



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

Department of  
Environmental Conservation

DIVISION OF SPILL PREVENTION AND RESPONSE  
Contaminated Sites Program

610 University Avenue  
Fairbanks, Alaska 99709  
Main: 907.451.2143  
Fax: 907.451.2155  
[www.dec.alaska.gov](http://www.dec.alaska.gov)

DEC File No.: 100.38.197

October 4, 2023

Daryl McGhan  
DaJo Enterprises, LLC  
PO Box 74287  
Fairbanks, AK 99707

Re: Decision Document: Young's Gear  
Cleanup Complete Determination – Institutional Controls

Dear Mr. McGhan:

The Alaska Department of Environmental Conservation, Contaminated Sites Program (DEC) has completed a review of the environmental records associated with the Young's Gear located at 1711 Van Horn Road, Fairbanks. 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 Young's Gear 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:**

Young's Gear  
1711 Van Horn Road  
Fairbanks, AK 99701

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

Daryl McGhan  
DaJo Enterprises, LLC  
PO Box 74287  
Fairbanks, AK 99707

**DEC Site Identifiers:**

File No.: 100.38.197  
Hazard ID.: 4242

**Regulatory Authority for Determination:**

18 Alaska Administrative Code (AAC) 75

**Site Description and Background**

Elevated levels of petroleum contamination were discovered along the Young's Gear equipment repair shop property boundary in 2003 during a groundwater investigation of a nearby contaminated site. Monitoring wells which had been installed as downgradient wells during site characterization of the Sourdough Fuel gas station to the east of the Young's Gear property were found to contain elevated levels of benzene, toluene, gasoline range organics and diesel range organics. Initially the contamination was believed to have migrated

from the gas station, but additional site characterization at the Sourdough Fuel site between 2003 and 2017 suggested a separate source was present on or near the Young's Gear property. Additional site characterization on the Young's Gear property was conducted in 2021 and 2022.

### Contaminants of Concern

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

- GRO
- Benzene,
- Ethylbenzene
- Xylene
- 1,2,4-trimethylbenzene
- 1,3,5-trimethylbenzene
- Isopropylbenzene
- Naphthalene
- N-propylbenzene
- 1-methylnaphthalene

### Cleanup Levels

GRO, benzene, ethylbenzene, xylenes, 1,2 4-trimethylbenzene, 1,3,5-trimethylbenzene, naphthalene, isopropylbenzene, n-propylbenzene and 1-methylnaphthalene, were detected in soil above the approved Method 2 migration to groundwater cleanup levels established in 18 AAC 75.341(c), Table B1, and 18 AAC 75.341(d), Table B2. This site is in the under 40-inch precipitation zone.

Benzene, was detected in groundwater above the approved cleanup level established in 18 AAC 75.345 Table C.

**Table 1 – Approved Cleanup Levels**

Contaminant	Soil (mg/Kg)	Groundwater (µg/L)
GRO	300	2200
benzene	0.022	4.6
ethylbenzene	0.130	15
xylenes	1.500	190
1,2,4-trimethylbenzene	0.610	56
1,3,5-trimethylbenzene	0.660	60
naphthalene	0.038	1.7
isopropylbenzene	5.6	450
n-propylbenzene	9.1	660
1-methylnaphthalene	0.410	110

mg/Kg = milligrams per kilogram

µg/L = milligrams per liter

### Characterization and Cleanup Activities

Site characterization under 18 AAC 75.335 conducted in 2003, included installing two monitoring wells along the eastern and northern property boundaries to act as downgradient wells for the Sourdough Fuels site. The wells YG-1 and YG2 were sampled six times between 2003 and 2006. Benzene (up to 3740 µg/L), toluene (2520 µg/L), GRO (14.50 µg/L) and DRO (3.38 µg/L) were found above cleanup levels. Sampling from these wells was discontinued after 2006. The wells could no longer be found after 2008.

Additional site characterization was conducted at three locations in July 2021 and one location in August 2022. Four borings were advanced to 20 feet below ground surface with two soil samples and one groundwater sample collected from each location. Borings were advanced near the former YG-1 location and in upgradient and downgradient locations (see B2, B3, and B4 in Figure 1). Only the boring nearest the former YG-1 location contained contaminants above the DEC soil cleanup levels. Benzene was detected in soil between 6 to 8 feet below ground surface at 4.22 mg/kg and at 12.6 µg/L in groundwater at this location. Several other VOCs and PAHs were observed above soil cleanup levels in the 6-foot sample at this location. A soil sample collected from the 10-foot depth only had benzene above cleanup levels (0.0387 mg/kg).

### Remaining Contamination

The maximum concentrations of contaminants remaining in soil at the site are located at a depth of 6 to 8 feet below ground surface in the YG-1 area of at levels shown in Tables 2 and outlined in Figure 1.

The maximum concentration of benzene in groundwater was 12.6 µg/L in the area of YG-1. Benzene was the only chemical above the approved groundwater cleanup level.

**Table 2 – Maximum Contaminant Concentrations Remaining in Soil**

Contaminant	Soil (mg/Kg)
GRO	484
Benzene	4.22
ethylbenzene	22.7
xylenes	88.2
1,2,4-Trimethylbenzene	57.3
1,3,5-Trimethylbenzene	16.3
naphthalene	4.16
isopropylbenzene	5.75
n-propylbenzene	24.6
1-methylnaphthalene	0.5

mg/Kg = milligrams per kilogram

### Cumulative Risk Evaluation

Pursuant to 18 AAC 75.325(g) when detectable contamination remains onsite following a cleanup, a cumulative risk determination must be made that the risk from hazardous substances does not exceed a cumulative carcinogenic risk standard of 1 in 100,000 across all exposure pathways and does not exceed a cumulative noncarcinogenic risk standard at a hazard index (HI) of 1 across all exposure pathways.

Cumulative risk at this site was calculated assuming a residential land use and the highest detected concentrations of contaminants in all the samples collected following the cleanup action of 2021 and 2022. The results indicate a cumulative carcinogenic cancer risk of 4 in 100,000 and a non-carcinogenic hazard index of 0.9. The potential cumulative risk is primarily via the inhalation pathway for benzene in groundwater.

ICs are in place to prevent exposure through these pathways.

### Exposure Pathway Evaluation

Following investigation and cleanup at the site, exposure to the remaining contaminants was evaluated using DEC's Exposure Tracking Model (ETM). Exposure pathways are the conduits by which contamination may reach human or ecological receptors. ETM results show all pathways to be one of the following: De-

Minimis Exposure, Exposure Controlled, or Pathway Incomplete. A summary of this pathway evaluation is included in Table 3.

**Table 3 – Exposure Pathway Evaluation**

<b>Pathway</b>	<b>Result</b>	<b>Explanation</b>
Direct Contact with Surface Soil	Pathway Incomplete	Contamination is not present in surface soil (0 to 2 feet below ground surface).
Direct Contact with Subsurface Soil	De Minimis Exposure	Contamination remains in the subsurface below human health and ingestion levels in 18 AAC 75.34 Table B1.
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 contaminant data did not contain concentrations above residential vapor intrusion screening levels and the limited amount of contamination remaining in soil is not likely to affect indoor air.
Groundwater Ingestion	Exposure controlled	Benzene contamination remains in the groundwater above the 18 AAC 75.345, Table C cleanup level. Institutional controls are in place to prevent well installation in the contaminated area.
Surface Water Ingestion	Pathway Incomplete	Contamination will not migrate to surface water.
Wild and Farmed Foods Ingestion	Pathway Incomplete	Site located beneath an active parking lot that is covered by gravel with very little vegetation.
Exposure to Ecological Receptors	Pathway Incomplete	Terrestrial or aquatic receptors or not present at the site.

Notes:

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

### **DEC Decision**

Petroleum contamination in groundwater near the location of former well YG-1 has decreased by two orders of magnitude since it was first observed in 2003. However, contamination remains in the subsurface soil and groundwater above levels suitable for unrestricted future use. 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. No groundwater wells shall be installed in the contaminated site without prior DEC approval.

2. Contaminated groundwater underlying the contaminated site may not be pumped, drained, or dewatered; or used for irrigation, dust control, or any other purpose without prior DEC approval. If that use is approved under this Covenant, that use is still subject to all applicable treatment, monitoring, disposal, and permitting requirements.
3. 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.
4. DEC approval is required prior to moving soil or groundwater where contamination remains above applicable cleanup levels. If DEC approval for movement is granted, any moved soil or groundwater must still be characterized and managed following regulations applicable at that time.
5. Movement or use of contaminated material in a manner that results in a violation of 18 AAC 70 Water Quality Standards is prohibited.
6. Groundwater throughout Alaska is protected for use as a water supply for drinking, culinary and food processing, agriculture including irrigation and stock 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/4242>

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

Mr. Daryl McGhan

October 4, 2023

the parties required to be served under 18 AAC 15.200. Requests must be submitted no later than the deadline specified in 18 AAC 15.

If you have any questions about this closure decision, please contact me at (907) 451-2752, or by email at [shawn.tisdell@alaska.gov](mailto:shawn.tisdell@alaska.gov).

Sincerely,

Shawn Tisdell  
Project Manager

Enclosure:

Recorded Environmental Covenant, September 15, 2023.

cc: DEC, Division of Spill Prevention and Response, Cost Recovery Unit



Figure 1: Map of the Property Showing Location of the Contamination (drawn to scale)

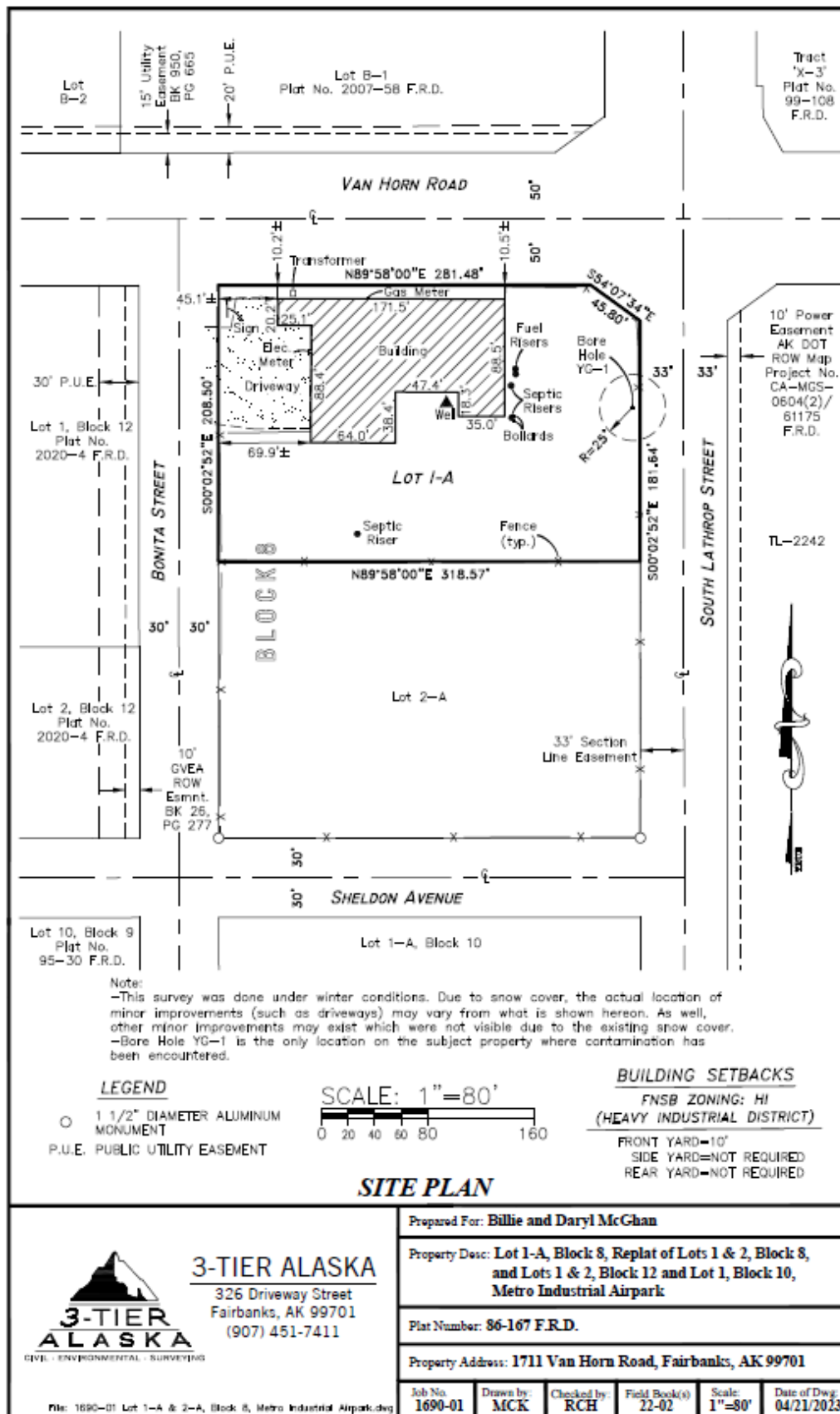


Figure 2: Site Plan Survey





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

### **ENVIRONMENTAL COVENANT**

Grantor(s): Dajo Enterprises, LLC

Grantee(s): Dajo Enterprises, LLC

Check the following:

Original Covenant

Amendment of Covenant

#### RECITALS

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

Lots 1-A, Block 8, Replat of Lots 1 & 2,  
Block 8, and Lots 1 & 2, Block 12 and Lot 1, Block  
10, Metro Industrial Airpark (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: Young’s Gear (the “Site”)

DEC Hazard ID: 4242

Site Address: 1711 Van Horn Road, Fairbanks, AK 99701

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

<u>Media</u>	<u>Contaminants</u>
Soil	1,2,4-Trimethylbenzene 1,3,5-Trimethylbenzene Benzene Ethylbenzene Isopropylbenzene Naphthalene n-Propylbenzene Xylenes 1-Methylnaphthalene Gasoline Range Organics
Groundwater	Benzene
Surface Water/Sediment	Not Applicable

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

## 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 6 below, which shall run with the Property in perpetuity and be binding on the Grantor and all parties now or subsequently having any right, title or interest in the Property, or any part thereof, and any persons using the land, as described herein. Furthermore, it is the intent of the Grantor that such requirements and restrictions shall supersede any prior interests in the Property.



**Summary of Environmental Actions**

- Prior to 2006: Benzene, ethylbenzene, toluene, and xylenes were discovered in groundwater beneath subject property during investigation of neighboring site;
- 2006: Young's Gear site was added to the Contaminated Sites database as contamination was determined to be separate from that of a neighboring site;
- 2021: Soil and groundwater was sampled from a series of borings around the property including the location of former well YG-1, in which contamination was originally encountered. Results of this investigation show contamination was only present in boring YG-1.
- 2022: An additional boring was advanced 50 feet West of boring YG-1 in order to ensure that a down gradient contamination boundary had been reached. All soil and groundwater sample results from this boring were below DEC Cleanup Levels, providing additional evidence that contamination remaining onsite is limited in quantity and localized around the area of boring YG-1.

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

1. No groundwater wells shall be installed in the contaminated site without prior DEC approval.
2. Contaminated groundwater underlying the contaminated site may not be pumped, drained, or dewatered; or used for irrigation, dust control, or any other purpose without prior DEC approval. If that use is approved under this Covenant, that use is still subject to all applicable treatment, monitoring, disposal, and permitting requirements.
3. 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.
4. DEC approval is required prior to moving soil or groundwater where contamination remains above applicable cleanup levels. If DEC approval for movement is granted, any moved soil or groundwater must still be characterized and managed following regulations applicable at that time.
5. Movement or use of contaminated material in a manner that results in a violation of 18 AAC 70 Water Quality Standards is prohibited.
6. Groundwater throughout Alaska is protected for use as a water supply for drinking, culinary and food processing, agriculture including irrigation and stock 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 Plan drawn to scale that shows the Property boundaries, locations of existing structures, and the location where contaminants have been found in concentrations exceeding their applicable DEC Cleanup Levels. This location is marked on the figure as Bore Hole YG-1. A circle with a 25 feet radius marks an area around YG-1 where groundwater may remain contaminated and 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 site of the property, the Grantor shall notify DEC of the following:

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

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

**Notices and Reporting** - Grantor shall report to DEC every 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](mailto:CS.Submittals@alaska.gov).

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

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

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

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

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

**Amendment or Termination** - This Covenant runs with the land and is perpetual, unless amended or terminated pursuant to AS 46.04.325 or 46.04.330. This covenant may be amended or terminated if signed consent is given by 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.

**Subsurface Rights** - The activity and use limitations required by this environmental covenant apply to the Site shown in Attachment A. They are not intended to affect the rights of the subsurface estate under applicable state and federal law.

**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 B**

### **List of Recorded Encumbrances or Limited Liability Report**





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

March 8, 2023

## LIMITED LIABILITY REPORT

Customer: Dajo Enterprises,  
LLC Attn: Daryl McGhan  
Email: youngsgear1@outlook.com

Report No.: 1962889  
Fee: \$250.00  
**PREPAID: <\$250.00>**  
Effective Date: February 16, 2023  
Recording District: Fourth Judicial District  
Property Address: 1711 Van Horn Road, Fairbanks, AK 99701  
NHN NSN, Fairbanks, AK 99701  
Property Legal Description: Lots 1-A and 2-A, Block 8 of the replat of Lots 1 & 2, Block 8 and Lots 1 & 2, Block 12 and Lot 1, Block 10 of METRO INDUSTRIAL AIRPARK, according to the plat filed November 24, 1986 as Plat No. 86-167; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

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

**Dajo Enterprises, LLC**

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





8. **Reservations and exceptions** as contained in the United States Patent and/or in Acts authorizing the issuance thereof.
9. **Minerals of whatsoever kind**, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
10. **Taxes and/or assessments**, including penalties and interest, if any, owing the Fairbanks North Star Borough and/or the City of Fairbanks.
11. **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 June 3, 1960 in Book 115 at Page 344. (Blanket Easement)
12. **Any effect of the notes** which appear on the plat of said subdivision.
13. **Easements as shown** on the plat of said subdivision.
14. **Notice of Non-Compliance of Utility Service Line Hookup** and the terms and conditions contained therein, recorded October 15, 1999 in Book 1166 at Page 669.
15. **Notice of Water Service Availability, Obligation For Extension and Improvements** and the terms and conditions contained therein, recorded March 3, 2008 as Instrument No. 2008-003632-0.
16. **Deed Restriction on the Installation of Solid Fuel Burning Appliances** and the terms and conditions contained therein, recorded February 14, 2023 as Instrument No. 2023-001580-0.
17. **Any bankruptcy proceeding** not disclosed by the acts that would afford notice as to said land, pursuant to Title 11, U.S.C. 549 (c) of the Bankruptcy Reform Act of 1978 and amendments thereto
18. **Occupant(s) or any parties** whose rights, interests or claims are not shown by the public records but which could be ascertained by an inspection of the land described above or by making inquiry of persons in possession thereof, including but not limited to, any lien or right to a lien for services, labor or material theretofore or hereafter furnished.

**Stewart Title Company**

  
Authorized Countersignature  
Krystle N Bryan, Title Officer



This Report:

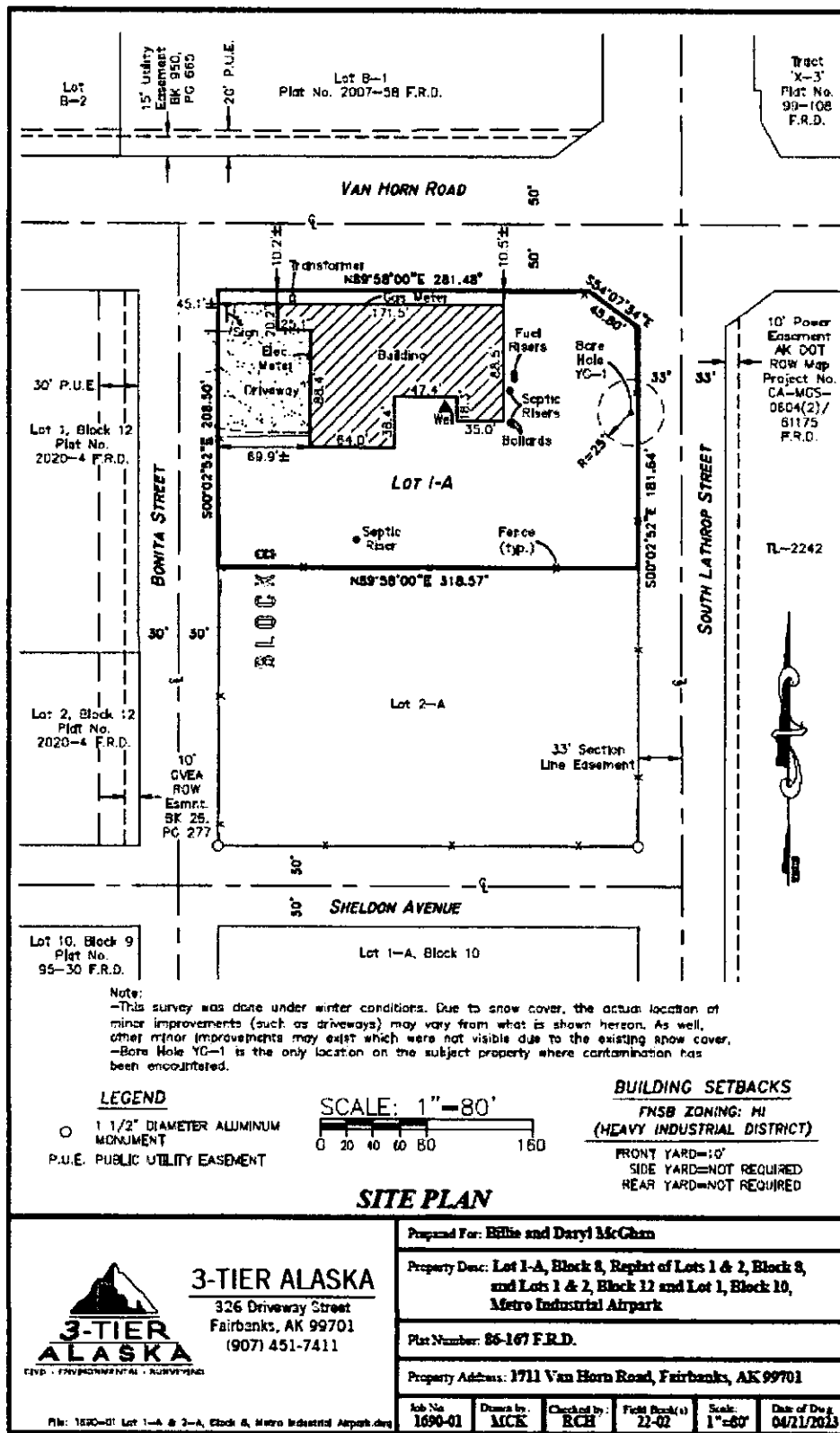
- (a) Is issued for the purpose of complying with Bulletin B 07-03 issued by the State of Alaska Division of Insurance.
- (b) Has been prepared only for Customer and may not be relied on by third parties.
- (c) Is not a title insurance policy, guarantee or commitment to issue a title insurance policy.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

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



# Appendix A

Map of the Property Showing Location of the Contamination (drawn to scale)



GRANTOR(S) SIGNATURE BLOCK

The undersigned Grantor warrants she/he holds the title to Lots 1-A, Block 8, Replat of Lots 1 & 2, Block 8, and Lots 1 & 2, Block 12 and Lot 1, Block 10, Metro Industrial Airpark and has authority to execute this instrument.

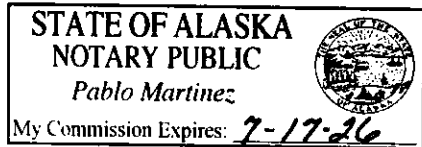
EXECUTED this 29<sup>th</sup> day of August, 2023.

Daryl McGhan President  
Printed Name Title  
[Signature] 8/29/2023  
Signature Date

-----INDIVIDUAL

THIS IS TO CERTIFY that on this 29<sup>th</sup> day of August 2023 the undersigned personally appeared before me, acknowledged that she/he is the individual described herein and who signed and executed the within and foregoing instrument at her/his free and voluntary act and deed pursuant to AS 46.04.300-46.04.390 for the uses and purposes therein.

WITNESS my hand and official seal this 29<sup>th</sup> day of August 2023 at Delta Junction Alaska.



[Signature]  
Notary Public in and for the State of Alaska  
My Commission Expires: 7-17-26

-----CORPORATION

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

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



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

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

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

-----Representative

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

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

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

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

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

RETURN TO:

Daryl Mc Graw  
PO Box 74287  
FBKs AK 99707

Pose

Notice Approved by Authorized DEC Representative Date

9/6/23

Emma Pokon

Printed Name of Authorized DEC Representative

Acting Commissioner

Title

