



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Environmental
Conservation

SPILL PREVENTION & RESPONSE
Contaminated Sites Program

610 University Avenue
Fairbanks, Alaska 99709
Main: 907.451.2143
Fax: 907.451.2155
www.dec.alaska.gov

File: 120.26.001

October 30, 2020
Jim Weymiller
CEM Leasing, Inc.
PO Box 70651
Fairbanks, Alaska 99707

Re: Decision Document: Former Interior Texaco/Alaska Mechanical
Cleanup Complete Determination – Institutional Controls

Dear Mr. Weymiller:

The Alaska Department of Environmental Conservation, Contaminated Sites Program (ADEC) has completed a review of the environmental records associated with the Former Interior Texaco/Alaska Mechanical located at 1600 Richardson Hwy, Delta Junction. Based on the information provided to date, it has been determined that the contaminant concentrations remaining on site do not pose an unacceptable risk to human health or the environment and no further remedial action will be required as long as the institutional controls are maintained and effective and no new information becomes available that indicates residual contamination poses an unacceptable risk.

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

Site Name and Location:

Former Interior Texaco/Alaska Mechanical
1600 Richardson Hwy
Delta Junction, Alaska 99737

Name and Mailing Address of Contact Party:

Jim Weymiller
CEM Leasing, Inc.
PO Box 70651
Fairbanks, Alaska 99707

ADEC Site Identifiers:

File No.: 120.26.001
Hazard ID.: 22862

Regulatory Authority for Determination:

18 AAC 78

Site Description and Background

The Property is an active fuel station, automobile repair shop, and two-story office/convenience store. Between 1971 and 1995, the fueling system consisted of three dispensing islands (at the northwest corner of the lot, and along the west and south side of the building), a pipe-loading rack (north of the building) and four underground storage tanks (USTs) also on the north side of the building. The four 12,000-gallon USTs included one diesel tank and three gasoline tanks. The old UST system was installed in 1971 and operated until 1995 when they were removed and replaced by regulated USTs located south of the building.

The store was built in 1966 and consisted of concrete block walls, concrete footing and slab. A stick framed second story was added to the store sometime later. A two-bay garage addition was built on the east side of the store in 1970. The garage was originally built on timbers with an earthen floor. A slab was added to the west bay sometime after the garage was built and in 1985 a slab was also added to the east bay. The north and south walls of the garage were later reframed to rest on the slab, while the east wall remains on timbers. The garage has been used for vehicle repair and fuel truck storage in winter months since it was built.

Asphalt covers part of the site along the south and west sides of the building. The ground surface on the north and east sides of the building is gravel. The business name has changed several times, including Alaska Mechanical Fuel Service, Interior Texaco, Buffalo Fuel and is currently named Buffalo Center Service. Prior to 2003, a drinking water well located less than 30 feet north of the USTs was the main water source for Kelly's Country Inn as well as the Former Interior Texaco shop and store. This well was tested eight times between 1997 and 2008 for petroleum hydrocarbons. All sampling results were below the practical quantitation limits for each test method and analyte. According to Alaska Division of Environmental Health Drinking Water Program, this well (State ID: I-WL001) is being used as an inactive emergency source.

In 2003, the drinking water well was replaced by a well installed approximately 300 feet north of the property to a depth of 240 feet below ground surface (bgs). The well log indicated a static water level of 90 feet below top of casing. Local well logs indicate that there may be a perched aquifer that is underlain at about 38 to 50 feet bgs by a dense, low- permeability silt and/or clay layer.

Contaminants of Concern

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

- GRO
- DRO
- Benzene
- Toluene
- Ethylbenzene
- Xylenes
- 1-Methylnaphthalene
- 2-Methylnaphthalene
- Naphthalene

Cleanup Levels

DRO, GRO, BTEX, 1-Methylnaphthalene, 2-Methylnaphthalene, and Naphthalene were detected in soil above the Method 2 migration-to-groundwater soil cleanup levels for the under 40-inch precipitation zone, established in 18 AAC 75.341(c), Table B1, and 18 AAC 75.341(d), Table B2.

GRO, DRO, benzene, ethylbenzene and xylene were detected in groundwater above the groundwater cleanup levels established in 18 AAC 75.345 Table C.

Table 1 – Approved Cleanup Levels

Contaminant	Soil (mg/kg)	Groundwater (mg/L)
GRO	300	1.5
DRO	250	1.1
Benzene	0.022	0.0046
Toluene	6.7	1.1
Ethylbenzene	0.13	0.015
Xylenes	1.5	0.190
1-Methylnaphthalene	0.41	0.011
2-Methylnaphthalene	1.3	0.036
Naphthalene	0.038	0.0017

mg/kg = milligrams per kilogram

mg/L = micrograms per liter

Characterization and Cleanup Activities

In October 1989 a petroleum release incident was reported to the ADEC. The 12,000-gallon underground gasoline tank failed a pressure test. The tank was emptied and taken out of commission.

Site characterization conducted under 18 AAC 78.090 started in June 1995 when four USTs and the associated piping and dispensers were removed. Lines that ran beneath the building were cut off and capped in place. Several lines were observed to be loose, threaded poorly and rusty. Grossly contaminated soil was encountered beneath the southern dispensing island and in the tank area. Contaminated soil from beneath the southern dispensing island was excavated and placed into a stockpile to the east of the building. Some contaminated soil that was excavated during the tank removal on the north side of the building was placed back into the excavation to stabilize the building which had been undermined during the excavation and the remainder was placed in a stockpile. Contaminated soil remained at the excavation limits and likely extended underneath the building. GRO was reported up to 12,000 mg/kg, DRO up to 8,600 mg/kg, benzene at 120 mg/kg, toluene at 990 mg/kg, ethylbenzene at 190 mg/kg, and xylenes at 1,600 mg/kg. Approximately 150 cubic yards (cy) of contaminated soil was placed in the stockpile during this UST removal event.

In 1997, four boreholes were advanced to depths between 20 and 36.5 feet below ground surface (bgs). Screened pipe sections were installed in two of the borings to act as passive soil vapor extraction (SVE) wells. Groundwater was occasionally observed in these SVE wells at approximately 33 feet and, based on local well logs, was suspected to be perched and ephemeral. DRO, GRO and BTEX were observed above migration to groundwater cleanup levels in these locations.

In 1999, six additional SVE wells were installed down to 34 feet bgs along the north side of the building where further excavation was limited due to building infrastructure. Wind-driven turbines were installed on the vent pipes to assist in removing soil vapors from the sub-surface. The SVE stacks were monitored with a

photoionization detector. Stack vapors ranged from 300 to 2,000 parts-per-million (ppm). Soil contamination was observed in each of the borings above cleanup levels.

Five groundwater sampling events were attempted between August 1999 and October 2000 using SVE wells MW-3 and MW-8. No water was present in these well during three of the events, however samples were collected in August 1999 and July 2000. DRO was measured up to 57.5 mg/L, GRO at 6.3 mg/L, benzene at 3.03 mg/L, toluene at 10.5 mg/L, and ethylbenzene at 1.0 mg/L in SVE well MW-3. DRO (3.38 mg/L), benzene (0.104 mg/L), ethylbenzene (0.0504 mg/L) were observed above cleanup levels in MW-8. Drinking water was also sampled at Kelly's Country Inn during each of these events and at additional events between 1997 and 2008. No contaminants were detected in the drinking water during the eight sampling events.

In 2008, soil samples were collected from the stockpile. Following receipt of the sample results, the ADEC approved closure of the stockpile. The stockpile was decommissioned, and the soil was reported to remain at the stockpile location.

In July of 2009, a soil gas assessment was conducted along the water line between Kelly's Country Inn and Interior Texaco to determine if the line was acting as a preferential pathway. A soil gas sample was collected within five feet of the water line at a depth of 8 feet bgs to match the apparent depth of the water line. No fuel-related analytes were detected in this sample however, acetone, 2-butanone, carbon disulfide, Freon 11 and Freon 12 were detected at levels less than ADEC's soil gas target levels.

A total of nineteen borings were advanced in September 2016 and October 2017. These borings were located upgradient and down gradient of the former USTs and western dispensing island and were advanced to depths of 35 to 50 feet bgs. This investigation concluded that the vertical extent of contamination ranges from 4 to 40 feet bgs. The horizontal extent of contamination ranges from approximately 20 feet south of the store to the northern property border shared with Kelly's Country Inn and from approximately 25 west of the store to beneath the building. Contamination has not been delineated beneath the building, however contamination was not observed in borings east of the building. The highest remaining contaminant concentrations in soil are presented in Table 2.

Groundwater characterization conducted in 2016 consisted of the installation of three temporary well points to 39 feet bgs at locations along the north and south sides of the known area of contamination as well as at a southeast upgradient location. These wells were sampled for GRO, DRO, BTEX and one well between the building and Kelly's country Inn was also sampled for PAHs. All analytes were less than their associated cleanup levels.

Based on the information obtained from the temporary well points installed in 2016, five permanent monitoring wells were installed and sampled during three events which occurred October 2017, July 2018, and September 2018. Groundwater samples collected from MW-13 during the October 2017 event were above the cleanup levels for DRO (2.23 mg/L), GRO (3.46 mg/L), benzene (0.00558 mg/L), ethylbenzene (0.139 mg/L) and xylenes (0.616 mg/L). However, no additional exceedances of the groundwater cleanup levels were observed during the two 2018 events in MW-13 and no other exceedances were observed in the other wells during the three sampling events. Initial sampling of MW-13 was slightly over 24 hours after the well had been installed. The initial exceedance may have been a result of soil contamination from above being introduced into the groundwater during well installation.

In November 2017 and August 2019 subslab soil gas samples were collected from beneath the shop floor and indoor air samples were collected from within the shop and the store. During the 2017 sampling event, 1,2,4-trimethylbenzene, dichlorodifluoromethane, and tetrachloroethylene, exceeded target levels in subslab soil gas

samples while 1,2,4-trimethylbenzene and trichloroethylene exceeded target levels in indoor air samples. During the 2019 sampling event, 1,2,4-trimethylbenzene, dichlorodifluoromethane, and tetrachloroethylene again exceeded target levels in subslab soil gas, however these analytes did not exceed target levels in indoor air samples. Benzene and chloroform exceeded target levels in indoor air samples, but not in subslab soil gas samples. Based on this information, indoor air appears to be impacted by confounding factors including products used both in the convenience store and in the shop/garage, and vapor intrusion appears to be sufficiently attenuated by the shop/garage slab and foundation.

GRO was reported above the maximum allowable concentration in three soil samples, however these results were flagged as biased high due to quality control failures. Groundwater samples collected downgradient from these location during three sampling events did not contain detectable levels of GRO. Therefore, GRO is not expected to be mobile.

Table 2 – Highest Contaminant Concentrations Remaining at the Site

Contaminant	Soil (mg/kg)
GRO	3400
DRO	12100
Benzene	0.647
Toluene	83.4
Ethylbenzene	37.4
Xylenes	746
1-Methylnaphthalene	65.3
2-Methylnaphthalene	91.7
Naphthalene	91.4

mg/kg = milligrams per kilogram

Cumulative Risk Evaluation

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

Based on a review of the environmental record, ADEC has determined that residual contaminant concentrations exceed the cumulative risk criteria for human health.

Cumulative risk at this site was calculated assuming a residential land use and using the highest detected concentrations of contaminants in all the soil samples collected between 2010 and 2017. The results indicate a cumulative carcinogenic cancer risk of 5 in 100,000 and a non-carcinogenic hazard index of 5. The potential cumulative risk is primarily via the soil inhalation pathway for ethylbenzene, naphthalene and xylene. The outdoor air soil inhalation exposure pathway is controlled as institutional controls are in place to limit future exposure and were memorialized in an environment covenant placed on the property on October 2020.

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 2 – Exposure Pathway Evaluation

Pathway	Result	Explanation
Surface Soil Contact	Exposure Controlled	GRO was observed above ingestion and inhalation levels and xylenes were observed above human health levels in one sample collected from 0 to 4 ft bgs. However, this area is covered by asphalt and institutional controls are in place to restrict exposure in this area.
Sub-Surface Soil Contact	Exposure Controlled	GRO and DRO were observed above ingestion levels and ethylbenzene, naphthalene and total xylenes were above human health levels from 2.5 to 15 feet bgs. However, institutional controls are in place to restrict exposure in these areas.
Inhalation – Outdoor Air	Exposure Controlled	Contamination remains in the sub-surface above the human health or inhalation cleanup levels but is primarily beneath the building or asphalt and volatilization to outdoor air is not expected to be significant from these areas. Institutional controls to manage the soil during future excavation are in place.
Inhalation – Indoor Air (vapor intrusion)	Exposure controlled	The responsible party has demonstrated that building foundation elements are attenuating vapor intrusion. Institutional controls to maintain the building floor slab are in place.
Groundwater Ingestion	De Minimis Exposure	Residual groundwater contamination has decreased and no longer appears to be impacting the shallow groundwater aquifer and does not appear to have impacted the deep aquifer where local wells are screened.
Surface Water Ingestion	Pathway Incomplete	Contaminants at the site are not expected to migrate to surface water.
Wild and Farmed Foods Ingestion	Pathway Incomplete	Contaminants of concern do not have the potential to bioaccumulate in plants or animals.
Exposure to Ecological Receptors	Pathway Incomplete	Contamination is only present in areas that are covered by a building, sidewalk, asphalt or an active gravel parking lot.

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

ADEC Decision

Petroleum contamination remains in surface and subsurface soil above levels suitable for unrestricted future use. Figure 1 delineates contaminated soil that remains above soil cleanup levels. Figure 2 provides a north-south cross-section showing soil contamination sampling locations that were above and below soil cleanup levels. Contaminated soil also extends some distance beneath the building, but it has not been delineated beneath the building footprint. ADEC 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 approved by all affiliated parties and has been recorded in the land records maintained by the Alaska Department of Natural Resources and a copy is attached to this letter.

Groundwater meets the applicable cleanup levels at the site. 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. Protection of Human Health, Safety, Welfare and of the Environment. The Grantor shall not engage in any activity on the Property that 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 the release of residual contamination that was contained as part of the remedial action or that creates a new exposure to residual contamination remaining on the Property.
2. In the event that the remaining contaminated soil becomes accessible in the future due to the building being removed, the landowner shall notify ADEC and characterize and, if determined necessary, cleanup the soil.
3. If the use of the building changes, or if other buildings are proposed for construction within the contaminated area, ADEC must be notified in advance and may require a vapor intrusion evaluation to determine if building occupants could be affected by vapors.
4. The Buffalo Service Center garage floor slab must be maintained to prevent intrusion of soil vapors from beneath the slab into the garage workspace. Any damage to the garage floor that would allow vapors from the soil to move into the workspace shall be reported to DEC within ten (10) days after discovery and shall be promptly repaired. Documentation of the repairs shall be submitted to DEC within 30 days.
5. No groundwater wells shall be installed in the area covered by the activity and use limitations without prior ADEC approval.
6. Excavation, drilling, and other intrusive activities below a depth of 1.5 feet within the area of possible soil contamination delineated in Figure 1 are prohibited, without prior review and approval from ADEC.
7. The Property shall not be used for residential purposes including use for child day care, educational facilities, playgrounds, hospitals or similar facilities, without prior review and approval from ADEC.
8. ADEC must be notified in advance of the subdivision or replat of the Property associated with these activity and use limitations. This covenant must be included as part of future property transactions and attached to subsequent associated parcels, as determined applicable by ADEC.
9. ADEC approval is required prior to moving any soil or groundwater off site where contamination remains above applicable cleanup levels (see Figure 1). A "site" as defined by 18 AAC 78.995(134) means an area that is contaminated, including areas contaminated by the migration of hazardous substances from a source area, regardless of property ownership. In the future, if soil will be excavated (or groundwater will be brought to the surface (for example to dewater in support of construction) it must be characterized and managed following regulations applicable at that time and ADEC approval must be obtained before moving the soil or water off the property.
10. Movement or use of contaminated material in a manner that results in a violation of 18 AAC 70 water quality standards is prohibited.

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

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

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

The institutional controls will be removed in the future if documentation is provided that shows concentrations of all residual hazardous substances remaining at the site are below the levels that allow for unrestricted exposure to, and use of, the contaminated media and that the site does not pose a potential unacceptable risk to human health, safety or welfare, or to the environment. Standard conditions 9-11 above will remain in effect after ICs are removed.

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

Appeal

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

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

Sincerely,

Shawn Tisdell
Project Manager

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

Enclosures: Recorded Environmental Covenant which includes site figure showing the extent of residual soil/groundwater contamination and boundaries of areas covered by ICs.

cc: Spill Prevention and Response, Cost Recovery Unit

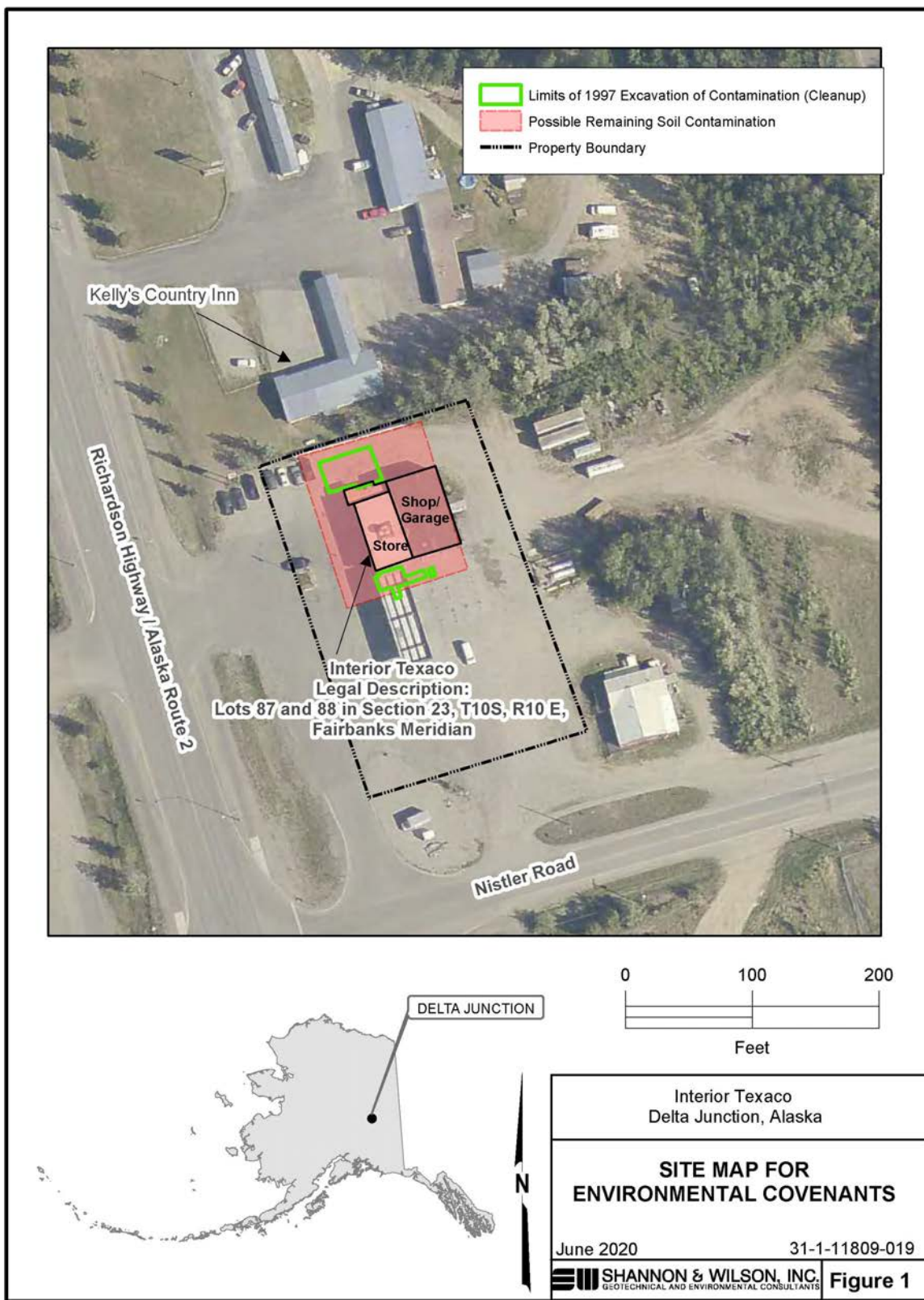


Figure 1

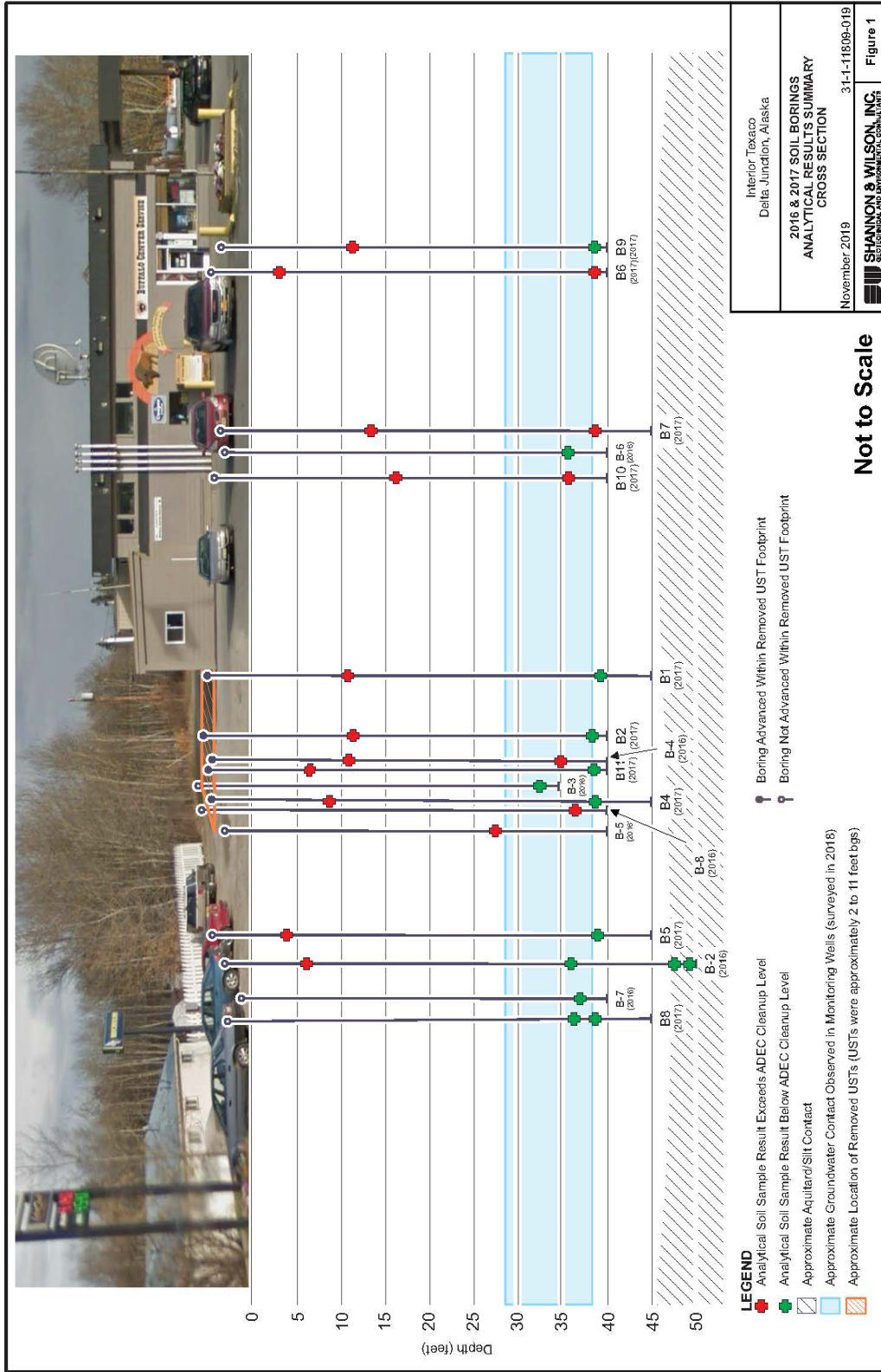


Figure 2: 2017&2018 North-South Cross-section



Environmental Covenant

Grantor: Delta Properties, LLC
PO Box 849
Delta Junction, AK 99737

Grantee: Delta Properties, LLC
PO Box 849
Delta Junction, AK 99737

Legal Description: Lots Eighty-seven (87) and eighty-eight (88) in Section Twenty-three (23), Township Ten (10) South, Range Ten (10) East, Fairbanks Meridian.

Recording District: Fairbanks

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

AND

Delta Properties, LLC
PO Box 849
Delta Junction, AK 99737

State Business- No Charge



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

ENVIRONMENTAL COVENANT

Grantor(s): Delta Properties, LLC.

Grantee(s)/Holder: Delta Properties, LLC.

Check the following:

- Original Covenant
- Amendment of Covenant

RECITALS

- I. This document is an environmental covenant (hereafter "Covenant") executed pursuant to AS 46.04.300 through 46.04.390, the Act adopting the Uniform Environmental Covenants Act (hereafter, "the Act") and 18 AAC 75.325-390, Site Cleanup Rules.
- II. This Covenant requires the Grantor to subject the Property to and comply with certain activity and use limitations as provided in the Act. The activity and use limitations are described in this Covenant and are necessary to protect human health, safety, welfare, or the environment and to ensure the integrity of the cleanup remedy conducted at the site. Environmental documents pertaining to the cleanup are available from the Alaska Department of Environmental Conservation (ADEC) at <https://dec.alaska.gov/spar/csp/>.
- III. The Property that is the subject of this Covenant is currently known as Buffalo Center Service and part of a site commonly known as
Former Interior Texaco/Alaska Mechanical
ADEC Hazard ID Number 22862
1600 Richardson Highway
Delta Junction, AK 99737
This Property is situated in Delta Junction, Alaska and is shown by a rectangle drawn on the site map attached as Appendix A. The Property subject to this Covenant is a portion of the land legally described as:

**Eighty-seven (87) and eighty-eight (88) in Section Twenty-three (23),
Township Ten South, Range Ten East, Fairbanks Meridian.**



- IV. The Property 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 (18AAC 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
Petroleum-contaminated soil 0-40 feet below ground surface	Gasoline range organics, diesel range organics, benzene, ethylbenzene, toluene, xylene, 1-methylnaphthalene, 2-methylnaphthalene, naphthalene

- V. ADEC enters into this covenant as a “Department” under the Act, with all attendant rights of a “Department” under the Act, which include, but are not limited to, having a right to enforce this Covenant. This is not an ownership interest and the rights of ADEC as a Department under the Act are not an interest in real property.
- VI. For purposes of indexing in the Recorder’s office’s Grantor-Grantee index only, Delta Properties, LLC. shall be considered the **Grantor**, and Holder Delta Properties, LLC shall be considered the **Grantee**.

COVENANT

Delta Properties, LLC., as Grantor hereby grants to Delta Properties, LLC as holder, and its successors, the following covenants and declares that the Property as described in the legal description set forth in Recital III above, which shall run with the Property until amended or terminate as provided herein 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.

Summary of Environmental Actions and Current Uses of the Land– The Property is an active fuel station, automobile repair shop, office, and convenience store. Prior to 1995, the fueling system consisted of three dispensing islands (at the northwest corner of the lot, and along the west and south side of the building), a pipe-loading rack (north of the building), and four 12,000-gallon underground storage tanks (USTs). The old UST system was installed in 1971 and operated until 1995. In 1995, four USTs, associated piping, and dispensing apparatus were taken out of service. Approximately 150 cubic yards of contaminated soil from the southern dispensing island was excavated and landfarmed until no further action was required. Petroleum-contaminated soil exists in the former underground storage tank area north of the building and at the former dispensing islands to the west and south of the store. Vertical migration of soil contamination is limited by a dense silt layer at approximately 40 feet below ground surface. Since the UST removal, a passive soil vapor extraction system was installed and ongoing characterization and sampling occurred until 2019.



There are two aquifers in the area; the shallow aquifer is a perched aquifer that is underlain at about 38 to 50 feet below ground surface (bgs) by a dense, low- permeability silt layer, the deep aquifer is at approximately 90 feet bgs. Groundwater in the shallow and deep aquifers are not contaminated with analytes above ADEC cleanup levels. The building is serviced by a well north of the Property, installed in the deep aquifer, at approximately 90 feet bgs.

Based on a 2019 vapor intrusion assessment, there is no evidence that vapor exposure or risk from the soil contaminants to workers or visitors is currently occurring. Vapors of 1,2,4-trimethylbenzene, dichlorodifluoromethane (Freon-12), and tetrachloroethylene (PCE) are present above ADEC's Target Levels for Subslab Soil Gas beneath the service garage floor. The source of these vapors is assumed to be associated with the use of products in the garage before the concrete floor was poured, and may indicate contaminated soil is present beneath the slab.

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

1. Protection of Human Health, Safety, Welfare and of the Environment. The Grantor shall not engage in any activity on the Property that 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 the release of residual contamination that was contained as part of the remedial action or that creates a new exposure to residual contamination remaining on the Property.
2. In the event that the remaining contaminated soil becomes accessible in the future due to the building being removed, the landowner shall notify ADEC and characterize and, if determined necessary, cleanup the soil.
3. If the use of the building changes, or if other buildings are proposed for construction within the contaminated area, ADEC must be notified in advance and may require a vapor intrusion evaluation to determine if building occupants could be affected by vapors.
4. The Buffalo Center Service garage floor slab must be maintained to prevent intrusion of soil vapors from beneath the slab into the garage workspace. Any damage to the garage floor that would allow vapors from the soil to move into the workspace shall be reported to DEC within ten (10) days after discovery and shall be promptly repaired. Documentation of the repairs shall be submitted to DEC within 30 days.
5. No groundwater wells shall be installed in the area covered by the activity and use limitations without prior ADEC approval.
6. Excavation, drilling, and other intrusive activities below a depth of 1.5 feet within the area of possible soil contamination delineated in Figure 1 are prohibited, without prior review and approval from ADEC.
7. The Property shall not be used for residential purposes including use for child day care, educational facilities, playgrounds, hospitals or similar facilities, without prior review and approval from ADEC.
8. ADEC must be notified in advance of the subdivision or replat of the Property associated with these activity and use limitations. This covenant must be included as part of future property transactions and attached to subsequent associated parcels, as determined applicable by ADEC.



9. ADEC approval is required prior to moving any soil or groundwater off site where contamination remains above applicable cleanup levels (see Figure 1). A "site" as defined by 18 AAC 78.995(134) means an area that is contaminated, including areas contaminated by the migration of hazardous substances from a source area, regardless of property ownership. In the future, if soil will be excavated (or groundwater will be brought to the surface (for example to dewater in support of construction) it must be characterized and managed following regulations applicable at that time and ADEC approval must be obtained before moving the soil or water off the Property.
10. Movement or use of contaminated material in a manner that results in a violation of 18 AAC 70 water quality standards is prohibited.
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 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.

Attached is a site survey 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 subject to the activity and use limitations described in this notice.

Conveyance of Interest – The Grantor, when conveying an interest in any part of the Property that might increase the risks posed by the contaminants identified in Recital IV, including but not limited to title, easement, leases, or other interest must notify ADEC at least 30 days prior to conveyance, and must include in any conveyance document a complete copy of this Covenant, or reference to its recorded document number.

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

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

Notices and Reporting Grantor shall report to ADEC every 5 years to document the status of compliance with the activity and use limitations described in this covenant. Such notice and the reports should be sent to the ADEC at:



Alaska Department of Environmental Conservation
Division of Spill Prevention and Response
Contaminated Sites Program
Attention: Institutional Controls Unit
P.O. Box 111800
Juneau, AK 99811-1800

Or be submitted electronically to CS.Submittals@alaska.gov

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

Access - ADEC, including its authorized employees, agents, representatives, and independent contractors, shall have the right of access to the Property granted in connection with implementation or enforcement of this covenant. This access is during commercially reasonable times with 24-hour advance notice unless these pre-requisites are waived in writing by Grantor or its successor.

Enforcement - ADEC, as a Department, and Grantor, as holder of the title to the Property; the persons and entities identified in this Covenant as "Successors" and lenders who hold the Property as collateral or security 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 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 – Grantor hereby represents and warrants to the ADEC, Holder(s), Grantor(s), and any other signatories to this Environmental Covenant that, at the time of execution of this Environmental Covenant, that the Grantor is lawfully seized in fee simple of the Property, that the

Grantor has a good and lawful right and power to sell and convey it or any interest therein, that the Property is free and clear of encumbrances, except those of record.

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

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



Liberal construction – Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the establishment of activity and use limitations that run with the land to affect 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 recorder's 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**
- Appendix C** **List of any subordination agreements**



GRANTOR(S) SIGNATURE BLOCK

The undersigned Grantor, an Alaska limited liability company acting in its corporate capacity, warrants it holds the title to the Property and has authority to execute this instrument.

EXECUTED this 15th day of Sept, 2020

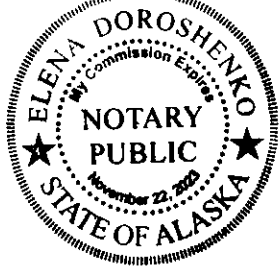
Susan C. Sandy Manager
Printed Name Title

Susan C. Sandy 9/15/20
Signature Date

----- COMPANY

THIS IS TO CERTIFY that on this 15th day of Sept 2020 the undersigned personally appeared before me, in her capacity as Manager-Member, acknowledged that she/he is the individual authorized to and who did sign and execute the within and foregoing instrument at her/his free and voluntary act and deed of said company pursuant to AS 46.04.300-46.04.390 for the uses and purposes therein.

WITNESS my hand and official seal this 15th day of Sept 2020 at Delta Jet, Alaska.



[Signature]
Notary Public in and for the State of Alaska
My Commission Expires: 11-22-2023

[Signature]
Notice Approved by Authorized ADEC Representative

10/2/2020
Date

JASON BEVNE
Printed Name of Authorized ADEC Representative

Commissioner
Title





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

LIMITED LIABILITY REPORT

FEE: \$255.00

Order No.: Y19-08822

Customer: Shannon & Wilson Geotechnical and Environmental Consultants

Reference No.: N/A

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

Effective Date: October 31, 2019 at 8:00 A.M.

Nikki Hines
Authorized Agent
nikki@yukontitle.com



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

Delta Properties, LLC, an Alaska Limited Liability

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

Fee Simple

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

Lots 87 and 88 in Section 23, Township 10 South, Range 10 East, Fairbanks Meridian, Alaska; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

EXCEPTING THEREFROM that certain pipeline and all appurtenances thereto constructed by United States, through, over, or upon the land herein described, and the right of the United States, its officers, agents, or employees to maintain, operate, repair, or improve the same so long as needed or used for or by the United States as disclosed by the Patents recorded July 9, 1962 in Book 142 at Page 171 and recorded August 2, 1962 in Book 143 at Page 242.

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

EXCEPTIONS:

NOTE: The subject property lies outside of an organized taxing district.

1. **Reservations and exceptions** as contained in the U.S. Patent.
2. **Reservation of easement for highway purposes** as disclosed by Public Land Order No. 601, dated August 10, 1949 and amended by Public Land Order No. 757, dated October 10, 1959; Public Land Order No. 1613, dated April 7, 1958; and Department of the Interior Order No. 2665 dated October 16, 1951, Amendment No. 1, thereto dated July 17, 1952 and Amendment No. 2, thereto, dated September 15, 1956, filed in the Federal Register.
3. **Right of public and governmental agencies** in and to any portion of said land included within the boundaries of **RICHARDSON HIGHWAY, pipeline, roads, trails or right of way.**
4. **The effect, if any, of STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES PROPOSED HIGHWAY PROTECT RIGHT OF WAY F-062-3(20) ALASKA DELTA JUNCTION-10MI.S.E.,** filed August 28, 1984 as Plat No. 84-196.
5. **Right-of-Way Easement**, including terms and provisions thereof, granted to **GOLDEN VALLEY ELECTRIC ASSOCIATION, INC.,** and their assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded October 19, 1971 in Book 265 at Page 294. (Blanket Easement as to Lot.88)
6. **Easement to operate, maintain, repair and patrol an overhead open wire and underground communication line or lines** and appurtenances thereto granted to **RCA ALASKA COMMUNICATIONS, INC.,** recorded January 20, 1971 in Book 253 at Page 177. (See instrument for area affected)

The interest of **RCA ALASKA COMMUNICATIONS, INC.,** was assigned to **ALASKA TELEPHONE COMPANY** by Assignment recorded May 10, 2004 as Instrument No. 2004-009835-0.



7. **Any facts, rights, interest or claims** which a correct survey of said land would show.

8. **Rights of parties in possession** by reason of unrecorded leases, if any.

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

Amount: \$130,000.00
 Trustor: **CEM LEASING, INC, AN ALASKA CORPORATION**
 Trustee: **YUKON TITLE COMPANY, INC**
 Beneficiary: **CHADDIE R. KELLY**
 Dated: May 2, 1995
 Recorded: 900
 Instrument No. 574
 (Affects Lot 87 and other property)

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

Amount: \$475,000.00
 Trustor: **CEM LEASING, INC., AN ALASKA CORPORATION**
 Trustee: **YUKON TITLE COMPANY, INC.**
 Beneficiary: **BERNARD H. SAUPE AND JUDITH K. SAUPE**
 Dated: July 31, 1997
 Recorded: August 14, 1997
 Book: 1018
 Page: 945
 (Affects Lot 88 and other property)

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

Amount: \$600,000.00
 Trustor: **SUSAN C. KEMP, YVONNE A. ECHO-HAWK AND THEODORE J. ECHO-HAWK AKA THEODORE J. HAUGEN**
 Trustee: **FAIRBANKS TITLE AGENCY, INC.**
 Beneficiary: **CEM LEASING, INC., AN ALASKA CORPORATION**
 Dated: March 3, 1998
 Recorded: March 4, 1998
 Book: 1053
 Page: 17
 (Affects Lots 87 and 88 and other property)

Substitution of Trustee, recorded July 16, 2012 as Instrument No. 2012-013452-0.

New Trustee: **YUKON TITLE COMPANY, INC.**

Modification to Deed of Trust recorded June 13, 2013 as Instrument NO. 2013-010689-0.

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

Amount: \$658,475.00
 Trustor: **DELTA PROFESSIONAL DEVELOPMENT, INC. AND DELTA PROPERTIES, LLC**
 Trustee: **YUKON TITLE COMPANY, INC.**
 Beneficiary: **FAIRBANKS FUEL DISTRIBUTORS, INC.**
 Dated: October 11, 2013
 Recorded: October 15, 2013
 Instrument No. 2013-018990-0
 (Affects Lots 87 and 88 and other property)

13. **The right, title and interest of DELTA PROFESSIONAL DEVELOPMENT, INC.,** Trustor on Deed of Trust recorded October 15, 2013 as Instrument No. 2013-018990-0.



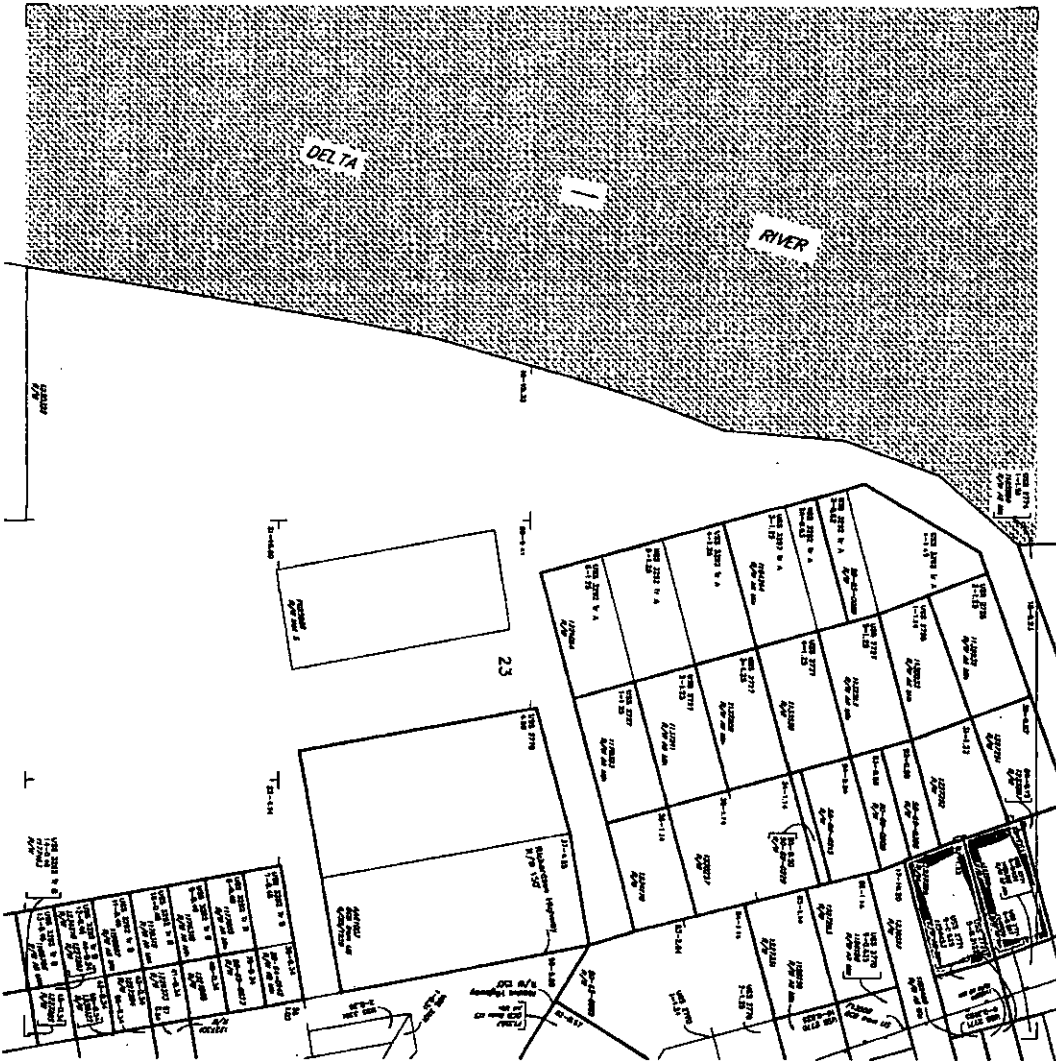


14. **Any bankruptcy proceeding not disclosed** by the acts that would afford notice to said land, pursuant to Title 11, U.S.C. 549 (c) of the Bankruptcy Reform Act of 1978 and amendments thereto.
15. **Occupant(s) or any parties** whose rights, interests or claims are not shown by the public records but which could be ascertained by an inspection of the land described above by making inquiry of persons in possession thereof, including but not limited to, any lien or right to a lien for services, labor or material theretofore or hereafter furnished.

IMPORTANT - READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFORE, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT YUKON TITLE'S PRIOR WRITTEN CONSENT. YUKON TITLE DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT YUKON TITLE'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT YUKON TITLE WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. YUKON TITLE MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.



SURVEYED TOWNSHIP 10 SOUTH RANGE 10 EAST OF THE FAIRBANKS MERIDIAN, ALASKA



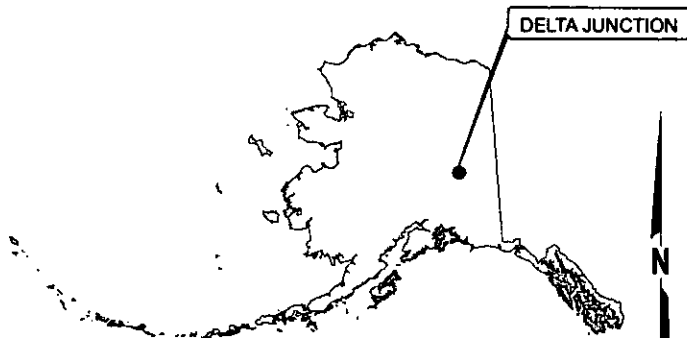
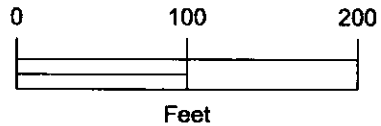
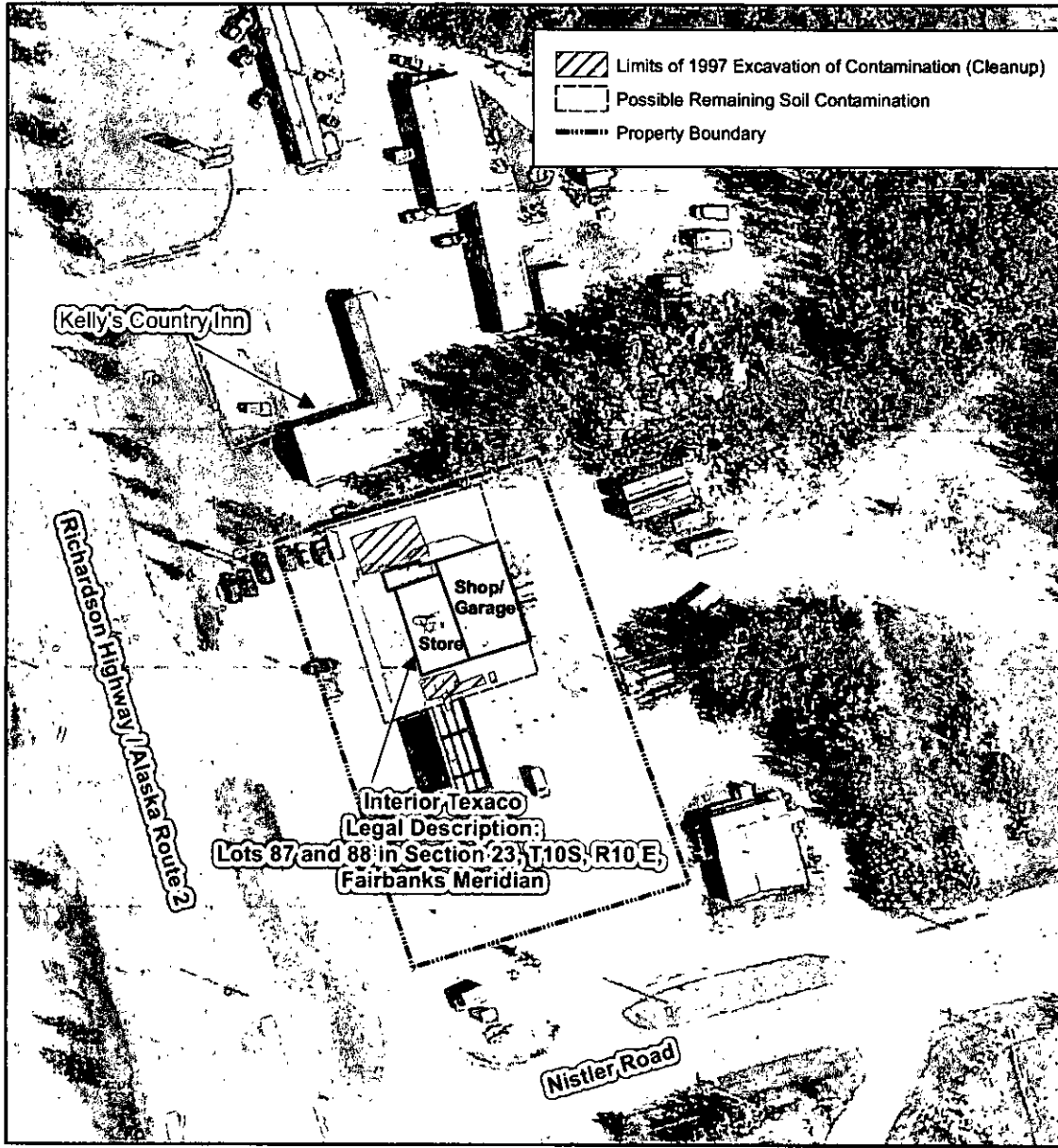
STATUS OF PUBLIC DOMAIN
LAND AND MINERAL TITLES

MTP
SUPPL SEC 23 NW1/4

FOR CLARITY PURPOSES, THE LIST OF LANDS
HEREIN IS NOT INTENDED TO BE A COMPLETE
LIST OF ALL LANDS WITHIN THE SECTION.
FOR A COMPLETE LIST OF LANDS WITHIN THE SECTION,
SEE THE ORIGINAL SURVEY RECORD.

COMMITTEE ID	10-10-1018
DATE	10-10-1018
BY	ACAD





Interior Texaco Delta Junction, Alaska	
SITE MAP FOR ENVIRONMENTAL COVENANTS	
September 2020	31-1-11809-019
SHANNON & WILSON, INC. GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS	Figure 1

