

A  
L  
A  
S  
K  
A

2022 - 011626 - 0

Recording District 401 Fairbanks  
08/04/2022 11:44 AM Page 1 of 35



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

**DO NOT DETACH**

**(FAIRBANKS RECORDING DISTRICT)  
ENVIRONMENTAL COVENANT AND CONSENT TO ACCESS**

This Environmental Covenant and Consent to Access ("Environmental Covenant") is made this 26 day of July, 2022 by the State of Alaska, Department of Natural Resources ("DNR"), whose address is 3700 Airport Way Fairbanks AK 99709, as both Grantor and Holder/Grantee as further identified in paragraph 2 below, pursuant to the Uniform Environmental Covenants Act ("UECA") AS 46.04.300 - 46.04.390 for the purpose of subjecting the Property (as defined below) to the Activity and Use Limitations and Institutional Controls described herein.

1. **Property.** DNR, as Grantor, is the owner (on behalf of the State of Alaska)<sup>1</sup> of certain real property (the "Property") subject to this Environmental Covenant. The Property is located within the SE1/4NE1/4SW1/4 of Section 26, Township 7 North, Range 15 East, Fairbanks Meridian, Alaska being within the Fairbanks Recording District, Fourth Judicial District, State of Alaska, and more particularly as follows:

Alaska State Land Survey No. 94-99, recorded on March 20, 1996, as Plat No. 96-29, containing 1 acre, more or less., and is depicted and described in Appendix A.

2. **Holder and Grantee for the purposes of indexing.** DNR is, in addition to being the Grantor, the Holder and Grantee of this Environmental Covenant as those terms are used in UECA, and specifically as defined in AS 46.04.390(4). Likewise, DNR is Grantee for the purposes of indexing pursuant to AS 46.04.320(a)

3. **Environmental Response Project and Administrative Record.**

A. This Environmental Covenant is a component of an environmental response project as defined in UECA, AS 46.04.300(a) and .390(3).

B. The Property is a parcel within Alaska State Land Survey No. 94-99, Alaska where a response action is being performed by the United States Air Force ("USAF") pursuant to Sections 104 and 120 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. §§ 9604 and 9620. This Environmental Covenant and associated Activity and Use Limitations (described below) are required, in connection with the environmental response project, to prohibit the unauthorized use of, and protect against exposure to contaminated soil.

This Environmental Covenant has been approved by DNR and DEC and has been reviewed by USAF prior to signature.

---

<sup>1</sup> The term "owner," when applied to DNR in this document, refers to DNR in its State lands management capacity as described in AS 38.05.035.

Environmental Covenant, AS 46.04.300 North Remote 2-ZZ088

Page 1 of 9



C. DNR agrees to cooperate fully with DEC and the USAF in the implementation, operation, and maintenance of all CERCLA response actions on the Property, recognizing that USAF, consistent with CERCLA and any interim and final Records of Decision, will be responsible to undertake all such response actions. USAF's responsibilities are described in the "Land Use Control Implementation and Management Plan ("LUC Plan") attached hereto as Appendix B.

D. The Administrative Record for the environmental response project that impacts the Property may be accessed online at <https://ar.afcec-cloud.af.mil/> under the installation name Eielson Air Force Base, AK – Site ZZ088 North Remote 2; the release/cleanup is documented in the DEC contaminated sites database at <https://dec.alaska.gov/Applications/SPAR/PublicMVC/CSP/Search/> under Hazard ID number 26003; and in DNR's Land Administration System (LAS) at <http://dnr.alaska.gov/projects/las/> as ADL 421149.

4. **Grant of Covenant. Covenant Runs with the Land.** As Grantor, DNR creates this Environmental Covenant pursuant to UECA so that the Activity and Use Limitations, Rights of Access, and other affirmative obligations and conditions set forth herein shall "run with the land" in accordance with AS 46.04.310(a) and shall be binding on DNR, its successors and assigns, and on all present and subsequent owners, and current and future occupants, lessees or other persons holding or acquiring an interest in the Property.

5. **Activity and Use Limitations.** The following Activity and Use Limitations apply to the Property:

A. **Engineering controls-A concrete cap will isolate lead contaminated soil and rock from potential receptors.** There shall be no disturbance, removal, or interference with the cap.

B. **Restrictions Related to Soil**—Approval from DEC is required prior to moving any soil. In the future, if soil will be excavated it must be characterized and managed following regulations applicable at that time. Movement or use of contaminated material in a manner that results in a violation of 18 AAC 70 water quality standards is prohibited.

6. **Consent to Access.** DNR hereby consents to officers, employees, contractors, and authorized representatives of DEC and the USAF entering and having continued access to the Property at reasonable times for the purpose of:

---

<sup>2</sup> The LUC Plan has been approved by DNR and signed by USAF to affirm its agreement to perform the land use controls described therein. The LUC Plan is consistent with the USAF's responsibility to implement land use controls in accordance with the CERCLA Record of Decision. The LUC Plan may be amended by written agreement between DNR (or any subsequent owner of the property), DEC, and USAF. Any amended LUC Plans will be marked as amended versions of Appendix B to this Environmental Covenant, and will supersede prior iterations.



- A. Implementing, operating and maintaining the environmental response project referenced in paragraph 3 above;
- B. Monitoring and conducting periodic reviews of the environmental response project referenced in paragraph 3 above including without limitation, sampling of sediments and soil, and as necessary air, water, and groundwater;
- C. Verifying any data or information submitted to DEC or the USAF; and
- D. Verifying that no action is being taken on the Property in violation of the terms of this Environmental Covenant, the environmental response project referenced in paragraph 3 above, or of any federal or state environmental laws or regulations.

The terms and conditions of DEC and USAF's access are described in Appendix B. However, nothing in this Environmental Covenant or Appendix B shall limit or otherwise affect DEC and/or USAF's rights of entry and access for the purpose of emergency response actions under CERCLA, the National Oil and Hazardous Substances Pollution Contingency Plan (NCP, 40 Code of Federal Regulations (C.F.R.) Part 300 – 399), or other federal and state law.

**7. Reserved Rights of Grantor.**

- A. Subject to any additional restrictions described in a future deed of conveyance, easement, right-of-way agreement, lease, permit, or assignment DNR, as Grantor, hereby reserves unto itself, its assigns, lessees and occupants, all rights and privileges in and to the use of the Property that are not incompatible with the Activity and Use Limitations identified herein.
- B. DNR in its capacity as a manager of waters of the State in accordance with AS 41.15, reserves the authority to regulate the use of the State's groundwater and surface waters on, below, or otherwise appurtenant to the Property. No rights or privileges with respect to such regulation shall pass to any to any other person or entity by virtue of this environmental covenant.

**8. No Prohibition Against Access and Use for Compatible Purposes:** This Environmental Covenant shall not be deemed to prohibit the lease, occupation or conveyance of the Property for commercial, resource development, recreational, or other purposes that are compatible with this Environmental Covenant and the Appendices hereto.

**9. Future Conveyances, Notice and Reservation:**

- A. DNR shall include in any future instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases, and land use permits, a notice and reservation which is in substantially the following form:



NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT AND CONSENT TO ACCESS DATED \_\_\_\_\_, 20, RECORDED IN THE PUBLIC LAND RECORDS ON \_\_\_\_\_, 20, IN BOOK \_\_\_\_\_, PAGE, OF THE \_\_\_\_\_ RECORDING DISTRICT (S) REPEAT AS NECESSARY], ALASKA, IN FAVOR OF HOLDER, AND ENFORCEABLE BY THE STATE OF ALASKA.

B. DNR and any subsequent owner shall provide written notice to DEC and the USAF within 30 days prior to any conveyance of fee title to the Property or any portion of the Property. The notice shall identify the name and contact information of the intended new owner in fee, and the portion of the Property to be conveyed to that owner.

C. DNR and any subsequent owner shall notify DEC at least 45 days prior to DNR's petitioning for or filing of any document initiating a rezoning of the Property; or any proposed land use changes or applications for building permits that are inconsistent with the provisions herein.

10. **Reporting.**

DNR and any subsequent owner shall report to DEC every five (5) years to document the status of compliance with the Activity and Use Limitations required by this Environmental Covenant. Such reports and any other communications shall be transmitted to DEC via the email address or mailing address listed at paragraph 15.

11. **Enforcement and Compliance.**

A. Civil Action for Injunction or Equitable Relief. This Environmental Covenant may be enforced through a civil action for injunctive, declaratory, monetary, or other relief for any violation of any term or condition of this Environmental Covenant. Such an action shall be venued in Alaska. Such an action may be brought individually or jointly by any party listed in AS 46.04.335, and specifically by:

1. DEC,
2. DNR

B. Other Authorities Not Affected. No Waiver of Enforcement. All remedies available here under shall be in addition to any and all other remedies at law or in equity, including CERCLA. Nothing in this Environmental Covenant affects DEC or the USAF's authority to take or require performance of response actions to address releases or threatened releases of hazardous substances, pollutants, or contaminants at or from the Property, or to enforce a consent order, consent decree, or other settlement agreement entered into by, DNR, DEC, or the USAF. Enforcement of the terms of this Environmental Covenant shall be at the discretion of the parties authorized to enforce; and any forbearance, delay or omission to exercise its rights under this Environmental Covenant in the event of a breach of any term of this Environmental Covenant shall

Environmental Covenant, AS 46.04.300 North Remote 2-ZZ088

Page 4 of 9



not be deemed to be a waiver of such term or of any subsequent breach of the same or any other term, or of any of the rights of a party.

C. Former Owners and Interest Holders Subject to Enforcement. Unless otherwise required by law, a fee owner or other person having any right, title or interest in or to the Property at a time when this Environmental Covenant is or was in effect remains subject to enforcement with respect to any violation of this Environmental Covenant that occurred during that person's period of ownership or interest. This applies regardless of whether, at the time the violation is discovered, the owner or other person has subsequently conveyed fee title or other right, title or interest, to another.

12. No Waiver of Environmental Covenant: This Environmental Covenant may not be waived, extinguished, limited, or impaired through issuance of a tax deed, foreclosure of a tax lien, or application of the doctrine of adverse possession, prescription, abandonment, waiver, lack of enforcement, or acquiescence, or similar doctrine as set forth in AS 46.04.325(f).

13. Representations and Warranties: DNR hereby represents and warrants that, at the time of execution of this Environmental Covenant, DNR lawfully manages, controls, and holds title to the Property on behalf of the State, and that DNR has a good and lawful right and power to bind the Property as provided in this Environmental Covenant.

14. Amendment or Termination. This Environmental Covenant may be amended or terminated if the amendment or termination complies with AS 46.04.325 and AS 46.04.330 and is signed by DNR and DEC. Written notice of any proposed amendment or termination shall be provided to USAF.

15. Notices and Reporting: Any notice, demand, request, consent, approval, or communication that a party desires or is required to give to another party shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

Department of Natural Resources  
Division of Mining, Land & Water:  
3700 Airport Way  
Fairbanks, AK 99709

To United States Air Force:

Attn: Environmental Restoration Project Manager, AFCEC/CZOP  
10471 20<sup>th</sup> Street, Suite 345  
JBER, AK 99506

To 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

Environmental Covenant, AS 46.04.300 North Remote 2-ZZ088

Page 5 of 9



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

**16. Recording and Notice of Environmental Covenant, Amendments and Termination.**

A. The Original Environmental Covenant. An Environmental Covenant must be recorded in the Recorder's Office, Department of Natural Resources, State of Alaska. Within 30 days after DEC signs and delivers this Environmental Covenant to Grantor, Grantor shall record this Environmental Covenant in the Department of Natural Resources, State of Alaska Recorder's Office in which the Property is located.

B. Termination, Amendment or Modification. Within 30 days after DEC signs and delivers to owner in fee any termination, amendment or modification of this Environmental Covenant, the owner shall record the amendment, modification, or notice of termination of this Environmental Covenant in the Recorder's Office in which the Property is located.

C. Providing Notice of Covenant, Termination, Amendment or Modification. Within 30 days after recording this Environmental Covenant, Grantor shall transmit a copy of the Environmental Covenant in recorded form to:

- i. DEC;
- ii. USAF;
- iii. each person or entity holding a use right or other use interest in the groundwater or surface waters of the Property identified in Appendix A;
- iv. each person in possession of the Property; and
- v. if applicable, each political subdivision in which the Property is located.

Within 30 days after recording a termination, amendment or modification of this Environmental Covenant, the owner in fee shall transmit a copy of the document in recorded form to the persons listed in items i. to vi. above.

**17. General Provisions:**

A. Controlling law: This Environmental Covenant shall be construed according to and governed by the laws of the State of Alaska and the United States of America. Any disputes concerning this Environmental Covenant shall be adjudicated in Alaska.

B. Liberal construction: Any general rule of construction to the contrary notwithstanding, this Environmental 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 Environmental Covenant and the policy and purpose of the environmental response project and its authorizing laws. If any provision of this Environmental Covenant is found to be ambiguous, an interpretation consistent with the purpose of this Environmental Covenant that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. No Forfeiture: Nothing contained herein will result in a forfeiture or reversion of



THE UNDERSIGNED REPRESENTATIVE OF THE GRANTOR REPRESENTS AND CERTIFIES THAT HE/SHE IS AUTHORIZED TO EXECUTE THIS ENVIRONMENTAL COVENANT.

IN WITNESS WHEREOF, THIS INSTRUMENT HAS BEEN EXECUTED ON THE DATES INDICATED BELOW:

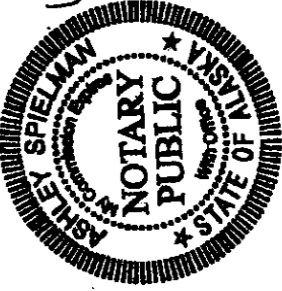
By Corri Feige FOR THE GRANTOR:  
(signature)

Corri Feige  
Commissioner  
Department of Natural Resources

State of Alaska )  
) SS.

Borough of Fairbanks North Star

This instrument was acknowledged before me on June 16, 2022, by Corri Feige, the Commissioner for the Department of Natural Resources, a state agency, on behalf of the State of Alaska.



Ashley Spielman  
Notary Public  
My Commission Expires





Grantor's title in any respect.

D. 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.

E. Captions: The captions in this Environmental Covenant have been inserted solely for convenience of reference and are not a part of this Environmental Covenant and shall have no effect upon construction or interpretation.

18. Effective Date. This Environmental Covenant is effective on the date of recording in the public lands record.

19. List of Appendices:

Appendix A -- Map of the Property

Appendix B -- LUC Plan

[Signature Pages to follow]



FOR THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION

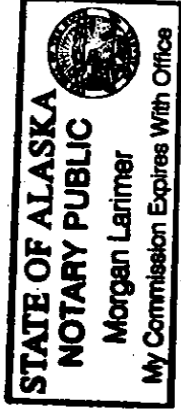
By [Signature] (signature)

Jason Brune,  
Commissioner  
Department of Environmental Conservation

State of Alaska )  
                          )SS.  
Borough of Fairbanks North Star)

This instrument was acknowledged before me on July 26, 2022, by Jason Brune, the Commissioner for the Department of Environmental Conservation, a state agency, on behalf of the State of Alaska.

[Signature] (signature)  
Notary Public  
My Commission Expires with office



Fairbanks Recorder's Office

State Business

No Recording Fees or Charges



**Attachment A  
Site Location**

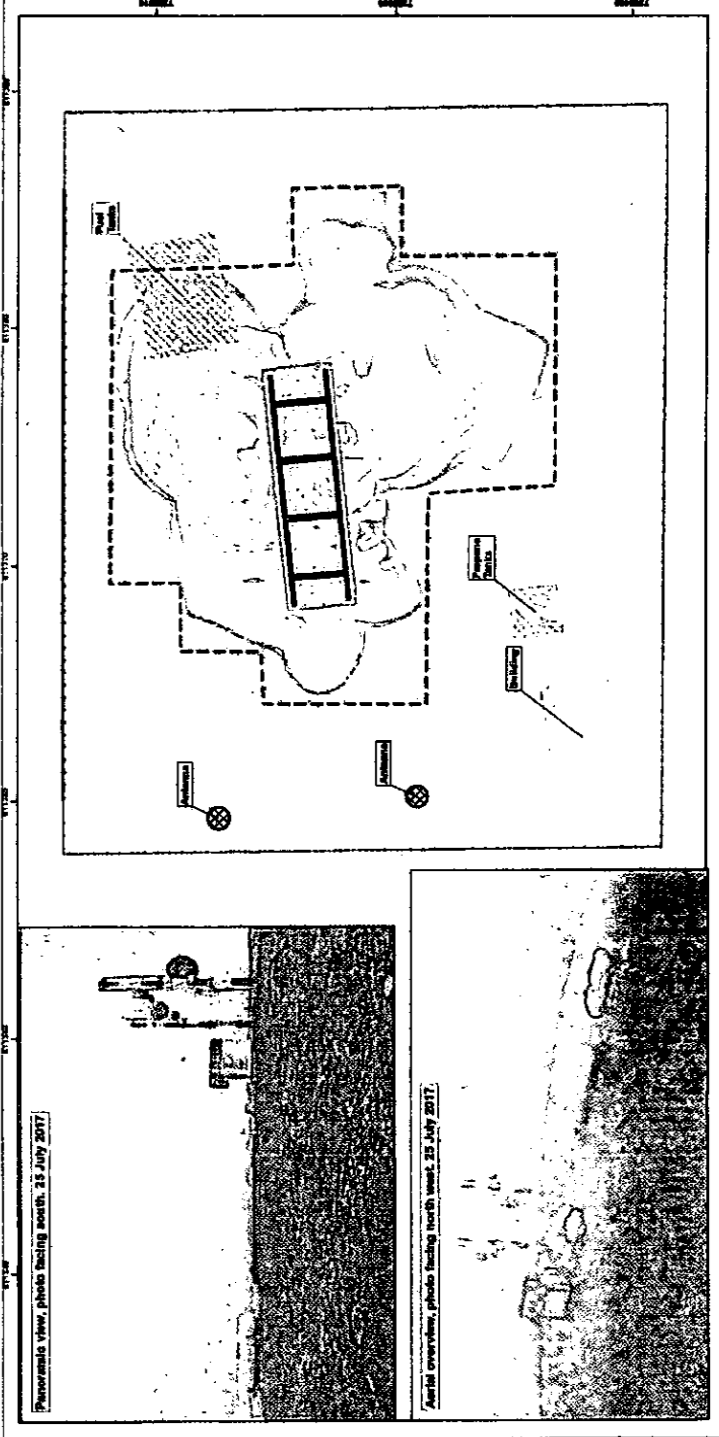
**Attachment  
Preliminary Decision  
ADL 421149**



**Page 12 of 35  
401 – 2022 – 011626 – 0**







- Estimated Extent of COC Contamination in Soil < 100
- Proposed Bulk Land Use 101 - 10000
- Control Area
- Concrete Cap
- Frame
- Arteries
- Tanks
- Building

**Notes:**  
 Total estimated area of COC contamination is 3,100 square feet.  
 Total area of the concrete cap is 300 square feet.  
 For definitions, refer to the Acronyms and Abbreviations section.



Z2088  
 LAND USE CONTROL AND COC CONTAMINATION EXTENT  
 2018 DECISION DOCUMENT  
 EURLON AIR FORCE BASE, ALABAMA  
 JACOBS | 22 AUG 2018 | A. BEAUSANG



**Attachment B  
USAF Land Use Control Implementation Plan and Land Use Control  
Management Plan**

**Attachment  
Preliminary Decision  
ADL 421149**



**Page 16 of 35  
401 - 2022 - 011626 - 0**



# ZZ088 IC/LUC Information Packet for Alaska DNR



## Table of Contents

- Brief explanation
- Land Use Controls excerpt from ZZ088 Decision Document
- Map Pages excerpt from ZZ088 Decision Document
- Concrete Cap Model
- Eielson AFB Annual Land Use Control Checklist



This information packet is designed to provide Land Use Control (LUC) general information to Alaska DNR as it pertains to ZZ088 North Remote 2. The ZZ088 Decision Document is final and has been signed by AFCEC/CZO and ADEC DSMOA. The following pages provide LUC information as it is presented in the ZZ088 Decision Document, graphics of the area, a depiction of the concrete cap that will be placed at ZZ088, and the LUC Checklist that will be used during inspections. Any questions can be directed to the Eielson AFB Environmental Restoration Program.



## 6.0 LAND-USE CONTROLS

LUCs are legal, administrative, and/or physical mechanisms for implementing restrictions to land use and access in order to limit the exposure of future landowners and/or users of the property to hazardous or toxic substances and/or to maintain the integrity of the remedial action until the property is suitable for UU/UE. The USAF is responsible for implementing, maintaining, reporting on, and enforcing LUCs. The USAF retains ultimate responsibility for remedy integrity. LUCs are implemented in accordance with the *Air Force Land-Use Control Checklist for Active-Duty Bases on the National Priorities List* (USAF 2015):

### Resource Uses and Risk-Exposure Assumptions.

- a. The State of Alaska has designated all groundwater of the state as potential drinking water. Eielson AFB does not currently use groundwater at or downgradient of the site as a drinking water source and does not plan on doing so in the future. Therefore, the drinking water pathway is incomplete and will remain incomplete.
- b. The Base General Plan designates land use at this source area as industrial for both current and future classification. However, for the purpose of this Decision Document, contamination at the source area was assessed for residential UU/UE.

**Risks Necessitating the LUCs.** Under the preferred alternative, residual soil contamination is not safe for either residential use or for industrial or construction workers involved in soil disturbance. LUCs are therefore necessary to preclude such uses and to control the disposition and use of any soil excavated from ZZ088.

### Performance Objectives.

- a. Prevent access to or use of soil until the cleanup level is met.
- b. Prohibit the development or use of property for residential housing, elementary and secondary schools, or childcare facilities and playgrounds.

**Location of LUCs.** The proposed soil LUC area is shown on Figure A-3.

**Duration of LUCs.** LUCs will be maintained until the concentration of lead in soil is at a level that allows for UU/UE.



**Description of each LUC and how it Achieves Specific LUC Performance.** The internal procedures and regulatory requirements that Eielson AFB, in coordination with DNR when appropriate, will use to implement the LUCs include but are not limited to the following:

- a. **Base Civil Engineer Work Requests** – One tool for achieving the LUC performance objectives is Air Force (AF) Form 332 (AF332) or Base Civil Engineer Work Request. This form must be submitted and approved before the start of any construction project at Eielson AFB. One step in the approval process for this form is a comparison of the construction site with all constraints that are described in the Base General Plan. The AF332 serves as the document for communicating any construction constraints to the appropriate offices. Any constraints at the site will result in the disapproval of the form unless the requester makes appropriate modifications to the construction plans.
- b. **Excavation Permits** – Eielson AFB also uses the AF Form 103 (AF103), Base Work Clearance Request or Excavation Permit, to enforce soil disturbance restrictions. The requester submits the permit to the 354th Civil Engineer Squadron (354 CES) for any project that involves mechanical soil excavation, such as trench digging for underground utilities or soil excavation for building foundations. If constraints involving soil disturbance or worker safety exist at the excavation area, the permit describes the appropriate procedures that workers must implement before the start of excavation to prevent unknowing exposure to contamination.
- c. **Base Environmental Impact Analysis Process (EIAP)** – An EIAP is conducted pursuant to the National Environmental Policy Act, as promulgated for the USAF in 32 Code of Federal Regulations 989, to assess the potential environmental impact of any federal action initiated by or involving Eielson AFB. AF Form 813 (AF813) initiates the EIAP. Both AF332s and excavation permits are subject to an evaluation under the EIAP. The proponent of a proposed action is required to submit the AF332 or excavation permit with AF813 so that the appropriate environmental analysis of the proposed action and alternatives to the proposed action is accomplished prior to any construction or excavation activities. The EIAP works to ensure proposed construction and excavation sites take into account the constraints that are described in the Base General Plan and known to the AFCEC Environmental Restoration Installation Support Team. The EIAP also ensures that all environmental factors, such as LUCs, are considered in the selection of locations for construction projects.
- d. **Eielson AFB General Plan** – The Base General Plan is a long-range planning tool that designates current and future land uses. It also provides a framework for selecting the locations of future facilities needed to carry out the base mission. The Base General Plan describes the specific LUCs for each site, the reasons for the controls, and the areas where the controls are applied. For a LUC to remain protective, base personnel must have access to information concerning its existence, purpose, and maintenance requirements. The Base General Plan provides essential information to ensure that LUC management takes place and that the LUCs presence is effectively communicated.
- e. **Environmental Covenant** – In accordance with the UECA, AS 46.04.300 through 390, and with ADEC approval, USAF would coordinate with DNR to produce an EC to be signed



by DNR and recorded in all appropriate public land databases. The EC is a public record that outlines activity and land use restrictions required when a remedial decision resulting from an environmental response project results in residual contamination remaining at the site at concentrations that may not be safe for some uses, or an engineered feature or structure that requires monitoring, maintenance or operation and will not function if left undisturbed. The EC obligates the site owner and all interested parties to comply with the restrictions outlined therein. The EC is binding to all present and subsequent owners of the affected land and other parties using or interested in using the land. Enactment, modification, or termination of the EC must be provided to and approved by ADEC. The intent of enactment, modification, or termination of an EC must be submitted to all persons who signed the EC, all persons holding a recorded interest in the property that will be subject to the EC, persons in possession of the property prior to implementation, modification or termination of the EC, each municipality or local government in which the subject property resides, and any other persons required by ADEC.

**General Performance Responsibility.** The USAF is responsible for implementing, maintaining, monitoring, reporting, and enforcing LUCs.

**Specific Performance Responsibility to Bind Contractors and Tenants.** The USAF shall inform, monitor, enforce, and bind, where appropriate, authorized lessees, tenants, contractors, and other authorized occupants of the source areas regarding the LUCs affecting the source area.

**Specific Performance Responsibility for Transferring Sites.** Although the USAF may later transfer these procedural responsibilities to another party by contract, property transfer agreement, or through other means, the USAF shall retain ultimate responsibility for remedy implementation and protectiveness.

**Notification and Corrective Measures Requirement.** The USAF will notify ADEC as soon as practicable, but no longer than ten days after discovery, of any activity that is inconsistent with the land use control objectives or use restrictions, or any other action that may interfere with the effectiveness of the land use control. The USAF will take prompt measures to correct the violation or deficiency and prevent its recurrence. In this notification, the USAF will identify any corrective measures it has taken or any corrective measures it plans to take and the



estimated time frame for completing them. For corrective measures taken after the notification, the USAF shall notify ADEC when the measures are complete.

**Notification of Transfers.** The USAF must provide notice to ADEC at least six months prior to any transfer or sale of property containing LUCs so that ADEC can be involved in discussions to ensure that appropriate provisions are included in the transfer or conveyance documents to maintain effective LUCs. If it is not possible for the facility to notify ADEC at least six months prior to any transfer or sale, then the facility will notify ADEC as soon as possible but no later than 60 days prior to the transfer or sale of any property subject to LUCs. The USAF agrees to provide ADEC with such notice, within the same time frames, for federal-to-federal transfer of property accountability. The USAF shall provide either access to or a copy of the executed deed or transfer assembly to ADEC.

**Concurrence Language.** The USAF shall not modify or terminate LUCs, modify land uses that might impact the effectiveness of the LUCs, take any anticipated action that might disrupt the effectiveness of the LUCs, or take any action that might alter or negate the need for LUCs without 45 days prior to the change seeking and obtaining approval from ADEC of any required Decision Document modification.

**Monitoring Language.** The USAF will monitor and inspect all source areas subject to LUCs at least annually.

**Reporting Language.** The USAF will report annually, to ADEC on the frequency, scope, and nature of LUC monitoring activities, the results or such monitoring, any changes to the LUCs, and any corrective measures resulting from monitoring during the time period. The annual reports will be used to compile a periodic review that will be submitted to ADEC every 5 years or less.

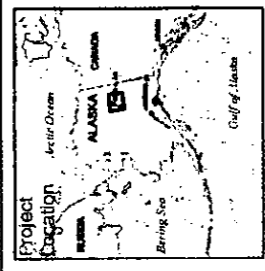
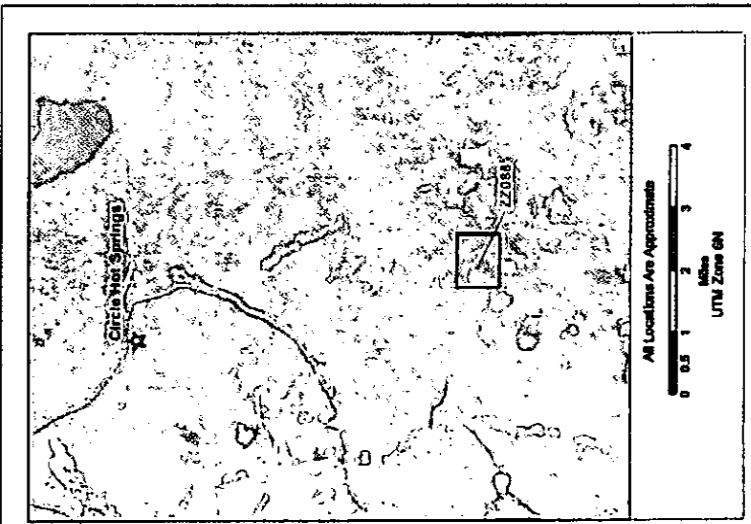
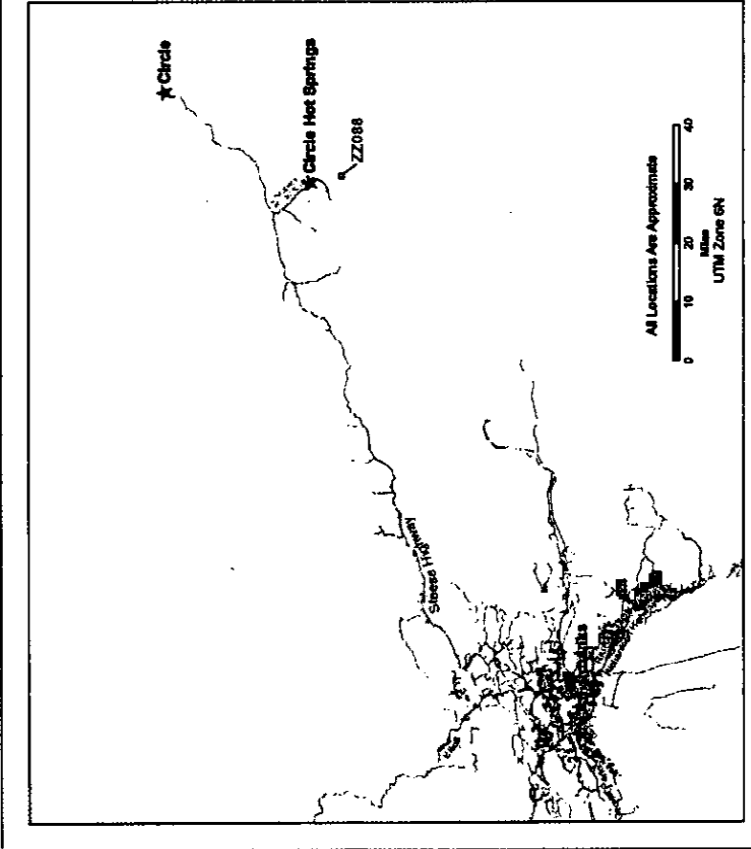
The USAF will notify ADEC in advance of any changes to internal procedures associated with the remedy that might affect the LUCs. Implementation of these LUCs will replace interim



LUCs and will meet the requirements of the settlement agreement between the USAF, ADEC, and the U.S. Environmental Protection Agency (USAF 2013).







- ★ Town
- Source Area
- Road Centerline
- Installation Area

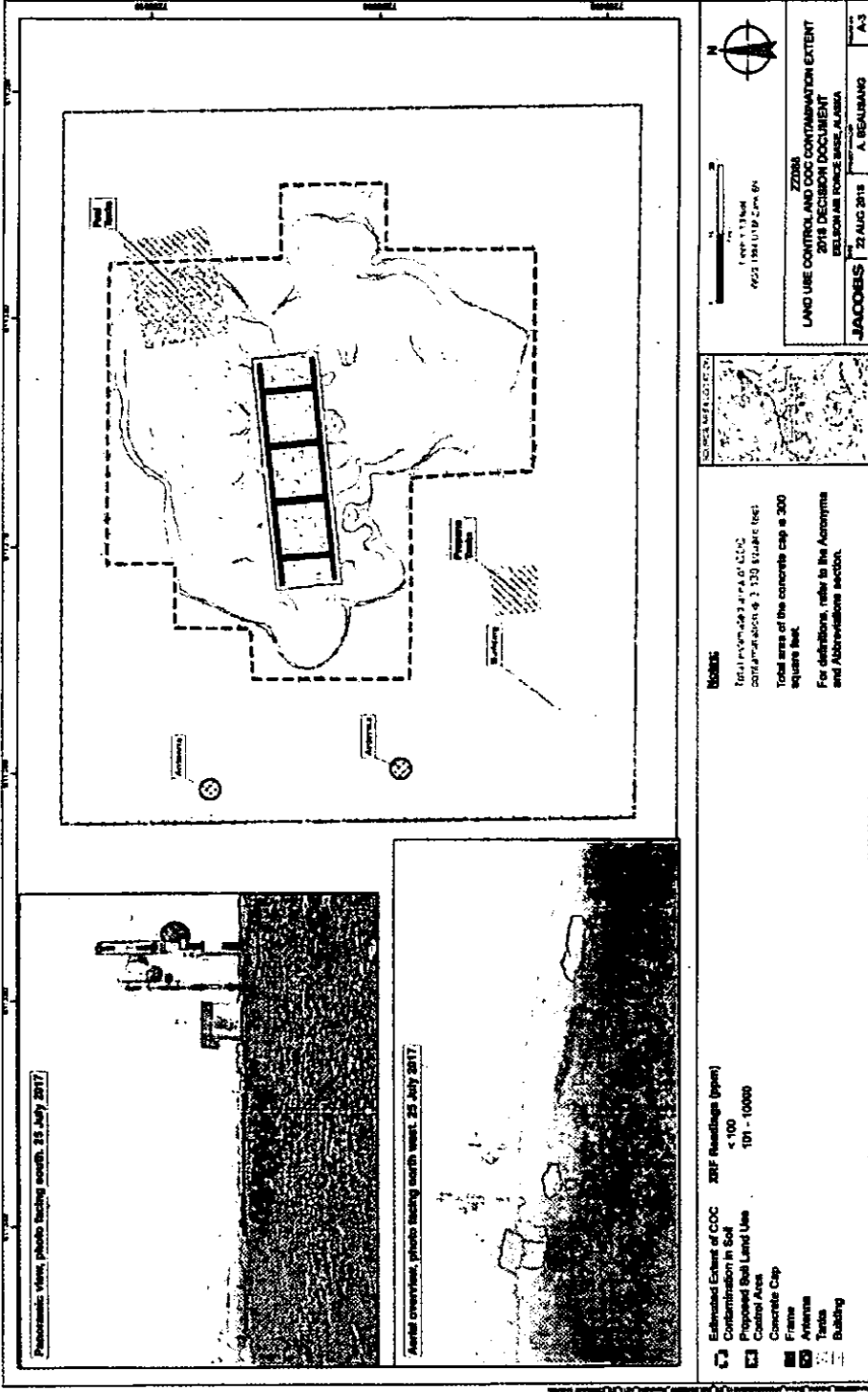
Map Data Sources: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNR/Satellite US, USDA, USGS, AeroGRID, IGN, and the

ZZ088 LOCATION AND VICINITY  
2018 DECISION DOCUMENT  
NRZ EIELSON AFB, FAIRBANKS, ALASKA

JACOBS 15 AUG 2018 A. BEAUSANG A-1





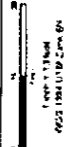
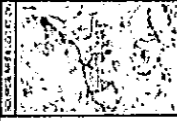


Photometric View, photo facing south, 25 July 2017

Aerial Overview, photo facing north west, 25 July 2017

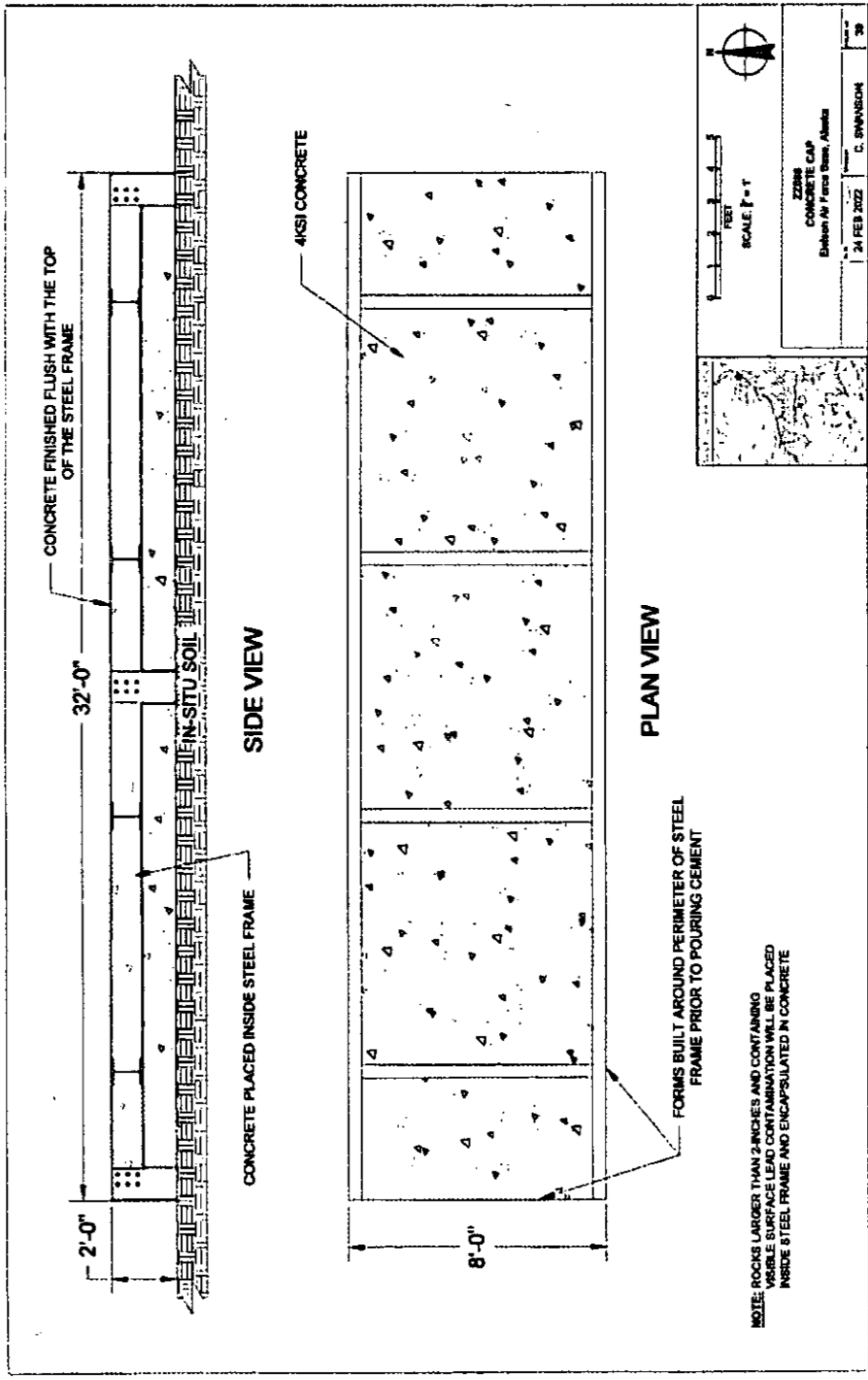
- Estimated Extent of COC Contamination in Soil < 100
- Proposed Ball Land Use 101 - 10000
- Control Area
- Concrete Cap
- Frame
- Antenna
- Trench
- Building

**NOTES**  
 Total estimated area of COC contamination is 1,120 square feet.  
 Total area of the concrete cap is 200 square feet.  
 For definitions, refer to the Acronyms and Abbreviations section.



ZZ008  
 LAND USE CONTROL AND COC CONTAMINATION EXTENT  
 2018 DECISION DOCUMENT  
 BELSON AIR FORCE BASE, ALABAMA  
 JACOBS | 23 AUG 2018 | A. BEAUBIANO | A.3





NOTE: ROCKS LARGER THAN 2-INCHES AND CONTAINING  
VISIBLE SURFACE LEAD CONTAMINATION WILL BE PLACED  
INSIDE STEEL FRAME AND ENCAPSULATED IN CONCRETE



**Annual Land Use Control (LUC) Checklist -- General Information**  
**Eielson Air Force Base**

Site ID: \_\_\_\_\_ Date: \_\_\_\_\_

Inspection Team (and affiliation): \_\_\_\_\_

Active  (Sites with LUCs in place, under investigation, undergoing remedial action or monitoring, etc.)

Inactive  (Sites with no further action, investigation, or LUCs required.)

Date of previous inspection \_\_\_\_\_

Weather Conditions \_\_\_\_\_

Air Force RPM \_\_\_\_\_

Name \_\_\_\_\_

Department \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Source of LUCs<sup>1</sup>:  Other (list)

Document Title: \_\_\_\_\_

Agency Oversight<sup>2</sup>: EPA  ADEC

Agency Contact/Affiliation: \_\_\_\_\_

Other Stakeholders (list): \_\_\_\_\_

Overall summary for types of LUCs in Place (each type has a specific checklist)<sup>3</sup>:

Administrative  Access Restrictions  Soil

Landfill Cover  Engineering  Streambeds/Sediments

Groundwater

Overall Assessment (to be completed last)

Were there any discrepancies between site conditions and 103/332 records? Yes  No

List any discrepancies: \_\_\_\_\_

Are current controls meeting the LUC objectives (e.g., prevent the use of groundwater)? Yes  No

Briefly summarize key areas requiring improvement and any additional controls necessary to meet LUC objectives:

Were actions/violations identified during the previous inspection (or Five-Year Review) completed/corrected?

Yes  No  NA

Briefly describe any actions/violations and refer to specific checklists for additional details:

<sup>1</sup> See Table 1-1 and the site summaries (Appendix A) contained in the Eielson AFB Land Use Control Implementation Plan (LUCIP).

<sup>2</sup> Table 3-1 of the Eielson AFB LUCIP.

<sup>3</sup> See Table E-1 of the Eielson AFB LUCIP.



# Administrative Controls Checklist

Eielson Air Force Base

Site ID: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

Inspection Team (and affiliation): \_\_\_\_\_

1. Are the Institutional Controls included in the Installation Development Plan (IDP)?

Yes  No

2. Are the Institutional Control boundaries included in the base GIS layers?

Yes  No  N/A

3. Based on maps in the latest approved site document (e.g., PA/SI, RI/FS, Action Memorandum, ROD, etc.) are the IC boundaries in GIS still accurate?

Yes  No  N/A

4. Attach a map of current LUC boundaries, including any recent or pending changes.

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Have there been any changes to land ownership or tenants? (or are any anticipated)

Yes  No

If yes, have new land owners/tenants been notified of LUCs?

6. Has land use at or surrounding the site changed since the previous LUC inspection? (or are any changes anticipated?)

Yes  No

If yes, explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Have any drinking water permits been applied for under the base drinking well permitting system within 0.5 miles of the site boundary for wells to be installed?

Yes  No

8. If so, has the water permit application been approved?

Yes  No  NA  Permit Number: \_\_\_\_\_

9. Are there any updates required to the IDP or GIS?

Yes  No

Have the appropriate agencies been notified?

Yes  No

Is approval of the change required?

Yes  No

If required, has approval been received?

Yes  No

Notes: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# Access/Security/Signs/Controls Checklist

## Eielson Air Force Base

Site ID: \_\_\_\_\_ Date: \_\_\_\_\_

Inspection Team (and affiliation): \_\_\_\_\_

### 1. Fences

Are fences required? Yes  No

Are fences present? Yes  No

Do fences control access to the site? Yes  No

Condition? Good  Minor repairs required (not affecting function)

Significant repairs required (affecting function)

Describe any required repairs: \_\_\_\_\_

### 2. Roads (condition – need for repairs)

Present? Yes  No

Type (e.g., paved, gravel, dirt)?

Condition? NA  Good  Minor repairs required (not affecting function)

Significant repairs required (affecting function)

Describe any required repairs: \_\_\_\_\_

### 3. Gates

Are gates required? Yes  No

Are gates Present? Yes  No

Type? chain link

Condition? NA  Good  Minor repairs required (not affecting function)

Significant repairs required (affecting function)

Describe any required repairs: \_\_\_\_\_

### 4. Signs

Are signs required? Yes  No

Are signs present? Yes  No

Condition? NA  Good  Minor repairs required (not affecting function)

Significant repairs required (affecting function)

Describe any required repairs: \_\_\_\_\_

### 5. Is there any evidence of unauthorized access?

6. Check in/out requirements (ranges/flights may provide additional access restriction). Yes  No

7. Other general conditions observations (dead vegetation/wildlife/new seeps/surface sheen on water body, etc.)

### 8. Attach a map and/or photos of any impacted access/security/signs/controls.

Notes: \_\_\_\_\_











DEPARTMENT OF THE AIR FORCE  
AIR FORCE CIVIL ENGINEER CENTER  
JOINT BASE SAN ANTONIO LACKLAND TEXAS



May 02, 2022

Mr. Kevin B. Thomas  
Branch Chief  
AFCEC/CZOP  
10471 20<sup>th</sup> Street, Suite 345  
Joint Base Elmendorf-Richardson, AK 99506

Ms. Alyssa Millard  
Natural Resource Specialist  
AK Department of Natural Resources (DNR)  
Division of Mining, Land and Water  
Statewide Abatement of Impaired Land Section  
3700 Airport Way  
Fairbanks AK 99709-4699

Dear Ms. Millard

This letter is in response to your request for confirmation that Eielson AFB will implement and inspect land use and institutional controls (LUC/ICs) that will be placed on Source Area ZZ088 North Remote 2 Site as part of the remedy selected in the 2018 Decision Document (DD) for Source Area ZZ088.

In July 2011, a fire destroyed the communications and power generation shelter at ZZ088 North Remote 2 site. The fire resulted in a surface release of molten lead from approximately 7,400 pounds of lead-acid batteries and one gallon of diesel fuel. Cleanup efforts conducted in 2012 and 2013 addressed the diesel fuel but did not completely remove all the lead contamination. In 2017, a site characterization effort confirmed lead contamination surrounding the steel frame structure of the burned communication and power generation shelter. The cleanup remedy selected for ZZ088 was to conduct limited soil excavation and the construction of a concrete cap as it addresses human health risks and preserves the integrity of the frame structure for future reuse. The soil beneath the frame structure will remain to preserve structural integrity of the frame and will be covered with concrete to prevent exposure and reduce human health risk. In July 2021, the AF awarded a contract to implement this work and remedial actions are scheduled to commence in July 2022.

Upon completion of the work at ZZ088, some contamination will remain in place. Therefore, LUC/ICs will be required to ensure protection of human health. Signage will be placed to discourage human activity that could result in exposure to any remaining lead contaminated soils. Figure A-3 in Attachment 1 depicts the proposed soil LUC/IC area. An



Environmental Covenant (EC) will be recorded into the appropriate public land records in accordance with the Uniform Environmental Covenants Act (UECA), Alaska Statute (AS) 46.04.300 through 46.03.390. In accordance with Eielson's IC/LUC Settlement Agreement signed by ADEC, EPA Region 10, and the Air Force, annual inspections will be conducted to ensure IC/LUCs are intact and are not being violated. See Attachment 2, *ZZ088 IC LUC Information Packet*, for details on how the Air Force will implement, maintain, report on, and enforce LUCs at the site to meet its LUC/IC obligations.

If you have any questions, please contact me at the above address, at (907) 552-4112 or by email at kevin.thomas.1@us.af.mil.

Sincerely

KEVIN B. THOMAS, P.E., GS-14  
Branch Chief  
AFCEC/CZOP

2. Attachments:

1. Figure A-3, "*ZZ088 LUC and COC Extent*", 2018 Decision Document for ZZ088, Final May 2021

2. *ZZ088 IC LUC Information Packet*

cc:

Ms. Kristina Smith, AFCEC/CZOP, w/Atchs  
Mr. Dennis Shepard, ADEC-SPAR-CS, w/Atchs

