



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

**Department of
Environmental Conservation**

DIVISION OF SPILL PREVENTION AND RESPONSE
Contaminated Sites Program

555 Cordova St.
Anchorage, AK 99501
Phone: (907) 269-7558
www.dec.alaska.gov

DEC File No.: 2100.38.531

April 11, 2023

900 Noble, LLC
Attn: Mr. Tim Cerny
1501 Queens Way
Fairbanks, AK 99701

Re: Commercial Property - 5801 Silverado Way
Cleanup Complete Determination – Institutional Controls

Dear Mr. Cerny:

The Alaska Department of Environmental Conservation, Contaminated Sites Program (DEC) has completed a review of the environmental records associated with the Commercial Property - 5801 Silverado Way site located Anchorage. Based on the information provided to date, it has been determined that the contaminant concentrations remaining on site do not pose an unacceptable risk to human health or the environment and no further remedial action will be required as long as the institutional controls are maintained and effective, and no information becomes available that indicates residual contamination poses an unacceptable risk.

This Cleanup Complete with Institutional Controls (ICs) determination is based on the administrative record for the Commercial Property - 5801 Silverado Way maintained by DEC. This decision letter summarizes the site history, cleanup actions, regulatory decisions, and specific conditions required to effectively manage remaining contamination at this site.

Site Name and Location:

Commercial Property - 5801 Silverado Way
5801 Silverado Way
Anchorage, AK 99518

Name and Mailing Address of Contact Party:

900 Noble, LLC
Attn: Mr. Tim Cerny
1501 Queens Way
Fairbanks, AK 99701

DEC Site Identifiers:

File No.: 2100.38.531
Hazard ID.: 25892

Regulatory Authority for Determination:

18 Alaska Administrative Code (AAC) 75

Site Description and Background

Petroleum contamination in soil was encountered by the Alaska Department of Transportation and Public Facilities (DOT&PF) during the West Dowling Road expansion project in 2012. Prior to DOT&PF acquiring this portion of Tract 2-B, it was operated by various entities for the purposes of drill rig

construction, maintenance, and general oilfield services. Tract 2-B is also the location of two other contaminated sites with DEC Hazard IDs 1771 and 24079, both of which are in Cleanup Complete status

Contaminants of Concern

During the site investigation and cleanup activities at this site, samples were collected from soil and groundwater and analyzed for polycyclic aromatic hydrocarbons (PAHs), volatile organic compounds (VOCs), gasoline range organics (GRO), diesel range organics (DRO), and residual range organics (RRO). Based on these analyses, the following contaminants were detected above the applicable cleanup levels and are considered Contaminants of Concern (COCs) at this site:

- DRO
- Benzene

Cleanup Levels

The applicable cleanup levels for this site are the most stringent Method 2 cleanup levels for the under 40-inches of precipitation climate zone, established in 18 AAC 75.341(d), Tables B1 and B2 for the migration to groundwater pathway. Groundwater cleanup levels are those found in 18 AAC 75.345, Table C.

Table 1 – Approved Cleanup Levels

Contaminant	Soil (mg/kg)	Groundwater (µg/L)
DRO	250	1,500
Benzene	0.022	4.6

Notes:

1. mg/L = milligrams per liter
2. µg/L = micrograms per liter

Characterization and Cleanup Activities

During work on the West Dowling Road expansion project in 2012, DOT&PF contractors identified hydrocarbon-impacted soil in the southern portion of Tract 2-B. Site remediation by DOT&PF consisted of excavation and offsite disposal of an estimated 5,256 cubic yards of soil exceeding DEC soil cleanup levels (CULs). Sampling at the resulting excavation sidewalls and bottom showed that CULs were achieved except in locations in peat soil along the north sidewall of the excavation adjacent to the 5801 Silverado facility. Subsequent installation of soil borings in this area further delineated the extent of DRO and benzene in soil remaining along the north side of the excavation within the DOT&PF ROW and south of the revised southern boundary of Lot 2-B. See attached Environmental Covenant figures for details.

To evaluate groundwater conditions, DOT&PF installed and sampled four monitoring wells along the north and south sides of the West Dowling Road ROW in 2015. Sampling showed monitoring well D with benzene at 8.1 µg/L above the groundwater CUL for benzene of 4.6 µg/L. Monitoring wells A, B, and C did not contain contaminants above cleanup levels. Although DRO was detected in soil above the migration to groundwater cleanup level it was not detected in groundwater above the groundwater cleanup level.

In 2022 an ADEC-approved limited site investigation workplan was executed at Tract 2-B for installation of three soil borings (RSE-1, RSE-2 and RSE-3) with a single boring RSE-1 completed as a monitoring well. Benzene was found in peaty soil at approximate 4 to 8-foot depths in soil borings RSE-1 and RSE-2. Benzene in soil ranged from non-detect to 447 µg/Kg with only two samples yielding benzene results above the

cleanup level. Groundwater samples were collected from monitoring wells A and D on the DOT&PF right of way and the new well RSE-1 in 2022. Benzene was detected above the cleanup level in RSE-1, but not in monitoring wells A and D suggesting that contaminated groundwater was only present along a small portion of Tract 2-b where benzene contaminated peaty soils had not been excavated.

All monitoring wells at the site were decommissioned in accordance with DEC guidance in 2022 and an environmental covenant was filed for the property in March 2023 that prohibits the installation of wells without DEC approval.

Cumulative Risk Evaluation

Cumulative risk at the site was not calculated as benzene exceeds the Table C groundwater cleanup level indicating a risk is present via the drinking water pathway. This risk is controlled through an institutional control that was memorialized in an environmental covenant filed in 2023.

Exposure Pathway Evaluation

Following investigation and cleanup at the site, exposure to the remaining contaminants was evaluated using DEC's Exposure Tracking Model (ETM). Exposure pathways are the conduits by which contamination may reach human or ecological receptors. ETM results show all pathways to be one of the following: De-Minimis Exposure, Exposure Controlled, or Pathway Incomplete. A summary of this pathway evaluation is included in Table 3.

Table 3 – Exposure Pathway Evaluation

Pathway	Result	Explanation
Direct Contact with Surface Soil	De Minimis Exposure	Contamination is not present in surface soil (0 to 2 feet below ground surface).
Direct Contact with Subsurface Soil	De Minimis Exposure	Contamination remains in the subsurface below human health levels in 18 AAC 75.341(c), Table B1, but above the ingestion levels in 18 AAC 75.341(d), Table B2.
Inhalation – Outdoor Air	De Minimis Exposure	Contamination remains in the subsurface below human health and inhalation levels in 18 AAC 75.341, Tables B1 and B2.
Inhalation – Indoor Air (vapor intrusion)	De Minimis Exposure	Groundwater data did not indicate concentrations of contaminants were present above vapor intrusion screening levels.
Groundwater Ingestion	Exposure Controlled	Contamination remains in the groundwater above the 18 AAC 75.345, Table C cleanup levels, but exposure is controlled by the Activity and Use limitations included in the environmental covenant.
Surface Water Ingestion	Pathway Incomplete	Surface water is not used as a drinking water source in the vicinity of the site.
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 does not reach Lake Hood where aquatic life could be affected, as documented by the groundwater sampling results.

Notes:

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

DEC Decision

Benzene contamination remains in groundwater above levels suitable for unrestricted use; however, DEC has approved the use of institutional controls to limit potential future exposure and risk to human health or the environment. An Environmental Covenant has been recorded in the land records maintained by the Alaska Department of Natural Resources and a copy is enclosed with this letter.

ICs necessary to support this closure determination include:

1. The Grantor shall not take any action that may negatively impact or interfere with either the response action or any operation, maintenance, inspection or monitoring of that response action without prior written approval from DEC (18 AAC 75.395). “Response action” shall mean “any action taken to respond to a release or threatened release of a Contaminant, including mitigation, cleanup, or removal.”
2. The Grantor shall not take any action that may increase the risks to human health, safety, welfare, or of the environment at the Property without prior written approval from DEC. 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 pathway for residual contamination remaining on the Property.
3. No groundwater wells shall be installed on the contaminated area of the Property without prior DEC approval.
4. Contaminated groundwater underlying the Property may not be pumped, drained, or dewatered; or used for irrigation, dust control, or any other purpose without prior DEC approval. If that use is approved under this Covenant, that use is still subject to all applicable treatment, monitoring, disposal, and permitting requirements.
5. No excavation, digging, tilling, or other disturbance of soil below a 4 foot depth is permitted on the contaminated area of the Property without prior review and approval from DEC.
6. DEC must be notified in advance of any subdivision or replat of the Property. This Covenant must be included as part of future Property transactions and attached to subsequent associated parcels, as determined applicable by DEC.
7. DEC approval is required prior to moving soil or groundwater where contamination remains above applicable cleanup levels. If DEC approval for movement is granted, any moved soil or groundwater must still be characterized and managed following regulations applicable at that time.
8. Movement or use of contaminated material in a manner that results in a violation of 18 AAC 70 Water Quality Standards is prohibited.

9. 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.

DEC has determined the cleanup is complete as long as the ICs are properly implemented and no information becomes available that indicates residual contamination may pose an unacceptable risk.

The DEC Contaminated Sites Database will be updated to reflect the change in site status to “Cleanup Complete with Institutional Controls” and will include a description of the contamination remaining at the site. The Environmental Covenant will be available online through the DEC Contaminated Sites Database at <https://dec.alaska.gov/Applications/SPAR/PublicMVC/CSP/SiteReport/25892>.

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

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

Informal Reviews and Adjudicatory Hearings

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

If you have any questions about this closure decision, please contact me at (907) 269-3057, or by email at bill.oconnell@alaska.gov

Sincerely,

William A O'Connell

Bill O'Connell
Site Cleanup Manager

Enclosure- Recorded Environmental Covenant

Mr. Tim Cerny

April 11, 2023

cc: Carl Swanson, Leksand, LLC
DEC, Division of Spill Prevention and Response, Cost Recovery Unit



Recording District: ANCHORAGE RECORDING DISTRICT

Return to:

CARL SWANSON
800 BOTANICAL HEIGHTS CIRCLE
ANCHORAGE, AK 99515

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



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

ENVIRONMENTAL COVENANT

Grantor(s): Leksand, LLC 800 Botanical Heights Circle Anchorage, Alaska
Grantee(s): Leksand, LLC 800 Botanical Heights Circle Anchorage, Alaska

Check the following:

- Original Covenant
 Amendment of Covenant

RECITALS

- I. This document is an environmental covenant (hereafter "Covenant") executed pursuant to Alaska Statute (AS) 46.04.300–46.04.390, the Alaska Uniform Environmental Covenants Act (hereafter, "the Act"), and Title 18 of the Alaska Administrative Code (AAC) 75.325–390, (the "Site Cleanup Rules").
- II. The Property that is the subject of this Covenant is situated at 5801 Silverado Way Anchorage, Alaska, is shown on the map attached as Appendix A, and is legally described as follows:

Tract 2-B Silverado Subdivision, in Anchorage, Alaska located within Section 31 of Township 12 North, Range 3 West of the Seward Meridian. (the "Property").
- III. Hazardous substances, pollutants, and/or contaminants are present on or within the Property. As a result, all or part of the Property is a DEC-listed contaminated site. The contaminated site here is commonly known as follows:

DEC Site Name: Commercial Property 5801 Silverado Way, Anchorage, Alaska (the "Site").
DEC Hazard ID: 25892
Site Address: 5801 Silverado Way, Anchorage Alaska

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



- IV. This Covenant subjects the Property to certain activity and use limitations and requires the Grantor to comply with those limitations as set forth herein and in accordance with the Act. The applicable activity and use limitations described in this Covenant are necessary to protect human health, safety, welfare, or the environment and to ensure the integrity of the cleanup remedy conducted at the Site. Environmental documents pertaining to the cleanup are available from the Alaska Department of Environmental Conservation (DEC or “Department”) at the Contaminated Sites Program Website at <http://dec.alaska.gov/spar/csp/>.
- V. The Site is the subject of an environmental response project under the Site Cleanup Rules , Underground Storage Tank regulations (18 AAC 78), the federal Comprehensive Environmental Response Compensation and Liability Act (CERCLA), and/or the federal Resource Conservation and Recovery Act (RCRA). This Covenant is required because following completion of a cleanup, residual contamination remains on the Property, which is safe for some, but not all, activities and uses. Residual contamination remaining on the Property includes the following hazardous substances, pollutants, or contaminants (Contaminants):

<u>Media</u>	<u>Contaminants</u>
Soil	Benzene and Diesel Range Organics
Groundwater	Benzene
Surface Water/Sediment	Not Applicable

- VI. The Department enters into this Covenant as a “department”, with all attendant rights of a “department” under the Act, which include but are not limited to the right to enforce this Covenant. This is not an ownership interest and the rights of the department under the Act are not an interest in real property.
- VII. For purposes of indexing in the Alaska Department of Natural Resources (DNR) Recorder’s office Grantor-Grantee index only, Leksand, LLC shall be considered the **Grantor**, and Leksand, LLC shall be considered the **Grantee**.

COVENANT

Grantor hereby grants to the Grantee and its successors and assignees, the following requirements and restrictions and declares that the Property described in the legal description above shall hereinafter be bound by, held, sold, and conveyed subject to the activity and use limitations set forth in paragraphs 1 through 13, below, which shall run with the Property in perpetuity and be binding on the Grantor and all parties now or subsequently having any right, title or interest in the Property, or any part thereof, and any persons using the land, as described herein. Furthermore, it is the intent of the Grantor and Grantee that such requirements and restrictions shall supersede any prior interests in the Property.

Summary of Environmental Actions –

Historic operators of Tract 2-B of Silverado Subdivision used the Property for drill rig construction, modification, maintenance, general oil field services and vehicle customization. On-site fuel storage occurred over the years of site operations and resulted in fuel spills from fuel transfer operations and



releases from underground storage tanks (USTs) and above ground tanks (ASTs). Various spills and releases were detected during Property transfer and site investigations and reported to ADEC. The resulting hydrocarbon or metal contaminant impacted soils were subjected to response actions after which DEC issued “no further action” (NFA) or equivalent determinations. These activities were tracked under DEC Hazard IDs 1771 and 24079

Construction of Tract 2-B began around 1980 by placing fill over the native surface. Operations on the southern portion of Tract 2-B that was subject to the response actions noted below began around 1990. Additional fill was added to the area to create a level working surface that was in use until the Alaska Department of Transportation & Public Facilities (DOT&PF) began the West Dowling Road extension project in 2015.

In 2015, during work on the West Dowling Road project, DOT&PF contractors identified hydrocarbon-impacted soil in a right-of-way (ROW) take comprised of the southern portion of Tract 2-B. Site remediation by DOT&PF consisted of excavation and offsite disposal of an estimated 5,256 cubic yards of soil exceeding DEC soil cleanup levels (CULs). Sampling at the resulting excavation sidewalls and bottom showed that CULs were achieved except in locations in peat soil along the north sidewall of the excavation. Subsequent installation of soil borings in this area further delineated the extent of diesel range organics (DRO) and benzene in soil remaining along the north side of the excavation within the DOT&PF ROW and south of the southern boundary of Lot 2-B. Other contaminants of concern such as polynuclear aromatic hydrocarbons and volatile organic compounds were largely absent in extensive results from soil sampled in the DOT&PF ROW.

To evaluate groundwater conditions, in 2015 DOT&PF contractors installed and sampled four monitoring wells along the north and south sides of the West Dowling Road ROW. Sampling showed monitoring well D with benzene at 8.1 ug/L. Subsequent monitoring showed decreasing benzene concentrations in the same well (7.2 ug/L). however these concentrations continued to exceed the groundwater CUL for benzene of 4.6 ug/L.

Groundwater sampling of monitoring wells in 2015 and 2016 showed DRO in groundwater below CULs rendering DRO soil migration to groundwater CUL exceedances not of concern as a site contaminant. Groundwater sampling at monitoring well D in 2022 showed groundwater meets CULs on the ADOT ROW parcel for all contaminants.

In 2022 an ADEC-approved limited site investigation workplan was executed for installation of three soil borings (RSE-1, RSE-2 and RSE-3) with a single boring RSE-1 completed as a monitoring well. Benzene was found in organic (peat) soil at approximate 4 to 8-foot depths in soil borings RSE-1 and RSE-2. Benzene in soil ranged from non-detect to 447 ug/Kg with only two samples (samples RSE1-4' and RSE-2-7.5' -10') yielding benzene results above CULs at 200 ug/Kg and 447 ug/Kg respectively as compared to the 22 ug/Kg migration to groundwater CUL.

DRO in the 2022 borings soil exceeded CULs in 4 of the soil samples, and after silica gel cleanup only two samples exceeded DRO CULs indicating that a portion of the DRO reported by the laboratory was likely due to presence of natural organic matter. The two samples exceeding cleanup levels were collected from the 7.5-10 ft depth at RSE-2 (309 mg/Kg) and RSE-3 (578 mg/Kg). Matrix characteristics of low percent solids and high Total Organic Carbon (TOC) influenced DRO results.

In 2022, two groundwater samples were collected at monitoring well D and both results showed



benzene below the 4.6 ug/L CUL. Monitoring well RSE-1, located on Tract 2-B, is positioned directly upgradient of monitoring well D and yielded benzene at 12.1 ug/L and 8.17 ug/L during two sampling events in 2022, above the 4.6 ug/L CUL. Results from monitoring well D indicated an apparent decreasing trend.

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

1. The Grantor shall not take any action that may negatively impact or interfere with either the response action or any operation, maintenance, inspection or monitoring of that response action without prior written approval from DEC (18 AAC 75.395). "Response action" shall mean "any action taken to respond to a release or threatened release of a Contaminant, including mitigation, cleanup, or removal."
2. The Grantor shall not take any action that may increase the risks to human health, safety, welfare, or of the environment at the Property without prior written approval from DEC. 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 pathway for residual contamination remaining on the Property.
3. No groundwater wells shall be installed on the contaminated area of the Property without prior DEC approval.
4. Contaminated groundwater underlying the Property may not be pumped, drained, or dewatered; or used for irrigation, dust control, or any other purpose without prior DEC approval. If that use is approved under this Covenant, that use is still subject to all applicable treatment, monitoring, disposal, and permitting requirements.
5. No excavation, digging, tilling, or other disturbance of soil below a 4 foot depth is permitted on the contaminated area of the Property without prior review and approval from DEC.
6. DEC must be notified in advance of any subdivision or replat of the Property. This Covenant must be included as part of future Property transactions and attached to subsequent associated parcels, as determined applicable by DEC.
7. DEC approval is required prior to moving soil or groundwater where contamination remains above applicable cleanup levels. If DEC approval for movement is granted, any moved soil or groundwater must still be characterized and managed following regulations applicable at that time.
8. Movement or use of contaminated material in a manner that results in a violation of 18 AAC 70 Water Quality Standards is prohibited.
9. Groundwater throughout Alaska is protected for use as a water supply for drinking, culinary and food processing, agriculture including irrigation and stock watering, aquaculture, and industrial use. Contaminated site cleanup complete determinations are based on groundwater being considered a potential drinking water source. In the event that groundwater from this



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

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

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

Successors - The requirements, terms, conditions, and restrictions of this Covenant shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The term "Grantor", wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantor" and their personal representatives, heirs, successors, and assigns. The term "Grantee", wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantee" and their personal representatives, heirs, successors, and assigns. The rights of the Grantee under this instrument are freely assignable, subject to the notice provisions contained in this Covenant.

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

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

Notices and Reporting - Grantor shall report to DEC every 5 years to document the status of compliance with the activity and use limitations described in this Covenant. Such notice and the accompanying reports should be mailed to the DEC at:

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

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



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

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

Enforcement - The Department and other parties, including parties to the Covenant, described in AS 46.04.335 are empowered to administer and enforce the terms of this Covenant using administrative or civil authority granted to them in AS 46.03.

Waiver of Certain Defenses - This Covenant may not be extinguished, limited, or impaired through issuance of a tax deed, foreclosure of a tax lien, or application of the doctrine of adverse possession, prescription, abandonment, waiver, lack of enforcement, acquiescence, or any similar doctrine as set forth in AS 46.04.325(f).

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

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

Controlling Law - This Covenant shall be construed according to and governed by the laws of the State of Alaska.

Liberal Construction - Any general rule of construction to the contrary notwithstanding, this Covenant shall be liberally construed in favor of the establishment of activity and use limitations that run with the land to effect the purpose of this Covenant and the policy and purpose of the environmental response project and its authorizing legislation. If any provision of this Covenant is found to be ambiguous, an interpretation consistent with the purpose of this Covenant that would render the provision valid shall be favored over any interpretation that would render it invalid.

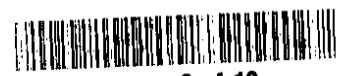
Joint Obligation - If there are two or more parties identified as Grantor herein, the obligations imposed by this Covenant upon them shall be joint and several.

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

List of Appendices:



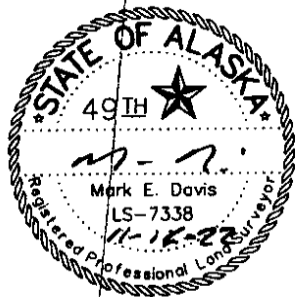
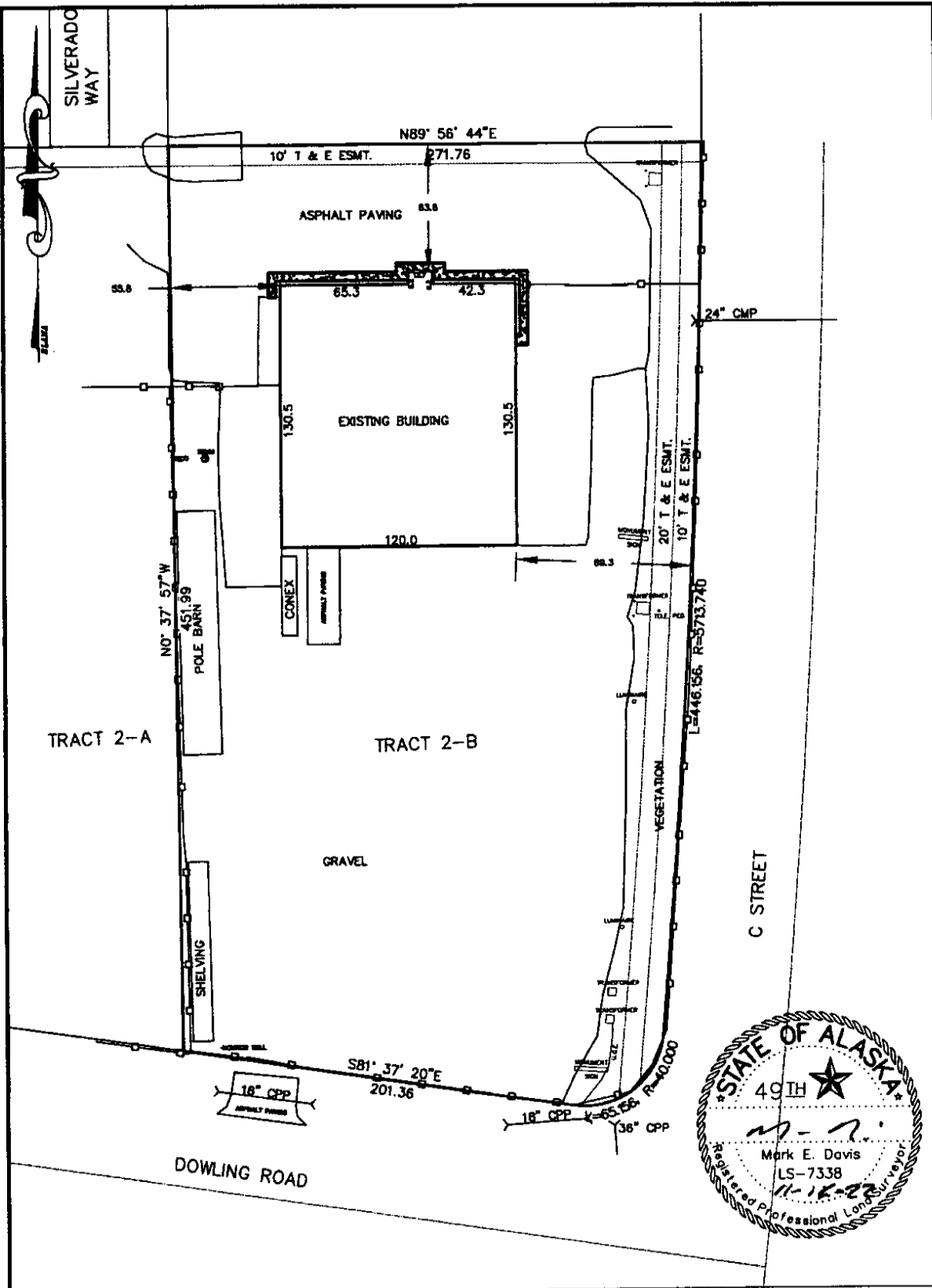
**Appendix A – Legal Description, Map(s) of the Property and Diagram(s) Showing
Location of the Contamination**
Appendix B – List of Recorded Encumbrances or Limited Liability Report



Appendix A

**Legal Description, Map(s) of the Property and Diagram(s) Showing
Location of the Contamination (drawn to scale)**





ORDERED BY:
Carl Swanson

the existence of any easements, covenants, or restrictions which do not appear on the recorded subdivision plat. NOTE: Under no circumstances should any data hereon be used for construction or for establishing property lines.

LEGEND: SET FND

5/8" RB W/CAP	5/8" RB
3.25" ALMON	MONUMENT
HUB & TACK	
FENCE	X X
OVERHANG	
WOOD DECKS	
CONCRETE	
ASPHALT	
GRAVEL	
SEPTIC STANDPIPES	S
WATER WELL	W

SLANA SURVEYS INC.

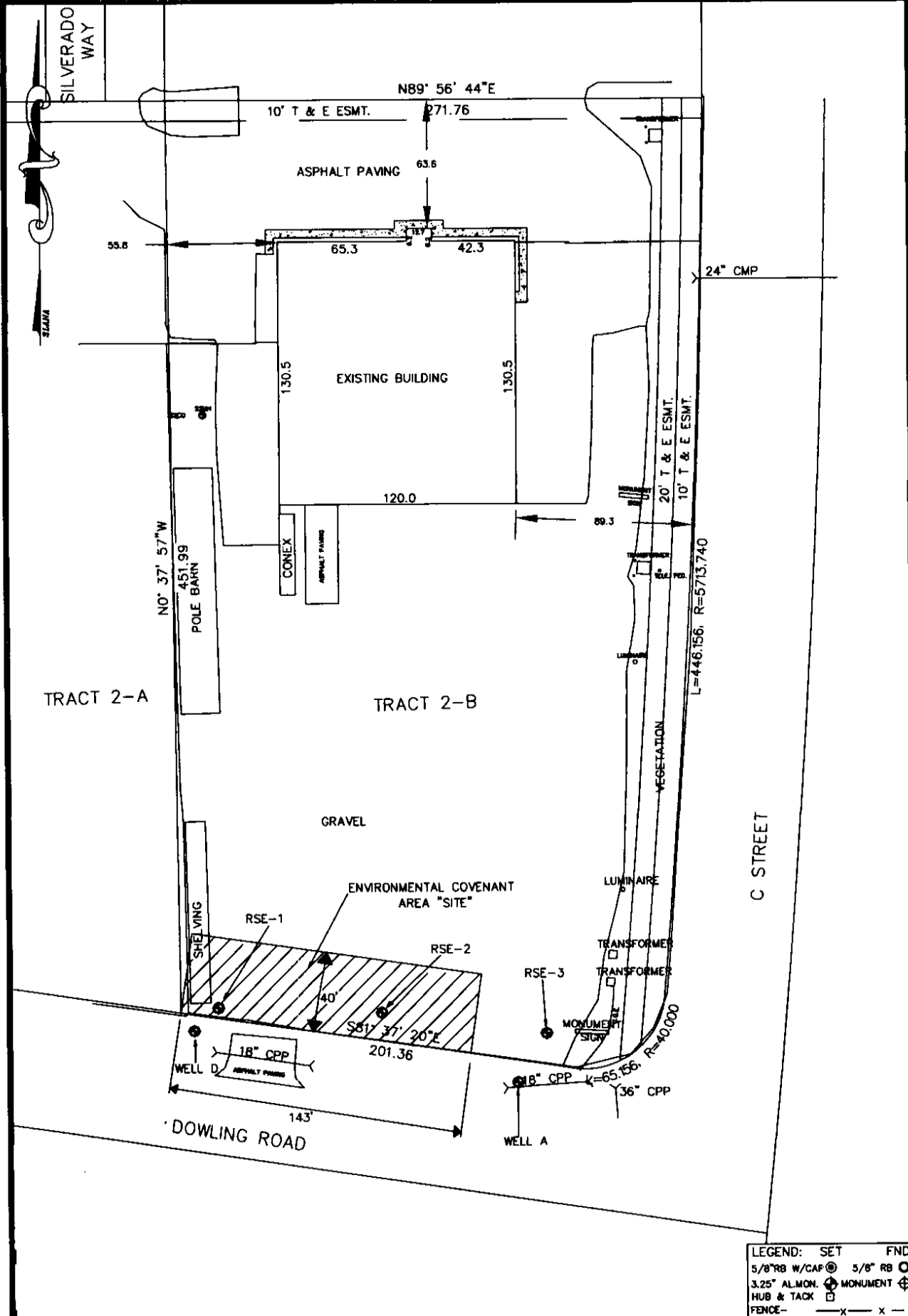
SURVEY CERTIFICATION: SLANA has conducted a physical survey of this property as shown on this drawing and that the improvements situated thereon are within the property lines and no encroachments exist other than noted.

LAND & CONSTRUCTION SURVEYORS
 1200 E. 76th
 ANCHORAGE, ALASKA 99503 (fax) 929-3369 (907) 562-6103

WORK ORDER NUMBER: **st-22-misc** DATE: Nov. 14, 2022 SCALE: 1"=60' PLAT NUMBER: 80-111
 DRAWN BY: MD. CHECKED BY: L. GRID NUMBER: 1930 BOOK/PAGE: 999/99

AS-BUILT OF: LEGAL DESCRIPTION:
**Tract 2B Silverado Subd.
 With Right of Way Taking**





RESTORATION SCIENCE & ENGINEERING, LLC.

911 WEST 8TH AVE.
 SUITE 100
 ANCHORAGE, ALASKA 99501 (fax) 277-5718
 (907) 278-1023

PROJECT NUMBER
 22-2494

DATE:
 DEC 16, 2022
 DRAWN BY: AH CHECKED BY: DN

NOTE: BASE MAP FROM AS BUILT SURVEY
 BY SLANA SURVEYS, INC. 11-14-2022

AS-BUILT OF: LEGAL DESCRIPTION:

Tract 2B Silverado Subdivision
 Site Environmental Covenant Map

LEGEND:	SET	FND
5/8" RB W/CAF	5/8" RB	
3.25" AL MON.	MONUMENT	
HUB & TACK		
FENCE		
OVERHANG		
WOOD DECKS		
CONCRETE		
ASPHALT		
GRAVEL		
SEPTIC STANDPIPES		
WATER WELL		



Appendix B

List of Recorded Encumbrances or Limited Liability Report





Fidelity Title Agency

of Alaska

3150 C Street, Suite 220
Anchorage, Ak. 99503
907-277-6601

*A Non-Affiliated
Independent & Locally Owned Company
Where Experience Counts*

OWNER'S CONSULTATION REPORT

ORDER NO: F-89040
PROPERTY: 5801 Silverado Way, Anchorage, AK 99518

Law Office of Cabot Christianson, P.Co.
911 West 8th Avenue, Suite 201
Anchorage AK 99501

Questions regarding this Report should be directed to:
Jared Lance at (907) 770-8656 or jaredl@fidelityak.com





Fidelity Title Agency

of Alaska, LLC

3150 C Street, Suite 220
Anchorage, Ak. 99503
907-277-6601

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OWNER'S CONSULTATION REPORT

Order No.: F-89040

Fee: \$250.00

Prepared January 5, 2023 for the sole use and benefit of the addressee:

Law Office of Cabot Christianson, P.Co.
911 West 8th Avenue, Suite 201
Anchorage AK 99501

This report is issued for the use of the addressee set out above, this report sets out ownership and liens, voluntary and involuntary, affecting the following described property, such items being only those items recorded in the records of the recording district where the property is located, and which impart constructive notice:

1. Estate or interest researched:
Fee simple
2. Vested owner:
Leksand, LLC
3. Legal description

Tract 2B, SILVERADO SUBDIVISION, according to the official plat thereof, filed under Plat Number 80-111, in the records of the Anchorage Recording District, Third Judicial District, State of Alaska.

EXCEPTING THEREFROM that portion conveyed to The State of Alaska, Department of Transportation and Public Facilities, Alaska Project No. 50898, as described in that certain deed recorded December 23, 2010 at Reception No. 2010-069651-0.



A search of the public records in the office of the recorder for the Anchorage Recording District, Third Judicial District, State of Alaska, discloses the following matters affecting the title to the property set out herein:

The search and this report are effective only through: **December 30, 2022 at 8:00 am**

GENERAL EXCEPTIONS

- a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- b) Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- c) Easements, claims of easement or encumbrances which are not recorded in the public records.
- d) Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- e) (a) Unpatented mining claims; or (b) water rights, claims or title to water, whether or not the matter excepted under (a) or (b) are shown by the public records.
- f) Any lien, or right to a lien, for services, labor, or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
- g) Rights of the State or federal government and/or public in and to any portion of the land for right of way as established by federal statute RS2477 (AKA 43 USC 932) whether or not such rights are shown by recordings of easements and/or maps in the public records by the State of Alaska showing the general location of these rights of way.

SPECIAL EXCEPTIONS

1. **Reservations and exceptions** as contained in the United States Patent and/or in Acts authorizing the issuance thereof.
2. **Taxes due the Municipality of Anchorage**, for the year 2023, are a lien, not yet due and payable.
3. **Easement** for electrical transmission and/or telephone distribution and incidental purposes, including terms and provisions thereof, to the record of which reference is hereby made:
Granted To: Chugach Electric Association, Inc.
Recorded: August 4, 1952
Deed Book: 76 Page: 272
Affects: Blanket Easement
4. **Easement** for electrical transmission and/or telephone distribution and incidental purposes, including terms and provisions thereof, to the record of which reference is hereby made:
Granted To: Chugach Electric Association, Inc.
Recorded: November 15, 1963
Misc. Book: 76 Page: 32
Affects: Blanket Easement
5. **Slope easements**, as dedicated and reserved on the plat of Silverado Subdivision, Plat No. 80-111, to the record of which reference is hereby made.



6. **Easement(s)** as delineated on the plat of Silverado Subdivision, Plat No. 80-111, to the record of which reference is hereby made.
7. **Covenants and notes** as shown on the plat of Silverado Subdivision, Plat No. 80-111, to the record of which reference is hereby made.
8. **Easement** for electrical transmission and/or telephone distribution and incidental purposes, including terms and provisions thereof, to the record of which reference is hereby made:
Granted To: Chugach Electric Association, Inc.
Recorded: December 15, 1980
Book: 552 Page: 797
Affects: The Easterly 20 feet of said lot
9. **Easement** for electrical transmission and/or telephone distribution, telecommunication purposes and incidental purposes, including terms and provisions thereof, to the record of which reference is hereby made:
Granted To: Chugach Electric Association, Inc.
Recorded: October 6, 2011
Reception No.: 2011-048294-0
Affects: The Westerly Ten Feet (W'ly 10') of the Easterly Thirty Feet (E'ly 30') of Tract Two "B" (2B)
10. **Matters as** disclosed on State of Alaska, Department of Transportation, Right of Way Map, Alaska Project, AMATS West Dowling Road Phase 1, Old Seward Highway to C Street STP-0532(007)/50898
Recorded: November 3, 2016 as ROW Plat No. 2016-85
11. **Unrecorded leases**, subleases and/or rental agreements, including terms and provisions thereof.

This report is limited to the benefit of the addressee solely for the researching the condition of title as of the effective date set out above and cannot be used as a basis for the completion or closing of any transaction involving this property.

The liability of Fidelity Title Agency of Alaska under this report for any error or omission, including any negligence on the part of Fidelity Title Agency of Alaska is limited to \$250.00 which is the amount of the fees received. Further, by state regulation, the fees paid will not be applicable to any title insurance policies subsequently issued involving this property.

This report is not a title insurance commitment, policy or guaranty.

Effective Date **December 30, 2022** at 8:00 am

Prepared by:

Fidelity Title Agency Of Alaska, LLC



Jared Lance, Title Officer

Enclosures: Invoice
Vesting Deed
Liens (voluntary or involuntary)
Recorded Plat





Fidelity Title Agency

of Alaska, LLC

3150 C Street, Suite 220
Anchorage, AK 99503
Tel: (907) 277- 6601
Fax: (907) 277-6613
Fidelitytitleagencyak.com

Privacy Policy

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our right arising out of any agreement, transaction or relationship with you. One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability to Correct Errors or Request Changes or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests. All requests must be made in writing to the above address.



GRANTOR(S) SIGNATURE BLOCK

The undersigned Grantor warrants she/he holds the title to Tract 2-B Silverado Subdivision, in Anchorage, Alaska located within Section 31 of Township 12 North, Range 3 West of the Seward Meridian and has authority to execute this instrument.

EXECUTED this 27 day of FEBRUARY, 2023

CARL A. SWANSON

Printed Name

MEMBER/MANAGER

Title

[Signature]

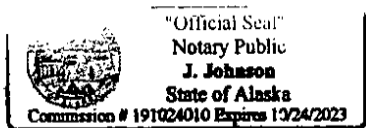
Signature

2-27-2023

Date

THIS IS TO CERTIFY that on this 27 day of February 2023 the undersigned personally appeared before me, acknowledged that she/he is the Manager of the corporation described herein and who signed and executed the within and foregoing instrument by free and voluntary act and deed of said corporation, pursuant to AS 46.04.300-46.04.390 for the uses and purposes therein.

WITNESS my hand and official seal this 27 day of February 2023 at Anchorage, Alaska.



[Signature]

Notary Public in and for the State of Alaska

My Commission Expires: 10.24.2023

[Signature]
Notice Approved by Authorized DEC Representative Date

3/17/23

Juan Bruf
Printed Name of Authorized DEC Representative

Commissioner
Title

