



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of
Environmental Conservation

DIVISION OF SPILL PREVENTION AND RESPONSE
Contaminated Sites Program

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DEC File No.: 1525.38.029

May 28, 2026

Electronic Delivery Only

Josh Barsis, Alaska FUDS Program Manager
U.S. Army Corps of Engineers
Alaska District, Pacific Ocean Division
PO Box 6898
JBER, AK 99506-0898

Subject: Decision Document: Mount Edgecumbe High School
Cleanup Complete Determination – Institutional Controls

Dear Mr. Barsis,

The Alaska Department of Environmental Conservation, Contaminated Sites Program (DEC) has completed a review of the environmental records associated with Mount Edgecumbe High School, located at 1330 Seward Avenue in Sitka, Alaska (Figures 1 and 2). 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 Mount Edgecumbe High School 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:

Mount Edgecumbe High School
1330 Seward Avenue
Sitka, Alaska 99835

Name and Mailing Address of Contact Party:

Josh Barsis, Alaska FUDS Program Manager
U.S. Army Corps of Engineers
Alaska District, Pacific Ocean Division
PO Box 6898
JBER, AK 99506-0898

DEC Site Identifiers:

File No.: 1525.38.029

Regulatory Authority for Determination:

18 Alaska Administrative Code (AAC) 75

Site Description and Background

The primary source of contamination at the site is infrastructure associated with the former Sitka Naval Operations Base (NOB) A site. The NOB A facility included a power plant, a 55,000-barrel bolted-steel above-ground storage tank (AST) that contained Bunker C fuel oil, an outfall drain, an attached valve shed, associated piping contained in concrete utilidors, two underground storage tanks (USTs), and two small ASTs (Figure 3).

In 2009, a decision document (DD) was prepared that presented a selected remedy for the Sitka NOB A site. This DD recommended no further action for many areas of interest at Sitka Naval Operations Base (NOB A). In 2011, DEC issued a cleanup complete determination for the Sitka NOB A site (Hazard ID 25733).

Between 2012 and 2013, during the early planning phases for the new Aquatic Center (AC), additional environmental assessments were completed on the property which would be constructed on the former NOB A property. This sampling indicated the presence of diesel range organics (DRO), residual range organics (RRO), and lead at concentrations above the human health/maximum allowable cleanup levels. A Corrective Action Plan (CAP) was subsequently developed to address contamination that would be encountered during the construction of the AC, which would be located on the former NOB A site.

Contaminants of Concern

Following site characterization activities conducted in 2017 under the CAP, samples were collected from soil and groundwater and analyzed for DRO, RRO, benzene, toluene, ethylbenzene, and xylene (BTEX), polyaromatic hydrocarbons (PAHs), and lead. Based on these analyses, the following contaminants were detected above the applicable cleanup levels and are considered contaminants of concern (COCs):

- DRO
- RRO
- Benzene
- 1-methylnaphthalene
- 2-methylnaphthalene
- Benzo(a)Anthracene
- Benzo(a)Pyrene
- Benzo[b]fluoranthene
- Dibenz[a,h]anthracene
- Naphthalene
- Lead

Cleanup Levels

Soil cleanup levels applicable to the site are the human health/maximum allowable cleanup levels for the over 40- inches of precipitation climate zone found in 18 AAC 75.341(c), Table B1 and 18 AAC 75.341(d), Table B2 (Table 1).

In 2006, DEC issued a determination under 18 AAC 75.350 that the groundwater on Japonski Island (Figure 1) is not a reasonably expected potential future source of drinking water. As such, the Table C groundwater cleanup levels are not applicable to this site.

Table 1 – Approved Cleanup Levels

Contaminant	18 AAC 75 Human Health/Maximum Allowable Concentrations (mg/kg)
DRO	8,250
RRO	8,300
Benzo(a)pyrene	1.2
Dibenz[a,h]anthracene	6.3
Lead	400

mg/kg= milligrams per kilogram

Characterization and Cleanup Activities

Following the 2013 site assessment activities associated with construction of the new AC, a site characterization and removal effort was conducted during the 2016 and 2017 field seasons, during which 13,408 tons of contaminated soil were excavated and disposed of at the Columbia Ridge Landfill in Arlington, Oregon. Additionally, 350 cubic yards (cy) of soil was excavated from a lead-contaminated area, chemically stabilized after excavation, and later used as backfill in the excavated areas capped with 2 feet of clean fill.

During the 2016-2017 removal activities, sample depths were not recorded. Locations with residual contamination are generally located beneath sidewalks, asphalt parking areas, or the AC footprint.

Remaining Contamination

The maximum concentrations of contaminants remaining at the site is shown in Tables 2. Sample locations referred to in Tables 2 and 3 are shown in the attached Figures 4-6.

Table 2 – Maximum Contaminant Concentrations Remaining in Soil

Contaminant	Soil (mg/kg)	Sample ID	Date Sampled
DRO	15,700	CZ-10, 12	09/02/16
RRO	23,900	CZ-10, 12	09/02/16
Benzo(a)pyrene	17	SKA-A-044 ⁽¹⁾	5/15/99
Dibenz[a,h]anthracene	1.5	SKA-A-044 ⁽¹⁾	5/15/99
Lead	480	SKA-A-043	9/13/99

⁽¹⁾ The sample was likely removed during the 2017 excavation for the parking area.

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 exceed cumulative risk and the human health cleanup levels for DRO, RRO, benzo(a)pyrene, dibenz[a,h]anthracene, and lead. The risk posed by these contaminants is managed through the activity and use limitations noted in the Environmental Covenant meet the cumulative risk criteria for human health. Cumulative risk was calculated assuming residential land use and the

highest detected concentrations of contaminants in completed-cleanup samples for all Table B1 and C contaminants.

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: 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	Exposure Controlled	Excavation depths were not recorded during the most recent site characterization and remediation activities. It is unknown if contamination is present in the surface (0 to 2 feet bgs); however, all areas of known contamination are located beneath sidewalks, parking lots or other infrastructure.
Direct Contact with Subsurface Soil	Exposure Controlled	Residual soil contamination is present in the subsurface and areas of known contamination are located beneath parking lots, sidewalks and other infrastructure. An environmental covenant has been recorded to restrict the movement of contaminated soil or groundwater.
Inhalation – Outdoor Air	Pathway Incomplete	The residual contaminants are not volatile compounds and would not impact outdoor air. Additionally, all areas of known contamination are beneath parking lots, sidewalks or other infrastructure.
Inhalation – Indoor Air (vapor intrusion)	Pathway Incomplete	The residual contaminants are not volatile compounds and would not impact indoor air.
Groundwater Ingestion	Pathway Incomplete	In 2006, DEC issued a determination under 18 AAC 75.350 that the groundwater on Japonski Island is not a reasonably expected potential future source of drinking water. An environmental covenant has also been filed for this property to prohibit the use of groundwater.
Surface Water Ingestion	Pathway Incomplete	There is no surface water at this site.
Wild and Farmed Foods Ingestion	Pathway Incomplete	It is not expected that this location would be used for the harvest of food or wildlife, as it is in a populated area next to a school campus.
Exposure to Ecological Receptors	Pathway Incomplete	There are no additional concerns about ecological receptors.

Notes:

1. "Pathway Incomplete" means that, in DEC's judgment, the contamination has no potential to contact receptors.
2. "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, PAH, and lead contamination remain in the subsurface soil above levels suitable for unrestricted future use; however, DEC has approved the use of institutional controls to limit potential future exposure and risk to human health or the environment. An Environmental Covenant has been recorded in the land records maintained by the Alaska Department of Natural Resources and a copy is enclosed with this letter.

ICs necessary to support this closure determination include:

1. The landowner shall not take any action that may negatively impact or interfere with either the response action or any operation, maintenance, inspection or monitoring of that response action without prior written approval from DEC (18 AAC 75.395). "Response action" shall mean "any action taken to respond to a release or threatened release of a Contaminant, including mitigation, cleanup, and removal.
2. The landowner shall not take any action that may increase the risks to human health, safety, welfare, or of the environment at the Property without prior written approval from DEC. This includes, but is not limited to, any activity that results in the release of residual contamination that was contained as part of the remedial action or that creates a new exposure pathway for residual contamination.
3. No groundwater wells shall be installed on the contaminated area of the Property without prior DEC approval. Contaminated groundwater underlying the 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.
4. No grading, excavation, digging, tilling, or other disturbances of any kind of surface soils is permitted on the Site where surface soils 0-2 feet are contaminated, or the depth is unknown without prior review and approval from DEC.
5. Asphalt parking areas must be maintained to control exposure to underlying contaminated soil. If parking areas are proposed for repaving, or if soil below the parking area is exposed, DEC must be notified within 30 days.
6. DEC must be notified in advance of any subdivision or replat of the Property. This Covenant must be included as part of future Property transactions and attached to subsequent associated parcels, as determined applicable by DEC.
7. DEC approval is required prior to moving soil or groundwater at the Site. If DEC approval for movement is granted, any moved soil or groundwater must still be characterized and managed following regulations applicable at that time.
8. Movement or use of contaminated material in a manner that results in a violation of 18 AAC 70 Water Quality Standards is prohibited.

9. Groundwater throughout Alaska is protected for use as a water supply for drinking, culinary and food processing, agriculture including irrigation and stock watering, aquaculture, and industrial use. For this site, site cleanup complete determination is based on groundwater not being 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.

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/408>

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

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

Informal Reviews and Adjudicatory Hearings

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

If you have any questions about this closure decision, please contact me at (907) 262-8203 or by email at jenny.gates@alaska.gov.

Sincerely,



Jenny Gates
Project Manager

Enclosure: Figure 1 – Vicinity map of Japonski Island, Mount Edgecumbe High School and Sitka Naval Operations Base A (NOB A).

Figure 2 – Sitka Naval Operations Base (NOB A) and Aquatic Center.

Figure 3 – Infrastructure associated with the former Sitka NOB A Center and Aquatic Center.

Figure 4 – Diesel range organic and residual range organic soil sample location above project action limits.

Figure 5 – Lead soil sample locations above the project action limits.

Figure 6. Benzo(a)pyrene and dibenzo(a,h)anthracene soil sample locations above the project action limits.

2006 Japonski Island 350 Determination

Recorded Environmental Covenant for Mount Edgecumbe High School

cc, via email: Jamie McKellar, DEC
Michael Butikofer, DEED
Sammy Legg, DEED
David Langford, DEED
DEC, Division of Spill Prevention and Response, Cost Recovery Unit

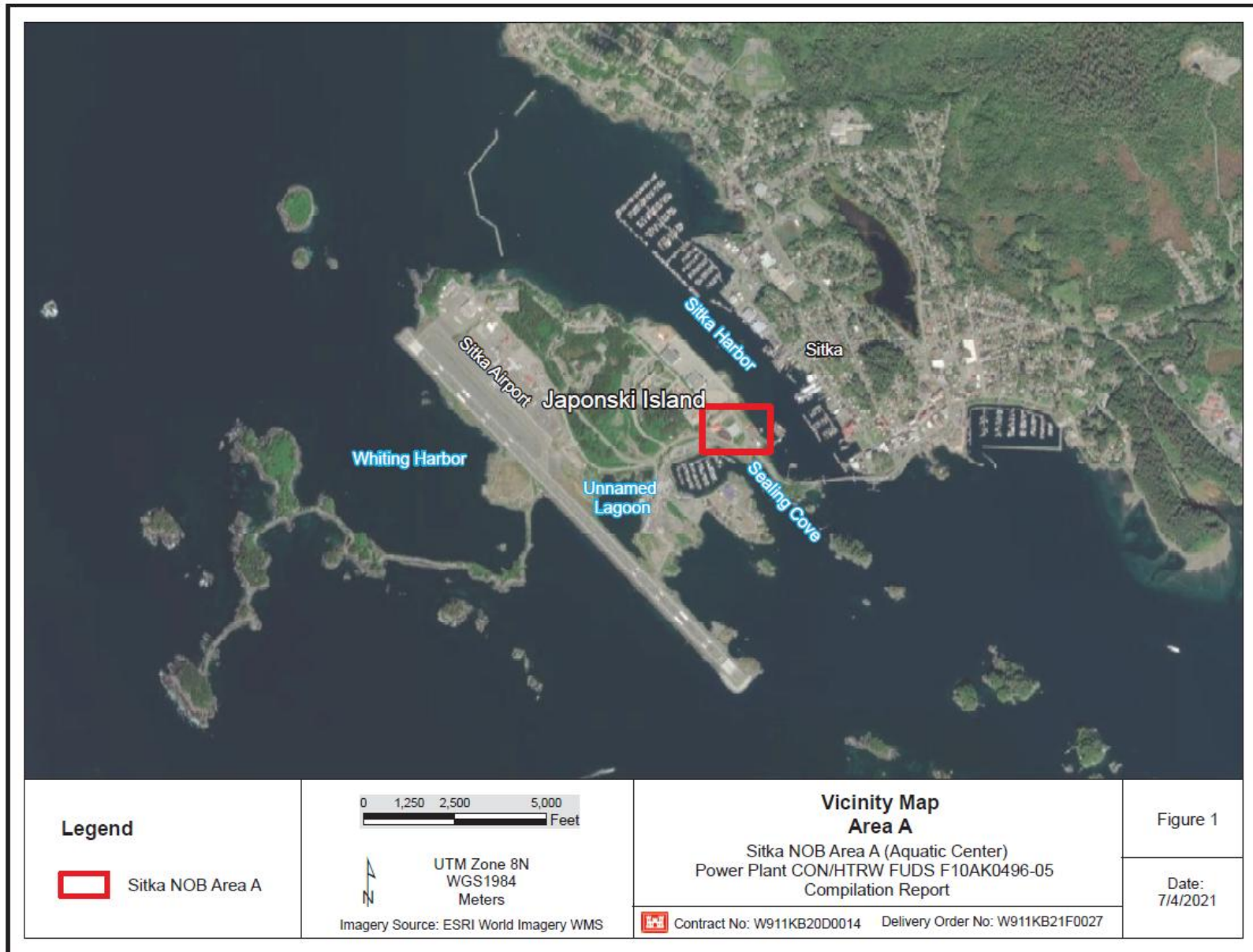


Figure 1. Vicinity map of Japonski Island, Mount Edgecumbe High School, and Sitka Naval Operations Base A (NOB A).
Source: USACE, Final Compilation Report (December 2021).



Figure 2. Sitka Naval Operations Base (NOB A) and Aquatic Center.
Source: USACE, Final Compilation Report (December 2021).

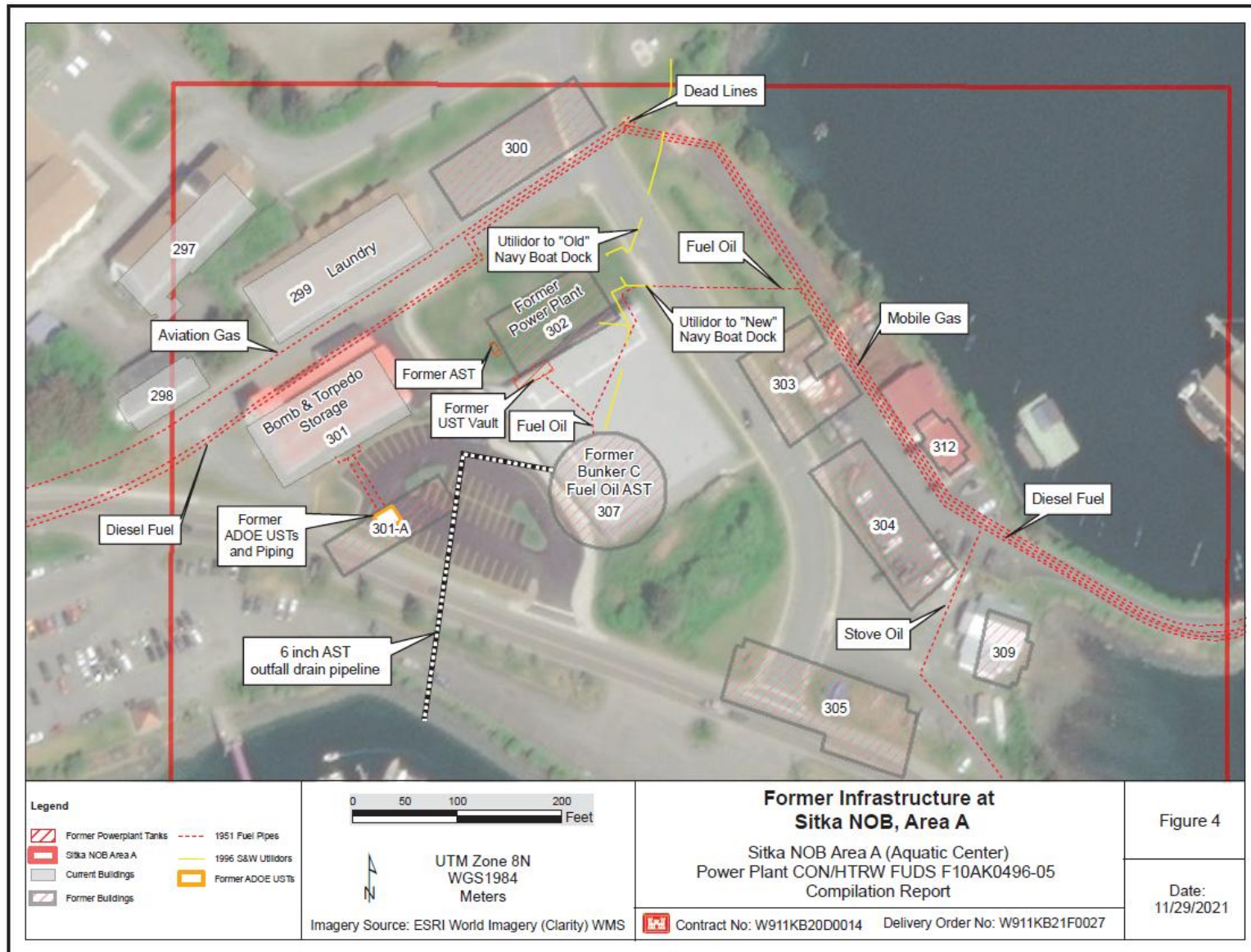


Figure 3. Infrastructure associated with the former Sitka NOB A area and Aquatic Center.
Source: USACE, Final Compilation Report (December 2021).

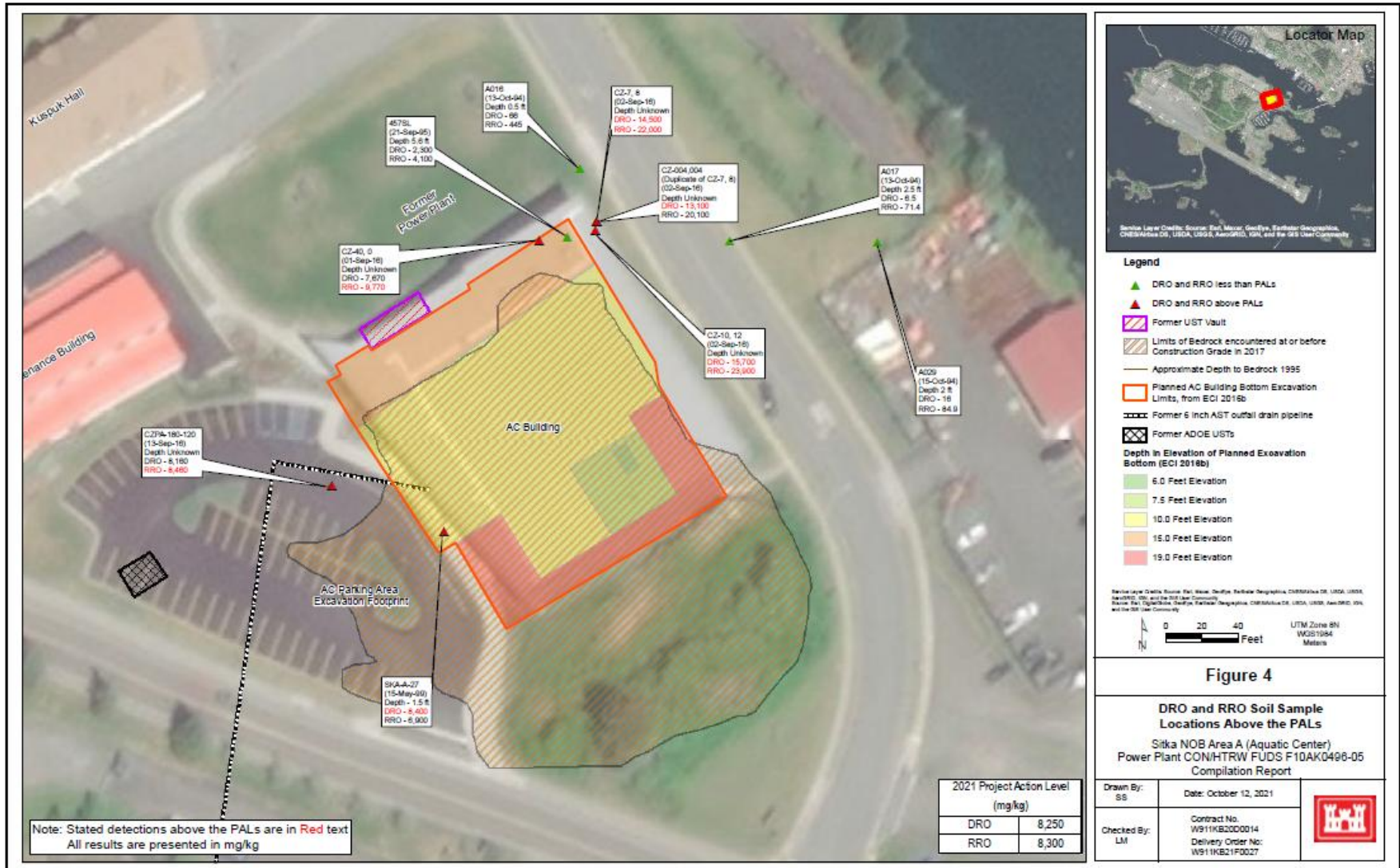


Figure 4. Diesel range organics and residual range organics soil sample locations above the project action limits.
Source: USACE, Final Compilation Report (December 2021).

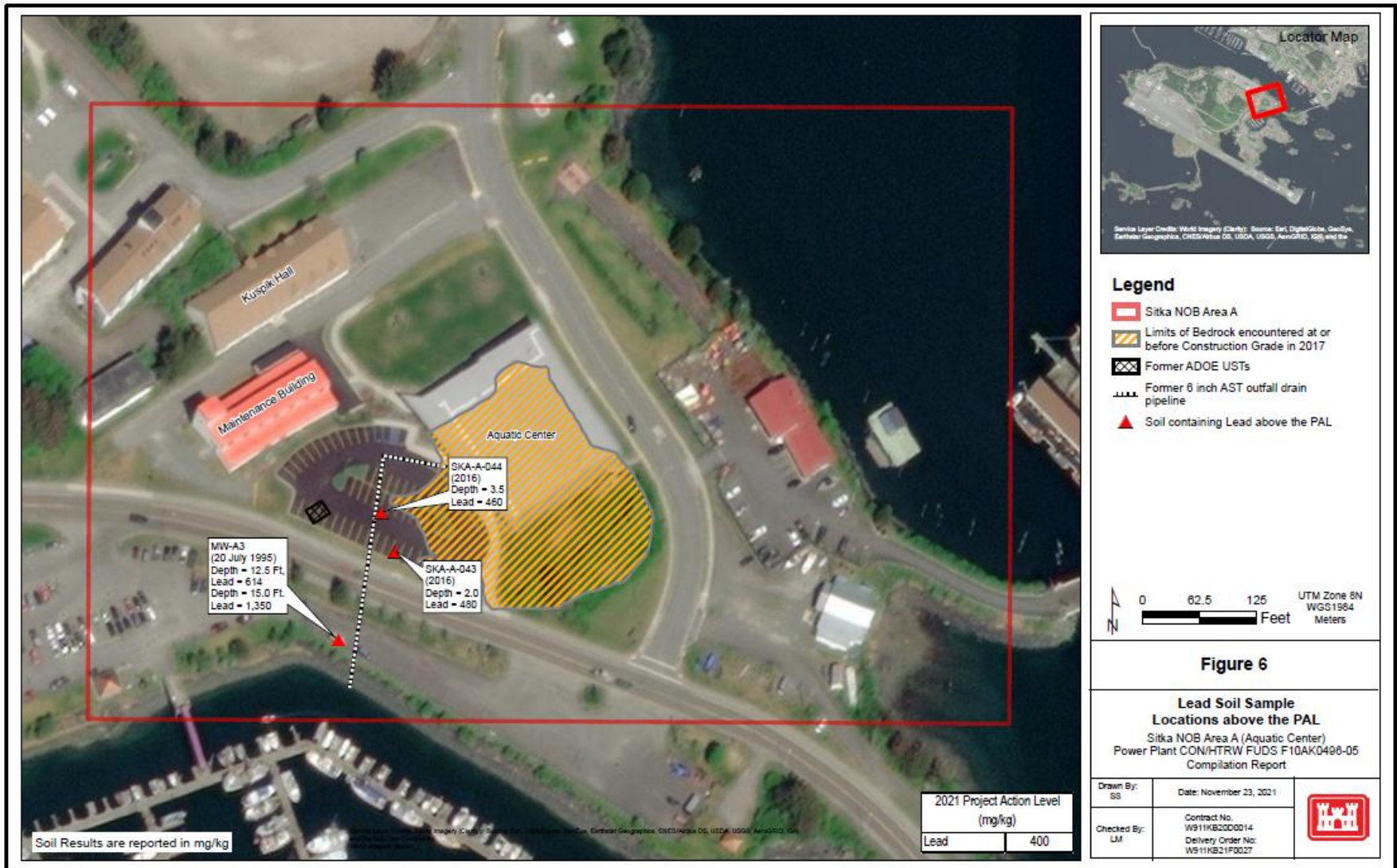


Figure 5. Lead soil sample locations above the project action limits.
 Note: The MW-A3 sample is located on a different property.
 Source: USACE, Final Compilation Report (December 2021).

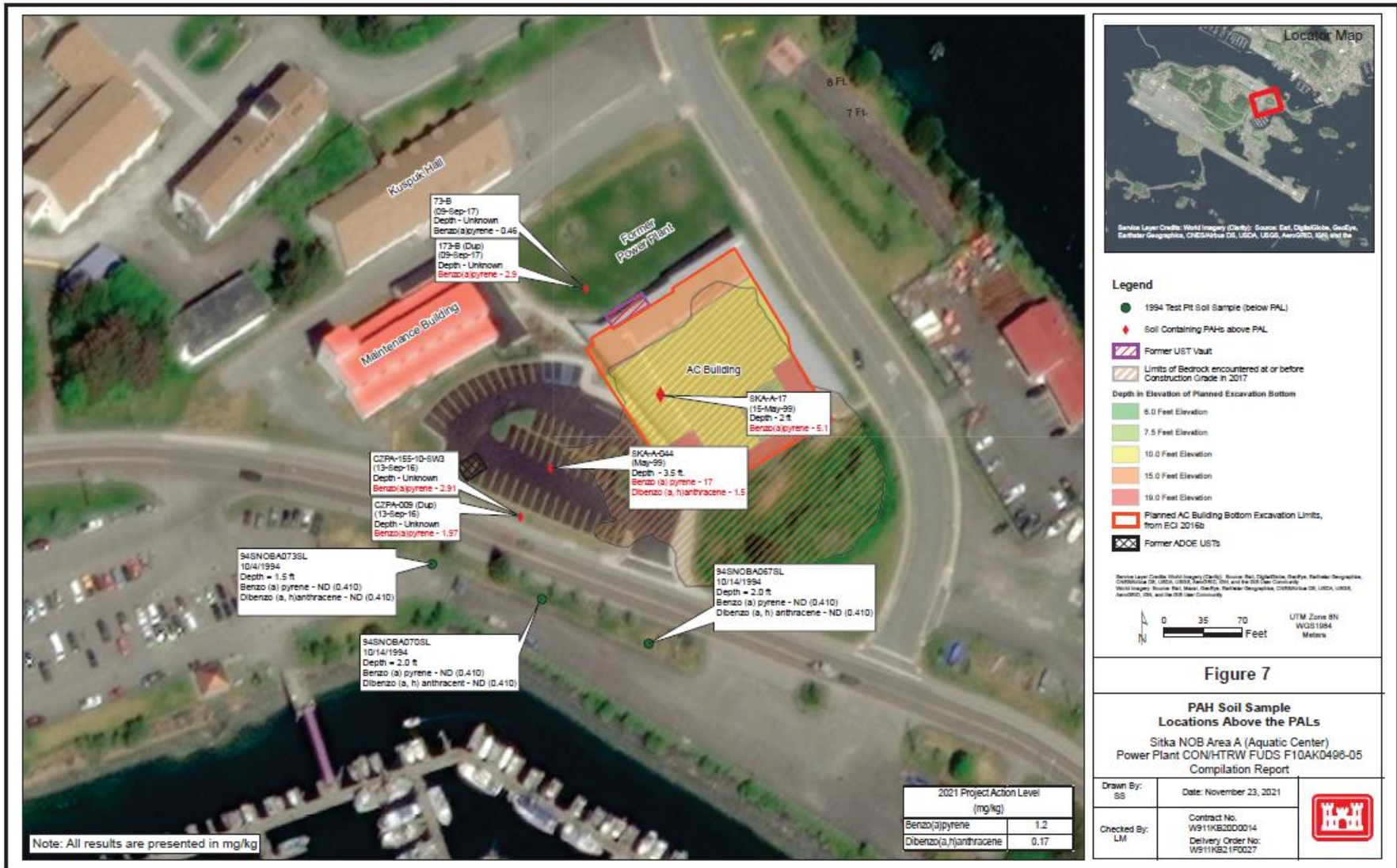


Figure 6. Benzo(a)pyrene and dibenzo(a,h)anthracene soil sample locations above the project action limits.
 Source: USACE, Final Compilation Report (December 2021).

STATE OF ALASKA

DEPT. OF ENVIRONMENTAL CONSERVATION DIVISION OF SPILL PREVENTION AND RESPONSE CONTAMINATED SITES PROGRAM

FRANK H. MURKOWSKI, GOVERNOR

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Anchorage, AK 99501-2617
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<http://www.dec.state.ak.us/>
File no.: 1525.38.018
File no.: 1525.26.027

June 5, 2006

Mr. Mark Ridgway
United States Coast Guard
Civil Engineering Unit Juneau
Post Office Box 21747
Juneau, Alaska 99802-1747

Re: Groundwater-Use Determination and Application of the 'Ten-Times Rule'
United States Coast Guard Air Station Facility; Japonski Island, Alaska

Dear Mr. Ridgway:

The Alaska Department of Environmental Conservation (department) has completed review of the letter request for a groundwater-use determination prepared and submitted, on your behalf, by Jacobs Engineering Group, Inc. and dated April 18, 2006. The requested determination is for the groundwater at the United States Coast Guard (USCG) Air Station on Japonski Island to be considered not a current or future drinking water source in accordance with 18 Alaska Administrative Code (AAC) 75.350.

The USCG is located on Japonski Island adjacent to the former Sitka Naval Operating Base (reckey 199412X128001). Currently, there are two (2) identified open contaminated sites, specifically the USCG Japonski Island Base (reckey 2000120103201) and the USCG Air Station – Sitka (reckey 1992120014801). The USCG Japonski Island Base site is a historic diesel tank spill discovered in July 1999 with soil contamination of diesel-range organics up to 4500 milligrams per kilograms (mg/kg). The USCG Air Station – Sitka site covers contaminated soil and groundwater discovered during the closure of multiple regulated underground storage tanks and the removal of an old oil/water separator. Groundwater samples showed diesel-range organics concentrations up to 110 milligrams per liter (mg/L) in 1992 when the wells were first installed, and concentrations up to 2.0 mg/L in 1998 during the last monitoring event. Even after the removal of 600 cubic yards of contaminated soil in 1992, concentrations of extractable petroleum hydrocarbons up to 38,000 mg/kg were detected in the soil during the 1993 remedial investigation. A bioventing system was installed in 1994 and operated for several years. The status of the contaminated soil biocell is unknown.

In April 2001, the United States Army Corps of Engineers (Corps) submitted to the department the *Position Paper – Non-Drinking Water 10-Times Rule* for the Sitka Naval Operating Base site, dated March 2001. The department reviewed the document and concurred that the site met the groundwater use requirements of 18 AAC 75.350 for an area that is not a current or reasonably potential future drinking water source. In order to approve groundwater cleanup levels based upon this determination, the department consulted with the site landowners, the public, and the City and Borough of Sitka, as required by 18 AAC 75.345(b)(2). The site

landowners, Alaska Department of Education and Early Childhood Development, Alaska Department of Transportation and Public Facilities, and the United States Department of Health and Human Services, agreed with the determination and also agreed to place deed restrictions on their properties preventing the future installation of drinking water wells. A public comment period was held from July 15, 2002 until August 16, 2002. Public awareness activities included the mailing of a fact sheet to interested parties and tribe, local and state government contacts, a public notice advertisement in the *Daily Sentinel* newspaper, and a radio interview on KCAW radio in Sitka. Only one (1) set of comments was received which were from the Sitka Tribe of Alaska and concerned coordination issues rather than the groundwater-use determination. The department discussed the groundwater use determination and the proposed cleanup levels with Mr. Hugh Bevan of the City and Borough of Sitka. The City and Borough of Sitka did not object to the groundwater use determination. The department documented the approved groundwater-use determination for the Sitka Naval Operating Base in a letter dated September 27, 2002.

Determination

In regards to the USCG Air Station facility, located adjacent to the former Sitka Naval Operating Base, the department hereby determines that the groundwater underlying this property is also not a current or future potential source of drinking water. The USCG Air Station property is wholly-owned by the USCG, which has requested the groundwater-use determination, and has agreed to prohibit the future installation of drinking water wells. The public and the local government were consulted during the groundwater-use determination for the adjacent property and no objections or concerns were raised, thus no additional consultation was deemed necessary for the USCG facility.

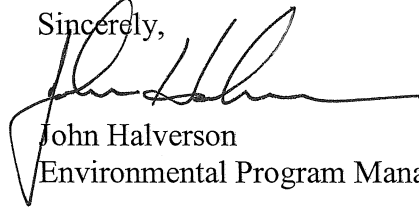
Cleanup Levels

The groundwater cleanup levels of ten-times the values listed in 18 AAC 75.345, Table C are hereby approved for use on the USCG Air Station facility in accordance with 18 AAC 75.345(b)(2). Calculating the migration-to-groundwater exposure pathway for the soil cleanup levels using the higher groundwater values raises the cleanup levels for this pathway by an order of magnitude. The appropriate soil cleanup level for the site must still be the lowest level from the three (3) risk-based exposure pathways and the calculated cumulative risk for cancer and non-cancer effects can not exceed the standards required in 18 AAC 75.325(g).

Please note that prior to the closure of any site in association with this groundwater determination, the USCG will need to develop and implement institutional controls restricting installation of groundwater wells on the property and use of groundwater as a drinking water source. Also, please note, that groundwater discharging into surface water must not cause a violation of the water quality standards and lower cleanup levels may be necessary near surface water bodies.

If you have any questions about this site, please do not hesitate to contact me at 269-7545 or Anne Marie Palmieri, of my staff, at 766-3184.

Sincerely,

A handwritten signature in black ink, appearing to read "John Halverson". The signature is fluid and cursive, with a large initial "J" and "H".

John Halverson
Environmental Program Manager

cc: Brent Alexander, Jacobs Engineering Group, Anchorage
Anne Marie Palmieri, DEC



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

ENVIRONMENTAL COVENANT

Grantor: Alaska Department of Education and Early Development
801 West 10th Street, Suite 200
Juneau, Alaska 99801

Grantee(s): Alaska Department of Education and Early Development
801 West 10th Street, Suite 200
Juneau, Alaska 99801

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 on Japonski Island in Sitka, Alaska (Figure 1), Section 2, Township 56 South, Range 63 East, Copper River Meridian, Alaska, is shown on the map attached as Appendix A, and is legally described as follows:

Lot 15D1, within UNITED STATES SURVEY NUMBER 1496,
according to the subdividing PLAT 2010-10, located in the Sitka
Recording District, First Judicial District, State of Alaska (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: Mount Edgecumbe High School
 DEC Hazard ID: 408
 Site Address: Lot 15D1, within UNITED STATES SURVEY NUMBER 1496, according to the subdividing PLAT 2010-10, located in the Sitka Recording District, First Judicial District, State of Alaska

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), as applicable. The current boundaries of the contaminated site are shown in the map attached as Appendix A – Figure 2. Due to uncertainty with the locations of historic samples, the area outlined with a solid black line in Figure 2 is subject to the activity and use limitations described below.

- 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 on the Property includes the following hazardous substances, pollutants, or contaminants (Contaminants):

Media	Contaminants
Soil	Diesel Range Organics (DRO)
	Residual Range Organics (RRO)
	Benzo(a)pyrene
	Dibenzo(a,h)anthracene
	Lead

- 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. Unless otherwise indicated in this covenant, the holder of this covenant at any given time is the current owner of the Property.
- VIII. For purposes of indexing in the Alaska Department of Natural Resources (DNR) Recorder’s office Grantor-Grantee index only, Alaska Department of Education and Early Development (DEED) (formerly known as the Alaska Department of Education) shall be considered the **Grantor**, and DEED 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 9, 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 primary source of contamination at the Site is infrastructure associated with the former Sitka Naval Operations Base A (NOB A). The facility included a power plant, a 55,000-barrel bolted-steel above-ground storage tank (AST) that contained Bunker C fuel oil, an outfall drain, an attached valve shed, associated piping contained in concrete utilidors, two underground storage tanks (UST)s, and two small ASTs.

Five environmental assessments or investigations took place at the site, beginning in 1991. In 1999, 306 tons of petroleum, oil, and lubricant (POL) and lead contaminated soil were excavated and disposed of offsite. An additional 1,128 tons of POL impacted soil was thermally treated onsite and used as excavations backfill. The most recent removal actions took place in 2016 and 2017, during which 13,408 tons of contaminated soil were excavated and removed from the Aquatic Center foundation and associated parking lot. Additionally, 500 tons of lead-contaminated soil was excavated and chemically stabilized, sampled to ensure concentrations were below the applicable cleanup level, and used as excavation backfill. These excavation areas were subsequently capped with two feet of clean fill.

For more information about the Site, please see DEC File No. 1525.38.029.

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

1. The Grantor shall not take any action that may negatively impact or interfere with either the response action or any operation, maintenance, inspection or monitoring of that response action without prior written approval from DEC (18 AAC 75.395). "Response action" shall mean "any action taken to respond to a release or threatened release of a Contaminant, including mitigation, cleanup, and removal.
2. The Grantor shall not take any action that may increase the risks to human health, safety, welfare, or of the environment at the Property without prior written approval from DEC. This includes, but is not limited to, any activity that results in the release of residual contamination that was contained as part of the remedial action or that creates a new exposure pathway for residual contamination.
3. No groundwater wells shall be installed on the contaminated area of the Property without prior DEC approval. Contaminated groundwater underlying the 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.

4. No grading, excavation, digging, tilling, or other disturbances of any kind of surface soils is permitted on the Site where surface soils 0-2 feet are contaminated, or the depth is unknown without prior review and approval from DEC.
5. Asphalt parking areas must be maintained to control exposure to underlying contaminated soil. If parking areas are proposed for repaving, or if soil below the parking area is exposed, DEC must be notified within 30 days.
6. DEC must be notified in advance of any subdivision or replat of the Property. This Covenant must be included as part of future Property transactions and attached to subsequent associated parcels, as determined applicable by DEC.
7. DEC approval is required prior to moving soil or groundwater at the Site. If DEC approval for movement is granted, any moved soil or groundwater must still be characterized and managed following regulations applicable at that time.
8. Movement or use of contaminated material in a manner that results in a violation of 18 AAC 70 Water Quality Standards is prohibited.
9. Groundwater throughout Alaska is protected for use as a water supply for drinking, culinary and food processing, agriculture including irrigation and stock watering, aquaculture, and industrial use. For this site, site cleanup complete determination is based on groundwater not being 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/are a Property Survey or Diagram(s) drawn to scale that show 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, and the locations where confirmation soil 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 five (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 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 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.

Subsurface Rights - The activity and use limitations required by this environmental covenant apply to the Property shown in Appendix A-Figure 2. 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 A

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



Figure 1. Japonski Island, Sitka, Alaska. The approximate area subject to this environmental covenant is shaded in black.

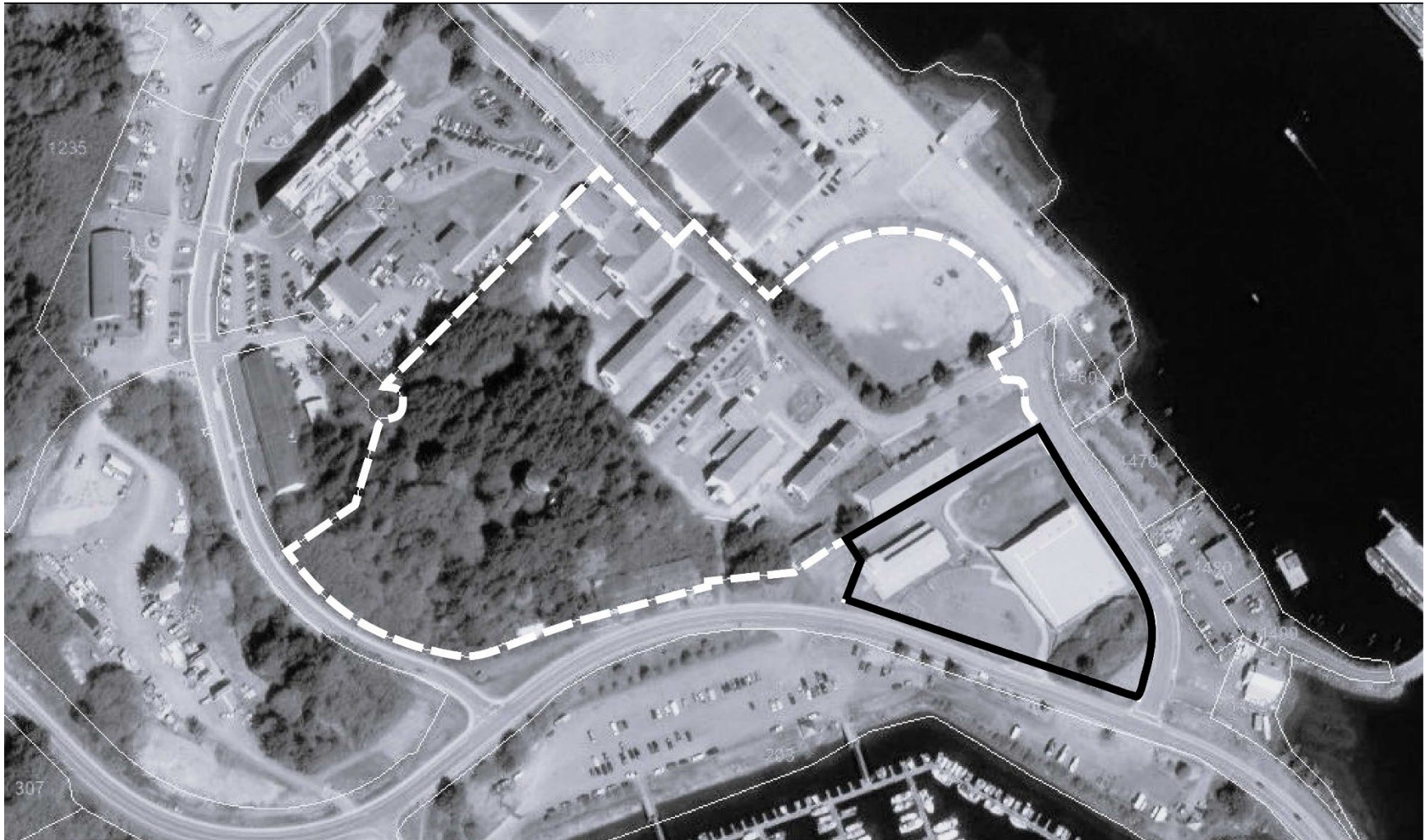


Figure 2. The white dashed line identifies the boundary of Lot 15D1. The area identified by a **solid black line** is subject to the activity and use limitations described in the covenant.

Appendix B

List of Recorded Encumbrances or Limited Liability Report



DEPARTMENT OF THE ARMY
ALASKA DISTRICT, U.S. ARMY CORPS OF ENGINEERS
P.O. BOX 6898
JBER, AK 99506-0898

September 5, 2023

CEPOA-RE

LIMITED LIABILITY REPORT

Customer:

U.S Army Corps of Engineers
CEPOA-PM-ESP
2204 3rd Street
JBER, AK 99506
Grant.M.Lidren@usace.army.mil
(907) 753-2584

Report No: F10AK049605 Area A
Effective Date: September 5, 2023
Recording District: Sitka Recording District
Property Address: Section 2, Township 56 South, Range 63 East, Copper River Meridian, Alaska
Property Legal Description: Lot 15D1, within UNITED STATES SURVEY NUMBER 1496, according to the subdividing PLAT 2010-10, located in the Sitka Recording District, First Judicial District, State of Alaska.

The U.S. Army Corps of Engineers has searched its internal plat records, applicable governmental records regarding property taxes, and such other public records for the Recording District which are normally searched in the conduct of a title examination and has determined that as of 9:00 a.m. on the Effective Date:

1. **Fee Simple title** to the Property is vested as follows:

STATE OF ALASKA DEPARTMENT OF EDUCATION
801 West 10th Street, Suite 200
Juneau, Alaska 99801

2. According to those public records which, under the recording laws, impact constructive notice of matters relating to title to the Property, only the following matters appear in such records relating to the property.

a. Reservations and exceptions as contained in the United States Patent and/or in Acts authorizing the issuance thereof:

An upland lease, ADL 106359, for land included in Alaska State Land Survey 97-63.

b. Taxes and/or assessments have been met as they are not owed for this parcel due to nontaxable status of landowner.

- c. Easement for electrical transmission and/or telephone distribution and incidental purposes, including terms and provisions thereof:

A Right-Of-Way for a 20-foot-wide water main Easement, per Plat No. 2007-7, Sitka Recording District.

A Right-of-Way for a 30-foot-wide Easement for Tongass and Seward Streets, per Plat 2007-7, Sitka Recording District.

A Right-Of-Way for a 10-foot-wide sewer Easement per Plat No. 2007-9, Sitka Recording District.

A Right-Of-Way for a 15-foot-wide sewer and water main Easement per Plat No. 2010-10, Sitka Recording District.

- d. Covenants and notes as shown on the plat of said subdivision.
- e. Deed of Trust, including terms and provisions thereof, thereof, securing the amount shown together with any other amounts due thereunder.

None.

- f. Real Estate Lien, including terms and provisions thereof:

None.

- g. Judgment entered in District Court for the State of Alaska, 3rd Judicial District

The case history of Department of Education reflects a total of sixty-seven (67) cases. Sixty-six (66) cases are closed and 1 case is inactive. No outstanding judgements have been identified.

- h. Leasehold interest regarding Lot 15D1, USS 1496, PLAT 2010-10:

None.

- i. The right, title, and interest of DEPARTMENT OF EDUCATION.

**U.S. Army Corps of Engineers
Real Estate Division, Alaska District**


Name: Ashley M Cox

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 inspection or inquiry of the 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.

GRANTOR SIGNATURE BLOCK

The undersigned Grantor, Alaska Department Education & Early Development, warrants title to the Mt. Edgecumbe High School property and has authority to execute this instrument.

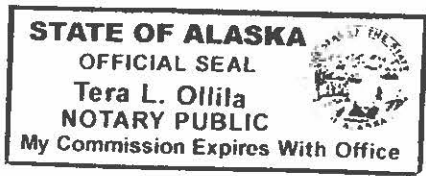
EXECUTED this 25th day of November, 2025

PEENA BISHTOP Commissioner
Printed Name Title

[Signature] 11/25/25
Signature Date

THIS IS TO CERTIFY that on this 25 day of Nov 2025 the undersigned personally appeared before me, acknowledged that she/he is the _____ of _____ 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 25 day of Nov 2025 at Juneau, Alaska.



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

DEC SIGNATURE BLOCK



Notice Approved by Authorized DEC Representative

3-16-2026

Date

Randy Bates

Printed Name of Authorized DEC Representative

Commissioner

Title