THE STATE of ALASKA
GOVERNOR MIKE DUNLEAVY

Department of Environmental Conservation

DIVISION OF SPILL PREVENTION AND RESPONSE
Contaminated Sites Program

610 University Avenue
Fairbanks, AK 99709
Main: (907) 451-2143
Fax: (907) 451-2155
www.dec.alaska.gov

DEC File No.: 100.38.182

September 18, 2024

Mr. Roger Burggraf
830 Sheep Creek Road
Fairbanks, Alaska 99709

Re: Decision Document: Grant Mine Site
Cleanup Complete Determination – Institutional Controls

Dear Mr. Burggraf:

The Alaska Department of Environmental Conservation, Contaminated Sites Program (DEC) has completed a review of the environmental records associated with the Grant Mine Site located at 1.2 Mile St. Patrick's Road in 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 the Grant Mine Site 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:
Grant Mine Site
Section 28, T001N, R002, FM
Fairbanks D-2 Quadrangle

Name and Mailing Address of Contact Party:
Mr. Roger Burggraf
830 Sheep Creek Road
Fairbanks, Alaska 99709

DEC Site Identifiers:
File No.: 100.38.182
Hazard ID.: 731

Regulatory Authority for Determination:
18 Alaska Administrative Code (AAC) 75

Site Description and Background

Mining claims have been held by Mr. Burggraf surrounding the Grant Mine since 1972. The Bureau of Land Management owned the land early on in the mine's life, but it is now owned by the Alaska Department of Natural Resources (DNR). Silverado Gold Mines/Tri-con Mining Alaska leased claims from 1978 to 2019. Silverado operated a pilot mill for metallurgical testing between 1980 and 1983. The tailings from the pilot mill were placed directly on the ground in the secondary tailings area (see figure in attached covenant). A primary tailings impoundment was constructed in 1985, which consisted of compacted silt bordered by a 45-foot-high earthen berm to contain the total capacity of approximately 130,000 cubic yards of tailings slurry. The impoundment received the tailings from the cyanide process used to extract gold from 1985 to 1989. The tailings slurry contained waste rock, lime, sodium cyanide, and water. In 1985, two water supply wells uphill from the tailings impoundment were found to have concentrations of cyanide above the federally established maximum contaminant level of 0.2 milligrams per liter. The wells were sampled after tailings were accidentally discharged upslope of the impoundment, allowing cyanide from the tailings to reach the groundwater through one of the supply wells. Groundwater flow direction is generally to the east.

Contaminants of Concern

During the site investigation and cleanup activities at this site, samples were collected from soil and groundwater and analyzed for total cyanide, weak acid dissociable (WAD) cyanide, free cyanide, metals, and the toxicity characteristic leaching procedure (TCLP). Based on these analyses, the following contaminants were detected above the applicable cleanup levels and are considered Contaminants of Concern (COCs) at this site:

- Antimony
- Arsenic
- Cyanide
- Lead
- Manganese
- Mercury
- Silver

Cleanup Levels

Antimony, arsenic, cyanide, manganese, mercury, and silver were detected in tailings above the most stringent Method 2 cleanup levels for the under 40-inches of precipitation climate zone, established in 18 AAC 75.341(c), Table B1.

Arsenic, cyanide, lead, mercury, and silver were detected in groundwater above their respective cleanup levels established in 18 AAC 75.345, Table C.

Table 1 – Approved Cleanup Levels

Contaminant	Soil (mg/kg)[1]	Groundwater (µg/L)[2]
Antimony	4.6	7.8
Arsenic	0.2	0.52
Cyanide	0.2	1.5
Lead	400	15

Manganese	370	430
Mercury	0.36	0.52
Silver	11	94

Notes:

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

Characterization and Cleanup Activities

After discovery of the tailings release to the upgradient supply well, Tri-Con Mining, Inc. removed the well casing and sealed the boring by pressure grouting in 1989. Site characterization under 18 AAC 75.335 began with sampling of the adjacent supply well and two monitoring wells installed downgradient from the primary tailings impoundment. Two downgradient drinking water wells, located approximately 0.5 miles from the site, were also sampled in 1994. No contamination attributed to the groundwater impacts were found.

Groundwater was monitored from the upgradient supply wells from 1988 to 1989 and documented decreasing levels of total cyanide. Groundwater was then monitored in the downgradient monitoring wells from 1989 to September 2021 when three consecutive monitoring events demonstrated that cyanide levels and all other contaminants except arsenic were below DEC cleanup levels. Although arsenic was present above the groundwater cleanup levels (75.5 – 177 ug/L), the concentration was less than 30 percent of the background concentrations reported in the 1995 EPA site investigation[1] (background levels were 1040 – 1180 ug/L). In 2024, Shannon & Wilson also reported that the arsenic concentration was less than the upper tolerance level (UTL) for background samples on Ester Dome.

In 1994, drinking water wells 0.5 miles east of the site were sampled and did not contain contaminants attributed to the site. Groundwater flow direction

The remaining tailings held in the unlined secondary tailings impoundment were excavated in October 2019 and deposited into the lined facility of the primary tailings impoundment. Soil samples were collected to characterize the base and perimeter of the secondary tailings impoundment excavation. Soil sampling at the vertical and horizontal limits of the excavation documented levels of contaminants below DEC's most stringent cleanup levels, except for arsenic, which exceeded the DEC human health cleanup level but was within the range reported for background levels (3 – 148 mg/kg). These background numbers were confirmed in 2020[3] with reported arsenic from discrete grab samples outside of the excavation footprint of the secondary tailings impoundment that ranged from 9 to 110 mg/kg.

Closure of the primary impoundment began in July of 2021 when the earthen berm surrounding the impoundment was dismantled and spread over the tailings. The tailings impoundment was then capped in accordance with DEC Solid Waste regulations, 18 AAC 60.485, which provides capping/cover criteria for industrial waste. The cover requirements include:

[1]Roy F. Weston, Inc. Site Inspection Report Tricon Mining Fairbanks, Alaska. EPA Region X Contract Number 8-W9-0046, June 1995.
[2]Shannon & Wilson, Inc. Revised 2023 Groundwater Sampling Report, Grant Mine Site, Ester Dome, Alaska. March 4, 2024.
[3]Shannon & Wilson, Inc. Post-Excavation Sampling, Secondary Tailings Impoundment Revision2, Grant Mine, Ester Dome, Alaska. April 13, 2020.

- The surface may not be sloped more steeply than a 3:1 grade;
- The cover should include an infiltration layer of at least 18 inches of earthen material with a permeability no greater than 1 x 10^{-5} centimeters per second (cm/sec); and
- The cover should contain an erosion layer of at least six inches of earthen material capable of sustaining native plant growth.

In 2024 the DEC approved decommissioning of the two monitoring wells, in addition to three existing supply wells upgradient of the source area. Shannon & Wilson oversaw completion of the work.

Remaining Contamination

The maximum concentrations of contaminants remaining at the site are shown in Tables 2. The concentrations of antimony, cyanide, mercury, and silver in soil are above their respective approved cleanup levels in the capped tailings impoundment.

Table 2 – Maximum Contaminant Concentrations Remaining in Soil in Capped Tailings Impoundment

Contaminant	Soil (mg/kg)
Antimony	1,950
Arsenic	6,310
Cyanide	0.7
Manganese	393
Mercury	2.11
Silver	13.7

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.

Based on a review of the environmental record, DEC has determined that residual contaminant concentrations meet the cumulative risk criteria for human health, except for the tailings contained within the impoundment under a cap. Cumulative risk in the capped tailings was calculated assuming a residential land use and the highest detected concentrations of contaminants observed in those tailings from multiple characterization efforts samples collected following the cleanup action. The results indicate a cumulative carcinogenic cancer risk of 700 in 100,000 and a non-carcinogenic hazard index of 200. The potential cumulative risk is via a combination of the ingestion and dermal pathways for soil.

ICs are in place to prevent exposure to the capped tailings and to maintain the cap.

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	Pathway Incomplete	Contaminants in the secondary tailings area have been removed to cleanup or background levels.
Direct Contact with Subsurface Soil	Exposure Controlled	Contaminants are present in tailings placed in the lined and capped primary tailings impoundment at concentrations above human health levels in 18 AAC 75.341, Table B1. An environmental covenant has been recorded requiring maintenance of and restricting digging of the cap.
Inhalation – Outdoor Air	De Minimis Exposure	Contaminants are present in tailings placed in the lined and capped primary tailings impoundment at concentrations above human health levels in 18 AAC 75.341, Table B1; however, cumulative risk criteria are not exceeded for the inhalation pathway.
Inhalation – Indoor Air (vapor intrusion)	Exposure Controlled	Volatile contaminants (cyanide and mercury) are present in tailings placed in the lined and capped primary tailings impoundment. An environmental covenant has been recorded restricting use or construction of buildings in the contaminated area.
Groundwater Ingestion	De Minimis Exposure	No contaminants are present in the groundwater above DEC groundwater cleanup levels, except arsenic which is naturally occurring.
Surface Water Ingestion	Pathway Incomplete	Surface water is not present in the area affected by contamination. The capped primary tailings impoundment is built to shed water during rain or snowmelt events.
Wild and Farmed Foods Ingestion	Exposure Controlled	Contaminants of concern have the potential to accumulate in plants and animals but are contained in the lined and capped primary tailings impoundment. An environmental covenant has been recorded requiring maintenance of the cap.
Exposure to Ecological Receptors	Exposure Controlled	Contaminants are in a lined and capped impoundment. An environmental covenant has been recorded requiring maintenance of the cap. Trees are expected to grow on the cap but significant uptake by the trees is not expected.

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

Cyanide contamination in groundwater has been remediated and tailings contaminated with antimony, arsenic, cyanide, manganese, mercury, and silver have been placed into a capped and lined impoundment (engineered feature). DEC has approved the use of ICs to maintain the cap and 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 DNR and a copy is enclosed with this letter.

ICs necessary to support this closure determination are memorialized in the attached covenant and include:

A. The property owner, its successors and assigns, all present and subsequent owners, and current and future occupants, lessees or other persons holding or acquiring an interest in the property shall not take any of the following actions without prior written approval from DEC:

    1) Any action that may negatively impact or interfere with either the response action or any operation, maintenance, inspection or monitoring of that response action (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) Any action that may increase the risks to human health, safety, welfare, or to the environment at the property. 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) Construct, modify, or use buildings on the contaminated area of the property.

    4) Grade, excavate, dig, till, or otherwise disturb the contaminated area of the property.

    5) Use the property for residential purposes including child day care, educational facilities, playgrounds, hospitals, or similar facilities.

    6) Subdivide or replat of the property.

B. The property owner, its successors and assigns, all present and subsequent owners, and current and future occupants, lessees or other persons holding or acquiring an interest in the property shall:

    1) Ensure the engineered feature is inspected every month for five years between the months of April through October following closure and maintained as needed to prevent contact by humans or animals with subsurface contaminated soil, and to prevent the infiltration of water and potential leaching of contaminants. Following the first five years, the engineered feature will be inspected once every five years. The property owner shall report any damage to the engineered feature to DEC using the contact info below within ten (10) days after discovery. The property owner shall ensure the engineered feature is repaired as quickly as possible. Documentation of the repairs shall be submitted to DEC within 30 days after discovery.

    2) Notify DEC if contaminated soil on the property becomes accessible in the future, characterize the contamination, and, if determined necessary by DEC, cleanup the soil pursuant to DEC's Site Cleanup Rules.

C. DEC approval is required prior to moving soil where contamination remains above applicable cleanup levels. If DEC approval for movement is granted, any moved soil must still 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.

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.

DEC approval is required for movement and disposal of soil and/or groundwater subject to the Site Cleanup Rules, in accordance with 18 AAC 75.325(i). Please contact DEC for information about applicable regulations and requirements. A "site", as defined by 18 AAC 75.990, means an area that is contaminated, including areas contaminated by the migration of hazardous substances from a source area, regardless of property ownership.

Movement or use of contaminated material in an ecologically sensitive area or in a manner that results in a violation of 18 AAC 70 water quality standards is prohibited. Furthermore, 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. If, in the future, groundwater from this site is to be used for other purposes, such as aquaculture, additional testing and treatment may be required to ensure the water is suitable for its intended use.

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/731.

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 ICs are determined to be ineffective or if information indicates that contaminants at this site may pose an unacceptable risk to human health or the environment.

Informal Reviews and Adjudicatory Hearings

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

If you have any questions about this closure decision, please contact me at (907) 451-2911, or by email at Laura.Jacobs@alaska.gov.

Sincerely,

Laura Jacobs
Project Manager

Enclosures: Recorded Environmental Covenant

cc: DEC, Division of Spill Prevention and Response, Cost Recovery Unit
Alyssa Mallard, DNR
Andrew Frick, Shannon & Wilson

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

ENVIRONMENTAL COVENANT

Grantor(s): State of Alaska, Department of Natural Resources
Division of Mining, Land, & Water
3700 Airport Way
Fairbanks, AK 99709

Holder/Grantee(s): State of Alaska, Department of Natural Resources
Division of Mining, Land, & Water
3700 Airport Way
Fairbanks, AK 99709

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:

Government Lot 2 of the U.S. Government Plat of Survey accepted 1/5/1964 within Section 28, Township 1 North, Range 2 West, Fairbanks 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: Grant Mine (the "Site")
DEC Hazard ID: 731
Site Address: 1.2 miles up Saint Patrick Road, Ester Dome, Fairbanks, AK 99708

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 (18 AAC 75.325–18 AAC 75.390). 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; and because an engineered feature—a 30-inch compacted silt cap—is present on the Site that will not function as intended if disturbed and requires ongoing monitoring. Residual contamination remaining on the Property includes the following hazardous substances, pollutants, or contaminants (Contaminants):

Media	Contaminants
Soil	*Metals: antimony, free cyanide, mercury, and silver*

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

Summary of Environmental Actions – The Property contains portions of the Grant Mine where a response action was performed by Roger Burggraf due to past milling and underground mining operations. A primary tailings impoundment was constructed in 1985, which consisted of a compacted silt constructed liner bordered by a 45-foot-high earthen berm. The impoundment received the tailings from the cyanide process used to extract gold from 1985 to 1989. The tailings slurry contained waste rock, lime, sodium cyanide, and water. In 1985, two supply wells uphill from the tailings impoundment were found to have concentrations of cyanide above the federally established maximum contaminant level of 0.2 milligrams per liter. The wells were sampled after tailings were accidentally discharged upslope of the impoundment, allowing tailings to reach the groundwater through one of the supply wells. The well casing was removed and sealed with pressure grouting in 1989. Site characterization under 18 AAC 75.335 began with sampling of the adjacent supply well and two monitoring wells installed downgradient from the primary tailings impoundment. Groundwater was monitored from the upgradient supply wells from 1988 to 1989 and documented decreasing levels of total cyanide. Groundwater was then monitored in the downgradient wells from 1989 to September 2021 when three consecutive monitoring events resulted in free cyanide levels and all other contaminants except arsenic below DEC cleanup levels. Although arsenic was present above the groundwater cleanup levels, the concentration was less than 20 percent of the background concentrations reported in the 1994 EPA site investigation. The remaining tailings held in the unlined secondary tailings impoundment were excavated in October 2019 and deposited into the lined facility of the primary tailings impoundment. In 2021 the earthen berm surrounding the impoundment was dismantled and spread over the tailings. The tailings impoundment was then capped in accordance with DEC Solid Waste regulations, 18 AAC 60.455 which defines mining waste, and 18 AAC 60.485 which presents capping/cover criteria for industrial waste. The concentrations of antimony, free cyanide, mercury, and silver in soil are above the DEC approved cleanup levels in the capped tailings impoundment.

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:

A. Grantor, its successors and assigns, all present and subsequent owners, and current and future occupants, lessees or other persons holding or acquiring an interest in the Property shall not take any of the following actions without prior written approval from DEC:

    1) Any action that may negatively impact or interfere with either the response action or any operation, maintenance, inspection or monitoring of that response action (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) Any action that may increase the risks to human health, safety, welfare, or to the environment at the Property. 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) Construct, modify, or use buildings on the contaminated area of the Property.

    4) Grade, excavate, dig, till, or otherwise disturb the contaminated area of the Property.

5) Use the Property for residential purposes including child day care, educational facilities, playgrounds, hospitals, or similar facilities.

6) Subdivide or replat of the Property.

B. Grantor, its successors and assigns, all present and subsequent owners, and current and future occupants, lessees or other persons holding or acquiring an interest in the Property shall:

1) Ensure the engineered feature is inspected every month for five years between the months of April through October following closure and maintained as needed to prevent contact by humans or animals with subsurface contaminated soil, and to prevent the infiltration of water and potential leaching of contaminants. Following the first five years, the engineered feature will be inspected once every five years. Grantor shall report any damage to the engineered feature to DEC using the contact info below within ten (10) days after discovery. Grantor shall ensure the engineered feature is repaired as quickly as possible. Documentation of the repairs shall be submitted to DEC within 30 days after discovery.

2) Notify DEC if contaminated soil on the Property becomes accessible in the future, characterize the contamination, and, if determined necessary by DEC, cleanup the soil pursuant to DEC's Site Cleanup Rules.

C. DEC approval is required prior to moving soil where contamination remains above applicable cleanup levels. If DEC approval for movement is granted, any moved soil must still 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.

Included in Appendix A is/are a Site Survey or Diagram(s) 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.

Reporting - Grantor shall report to DEC every five (5) years to document the status of compliance with the activity and use limitations described in this Covenant.

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 Roger Burggraf:
830 Sheep Creek Road
Fairbanks, AK 99709

To DEC:
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.

Consent to Access - Grantor hereby consents to employees, contractors, and authorized representatives of DEC and Mr. Burggraf to enter and have continued access to the Property at reasonable times for the purpose of:

A. Implementing, operating, and maintaining the environmental response project;

B. Monitoring and conducting periodic reviews of the environmental response project, including and without limitation: sampling air, water, groundwater, sediments and soils;

C. Verifying any data or information submitted to DEC or Mr. Burggraf; 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, or of any federal or state environmental laws or regulations.

Nothing in this Environmental Covenant shall limit or otherwise affect DEC or Mr. Burggraf'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.

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 manages, controls, and holds title to the Property on behalf of the State of Alaska; that Grantor has a good and lawful right and power to bind the Property as provided in this Environmental Covenant; and that the Property is free and clear of encumbrances.

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

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

Liberal Construction - Any general rule of construction to the contrary notwithstanding, this Covenant shall be liberally construed in favor of the establishment of activity and use limitations that run with the land to 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:

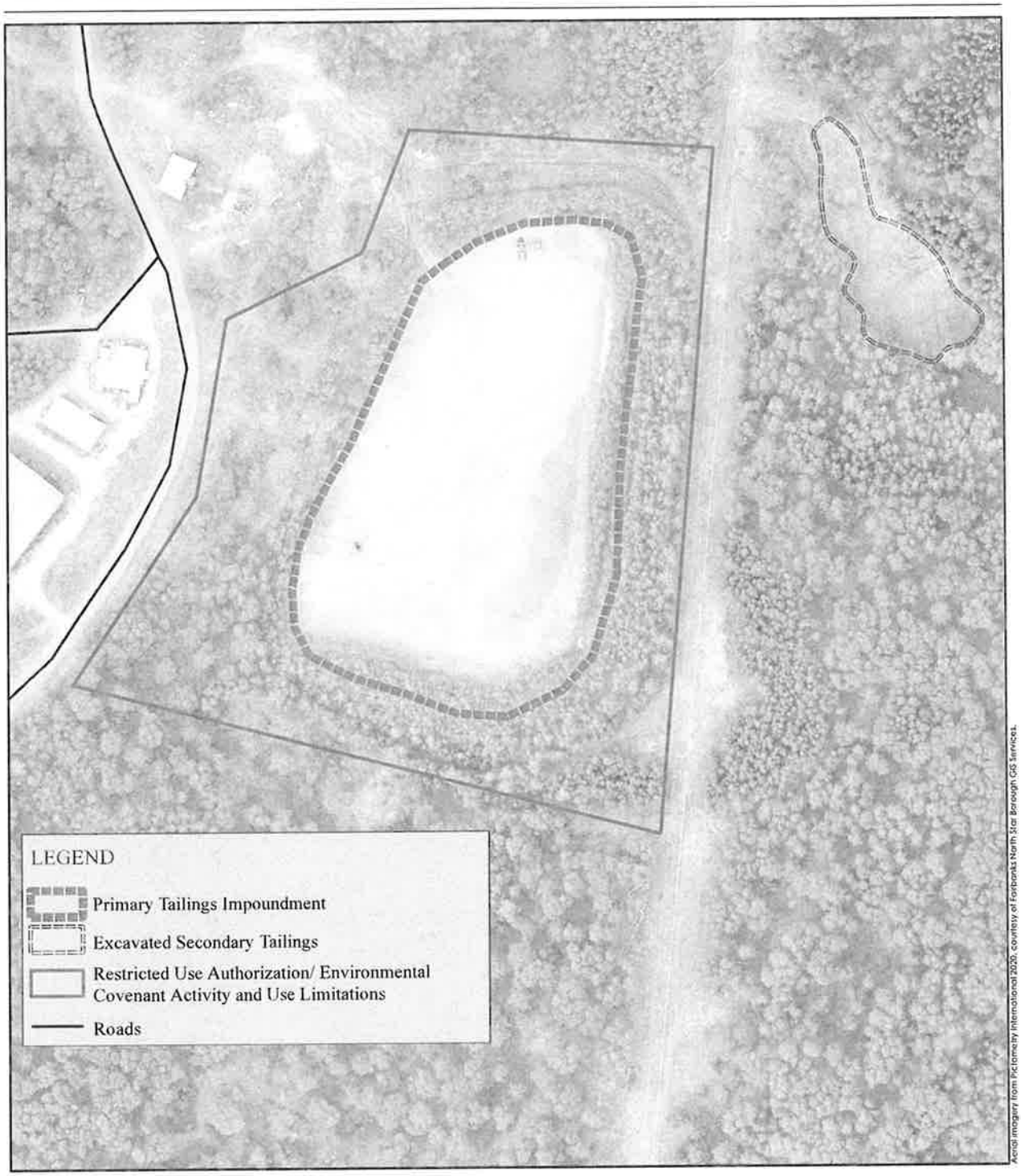
Appendix A – Legal Description, Map(s) of the Property and Diagram(s) Showing Location of the Contamination

Appendix A

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

Grant Mine

Saint Patrick Road Fairbanks, Alaska



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Feet

May 2023

Government Lot 2 of the U.S. Government Plat of Survey accepted 1/5/1964 within Section 28, Township 1 North, Range 2 West, Fairbanks Meridian

GRANTOR(S) SIGNATURE BLOCK

The undersigned Grantor warrants she/he holds the title to _____ [property] _____ OR _____ [easement, right-of-way or other on the property] _____ and has authority to execute this instrument.

EXECUTED this _____ day of _____, 20___.

John C Boyle III — Printed Name

Commissioner — Title

Signature

8 September 23 — Date

-----INDIVIDUAL

THIS IS TO CERTIFY that on this 8th day of September 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 8th day of September 2023 at Anchorage, Alaska.

ASHLEY SPIELMAN My Commission Expires NOTARY PUBLIC With Office STATE OF ALASKA

Ashley Spielman

Notary Public in and for the State of Alaska

My Commission Expires: With Office

------CORPORATION

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

WITNESS my hand and official seal this _____day of _____ 20 ____ at _____, Alaska.

Notary Public in and for the State of Alaska

My Commission Expires: _____

---------Representative

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

WITNESS my hand and official seal this _____day of _____ 20 ____ at _____, Alaska.

Notary Public in and for the State of Alaska

My Commission Expires: _____

EPok 9/11/23

Notice Approved by Authorized DEC Representative Date

Emma Pokon Acting Commissioner

Printed Name of Authorized DEC Representative Title