



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 99709-3643
Phone: 907-451-2143
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www.dec.alaska.gov

File: 100.38.193

November 7, 2024

Mr. Jason Brown
Manager, Environmental Affairs
Alaska Airlines, Inc., SEAZE
P. O. Box 68900
Seattle, WA, 98168-0900

Re: Decision Document: FIA - Alaska Airlines Air Cargo - GSE - HOT
Cleanup Complete Determination – Institutional Controls

Dear Mr. Brown:

The Alaska Department of Environmental Conservation, Contaminated Sites Program (ADEC) has completed a review of the environmental records associated with the FIA - Alaska Airlines Air Cargo - GSE - HOT located at Block 2, Lot 4C of the Fairbanks International Airport (FIA) 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 FIA - Alaska Airlines Air Cargo - GSE – HOT maintained by ADEC. 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: FIA - Alaska Airlines Air Cargo - GSE – HOT

Site Address: Block 2, Lot 4C, Alaska Airlines (AS) Ground Support Equipment (GSE)/Air Cargo Facility, Fairbanks International Airport (FAI), Fairbanks, Alaska 99709

Name and Mailing Address of Contact Party:

Mr. Jason Brown, Alaska Airlines, SEAZE, P.O. Box 68900, Seattle, WA 98168

ADEC Site Identifiers: File No.: 100.38.193,
Hazard ID.: 4204

Regulatory Authority for Determination: 18 AAC 75

Site Description and Background

The site is located near the west end of FIA adjacent to Airport Industrial Road. The site lies within a lease lot and has been used for airport activities, including aircraft storage, since the airport began operations in 1952. The lot is currently leased by Alaska Airlines (AS) GSE/Air Cargo. The lot is mostly paved with asphalt and concrete and is fenced within the FIA security zone. The GSE/Air Cargo Facility building is approximately 200 feet long and 100 feet wide and is located near the center of the lot. The subsurface in this area consists of poorly graded sand, sandy silt, and silt which was deposited by the Tanana River. Gravel was also observed during excavation activities which may be fill material.

In August 2005, a 5,000-gallon single walled underground heating oil tank located near the northeast corner of the GSE/Air Cargo building was removed as part of a facility upgrade plan for Alaska Airlines. During excavation, fuel impacted soil was observed near the tank's fill port, vent line, and in the excavation pit, appearing to be associated with surface releases near the fill port. The volume of the release was unknown. The tank and 15 cubic yards of contaminated soil were removed from the excavation. Excavation ceased along the south edge to maintain the integrity of the building foundation, but continued east, north, and west until field headspace screening results were less than 5 parts-per-million (ppm). Sampling results will be discussed in the Characterization and Cleanup section, below. The contaminated soil was transported to OIT, Inc. for thermal remediation.

The site is also impacted by polyfluoroalkyl substances (PFAS) and lies within the FIA-Sitewide PFAS contaminated groundwater plume (ADEC file# 100.38.277).

Contaminants of Concern

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

- GRO
- DRO
- Benzene
- Ethylbenzene
- Xylenes
- 1,2,4-Trimethylbenzene
- 1,3,5-Trimethylbenzene
- Benz(a)anthracene
- Benzo(a)pyrene
- 1-Methylnaphthalene
- 2-Methylnaphthalene
- Naphthalene

Cleanup Levels

DRO, ethylbenzene, xylene, 1-methylnaphthalene, and 2-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.

GRO, DRO, RRO, benzene, ethylbenzene, xylene, 1,2,4-trimethylbenzene, 1,3,5-trimethylbenzene, 1-methylnaphthalene, 2-methylnaphthalene and naphthalene were 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 |
| DRO | 250 | 1500 |
| RRO | 10000 | 1100 |
| Benzene | 0.022 | 4.6 |
| Ethylbenzene | 0.13 | 15 |
| Xylenes | 1.5 | 190 |
| 1,2,4-Trimethylbenzene | 0.61 | 56 |
| 1,3,5-Trimethylbenzene | 0.66 | 60 |
| Benz(a)anthracene | 0.7 | 0.3 |
| Benzo(a)pyrene | 1.9 | 0.25 |
| 1-Methylnaphthalene | 0.41 | 11 |
| 2-Methylnaphthalene | 1.3 | 36 |
| Naphthalene | 0.038 | 1.7 |

mg/kg = milligrams per kilogram
µg/L = micrograms per liter

Characterization and Cleanup Activities

Following the August 2005 tank and contaminated soil removal, four soil samples were collected for laboratory analysis, one from along the south wall and three from the excavation floor. Contamination was greatest in the excavation floor with DRO, benzo(a)anthracene, benzo(a)pyrene, and naphthalene remaining above cleanup levels (see Table 2a).

A membrane interface probe (MIP) was used in September 2006 to help delineate the extent of soil contamination. Fifteen locations were sampled using the MIP, however only three resulted in significant responses. These three locations were located within the former excavation footprint and the elevated responses only occurred at or below the water table. Soil samples were not collected for laboratory analysis.

Immediately following the MIP sampling event in 2006, three monitoring wells (MW07, MW08, and MW09), were installed. MW08 was located downgradient from the excavation, while MW07 and MW09 were located on the northwest and southeast ends of the former excavation. These wells were sampled in September 2006 for GRO, DRO and BTEX. No analytes were detected in MW08, but some were detected in the other two wells. MW09 had the highest concentrations of analytes above cleanup levels.

Three additional groundwater monitoring wells were installed in 2008 at upgradient (MW-10 and MW-11) and downgradient (MW-12) locations. Groundwater monitoring was conducted annually from 2008 to 2019 for wells MW-2, MW-07, MW-07R (MW-07 replacement in 2017), MW08, MW09, MW-10, MW-11 and MW-12. Free product was observed in MW09 twice, most recently in 2017, but it has not been observed in any other well. Contaminants have not been observed above cleanup levels in downgradient wells MW08 and MW-12 over the past 10 sampling events (since 2010). Upgradient well MW-10 contained naphthalene above cleanup levels, at 4.9 µg/L in August 2019 but no other exceedances have been observed in MW-10 since 2010.

In 2011, four exterior vapor monitoring points were installed at a depth of 4 feet below ground surface along the GSE/Air Cargo building in the area most likely to be impacted by contaminated soil gas vapors. VP-1 and VP-2 were placed along the north wall while VP-3 and VP-4 were placed along the north end of the east wall in the area intersected by the groundwater plume (Figure 1). Benzene was reported in three of the four samples with concentrations ranging from 7.7 $\mu\text{g}/\text{m}^3$ in VP-3 to 84 $\mu\text{g}/\text{m}^3$ in VP-1. Benzene was the only contaminant reported at a concentration above the residential soil gas target level of 36 $\mu\text{g}/\text{m}^3$, however it was below the commercial soil gas target level of 160 $\mu\text{g}/\text{m}^3$. Benzene was not detected in VP-2. Ethylbenzene, toluene, and xylene were observed in all samples, however none exceeded ADEC residential target levels.

Table 2a – Maximum Contaminant Concentrations Remaining in Soil

| Contaminant | Soil (mg/kg) |
|-------------------|--------------|
| DRO | 2180 |
| Benz(a)anthracene | 1.55 |
| Benzo(a)pyrene | 1.55 |
| Naphthalene | 0.91 |

mg/kg = milligrams per kilogram

Table 2b – Maximum Contaminant Concentrations Remaining in Groundwater

| Contaminant | Groundwater ($\mu\text{g}/\text{L}$) |
|------------------------|--|
| GRO | 5290 |
| DRO | 22500 |
| RRO | 1100 |
| Benzene | 392 |
| Ethylbenzene | 254 |
| Xylene | 1350 |
| 1,2,4-Trimethylbenzene | 253 |
| 1,3,5-Trimethylbenzene | 100 |
| 1- Methylnaphthalene | 72 |
| 2- Methylnaphthalene | 76 |
| Naphthalene | 131 |

$\mu\text{g}/\text{L}$ = micrograms per liter

Cumulative Risk Evaluation

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

Based on a review of the environmental record, ADEC has determined that residual contaminant concentrations do not meet the cumulative risk criteria for human health.

Cumulative risk at this site was calculated assuming a residential land use and using the highest contaminant concentrations remaining at the site. The results indicate a cumulative carcinogenic cancer risk of 1,900 in 100,000 and a non-carcinogenic hazard index of 49. Cumulative risk is driven primarily via exposure to the groundwater with naphthalene and benzene being the greatest risk drivers for both non-carcinogenic and carcinogenic risk. Benzo(a)pyrene also contributes to carcinogenic risk via direct contact with soil.

An environmental covenant is in place to prevent future residential use unless vapor intrusion risks are addressed, and to prevent the installation of water wells without prior ADEC approval.

Exposure Pathway Evaluation

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

Table 3 – Exposure Pathway Evaluation

| Pathway | Result | Explanation |
|---|---------------------|---|
| Direct Contact with Surface Soil | Pathway Incomplete | Contaminated surface soil was removed from the site (0 to 2 feet below ground surface). |
| Direct Contact with Subsurface Soil | Exposure Controlled | Benzo(a)pyrene was present above human health levels in sub-surface soil near the northeast corner of the main facility building. An environmental covenant has been recorded requiring characterization and, if appropriate, cleanup of contaminated soil when the shop building is removed and the soil can be accessed. |
| Inhalation – Outdoor Air | De Minimis Exposure | Contamination remains in the sub-surface but is below inhalation and human health cleanup levels. |
| Inhalation – Indoor Air (vapor intrusion) | Exposure Controlled | Soil gas data collected near the shop building indicated that concentrations were below target levels for commercial settings. An environmental covenant has been recorded requiring additional vapor intrusion evaluation if building use changes or building construction is planned within 30 feet of the contaminated area. |
| Groundwater Ingestion | Exposure Controlled | Residual groundwater contamination is still present but is stable and decreasing. Municipal service provides drinking water to the site. An environmental covenant has been recorded requiring additional characterization and treatment if groundwater from the site is to be used. |
| Surface Water Ingestion | Pathway Incomplete | Residual contamination is not expected to migrate to surface water. |
| Wild and Farmed Foods Ingestion | Pathway Incomplete | Site is completely covered by asphalt and a building slab/footing. |
| Exposure to Ecological Receptors | Pathway Incomplete | Contamination only remains in the sub-surface. The site is completely covered by asphalt and a building slab/footing. |

Notes to Table 3:

- “De Minimis Exposure” means that in ADEC’s judgment receptors are unlikely to be affected by the minimal volume or concentration of remaining contamination.

- “Pathway Incomplete” means that in ADEC’s judgment contamination has no potential to contact receptors.
- “Exposure Controlled” means there is an institutional control in place limiting land or groundwater use and there may be a physical barrier in place that prevents contact with residual contamination.

ADEC Decision

Petroleum contamination remains in sub-surface soil and groundwater; however, the impacted soil and groundwater from the release is confined to the vicinity of the former buried heating oil tank as shown in the attached figure.

The source of contamination and contaminated soil in the area of the release have been removed down to groundwater and as close to the building as was safely possible. Soil samples have indicated contamination remains beneath the northeast corner of the GSE/Air Cargo building and within the smear zone near the release above approved cleanup levels for unrestricted land use. The groundwater contaminant plume remains near the source area with long-term monitoring indicating it is steady and/or decreasing. Therefore, ADEC has determined the residual soil contamination does not pose an unacceptable migration to groundwater concern. Groundwater at the site is not currently used as a source of drinking water, as the property is connected to the municipal water system.

An Environmental Covenant has been approved by all affiliated parties and has been recorded in the land records maintained by the Alaska Department of Natural Resources and a copy is attached to this letter.

Institutional controls necessary to support this closure determination include:

1. If the use of a building on the Site changes, or if buildings are constructed within 30 feet of the contamination on the Property, ADEC must be notified and may require that the landowner complete an evaluation of vapor intrusion and mitigation of any vapor intrusion risks.
2. No groundwater wells shall be installed on the Site without prior ADEC approval.
3. Contaminated groundwater underlying the Site may not be pumped, drained, or dewatered; or used for irrigation, dust control, or any other purpose without prior ADEC approval. If that use is approved under this covenant, that use is still subject to all applicable treatment, monitoring, disposal, and permitting requirements.
4. ADEC must be notified in advance of any subdivision or replat of the Property or lease lot. This Covenant must be included as part of future Property transactions, including leases, and attached to subsequent associated parcels, as determined applicable by ADEC.
5. ADEC approval is required prior to moving soil or groundwater where contamination remains above applicable cleanup levels. If ADEC approval for movement is granted, any moved soil or groundwater must still be characterized and managed following regulations applicable at that time.
6. Movement or use of contaminated material in a manner that results in a violation of 18 AAC 70 Water Quality Standards is prohibited.
7. Groundwater throughout Alaska is protected for use as a water supply for drinking, culinary and food processing, agriculture including irrigation and stock watering, aquaculture, and industrial use. Contaminated site cleanup complete determinations are based on groundwater being considered a potential drinking water source. In the event that groundwater from this Site is to be used for other purposes in the future, such as aquaculture, additional characterization and treatment may be required to ensure the water is suitable for its intended use.

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

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

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

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

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 ADEC’s “Appeal a ADEC 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 questions about this closure decision, please feel free to contact me at (907)451-2752 or email at shawn.tisdell@alaska.gov.

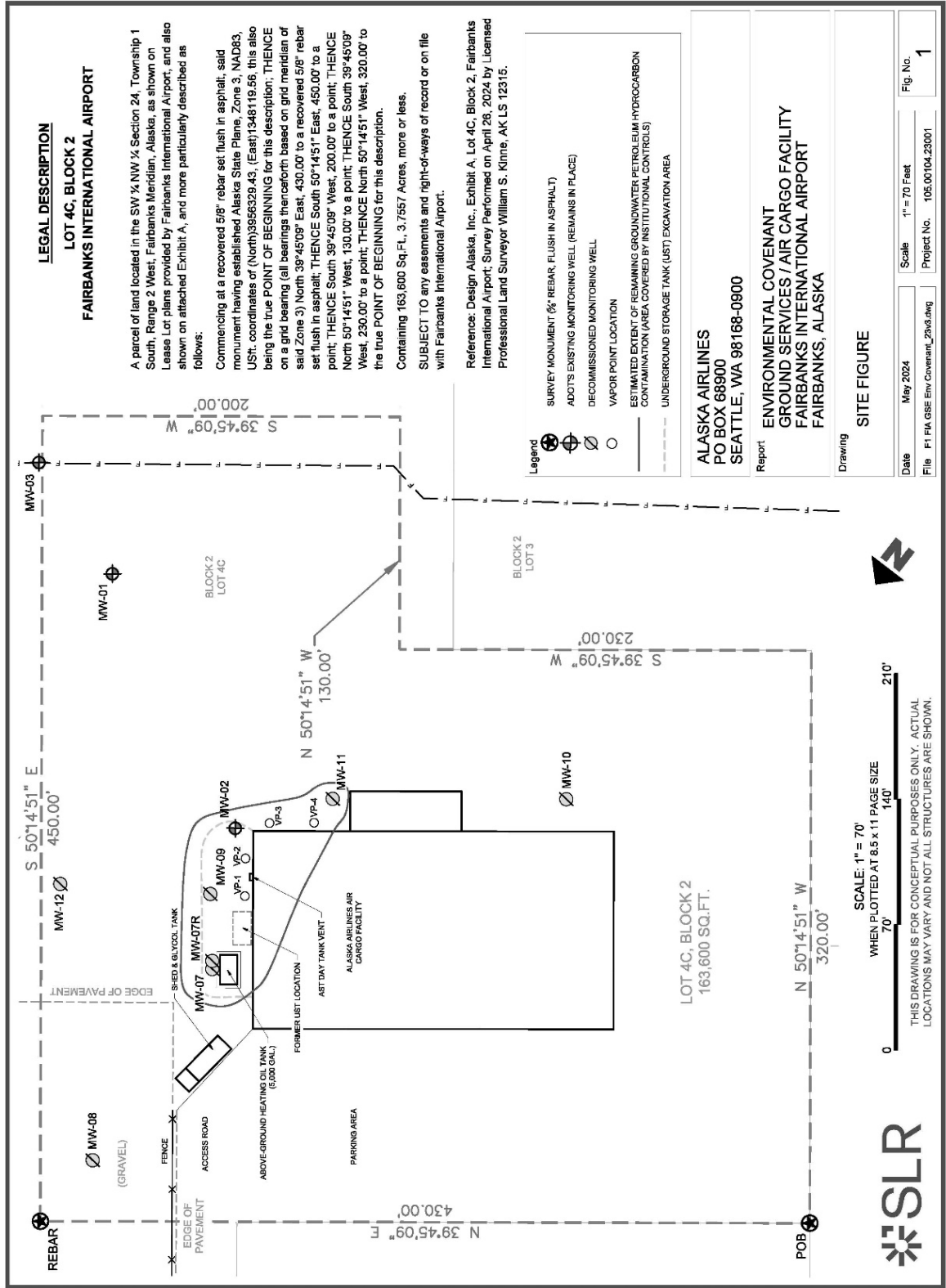
Sincerely,

Shawn Tisdell
Project Manager

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

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

cc: Spill Prevention and Response, Cost Recovery Unit





Recording District: Fairbanks

Return to: J. Matter

6450 airport way Ste 1

Fairbanks AK 99709

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): State of Alaska Department of Transportation & Public Facilities, Fairbanks
International Airport

Grantee(s): State of Alaska Department of Transportation & Public Facilities, Fairbanks
International Airport

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:

A parcel of land located in the SW ¼ NW ¼ Section 24, Township 1 South, Range 2 West, Fairbanks Meridian, Alaska and more particularly described as follows:
Commencing at a recovered 5/8" rebar set flush in asphalt, said monument having established Alaska State Plane, Zone 3, NAD83, US ft. coordinates of (North)3956329.43, (East)1348119.56, this also being the true POINT OF BEGINNING for this description; THENCE on a grid bearing (all bearings thenceforth based on grid meridian of said Zone 3) North 39°45'09" East, 430.00' to a recovered 5/8" rebar set flush in asphalt; THENCE South 50°14'51" East, 450.00' to a point; THENCE South 39°45'09" West, 200.00' to a point; THENCE North 50°14'51" West, 130.00' to a point; THENCE South 39°45'09" West, 230.00' to a point; THENCE North 50°14'51" West, 320.00' to the true POINT OF BEGINNING for this description. (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: FIA - Alaska Airlines Air Cargo - GSE - HOT

DEC Hazard ID: 4204

Site Address: Block 2, Lot 4C, Alaska Airlines (AS) Ground Support Equipment (GSE)/Air Cargo Facility, Fairbanks International Airport (FAI), Fairbanks, Alaska 99709

The current boundaries of the contaminated site are shown in the map attached as Appendix A (the "Site"). 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) or 18 AAC 78.995(134), as applicable.

IV. This Covenant subjects the Site 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), 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 at the Site includes the following hazardous substances, pollutants, or contaminants (Contaminants):

| Media | Contaminants |
|-------------|--|
| Soil | diesel range organics (DRO), naphthalene, benzo[a]pyrene, benz[a]anthracene |
| Soil Gas | benzene |
| Groundwater | gasoline range organics (GRO), DRO, benzene, ethylbenzene, xylene, 1,2,4-trimethylbenzene, 1,3,5-trimethylbenzene, 1-methylnaphthalene, 2-methylnaphthalene, naphthalene |

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, State of Alaska Department of Transportation & Public Facilities, Fairbanks International Airport, shall be considered the **Grantor**, and State of Alaska Department of Transportation & Public Facilities, Fairbanks International Airport 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 7, 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 – This site is located at the Fairbanks International Airport. In August 2005, a 5,000-gallon single walled underground heating oil tank located near the northeast corner of the GSE/Air Cargo building was removed as part of a facility upgrade plan for Alaska Airlines. During excavation, fuel impacted soil was observed near the tank's fill port, vent line and in the excavation pit, appearing to be associated with surface releases near the fill port. The volume of the release was unknown. Excavation ceased along the south edge to maintain the integrity of the building foundation, but continued east, north, and west until field headspace screening results were less than 5 parts-per-million (ppm). The tank and 15 cubic yards of contaminated soil were removed from the excavation. Soil samples collected from the excavation sidewalls and bottom show residual impacts are localized to the base of the excavation and beneath the building foundation. DRO, benzo(a)anthracene benzo(a)pyrene, and naphthalene are the remaining contaminants of concern in soil.

Groundwater impacts remain relatively stable at the site. Groundwater monitoring was conducted annually from 2008 to 2019 from seven wells. Contaminant concentrations remained consistently above cleanup levels (CULs) in wells near the former excavation area, but have not been observed above CULs in downgradient wells since 2010 and remained near the source area with long-term monitoring indicating it is steady and/or decreasing

Soil gas was sampled in 2011 along the north and east side of the building slab at a depth of four feet below the ground surface. Benzene was the only contaminant reporting a concentration above the residential soil gas target level, however it was below the commercial soil gas target level.

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

1. If the use of a building on the Site changes, or if buildings are constructed within 30 feet of the contamination on the Property, ADEC must be notified and may require that the landowner complete an evaluation of vapor intrusion and mitigation of any vapor intrusion risks.
2. No groundwater wells shall be installed on the Site without prior ADEC approval.
3. Contaminated groundwater underlying the Site may not be pumped, drained, or dewatered; or used for irrigation, dust control, or any other purpose without prior ADEC approval. If that use is approved under this covenant, that use is still subject to all applicable treatment, monitoring, disposal, and permitting requirements.
4. ADEC must be notified in advance of any subdivision or replat of the Property or lease lot.



This Covenant must be included as part of future Property transactions, including leases, and attached to subsequent associated parcels, as determined applicable by ADEC.

5. ADEC approval is required prior to moving soil or groundwater where contamination remains above applicable cleanup levels. If ADEC approval for movement is granted, any moved soil or groundwater must still be characterized and managed following regulations applicable at that time.
6. Movement or use of contaminated material in a manner that results in a violation of 18 AAC 70 Water Quality Standards is prohibited.
7. 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 drawn to scale that shows the Property boundaries, locations of existing structures, the area that has been cleaned up, the Site (i.e. the location and extent of remaining soil and/or groundwater contamination which is subject to the activity and use limitations described in this Covenant), alternative points of compliance for groundwater contamination, and the locations where soil gas samples were collected.

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 Site, 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.

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 limit 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 effectuate 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.

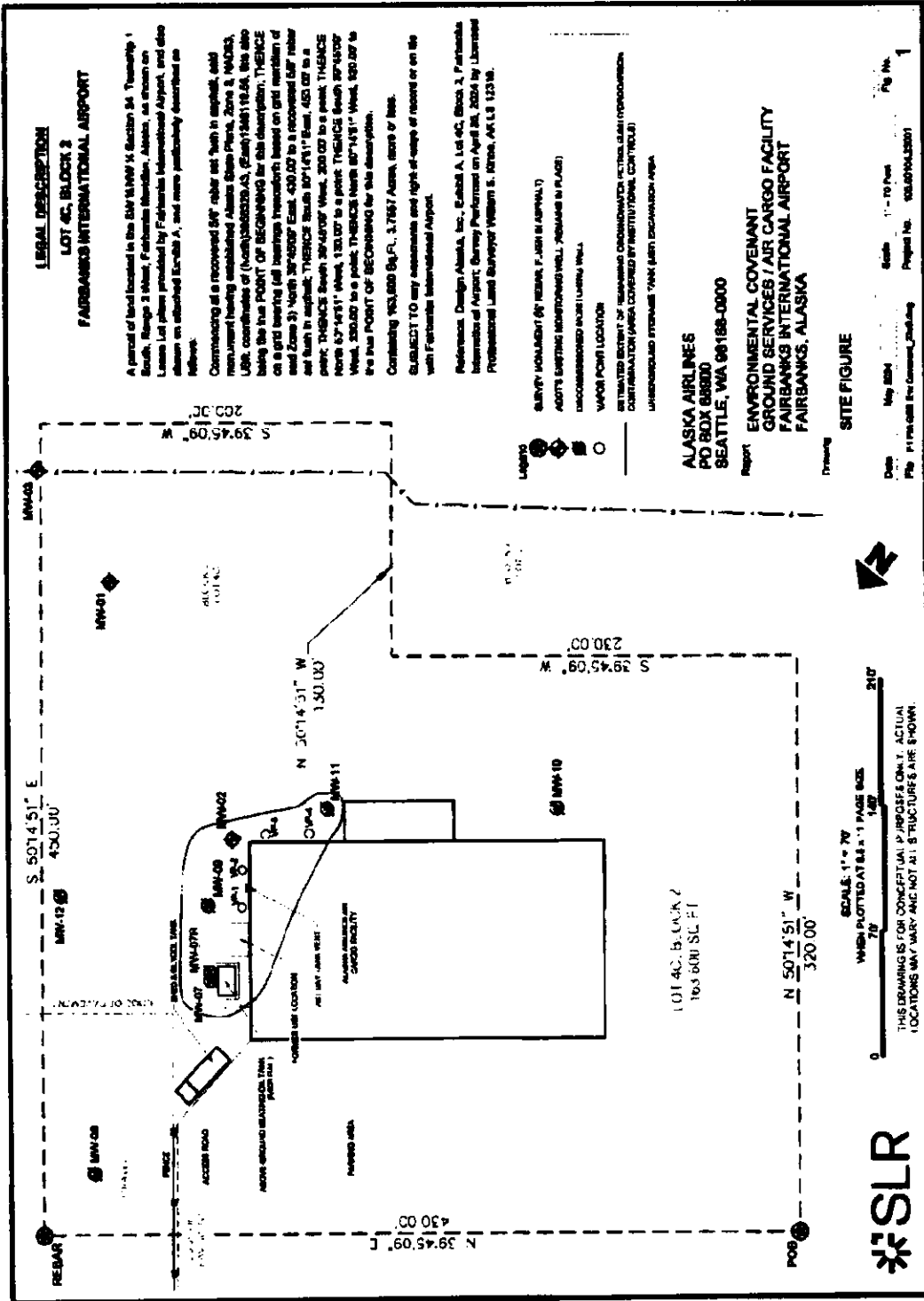
Effective Date - This Covenant is effective on the date it is recorded with the appropriate recorders' office.

List of Appendices:

Appendix A – Legal Description and Diagram of lot Showing Location of the Contamination



Diagram of the Lot Showing Location of the Contaminated Site (drawn to scale)



LEGAL DESCRIPTION
LOT 4C, BLOCK 2
FAIRBANKS INTERNATIONAL AIRPORT

A parcel of land located in the SW 1/4 of Section 34 Township 1 South, Range 3 West, Fairbanks Meridian, Alaska, as shown on Lease Lot plan provided by Fairbanks International Airport, and also shown as attached Exhibit A, and more particularly described as follows:

Commencing at a recovered SPT well set with in asphalt, and monument having established Alaska State Plane, Zone 3, NAD83, UTM coordinates of (North) 320320.43, East 1346119.54, this also being the true POINT OF BEGINNING for this description; THENCE on a grid bearing (all bearings true) based on grid meridian of zone 3) North 30°45'00" East, 430.00 to a recovered SPT well set with in asphalt; THENCE South 87°14'31" East, 320.00 to a point; THENCE South 30°45'00" West, 130.00 to a point; THENCE North 87°14'31" West, 320.00 to the true POINT OF BEGINNING for this description.

Containing 463,880 Sq. Ft., 3.7667 Acres, more or less. SUBJECT TO any easements and rights of record or on file with Fairbanks International Airport.

Reference: Design Alaska, Inc., Exhibit A, Lot 4C, Block 2, Fairbanks International Airport Survey Performed on April 28, 2004 by Licensed Professional Land Surveyor William S. Jensen, A.L.S. 11218.

- Legend**
- SURVEY MONUMENT (BY DESIGN, P. 108 IN APPENDIX)
 - ADULT'S EXISTING MONUMENTED WELL, REMAINS IN PLACE
 - UNCOMPLETED MONUMENT (LIVING WELL)
 - VAPOR POINT LOCATION
- ESTIMATED EXTENT OF REMEDIATED CONTAMINATION (ACTUAL AND PROPOSED) CONTAMINATION POINTS (CIRCLES) BY REMEDIATION CONTRACTOR (SEE EXHIBIT A, APPENDIX).
- UNRECOVERED REMAINS (X) (SEE EXHIBIT A, APPENDIX).

ALASKA AIRLINES
 PO BOX 68800
 SEATTLE, WA 98188-0800

Report
 ENVIRONMENTAL GOVERNMENT
 GROUND SERVICES / AIR CARGO FACILITY
 FAIRBANKS INTERNATIONAL AIRPORT
 FAIRBANKS, ALASKA

SITE FIGURE

Date: May 2004
 Scale: 1" = 70 Feet
 Project No.: 04-0104-0001
 Fig. No.: 1



GRANTOR(S) SIGNATURE BLOCK

The undersigned Grantor warrants she/he holds the title to the Property and has authority to execute this instrument.

EXECUTED this 23 day of August, 2024.

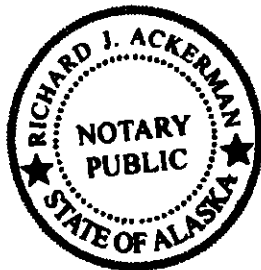
Angela Spair
Printed Name Title Airport Director

[Signature]
Signature Date 8/23/24

-----INDIVIDUAL

THIS IS TO CERTIFY that on this 23 day of August 2024 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 23RD day of AUGUST 2024 at FAIRBANKS, Alaska.



[Signature]
Notary Public in and for the State of Alaska
My Commission Expires: WIT OFFICE

[Signature]
Notice Approved by Authorized DEC Representative

10/7/24
Date

Emma Pokon
Printed Name of Authorized DEC Representative

Commissioner
Title





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

June 14, 2023

LIMITED LIABILITY REPORT

Report No.: 2049682
 Fee: \$250.00
 Effective Date: May 23, 2023
 Recording District: Fourth Judicial District
 Property Address: 5175 Airport Industrial Road, Fairbanks, AK 99709
 Property Legal Description: Lot 4C, Block 2, FAIRBANKS AIRPORT, according to the official plat thereof, on file in the office of the State of Alaska, Department of Transportation and Public Facilities, Division of Airport Leasing, Land Occupancy Sheet 1 of 1, dated December 23, 1980, situate in the Fairbanks Recording District, Fourth Judicial District, State of Alaska

Fee simple title to the Property is vested as follows:

State of Alaska as to the fee interest

Alaska Airlines Inc. as to the leasehold interest

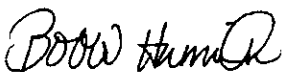
- A. According to those public records which, under the recording laws, impart constructive notice of matters relating to title to the Property, only the following matters appear in such records relating to the Property:
1. Rights or claims of parties in possession not shown by the Public Records.
 2. 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, restriction and conditions** and any failure to comply as contained in Quit Claim Deed from the **UNITED STATES OF AMERICA** to the **STATE OF ALASKA** recorded July 23, 1959 in Book 104 at Page 58.



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. **Rights of the public and/or governmental agencies** in and to any portion of said land included within the boundaries of any roadway and/or taxiway.
 12. **Easements for utilities**, drainage and rights of way, as located and established.
 13. **Any question that might arise** due to the legal description of said land referring to a map that has not been filed of record. The lease and other instruments should have used a meets and bounds description.
 14. **The leasehold estate**, created by the instrument herein referring to as the lease, upon and subject to the terms and provisions contained therein, or in any memorandum or modification thereof, which is identified as follows:

| | |
|-------------------------------|--|
| Lease Dated | : January 9, 1981 |
| Recorded | : March 2, 1981 |
| Book | : 205 |
| Page | : 304 |
| Lessor | : STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION DIVISION OF AIRPORT LEASING |
| Lessee | : ALASKA AIRLINES, INC |
| The leasehold term insured is | : 40 Years commencing February 1, 1981 |
- Supplemental No. 1** recorded November 21, 1982 in Book 247 at Page 337
15. **Any failure to comply** with the terms, covenants and provisions of any lease or sublease and the amendments or modifications thereof, as shown herein.
 16. **Any matters that may be disclosed** by an examination of the records in the files of the State of Alaska, Department of Transportation and Public Facilities.

Stewart Title Company



Authorized Countersignature
Bobbi J Hamilton, 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 be 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.

