE BLOCK

The undersigned Grantor warrants she/he holds the title to Lot 97B [property] Smithson Subdivision  
~~OR Lot 97A~~ [easement, right-of-way or other on the property] Smithson and has RP  
Chugiak Alaska  
Subdivision  
authority to execute this instrument.

EXECUTED this 19th day of July, 2023

Pomposa L. Porterfield owner  
Printed Name Title

Pomposa L. Porterfield 7-19-23  
Signature Date

-----INDIVIDUAL

THIS IS TO CERTIFY that on this 19th day of July 2023 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 19th day of July 2023 at  
COLUMBIA, ~~Alaska~~

TENNESSEE  
RP



Dillon Hughes RP  
Notary Public in and for the State of ~~Alaska~~ TENNESSEE

My Commission Expires: 01/20/2027

RP

-----CORPORATION

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ the undersigned personally appeared before me, acknowledged that she/he is the \_\_\_\_\_ [title] \_\_\_\_\_ of the corporation described herein and who signed and executed the within and foregoing instrument by free and voluntary act and deed of said corporation, pursuant to AS 46.04.300-46.04.390 for the uses and purposes therein.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ at



\_\_\_\_\_, Alaska.

\_\_\_\_\_  
Notary Public in and for the State of Alaska

My Commission Expires: \_\_\_\_\_

-----Representative

THIS IS TO CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ the undersigned personally appeared before me, acknowledged that she/he is the \_\_\_\_\_ [type of representative] \_\_\_\_\_ of \_\_\_\_\_ [name of Grantor] \_\_\_\_\_ described herein and who signed and executed the within and foregoing instrument to be the free and voluntary act and deed of the Grantor pursuant to AS 46.04.300-46.04.390 for the uses and purposes therein.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ at

\_\_\_\_\_, Alaska.

\_\_\_\_\_  
Notary Public in and for the State of Alaska

My Commission Expires: \_\_\_\_\_



Notice Approved by Authorized DEC Representative Date

8/4/23

Jason W Beune

Printed Name of Authorized DEC Representative

Commissioner

Title



