

**FINAL FIVE-YEAR REVIEW REPORT**

**Second Five-Year Review Report  
for  
Arctic Surplus and Salvage Yard  
Fairbanks, Alaska**

**January 2014**

**PREPARED BY:  
United States Environmental Protection Agency  
Region 10**

Approved by:

*Cami Grandinetti*  
Cami Grandinetti, Program Manager  
Office of Environmental Cleanup  
US EPA Region 10

1/10/14  
Date

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**United States Environmental Protection Agency – Region 10**

**With Assistance from:  
Defense Logistics Agency  
And  
AECOM Technical Services**

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## Acronyms and Abbreviations

ACM	asbestos containing material
ADEC	Alaska Department of Environmental Conservation
AFCEE	Air Force Center for Engineering and the Environment
AK	Alaska
ARAR	applicable or relevant and appropriate requirement
ASSY	Arctic Surplus Salvage Yard
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act
CFR	Code of Federal Regulations
COC	contaminant of concern
DDD	dichlorodiphenyl dichloroethane
DDT	dichlorodiphenyl trichloroethane
DLA	Defense Logistics Agency
DOD	Department of Defense
EPA	Environmental Protection Agency
ESD	Explanation of Significant Differences
FS	feasibility study
GCL	geosynthetic clay liner
HI	Hazard Index
IC	institutional control
LTM	long term monitoring
MCL	maximum contaminant level
µg/kg	micrograms per kilogram
µg/L	micrograms per liter
mg/kg	milligrams per kilogram
NCP	National Oil and Hazardous Substances Pollution Contingency Plan
NPL	National Priorities List
O&M	operations and maintenance
OE	ordnance and explosives
OU	operable unit
PCB	polychlorinated biphenyl

PCE	tetrachloroethene
PPE	personal protective equipment
RA	remedial action
RAO	remedial action objective
RI	Remedial Investigation
RME	Reasonable Maximum Exposure
ROD	Record of Decision
RPM	Remedial Project Manager
RPO	Remedial Process Optimization
RSL	Regional Screening Level
RSV	RPO Scoping Visit
SARA	Superfund Amendments and Reauthorization Act
SVOC	semivolatile organic compound
TCB	1,2,4-trichlorobenzene
TCDD	2,3,7,8-tetrachlorodibenzo-p-dioxin
TCE	trichloroethene
TCLP	Toxicity Characteristic Leaching Procedure
TSCA	Toxic Substances Control Act
TSP	trisodium phosphate
VOC	volatile organic compound

## **EXECUTIVE SUMMARY**

This document summarizes the second five-year review for the Arctic Surplus Salvage Yard (ASSY) located near Fairbanks, Alaska. The results of the five-year review indicate that the remedies described in the 1995 Record of Decision (ROD) and revised by an Explanation of Significant Differences (ESD) in 2003 are protective of human health and the environment. Overall, the remedial actions (RAs) are functioning as designed, and no deficiencies were identified that impact the protectiveness of the remedies. The protectiveness of the RAs is being verified by the long-term monitoring (LTM) and Operations and Monitoring (O&M) program as described in the site O&M Plan, which monitors groundwater concentrations of selected contaminants of concern (COCs) and maintains the landfill cap surface and slopes.

Based on the LTM and O&M data, interviews, and the observed integrity of the landfill cap structure, the remedies continue to remain protective. The ROD and ESD-prescribed RAs continue to contain contaminants, and there have been no changes in the physical conditions of the site that affect protectiveness.

The review of documents, applicable or relevant and appropriate requirements (ARARs), and exposure assumptions indicates that the remedial actions implemented at ASSY are functioning as intended in the ROD and ESD and meet the intent of the ROD and the ESD. The following five-year review form presents the summary of this five-year review.

### FIVE-YEAR REVIEW SUMMARY FORM

SITE IDENTIFICATION		
<b>Site Name:</b> Arctic Surplus Salvage Yard		
<b>EPA ID:</b> AKD980988158		
<b>Region:</b> 10	<b>State:</b> AK	<b>City/County:</b> Fairbanks/Fairbanks North Star Borough
SITE STATUS		
<b>NPL Status:</b> <input checked="" type="checkbox"/> Deleted		
<b>Multiple OUs?</b> <input checked="" type="checkbox"/> NO	<b>Has the site achieved construction completion?</b> Yes. April 2005.	
REVIEW STATUS		
<b>Lead agency:</b> <input checked="" type="checkbox"/> EPA If "Other Federal Agency" was selected above, enter Agency name:		
<b>Author name (Federal or State Project Manager):</b> Ms. Jackie Kramer		
<b>Author affiliation:</b> EPA Region 10		
<b>Review period:</b> 15 April to 15 December 2013		
<b>Date of site inspection:</b> 17 July 2013		
<b>Type of review:</b> <input checked="" type="checkbox"/> Post-SARA		
<b>Review number:</b> <input checked="" type="checkbox"/> 2 (second)		
<b>Triggering action date:</b>		
<b>Due date (five years after triggering action date):</b>		



**FIVE-YEAR REVIEW SUMMARY FORM (continued)**

**Issues/Recommendations**

**OU(s) without Issues/Recommendations Identified in the Five-Year Review:**

The site does not have multiple OUs.

**Issues and Recommendations Identified in the Five-Year Review: None**

**Sitewide Protectiveness Statement (if applicable)**

*Protectiveness Determination:*

Protective

*Addendum Due Date (if applicable):*

N/A

*Protectiveness Statement:*

The remedy at Arctic Surplus is protective of human health and the environment. The remedy is expected to remain protective of human health and the environment. Based upon the review of relevant documents and the site inspection, the remedy is functioning as intended by the ROD and ESD. There have been no changes in the physical condition of the site that would affect the protectiveness of the remedy. Long-term protectiveness of the RAs will be verified by Institutional Controls (ICs), LTM and O&M program, which monitors groundwater COC concentrations and inspects and maintains the integrity of the landfill cap and fences.

The **Superfund Long-Term Human Exposure Environmental Indicator Status** for the Arctic Surplus Site remains "Under Control and Protective Remedy In Place" because the site is Construction Complete and the remedy is operating as intended. In addition, the required engineering and institutional controls are in place and effective.

The **Groundwater Migration Environmental Indicator Status** for the Arctic Surplus Site remains "Under Control" because since 2005, no COCs in groundwater samples have been detected above background levels or the cleanup levels selected in the Record of Decision to ensure protectiveness and compliance with applicable or relevant and appropriate standards.

**Cross Program Revitalization Measure Status:** The Site was designated "Ready for Anticipated Use" in 2006 because all remedial actions are complete, cleanup goals have been met, and all required institutional controls are in place and effective. The site is in reuse for industrial purposes only.

## 1 INTRODUCTION

This document presents the second five-year review for the ASSY site located near Fairbanks, Alaska. The purpose of a five-year review is to determine whether the remedy at a site remains protective of human health and the environment. The methods, findings, and conclusions of the review are documented in this five-year review report. In addition, this report identifies issues found during the review (including the site visit) and provides recommendations to address them. Figure 1 presents the site vicinity map. The site consists of one Operable Unit; therefore, this five-year review covers site-wide conditions.

This five-year review report was prepared pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) §121 and the National Oil and Hazardous Substances Pollution Contingency Plan (NCP).

CERCLA §121 states:

*If the President selects a remedial action that results in any hazardous substances, pollutants, or contaminants remaining at the site, the President shall review such remedial action no less often than each five years after the initiation of such remedial action to assure that human health and the environment are being protected by the remedial action being implemented. In addition, if upon such review it is the judgment of the President that action is appropriate at such site in accordance with section [104] or [106], the President shall take or require such action. The President shall report to the Congress a list of facilities for which such review is required, the results of all such reviews, and any actions taken as a result of such reviews.*

The NCP in 40 Code of Federal Regulations (CFR) §300.430(f)(4)(ii) further states:

*If a remedial action is selected that results in hazardous substances, pollutants, or contaminants remaining at the site above levels that allow for unlimited use and unrestricted exposure, the lead agency shall review such action no less often than every five years after the initiation of the selected remedial action.*

The United States Environmental Protection Agency (EPA), Region 10 is the lead agency for this former National Priorities List (NPL) site and has conducted this five-year review in accordance with existing five-year review guidance (EPA, 2001). This is the second five-year

review for ASSY. The Defense Logistics Agency (DLA) and its contractor AECOM Technical Services assisted EPA in the preparation of report. The triggering action used for this statutory review is the completion of the first five-year review report date of [redacted]. The five-year review at ASSY is required because hazardous substances, pollutants, or contaminants remain at the site above levels that allow for unlimited use and unrestricted exposure. At the time of this five-year review, full implementation of the site remedy has been completed. The Institutional Controls (ICs) outlined in the ROD and ESD have been implemented. The final Remedial Action Report was completed during the summer of 2004, and the site was deleted from the NPL in 2006.

All available information pertaining to the site has been reviewed during the performance of this five-year review, including, but not limited to, the Remedial Investigation (RI) (Shannon and Wilson, 1994), the ROD (EPA 1995), the Feasibility Study (FS) (Shannon and Wilson 1995), the ESD (EPA, 2004), the Remedial Action Report (Earth Tech 2004), the Operations & Monitoring Plan (Earth Tech 2004), various groundwater monitoring reports (AECOM 2009, 2010, 2011a, 2011b, 2012, 2013), and other correspondence with the various parties involved with the response actions.

The principal documents used in preparing this report are referenced in Attachment 1. The conservation easements are referenced in Attachment 2. Attachment 3 presents historical analytical results for COCs. Attachment 4 contains the site inspection form. Attachment 5 contains the interview forms. Attachment 6 contains the title review memorandum. Attachment 7 contains the site fact sheet for owners/potential owners/tenants of ASSY.

## 2 SITE CHRONOLOGY

Table 2-1 summarizes significant events and documents from the time the property was first transferred to the private sector through 2012. Recurring activities, such as post-RA long term groundwater monitoring and site O&M activities are also presented in Table 2-1. Figure 2 presents the current ASSY site map.

**Table 2-1: Chronology of Significant Events**

<b>Event</b>	<b>Date</b>
Property was sold by the Department of Defense (DOD).	1959
CERCLA Preliminary Assessment Report is completed.	1987
CERCLA Site Inspection is conducted.	1989
Property is proposed for inclusion on the NPL.	1989
Various Interim Remedial Actions are conducted including asbestos removal, pesticide stabilization and removal, poly chlorinated biphenyl (PCB)-contaminated soil removal, lead-contaminated soil removal, and incinerator and associated burn-ash removal.	1989-1991
Property is listed on the NPL.	1990
RI Report is completed.	1994
FS is conducted to evaluate remedial alternatives.	1995
A remedy for the site is selected and a ROD is signed.	1995
Remedial Process Optimization (RPO) site visit is conducted.	2002
Initiation of treatability studies in accordance with RPO recommendations.	2002
United States Department of Health and Human Services Public Health Assessment report is conducted, concluding that the site no longer poses a public health hazard and that contaminants are contained on site.	2002
ESD was submitted to document changes in the site remedial technical basis and specific remedial goals	2003
Remedial Action Work Plan is completed.	2003
Soil remediation activities were initiated. Other activities conducted during construction include scrap metal segregation and removal, ordnance and explosives (OE) related scrap removal, identification and removal of radiological materials, removal of mercury and PCB-related scrap, tires and miscellaneous petroleum products, and removal for off-site disposal of dioxin/pesticide-contaminated soil, and PCB-contaminated soil.	2003
Completion of remediation activities, ordnance and explosives-related scrap removal	2004
Post construction site inspection is conducted.	2004
	2006
Groundwater monitoring, landfill cap inspection and O&M are conducted.	2004-2012

### **3 SITE BACKGROUND**

This section presents background information on the ASSY site.

#### **3.1 Site Location and History**

The ASSY site consists of five parcels of land totaling about 24.5 acres, located on the northeast corner of Badger Road and the Old Richardson Highway, approximately 5 miles southeast of Fairbanks, Alaska (see Figure 1). The western portion of the site was owned by the Department of Defense (DOD) and from 1944 to 1956 a landfill used by the military was located on this parcel. Following its sale by the DOD in 1959, the site was used as a salvage yard, resulting in the accumulation of a large amount of both salvageable and non-salvageable materials. Specific activities that have impacted the site include:

- Lead battery recycling: batteries were stored and then cracked to collect lead for recycling.
- Oil was drained from transformers, some of which contained PCBs.
- Spent transformer oils were burned to fuel an incinerator used to reclaim copper from transformer coils and lead from batteries.
- Mechanized equipment was salvaged, which may have caused fluids to leak.
- Spent OE-related scrap accumulated.
- Oils, chemicals, containerized gases, and other hazardous materials were stored improperly.

A Preliminary Assessment was conducted at the site in June 1987 and a Site Inspection in September 1989. The site was proposed for inclusion on the NPL on 26 October 1989 and was listed on 30 August 1990. Since its identification as a CERCLA site in 1989, numerous investigations and removal actions have been performed to characterize the site and address potential site risks.

#### **3.2 Summary of Site Contamination**

A number of previous environmental investigations were completed at the site, culminating in the RI Report (Shannon & Wilson 1994). As discussed in the RI Report, several potential source areas were identified, including:

- Battery cracking areas;

- Buried materials, including the old military landfill;
- Drum storage areas;
- Incinerator areas;
- Transformer processing areas; and
- Salvage and debris piles.

These site investigations resulted in the identification of a wide range of contaminants at ASSY including inorganic compounds, volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), PCBs, pesticides, dioxins, and furans. Most of these contaminants were detected locally or in low concentrations at the site. However, some contaminants appeared to have a significantly greater potential as health risks because of their greater toxicity or carcinogenicity, widespread distribution, elevated concentrations, or mobility via transport mechanisms. The two primary COCs identified were lead and PCBs. These contaminants had impacted surface soils and near surface soils over relatively wide areas, particularly within the western portion of the site.

High lead concentrations were identified in surface soils where battery processing (cracking) was known to have been conducted, and where battery processing debris was found. Highly contaminated soils were excavated and transported off-site during the 1990 removal actions. Lead was subsequently identified at concentrations greater than 500 milligrams per kilogram (mg/kg) in surface soils over much of the western portion of the site.

PCB transformer oils were found in old transformers and drums, and oil-stained soils were detected in several areas of the site. During the 1990 removal actions, most of the oil was removed, and heavily contaminated soils were excavated and removed from the site. Subsequent analyses of surface soils throughout much of the western part of the site detected elevated concentrations of PCBs in surface soils, locally in excess of 100 mg/kg. PCB-impacted off-site soils located immediately west of the property boundary were evaluated and remediated during the Badger Road expansion project conducted in 1994.

Additional localized soils impacted with dioxins and the chlorinated pesticides dichlorodiphenyl dichloroethane (DDD) and dichlorodiphenyl trichloroethane (DDT) were identified during the RI.

### 3.3 Site Risks

An evaluation of the potential risks to human health and the environment from site contaminants was conducted and is discussed in the ROD. The objectives of the risk assessment were to:

- Identify COCs for human health and ecological risk,
- Provide a basis for determining residual chemical levels that are adequately protective of human health and the environment,
- Help determine if response actions are necessary at the site, and
- Provide a basis for comparing the various remedial alternatives and potential effects on human health.

Table 3-1 presents the site risks for soil and Table 3-2 presents the risks for groundwater. The risk assessment concluded that hazardous substances were present on the site and that the actual or threatened release of these substances may present an imminent substantial endangerment to public health, welfare or the environment if a response action is not taken. For groundwater, the primary contributors to the cancer risks were arsenic, PCBs, tetrachloroethene (PCE), and trichloroethene (TCE), and the primary contributors to the non-cancer risks were arsenic and manganese. A portion of the estimated non-cancer impacts (and cancer risks for arsenic) result from naturally occurring levels of arsenic and manganese in the soil and water.

**Table 3-1: Summary of Cancer Risks and Hazard Indices for Soil at ASSY**

Exposure Scenario	Cancer Risks		Hazard Indices	
	RME	Average	RME	Average
Current Off-Site Resident	$6 \times 10^{-4}$	$4 \times 10^{-5}$	3	0.2
Future On-Site Resident – Western Portion	$8 \times 10^{-3}$	$7 \times 10^{-4}$	4	0.0003
Future On-Site Resident – Eastern Portion	$4 \times 10^{-4}$	$3 \times 10^{-5}$	4	0.4
Future On-Site Worker – Western Portion	$1 \times 10^{-3}$	--	0.07	--
Future On-Site Worker – Eastern Portion	$5 \times 10^{-5}$	--	0.08	--

**Notes:** RME = Reasonable Maximum Exposure

-- = Cancer risks were not calculated for this scenario

**Table 3-2: Summary of Cancer Risks and Hazard Indices for Groundwater at ASSY**

Exposure Scenario	Well	Cancer Risks		Hazard Indices	
		RME	Average	RME	Average
Future Residential Use of On-Site Groundwater	MW-5624	$2 \times 10^{-5}$	$3 \times 10^{-6}$	0.05	0.02
	MW-5625	$7 \times 10^{-4}$	$1 \times 10^{-6}$	60	30
	MW-5627	$4 \times 10^{-6}$	$7 \times 10^{-7}$	20	0.1
	MW-5807	$3 \times 10^{-7}$	$5 \times 10^{-8}$	2	0.9
	MW-H	$3 \times 10^{-4}$	$5 \times 10^{-5}$	20	9
Future Industrial Use of On-Site Groundwater	MW-5624	$6 \times 10^{-6}$	--	0.02	--
	MW-5625	$2 \times 10^{-4}$	--	20	--
	MW-5627	$1 \times 10^{-6}$	--	8	--
	MW-5807	$9 \times 10^{-8}$	--	0.6	--
	MW-H	$9 \times 10^{-5}$	--	6	--
Current Residential Use of Off-Site Groundwater	TL-19	$5 \times 10^{-6}$	$8 \times 10^{-7}$	0.02	0.01

**Notes:** RME = Reasonable Maximum Exposure

-- = Cancer risks were not calculated for this scenario

A qualitative ecological risk assessment was completed to assess the ecological effects of the contaminants present at ASSY. The ecological risk assessment indicated that there was no measurable impact on the ecology of the site or near-site areas, and that the levels of contamination present at the site were not likely to cause adverse effects to plants and animals in the site vicinity.

### 3.4 Historical Removal Action Activities

Interim removal action activities were completed during 1989, 1990, and 1991 by the EPA and by the DLA in 1990 and 1996. During 1989, the site was fenced, approximately 22,000 pounds of asbestos were removed, and approximately 75 gallons of chlordane were stabilized and removed. During 1990, a more extensive removal action included:

- Dismantling of one incinerator and removal and disposal of the associated ash and soil,
- Removing and disposing approximately 13 cubic yards of PCB-contaminated soil,
- Removing and disposing approximately 315 cubic yards of lead-contaminated soil from “battery-cracking” areas, and
- Removing and disposing approximately 160 cubic yards of chlordane-contaminated soil.



The interim removal action activities also included bulking and removing of containerized waste, removing intact and broken battery casings, draining and properly disposing of transformer oils, and capping specific areas of contaminated soils. In 1991, another interim removal action was completed to investigate alleged buried hazardous wastes and delineate the extent of soil contamination. To facilitate the investigation, approximately 300 non-PCB transformers were moved and staged in the center of the site.

In 1996, approximately 3,100 empty drums and 21 transformers were drained, cleaned, and removed from the site for disposal.

## 4 REMEDIAL ACTIONS

This section describes the remedial activities conducted at the ASSY site.

### 4.1 Record of Decision Summary

Following completion of the RI, a FS was conducted to evaluate and recommend remedial alternatives for the site (Shannon and Wilson 1995). Based on the alternative evaluations included in the FS, a remedy was selected and formally documented in the ROD, which was signed in 1995. The Remedial Action Objectives (RAOs) identified for site soils were to:

- Prevent exposure by ingestion, inhalation, and dermal contact with contaminated soils and dust that would result in an excess lifetime carcinogenic risk above  $10^{-5}$ .
- Prevent exposure by ingestion, inhalation, and dermal contact with contaminated soils and dust that would result in a non-carcinogenic health effects as indicated by a Hazard Index (HI) greater than 1.0.
- Prevent offsite migration of contaminants caused by mechanical transport, runoff, or wind erosion.
- Prevent infiltration/migration of contaminants that would result in groundwater contamination in excess of regulatory standards.

The RAOs identified for site groundwater were to:

- Prevent inhalation of volatiles released from, or ingestion of, groundwater containing contaminants at levels above regulatory standards (i.e., maximum contaminant levels [MCLs]).

If there were no regulatory standards for certain chemicals in groundwater, the RAOs were to:

- Prevent inhalation of volatiles released from, or ingestion of, groundwater contaminants that could result in an excess lifetime carcinogenic risk above the  $10^{-5}$  level.
- Prevent ingestion of groundwater containing contaminants that could result in non-carcinogenic health effects as indicated by an HI in excess of 1.0.

The main components of the selected remedy identified in the 1995 ROD were:

- Relocation and sorting of salvage material and debris, to provide access to the contaminated soil;
- Excavation and stockpiling of soil exceeding cleanup standards for treatment or disposal;

- On-site treatment of soil with concentrations of PCBs exceeding 50 mg/kg by solvent extraction;
- On-site treatment of on-site soil exceeding the lead industrial cleanup standard of 1,000 mg/kg and of off-site soil exceeding the lead residential cleanup standard of 400 mg/kg by stabilization/solidification;
- Off-site disposal of soil exceeding cleanup standards of 21,000 micrograms per kilogram ( $\mu\text{g}/\text{kg}$ ) 4,4-DDD, 15,000  $\mu\text{g}/\text{kg}$  4,4'-DDT, and 0.44  $\mu\text{g}/\text{kg}$  for 2,3,7,8-tetrachlorodibenzo-p-dioxin (TCDD) Equivalence for dioxin/furans;
- Consolidation of treated soils into a containment area over the old closed military landfill;
- Capping of the containment area and the existing landfill with a Toxic Substances Control Act (TSCA) chemical waste landfill cap; and
- Implementation of ICs, including long-term groundwater monitoring, and O&M of fences and the cap. In addition, deed restrictions were put in place to prevent use of the groundwater, maintain an industrial site use designation, and prevent any unauthorized access or use of the capped area.

The ROD stated that the selected remedy will comply with land disposal restrictions for halogenated organic carbon (i.e., PCBs) through a treatability variance for the contaminated soil. The selected remedy will be protective of human health and the environment, comply with EPA guidance on long term management controls of PCBs, and will not present an unreasonable risk of injury to health or the environment. The ROD stated that this remedy will comply with TSCA landfill requirements (bottom liner, depth to groundwater, leachate collection system, and surface water monitoring) through a TSCA waiver.

Since arsenic, manganese (natural constituents of regional groundwater), and TCE were detected occasionally in several on-site monitoring wells above their MCLs, groundwater monitoring and ICs (prevention of the use of on-site groundwater for drinking) is part of the selected remedy. The ROD identified cleanup levels for Antimony (25 micrograms per liter [ $\mu\text{g}/\text{L}$ ]) and Manganese (2,900  $\mu\text{g}/\text{L}$ ) based on regional aquifer background levels. The ROD provides flexibility in the performance of the groundwater monitoring activities (schedule, duration, etc.) based on the results of the site performance reviews and the groundwater monitoring data.

## 4.2 RPO Activities

In 2002, DLA requested assistance from the Air Force Center for Engineering and Environment (AFCEE), now known as Air Force Civil Engineer Center, to optimize and implement the remedial actions at the site. In June 2002, an RPO Scoping Visit (RSV) was conducted at the site by representatives from the DLA, AFCEE, EPA, Alaska Department of Environmental Conservation (ADEC), and AFCEE contractors (Earth Tech [now known as AECOM], Parsons and Mitretek Systems). As requested by the DLA, the purpose of the RSV was to identify and recommend improvements to the ROD proposed remedy. The RSV recommendations included collecting and analyzing additional soil samples to refine quantities of soil requiring remediation, performing treatability testing to evaluate the feasibility of soil stabilization as a remedy for the lead-and PCB contaminated soils, collecting groundwater samples, and evaluating options for placing the stabilized soils on site. These recommendations were implemented during Fall 2002 to Summer 2003 period. Based on the results of these activities, specific changes to the ROD proposed remedy were recommended which included on-site stabilization of PCB and lead contaminated soils, a revised cap design and off-site disposal of soils with PCB concentrations greater than 50 mg/kg. In addition, several other site restoration issues not specifically addressed in the ROD were identified during the RPO activities, including the presence of large quantities of OE scrap that had not been properly demilitarized, several caches of compressed gas cylinders, potential radiological waste items, and multiple drums containing soil cuttings, purge water and personal and protective equipment from previous investigations.

## 4.3 Explanation of Significant Differences Summary

The changes to the ROD proposed remedy were formally documented and approved in the ESD issued in June 2003. The primary technical changes to the remedy included in the ESD were:

- Treatment of soil with PCB concentrations between 10 and 50 mg/kg by solidification/stabilization,
- Off-site treatment and disposal of soil with PCBs greater than 50 mg/kg,
- Capping stabilized soils with a geosynthetic clay liner (GCL) instead of compacted silt, and
- Flattening the cap profile to allow for reuse of the land.

The ESD also stated that DLA and ADEC were evaluating options for permanent ICs to be attached to the property that will transfer with the land should it be sold. The ESD also updated the ARARs by eliminating the land disposal restrictions and updating the Arsenic MCL from 50 µg/L to 10 µg/L or natural background (whichever is less stringent).

#### 4.4 Final Remedial Action

Upon finalization of the ESD, a detailed work plan for implementation of the RA was developed by the DLA and its contractor (Earth Tech). Procedures were also developed to identify, segregate and remove other site hazards such as OE materials, radiological contamination and scrap piles. The final RA Work Plan was issued in May 2003, and soil remediation activities began in June 2003. Remedial activities completed by Earth Tech for this project included:

- Relocation, sorting, and decontamination of salvage material, ancillary scrap (transformers, compressed gas cylinders, etc.), and debris;
- Excavation and stockpiling of contaminated soils with concentrations greater than 1,000 mg/kg lead or 10 mg/kg PCBs and off-site soils with concentrations greater than 400 mg/kg lead and/or 1 mg/kg PCBs for treatment;
- Excavation of soil with dioxin concentrations greater than 0.44 µg/kg;
- Excavation of soil with DDD concentrations greater than 21 mg/kg or DDT concentrations greater than 15 mg/kg;
- Shipment of dioxin-, DDT-, and DDD-contaminated soil and soil with PCB concentrations greater than 50 mg/kg off-site for disposal;
- Solidification/stabilization of contaminated soil containing lead at concentrations greater than 1,000 mg/kg and soil with PCB concentrations greater than 10 mg/kg but less than 50 mg/kg. The soil was mixed with approximately 0.5% trisodium phosphate (TSP) and 10% Portland cement by weight;
- Placement of stabilized soils into a consolidation cell, which also encompassed the old military landfill located in the southwestern section of the site;
- Collection of confirmation samples to verify that the cleanup goals were met. Over 400 confirmation samples were collected in the excavation areas for lead and PCBs analyses;
- Collection of stabilized soil samples for toxicity characteristic leaching procedure (TCLP) analysis for lead;

- Placement and compaction of stabilized soil in the consolidation cell and the existing landfill, placement of a GCL liner over the compacted soil, and placement of an 18” thick cover of clean fill over the GCL liner;
- Placement of 4” (thickness) of compacted road base and 4” (thickness) of asphalt over the clean fill and GCL cover to allow reuse of the cap as a parking lot, construction of perimeter runoff ditches and an infiltration basin to control surface water runoff from the cap and surrounding area. In addition to the infiltration basin, a ramp was constructed on the north side of the consolidation cell to allow vehicular traffic.
- Removal of the following materials:
  - 72,210 OE-related items (including 335 live items)
  - 12 55-gallon drums and one 8-gallon drum of radioactive waste (including more than 300 dials and gauges)
  - 50,000 cubic yards of scrap metal
  - 344 PCB-containing fluorescent light ballasts
  - 688 fluorescent light bulbs (mercury vapor)
  - 760 pounds of asbestos containing material (ACM)
  - 8 Freon cylinders
  - 16 chlorine cylinders
  - 264 tons of tires
  - 6,985 gallons of non-hazardous oil
  - 50 drums of personal protective equipment (PPE)
- Site restoration activities including hydroseeding the site, rehabilitation of monitoring wells, installation of a new site fence and a new consolidation cell/parking lot fence and gate.

Figure 3 shows the areas of the site where COCs exceeded the cleanup levels. Excavation activities were conducted in these areas at the site. Approximately 9,500 cubic yards of contaminated soil was stabilized and placed in the consolidation cell. Approximately 10 metric tons of non-hazardous dioxin contaminated soil, 6 tons of non-hazardous pesticide contaminated soil and 195 metric tons of PCB (above 50 mg/kg) contaminated soil was transported for off-site disposal. Figure 4 presents an aerial view of the site after completion of the remedial action

activities. The Remedial Action Report was finalized in Summer 2004, and O&M activities were initiated in Fall 2004. The site was deleted from the NPL in 2006. The remedial action was completed by Earth Tech, under AFCEE contracts.

#### **4.5 Present and Anticipated Future Site Use**

The site consists of 6 parcels. (Note - parcels are not the same as tax lots (TLs)). Parcel VI is the 200 foot wide Alaska Railroad Right-of-Way. Parcel III contains 2 tax lots. The list of parcels and tax lots are as follows:

- Parcel I (Tax Lot 2101)
- Parcel II (Tax Lot 2131)
- Parcel III (Tax Lots 2112 and 2113)
- Parcel IV (Tax Lot 2111)
- Parcel V (Tax Lot 2106)
- Parcel VI (Railroad Right-of-Way).

According to the Fairbanks North Star Borough zoning map, all six parcels are zoned GU-1, which is “general use district”. The site is currently used primarily for equipment and materials storage. The asphalt covered cap has been leased for use as a parking lot for vehicles and trailers since 2005. The anticipated future use of the site is similar to the current use.

#### **4.6 Institutional Controls**

Institutional controls for the site include both physical and administrative controls. As described in section 3, chain-link fencing was installed around the consolidation cell and site boundary to restrict site access. Signs showing contact numbers for EPA and ADEC and prohibiting unauthorized access were posted on the fence surrounding the cell.

In accordance with the ESD, conservation easements were also executed by current property owners to provide legal access to the site (5 parcels) for future operations, maintenance, and sampling activities. Additionally, the executed agreements include legally enforceable restrictions that prohibit current and future property owners from activities that may adversely

affect the implementation, integrity, or protectiveness of the remedial measures (ICs). Specific provisions of the agreements include the prohibition of:

- Digging, drilling, or other activities that might penetrate, damage, or interfere with the consolidation cover system, fencing, or drainage systems;
- Damaging or interfering with the groundwater monitoring network;
- Installing wells and using groundwater, unless approved in writing;
- Digging or moving soil that may create additional exposure to contaminants, or an environmental or health and safety risk, unless approved in writing;
- Transporting soil off-site, unless approved in writing; and
- Using the land for residential or agricultural use or similar uses causing exposure to contaminants.

Copies of the executed agreements are included in Attachment 2. To ensure that current and future property owners are subject to the same restrictions and are required to provide the same access, an equitable servitude was recorded with the Recording District of Fairbanks, State of Alaska.

Since 2006, the consolidation cell/asphalt cap area has been leased by the property owner (Mr. Pederson) to Mr. Harry Sanders for use as a parking lot. Inspections conducted at the site since 2004 indicate that the long-term ICs required by the ROD and ESD are being implemented.

#### **4.7 Long Term Monitoring Activities**

A groundwater monitoring well network consisting of seven monitoring wells was sampled in August 2003 to provide a baseline to assess the long-term performance of the remedial action (see Figure 2). The long term monitoring program proposed the following:

- Groundwater monitoring for a minimum of five years from the completion of the consolidation cell;
- Groundwater samples to be analyzed for PCBs, pesticides, VOCs, and metals and the results be compared to MCLs; and
- Groundwater monitoring to be conducted utilizing low-flow/micro-purge sampling techniques in accordance with AFCEE protocols and EPA guidance.



Groundwater monitoring was proposed to be conducted for a period of 30 years (2003 to 2033). Historically, the following contaminants had been detected occasionally in the on-site groundwater: antimony, arsenic, manganese, DDT, PCBs and VOCs (e.g., PCE, TCE, etc.). The groundwater monitoring protocol included sampling and laboratory analyses of these contaminants and lead (since it is a soil COC).

In 2004, PCE (in MW5627-R), antimony and lead (in MW-D) were detected in groundwater samples above the respective MCLs or action levels. The detections of lead and antimony in MW-D (September 004) were considered anomalous since they were more than three orders of magnitude greater than both the reported concentrations from the two previous monitoring events, and the field duplicate collected from this well. These results were most probably due to inadequate purging or a laboratory error. PCE was detected in MW-5627-R (May 2004) above its MCL, however, PCE has not been detected in this well since May 2005. In August 2003, Aroclor-1260 was detected in downgradient well MW-5625-R. However, Aroclor-1260 has not been detected in any of the samples collected from this well since then.

From 2005 to 2007, no COC was detected in any groundwater sample above the drinking water standards (MCLs or ROD mandated cleanup levels) or background levels. Arsenic, determined to be naturally occurring, was periodically detected in some of the groundwater samples above 10 µg/L, but was in the range of background concentrations. The long term monitoring data was reviewed by DLA, ADEC, EPA and Earth Tech in September 2007. The team agreed that future monitoring of wells MW-5626 and MW-D is not warranted given their location with respect to the consolidation cell (see Figure 2) and the historical lack of concentrations of any COC in these wells since 2004. The team agreed to modify post-2007 long term monitoring activities as follows:

- Reduce groundwater monitoring frequency to an annual basis;
- Replace monitoring well MW-5627-R. The new location for this well will be within the consolidation cell fenced area to prevent unauthorized access.
- Eliminate groundwater monitoring in wells MW-5626 and MW-D and decommission these wells in accordance with ADEC guidelines.
- Eliminate pesticide analyses from the groundwater monitoring protocol.

Based on the above recommendations, one sampling (and well maintenance) event was conducted in 2008 (July). During this event, groundwater monitoring wells MW-5626 and MW-D were decommissioned and MW56-27-R was replaced. After completion of the 2008 event, DLA, ADEC and EPA agreed to drop manganese and antimony from the analyte list for the annual groundwater monitoring event since these metals were not detected above their MCLs in multiple sampling events (AECOM 2010). In addition, annual monitoring for arsenic in groundwater was discontinued, since historical detections of arsenic were in the range of background concentrations. PCBs and lead were retained in the groundwater monitoring program to continue evaluation leaching potential from the stabilized materials. VOCs were retained for analyses based on continued trace detections (below MCLs) in the groundwater.

#### **4.8 Other O&M Activities**

During each site visit, the perimeter security fence and consolidation cell cap and slopes were inspected and maintenance activities were conducted as required in accordance with the O&M Plan. The consolidation cell was inspected to:

- Assure continued protection of human health and the environment,
- Verify that no conditions exist that would result in an imminent hazard to human health or the environment from the consolidated/treated soil that has been placed in the cell,
- Verify that construction components of the cell are intact and operating properly, and
- Verify that no excessive erosion is occurring that could endanger the security of the consolidation cell and/or that might result in exposure or release of the consolidated/treated soil in the cell.
- Verify that the asphalt cover over the cell was in good condition.

Biannual inspections conducted from 2004 to 2007 indicated that the asphalt cap and subgrade remained intact with no visible breaches or suspect areas, and all inspection criteria were satisfied. Similar to the groundwater monitoring, the ASSY team agreed to continue the O&M activities on an annual basis starting in 2008. Annual inspections conducted from 2008 to 2013 indicated that the asphalt cap remained intact and all inspection criteria were satisfied. In 2012, a seal coat was applied to the asphalt cap as a preventative measure to further preserve the integrity of the asphalt.

During each field event, the consolidation cell cap slopes were also inspected for damage/degradation. Small erosion channels were occasionally generated from surface water runoff. These channels were filled with gravel and soil, and the repaired areas were covered with grass seed. Subsequent inspections indicated that the repairs to the small erosional channels have been successful. To minimize potential disruption of the consolidation cell and liner, large vegetation on the cap slopes were cleared every year.

Routine inspections of the perimeter (site) fence showed infrequent minor damage. Holes in the fence were repaired, and other repairs such as gate replacement were implemented to maintain the integrity of the fence. The fence provides sufficient perimeter security. In addition, the maintenance activities included placement of wood pads below trailers parked on the cap to prevent damage to the asphalt cap.

The annual O&M costs (including annual groundwater monitoring, reporting, meetings, etc) for ASSY from 2008 to 2012 have ranged from \$25,000 to \$35,000 per year.

## 5 PROGRESS SINCE THE LAST FIVE-YEAR REVIEW

### 5.1 Protectiveness Statement from the Previous FYR

The protectiveness statement from the previous FYR in 2008 was:

*The remedy is protective and is expected to remain protective of human health and the environment. Based upon the review of relevant documents and the site inspection, the remedy is functioning as intended by the ROD and ESD. There have been no changes in the physical condition of the site that would affect the protectiveness of the remedy. Long-term protectiveness of the RAs will be verified by Institutional Controls (ICs), LTM and O&M program, which monitors groundwater COC concentrations and inspects and maintains the integrity of the landfill cap and fences.*

### 5.2 Issues and Recommendations from the Previous FYR

ISSUE	RECOMMENDATION
Future claims on site parcels may not reference conservation easements.	Follow-up with the appropriate city and borough agencies and title companies to ensure that future claims reference the conservation easements.

In the previous 5-year review and the summary memorandum (Attachment 6), it was noted that in 2007 a Statutory Quitclaim Deed was recorded transferring the title for Parcel I (TL-2101). The deed did not mention the Conservation Easement or the required Conservation Easement notice. The previous 5-year review report recommended that follow-up actions be conducted with appropriate city and borough agencies and title companies to ensure that future claims reference the conservation easements.

To address this issue, DLA contacted North Star Borough to ensure that future claims for the site parcels reference conservation easements. The North Star borough website (<http://www.fairbanks.ak.us/Assessing/propsearch.aspx>) has a link to the conservation easements for all parcels. As a result, in 2009, when a Statutory Warranty Deed was recorded for Parcels II, III, and IV, the deed included reference to the Conservation Easements. In addition, the new owner for Parcel I (Mr. Carl Pederson Jr.) was notified that the 2007 Quit Claim did not include

the Conservation Easement notice and recommended that future claims on this parcel should reference the conservation easement. This indicates that the issue from the first FYR has been resolved. In 2009, a Statutory Warranty Deed was recorded for Parcels II, III, and IV. The deed did not include the exact required Conservation Easement notice, but did include reference to the Conservation Easements.

### **5.3 Change in Land Ownership**

Since the last five-year review, the property ownership for TL-2111, TL-2112, TL-2113 and TL-2131 (see Figure 2) has changed from Mr. R. McPeak to Mr. W. Hoople. Mr. Hoople also owns the property (asphalt plant) located to the east of lot TL-2113. During the 2012 site visit, Mr. Hoople informed DLA personnel that he was aware of the ICs at the site.

## 6 FIVE-YEAR REVIEW PROCESS

The five-year review process for ASSY was initiated in April 2013. The ASSY five-year review team was led by EPA Remedial Project Manager (RPM) for ASSY (Ms. Jackie Kramer) and included support from the DLA representative (Ms. Therese Deardorff), ADEC RPM (Mr. Fred Vreeman) and AECOM (Mr. Manish Joshi). The following activities were conducted during the five-year review:

- The land owners were contacted in May 2013 and notified of the upcoming review. Comments from the site owners regarding the remedial actions and follow-on monitoring were collected in July 2013. A notice requesting public comments on the five-year review was printed in the local Fairbanks paper on 18 August 2013. No comments were received from the public. After completion of the five-year review, copies of the report will be made available via the administrative record. A public notice to announce the availability of the report will be issued.
- A site inspection of the ASSY site was performed on 17 July 2013, by EPA, ADEC, DLA and the DLA contractor. The purpose of the inspection was to assess the protectiveness of the remedy, including the access restrictions at the site. The site inspection checklist is included in Attachment 4.
- Interviews were conducted with EPA, DLA, ADEC, two site owners (Mr. Carl Pederson Jr. and Mr. William Hoople) and one tenant (Mr. Cliff Everts). The interview forms are presented in Attachment 5.
- The five-year review team conducted a technical assessment of ASSY site and the findings and recommendations are provided in this report.

### 6.1 Document and Data Review

This five-year review consisted of a review of relevant documents which included RI reports, remedial action and construction completion reports, and O&M reports. The applicable groundwater cleanup levels specified in the ROD were also reviewed. A complete list of the documents reviewed is shown in Attachment 1. The five-year review team also conducted a review of the LTM and O&M data collected from 2004 to 2013.

From 2008 to 2013, groundwater monitoring was performed annually and no COC in any groundwater sample have been detected above the drinking water standards (MCLs or ROD mandated cleanup levels) or background levels. Arsenic was detected in two groundwater monitoring wells in 2008, one monitoring well in 2010, and two monitoring wells in 2013 at concentrations above its MCL (10 µg/L), but was in the range of naturally occurring background

levels (36 µg/L – Ft. Wainwright background concentration [USACE, 1994], 26.8 µg/L – Site background concentration [Shannon & Wilson, 1994]). Historical groundwater analytical results (2008 to 2013) are included in Attachment 3. Since 2005, no COCs at ASSY have exceeded their respective groundwater cleanup or background levels.

A Title Search was completed in October 4, 2013, by AECOM (Attachment 6) for EPA, and evaluation of the Title Report by Yukon Title, Inc. (underwritten by First American Title Insurance Company). EPA confirmed that ICs were recorded on all the parcels with contamination above levels deemed safe for unlimited use and unrestricted exposure and were not compromised by any prior encumbrances. The title search documentation and a memorandum summarizing the results of the title search are presented as Attachment 6.

## **6.2 Site Inspection**

The site inspection was conducted by the five-year review team on 17 July 2013. The inspection team members are listed above. The consolidation cell cap, perimeter fence, and cap side slopes were inspected. No significant issues affecting the protectiveness of the remedy were noted. The site inspection results are included in Attachment 4. The ADEC representative stated that the deed restrictions imposed at ASSY are effective, since he gets periodic calls from potential buyers regarding site conditions and restrictions.

In addition, ADEC maintains an online database of contaminated sites. This database indicates that the ASSY site is subject to a deed notice, industrial land use restrictions, maintenance of inspections/engineering controls, groundwater restrictions and excavation restrictions.

The five-year team agreed that deed restrictions, groundwater monitoring and site inspection/O&M activities are adequately addressing exposure issues at the site.

## **6.3 Interviews**

Interviews were held with parties familiar with the ASSY at the site. Overall, there were no significant problems identified in the interviews. The interviewees included representatives from EPA and ADEC. Two land owners (Mr. Carl Pederson Jr. and Mr. William Hoople) and one tenant (Mr. Cliff Everts), who leases the consolidation cell parking lot, were interviewed and did not express any concerns regarding the integrity of the consolidation cell or the perimeter fence.

The landowners and renter visit the site routinely. The interview forms are presented in Attachment 5.



## **7 TECHNICAL ASSESSMENT**

In accordance with current EPA guidance (EPA, 2001), a five-year review should determine whether the remedy at the site is protective of human health and the environment. The technical assessment of a remedy examines three questions which provide a framework for organizing and evaluating data and information and ensures that all relevant issues are considered when determining the protectiveness of the remedy. These questions are presented in the following sections.

### **7.1 Question A:**

#### **Is the remedy functioning as intended by the decision document?**

Yes. The review of documents (Attachment 1) indicates that the remedies are functioning as intended in the ROD and ESD have met the intent of the ROD and ESD.

The selected remedy for the site included excavation and off-site disposal of the most contaminated materials (dioxins-, pesticide-, and PCB-contaminated soils) and stabilization and on-site placement (in the consolidation cell) of the remaining PCB and lead contaminated soils above the ROD mandated cleanup levels. The O&M program includes routine groundwater monitoring for the site COCs, vegetation clearing, inspection and maintenance of the cap and surrounding drainage areas, and inspection and maintenance of the site fence and monitoring wells. Since 2008, no COCs have been detected in the groundwater monitoring wells above their respective cleanup or background levels. This indicates that groundwater at the site has not been adversely impacted.

ICs were implemented consistent with the selected remedy and address all areas of site-related contamination that are above levels that allow for unrestricted use and unlimited exposure. The ICs, including deed restrictions, fencing/signage and routine inspections have been effective in preventing unauthorized access to or unauthorized development of the site. Based on this review, the existing ICs are appropriate and are expected to remain adequate and effective.

### **7.2 Question B:**

#### **Are the exposure assumptions regarding toxicity data, cleanup levels, and remedial action objectives used at the time of the remedy selection still valid?**

The RAOs used at the time of the remedy selection (ROD and ESD) are still valid. There have been no changes in the potential exposure pathways at the site. The exposure assumptions used to develop the human health risk assessments remain valid. EPA has since revised the industrial cleanup level for lead from 1,000 mg/kg to 800 mg/kg, however, more recent consultations with EPA Toxicologist in Region 10, indicate that it should now be revised again to a level of 1,100 mg/kg based on current maternal blood levels and a conservative fetal target level of 5 ug/dL. . A review of the ASSY confirmation sampling results for lead indicate that none of the samples (of over 400 confirmation samples collected) showed residual lead levels of over 1,100 mg/kg. Fourteen of these sampling locations exceeded 800 mg/kg, but seven were located underneath the consolidation cap and were treated with TSP and Portland cement prior to placing stabilized soil over, and the remaining seven were all below 1,00 mg/kg (the highest being 971 mg/kg). Therefore, the new industrial cleanup level for lead will not affect the protectiveness of the remedy implemented at ASSY.

There have been changes in the toxicity factors for some of COCs listed in the ROD. Potential impacts from these changes are discussed below.

The oral and inhalation carcinogenic slope factors for PCBs have been revised since completion of the baseline human health risk assessment (Ecology & Environment, Inc, 1994). The current EPA industrial soil regional screening level (RSL) for several of the PCB Aroclors is 0.74 mg/kg, based on the target carcinogenic risk of  $1 \times 10^{-6}$ , which is more conservative than the ROD-mandated TSCA value of 10 mg/kg. If the RSL was re-calculated based on a target risk of  $1 \times 10^{-5}$ , which is often used in estimating cleanup levels (and is consistent with the ROD and ADEC guidelines), the resulting screening value would be 7.4 mg/kg. A review of the post-excavation PCB confirmation data indicates that only 19 out of 468 samples exceed the screening level of 7.4 mg/kg. Four of these sampling locations are underneath the consolidated cap and were treated with TSP and Portland cement prior to placing stabilized soil over these locations. One sampling location is underneath the eastern drainage canal and the sampling results around these locations showed PCB levels well below 7.4 mg/kg. The remaining 14

locations are scattered throughout the site, and similar to the drainage canal location, the sampling results adjacent to these locations showed PCB levels well below 7.4 mg/kg. Regardless, the cleanup level for PCBs in soil of 10 mg/kg is the promulgated TSCA value, which has not changed since the 1995 ROD for ASSY. Therefore the changes in the PCB toxicity values will not affect the protectiveness of the remedy.

EPA's dioxin reassessment has been developed and undergone review for many years, with the participation of scientific experts in EPA and other federal agencies, as well as scientific experts in the private sector and academia. The Agency followed current guidelines and incorporated the latest data and physiological/biochemical research into the reassessment. On February 17, 2012, EPA released the final human health non-cancer dioxin reassessment, publishing an oral non-cancer toxicity value, or reference dose (R<sub>f</sub>D), of  $7 \times 10^{-10}$  mg/kg-day for 2,3,7,8-tetrachlorodibenzo-p-dioxin (TCDD) in EPA's Integrated Risk Information System (IRIS). The dioxin cancer reassessment will follow thereafter. The dioxin R<sub>f</sub>D was approved for immediate use at Superfund sites to ensure protection of human health.

The soil dioxin cleanup in the ROD is 0.44 µg/kg. The current EPA industrial carcinogenic RSL for dioxins in soil is 0.018 µg/kg, based on the target carcinogenic risk of  $1 \times 10^{-6}$ . The current EPA industrial RSL, based on EPA's 2012 non-cancer toxicity value for dioxin, and reflecting a hazard quotient of 1, is 0.597 µg/kg. This soil level is within EPA's acceptable cancer risk range, reflecting a carcinogenic risk of  $1 \times 10^{-5}$ . The 2003 confirmation sampling results show that the residual onsite soil dioxin levels are less than the industrial carcinogenic RSL of 0.18 µg/kg. Thus, the residual levels of soil dioxin remaining on site following the 2003 excavations are still protective of industrial workers.

The toxicity factors for DDD and DDT have also changed since the 1994 risk assessment. Based on the new carcinogenic inhalation slope factors, the current EPA industrial soil RSLs for DDD and DDT are 7.2 mg/kg and 7.0 mg/kg. These screening levels are based on the target carcinogenic risk of  $1 \times 10^{-6}$ . If the RSLs were re-calculated based on a target risk of  $1 \times 10^{-5}$ , which is often used in estimating cleanup levels (and is consistent with the ROD and ADEC guidelines), the resulting screening values would be 72 and 70 mg/kg. The site cleanup levels for DDD and DDT are 21 mg/kg and 15 mg/kg, respectively, which are more protective than the

revised RSLs. Therefore, the amounts of DDD and DDT remaining on site following the 2003 excavations are still protective of the industrial worker.

It should also be noted that the cancer slope factors and thus the RSLs for PAHs have also changed since the ROD was established. Although benzo[a]pyrene and dibenz[a,h]anthracene were not selected as COCs in the ROD, the revision of the inhalation slope factor has resulted in current industrial soil RSLs of 0.21 mg/kg for both PAHs. The exposure point concentrations for benzo[a]pyrene (0.772 mg/kg) and dibenz[a,h]anthracene (0.343 mg/kg) both exceed the current industrial RSLs. However, these screening levels are based on the target carcinogenic risk of  $1 \times 10^{-6}$ . If the RSLs were re-calculated based on a target risk of  $1 \times 10^{-5}$ , which is often used in estimating cleanup levels (and is consistent with the ROD and ADEC guidelines), the resulting screening value would be 2.1 mg/kg. In addition, a comparison of the pre-remediation locations of these PAH previous screening criteria exceedances were made with the locations for the 2003 excavations. It is apparent that the PAHs were excavated along with the PCBs and other COCs. Thus, the residual levels of PAHs possibly remaining on site following the 2003 excavations are still protective of industrial workers.

The ROD and ESD-mandated cleanup levels for groundwater are consistent with current EPA cleanup levels. Although there have been changes to the toxicity factors for some of the contaminants historically detected in groundwater, the 2008 to 2013 groundwater monitoring data indicates no exceedances of any COCs above respective cleanup levels or background levels. In addition, groundwater use at the site has been restricted, and there is no known use of the site groundwater. Therefore, the current groundwater remedy of long term monitoring is deemed to be protective.

ICs specified in the ROD and ESD will continue to prevent excavation, construction, groundwater use as drinking water, or other incompatible uses at the site. Land use at the site remains consistent with the ICs and selected remedy, and the only minor change, leasing of the area above the containment cell for use of a parking lot, is consistent with and will not compromise the ICs. A title search of the properties at the site confirmed that the land use restrictions are still in place. In addition, the Fairbanks North Star Borough property database includes the conservation easements for the 5 parcels at the site (Attachment 6).

There have been no changes in the physical conditions of the site that would affect the protectiveness of this remedy.

### **7.3 Question C:**

**Has any other information come to light that could call into question the protectiveness of the remedy?**

No. There is no new information that would question the protectiveness of the remedy. The groundwater monitoring data indicate that groundwater contaminant concentrations have not exceeded standards or background levels (since 2005). The review of O&M and performance monitoring data indicates that the ICs and O&M activities at the site continue to be protective.

### **7.4 Technical Assessment Summary**

Based on a review of the historical site (remedial investigation, remedial action and LTM) data, the remedy is functioning as intended by the ROD and ESD and remains protective. The physical conditions of the site have not changed, and the cleanup goals cited in the ROD for soil and groundwater are being met.

## **8 ISSUES**

There are no issues identified in this five-year review for ASSY.



## **10 PROTECTIVENESS STATEMENT**

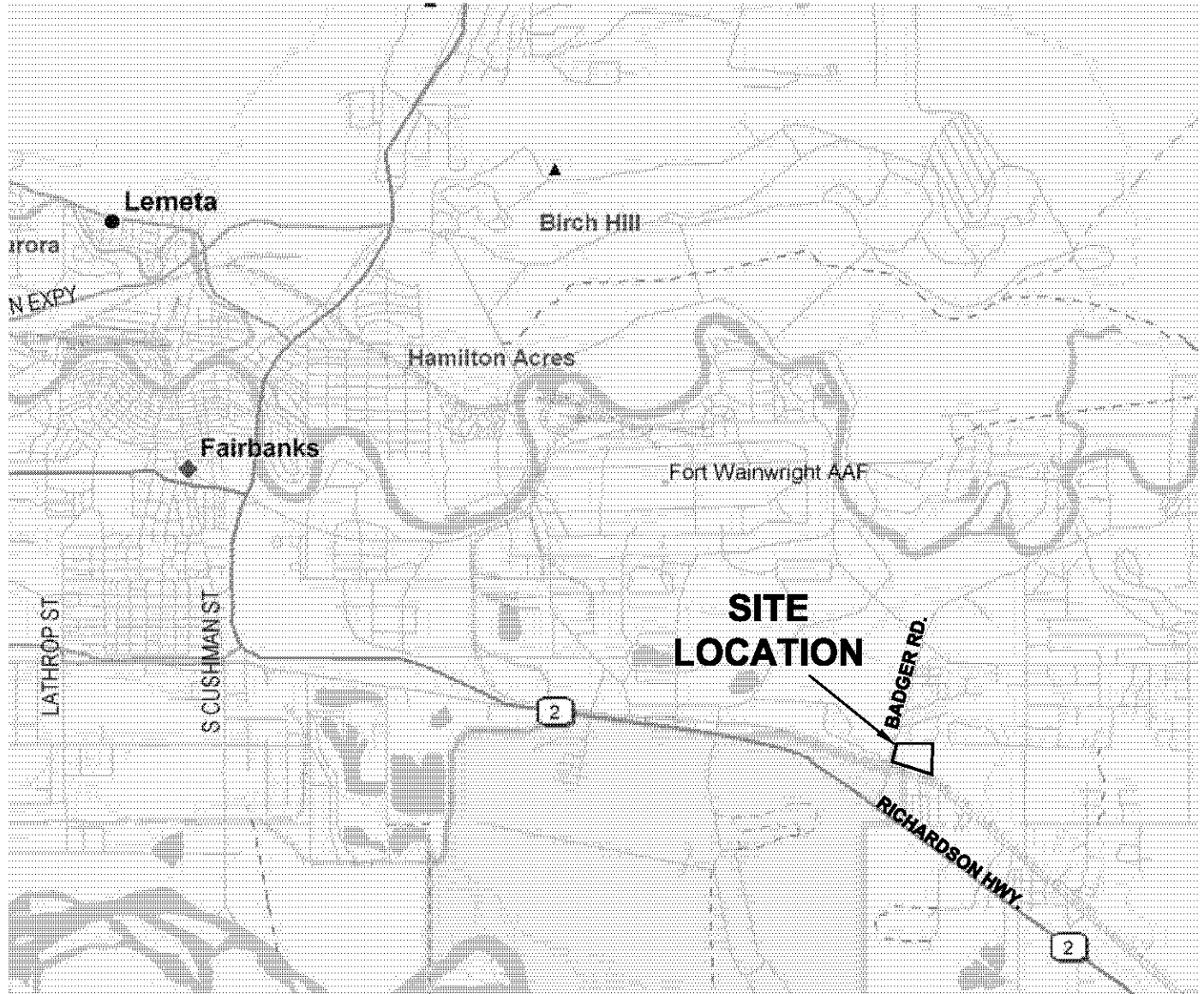
The remedy at Arctic Surplus is protective of human health and the environment. The remedy is expected to remain protective of human health and the environment. Based upon the review of relevant documents and the site inspection, the remedy is functioning as intended by the ROD and ESD. There have been no changes in the physical condition of the site that would affect the protectiveness of the remedy. Long-term protectiveness of the RAs will be verified by ICs, LTM and O&M program, which monitors groundwater COC concentrations and inspects and maintains the integrity of the landfill cap and fences.



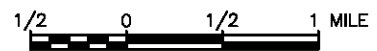
## **11 NEXT REVIEW**

The next five-year review for ASSY will be completed by December 2018. The integrity of the consolidation cell cap, groundwater monitoring data and ICs should be reviewed to ensure that the land use and groundwater restrictions are still in place and continue to be protective.

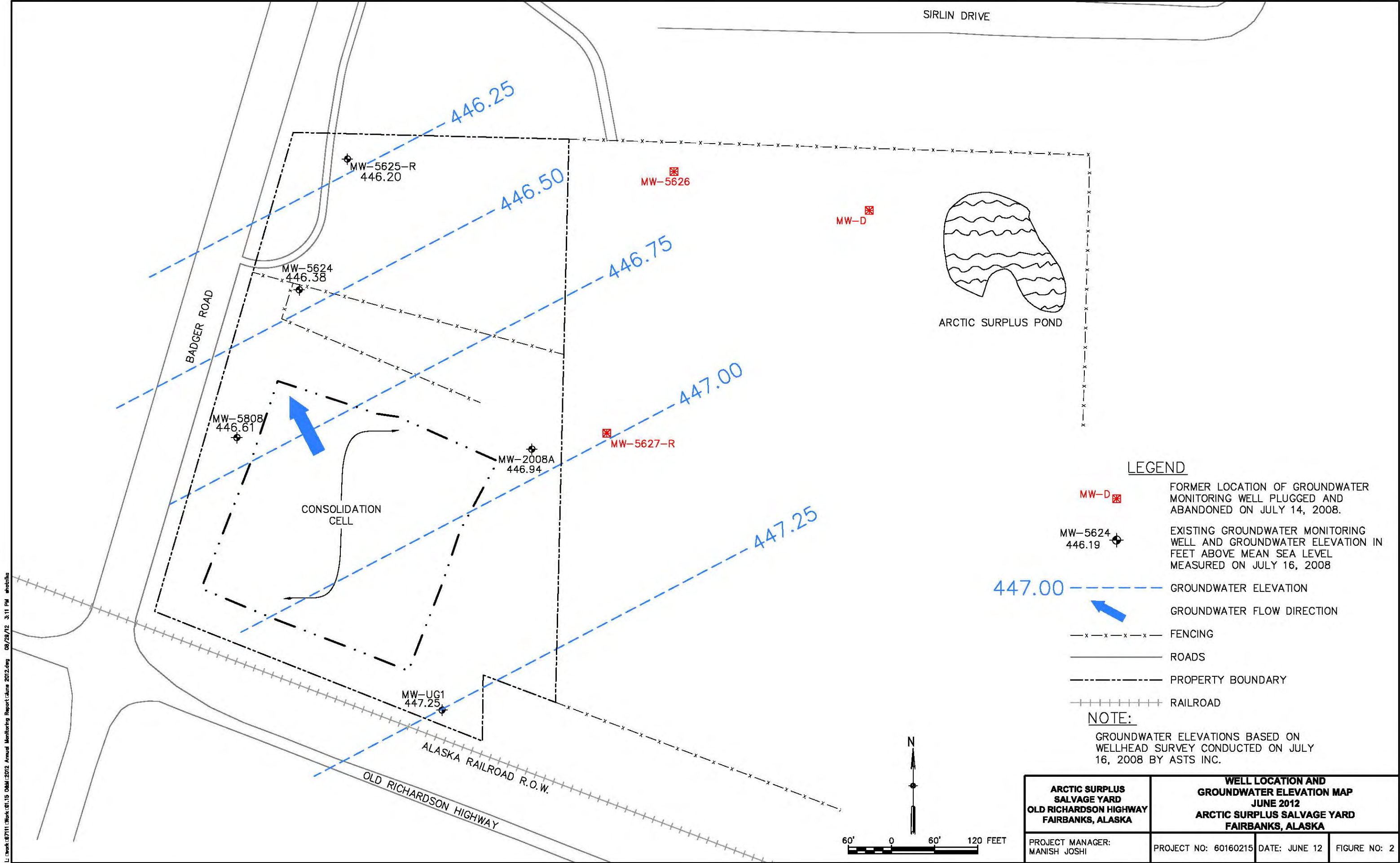
## **FIGURES**



SOURCE:  
 DELORME STREET ATLAS USA, (2004)



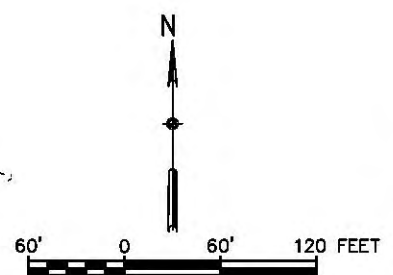
<b>ARCTIC SURPLUS SALVAGE YARD          OLD RICHARDSON HIGHWAY          FAIRBANKS, ALASKA</b>		<b>FIGURE 1          SITE VICINITY MAP          FIVE-YEAR REVIEW          ARCTIC SURPLUS SALVAGE YARD          FAIRBANKS, ALASKA</b>	
PROJECT MANAGER: MANISH JOSHI	PROJECT NO: 68429	DATE: NOV. 08	FIGURE NO: 1



**LEGEND**

- MW-D FORMER LOCATION OF GROUNDWATER MONITORING WELL PLUGGED AND ABANDONED ON JULY 14, 2008.
- MW-5624 446.19 EXISTING GROUNDWATER MONITORING WELL AND GROUNDWATER ELEVATION IN FEET ABOVE MEAN SEA LEVEL MEASURED ON JULY 16, 2008
- 447.00 GROUNDWATER ELEVATION
- GROUNDWATER FLOW DIRECTION
- FENCING
- ROADS
- PROPERTY BOUNDARY
- RAILROAD

**NOTE:**  
GROUNDWATER ELEVATIONS BASED ON WELLHEAD SURVEY CONDUCTED ON JULY 16, 2008 BY ASTS INC.



<b>ARCTIC SURPLUS SALVAGE YARD OLD RICHARDSON HIGHWAY FAIRBANKS, ALASKA</b>		<b>WELL LOCATION AND GROUNDWATER ELEVATION MAP JUNE 2012 ARCTIC SURPLUS SALVAGE YARD FAIRBANKS, ALASKA</b>	
PROJECT MANAGER: MANISH JOSHI	PROJECT NO: 60160215	DATE: JUNE 12	FIGURE NO: 2

L:\work\07111\Work\0115\06M\2012 Annual Monitoring Report\June 2012.dwg 08/29/12 3:11 PM whobnka

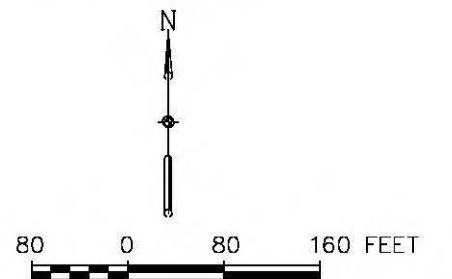


**LEGEND**

- AREA EXCEEDED RESIDENTIAL CLEANUP STANDARDS FOR PCBs (1 mg/kg); SOIL REMOVED
- EXCEEDED INDUSTRIAL CLEANUP STANDARDS FOR LEAD (1000 mg/kg)
- EXCEEDED INDUSTRIAL CLEANUP STANDARDS FOR PCBs (10 mg/kg)
- EXCEEDED INDUSTRIAL CLEANUP STANDARDS FOR LEAD AND PCBs
- HOT ZONE FENCELINE
- PROPERTY FENCELINE

**NOTES**

1. SITE PLAN IS ADAPTED FROM DRAWING PROVIDED BY ALASKA DISTRICT, CORPS OF ENGINEERS, ANCHORAGE, ALASKA
2. CURRENT OWNERSHIP BASED ON THE FAIRBANKS NORTH STAR BOROUGH ASSESSOR'S RECORDS.
3. DURING REMEDIAL ACTIONS, ALL SURFACE CONTAMINATION WAS REMOVED, REF: SECTION 2, EARTH TECH, 2004 (JULY). FINAL REMEDIAL ACTION REPORT, ARCTIC SURPLUS SALVAGE YARD, FAIRBANKS, ALASKA.



<p><b>ARCTIC SURPLUS SALVAGE YARD OLD RICHARDSON HIGHWAY FAIRBANKS, ALASKA</b></p>	<p><b>FIGURE 3 PRE-REMEDIAL ACTION EXTENT OF CONTAMINATION FIVE-YEAR REVIEW ARCTIC SURPLUS SALVAGE YARD FAIRBANKS, ALASKA</b></p>		
<p><b>PROJECT MANAGER: MANISH JOSHI</b></p>	<p><b>PROJECT NO: 68429</b></p>	<p><b>DATE: NOV. 08</b></p>	<p><b>FIGURE NO: 3</b></p>



**LEGEND**

 GROUNDWATER FLOW DIRECTION

**SOURCE:**  
AERIAL PHOTOGRAPHY, EARTH TECH (JUNE 2004)

<b>ARCTIC SURPLUS SALVAGE YARD OLD RICHARDSON HIGHWAY FAIRBANKS, ALASKA</b>		<b>FIGURE 4 OBLIQUE AERIAL PHOTO (VIEW TO EAST) FIVE-YEAR REVIEW ARCTIC SURPLUS SALVAGE YARD FAIRBANKS, ALASKA</b>	
PROJECT MANAGER: MANISH JOSHI	PROJECT NO: 60278077	DATE: MAY 2013	FIGURE NO: 4

**Attachment 1: LIST OF DOCUMENTS REVIEWED**

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**Attachment 1**  
**List of Documents Reviewed**

- AECOM. 2013 (February). *Final Annual Long Term Monitoring Report – 2012 for Arctic Surplus Salvage Yard, Fairbanks Alaska.*
- AECOM. 2011a (February). *Final Annual Long Term Monitoring Report – 2010 for Arctic Surplus Salvage Yard, Fairbanks Alaska.*
- AECOM. 2011b (September). *Final Annual Long Term Monitoring Report – 2011 for Arctic Surplus Salvage Yard, Fairbanks Alaska.*
- AECOM. 2010 (April). *Final 2009 Annual Long Term Monitoring Report for Arctic Surplus Salvage Yard, Fairbanks Alaska.*
- AECOM. 2009 (April). *Final 2008 Annual Long Term Monitoring Report – 2012 for Arctic Surplus Salvage Yard, Fairbanks Alaska.*
- Alaska Department of Environmental Conservation. 2008 (October). *18 AAC 75 Oil and Other Hazardous Substances Pollution Control – Soil and Groundwater Cleanup Levels – Table 2.*
- Earth Tech, Inc. (Earth Tech). 2004 ( July). *Final Remedial Action Report, Arctic Surplus Salvage Yard, Fairbanks, Alaska.*
- Earth Tech, Inc. (Earth Tech). 2004 ( November). *Operations and Maintenance Plan, Arctic Surplus Salvage Yard, Fairbanks, Alaska.*
- Earth Tech, Inc. (Earth Tech). 2005 (December). *Final Site Activities in Support of Remedial Action Report, Arctic Surplus Salvage Yard, Fairbanks, Alaska.*
- Earth Tech, Inc. (Earth Tech). 2005 (December). *Final 2004 Semiannual Groundwater Monitoring Results, Arctic Surplus Salvage yard, Fairbanks, Alaska.*
- Earth Tech, Inc. (Earth Tech). 2006 (August). *Final 2005 Semiannual Groundwater Monitoring Results, Arctic Surplus Salvage Yard, Fairbanks, Alaska.*
- Earth Tech, Inc. (Earth Tech). 2007 (July). *Final 2006 Semiannual Groundwater Monitoring Results, Arctic Surplus Salvage Yard, Fairbanks, Alaska.*
- Earth Tech, Inc. (Earth Tech). 2008 (January). *Final 2007 Semiannual Groundwater Monitoring Results, Arctic Surplus Salvage Yard, Fairbanks, Alaska.*
- Ecology & Environment, Inc. 1994 (July). *Final Baseline Human Health and Ecological Risk Assessment, Arctic Surplus Salvage yard, Fairbanks, Alaska.*
- Shannon & Wilson, Inc. (Shannon & Wilson). 1994 (October). *Arctic Surplus Salvage Yard, Remedial Investigation/Feasibility Study, Fairbanks Alaska*
- United States Army Corps of Engineers (USACE). 1994 (March). *Background Data Analysis for Arsenic, Barium , Cadmium, Chromium and Lead on Ft. Wainwright, Alaska. Final.*
- United States Environmental Protection Agency (EPA). 2001 (July). *Comprehensive Five-Year Review Guidance.*
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U.S. Environmental Protection Agency (EPA). 1995 (April). *Record of Decision, Arctic Surplus Salvage Yard.*

U.S. Environmental Protection Agency (EPA). 2004 (April). *Explanation of Significant Differences Memorandum: Arctic Surplus Salvage Yard.*

U.S. Environmental Protection Agency (EPA). 2008 (December). *First Five-Year Review Report for Arctic Surplus Salvage Yard, Fairbanks Alaska - Final.*

United States Environmental Protection Agency (EPA). *Current Drinking Water Standards, National Primary Drinking Water Regulations, Region IX screening levels (2013).*

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## **Attachment 2: CONSERVATION EASEMENTS**

CONSERVATION EASEMENT

Fairbanks Recording District

This Conservation Easement is made this \_\_\_\_\_ day of October, 2003 by Roger McPeak and Betty McPeak, P.O. Box 58076, Fairbanks, Alaska 99711 ("Grantors"), and the State of Alaska, Department of Natural Resources, Division of Mining, Land and Water, Realty Services Section, 550 West 7<sup>th</sup> Ave., Ste.1050, Anchorage AK 99501-3579 ("State" or "Grantee"), to convey an interest in the property described below. This Conservation Easement is authorized under the Uniform Conservation Easement Act, Alaska Statute 34.17.010 - 34.17.060, and under common law.

RECITALS:

1. Grantors are the owner in fee simple of the tract or parcel of land (hereinafter "the Property") situated within:

That part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-One (21), Township One (1) South, Range One (1) East, Fairbanks Meridian, more fully described under Parcel III in the Warranty Deed dated August 24, 1976, from Carl Pederson and Mabel Pederson, Grantors, to Roger G. McPeak and Betty McPeak, Grantees, recorded October 8, 1976 in Book 53, Page 891, Fairbanks Recording District (Parcel III). (Tax lot 2113.)

2. Past use of the Property caused groundwater and soil contamination from hazardous substances, including lead and polychlorinated biphenyls (PCBs). The Property is listed on the United States Environmental Protection Agency's (EPA's) National Priorities List as the Arctic Surplus Superfund Site. EPA has issued a 1995 Record of Decision (ROD) and 2003 Explanation of Significant Differences (ESD) for environmental cleanup of the Property.

3. Cleanup activities were conducted to prevent exposure to and migration of contaminants in the soil and groundwater. The cleanup was based on industrial and commercial land use only. Because of remaining levels of lead and PCB contamination and a low risk that ordnance and explosive waste remain on the Property, residential use is not allowed. Institutional controls are required in order to provide long-term maintenance, sampling and repair of the remedy, to restrict land use that could damage the remedy or cause human exposure to contaminants, and to inform future owners of the cleanup remedy and restrictions.

4. The purpose of this easement is to place institutional controls on the Property through a Conservation Easement under the Uniform Conservation Easement Act and common law, to grant the easement to the State and a third party right of enforcement (including access) to the United States in order to protect and maintain the cleanup remedy, to

protect natural resources, water quality and the environment, and to protect human health and safety. †

The United States, through the Environmental Protection Agency, under its third party right of enforcement will be responsible for oversight of the remedy including enforcement of the prohibited and required activities contained in this easement. Nothing herein limits the State's authority to enforce this Conservation Easement.

PROHIBITED ACTIVITIES:

5. Unless otherwise specifically authorized in writing by the United States, through the Environmental Protection Agency (EPA), the following listed activities are prohibited:

a. Damaging or interfering with groundwater monitoring wells or other structures or systems designed to monitor groundwater contamination.

b. Placing wells and using groundwater for drinking water, dewatering, or other uses, unless approved in writing. These prohibitions do not apply to wells used to monitor contamination.

c. Transporting soil off-site, unless approved in writing. This does not prohibit using the Property for commercial or industrial purposes that do not cause a risk of exposure to contaminants or a health and safety risk.

d. Residential or agricultural use or similar uses causing exposure to contaminants, such as daycare or school facilities, or other residency-type use. These limitations exist as long as contamination exceeds levels allowed by State or Federal law for residential use, or unless approved in writing.

REQUIRED ACTIVITIES:

6. Unless otherwise specifically authorized in writing by EPA, the following listed activities are required:

a. Giving notice to EPA within a reasonable time that restricted activities have occurred or are occurring.

b. Notifying local authorities (Fairbanks North Star Borough, Department of Emergency Operations (907) 459-1481 or Alaska State Troopers (907) 451-5100) if ordnance-related material is discovered.

c. Including the following language in any Instrument conveying an interest in the Property:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO A CONSERVATION EASEMENT, DATED \_\_\_\_\_, RECORDED IN THE PUBLIC LAND RECORDS ON (date), IN BOOK \_\_\_\_, PAGE \_\_\_\_, IN FAVOR OF THE STATE OF ALASKA, AND WITH A THIRD-PARTY RIGHT OF ENFORCEMENT GRANTED TO THE UNITED STATES AND ITS AUTHORIZED REPRESENTATIVES.

d. Granting access during reasonable hours (or if there is an emergency or incident that could damage the cleanup remedy) to authorized representatives of the State and the United States. This

right of entry is granted for the following purposes: monitoring, maintaining and repairing wells and the soil remedy; responding to reports of ordnance and explosive waste; and investigating violations and enforcement of the restrictions listed above.

GENERAL PROVISIONS:

7. This Conservation Easement is for the benefit of the Grantee and conveys to the State, acting through its agencies and authorized representatives, this easement. It also conveys a third party right of enforcement to the United States.

8. This Conservation Easement shall apply to the real property described above and to any grant or other property interest given that covers or describes the Property or any part of the Property. By accepting a grant, lease or any other property interest, each grantee, lessee, or party accepting a property interest (and each of their heirs, successors, transferees or assignees) agrees with Grantors and each other to be bound by the provisions of this Conservation Easement.

9. This Conservation Easement shall run with the land in perpetuity and is binding upon Grantors, and their heirs, successors, and assigns. Following EPA's written notification that the provisions herein are no longer required by EPA to protect human health and the environment, the State may terminate the Conservation Easement by recording a Release of Conservation Easement.

10. Grantors hereby covenant that they are lawfully seized of the Property, in fee simple, have good and lawful right and power to convey the same, and will warrant and defend the Conservation Easement.

11. This Conservation Easement shall be interpreted and governed by the laws of the State of Alaska. Any ambiguities shall be construed to accomplish the purpose for which the Conservation Easement was granted. A determination that any provision or application to any person or circumstance is invalid shall not affect any other provision or application.

12. These provisions shall not be waived due to non-enforcement, violation, or breach of any provision.

13. Prior to granting any approvals under the Conservation Easement, EPA shall consult with the Alaska Department of Environmental Conservation to ensure compliance with applicable state statutes.

14. Required notices shall be in writing and be shall hand carried or sent by first class mail (unless otherwise agreed by the Parties) to the following addresses:

To Grantors:

To Grantee:

Roger McPeak  
Betty McPeak  
P.O. Box 58076  
Fairbanks, AK 99709

Dept. of Natural Resources  
Div. of Mining, Land & Water  
Realty Services Section  
550 W.7<sup>th</sup> Ave., Ste. 1050  
Anchorage, AK 99501-3579

To the United States:

Director, Office of Environmental Cleanup  
United States Environmental Protection Agency  
Region 10  
1200 Sixth Avenue  
Seattle, WA 98101

In addition, the owners of the Property shall serve a copy of this Instrument either personally or by first class mail (certified with return receipt) to all persons, if any, holding a financial interest in the Property.

IN WITNESS THEREOF Grantors and Grantee have set their hand on this 9<sup>th</sup> day of October, 2003.

SIGNATURE: Roger McPeak  
Grantor

SIGNATURE: Betty McPeak  
Grantor

GRANTOR'S ACKNOWLEDGMENT: (notary) Veronica R. Garrison

**NOTARY PUBLIC**

Veronica L. Garrison

**STATE OF ALASKA**

My Commission Expires: 7/4/06 ACCEPTANCE

Pursuant to AS 38.05.035(a)(12), the State of Alaska hereby accepts this CONSERVATION EASEMENT conveying to the State of Alaska, its successors in administrative function and assigns, the interest in the Property described herein.

STATE OF ALASKA  
Department of Natural Resources

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Director, Division of  
Mining, Land & Water.

AFTER RECORDING RETURN TO:  
State of Alaska  
Department of Law  
Natural Resources Section  
100 Cushman St., Ste. 400  
Fairbanks, AK 99701.

CONSERVATION EASEMENT

Fairbanks Recording District

This Conservation Easement is made this \_\_\_\_\_ day of October, 2003 by Roger McPeak and Betty McPeak, P.O. Box 58076, Fairbanks, Alaska 99711 ("Grantors"), and the State of Alaska, Department of Natural Resources, Division of Mining, Land and Water, Realty Services Section, 550 West 7<sup>th</sup> Ave., Ste.1050, Anchorage AK 99501-3579) ("State" or "Grantee"), to convey an interest in the property described below. This Conservation Easement is authorized under the Uniform Conservation Easement Act, Alaska Statute 34.17.010 - 34.17.060, and under common law.

RECITALS:

1. Grantors are the owner in fee simple of the tract or parcel of land (hereinafter "the Property") situated within:

That part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-One (21), Township One (1) South, Range One (1) East, Fairbanks Meridian, more fully described under Parcel I in the Warranty Deed dated August 24, 1976, from Carl Pederson and Mabel Pederson, Grantors, to Roger G. McPeak and Betty McPeak, Grantees, recorded October 8, 1976 in Book 53, Page 891, Fairbanks Recording District (Parcel I). (Tax lot 2112.)

2. Past use of the Property caused groundwater and soil contamination from hazardous substances, including lead and polychlorinated biphenyls (PCBs). The Property is listed on the United States Environmental Protection Agency's (EPA's) National Priorities List as the Arctic Surplus Superfund Site. EPA has issued a 1995 Record of Decision (ROD) and 2003 Explanation of Significant Differences (ESD) for environmental cleanup of the Property.

3. Cleanup activities were conducted to prevent exposure to and migration of contaminants in the soil and groundwater. The cleanup was based on industrial and commercial land use only. Because of remaining levels of lead and PCB contamination and a low risk that ordnance and explosive waste remain on the Property, residential use is not allowed. Institutional controls are required in order to provide long-term maintenance, sampling and repair of the remedy, to restrict land use that could damage the remedy or cause human exposure to contaminants, and to inform future owners of the cleanup remedy and restrictions.

4. The purpose of this easement is to place institutional controls on the Property through a Conservation Easement under the Uniform Conservation Easement Act and common law, to grant the easement to the State and a third party right of enforcement (including access) to the United States in order to protect and maintain the cleanup remedy, to

protect natural resources, water quality and the environment, and to protect human health and safety. †

The United States, through the Environmental Protection Agency, under its third party right of enforcement will be responsible for oversight of the remedy including enforcement of the prohibited and required activities contained in this easement. Nothing herein limits the State's authority to enforce this Conservation Easement.

PROHIBITED ACTIVITIES:

5. Unless otherwise specifically authorized in writing by the United States, through the Environmental Protection Agency (EPA), the following listed activities are prohibited:

a. Damaging or interfering with groundwater monitoring wells or other structures or systems designed to monitor groundwater contamination.

b. Placing wells and using groundwater for drinking water, dewatering, or other uses, unless approved in writing. This prohibition does not apply to wells used to monitor contamination.

c. Transporting soil off-site, unless approved in writing. This does not prohibit using the Property for commercial or industrial purposes that do not cause a risk of exposure to contaminants or a health and safety risk.

d. Residential or agricultural use or similar uses causing exposure to contaminants, such as daycare or school facilities, or other residency-type use. These limitations exist as long as contamination exceeds levels allowed by State or Federal law for residential use, or unless approved in writing.

REQUIRED ACTIVITIES:

6. Unless otherwise specifically authorized in writing by EPA, the following listed activities are required:

a. Giving notice to EPA within a reasonable time that restricted activities have occurred or are occurring.

b. Notifying local authorities (Fairbanks North Star Borough, Department of Emergency Operations (907)459-1481 or Alaska State Troopers (907) 451-5100) if ordnance-related material is discovered.

c. Including the following language in any Instrument conveying an interest in the Property:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO A CONSERVATION EASEMENT, DATED \_\_\_\_\_, RECORDED IN THE PUBLIC LAND RECORDS ON (date), IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, IN FAVOR OF THE STATE OF ALASKA, AND WITH A THIRD-PARTY RIGHT OF ENFORCEMENT GRANTED TO THE UNITED STATES AND ITS AUTHORIZED REPRESENTATIVES.

d. Granting access during reasonable hours (or if there is an emergency or incident that could damage the cleanup remedy) to authorized representatives of the State and the United States. This



right of entry is granted for the following purposes: monitoring, maintaining and repairing wells and the soil remedy; responding to reports of ordnance and explosive waste; and investigating violations and enforcement of the restrictions listed above.

GENERAL PROVISIONS:

7. This Conservation Easement is for the benefit of the Grantee and conveys to the State, acting through its agencies and authorized representatives, this easement. It also conveys a third party right of enforcement to the United States.

8. This Conservation Easement shall apply to the real property described above and to any grant or other property interest given that covers or describes the Property or any part of the Property. By accepting a grant, lease or any other property interest, each grantee, lessee, or party accepting a property interest (and each of their heirs, successors, transferees or assignees) agrees with Grantors and each other to be bound by the provisions of this Conservation Easement.

9. This Conservation Easement shall run with the land in perpetuity and is binding upon Grantors, and their heirs, successors, and assigns. Following EPA's written notification that the provisions herein are no longer required by EPA to protect human health and the environment, the State may terminate the Conservation Easement by recording a Release of Conservation Easement.

10. Grantors hereby covenant that they are lawfully seized of the Property, in fee simple, have good and lawful right and power to convey the same, and will warrant and defend the Conservation Easement.

11. This Conservation Easement shall be interpreted and governed by the laws of the State of Alaska. Any ambiguities shall be construed to accomplish the purpose for which the Conservation Easement was granted. A determination that any provision or application to any person or circumstance is invalid shall not affect any other provision or application.

12. These provisions shall not be waived due to non-enforcement, violation, or breach of any provision.

13. Prior to granting any approvals under the Conservation Easement, EPA shall consult with the Alaska Department of Environmental Conservation to ensure compliance with applicable state statutes.

14. Required notices shall be in writing and be shall hand carried or sent by first class mail (unless otherwise agreed by the Parties) to the following addresses:

To Grantors:

To Grantee:

Roger McPeak  
Betty McPeak  
P.O. Box 58076  
Fairbanks, AK 99709

Dept. of Natural Resources  
Div. of Mining, Land & Water  
Realty Services Section  
550 W.7<sup>th</sup> Ave., Ste. 1050  
Anchorage, AK 99501-3579

To the United States:  
Director, Office of Environmental Cleanup  
United States Environmental Protection Agency  
Region 10  
1200 Sixth Avenue  
Seattle, WA 98101

In addition, the owners of the Property shall serve a copy of this Instrument either personally or by first class mail (certified with return receipt) to all persons, if any, holding a financial interest in the Property.

IN WITNESS THEREOF Grantors and Grantee have set their hand on this 9 day of October, 2003.

SIGNATURE: Roger McPeak  
Grantor

SIGNATURE: Betty McPeak  
Grantor

GRANTOR'S ACKNOWLEDGMENT: (notary) Veronica L. Garrison

**NOTARY PUBLIC**  
Veronica L. Garrison  
**STATE OF ALASKA**  
My Commission Expires: 7/14/06

ACCEPTANCE

Pursuant to AS 38.05.035(a)(12), the State of Alaska hereby accepts this CONSERVATION EASEMENT conveying to the State of Alaska, its successors in administrative function and assigns, the interest in the Property described herein.

STATE OF ALASKA  
Department of Natural Resources

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Director, Division of  
Mining, Land & Water.

AFTER RECORDING RETURN TO:

State of Alaska  
Department of Law  
Natural Resources Section  
100 Cushman St., Ste. 400  
Fairbanks, AK 99701.

CONSERVATION EASEMENT

Fairbanks Recording District

This Conservation Easement is made this \_\_\_\_\_ day of October, 2003 by Roger McPeak, P.O. Box 58076, Fairbanks, Alaska 99711 ("Grantor"), and the State of Alaska, Department of Natural Resources, Division of Mining, Land and Water, Realty Services Section, 550 West 7<sup>th</sup> Ave., Ste.1050, Anchorage AK 99501-3579 ("State" or "Grantee"), to convey an interest in the property described below. This Conservation Easement is authorized under the Uniform Conservation Easement Act, Alaska Statute 34.17.010 - 34.17.060, and under common law.

RECITALS:

1. Grantor is the owner in fee simple of the tract or parcel of land (hereinafter "the Property") situated within:

That part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-One (21), Township One (1) South, Range One (1) East, Fairbanks Meridian, more fully described in the Warranty Deed dated January 15, 1979, from Carl Pederson, Grantor, to Roger G. McPeak, Grantee, recorded January 19, 1979 in Book 135, Page 919, Fairbanks Recording District (Tax Lot 2131).

2. Past use of the Property caused groundwater and soil contamination from hazardous substances, including lead and polychlorinated biphenyls (PCBs). The Property is listed on the United States Environmental Protection Agency's (EPA's) National Priorities List as the Arctic Surplus Superfund Site. EPA has issued a 1995 Record of Decision (ROD) and 2003 Explanation of Significant Differences (ESD) for environmental cleanup of the Property.

3. Cleanup activities were conducted to prevent exposure to and migration of contaminants in the soil and groundwater. The cleanup was based on industrial and commercial land use only. Because of remaining levels of lead and PCB contamination and a low risk that ordnance and explosive waste remain on the Property, residential use is not allowed. Institutional controls are required in order to provide long-term maintenance, sampling and repair of the remedy, to restrict land use that could damage the remedy or cause human exposure to contaminants, and to inform future owners of the cleanup remedy and restrictions.

4. The purpose of this easement is to place institutional controls on the Property through a Conservation Easement under the Uniform Conservation Easement Act and common law, to grant the easement to the State and a third party right of enforcement (including access) to the United States in order to protect and maintain the cleanup remedy, to protect natural resources, water quality and the environment, and to protect human health and safety.

The United States, through the Environmental Protection Agency, under its third party right of enforcement will be responsible for oversight of the remedy including enforcement of the prohibited and required activities contained in this easement. Nothing herein limits the State's authority to enforce this Conservation Easement.

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- b. Placing wells and using groundwater for drinking water, dewatering, or other uses, unless approved in writing. This prohibition does not apply to wells used to monitor contamination.
- c. Transporting soil off-site, unless approved in writing. This does not prohibit using the Property for commercial or industrial purposes that do not cause a risk of exposure to contaminants or a health and safety risk.
- d. Residential or agricultural use or similar uses causing exposure to contaminants, such as daycare or school facilities, or other residency-type use. These limitations exist as long as contamination exceeds levels allowed by State or Federal law for residential use, or unless approved in writing.

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- c. Including the following language in any Instrument conveying an interest in the Property:

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- d. Granting access during reasonable hours (or if there is an emergency or incident that could damage the cleanup remedy) to authorized representatives of the State and the United States. This right of entry is granted for the following purposes: monitoring, maintaining and repairing wells and the soil remedy; responding to

reports of ordnance and explosive waste; and investigating violations and enforcement of the restrictions listed above.

GENERAL PROVISIONS:

7. This Conservation Easement is for the benefit of the Grantee and conveys to the State, acting through its agencies and authorized representatives, this easement. It also conveys a third party right of enforcement to the United States.

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9. This Conservation Easement shall run with the land in perpetuity and is binding upon Grantor, and his heirs, successors, and assigns. Following EPA's written notification that the provisions herein are no longer required by EPA to protect human health and the environment, the State may terminate the Conservation Easement by recording a Release of Conservation Easement.

10. Grantor hereby covenants that he is lawfully seized of the Property, in fee simple, has good and lawful right and power to convey the same, and will warrant and defend the Conservation Easement.

11. This Conservation Easement shall be interpreted and governed by the laws of the State of Alaska. Any ambiguities shall be construed to accomplish the purpose for which the Conservation Easement was granted. A determination that any provision or application to any person or circumstance is invalid shall not affect any other provision or application.

12. These provisions shall not be waived due to non-enforcement, violation, or breach of any provision.

13. Prior to granting any approvals under the Conservation Easement, EPA shall consult with the Alaska Department of Environmental Conservation to ensure compliance with applicable state statutes.

14. Required notices shall be in writing and be shall hand carried or sent by first class mail (unless otherwise agreed by the Parties) to the following addresses:

To Grantors:  
Roger McPeak  
P.O. Box 58076  
Fairbanks, AK 99709

To Grantee:  
Dept. of Natural Resources  
Div. of Mining, Land & Water  
Realty Services Section  
550 W.7<sup>th</sup> Ave., Ste. 1050  
Anchorage, AK 99501-3579

To the United States:

Director, Office of Environmental Cleanup  
United States Environmental Protection Agency  
Region 10  
1200 Sixth Avenue  
Seattle, WA 98101

In addition, the owner of the Property shall serve a copy of this Instrument either personally or by first class mail (certified with return receipt) to all persons, if any, holding a financial interest in the Property.

IN WITNESS THEREOF Grantor and Grantee have set their hand on this 9 day of October, 2003.

SIGNATURE: Roger McPeak  
Grantor

GRANTOR'S ACKNOWLEDGMENT: (notary) Veronica L. Garrison

NOTARY PUBLIC  
Veronica L. Garrison  
STATE OF ALASKA  
My Commission Expires: 7/4/06

ACCEPTANCE

Pursuant to AS 38.05.035(a)(12), the State of Alaska hereby accepts this CONSERVATION EASEMENT conveying to the State of Alaska, its successors in administrative function and assigns, the interest in the Property described herein.

STATE OF ALASKA  
Department of Natural Resources

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Director, Division of  
Mining, Land & Water.

AFTER RECORDING RETURN TO:

State of Alaska  
Department of Law  
Natural Resources Section  
100 Cushman St., Ste. 400  
Fairbanks, AK 99701.





CONSERVATION EASEMENT

Fairbanks Recording District

This Conservation Easement is made this \_\_\_\_\_ day of October, 2003 by Roger McPeak, P.O. Box 58076, Fairbanks, Alaska 99711 ("Grantor"), and the State of Alaska, Department of Natural Resources, Division of Mining, Land and Water, Realty Services Section, 550 West 7<sup>th</sup> Ave., Ste.1050, Anchorage AK 99501-3579 ("State" or "Grantee"), to convey an interest in the property described below. This Conservation Easement is authorized under the Uniform Conservation Easement Act, Alaska Statute 34.17.010 - 34.17.060, and under common law.

RECITALS:

1. Grantor is the owner in fee simple of the tract or parcel of land (hereinafter "the Property") situated within:

That part of the East One Half (E 1/2) of the Southwest Quarter (SW 1/4) of Section Twenty-One (21), Township One (1) South, Range One (1) East, Fairbanks Meridian, more fully described in the Warranty Deed dated January 14, 1977, from Clotilda Hilbish, Shirley Ann Legarza, and Ronald Gene Hilbish, Grantors, to Roger McPeak, Grantee, recorded February 2, 1977, in Book 62, Page 859, Fairbanks Recording District (Tax Lot 2111).

2. Past use of the Property caused groundwater and soil contamination from hazardous substances, including lead and polychlorinated biphenyls (PCBs). The Property is listed on the United States Environmental Protection Agency's (EPA's) National Priorities List as the Arctic Surplus Superfund Site. EPA has issued a 1995 Record of Decision (ROD) and 2003 Explanation of Significant Differences (ESD) for environmental cleanup of the Property.

3. Cleanup activities were conducted to prevent exposure to and migration of contaminants in the soil and groundwater. The cleanup was based on industrial and commercial land use only. Because of remaining levels of lead and PCB contamination and a low risk that ordnance and explosive waste remain on the Property, residential use is not allowed. Institutional controls are required in order to provide long-term maintenance, sampling and repair of the remedy, to restrict land use that could damage the remedy or cause human exposure to contaminants, and to inform future owners of the cleanup remedy and restrictions.

4. The purpose of this easement is to place institutional controls on the Property through a Conservation Easement under the Uniform Conservation Easement Act and common law, to grant the easement to the State and a third party right of enforcement (including access) to the United States in order to protect and maintain the cleanup remedy, to protect natural resources, water quality and the environment, and to protect human health and safety.

The United States, through the Environmental Protection Agency, under its third party right of enforcement will be responsible for oversight of the remedy including enforcement of the prohibited and required

activities contained in this easement. Nothing herein limits the State's authority to enforce this Conservation Easement.

PROHIBITED ACTIVITIES:

5. Unless otherwise specifically authorized in writing by the United States, through the Environmental Protection Agency (EPA), the following listed activities are prohibited:

- a. Damaging or interfering with groundwater monitoring wells or other structures or systems designed to monitor groundwater contamination.
- b. Placing wells and using groundwater for drinking water, dewatering, or other uses, unless approved in writing. This prohibition does not apply to wells used to monitor contamination.
- c. Transporting soil off-site, unless approved in writing. This does not prohibit using the Property for commercial or industrial purposes that do not cause a risk of exposure to contaminants or a health and safety risk.
- d. Residential or agricultural use or similar uses causing exposure to contaminants, such as daycare or school facilities, or other residency-type use. These limitations exist as long as contamination exceeds levels allowed by State or Federal law for residential use, or unless approved in writing.

REQUIRED ACTIVITIES:

6. Unless otherwise specifically authorized in writing by EPA, the following listed activities are required:

- a. Giving notice to EPA within a reasonable time that restricted activities have occurred or are occurring.
- b. Notifying local authorities (Fairbanks North Star Borough, Department of Emergency Operations (907)459-1481 or Alaska State Troopers (907) 451-5100) if ordnance-related material is discovered.
- c. Including the following language in any Instrument conveying an interest in the Property:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO A CONSERVATION EASEMENT, DATED \_\_\_\_\_, RECORDED IN THE PUBLIC LAND RECORDS ON (date), IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, IN FAVOR OF THE STATE OF ALASKA, AND WITH A THIRD-PARTY RIGHT OF ENFORCEMENT GRANTED TO THE UNITED STATES AND ITS AUTHORIZED REPRESENTATIVES.

- d. Granting access during reasonable hours (or if there is an emergency or incident that could damage the cleanup remedy) to authorized representatives of the State and the United States. This right of entry is granted for the following purposes: monitoring, maintaining and repairing wells and the soil remedy; responding to reports of ordnance and explosive waste; and investigating violations and enforcement of the restrictions listed above.

GENERAL PROVISIONS:

7. This Conservation Easement is for the benefit of the Grantee and conveys to the State, acting through its agencies and authorized representatives, this easement. It also conveys a third party right of enforcement to the United States.

8. This Conservation Easement shall apply to the real property described above and to any grant or other property interest given that covers or describes the Property or any part of the Property. By accepting a grant, lease or any other property interest, each grantee, lessee, or party accepting a property interest (and each of their heirs, successors, transferees or assignees) agrees with Grantors and each other to be bound by the provisions of this Conservation Easement.

9. This Conservation Easement shall run with the land in perpetuity and is binding upon Grantor, and his heirs, successors, and assigns. Following EPA's written notification that the provisions herein are no longer required by EPA to protect human health and the environment, the State may terminate the Conservation Easement by recording a Release of Conservation Easement.

10. Grantor hereby covenants that he is lawfully seized of the Property, in fee simple, has good and lawful right and power to convey the same, and will warrant and defend the Conservation Easement.

11. This Conservation Easement shall be interpreted and governed by the laws of the State of Alaska. Any ambiguities shall be construed to accomplish the purpose for which the Conservation Easement was granted. A determination that any provision or application to any person or circumstance is invalid shall not affect any other provision or application.

12. These provisions shall not be waived due to non-enforcement, violation, or breach of any provision.

13. Prior to granting any approvals under the Conservation Easement, EPA shall consult with the Alaska Department of Environmental Conservation to ensure compliance with applicable state statutes.

14. Required notices shall be in writing and be shall hand carried or sent by first class mail (unless otherwise agreed by the Parties) to the following addresses:

To Grantors:  
Roger McPeak  
P.O. Box 58076  
Fairbanks, AK 99709

To Grantee:  
Dept. of Natural Resources  
Div. of Mining, Land & Water  
Realty Services Section  
550 W.7<sup>th</sup> Ave., Ste. 1050  
Anchorage, AK 99501-3579

To the United States:  
Director, Office of Environmental Cleanup  
United States Environmental Protection Agency  
Region 10

1200 Sixth Avenue  
Seattle, WA 98101

In addition, the owner of the Property shall serve a copy of this Instrument either personally or by first class mail (certified with return receipt) to all persons, if any, holding a financial interest in the Property.

IN WITNESS THEREOF Grantor and Grantee have set their hand on this 9<sup>th</sup> day of October, 2003.

SIGNATURE: Roger McBeal  
Grantor

GRANTOR'S ACKNOWLEDGMENT: (notary) Veronica L. Garrison

NOTARY PUBLIC  
Veronica L. Garrison  
STATE OF ALASKA  
My Commission Expires: 7/4/08

ACCEPTANCE

Pursuant to AS 38.05.035(a)(12), the State of Alaska hereby accepts this CONSERVATION EASEMENT conveying to the State of Alaska, its successors in administrative function and assigns, the interest in the Property described herein.

STATE OF ALASKA  
Department of Natural Resources

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Director, Division of  
Mining, Land & Water.

AFTER RECORDING RETURN TO:

State of Alaska  
Department of Law  
Natural Resources Section  
100 Cushman St., Ste. 400  
Fairbanks, AK 99701.



CONSERVATION EASEMENT

Fairbanks Recording District

This Conservation Easement is made this 9 day of October, 2003 by Carl Pederson, P.O. Box 1229, Fairbanks, Alaska, ("Grantor") and the State of Alaska, Department of Natural Resources, Division of Mining, Land and Water, Realty Services Section, 550 West 7<sup>th</sup> Ave., Ste.1050, Anchorage AK 99501-3579) ("State" or "Grantee"), to convey an interest in the property described below. This Conservation Easement is authorized under the Uniform Conservation Easement Act, Alaska Statute 34.17.010 - 34.17.060, and under common law.

RECITALS:

1. Grantor is the owner in fee simple of the tract or parcel of land ("Property") situated within the Northwest 1/4 of the Southwest 1/4 of Section Twenty-one, Township One South, Range One East, Fairbanks Meridian (Parcel I) and within the Northeast Quarter of the Southwest Quarter of Section Twenty-One, Township One South, Range One East, Fairbanks Meridian (Western 100 Feet Strip), as described in the Deed in Lieu of Foreclosure, Book 501, Page 478, recorded on October 16, 1986, Fairbanks Recording District.
2. Past use of the Property caused groundwater and soil contamination from hazardous substances, including lead and polychlorinated biphenyls (PCBs). There is an old military landfill on the property. The Property is listed on the United States Environmental Protection Agency's (EPA's) National Priorities List as the Arctic Surplus Superfund Site. EPA has issued a 1995 Record of Decision (ROD) and 2003 Explanation of Significant Differences (ESD) for environmental cleanup of the Property.
3. Cleanup activities were conducted to prevent exposure to and migration of contaminants in the soil and groundwater. The cleanup was based on industrial and commercial land use only. A cover system was placed over the landfill. Because of remaining levels of lead and PCB contamination and a low risk that ordnance and explosive waste remain on the Property, residential use is not allowed. Institutional controls are required in order to provide long-term maintenance, sampling and repair of the remedy, to restrict land use that could damage the remedy or cause human exposure to contaminants, and to inform future owners of the cleanup remedy and restrictions.
4. The purpose of this easement is to place institutional controls on the Property through a Conservation Easement under the Uniform Conservation Easement Act and common law, to grant the easement to the State and a third party right of enforcement (including access) to the United States in order to protect and maintain the cleanup remedy, to protect natural resources, water quality and the environment, and to protect human health and safety.

The United States, through the Environmental Protection Agency, under its third party right of enforcement will be responsible for oversight of the remedy including enforcement of the prohibited and required activities contained in this easement. Nothing herein limits the State's authority to enforce this Conservation Easement.

PROHIBITED ACTIVITIES:

5. Unless otherwise specifically authorized in writing by the United States, through the Environmental Protection Agency (EPA), the following listed activities are prohibited:
- a. Damaging or interfering with the cleanup remedy over the landfill area, including digging, drilling, or use that might penetrate, damage or interfere with the landfill cover system, the fence, or drainage systems, and any activity exceeding the operating limitations described in the attached operation and maintenance requirements for the landfill cover system.
  - b. Damaging or interfering with groundwater monitoring wells or other structures or systems designed to monitor groundwater contamination.
  - c. Placing wells and using groundwater for drinking water, dewatering, or other uses, unless approved in writing. This prohibition does not apply to wells used to monitor contamination.
  - d. Digging or moving soil that creates additional exposure to contaminants or an environmental or health and safety risk, and transporting soil off-site, unless approved in writing. This does not prohibit using the Property for commercial or industrial purposes consistent with the attached operation and maintenance requirements for the landfill cover system.
  - e. Residential or agricultural use or similar uses causing exposure to contaminants, such as daycare or school facilities, or other residency-type use. Except for deep-rooted plants, plantings for erosion control and non-consumable plantings outside the restricted landfill area are allowed. These limitations exist as long as contamination exceeds levels allowed by State or Federal law for residential use, or unless approved in writing.
  - f. Attached signs will be posted on 4 sides on soil containment cell fence.

WARNING  
DO NOT DISTURB OR DIG IN FENCED AREA  
TREATED HAZARDOUS WASTE SOIL  
PRESENT BELOW ASPHALT  
For Information Contact State of Alaska  
Department Of Environmental Conservation  
(907) 451-2360  
or  
United States Environmental Protection Agency  
1-800-424-4272

Sign dimensions 24"x24"  
Capital Letters 2"  
All other letters and numbers 1"  
White background with Red letters



REQUIRED ACTIVITIES:

6. Unless otherwise specifically authorized in writing by EPA, the following listed activities are required:

- a. Giving notice to EPA within a reasonable time that restricted activities have occurred or are occurring.
- b. Notifying local authorities (Fairbanks North Star Borough, Department of Emergency Operations (907)459-1481 or Alaska State Troopers (907) 451-5100) if ordnance-related material is discovered.
- c. Including the following language in any Instrument conveying an interest in the Property:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO A CONSERVATION EASEMENT, DATED \_\_\_\_\_, RECORDED IN THE PUBLIC LAND RECORDS ON \_\_\_\_\_, IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, IN FAVOR OF THE STATE OF ALASKA, AND WITH A THIRD-PARTY RIGHT OF ENFORCEMENT GRANTED TO THE UNITED STATES AND ITS AUTHORIZED REPRESENTATIVES.

- d. Granting access during reasonable hours (or if there is an emergency or incident that could damage the cleanup remedy) to authorized representatives of the State and the United States. This right of entry is granted for the following purposes: maintaining the landfill cover system remedy; monitoring, maintaining and repairing wells and the soil remedy; responding to reports of ordnance and explosive waste; and investigating violations and enforcement of the restrictions listed above.

GENERAL PROVISIONS:

7. This Conservation Easement is for the benefit of the Grantee and conveys to the State, acting through its agencies and authorized representatives, this easement. It also conveys a third party right of enforcement to the United States.

8. This Conservation Easement shall apply to the real property described above and to any grant or other property interest given that covers or describes the Property or any part of the Property. By accepting a grant, lease or any other property interest, each grantee, lessee, or party accepting a property interest (and each of their heirs, successors, transferees or assignees) agrees with Grantor and each other to be bound by the provisions of this Conservation Easement.

9. This Conservation Easement shall run with the land in perpetuity and is binding upon Grantor, and his heirs, successors, and assigns. Following EPA's written notification that the provisions herein are no longer required by EPA to protect human health and the environment, the State may terminate the Conservation Easement by recording a Release of Conservation Easement.

10. Grantor hereby covenants that he is lawfully seized of the Property, in fee simple, has good and lawful right and power to convey the same, and will warrant and defend the Conservation Easement.

11. This Conservation Easement shall be interpreted and governed by the laws of the State of Alaska. Any ambiguities shall be construed to accomplish the purpose for which the Conservation Easement was granted. A determination that any provision or application to any person or circumstance is invalid shall not affect any other provision or application.

12. These provisions shall not be waived due to non-enforcement, violation, or breach of any provision.

13. Prior to granting any approvals under the Conservation Easement, EPA shall consult with the Alaska Department of Environmental Conservation to ensure compliance with applicable state statues.

14. Required notices shall be in writing and be shall hand carried or sent by first class mail (unless otherwise agreed by the Parties) to the following addresses:

To Grantor:  
Carl Pederson  
P.O. Box 1229  
Fairbanks, AK 99709

To Grantee:  
Dept. of Natural Resources  
Div. of Mining, Land & Water  
Realty Services Section  
550 W.7<sup>th</sup> Ave., Ste. 1050  
Anchorage, AK 99501-3579

To the United States:  
Director, Office of Environmental Cleanup  
United States Environmental Protection Agency  
Region 10  
1200 Sixth Avenue  
Seattle, WA 98101

In addition, the owner of the Property shall serve a copy of this Instrument either personally or by first class mail (certified with return receipt) to all persons, if any, holding a financial interest in the Property.

IN WITNESS THEREOF Grantor and Grantee have set their hand on this 9 day of October, 2003.

SIGNATURE: Carl M Pederson  
Grantor

The foregoing instrument was acknowledged before me by GRANTOR'S ACKNOWLEDGMENT: (notary) Carl M. Pederson.

STATE OF ALASKA  
NOTARY PUBLIC  
CRYSTAL HAMAN  
COMMISSION EXPIRES 6/29/07

ACCEPTANCE

Crystal K. Haman

Pursuant to AS 38.05.035(a)(12), the State of Alaska hereby accepts this CONSERVATION EASEMENT conveying to the State of Alaska,

its successors in administrative function and assigns, the interest in the Property described herein.

STATE OF ALASKA  
Department of Natural Resources

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Director, Division of  
Mining, Land & Water.

AFTER RECORDING RETURN TO:

State of Alaska  
Department of Law  
Natural Resources Section  
100 Cushman St., Ste. 400  
Fairbanks, AK 99701.

BOOK 501

PAGE 0479

PARCEL 1: A portion of the Northwest 1/4 of the Southwest 1/4 of Section Twenty-One (21), Township One (1) South, Range One (1) East, Fairbanks Meridian, described as follows:

BEGINNING at the Northeast corner of said Northwest One Quarter (NW 1/4) of Southwest One Quarter (SW 1/4); Thence South 0°00" East along the East line of said 1/16 Section to an intersection of this line with the North limit of the Alaska Railroad right-of-way; Thence North 70°09" West along said railroad to its intersection with the Badger Road right-of-way; Thence in a Northerly direction along the Badger Road right-of-way to its intersection with a line from the point of beginning, on a bearing of North 89°58" West; Thence along said line, to the point of beginning.

EXCEPT any portion lying within the 200 foot wide railroad right-of-way.

Situated in the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

TU  
2101

WESTERN 100 FEET STRIP:

A parcel of land within the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-One (21), Township One (1) South, Range One (1) East, Fairbanks Meridian and being a portion of that parcel described in Deed Book 535 Page 410 recorded on January 19, 1979 in the Fairbanks Recording District, more particularly described as follows:

Beginning at the Northwest Corner of said Northeast Quarter (NE 1/4); Thence in a southerly direction along the west side line of said Northeast Quarter (NE 1/4) approximately 937 feet to the Northeast boundary of the Right-of-way of the Alaska Railroad;

Thence in a southeasterly direction along the Northeast boundary of said Right-of-way to a point 100 feet east of said West side line of said Northeast Quarter (NE 1/4) approximately 918.0 feet to a point on the northline of said Northeast Quarter (NE 1/4);

Thence West along the aforementioned northline 100 feet to the point of beginning.

85-23612

13-4102

OCT 21 11 02 AM '85

REQUESTED BY

ADDRESS, WY7015

Richard Cole 502  
1255 Airport Way  
Fairbanks, AK 99701



**Attachment 3: HISTORICAL ANALYTICAL RESULTS FOR COCs**

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**Attachment 3**  
**Historical Groundwater Analytical Results**  
**Arctic Surplus Salvage Yard**

Page 1 of 6

Analyte	MW-5624						Cleanup Standards (ug/L)
	Jul-08	Sep-09	Jul-10	Jun-11	Jun-12	Jul-13	
<b>Volatile Organic Compounds (VOCs) by Method 8260B (ug/L)</b>							
1,1-Dichloroethane	-	0.10 B	0.11 J	0.079 F	0.065 F	1 U	7300 <sup>a</sup>
1,1-Dichloroethene	1 U	1 U	1 U	1 U	1 U	1 U	7 <sup>a</sup>
1,2-Dichlorobenzene	-	0.94 J	0.56 J	0.38 F	0.49 F	0.312 F	600 <sup>a</sup>
1,3-Dichlorobenzene	-	17 B	14	14	13	7.38	3300 <sup>a</sup>
1,4-Dichlorobenzene	-	1.6 B	1.2	0.50 U	1.2	0.927 F	75 <sup>a</sup>
1,2,3-Trichlorobenzene	-	0.28 B	0.13 B	1 U	1 U	1 U	NA
1,2,4-Trichlorobenzene	13.4	14 B	8.9	6.2	4.9	2.23	70 <sup>a</sup>
Benzene	-	0.24 B	0.21 J	0.4 U	0.4 U	1 U	5 <sup>a</sup>
Chlorobenzene	-	0.10 J	0.5 U	0.5 U	0.5 U	1 U	100 <sup>a</sup>
cis-1,2-Dichloroethene	0.980 J	1.1	0.72 J	0.55 F	0.58 F	0.318 F	70 <sup>a</sup>
Tetrachloroethene	1 U	1.0 U	1 U	1 U	1 U	1 U	5 <sup>a</sup>
Toluene	-	0.40 B	0.36 B	1 U	1 U	1 U	1000 <sup>a</sup>
trans-1,2-Dichloroethene	0.620 J	0.52 J	0.43 J	0.34 F	0.27 F	1 U	100 <sup>a</sup>
Trichloroethene	1 U	0.12 J	1 U	1 U	1 U	1 U	5 <sup>a</sup>
Vinyl Chloride	1 U	1.0 U	1 U	1 U	1 U	1 U	2 <sup>a</sup>
<b>Pesticides by Method 8081A (ug/L)</b>							(ug/L)
4,4'-DDD	0.033 U	-	-	-	-	-	3.5 <sup>a</sup>
4,4'-DDE	0.033 U	-	-	-	-	-	2.5 <sup>a</sup>
4,4'-DDT	0.033 U	-	-	-	-	-	2.5 <sup>a</sup>
<b>Polychlorinated Biphenyls (PCBs) by Method 8082 (ug/L)</b>							(ug/L)
Aroclor-1016	0.111 U	0.01 U	-	0.48 U	0.48 U	0.408 U	0.5 <sup>a</sup>
Aroclor-1221	0.111 U	0.02 U	-	0.48 U	0.48 U	0.408 U	0.5 <sup>a</sup>
Aroclor-1232	0.111 U	0.01 U	-	0.48 U	0.48 U	0.408 U	0.5 <sup>a</sup>
Aroclor-1242	0.111 U	0.01 U	-	0.48 U	0.48 U	0.408 U	0.5 <sup>a</sup>
Aroclor-1248	0.111 U	0.01 U	-	0.48 U	0.48 U	0.408 U	0.5 <sup>a</sup>
Aroclor-1254	0.111 U	0.01 U	-	0.48 U	0.48 U	0.408 U	0.5 <sup>a</sup>
Aroclor-1260	0.111 U	0.008 J	-	0.48 U	0.48 U	0.408 U	0.5 <sup>a</sup>
<b>Metals by Method 6020 (mg/L)</b>							(mg/L)
Antimony	0.001 U	-	0.000122	-	-	0.0005 U	0.006 <sup>a</sup> / 0.025 <sup>c</sup>
Arsenic	0.00321 J	-	0.0028	-	-	0.00146	0.01 <sup>a</sup> / 0.036 <sup>d</sup>
Lead	0.001 U	0.0001 B	0.00003	0.002 U	0.0002 U	0.00025 U	0.015 <sup>b</sup>
Manganese	0.815	-	0.828	-	-	0.45	2.9 <sup>c</sup>

**Attachment 3**  
**Historical Groundwater Analytical Results**  
**Arctic Surplus Salvage Yard**

Page 2 of 6

Analyte	MW-5625-R						Cleanup Standards (ug/L)
	Jul-08	Sep-09	Jul-10	Jun-11	Jun-12	Jul-13	
<b>Volatile Organic Compounds (VOCs) by Method 8260B (ug/L)</b>							
1,1-Dichloroethane	-	1 U	0.80 J	1 U	0.057 F	1 U	7300 <sup>a</sup>
1,1-Dichloroethene	1 U	1 U	1 U	1 U	1 U	1 U	7 <sup>a</sup>
1,2-Dichlorobenzene	-	0.16 J	1 U	1 U	1 U	1 U	600 <sup>a</sup>
1,2,3-Trichlorobenzene	-	0.18 B	1 U	1 U	1 U	1 U	NA
1,2,4-Trichlorobenzene	1 U	0.79 B	1 U	1 U	1 U	1 U	70 <sup>a</sup>
1,3-Dichlorobenzene	-	0.32 B	1 U	1 U	1 U	1 U	3300 <sup>a</sup>
Benzene	-	0.4 U	0.80 J	0.4 U	0.4 U	1 U	5 <sup>a</sup>
cis-1,2-Dichloroethene	1 U	0.26 J	0.19 J	0.18 F	0.15 F	1 U	70 <sup>a</sup>
Dichlorodifluoromethane	-	0.79 J	0.38 J	0.33 F	1 U	1 U	NA
Tetrachloroethene	1 U	1 U	1 U	1 U	1 U	1 U	5 <sup>a</sup>
Toluene	-	1 U	0.47 B	1 U	1 U	1 U	1000 <sup>a</sup>
trans-1,2-Dichloroethene	1 U	0.14 J	0.10 J	0.097 F	0.058 F	1 U	100 <sup>a</sup>
Trichloroethene	0.570 J	0.57 J	0.37 J	0.32 F	0.29 F	1 U	5 <sup>a</sup>
Vinyl Chloride	1 U	1 U	1 U	1 U	1 U	1 U	2 <sup>a</sup>
<b>Pesticides by Method 8081A (ug/L)</b>							(ug/L)
4,4'-DDD	0.032 U	-	-	-	-	-	3.5 <sup>a</sup>
4,4'-DDE	0.032 U	-	-	-	-	-	2.5 <sup>a</sup>
4,4'-DDT	0.032 U	-	-	-	-	-	2.5 <sup>a</sup>
<b>Polychlorinated Biphenyls (PCBs) by Method 8082 (ug/L)</b>							(ug/L)
Aroclor-1016	0.108 U	0.005 U	-	0.48 U	0.52 U	0.408 U	0.5 <sup>a</sup>
Aroclor-1221	0.108 U	0.01 U	-	0.48 U	0.52 U	0.408 U	0.5 <sup>a</sup>
Aroclor-1232	0.108 U	0.005 U	-	0.48 U	0.52 U	0.408 U	0.5 <sup>a</sup>
Aroclor-1242	0.108 U	0.005 U	-	0.48 U	0.52 U	0.408 U	0.5 <sup>a</sup>
Aroclor-1248	0.108 U	0.005 U	-	0.48 U	0.52 U	0.408 U	0.5 <sup>a</sup>
Aroclor-1254	0.108 U	0.005 U	-	0.48 U	0.52 U	0.408 U	0.5 <sup>a</sup>
Aroclor-1260	0.108 U	0.015	-	0.48 U	0.52 U	0.408 U	0.5 <sup>a</sup>
<b>Metals by Method 6020 (mg/L)</b>							(mg/L)
Antimony	0.001 U	-	0.000043 B	-	-	0.0005 U	0.006 <sup>a</sup> / 0.025 <sup>c</sup>
Arsenic	0.0185	-	0.017	-	-	0.0208	0.01 <sup>a</sup> / 0.036 <sup>d</sup>
Lead	0.001 U	0.00014	0.000015 B	0.002 U	0.0002 U	0.0004 F	0.015 <sup>b</sup>
Manganese	1.28	-	1.67	-	-	1.86	2.9 <sup>c</sup>

**Attachment 3**  
**Historical Groundwater Analytical Results**  
**Arctic Surplus Salvage Yard**

Page 3 of 6

Analyte	MW-5808						Cleanup Standards (ug/L)
	Jul-08	Sep-09	Jul-10	Jun-11	Jun-12	Jul-13	
<b>Volatile Organic Compounds (VOCs) by Method 8260B (ug/L)</b>							
1,1-Dichloroethane	-	0.16 B	0.15 J	0.12 F	0.11 F	1 U	7300 <sup>a</sup>
1,1-Dichloroethene	1 U	1 U	1 U	1 U	1 U	1 U	7 <sup>a</sup>
1,2-Dichlorobenzene	-	0.35 J	0.29 J	0.29 J	0.32 F	1 U	600 <sup>a</sup>
1,2-Dichloroethane	-	0.23 B	0.16 J	0.5 U	0.5 U	1 U	5 <sup>a</sup>
1,3-Dichlorobenzene	-	0.19 B	0.17 J	1 U	0.24 F	1 U	3300 <sup>a</sup>
1,4-Dichlorobenzene	-	0.16 B	0.5 U	0.5 U	0.5 U	1 U	75 <sup>a</sup>
1,2,3-Trichlorobenzene	-	0.090 B	1 U	1 U	1 U	1 U	NA
1,2,4-Trichlorobenzene	0.580 J	0.23 B	0.10 J	1 U	0.26 F	1 U	70 <sup>a</sup>
Benzene	-	0.4 U	0.10 J	0.4 U	0.4 U	1 U	5 <sup>a</sup>
Chlorobenzene	-	0.62	0.46 J	0.43 F	0.57	0.598 F	100 <sup>a</sup>
cis-1,2-Dichloroethene	1 U	0.17 J	0.14 J	0.17 F	0.14 F	1 U	70 <sup>a</sup>
Tetrachloroethene	1 U	1 U	1 U	1 U	1 U	1 U	5 <sup>a</sup>
Toluene	-	1 U	2.5	1 U	1 U	1 U	1000 <sup>a</sup>
trans-1,2-Dichloroethene	1 U	1 U	1 U	1 U	1 U	1 U	100 <sup>a</sup>
Trichloroethene	1 U	1 U	1 U	1 U	1 U	1 U	5 <sup>a</sup>
Vinyl chloride	1 U	1 U	1 U	1 U	1 U	1 U	2 <sup>a</sup>
<b>Pesticides by Method 8081A (ug/L)</b>							<b>(ug/L)</b>
4,4'-DDD	0.032 U	-	-	-	-	-	3.5 <sup>a</sup>
4,4'-DDE	0.032 U	-	-	-	-	-	2.5 <sup>a</sup>
4,4'-DDT	0.032 U	-	-	-	-	-	2.5 <sup>a</sup>
<b>Polychlorinated Biphenyls (PCBs) by Method 8082 (ug/L)</b>							<b>(ug/L)</b>
Aroclor-1016	0.105 U	0.005 U	-	0.47 U	0.48 U	0.40 U	0.5 <sup>a</sup>
Aroclor-1221	0.105 U	0.010 U	-	0.47 U	0.48 U	0.40 U	0.5 <sup>a</sup>
Aroclor-1232	0.105 U	0.005 U	-	0.47 U	0.48 U	0.40 U	0.5 <sup>a</sup>
Aroclor-1242	0.105 U	0.005 U	-	0.47 U	0.48 U	0.40 U	0.5 <sup>a</sup>
Aroclor-1248	0.105 U	0.005 U	-	0.47 U	0.48 U	0.40 U	0.5 <sup>a</sup>
Aroclor-1254	0.105 U	0.005 U	-	0.47 U	0.48 U	0.40 U	0.5 <sup>a</sup>
Aroclor-1260	0.105 U	0.005 U	-	0.47 U	0.48 U	0.40 U	0.5 <sup>a</sup>
<b>Metals by Method 6020 (mg/L)</b>							<b>(mg/L)</b>
Antimony	0.001 U	-	0.000051 B	-	-	0.0005 U	0.006 <sup>a</sup> / 0.025 <sup>c</sup>
Arsenic	0.0138	-	0.0143	-	-	0.0154	0.01 <sup>a</sup> / 0.036 <sup>d</sup>
Lead	0.001 U	0.00005 U	0.000035	0.002 U	0.0002 U	0.00033 F	0.015 <sup>b</sup>
Manganese	1.18	-	1.38	-	-	1.71	2.9 <sup>c</sup>



**Attachment 3**  
**Historical Groundwater Analytical Results**  
**Arctic Surplus Salvage Yard**

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Analyte	MW-UG1						Cleanup Standards (ug/L)
	Jul-08	Sep-09	Jul-10	Jun-11	Jun-12	Jul-13	
<b>Volatile Organic Compounds (VOCs) by Method 8260B (ug/L)</b>							
1,1-Dichloroethane	-	0.16 J	0.21 J	0.12 F	0.15 F	1 U	7300 <sup>a</sup>
1,1-Dichloroethene	1 U	1 U	1 U	1 U	1 U	1 U	7 <sup>a</sup>
1,2,3-Trichlorobenzene	-	0.10 B	1 U	1 U	1 U	1 U	NA
1,2,4-Trichlorobenzene	1 U	0.22 B	1 U	1 U	1 U	1 U	70 <sup>a</sup>
cis-1,2-Dichloroethene	1 U	1 U	0.070 J	1 U	1 U	1 U	70 <sup>a</sup>
Tetrachloroethene	1 U	1 U	1 U	1 U	1 U	1 U	5 <sup>a</sup>
Toluene	-	1 U	0.41 B	1 U	1 U	1 U	1000 <sup>a</sup>
trans-1,2-Dichloroethene	1 U	1 U	1 U	1 U	1 U	1 U	100 <sup>a</sup>
Trichloroethene	1 U	1 U	1 U	1 U	1 U	1 U	5 <sup>a</sup>
Vinyl Chloride	1 U	1 U	1 U	1 U	1 U	1 U	2 <sup>a</sup>
<b>Pesticides by Method 8081A (ug/L)</b>							(ug/L)
4,4'-DDD	0.032 U	-	-	-	-	-	3.5 <sup>a</sup>
4,4'-DDE	0.032 U	-	-	-	-	-	2.5 <sup>a</sup>
4,4'-DDT	0.032 U	-	-	-	-	-	2.5 <sup>a</sup>
<b>Polychlorinated Biphenyls (PCBs) by Method 8082 (ug/L)</b>							(ug/L)
Aroclor-1016	0.105 U	0.005 U	-	0.48 U	0.48 U	0.40 U	0.5 <sup>a</sup>
Aroclor-1221	0.105 U	0.010 U	-	0.48 U	0.48 U	0.40 U	0.5 <sup>a</sup>
Aroclor-1232	0.105 U	0.005 U	-	0.48 U	0.48 U	0.40 U	0.5 <sup>a</sup>
Aroclor-1242	0.105 U	0.005 U	-	0.48 U	0.48 U	0.40 U	0.5 <sup>a</sup>
Aroclor-1248	0.105 U	0.005 U	-	0.48 U	0.48 U	0.40 U	0.5 <sup>a</sup>
Aroclor-1254	0.105 U	0.005 U	-	0.48 U	0.48 U	0.40 U	0.5 <sup>a</sup>
Aroclor-1260	0.105 U	0.0019 J	-	0.48 U	0.48 U	0.40 U	0.5 <sup>a</sup>
<b>Metals by Method 6020 (mg/L)</b>							(mg/L)
Antimony	0.001 U	-	0.000042 B	-	-	0.0005 U	0.006 <sup>a</sup> / 0.025 <sup>c</sup>
Arsenic	0.00383 J	-	0.0051	-	-	0.00899	0.01 <sup>a</sup> / 0.036 <sup>d</sup>
Lead	0.000669 J	0.00024 B	0.000018 B	0.002 U	0.0002 U	0.00025 U	0.015 <sup>b</sup>
Manganese	1.17	-	1.29	-	-	1.54	2.9 <sup>c</sup>

**Attachment 3**  
**Historical Groundwater Analytical Results**  
**Arctic Surplus Salvage Yard**

Analyte	MW-2008A						Cleanup Standards (ug/L)
	Jul-08	Sep-09	Jul-10	Jun-11	Jun-12	Jul-13	
<b>VOCs by Method 8260B (ug/L)</b>							
1,1-Dichloroethane	-	1 U	0.090 J	1 U	1 U	1 U	7300 <sup>a</sup>
1,1-Dichloroethene	1 U	1 U	1 U	1 U	1 U	1 U	7 <sup>a</sup>
1,2,3-Trichlorobenzene	-	0.10 B	1 U	1 U	1 U	1 U	NA
1,2,4-Trichlorobenzene	1 U	1 U	1 U	1 U	1 U	1 U	70 <sup>a</sup>
2,2-Dichloropropane	-	-	-	-	-	0.170 UJ	
cis-1,2-Dichloroethene	1 U	1 U	1 U	1 U	1 U	1 U	70 <sup>a</sup>
Tetrachloroethene	1 U	0.17 B	1 U	1 U	1 U	1 U	5 <sup>a</sup>
Toluene	-	1 U	0.25 B	1 U	1 U	1 U	1000 <sup>a</sup>
trans-1,2-Dichloroethene	1 U	1 U	1 U	1 U	1 U	1 U	100 <sup>a</sup>
Trichloroethene	3.8	4.9	2.5	1.6	2	2.42	5 <sup>a</sup>
Vinyl Chloride	1 U	1 U	1 U	1 U	1 U	1 U	2 <sup>a</sup>
<b>Pesticides by Method 8081A (ug/L)</b>							(ug/L)
4,4'-DDD	0.032 U	-	-	-	-	-	3.5 <sup>a</sup>
4,4'-DDE	0.032 U	-	-	-	-	-	2.5 <sup>a</sup>
4,4'-DDT	0.032 U	-	-	-	-	-	2.5 <sup>a</sup>
<b>PCBs by Method 8082 (ug/L)</b>							(ug/L)
Aroclor-1016	0.1 U	0.005 U	-	0.49 U	0.49 U	0.40 U	0.5 <sup>a</sup>
Aroclor-1221	0.1 U	0.010 U	-	0.49 U	0.49 U	0.40 U	0.5 <sup>a</sup>
Aroclor-1232	0.1 U	0.005 U	-	0.49 U	0.49 U	0.40 U	0.5 <sup>a</sup>
Aroclor-1242	0.1 U	0.005 U	-	0.49 U	0.49 U	0.40 U	0.5 <sup>a</sup>
Aroclor-1248	0.1 U	0.005 U	-	0.49 U	0.49 U	0.40 U	0.5 <sup>a</sup>
Aroclor-1254	0.1 U	0.005 U	-	0.49 U	0.49 U	0.40 U	0.5 <sup>a</sup>
Aroclor-1260	0.1 U	0.0047 J	-	0.49 U	0.49 U	0.40 U	0.5 <sup>a</sup>
<b>Metals by Method 6020 (mg/L)</b>							(mg/L)
Antimony	0.001 U	-	0.000129	-	-	0.0005 U	0.006 <sup>a</sup> / 0.025 <sup>c</sup>
Arsenic	0.00246 J	-	0.0007	-	-	0.00066 F	0.01 <sup>a</sup> / 0.036 <sup>d</sup>
Lead	0.001 U	0.00028 B	0.000021 B	0.002 U	0.0002 U	0.00035 F	0.015 <sup>b</sup>
Manganese	0.659	-	0.341	-	-	0.291 J	2.9 <sup>c</sup>

**Attachment 3**  
**Historical Groundwater Analytical Results**  
**Arctic Surplus Salvage Yard**

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<b>Qualifier</b>	<b>Description</b>
B	The analyte was positively identified; the result is from blank contamination.
J / F	The analyte was positively identified; the quantitation is an estimate.
U	The analyte was analyzed for, but not detected. The associated numerical value is at or below the MDL.
UJ	The analyte was analyzed for, but not detected. The quantitation is an estimate.
R	The data is rejected; data is not usable.
<b>Notes</b>	
a	ADEC groundwater cleanup levels established in 18 AAC 75.345 <a href="http://www.legis.state.ak.us/aacpdf/1875345.pdf">http://www.legis.state.ak.us/aacpdf/1875345.pdf</a>
b	No MCL exists for lead; however, both the EPA and the ADEQ recognize an action level at the tap of 0.015 mg/L.
c	Arctic Surplus ROD
d	Background level - Ft. Wainwright (USACE, 1994)
--	Not sampled
ug/L	microgram per liter
AAC	Alaska Administrative Code
ADEC	Alaska Department of Environmental Conservation
CFR	Code of Federal Regulations
MCL	Maximum Contaminant Level
MDL	method detect limit
mg/L	milligram per liter
NA	not available

**Attachment 4: SITE INSPECTION FORM**

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## Site Inspection Checklist – Arctic Surplus Salvage Yard, Alaska

I. SITE INFORMATION													
Site name: <u>Arctic Surplus Salvage Yard</u>	Date of inspection: <u>17 July 2013</u>												
Location and Region: <u>Fairbanks, AK</u>	EPA ID: <u>AKD980988158</u>												
Agency, office, or company leading the five-year review: <u>DLA</u>	Weather/temperature: <u>Cloudy 60°</u>												
Remedy Includes: (Check all that apply) <table style="width: 100%; border: none;"> <tr> <td><input checked="" type="checkbox"/> Landfill cover/containment</td> <td><input type="checkbox"/> Monitored natural attenuation</td> </tr> <tr> <td><input checked="" type="checkbox"/> Access controls</td> <td><input type="checkbox"/> Groundwater containment</td> </tr> <tr> <td><input checked="" type="checkbox"/> Institutional controls</td> <td><input type="checkbox"/> Vertical barrier walls</td> </tr> <tr> <td><input type="checkbox"/> Groundwater pump and treatment</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Surface water collection and treatment</td> <td></td> </tr> <tr> <td><input checked="" type="checkbox"/> Other <u>GW monitoring</u></td> <td></td> </tr> </table>		<input checked="" type="checkbox"/> Landfill cover/containment	<input type="checkbox"/> Monitored natural attenuation	<input checked="" type="checkbox"/> Access controls	<input type="checkbox"/> Groundwater containment	<input checked="" type="checkbox"/> Institutional controls	<input type="checkbox"/> Vertical barrier walls	<input type="checkbox"/> Groundwater pump and treatment		<input type="checkbox"/> Surface water collection and treatment		<input checked="" type="checkbox"/> Other <u>GW monitoring</u>	
<input checked="" type="checkbox"/> Landfill cover/containment	<input type="checkbox"/> Monitored natural attenuation												
<input checked="" type="checkbox"/> Access controls	<input type="checkbox"/> Groundwater containment												
<input checked="" type="checkbox"/> Institutional controls	<input type="checkbox"/> Vertical barrier walls												
<input type="checkbox"/> Groundwater pump and treatment													
<input type="checkbox"/> Surface water collection and treatment													
<input checked="" type="checkbox"/> Other <u>GW monitoring</u>													
Attachments: <input type="checkbox"/> Inspection team roster attached <input type="checkbox"/> Site map attached													
II. INTERVIEWS (Check all that apply)													
1. O&M site manager <u>Robert Onlerko</u> <u>Geologist - AECOM</u> <u>17 July 13</u> <div style="display: flex; justify-content: space-between; margin-left: 100px;"> <span>Name</span> <span>Title</span> <span>Date</span> </div> Interviewed <input checked="" type="checkbox"/> at site <input type="checkbox"/> at office <input type="checkbox"/> by phone Phone no. _____ Problems, suggestions; <input type="checkbox"/> Report attached <u>No comments or issues.</u>													
2. O&M staff _____ <div style="display: flex; justify-content: space-between; margin-left: 100px;"> <span>Name</span> <span>Title</span> <span>Date</span> </div> Interviewed <input type="checkbox"/> at site <input type="checkbox"/> at office <input type="checkbox"/> by phone Phone no. _____ Problems, suggestions; <input type="checkbox"/> Report attached _____													



III. ON-SITE DOCUMENTS & RECORDS VERIFIED (Check all that apply)				
1.	<b>O&amp;M Documents</b>			
	<input checked="" type="checkbox"/> O&M manual	<input checked="" type="checkbox"/> Readily available	<input checked="" type="checkbox"/> Up to date	<input type="checkbox"/> N/A
	<input type="checkbox"/> As-built drawings	<input type="checkbox"/> Readily available	<input type="checkbox"/> Up to date	<input type="checkbox"/> N/A
	<input type="checkbox"/> Maintenance logs	<input type="checkbox"/> Readily available	<input type="checkbox"/> Up to date	<input type="checkbox"/> N/A
	Remarks <u>will revise document to UFP &amp; APP format</u>			
2.	<b>Site-Specific Health and Safety Plan</b>	<input checked="" type="checkbox"/> Readily available	<input checked="" type="checkbox"/> Up to date	<input type="checkbox"/> N/A
	<input checked="" type="checkbox"/> Contingency plan/emergency response plan	<input type="checkbox"/> Readily available	<input type="checkbox"/> Up to date	<input type="checkbox"/> N/A
	Remarks _____			
3.	<b>O&amp;M and OSHA Training Records</b>	<input checked="" type="checkbox"/> Readily available	<input type="checkbox"/> Up to date	<input type="checkbox"/> N/A
	Remarks _____			
4.	<b>Permits and Service Agreements</b>			
	<input type="checkbox"/> Air discharge permit	<input type="checkbox"/> Readily available	<input type="checkbox"/> Up to date	<input type="checkbox"/> N/A
	<input type="checkbox"/> Effluent discharge	<input type="checkbox"/> Readily available	<input type="checkbox"/> Up to date	<input type="checkbox"/> N/A
	<input type="checkbox"/> Waste disposal, POTW	<input type="checkbox"/> Readily available	<input type="checkbox"/> Up to date	<input type="checkbox"/> N/A
	<input type="checkbox"/> Other permits _____	<input type="checkbox"/> Readily available	<input type="checkbox"/> Up to date	<input type="checkbox"/> N/A
	Remarks <u>NA</u>			
5.	<b>Gas Generation Records</b>	<input type="checkbox"/> Readily available	<input type="checkbox"/> Up to date	<input type="checkbox"/> N/A
	Remarks <u>NA</u>			
6.	<b>Settlement Monument Records</b>	<input type="checkbox"/> Readily available	<input type="checkbox"/> Up to date	<input type="checkbox"/> N/A
	Remarks <u>NA</u>			
7.	<b>Groundwater Monitoring Records</b>	<input checked="" type="checkbox"/> Readily available	<input checked="" type="checkbox"/> Up to date	<input type="checkbox"/> N/A
	Remarks _____			
8.	<b>Leachate Extraction Records</b>	<input type="checkbox"/> Readily available	<input type="checkbox"/> Up to date	<input type="checkbox"/> N/A
	Remarks <u>NA</u>			
9.	<b>Discharge Compliance Records</b>			
	<input type="checkbox"/> Air	<input type="checkbox"/> Readily available	<input type="checkbox"/> Up to date	<input type="checkbox"/> N/A
	<input type="checkbox"/> Water (effluent)	<input type="checkbox"/> Readily available	<input type="checkbox"/> Up to date	<input type="checkbox"/> N/A
	Remarks <u>NA</u>			
10.	<b>Daily Access/Security Logs</b>	<input type="checkbox"/> Readily available	<input type="checkbox"/> Up to date	<input type="checkbox"/> N/A
	Remarks <u>NA</u>			

**IV. O&M COSTS**

1. **O&M Organization**  
 State in-house                       Contractor for State  
 PRP in-house                          Contractor for PRP  
 Federal Facility in-house          Contractor for Federal Facility  
 Other \_\_\_\_\_

2. **O&M Cost Records**  
 Readily available                       Up to date  
 Funding mechanism/agreement in place  
 Original O&M cost estimate \_\_\_\_\_ Breakdown attached

Total annual cost by year for review period if available

From _____	To _____	_____	Breakdown attached
Date	Date	Total cost	
From _____	To _____	_____	Breakdown attached
Date	Date	Total cost	
From _____	To _____	_____	Breakdown attached
Date	Date	Total cost	
From _____	To _____	_____	Breakdown attached
Date	Date	Total cost	
From _____	To _____	_____	Breakdown attached
Date	Date	Total cost	

3. **Unanticipated or Unusually High O&M Costs During Review Period**  
 Describe costs and reasons: O&M costs are not high. Costs will be reduced in the future due to reduced frequency

**V. ACCESS AND INSTITUTIONAL CONTROLS**     Applicable     N/A

**A. Fencing**

1. **Fencing damaged**                       Location shown on site map     Gates secured                       N/A  
 Remarks No damage

**B. Other Access Restrictions**

1. **Signs and other security measures**                       Location shown on site map     N/A  
 Remarks Signs in place



<b>C. Institutional Controls (ICs)</b>			
1.	<b>Implementation and enforcement</b>		
	Site conditions imply ICs not properly implemented	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
	Site conditions imply ICs not being fully enforced	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
	Type of monitoring (e.g., self-reporting, drive by)	<u>Site visits</u>	
	Frequency	<u>Annual</u>	
	Responsible party/agency	<u>DLA</u>	
	Contact	<u>Therese Deardorff</u>	<u>DLA PM</u> <u>17-Jul-2013</u>
		Name	Title Date Phone no.
	Reporting is up-to-date	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A
	Reports are verified by the lead agency	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A
	Specific requirements in deed or decision documents have been met	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A
	Violations have been reported	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A
	Other problems or suggestions:	<u>None</u> Report attached	
		<u>None</u>	
2.	<b>Adequacy</b>	<input checked="" type="checkbox"/> ICs are adequate	<input type="checkbox"/> ICs are inadequate <input type="checkbox"/> N/A
	Remarks		
<b>D. General</b>			
1.	<b>Vandalism/trespassing</b>	<input type="checkbox"/> Location shown on site map	<input type="checkbox"/> No vandalism evident
	Remarks	<u>None</u>	
2.	<b>Land use changes on site</b>	<input type="checkbox"/> N/A	
	Remarks	<u>None</u>	
3.	<b>Land use changes off site</b>	<input type="checkbox"/> N/A	
	Remarks	<u>None</u>	
<b>VI. GENERAL SITE CONDITIONS</b>			
<b>A. Roads</b>	<input type="checkbox"/> Applicable	<input checked="" type="checkbox"/> N/A	
1.	<b>Roads damaged</b>	<input type="checkbox"/> Location shown on site map	<input type="checkbox"/> Roads adequate <input type="checkbox"/> N/A
	Remarks		

<b>B. Other Site Conditions</b>		
Remarks <u>Site in good condition</u>		
<b>VII. LANDFILL COVERS</b> <u>Applicable</u> <u>N/A</u>		
<b>A. Landfill Surface</b>		
1.	<b>Settlement</b> (Low spots) Areal extent _____ Remarks <u>None</u>	Location shown on site map _____ Depth _____ Settlement not evident _____
2.	<b>Cracks</b> Lengths _____ Remarks <u>None</u>	Widths _____ Depths _____ Location shown on site map _____ Cracking not evident _____
3.	<b>Erosion</b> Areal extent _____ Remarks <u>No major erosion</u>	Location shown on site map _____ Depth _____ Erosion not evident _____
4.	<b>Holes</b> Areal extent _____ Remarks <u>None</u>	Location shown on site map _____ Depth _____ Holes not evident _____
5.	<b>Vegetative Cover</b> Trees/Shrubs (indicate size and locations on a diagram) Remarks <u>NA</u>	<u>Grass</u> _____ Cover properly established _____ No signs of stress _____
6.	<b>Alternative Cover (armored rock, concrete, etc.)</b> Remarks <u>NA</u>	<u>N/A</u>
7.	<b>Bulges</b> Areal extent _____ Remarks <u>NA</u>	Location shown on site map _____ Height _____ Bulges not evident _____

8.	<b>Wet Areas/Water Damage</b>	<input checked="" type="checkbox"/> Wet areas/water damage not evident	
	<input type="checkbox"/> Wet areas	<input type="checkbox"/> Location shown on site map	Areal extent _____
	<input type="checkbox"/> Ponding	<input type="checkbox"/> Location shown on site map	Areal extent _____
	<input type="checkbox"/> Seeps	<input type="checkbox"/> Location shown on site map	Areal extent _____
	<input type="checkbox"/> Soft subgrade	<input type="checkbox"/> Location shown on site map	Areal extent _____
	Remarks _____		
9.	<b>Slope Instability</b>	<input type="checkbox"/> Slides	<input type="checkbox"/> Location shown on site map <input checked="" type="checkbox"/> No evidence of slope instability
	Areal extent _____		
	Remarks <u>None</u>		
<b>B. Benches</b>			
	<input type="checkbox"/> Applicable	<input checked="" type="checkbox"/> N/A	
(Horizontally constructed mounds of earth placed across a steep landfill side slope to interrupt the slope in order to slow down the velocity of surface runoff and intercept and convey the runoff to a lined channel.)			
1.	<b>Flows Bypass Bench</b>	<input type="checkbox"/> Location shown on site map	<input type="checkbox"/> N/A or okay
	Remarks _____		
2.	<b>Bench Breached</b>	<input type="checkbox"/> Location shown on site map	<input type="checkbox"/> N/A or okay
	Remarks _____		
3.	<b>Bench Overtopped</b>	<input type="checkbox"/> Location shown on site map	<input type="checkbox"/> N/A or okay
	Remarks _____		
<b>C. Letdown Channels</b>			
	<input checked="" type="checkbox"/> Applicable	<input checked="" type="checkbox"/> N/A	
(Channel lined with erosion control mats, riprap, grout bags, or gabions that descend down the steep side slope of the cover and will allow the runoff water collected by the benches to move off of the landfill cover without creating erosion gullies.)			
1.	<b>Settlement</b>	<input type="checkbox"/> Location shown on site map	<input checked="" type="checkbox"/> No evidence of settlement
	Areal extent _____	Depth _____	
	Remarks <u>None</u>		
2.	<b>Material Degradation</b>	<input type="checkbox"/> Location shown on site map	<input checked="" type="checkbox"/> No evidence of degradation
	Material type _____	Areal extent _____	
	Remarks <u>None</u>		
3.	<b>Erosion</b>	<input type="checkbox"/> Location shown on site map	<input checked="" type="checkbox"/> No evidence of erosion
	Areal extent _____	Depth _____	
	Remarks _____		

4.	<b>Undercutting</b>	Location shown on site map	<input checked="" type="checkbox"/> No evidence of undercutting
	Areal extent _____	Depth _____	
	Remarks _____		
5.	<b>Obstructions</b>	Type _____	<input checked="" type="checkbox"/> No obstructions
	Location shown on site map _____	Areal extent _____	
	Size _____		
	Remarks _____		
6.	<b>Excessive Vegetative Growth</b>	Type _____	
	<input type="checkbox"/> No evidence of excessive growth		
	<input type="checkbox"/> Vegetation in channels does not obstruct flow		
	Location shown on site map _____	Areal extent _____	
	Remarks <u>Vegetation mowed during annual site visit</u>		
<b>D. Cover Penetrations</b> <input type="checkbox"/> Applicable <input checked="" type="checkbox"/> N/A			
1.	<b>Gas Vents</b>	<input type="checkbox"/> Active <input type="checkbox"/> Passive	
	<input type="checkbox"/> Properly secured/locked	<input type="checkbox"/> Functioning	<input type="checkbox"/> Routinely sampled <input type="checkbox"/> Good condition
	<input type="checkbox"/> Evidence of leakage at penetration		<input type="checkbox"/> Needs Maintenance
	<input type="checkbox"/> N/A		
	Remarks _____		
2.	<b>Gas Monitoring Probes</b>		
	<input type="checkbox"/> Properly secured/locked	<input type="checkbox"/> Functioning	<input type="checkbox"/> Routinely sampled <input type="checkbox"/> Good condition
	<input type="checkbox"/> Evidence of leakage at penetration		<input type="checkbox"/> Needs Maintenance <input type="checkbox"/> N/A
	Remarks _____		
3.	<b>Monitoring Wells (within surface area of landfill)</b>		
	<input type="checkbox"/> Properly secured/locked	<input type="checkbox"/> Functioning	<input type="checkbox"/> Routinely sampled <input type="checkbox"/> Good condition
	<input type="checkbox"/> Evidence of leakage at penetration		<input type="checkbox"/> Needs Maintenance <input type="checkbox"/> N/A
	Remarks _____		
4.	<b>Leachate Extraction Wells</b>		
	<input type="checkbox"/> Properly secured/locked	<input type="checkbox"/> Functioning	<input type="checkbox"/> Routinely sampled <input type="checkbox"/> Good condition
	<input type="checkbox"/> Evidence of leakage at penetration		<input type="checkbox"/> Needs Maintenance <input type="checkbox"/> N/A
	Remarks _____		
5.	<b>Settlement Monuments</b>	<input type="checkbox"/> Located	<input type="checkbox"/> Routinely surveyed <input type="checkbox"/> N/A
	Remarks _____		

<b>E. Gas Collection and Treatment</b> <input type="checkbox"/> Applicable <input checked="" type="checkbox"/> N/A		
1.	<b>Gas Treatment Facilities</b> <input type="checkbox"/> Flaring <input type="checkbox"/> Thermal destruction <input type="checkbox"/> Collection for reuse <input type="checkbox"/> Good condition <input type="checkbox"/> Needs Maintenance Remarks _____	
2.	<b>Gas Collection Wells, Manifolds and Piping</b> <input type="checkbox"/> Good condition <input type="checkbox"/> Needs Maintenance Remarks _____	
3.	<b>Gas Monitoring Facilities</b> ( <i>e.g.</i> , gas monitoring of adjacent homes or buildings) <input type="checkbox"/> Good condition <input type="checkbox"/> Needs Maintenance <input type="checkbox"/> N/A Remarks _____	
<b>F. Cover Drainage Layer</b> <input type="checkbox"/> Applicable <input checked="" type="checkbox"/> N/A		
1.	<b>Outlet Pipes Inspected</b> <input type="checkbox"/> Functioning <input type="checkbox"/> N/A Remarks _____	
2.	<b>Outlet Rock Inspected</b> <input type="checkbox"/> Functioning <input type="checkbox"/> N/A Remarks _____	
<b>G. Detention/Sedimentation Ponds</b> <input type="checkbox"/> Applicable <input checked="" type="checkbox"/> N/A		
1.	<b>Siltation</b> Areal extent _____      Depth _____ <input type="checkbox"/> N/A <input type="checkbox"/> Siltation not evident Remarks _____	
2.	<b>Erosion</b> Areal extent _____      Depth _____ <input type="checkbox"/> Erosion not evident Remarks _____	
3.	<b>Outlet Works</b> <input type="checkbox"/> Functioning <input type="checkbox"/> N/A Remarks _____	
4.	<b>Dam</b> <input type="checkbox"/> Functioning <input type="checkbox"/> N/A Remarks _____	

<b>H. Retaining Walls</b> <input type="checkbox"/> Applicable <input checked="" type="checkbox"/> N/A	
1.	<b>Deformations</b> <input type="checkbox"/> Location shown on site map <input type="checkbox"/> Deformation not evident Horizontal displacement _____      Vertical displacement _____ Rotational displacement _____ Remarks _____
2.	<b>Degradation</b> <input type="checkbox"/> Location shown on site map <input type="checkbox"/> Degradation not evident Remarks _____
<b>I. Perimeter Ditches/Off-Site Discharge</b> <input type="checkbox"/> Applicable <input checked="" type="checkbox"/> N/A	
1.	<b>Siltation</b> <input type="checkbox"/> Location shown on site map <input type="checkbox"/> Siltation not evident Areal extent _____      Depth _____ Remarks _____
2.	<b>Vegetative Growth</b> <input type="checkbox"/> Location shown on site map <input type="checkbox"/> N/A <input type="checkbox"/> Vegetation does not impede flow Areal extent _____      Type _____ Remarks _____
3.	<b>Erosion</b> <input type="checkbox"/> Location shown on site map <input type="checkbox"/> Erosion not evident Areal extent _____      Depth _____ Remarks _____
4.	<b>Discharge Structure</b> <input type="checkbox"/> Functioning <input type="checkbox"/> N/A Remarks _____
<b>VIII. VERTICAL BARRIER WALLS</b> <input type="checkbox"/> Applicable <input checked="" type="checkbox"/> N/A	
1.	<b>Settlement</b> <input type="checkbox"/> Location shown on site map <input type="checkbox"/> Settlement not evident Areal extent _____      Depth _____ Remarks _____
2.	<b>Performance Monitoring</b> Type of monitoring _____ <input type="checkbox"/> Performance not monitored Frequency _____      Evidence of breaching _____ Head differential _____ Remarks _____

<b>C. Treatment System</b> <input type="checkbox"/> Applicable <input checked="" type="checkbox"/> N/A		
1.	<b>Treatment Train</b> (Check components that apply) <input type="checkbox"/> Metals removal <input type="checkbox"/> Oil/water separation <input type="checkbox"/> Bioremediation <input type="checkbox"/> Air stripping <input type="checkbox"/> Carbon adsorbers <input type="checkbox"/> Filters _____ <input type="checkbox"/> Additive (e.g., chelation agent, flocculent) _____ <input type="checkbox"/> Others _____ <input type="checkbox"/> Good condition <input type="checkbox"/> Needs Maintenance <input type="checkbox"/> Sampling ports properly marked and functional <input type="checkbox"/> Sampling/maintenance log displayed and up to date <input type="checkbox"/> Equipment properly identified <input type="checkbox"/> Quantity of groundwater treated annually _____ <input type="checkbox"/> Quantity of surface water treated annually _____ Remarks _____	
2.	<b>Electrical Enclosures and Panels</b> (properly rated and functional) <input type="checkbox"/> N/A <input type="checkbox"/> Good condition <input type="checkbox"/> Needs Maintenance Remarks _____	
3.	<b>Tanks, Vaults, Storage Vessels</b> <input type="checkbox"/> N/A <input type="checkbox"/> Good condition <input type="checkbox"/> Proper secondary containment <input type="checkbox"/> Needs Maintenance Remarks _____	
4.	<b>Discharge Structure and Appurtenances</b> <input type="checkbox"/> N/A <input type="checkbox"/> Good condition <input type="checkbox"/> Needs Maintenance Remarks _____	
5.	<b>Treatment Building(s)</b> <input type="checkbox"/> N/A <input type="checkbox"/> Good condition (esp. roof and doorways) <input type="checkbox"/> Needs repair <input type="checkbox"/> Chemicals and equipment properly stored Remarks _____	
6.	<b>Monitoring Wells</b> (pump and treatment remedy) <input type="checkbox"/> Properly secured/locked <input type="checkbox"/> Functioning <input type="checkbox"/> Routinely sampled <input type="checkbox"/> Good condition <input type="checkbox"/> All required wells located <input type="checkbox"/> Needs Maintenance <input type="checkbox"/> N/A Remarks _____	
<b>D. Monitoring Data</b> <i>Groundwater</i>		
1.	<b>Monitoring Data</b> <input checked="" type="checkbox"/> Is routinely submitted on time <input checked="" type="checkbox"/> Is of acceptable quality	
2.	Monitoring data suggests: <input checked="" type="checkbox"/> Groundwater plume is effectively contained <input type="checkbox"/> Contaminant concentrations are declining	

<b>D. Monitored Natural Attenuation</b> <span style="margin-left: 100px;">NA</span>			
1.	<b>Monitoring Wells</b> (natural attenuation remedy)		
	<input type="checkbox"/> Properly secured/locked	<input type="checkbox"/> Functioning	<input type="checkbox"/> Routinely sampled <input type="checkbox"/> Good condition
	<input type="checkbox"/> All required wells located	<input type="checkbox"/> Needs Maintenance	<input type="checkbox"/> N/A
Remarks _____			
<b>X. OTHER REMEDIES</b>			
If there are remedies applied at the site which are not covered above, attach an inspection sheet describing the physical nature and condition of any facility associated with the remedy. An example would be soil vapor extraction.			
<b>XI. OVERALL OBSERVATIONS</b>			
<b>A. Implementation of the Remedy</b>			
Describe issues and observations relating to whether the remedy is effective and functioning as designed. Begin with a brief statement of what the remedy is to accomplish (i.e., to contain contaminant plume, minimize infiltration and gas emission, etc.).			
<p style="text-align: center;">Implemented remedy appear to be protective</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>			
<b>B. Adequacy of O&amp;M</b>			
Describe issues and observations related to the implementation and scope of O&M procedures. In particular, discuss their relationship to the current and long-term protectiveness of the remedy.			
<p style="text-align: center;">O&amp;M activities adequate and Frequency can be reduced</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>			



**C. Early Indicators of Potential Remedy Problems**

Describe issues and observations such as unexpected changes in the cost or scope of O&M or a high frequency of unscheduled repairs, that suggest that the protectiveness of the remedy may be compromised in the future.

None

**D. Opportunities for Optimization**

Describe possible opportunities for optimization in monitoring tasks or the operation of the remedy.

Reduce O&M Frequency

**Attachment 5: ASSY INTERVIEW FORMS**

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### **Five-Year Review at Arctic Surplus Salvage Yard, North Pole, Alaska**

The Defense Logistics Agency (DLA), United States Environmental Protection Agency (US EPA) and Alaska Department of Environmental Conservation (ADEC) are conducting a five-year review of the remedial action implemented at the Arctic Surplus Salvage Yard site in North Pole, Alaska. This review is being conducted in accordance with the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), Title 42 of the United States Code, Part 9621(c), the National Contingency Plan – Title 40 of the Code of Federal Regulations, Part 300.400(f) (4) (ii), and Executive Order 12580 (January 23, 1987). The five-year review team is requesting your input as part of the five-year review process. Please provide answers to the following questions:

1. What is your overall impression of the remedies implemented at Arctic Surplus?

Good.

2. What effects have Arctic Surplus remedial action operations had on the surrounding community?

None known.

3. Are you aware of any community concerns regarding remedies implemented at Arctic Surplus? If so, please give details.

None known.

**Five-Year Review at Arctic Surplus Salvage Yard (continued)**

4. Are you aware of any events, incidents, or activities at the site such as vandalism, trespassing, or emergency responses from local authorities? If so, please give details.

No.

5. Do you feel well informed about the Arctic Surplus remedial action activities and progress?

Yes..

6. Do you have any comments, suggestions, or recommendations regarding Arctic Surplus remedial actions management or operation?

No.

Name: Mr. Cliff Everts

Title: President, Everts Air and  
Tenant on Mr. Carl Pederson's property

Date: \_\_\_\_\_

### **Five-Year Review at Arctic Surplus Salvage Yard, North Pole, Alaska**

The Defense Logistics Agency (DLA), United States Environmental Protection Agency (US EPA) and Alaska Department of Environmental Conservation (ADEC) are conducting a five-year review of the remedial action implemented at the Arctic Surplus Salvage Yard site in North Pole, Alaska. This review is being conducted in accordance with the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), Title 42 of the United States Code, Part 9621(c), the National Contingency Plan – Title 40 of the Code of Federal Regulations, Part 300.400(f) (4) (ii), and Executive Order 12580 (January 23, 1987). The five-year review team is requesting your input as part of the five-year review process. Please provide answers to the following questions:

1. What is your overall impression of the remedies implemented at Arctic Surplus?

They appear to be working fine.

2. What effects have Arctic Surplus remedial action operations had on the surrounding community?

None known.

3. Are you aware of any community concerns regarding remedies implemented at Arctic Surplus? If so, please give details.

None known.

**Five-Year Review at Arctic Surplus Salvage Yard (continued)**

4. Are you aware of any events, incidents, or activities at the site such as vandalism, trespassing, or emergency responses from local authorities? If so, please give details.

None known.

5. Do you feel well informed about the Arctic Surplus remedial action activities and progress?

Yes. Was visited last year by DLA and EPA Project Managers; appreciate the information.

6. Do you have any comments, suggestions, or recommendations regarding Arctic Surplus remedial actions management or operation?

I would appreciate a hard copy and CD copy of the five-year review when finalized. I considered adding a surface building, and will contact DLA Project Manager if I decide to go ahead with that project.

Name: Mr. William Hoople

Title: Property Owner

Date: 15 Jul 2013

## INTERVIEW RECORD

<b>Site Name:</b> Arctic Surplus Salvage Yard (ASSY)	<b>EPA ID No.:</b>	
<b>Subject:</b> Five-Year Review Interview	<b>Time:</b> 1300HST	<b>Date:</b> 23 May 13
<b>Type:</b> ☒ Telephone      Visit      Other	<b>Incoming      Outgoing</b>	
<b>Location of Visit:</b>		

### Contact Made By:

<b>Name:</b> Therese Deardorff	<b>Title:</b> Remedial Project Manager	<b>Organization:</b> Defense Logistics Agency
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### Individual Contacted:

<b>Name:</b> Mr. Carl M. Pederson	<b>Title:</b> Property Owner	<b>Organization:</b> N/A
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<b>Telephone No:</b> 505.899.8090	<b>Street Address:</b>
<b>Fax No:</b>	
<b>E-Mail Address:</b> pedersonc@cableone.net	
<b>City, State, Zip:</b>	

### Summary Of Conversation

I initiated contact with Mr. Pederson on 22 May, and scheduled a time to call him on 23 May 2013.

I provided a little information on my background and site knowledge; Mr. Pederson said he thought things overall were fine: communication was good, cooperation great, and information quickly received whenever he has questions. He said he was disappointed when he found out that the deed restriction would likely be in place for a very long time.

When Mr. Pederson was asked if he was aware of any community concerns about the site, he said there were none. He talked with neighbors about three years ago, and they were more concerned with items remaining on the neighboring property. They were happy he was removing the items from his property at that time. He has not heard anything negative regarding site activities since that time.

I asked Mr. Pederson if he was aware of any incidents or activities at the site such as vandalism, trespassing, etc. Mr. Pederson stated he was not aware of any incidents; he removed anything of interest to help discourage trespassing, but stated he still has a few trailers on the property.

Regarding when inquired as to whether Mr. Pederson felt he was well informed about the site's activities and progress, he was very happy as stated above.

Mr. Pederson had no recommendations for improving communications, etc., because he was satisfied with things as they exist. Mr. Pederson stated the site was still for sale, and he will be trying to expedite a sale this summer. He has received several inquiries for long-term leases that were in line with the institutional controls and allowable use, but, because the property is in a trust, he was unable to enter into any long-term lease.

He would like a copy of the final Five-Year Review, which I stated would be completed by December 2013.

Mr. Pederson will keep my contact information and let me know if he has any questions or concerns at any time in the future.

**Attachment 6: TITLE REVIEW MEMORANDUM**

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# Title Review Memorandum

To: U.S. Environmental Protection Agency  
From: AECOM Technical Services  
Date: October 21, 2013

RE: Arctic Surplus Title Review

## 1.0 Introduction

This Title Review summarizes a Litigation Guarantee prepared for the Arctic Surplus Site, located approximately five miles southeast of Fairbanks, Alaska. The site was formerly owned by the Department of Defense and listed on the Environmental Protection Agency's National Priorities List (NPL)<sup>1</sup>. The following parcels are associated with the site and included in the Title Review:

- Parcel I (Tax Lot 2101<sup>2</sup>)
- Parcel II (Tax Lot 2131)
- Parcel III (Tax Lots 2112 and 2113)
- Parcel IV (Tax Lot 2111)
- Parcel V (Tax Lot 2106)
- Parcel VI (Railroad Right-of-Way)

On October 15, 2013, a Litigation Guarantee was prepared by Yukon Title, Inc., which is underwritten by First American Title<sup>3</sup>. Litigation Guarantees are similar to preliminary title reports and only contain information that currently affects the title, such as property owner, easement, and encumbrance information. The purpose of this Title Review is to ensure that institutional controls, referred to as Conservation Easements in the Litigation Guarantee, are properly recorded and identified during normal title transactions. Institutional controls include administrative and legal controls that minimize the potential for human exposure to remaining contamination and protect ongoing site remedies.

This review summarizes the property records identified in the Litigation Guarantee. It does not offer legal opinions regarding the title, and it does not constitute legal advice.

## 2.0 Title Review

### 2.1 Current Ownership

Currently, this site has three different owners<sup>4</sup>. Parcel I is owned by Carl Martin Pederson, Jr. and Larry W. Bohall, as co-trustees of the C.M. Pederson Family Trust<sup>5</sup>.

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<sup>1</sup> Page 2, Conservation Easement, Recording number 2004-024000-0, recorded on October 22, 2004.

<sup>2</sup> Tax Lots are depicted on Figure 2 of the Second Five Year Review Report.

<sup>3</sup> Page 1, Litigation Guarantee.

<sup>4</sup> As of the Litigation Guarantee date, October 4, 2013, 8:00am.

<sup>5</sup> Recording Number 2007-022517-0, recorded September 24, 2007.

Parcels II, III, IV, and V are owned by H C Properties, LLC <sup>6</sup>. Parcel VI is owned by the Alaska Railroad Corporation<sup>7</sup>.

## 2.2 General and Legal Descriptions

The parcels are located in the Fairbanks Recording District, Fourth Judicial District, State of Alaska. Parcel I is the westernmost parcel located immediately to the east of Badger Road<sup>8</sup>. It is located in the northwest  $\frac{1}{4}$  of the southwest  $\frac{1}{4}$  of Section 21, Township 1 south, Range 1 east, Fairbanks Meridian<sup>9</sup>.

Parcels II and III are located immediately to the east of Parcel I<sup>10</sup>. They are located in the northeast  $\frac{1}{4}$  of the southwest  $\frac{1}{4}$  of Section 21, Township 1 south, Range 1 east, Fairbanks Meridian<sup>11</sup>.

Parcel IV is located to the east of Parcel I and south of Parcel III (Tax Lot 2112)<sup>12</sup>. It is in the east  $\frac{1}{2}$  of the southwest  $\frac{1}{4}$  of Section 21, Township 1 south, Range 1 east, Fairbanks Meridian<sup>13</sup>.

Parcel V is located to the east of Parcel III (Tax lot 2113)<sup>14</sup>. It is in the southwest  $\frac{1}{4}$  of Section 21, Township 1 south, Range 1 east, Fairbanks Meridian<sup>15</sup>.

Parcel VI is a railroad right-of-way extending along the southern edge of the site<sup>16</sup>. It is recorded as Lot 2 of U.S. Survey No. 9072, Alaska, Fairbanks Recording District<sup>17</sup>.

## 2.3 Faulty Legal Description, Parcel I

According to Exception 12 in the Litigation Guarantee, the legal description in the Conservation Easement document for the western 100 feet strip of Parcel 1 is incorrect<sup>18</sup>. This incorrect legal description appears in the Deed in Lieu of Foreclosure, Book 501, Page 478, which was recorded on October 21, 1986<sup>19</sup>. In addition to the incorrect legal description, the Conservation Easement document incorrectly lists the deed date (October 16, 1986) as the recording date (October 21, 1986). These deficiencies may require correction.

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<sup>6</sup> Recording Number 2009-008207-0, recorded May 19, 2009.

<sup>7</sup> Recording Number 2006-025473-0, recorded October 5, 2006.

<sup>8</sup> Plat attached to Yukon Title Litigation Guarantee.

<sup>9</sup> Page 2, Schedule A, Parcel I (Tax Lot 2101), Litigation Guarantee.

<sup>10</sup> Plat attached to Yukon Title Litigation Guarantee.

<sup>11</sup> Pages 3 and 4, Schedule A, Parcel II (Tax Lot 2131) and Parcel III (Tax Lots 2112 and 2113), Litigation Guarantee.

<sup>12</sup> Plat attached to Yukon Title Litigation Guarantee.

<sup>13</sup> Page 4, Schedule A, Parcel IV (Tax Lot 2111), Litigation Guarantee.

<sup>14</sup> Plat attached to Yukon Title Litigation Guarantee.

<sup>15</sup> Page 4, Schedule A, Parcel V (Tax Lot 2106), Litigation Guarantee.

<sup>16</sup> Plat attached to Yukon Title Litigation Guarantee.

<sup>17</sup> Page 4, Schedule A, Parcel VI (Railroad Right-of-Way), Litigation Guarantee.

<sup>18</sup> Page 6, Schedule B, Exception 12, Litigation Guarantee.

<sup>19</sup> Deed in Lieu of Foreclosure, Book 502, Page 478, attached to Litigation Guarantee.

## 2.4 Conservation Easements

According to the Conservation Easement documents in the Litigation Guarantee, Parcels I, II, III, and IV<sup>20</sup> are impacted by soil and groundwater contamination associated with past site operations. Although cleanup activities were completed to prevent human exposure and contaminant migration, lead and PCB contamination remains on these parcels. Conservation Easements<sup>21</sup> place institutional controls on these parcels restricting land use. Prohibited activities include interfering with groundwater monitoring wells or other cleanup remedies; installing wells and using ground water for drinking, dewatering, or other uses; digging or moving soil and transporting soil off-site; and utilizing the parcels for residential, agricultural, or similar uses. Required activities include posting warning signs around the soil containment cell, notifying the Environmental Protection Agency (EPA) if restricted activities have occurred or are occurring, notifying local authorities if explosive ordnance materials are discovered and granting access to the site during reasonable hours for monitoring activities, repairing wells, investigating violations, and responding to emergency incidents and explosive ordnance waste reports. In addition, the Conservation Easements require inclusion of the following language in subsequent property transfer documents:

*“Notice: The Interest conveyed hereby is subject to a conservation easement, dated \_\_\_\_, recorded in the public land records on \_\_\_\_, in Book \_\_\_\_, Page \_\_\_\_, in favor of the state of Alaska, and with a third-party right of enforcement granted to the United States and its authorized representatives.”*<sup>22</sup>

Conservation Easements were not identified on Parcels V and VI in the Litigation Guarantee, although both parcels are associated with the site. If contamination remains on these parcels above unrestricted use levels, Conservation Easements may be necessary. This issue should be further evaluated.

## 2.5 Other Encumbrances

Blanket utility easements encumber Parcels I, II, III, IV, and V. Four utility easements were granted to Golden Valley Electric Association, Inc., to construct, operate, and maintain electric transmission and/or telephone distribution lines. One utility easement was granted to RCA Alaska Communications, Inc. These easements were recorded between 1960 and 1971<sup>23</sup>. The Litigation Guarantee did not identify recorded documents subjecting these utility easements to Conservation Easement requirements.

## 2.6 Land Transactions

Three land transactions were recorded after the Conservation Easements were established in October of 2004. In 2006, a United States Patent was issued by the U.S. Department of

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<sup>20</sup> See Exceptions 13-17 on Page 6 of the Litigation Guarantee.

<sup>21</sup> Page 2, Conservation Easements, Recording numbers 2004-023882-0, 2004-023883-0, 2004-023884-0, 2004-023885-0, and 2004-024000-0.

<sup>22</sup> Page 3, Conservation Easements, Recording numbers 2004-023882-0, 2004-023883-0, 2004-023884-0, 2004-023885-0, and 2004-024000-0.

<sup>23</sup> See Exceptions 6-10 on Page 5 of the Litigation Guarantee

Transportation to the Alaska Railroad Corporation, granting the railroad title to Parcel VI<sup>24</sup>. The Patent lists several restrictions, but does not identify contamination or the associated Conservation Easements located on adjacent parcels.

On September 24, 2007, a Statutory Quitclaim Deed was recorded transferring the Title for Parcel I. The deed does not mention the Conservation Easement encumbering the property, and it does not include the required Conservation Easement notice<sup>25</sup>.

On May 19, 2009, a Statutory Warranty Deed, which transfers land ownership, was recorded for Parcels II, III, and IV. The deed did not include the exact notice listed in the Conservation Easement requirements. However, the deed stated that the parcels are “Subject, to reservations, exceptions, restrictions and easements of record, if any, expressly including those certain Conservation Easements Recorded as Instrument Nos. 2004-023882-0, 2004-023883-0, 2004-023884-0, and 2004-023885-0 on October 21, 2004<sup>26</sup>.”

### **3.0 Summary**

A Litigation Guarantee was prepared for six parcels associated with the Arctic Surplus Site. Four of the six parcels had recorded Conservation Easements that were identified during the preliminary title search process (Litigation Guarantee). However, Parcels V and VI (Railroad Right-of-Way) did not have recorded Conservation Easements. Further research may be necessary to determine if Conservation Easements are necessary for these two parcels.

Two of the three recorded land transactions, associated with Parcels I and VI, did not contain the required Conservation Easement Notice. However, the most recent title transfer for Parcels II, III, and IV identified the Conservation Easements.

Attachment: Litigation Guarantee

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<sup>24</sup> Recording number 2006-025473-0, recorded on October 5, 2006.

<sup>25</sup> Recording number 2007-022517-0, Recorded on September 24, 2007.

<sup>26</sup> Recording number 2009-008207-0, Recorded on May 19, 2009.



714 Gaffney Road • Fairbanks, Alaska 99701  
 Phone: 907-456-3474 • Fax: 907-456-3476

# INVOICE

DATE            INVOICE #  
 10/15/2013    Y81258

**BILL TO:**  
 AECOM  
 Attn: Nicole Ward  
 Via Email

Customer Ref No:

Terms:            Due on receipt

YTC Order No:    Y81258

File Name:        Pederson

DESCRIPTION

AMOUNT

Property Reference:  
 Section 21, Township 1 South, Range 1 East, FM

Limited Liability

250.00

Payments/Credits	\$0.00
Balance Due	\$250.00

Thank You for Choosing Yukon Title

**TOTAL**

\$250.00

## LITIGATION GUARANTEE

LIABILITY: **\$250.00**

Order No. **Y81258-JN**

Fee: : **\$250.00**

LG No. **5015802-1753**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE,

***First American Title Insurance Company***  
a corporation herein called the Company,

GUARANTEES

**AECOM**

herein called the Assured, against loss not exceeding the liability amount stated above which the assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the date state below,

1. The title to the herein described estate of interest was vested the vestee named, subject to the matters shown as Exceptions herein which Exceptions are not necessarily shown in the order of their priority;

Dated: **October 4, 2013 at 8:00 A.M.**

**First American Title Insurance Company**



**Jennifer Nachtrieb**  
Authorized Agent

## SCHEDULE A

Title to said estate or interest at the date hereof is vested in:

**Carl Martin Pederson, Jr. and Larry W. Bohall, as co-trustees of the C.M. Pederson Family Trust, dated September 1, 2007, as Parcel I; H C Properties, LLC, as to Parcel II, III, IV and V; Alaska Railroad Corporation, as to Parcel VI**

The estate or interest in the land hereinafter described or referred to covered by this Guarantee is:

### **A FEE ESTATE**

The land referred to in this Guarantee is situated in the State of Alaska, **Fourth** Judicial District and is described as follows:

#### **PARCEL I: (Tax Lot 2101)**

**A portion of the Northwest ¼ of the Southwest ¼ of Section 21, Township 1 South, Range 1 East, Fairbanks Meridian, described as follows:**

**BEGINNING at the Northeast corner of the Northwest ¼ of the Southwest ¼;  
THENCE South 0°08' East along the East line of said 1/16 Section to an  
intersection of this line with the North limit of Alaska Railroad right-of-way;  
THENCE North 70°49' West along said Railroad to its intersection with the  
BADGER ROAD right-of-way; THENCE in a Northerly direction along the  
BADGER ROAD right-of-way to its intersection with a line for the POINT OF  
BEGINNING on bearing of North 89°56' West; THENCE along said line, to the  
POINT OF BEGINNING on a bearing of North 89°56' West; THENCE along  
said line, to the POINT OF BEGINNING;**

**EXCEPT any portion lying within the 200 foot wide railroad right-of-way;**

**Situated in the Fairbanks Recording District, Fourth Judicial District, State of  
Alaska.**

#### **WESTERN 100 FEET STRIP:**

**A parcel of land within the Northeast ¼ of the Southwest ¼ of Section 21,  
Township 1 South, Range 1 East, Fairbanks Meridian and being a portion of  
that parcel described in Deed Book 135, Page 918 recorded on January 19, 1979  
in the Fairbanks Recording District more particularly described as follows:**

**BEGINNING at the Northwest corner of said Northeast ¼ of the Southwest ¼;  
THENCE in a Southerly direction along the West side line of said Northeast ¼  
approximately 937 feet to the Northeast boundary of the Right-of-way of the  
Alaska Railroad;**

**THENCE in a Southeasterly direction along the Northeast boundary of said Right-of-way to a point 100 feet East of said West side line of said Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ ; THENCE North Parallel to said West side line of said Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  approximately 916.0 feet to a point on the North line of said Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ ;**

**THENCE West along the aforementioned North line 100 feet to the POINT OF BEGINNING.**

**PARCEL II: (Tax Lot 2131)**

**A portion of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 21, Township 1 South, Range 1 East, Fairbanks Meridian, more particularly described as follows:**

**BEGINNING at the Northwest corner of said Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ ; THENCE in a Southerly along the West side line of said Northeast  $\frac{1}{4}$  approximately 937 feet to the Northeast boundary of the right-of-way of the Alaska Railroad; THENCE in a Southeasterly direction along the Northeast boundary of said right-of-way to a point 100 feet East of said West side line of said Northeast  $\frac{1}{4}$ ; THENCE North parallel to said West side line of said Northeast  $\frac{1}{4}$  416 feet to a point 100 feet East of said West side line; THENCE in an Easterly direction at right angles with said West side line 200 feet to a point; THENCE in a northerly direction parallel to said West side line a distance of approximately 500.9 feet to a point on the North Line of said Northeast  $\frac{1}{4}$ ; THENCE in a Westerly direction along said North line of said Northeast  $\frac{1}{4}$  to the Northwest corner of said Northeast  $\frac{1}{4}$  to the POINT OF BEGINNING. Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska;**

**EXCEPTING THEREFROM that portion conveyed to Carl Pederson by Deed In Lieu of Foreclosure recorded October 21, 1986 in Book 501 at Page 478.**

**PARCEL III:**

**That part of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 21, Township 1 South, Range 1 East, Fairbanks Meridian, described as follows:**

**BEGINNING 100 feet Southeast of that point where the West base line intersects with the North line of the Alaska right-of-way; THENCE in an Northerly direction 208 feet from the Alaska Railroad right-of-way to the POINT OF BEGINNING; THENCE in an Easterly direction at a right angle for a distance of 208 feet; THENCE in a Northerly direction at a right angle for a distance of 208 feet; THENCE in a Westerly direction at a right angle for a distance of 208 feet; THENCE Southerly to the POINT OF BEGINNING, a distance of 208 feet.**



**AND (Tax Lot 2113)**

**That part of the Northeast ¼ of the Southwest ¼ of Section 21, Township 1 South, Range 1 East, Fairbanks Meridian, described as follows:**

**BEGINNING at a point on the North line of said Northeast ¼ of the Southeast ¼, 308 feet East of the Northwest corner thereof; THENCE continuing along said North line a distance of 517.00 feet to a point 495 feet West of the Northeast corner of said Northeast ¼ of the Southwest ¼; THENCE South 0°08" East 1141.06 feet, more or less, parallel to the East line of said Southwest ¼ of the North line of the Alaska Railroad right-of-way; THENCE North 70°46' West 547.55 feet along the said North line of the railroad right-of-way to the Southeast corner of the premises conveyed by Deed Records Volume 59 pages 325 to 326; THENCE North 0°08' West 960.6 feet, more or less to the POINT OF BEGINNING.**

**PARCEL IV: (Tax Lot 2111)**

**A portion of the East ½ of the Southwest ¼ of Section 21, Township 1 South, Range 1 East, Fairbanks Meridian, Fairbanks Recording District, Fourth Judicial District, State of Alaska, more particularly described as follows:**

**BEGINNING 100 feet Southeast of the point where the West Base line intersects with the North line of the Alaska Railroad right-of-way on that certain plat known as the SCHOENTRUP HOMESTEAD ENTRY, East ½ of the Southwest ¼, Section 21, Township 1 South, Range 1 East, Fairbanks Meridian, Patent No. 03703, surveyed August 10, 1947, by Irving Reed and filed recorded in the office of the Recorder of the Fairbanks Recording Precinct, Fourth Division, Territory of Alaska, the same being the official map and plat thereof; and THENCE from the POINT OF BEGINNING along the said line of the Alaska Railroad a distance of 208 feet; THENCE in a northerly direction at right angles from the said line of the Alaska Railroad right-of-way for a distance of 208 feet; THENCE in a Westerly direction at a right angle for a distance of 208 feet; THENCE at a right angle to the POINT OF BEGINNING a distance of 208 feet.**

**PARCEL V: (Tax Lot 2106)**

**That portion of the East 495 feet of even width of the Southwest ¼ of Section 21, Township 1 South, Range 1 East, Fairbanks Meridian, lying Northerly of the Northerly right of way line of the Old Richardson Highway; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.**

**PARCEL VI: (Railroad)**<sup>1</sup>

**Lot 2 of U.S. SURVEY NO. 9072, Alaska; Records of the Fairbanks Recording District, Fourth Judicial District, Fourth Judicial District, State of Alaska.**

## SCHEDULE B

### EXCEPTIONS:

#### THE FOLLOWING AFFECT PARCELS I, II, III, IV AND V:

1. **Reservations and exceptions** as contained in the U.S. Patent.
2. **Taxes and/or assessments**, including penalties and interest, if any, owing the Fairbanks North Star Borough and/or the City of Fairbanks.
3. **Right of public and governmental agencies** in and to any portion of said land included within the boundaries of **ALASKA RAILROAD RIGHT-OF-WAY AND BADGER ROAD**.
4. **Right of public and governmental agencies** in and to any portion of said land included within the boundaries of any trails, streets, roads or highways.
5. **Lack of access or right of access to or from a public street, road or highway. (Affects Parcels II-V)**
6. **Right of way easement**, including terms and provisions thereof, granted to **GOLDEN VALLEY ELECTRIC ASSOCIATION, INC.**, and their assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded May 7, 1960 in Book 112 at Page 359. (Blanket Easement)
7. **Right of way easement**, including terms and provisions thereof, granted to **GOLDEN VALLEY ELECTRIC ASSOCIATION, INC.**, and their assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded July 11, 1960 in Book 117 at Page 180. (Blanket Easement as to those Parcels in the East ½ of the Southwest ¼)
8. **Right of way easement**, including terms and provisions thereof, granted to **GOLDEN VALLEY ELECTRIC ASSOCIATION, INC.**, and their assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded March 15, 1961 in Book 126 at Page 53. (Blanket Easement as to those Parcels in the East ½ of the Southwest ¼)
9. **Right of way easement**, including terms and provisions thereof, granted to **GOLDEN VALLEY ELECTRIC ASSOCIATION, INC.**, and their assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded March 24, 1961 in Book 126 at Page 245. (Blanket Easement as to those Parcels in the East ½ of the Southwest ¼)
10. **Easement for communication lines** and appurtenances thereto granted to **RCA ALASKA COMMUNICATIONS, INC.**, recorded January 20, 1971 in Book 253 at Page 177. (Blanket Easement)

11. **Right, title and interest of THE BANK OF CALIFORNIA, N.A. AND CLIFFORD C, BURGLIN, as successor Co-Trustees of the BENTLEY FAMILY TRUST also known as BENTLEY TRUST**, grantee in Deed dated August 27, 1974, executed by **HELEN M. BENTLEY**, grantor, recorded September 6, 1974 in Book 281 at Page 704. Said Grantor was seized of no record of interest on the date of said deed. (Affects Parcel I)
12. **The legal description** describing the Western 100 feet strip contained in the Deed in Lieu of Foreclosure recorded October 21, 1986 in Book 501 at Page 478 is incorrect.
13. **Easement for institutional controls and appurtenances thereto granted to the STATE OF ALASKA, DEPARTMENT OF NATURAL RESOURCES, DIVISION OF MINING LAND & WATER REALTY SERVICES SECTION**, recorded October 21, 2004 as Instrument No. 2004-023882-0. (Affects Tax Lot 2131; contains instructions to include certain language in any conveyance)
14. **Easement for institutional controls and appurtenances thereto granted to STATE OF ALASKA, DEPARTMENT OF NATURAL RESOURCES, DIVISION OF MINING LAND & WATER, REALTY SERVICES SECTION**, recorded October 21, 2004 as Instrument No. 2004-023883-0. (Affects Tax Lots 2112; contains instruction to include certain language in any conveyance)
15. **Easement for institutional controls and appurtenances thereto granted to STATE OF ALASKA, DEPARTMENT OF NATURAL RESOURCES DIVISON OF MINING LAND & WATER REALTY SERVICES SECTION**, recorded October 21, 2004 as Instrument No. 2004-023884-0. (Affects Tax Lot 2113; contains instruction to include certain language in any conveyance)
16. **Easement for institutional controls and appurtenances thereto granted to STATE OF ALASKA, DEPARTMENT OF NATURAL RESOURCES, DIVISION OF MINING LAND & WATER REALTY SERVICES SECTION**, recorded October 21, 2004 as Instrument No. 2004-023885-0. (Affects Tax Lot 2111; contains instruction to include certain language in any conveyance)
17. **Easement for institutional controls and appurtenances thereto granted to STATE OF ALASKA, DEPARTMENT OF NATURAL RESOURCES, DIVISION OF MINING LAND & WATER REALTY SERVICES SECTION**, recorded October 21, 2004 as Instrument No. 2004-024000-0. (Affects Tax Lot 2101; contains instruction to include certain language in any conveyance)
18. **Deed of Trust**, including terms and provisions thereof, to secure an indebtedness:  
Amount: \$ 476,000.00  
Trustor: **HC PROPERTIES, LLC**  
Trustee: **FAIRBANKS TITLE AGENCY**  
Beneficiary: **FIRST NATIONAL BANK ALASKA**  
Dated: April 23, 2008  
Recorded: April 24, 2008  
Instrument No.: 2008-007626-0  
(Affects Parcel V and other property)

19. **Deed of Trust**, including terms and provisions thereof, to secure an indebtedness:  
Amount: \$75,000.00  
Trustor: **HC PROPERTIES, LLC**  
Trustee: **YUKON TITLE COMPANY**  
Beneficiary: **ROGER G. MCPEAK**  
Dated: May 15, 2009  
Recorded: May 19, 2009  
Instrument No.: 2009-008208-0  
(Affects Parcels II, III and IV)
20. **Any bankruptcy proceeding not disclosed** by the acts that would afford notice to said land, pursuant to Title 11, U.S.C. 549 (c) of the Bankruptcy Reform Act of 1978 and amendments thereto.
21. **Occupant(s) or any parties** whose rights, interests or claims are not shown by the public records but which could be ascertained by an inspection of the land described above by making inquiry of persons in possession thereof, including but not limited to, any lien or right to a lien for services, labor or material theretofore or hereafter furnished.

**THE FOLLOWING AFFECTS PARCEL VI:**

22. **Reservations and exceptions** as contained in the U.S. Patent.
23. **Reservation of easement for highway purposes** as disclosed by Public Land Order No. 601, dated August 10, 1949 and amended by Public Land Order No. 757, dated October 10, 1959; Public Land Order No. 1613, dated April 7, 1958; and Department of the Interior Order No. 2665 dated October 16, 1951, Amendment No. 1, thereto dated July 17, 1952 and Amendment No. 2, thereto, dated September 15, 1956, filed in the Federal Register.
24. **Right of public and governmental agencies** in and to any portion of said land included within the boundaries of **RICHARDSON HIGHWAY**.
25. **Right of public and governmental agencies** in and to any portion of said land included within the boundaries of **BADGER ROAD**.
26. **Right of public and governmental agencies** in and to any portion of said land included within the boundaries of any trails, streets, roads or highways.
27. **Any bankruptcy proceeding not disclosed** by the acts that would afford notice to said land, pursuant to Title 11, U.S.C. 549 (c) of the Bankruptcy Reform Act of 1978 and amendments thereto.
28. **Occupant(s) or any parties** whose rights, interests or claims are not shown by the public records but which could be ascertained by an inspection of the land described above by making inquiry of persons in possession thereof, including but not limited to, any lien or right to a lien for services, labor or material theretofore or hereafter furnished.

**NOTE:**

**THIS GUARANTEE IS RESTRICTED TO THE USE OF THE ASSURED HEREIN AND IS NOT TO BE USED AS A BASIS FOR CLOSING ANY TRANSACTION AFFECTING TITLE TO SAID PROPERTY.**

NOTICE:

The attached plat, if any, is furnished as a courtesy only by Yukon Title Company, Inc. and First American Title Insurance Company, and is not part of any title commitment or policy of title insurance.

The plat is furnished solely for the purpose of assisting in locating the premises and does not purport to show all highways, roads or easements affecting the property. No reliance should be placed upon this plat for location or dimensions of the property and no liability is assumed for the correctness thereof.

 <b>First American Title</b>	<b>Litigation Guarantee</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Guarantee</b>	GUARANTEE NUMBER <b>5015802-1753</b>

**File No.:**

**Liability: \$**

**Tax: \$**

**Fee: \$**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE,

**FIRST AMERICAN TITLE INSURANCE COMPANY**  
a California corporation, herein called the Company

**GUARANTEES**

herein called the Assured, against loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the date stated below:

1. The title to the herein described land was vested in the vestee named, subject to the matters shown as exceptions herein, which exceptions are not necessarily shown in the order of their priority.

**Date of Guarantee:**

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

**First American Title Insurance Company**



*Dennis J. Gilmore*

Dennis J. Gilmore  
President

*Timothy Kemp*

Timothy Kemp  
Secretary



FT. WAINWRIGHT

**NOTICE**

THIS SKETCH IS FURNISHED AS A COURTESY ONLY BY FIRST AMERICAN TITLE INSURANCE COMPANY, AND IT IS NOT A PART OF ANY TITLE COMMITMENT OR POLICY OF TITLE INSURANCE

THIS SKETCH IS FURNISHED SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING THE PREMISES AND DOES NOT PURPORT TO SHOW ALL HIGHWAYS, ROADS OR EASEMENTS AFFECTING THE PROPERTY. NO RELIANCE SHOULD BE PLACED UPON THIS SKETCH FOR THE LOCATION OR DIMENSIONS OF THE PROPERTY AND NO LIABILITY IS ASSUMED FOR THE CORRECTNESS THEREOF.

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(H1)

SUB

TRACT A  
TRACT B

CLEAR CREEK  
PUBLIC PARK  
ESTATE

SPRUC

CITY OF FAIRBANKS  
BAGGER ROAD

ROAD

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TREES  
TL-2150

NEW RICHARDSON HIGHWAY

ALASKA

OLD RAILROAD

RICHARDSON

HWY

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TL-2109

TL-2107

TL-2108

TL-2106

TL-2113

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SECTION 21 TOWNSHIP 1 SOUTH - R

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2007-022517-0

Recording Dist: 401 - Fairbanks  
9/24/2007 3:04 PM Pages: 1 of 2



**STATUTORY QUITCLAIM DEED**

THIS INDENTURE, made this 1st day of September, 2007, by and between:

CARL PEDERSON, also known as Carl M. Pederson,  
of P.O. Box 71229, Fairbanks, Alaska 99707, hereinafter  
known as "Grantor",

and

CARL MARTIN PEDERSON, JR., being a son of the Grantor,  
of 2123 Via Esterlina Avenue S.E., Rio Rancho, New Mexico 87114,  
and LARRY W. BOHALL, being a son-in-law of the Grantor,  
of 7370 Channel View Drive, Anacortes, Washington 98221,  
as co-trustees of the C. M. PEDERSON FAMILY TRUST,  
dated September 1, 2007, and whereof the within Grantor is the  
Trustor, hereinafter collectively known as "Grantees".

**WITNESSETH:**

That the Grantor, in consideration of love and affection, and pursuant to the creation of the aforesaid trust, and for administration and distribution thereunder, hereby conveys and quitclaims unto the Grantees, all interest of the Grantor in and to the following described real estate located in the Fairbanks Recording District, State of Alaska, namely:

Parcel I: Tract "A" of the CLEAR CREEK ESTATES SUBDIVISION, according to the plat filed November 17, 1970 as Instrument No. 70-11877, Records of the Fairbanks Recording District.

Parcel II: Tract "B" of the CLEAR CREEK ESTATES SUBDIVISION, according to the plat filed November 17, 1970 as Instrument No. 70-11877, Records of the Fairbanks Recording District.

Parcel III: A portion of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section Twenty-one (21), Township One South, Range One East, Fairbanks Meridian, more particularly described as follows:

2101  
Beginning at the Northeast corner of said Northwest Quarter of the Southwest Quarter; thence South 0°08' East along the East line of said 1/16 Section to an intersection of this line with the North limit of the Alaska Railroad right-of-way; thence North 70°49' West along the North limit of said railroad right-of-way to its intersection with the Badger Road right-of-way; thence in a Northerly direction along said Badger Road right-of-way to its intersection with a line from the point of beginning on a bearing of North 89°56' West; thence along said last mentioned line to the point of beginning.

2101  
Parcel IV: A portion of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section Twenty-one (21), Township One South, Range One East, Fairbanks Meridian, and being a portion of that parcel described in Deed recorded January 19, 1979 in Book 135 at Page 918 of the Fairbanks Recording District, State of Alaska, more particularly described as follows:

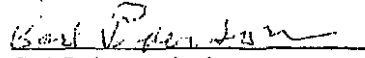


Beginning at the Northwest corner of said Northeast Quarter of the Southwest Quarter; thence in a Southerly direction along the West side line of said Northeast Quarter, approximately 937 feet to the Northeast boundary of the Alaska Railroad right-of-way; thence in a Southeasterly direction along the Northeast boundary of said right-of-way to a point 100 feet East of said West side line of said Northeast Quarter of Southwest Quarter; thence North parallel to said West side line of said Northeast Quarter of the Southwest Quarter, approximately 916.0 feet to a point on the North line of said Northeast Quarter of the Southwest Quarter; thence West along the aforementioned North line 100 feet to the point of beginning.

The aforesaid Parcels "III" and "IV" are collectively also known and shown on the records of the Fairbanks North Star Borough as Tax Lot 2101 in said Township One South, Range One East, Fairbanks Meridian, Alaska.

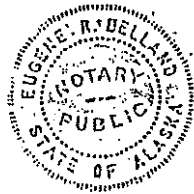
Together with, and expressly including, the right, title and interest of the Grantor in and to all furnishings, vehicles, equipment, tools, materials and supplies located on the aforementioned premises.

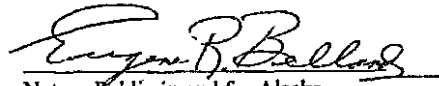
IN WITNESS WHEREOF, the Grantor has hereunto set his hand.

  
Carl Pederson, also known as  
Carl M. Pederson - Grantor

STATE OF ALASKA            )  
FOURTH JUDICIAL DISTRICT    )

The foregoing Statutory Quitclaim Deed was acknowledged before me on this 12<sup>th</sup> day of September, 2007, by CARL PEDERSON, also known as CARL M. PEDERSON.



  
Notary Public in and for Alaska  
My commission expires July 7, 2011.

**Return to:**

Eugene R. Belland  
Attorney-at-Law  
709 Fifth Avenue  
Fairbanks, AK 99701  
(907) 456-5444



2 of 2

2007-022517-0

2106

SE, SW/21 1 S1E  
1, SW/27 2 S3E

BK 01277PG0289

**STATUTORY WARRANTY DEED**

**THE GRANTOR:** JOHN ELLIOTT LOWE III, a single person

**ADDRESS:** PO Box 73942, Fairbanks, AK 99707

for and in consideration of TEN DOLLARS (\$10.00), AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, hereby conveys and warrants to:

**GRANTEE:** H C PROPERTIES LLC,

**ADDRESS:** PO Box 80688, Fairbanks, AK 99708

**PARCEL I:**

100% of the Grantor's One Half interest in that portion of the East 495 feet of even width of the Southwest Quarter (SW1/4) of Section Twenty-One (21), Township One South (T1S), Range One East (R1E), Fairbanks Meridian, lying Northerly of the Northerly right of way line of the Old Richardson Highway; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

(Also referred to as Tax Lot 2106, per the Fairbanks North Star Borough.)

**PARCEL II:**

The Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section Twenty-Seven (27), Township Two South (T2S), Range Three East (R3E), Fairbanks Meridian; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

EXCEPTING THEREFROM the South 15 acres, the North line of which is parallel with the South line of the said Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4)

(Also referred to as Tax Lot 2707, per the Fairbanks North Star Borough.)

**PARCEL III:**

The Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section Twenty-Seven (27), Township Two South (T2S), Range Three East (R3E), Fairbanks Meridian, Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

EXCEPTING THEREFROM that portion conveyed to the Alaska Farmers Cooperative, Inc. lying within the said Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4), which is the East 945.66 feet of the South 70.50 feet, more or less, of the said Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4).

ALSO, EXCEPTING THEREFROM that portion of the Alaska Railroad right-of-way, lying within the said Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4), which is Southwest of the tract centerline.

(Also referred to as Tax Lot 2707, per the Fairbanks North Star Borough.)

**PARCEL IV:**

That portion of Lot One (1) of Section Twenty-Seven (27), Township Two South (T2S), Range Three East (R3E), Fairbanks Meridian, which is bounded on the Southwest by the centerline of the Alaska Railroad track and on the East by the land conveyed to the Alaska Farmers Cooperative, Inc. on October 4, 1982, Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

(Also referred to as Tax Lot 2707, per the Fairbanks North Star Borough.)

E17378 FTA 50189

Statutory Warranty Deed  
Page 2 of 2

PARCEL V:

That portion of the Southeast Quarter (SE1/4), Section Twenty-One (21), Township One South (T1S), Range One East (R1E), Fairbanks Meridian, lying Northerly of the Northerly right-of-way line of the Old Richardson Highway; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

**EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:**

Those portions conveyed by the following deeds:

Warranty Deed recorded June 11, 1951 in Book 46, Page 199; Warranty Deed recorded October 2, 1957 in Book 89, Page 294; Warranty Deed recorded July 25, 1953 in Book 62, Page 65; Deed recorded July 6, 1959 in Book 103, Page 202; Warranty Deed recorded July 16, 1958 in Book 80, Page 304; Warranty Deed recorded March 9, 1962 in Book 138, Page 90; Warranty Deed recorded October 1, 1957 in Book 89, Page 284; Warranty Deed recorded September 11, 1957 in Book 89, Page 134.

(Also referred to as Tax Lot 2133, per the Fairbanks North Star Borough.)

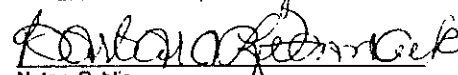
SUBJECT, to accrued real property taxes thereon, if any; and  
SUBJECT, to reservations, restrictions and easements of record.

Dated: 08-14-01

  
JOHN ELLIOTT LOWE III

STATE OF ALASKA )  
Fourth Judicial District ) ss. Acknowledgement

The foregoing instrument was acknowledged this 14 day of Aug, 2001, by  
JOHN ELLIOTT LOWE III.

  
Notary Public  
My commission expires: 13 Sept 03

AFTER RECORDING MAIL TO:  
H C PROPERTIES LLC  
PO Box 80688  
Fairbanks, AK 99708

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FAIRBANKS  
RECORDING DISTRICT  
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2009-008207-0  
Recording Dist: 401 - Fairbanks  
5/19/2009 8:34 AM Pages: 1 of 2



455400 **STATUTORY WARRANTY DEED**

THIS INDENTURE, made and given this 15<sup>th</sup> day of May, 2009, by and between:

ROGER G. McPEAK, individually and as surviving spouse,  
of Betty McPeak who died on July 17, 2005 at or near  
Fairbanks, Alaska, of P.O. Box 58076, Fairbanks, Alaska 99711,  
hereinafter known as "Grantor",

and

HC PROPERTIES, LLC, an Alaska limited liability company,  
of P.O. Box 80688, Fairbanks, Alaska 99708, hereinafter known  
as "Grantee".

**WITNESSETH:**

That the Grantor, in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, in hand paid, hereby conveys and warrants unto the Grantee, the following described real estate located in the Fairbanks Recording District, State of Alaska:

That Portion of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section Twenty-one (21), Township One South, Range One East, Fairbanks Meridian, lying Northerly of the Northerly right-of-way line of the Alaska Railroad Right-of-Way which itself lies adjacent to and on the North side of the Old Richardson Highway; EXCEPTING THEREFROM the East 495 feet of even width as measured along the North line thereof; AND ALSO EXCEPTING THEREFROM the West 100 feet of even width as measured along the North line thereof.

Said property is also by and large known and shown on the assessment rolls of the Fairbanks North Star Borough as Tax Lots 2111, 2112, 2113 and 2131 in said township and range.

RESERVING AND RETAINING unto the Grantor, however, the right to continue to store on said premises until the close of September 30, 2009, any items of equipment and other materials of the Grantor or his corporation known as McPeak Sand & Gravel, Inc. which are presently stored on said premises, and during such interim period to display and sell such items on said premises, and to otherwise dispose of and remove the same from said premises; provided always, that title to and ownership of any of such items of equipment and other such materials remaining on said premises after the close of September 30, 2009 shall automatically revert to the within Grantee by virtue of such fact.

SUBJECT, however, to accrued property taxes thereon for calendar year 2009, all of which are to be borne and paid by the Grantee; and,  
SUBJECT, to reservations, exceptions, restrictions and easements of record, if any, expressly including those certain Conservation Easements recorded as Instrument Nos. 2004-023882-0, 2004-023883-0, 2004-023884-0 and 2004-023885-0 on October 21, 2004; and,  
SUBJECT, to the rights of the public and governmental entities in any portion thereof lying within the boundaries of any trails, streets, roads or highways if such there shall be.

The aforesaid property is not the family home or homestead of the Grantor or his spouse.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand.

Roger G. McPeak - Grantor

STATE OF ALASKA )  
 )  
FOURTH JUDICIAL DISTRICT )

The foregoing Statutory Warranty Deed was acknowledged before me on this  
15<sup>th</sup> day of May, 2009, by ROGER G. McPEAK.



*Eugene R. Belland*  
Notary Public in and for Alaska  
My commission expires July 7, 2011.

**Return to:**

Eugene R. Belland  
Attorney-at-Law  
709 Fifth Avenue  
Fairbanks, AK 99701  
(907) 456-5444



5/3  
23, 21, 22 | 3  
16, 17, 19, 21 | 4  
13 | 10

USS 2159  
1SIW  
1SIW

1-5/9  
NW9  
6-8/10  
Sec 24  
1SIW  
1SIW  
1SIW

1-14 USS 9070  
1-9 USS 9072  
4, 8/12 1SIW  
11/7 1SIE



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Recording Dist: 401 - Fairbanks  
10/5/2006 1:11 PM Pages: 1 of 12

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# The United States of America

*To all to whom these presents shall come, Greeting:*

## Patent

F-84662-1

This Patent is issued by the UNITED STATES, Department of Transportation, Federal Railroad Administration, 400 Seventh Street S.W., Washington D.C. 20590, as GRANTOR, to the Alaska Railroad Corporation, P.O. Box 107500, Anchorage, Alaska, 99510-7500, as GRANTEE, for lands in the Fairbanks Recording District.

### WHEREAS

Alaska Railroad Corporation

Pursuant to Sec. 604(b)(2) and Sec. 604 (b)(3) of the Alaska Railroad Transfer Act of 1982, 45 U.S.C. 1201, *et seq.* (hereinafter referred to as "ARTA"), the Alaska Railroad Corporation is entitled to a patent for real property of the Alaska Railroad, including both the right-of-way of the Alaska Railroad (railroad right-of-way) and other railroad lands (railroad parcels). A portion of the lands are under the Exclusive License issued on January 5, 1985, and recorded in the Fairbanks Recording District, Book 408, Pages 127-143. Title to the remaining lands was vested by Interim Conveyance on January 5, 1985, and recorded in the Fairbanks Recording District, Book 408, Pages 116-125. This patent is hereby issued for the real property described below:

### Railroad Parcels:

Lot 5, Block 3, U. S. Survey No. 2159, Alaska.

Containing 5,628 square feet (.13 acre) as shown on plat of survey accepted May 31, 1935.

Fairbanks Meridian, Alaska

T. 1 S., R. 1 W.,  
Sec. 3, lots 21 and 22;  
Sec. 4, lots 16, 17, 19, and 21.

Containing 133.55 acres as shown on Supplemental Plat of Secs. 3 and 4, T. 1 S., R. 1 W., Fairbanks Meridian, Alaska, accepted July 25, 1928.

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T. 1 S., R. 1 W.,  
Sec. 9, lots 1 through 5, inclusive, and N $\frac{1}{2}$ NW $\frac{1}{4}$ ;  
Sec. 10, lots 6, 7, and 8.

Containing 255.32 acres, as shown on plat of T. 1 S., R. 1 W., Fairbanks Meridian,  
Alaska, approved June 7, 1913.

T. 1 S., R. 1 W.,  
Sec. 3, lot 23;  
Sec. 10, lot 13.

Containing 39.41 acres, as shown on supplemental plat of survey officially filed  
June 30, 1986.

T. 1 S., R. 1 W.,  
Tract 37.

Containing 22.15 acres, as shown on Survey of Tract 37, T. 1 S., R. 1 W., Fairbanks  
Meridian, Alaska, officially filed June 17, 1993.

Aggregating 450.56 acres.

Railroad Right-of-Way as defined by Section 603(11) of ARTA:

Lots 1 through 14 inclusive, and Parcels, A, B, and C, U. S. Survey No. 9070,  
Alaska.

Containing 122.67 acres, as shown on plat of survey officially filed March 10, 1993.

Lots 1 through 9 inclusive, U. S. Survey No. 9072, Alaska.

Containing 120.11 acres, as shown on plat of survey officially filed August 4, 1993.

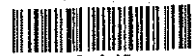
Aggregating 242.78 acres.

Total Aggregating 693.34 acres.

NOW KNOW YE, that the UNITED STATES OF AMERICA, has given and  
granted, and by these presents in conformity with ARTA, does give, grant, and  
convey, unto the Alaska Railroad Corporation, its assigns and successors the real  
property described above to have and to hold forever.

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The right, title, and interest hereby granted and conveyed in and to the real property described above are the full and complete right, title, and interest of the United States in and to said real property, subject to the Reservations and Conditions set out below. Pursuant to Sec. 606(b)(4)(B) of ARTA, the right, title, and interest granted by the United States in the above-described real property that is located within the right-of-way of the Alaska Railroad shall be not less than an exclusive use easement as defined in Sec. 603(6) of ARTA.

Reservations and Conditions:

1. The grant of the above-described real property is subject to the following rights and interests granted by the United States prior to this conveyance:

Any interest in the Richardson Highway transferred to the State of Alaska by the quit claim deed dated June 30, 1959, executed by the Secretary of Commerce under the authority of the Alaska Omnibus Act, Public Law 86-70, 73 Stat. 141, as to Sec. 24, T. 1 S., R. 1 W., Fairbanks Meridian.

2. Subject to the right, title, and interest, if any, that has otherwise vested in the State of Alaska in any submerged lands among the above-described lands which are situated beneath nontidal navigable waters up to the ordinary high water mark or which are permanently or periodically covered by tidal waters up to the line of mean high tide.
3. Pursuant to Sec. 604(c)(1) of ARTA, there is excluded from this conveyance any unexercised right-of-way that may exist under 43 U.S.C. 975(d).
4. Pursuant to Sec. 604(c)(2) of ARTA, the following existing easements for administration are reserved to the United States under the jurisdiction of the Secretary of Defense.

- a. Easements for Current Communication, Utility, and Transportation Uses:

The easements identified in this paragraph 4.a in, upon, over, under, and across the real property hereby conveyed are reserved to the United States, or its assigns for communication, utility, and transportation uses in conformity with the uses to which each such easement was devoted on January 14, 1983, including the continuing right in the United States, or its assigns, to use, operate, locate, replace, reconstruct, maintain, alter, repair, remove, patrol, and access roads, overhead and underground electric and communication cables, wires,

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and equipment, and natural gas or petroleum products pipelines, together with the right to trim, cut, fell, and remove therefrom any and all vegetation, obstructions, structures, or obstacles that are growing or may hereafter grow or be placed upon the real property subject to these easements and that may, in the judgment of the United States or its assigns, substantially impair its authorized use of the easement. The United States, or its assigns, will give at least twenty (20) days notice to the Alaska Railroad Corporation, or its successors or assigns, before undertaking construction, reconstruction, or demolition activity within an easement hereby reserved, except that in case of an emergency the United States may undertake whatever activity is necessary to alleviate the emergency after giving such notice as is reasonable in the circumstance. The easements identified in this paragraph 4.a are more specifically described in the paragraphs below identified as LOCATION DESCRIPTIONS OF CURRENT COMMUNICATIONS, UTILITY, AND TRANSPORTATION USES and displayed on the plat entitled Fort Wainwright P.L. 97-468 Easements, recorded herewith.

LOCATION DESCRIPTIONS OF CURRENT COMMUNICATION, UTILITY, AND TRANSPORTATION USES:

ON FORT WAINWRIGHT:

<u>No.</u>	<u>Milepost</u>	<u>Description</u>
1.	8.27	Badger Road where it crosses the right-of-way in a north-northeasterly direction at approximately Railroad Mileage 8.27 of the Eielson Branch.
2.	6.93	Luzon Avenue where it crosses the right-of-way in a north-south direction at approximately Railroad Mileage 6.93 of the Eielson Branch, this crossing being approximately 300 feet north of where Luzon Avenue intersects with the Richardson Highway.
3.	6.62	South Gate Road where it crosses the right-of-way in a north-south direction at approximately Railroad Mileage 6.62 of the Eielson Branch, this crossing being approximately 175 feet north of where South Gate Road intersects with the Richardson Highway.
4.	5.66	Alder Avenue where it crosses the right-of-way in an east-west direction at approximately Railroad Mileage

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5.66 of the Eielson Branch, the crossing being approximately 500 feet due south of the cooling pond.

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|--------|------|--|
| 5.     | 5.06 | Neely Road where it crosses the right-of-way in an east-west direction at approximately Railroad Mileage 5.06 of the Eielson Branch.   |
| 6.     | 4.94 | An unnamed road which crosses the right-of-way in a northwesterly direction at approximately Railroad Mileage 4.94 of the Eielson Branch, the crossing being approximately 630 feet north of Neely Road.   |
| 7.     | 4.61 | Whidden Road where it crosses the right-of-way in a south-southeasterly direction at approximately Railroad Mileage 4.61 of the Eielson Branch.  |
| 8 & 9. | 4.00 | Gaffney Road beginning where it enters the right-of-way at approximately Railroad Mileage 3.78 of the Eielson Branch and continuing along in the right-of-way on the southeastern side of the main-line tracks at approximately Railroad Mileage 4.41 of the Eielson Branch and continuing on the northwestern side of the main-line track to where it leaves the right-of-way at approximately Railroad Mileage 4.65 of the Eielson Branch. |
| 10.    | 3.9  | Vest Road where it crosses the right-of-way in an east-west direction at approximately Railroad Mileage 3.9 of the Eielson Branch.   |
| 11.    | 3.49 | Trainer Gate Road where it crosses the right-of-way in a west-southwesterly direction to join with Vest Road at approximately Railroad Mileage 3.49 of the Eielson Branch.   |
| 12.    | 3.19 | Trainer Gate Road, River Road, and Fegree Road where they converge and cross the right-of-way in a north-south direction at approximately Railroad Mileage 3.19 of the Eielson Branch.   |
| 13.    | 7.19 | An unnamed road which connects Chippewa Avenue and the Richardson Highway and which crosses the right-of-way in a north-northeasterly direction at   |



approximately Railroad Mileage 7.19 of the Eielson Branch, being approximately 425 feet north-northeast of where the road intersects with the Richardson Highway at survey station 378+96.7.

14. 3.6

Crossing No. 1: An 8 inch JP-4 Transfer Line crossing the 28-foot right-of-way of the main-line of the Eielson Branch Line of the Alaska Railroad, said pipe line crossing the centerline of the right-of-way on a bearing of S. 2°19'28"E., and at a distance of approximately 85 feet southwest of where the main-line intersects the north line of Lot 8, Sec. 12, T. 1 S., R. 1 W., Fairbanks Meridian, and including an area extending out 10 feet on either side of the line.

Crossing No. 2: Two 8-inch Aviation Gasoline Lines crossing the 28-foot right-of-way of the main-line of the Eielson Branch Line of the Alaska Railroad, said pipe lines crossing the centerline of the right-of-way on a bearing of N. 89°01'06"E., and at a distance of approximately 105 feet northeast of where the main-line intersects the south line of Lot 4, Sec. 12, T. 1 S., R. 1 W., Fairbanks Meridian, and including an area extending out 10 feet on either side of the lines.

Crossing No. 3: An 8-way communication line crossing the 28-foot right-of-way of the main-line of the Eielson Branch Line of the Alaska Railroad, said line crossing the centerline of the right-of-way on a bearing of approximately S. 89°30'W., and at a distance of approximately 295 feet northeast of where the main-line intersects the west line of Lot 11, Sec. 7, T. 1 S., R. 1 E., Fairbanks Meridian, and including an area extending out 10 feet on either side of the line.

Crossing No. 4: Three 8-inch fuel lines attached to the south side of the Chena River Bridge and make a right angle turn under the bridge near the west end.

15. 3.77

A road which crosses the right-of-way in an east-west direction at approximately Railroad Mileage 3.77 of the Eielson Branch.

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- |               |      |  |
|---------------|------|--|
| 16.           | 3.73 | A road which crosses the right-of-way in an east-west direction at approximately Railroad Mileage 3.73 of the Eielson Branch.  |
| 17.           | 3.66 | Vest Road where it crosses the right-of-way in a northwesterly direction at approximately Railroad Mileage 3.66 of the Eielson Branch.   |
| 18.           |      | Reserved.  |
| 19.           | 2.88 | Trainer gravel pit access road running southwest from Trainer Road, crossing the right-of-way at a perpendicular at approximately Railroad Mileage 2.88 of the Eielson Branch, thence running to the gravel pit.               |
| 20, 21, & 22. | 3.21 | Trainer Road from Item 11 above, paralleling the right-of-way westerly until it leaves Fort Wainwright; included is the Trainer Road Bridge over the Chena River at approximately Railroad Mileage 3.25 of the Eielson Branch. |

All the foregoing covenants and agreements shall run with the land.

b. Avigation Easements:

The following easement over the real property hereby conveyed and situated within the exterior perimeters of Fort Wainwright is reserved to the United States, or its assigns, for the purpose of unobstructed passage of all aircraft ("aircraft" being defined for the purpose of this instrument as any contrivance now known or hereafter invented, used, or designed for the navigation of or flight in the air) by whomever owned and operated in the airspace above said real property at the following heights:

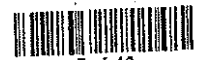
Within Fort Wainwright:

From the surface of the railroad bed as it exists to an infinite height on all that portion of the main line right-of-way lying approximately between Eielson Branch Railroad Mileage 3.9 and Railroad Mileage 4.6, that being an area within extensions from the active aircraft runways, as more specifically displayed on the plat entitled Fort Wainwright P.L. 97-468 Easements, recorded herewith.

There is further reserved to the United States, or its assigns the right to cause in all airspace above the real property subject to the above-described avigation easement

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such noise, vibrations, fumes, dust, fuel particles, and all other ordinary effects that may be caused by the operation of aircraft landing, and taking off, or operating at or on Fort Wainwright; provided, however, that the phrase "operation of aircraft" and the word "operating", as used in this instrument do not include aircraft crashes or landing of aircraft on the above-described real property. The Alaska Railroad Corporation hereby waives, remises, and releases all rights or causes of action which it or its successors or assigns, may hereafter acquire against the United States due to such noise, vibrations, fumes, dust, fuel particles, or any other ordinary effects that may be caused by the operation of aircraft landing at, taking off from, or operating at or on Fort Wainwright, except that no waiver is made or given hereby of any action or liability accruing in favor of the State of Alaska or the Alaska Railroad Corporation under any applicable Federal or State law or regulation concerning air or water quality. The avigation easement hereby reserved includes as an incident thereof the continuing right in the United States to prevent the erection or growth upon the above described real property of any building, structure, tree, or other object extending into the prohibited airspace established by this paragraph 4.b, and to remove from said airspace, or at the sole option of the United States as an alternative to require the marking and lighting as obstructions to air navigation, any such building, structure, tree, or other object which may in the future be upon the real property subject to this easement and intrude into the prohibited airspace established by this paragraph 4.b, together with the right of ingress from and passage over the above-described real property to accomplish the purposes stated in this sentence.

The Alaska Railroad Corporation hereby covenants, for itself and its successors and assigns, that for and during the life of the avigation easement hereby reserved, it will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon the real property, any building, structure, tree, or other object extending into the prohibited airspace established by this paragraph 4.b., and that it shall not hereafter use or permit or suffer the use of said property in such manner as to create electrical interference with radio communication between any installation upon Fort Wainwright, and aircraft, or as to make it difficult for fliers to distinguish between landing lights and other lights, or as to impair visibility in the vicinity of said bases or as otherwise to endanger the landing, taking off, or maneuvering of aircraft within the prohibited airspace established by this paragraph 4.b.

This avigation easement does not prevent the Alaska Railroad Corporation, its successors or assigns, from transporting aboard rail cars objects, with reasonable prior notice, which extend into the prohibited airspace established by the enumerated paragraphs above, provided that such objects remain in transit and are not stored upon the right-of-way or on any of the real property subject to these easements. All the foregoing covenants and agreements shall run with the land.

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c. Safety Zone Easements Surrounding Runways:

The following easement in and over the real property hereby conveyed, and situated within the exterior boundaries of Fort Wainwright, is reserved to the United States, or its assigns, to maintain a safety zone surrounding the active runways: All that portion of the main line right-of-way lying approximately between Eielson Branch Railroad Mileage 3.80 and Railroad Mileage 4.70, as more specifically displayed on the plat entitled Fort Wainwright P.L. 97-468 Easements, recorded herewith.

The easement reserved by this paragraph 4.c includes the continuing right in the United States, or its assigns, to prohibit human habitation on (but not transportation of persons or freight over and through) the real property subject to this safety zone easement, and the right of ingress to, egress from, and passage over the said real property to accomplish the above purposes. The Alaska Railroad Corporation hereby covenants and agrees, for itself and its successors and assigns, that, for and during the life of this easement, it will not erect, permit the erection of, or permit or suffer to remain upon the said real property within the herein described safety zone any habitation or dwelling of any kind. All the foregoing covenants and agreements shall run with the land.

d. Fire, Rescue, and Security Easement:

An easement in and over all the real property hereby conveyed, and situated within the exterior perimeters of Fort Wainwright, is reserved to the United States, or its assigns, permitting the United States, (1) to enter upon said real property at any time without notice for purposes of fire suppression or protection of government property or in response to aircraft emergencies or crashes, or for training for such purposes; (2) to maintain the continued security of the military installation adjacent to said real property by entry of security personnel of the United States and their equipment upon said real property, without notice and as may be necessary, subject to the requirement that such entry or use shall not interfere with railroad operations; and (3) to enter upon the said real property to cut or trim any vegetation deemed by the United States to interfere with installation security or with the continuing ability to use fire suppression equipment as aforesaid. All the foregoing covenants and agreements shall run with the land.

e. Restrictive Security Easement:

An easement in and over all the real property hereby conveyed, and situated within the exterior perimeters of Fort Wainwright, is reserved to the United States, or its assigns, by which, unless the Alaska Railroad Corporation, or its successors or assigns, takes certain actions as hereinafter stated, the United States, in order to prevent compromise of United States military security and assure adequate protection

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of defense resources within the military reservation in the interests of national defense, may prevent access to or presence on said properties by any person, other than passengers on a train, employees, agents, or contractors of the Alaska Railroad Corporation, or its successors, or assigns, or Federal, State, or Municipal government employees. The Alaska Railroad Corporation hereby covenants and agrees, for itself and its successors and assigns, that for and during the life of this easement, it and they will take no action to permit access to or presence upon the above-described real property by any person except those who are passengers on a train, employees, agents, or contractors of the Alaska Railroad Corporation, or its successors or assigns, or employees of the Federal, State, or Municipal Governments, unless it has first taken such precautions as are acceptable to the United States which are reasonable and generally utilized in similar circumstances, to include erection of suitable barriers and adoption of control procedures, to ensure such access does not jeopardize the security of the military installation. All the foregoing covenants and agreements shall run with the land.

f. Termination of Easements:

The easements, covenants, and agreements specified in paragraphs 4.d and 4.e above shall terminate if and when, and to the extent the military reservation within which they are situated, is revoked, vacated, or no longer used for military or defense purposes.

Such easements and the use of such easements shall not interfere with operations or support functions of the State-owned railroad, as defined in Sec. 603(14) of ARTA, 45 U.S.C. 1202(14).

Definitions

1. "Real property", as used herein, means land and all of the appurtenances, hereditaments, improvements, facilities, trackwork, roadbed, buildings, franchises, ways, waters, minerals, rights, privileges, fixtures, licenses, leaseholds, reversions, easements, rights under operating, trackage and joint facilities agreements, rents, issues, profits and other interests and items belonging to or in any way appertaining to the above-described land.
2. All of the terms used in this instrument that are defined in Sec. 603(6) of ARTA have the same meaning herein as provided in said section including but not limited to the following terms:
  - a. "exclusive-use easement", as used herein, means as provided by Sec. 603(6) of ARTA an easement which affords to the easement holder the following:

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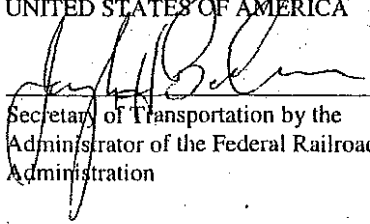
1. the exclusive right to use, possess, and enjoy the surface estate of the land subject to this easement for transportation, communication, and transmission purposes and for support functions associated with such purposes;
2. the right to use so much of the subsurface estate of the lands subject to this easement as is necessary for the transportation, communication, and transmission purposes and associated support functions for which the surface of such lands is used;
3. subjacent and lateral support of the lands subject to the easement; and
4. the right (in the easement holder's discretion) to fence all or part of the lands subject to this easement and to affix track, fixtures, and structures to such lands and to exclude other persons from all or part of such lands.

b. "right-of-way", as used herein, means as provided in Sec. 603(11) of ARTA:

1. an area extending not less than one hundred feet on both sides of the center line of any main line or branch line of the Alaska Railroad; or
2. an area extending on both sides of the center line of any main line or branch line of the Alaska Railroad appropriated or retained by or for the Alaska Railroad that, as a result of military jurisdiction over, or non-federal ownership of, lands abutting the main line or branch line, is of a width less than that described in subparagraph (1) of this paragraph.

IN WITNESS WHEREOF, the undersigned authorized officer of the Department of Transportation has in the name of the United States, set his/her hand and caused the seal of the Department to be hereunto affixed on this 25<sup>th</sup> day of September, 2006.

UNITED STATES OF AMERICA

  
Secretary of Transportation by the  
Administrator of the Federal Railroad  
Administration

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Accepted:

ALASKA RAILROAD CORPORATION

By: PK Gault

Title: Pres/CEO

Dated: 9/28/06

Location Index for Recording Information:

Lot 5, Block 3, USS 2159 located in  
Sec. 10, T. 1 S., R. 1 W., FM. USS 9070  
located in Secs. 2, 3, 4, 5, 6, 10, to 13,  
17, 20 to 26, 29, and 30, T. 1 S., R. 1 W.,  
FM. USS 9072 located in Secs. 19, 20,  
21, 27, 34, and 35, T. 1 S., R. 1 E., and  
Secs. 1 and 2, T. 2 S., R. 1 E.; FM.

Return Recorded Document to:

**Alaska Railroad Corporation**  
**Mr. James Blasingame**  
**Vice President, Corporate Affairs**  
**P.O. Box 107500**  
**Anchorage, Alaska 99510-7500**

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Recording Dist: 401 - Fairbanks  
4/24/2008 8:35 AM Pages: 1 of 15



RECORDATION

REQUESTED BY:  
First National Bank  
Alaska  
Golden Valley  
Branch  
1300 Washington  
Drive  
PO Box 82487  
Fairbanks, AK  
99708-2487

ccc

WHEN RECORDED MAIL

TO:  
First National Bank  
Alaska  
Golden Valley  
Branch  
1300 Washington  
Drive  
PO Box 82487  
Fairbanks, AK  
99708-2487

E30985 FTA 72264

FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated April 23, 2008, among HC PROPERTIES, LLC, whose address is PO BOX 80688, FAIRBANKS, AK 99708 ("Grantor"); First National Bank Alaska, whose address is Golden Valley Branch, 1300 Washington Drive, PO Box 82487, Fairbanks, AK 99708-2487 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Fairbanks Title Agency, whose address is 714 Third Avenue, Fairbanks, AK 99701 (referred to below as "Trustee").

**CONVEYANCE AND GRANT.** For valuable consideration, Grantor conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in the Fairbanks Recording District, Fourth Judicial District, the State of Alaska:

See SEE ATTACHED EXHIBIT 'A', which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 1296 OLD RICHARDSON HWY, NORTH POLE, AK 99705. The Real Property tax identification number is 03208049, 0320277, 0443042, 0320510.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by

**DEED OF TRUST  
(Continued)**

Loan No: 2618069317

Page 12

**Note.** The word "Note" means the promissory note dated April 23, 2008, in the original principal amount of \$476,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Deed of Trust is May 1, 2018.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all issues and profits thereon and proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "Trustee" means Fairbanks Title Agency, whose address is 714 Third Avenue, Fairbanks, AK 99701 and any substitute or successor trustees.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.**

**GRANTOR:**

**HC PROPERTIES, LLC**

By: 

**WILLIAM HOOPLE, Member of HC PROPERTIES, LLC**

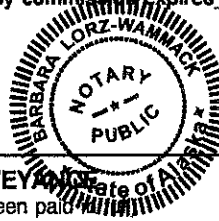


LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alaska )  
 ) SS  
Fourth )  
JUDICIAL DISTRICT )

On this 23th day of April, 2008, before me, the undersigned Notary Public, personally appeared **WILLIAM HOOPLE, Member of HC PROPERTIES, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By *William Hoople* Residing at Fairbanks  
Notary Public in and for the State of Alaska My commission expires 03Sept11

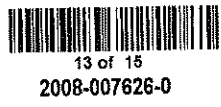


REQUEST FOR FULL RECONVEYANCE  
(To be used only when obligations have been paid)

To: \_\_\_\_\_, Trustee

The undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: \_\_\_\_\_ Beneficiary: \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_



**EXHIBIT "A"**

**PARCEL I:**

**Government Lots Three (3) and Four (4); AND the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4); AND the East Half (E1/2) of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4); AND the East Half (E1/2) of the West Half (W1/2) of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) all being in Section Five (5), Township Two South (T2S), Range Two East (R2E), Fairbanks Meridian, located in the Fairbanks Recording District, Fourth Judicial District, State of Alaska.**

**(Also referred to as Tax Lot 520, per the Fairbanks North Star Borough.)**

**PARCEL II:**

**That portion of the East 495 feet of even width of the Southwest Quarter (SW1/4) of Section Twenty-One (21), Township One South (T1S), Range One East (R1E), Fairbanks Meridian, lying Northerly of the Northerly right of way line of the Old Richardson Highway; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.**

**(Also referred to as Tax Lot 2106, per the Fairbanks North Star Borough.)**

**PARCEL III:**

**The Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section Twenty-Seven (27), Township Two South (T2S), Range Three East (R3E), Fairbanks Meridian; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.**

**EXCEPTING THEREFROM the South 15 acres, the North line of which is parallel with the South line of the said Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4)**

**(Also referred to as Tax Lot 2707, per the Fairbanks North Star Borough.)**

**PARCEL IV:**

**The Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section Twenty-Seven (27), Township Two South (T2S), Range Three East (R3E), Fairbanks Meridian, Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.**

**EXCEPTING THEREFROM that portion conveyed to the Alaska Farmers Cooperative, Inc. lying within the said Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4), which is the East 945.66 feet of the South 70.50 feet, more or less, of the said Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4).**

**ALSO, EXCEPTING THEREFROM that portion of the Alaska Railroad right-of-way, lying within the said Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4), which is Southwest of the tract centerline.**

**(Also referred to as Tax Lot 2707, per the Fairbanks North Star Borough.)**



**PARCEL V:**

**That portion of Lot One (1) of Section Twenty-Seven (27), Township Two South (T2S), Range Three East (R3E), Fairbanks Meridian, which is bounded on the Southwest by the centerline of the Alaska Railroad track and on the East by the land conveyed to the Alaska Farmers Cooperative, Inc. on October 4, 1982, Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.**

**(Also referred to as Tax Lot 2707, per the Fairbanks North Star Borough.)**

**PARCEL VI:**

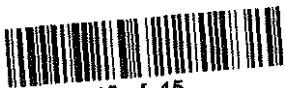
**That portion of the Southeast Quarter (SE1/4), Section Twenty-One (21), Township One South (T1S), Range One East (R1E), Fairbanks Meridian, lying Northerly of the Northerly right-of-way line of the Old Richardson Highway; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.**

**EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:**

**Those portions conveyed by the following deeds:**

**Warranty Deed recorded June 11, 1951 in Book 46, Page 199; Warranty Deed recorded October 2, 1957 in Book 89, Page 294; Warranty Deed recorded July 25, 1953 in Book 62, Page 65; Deed recorded July 6, 1959 in Book 103, Page 202; Warranty Deed recorded July 16, 1958 in Book 80, Page 304; Warranty Deed recorded March 9, 1962 in Book 138, Page 90; Warranty Deed recorded October 1, 1957 in Book 89, Page 284; Warranty Deed recorded September 11, 1957 in Book 89, Page 134.**

**(Also referred to as Tax Lot 2133, per the Fairbanks North Star Borough.)**



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2009-008208-0

Recording Dist: 401 - Fairbanks  
5/19/2009 8:34 AM Pages: 1 of 4



## DEED OF TRUST

THIS DEED OF TRUST, made this 15<sup>th</sup> day of May, 2009 between  
HC PROPERTIES, LLC, an Alaska limited liability company  
 whose address is P.O. Box 80688, Fairbanks, Alaska 9970, as Trustor,  
YUKON TITLE COMPANY, INC., an Alaska corporation, herein called Trustee, and  
ROGER G. McPEAK  
 whose address is P.O. Box 58076, Fairbanks, Alaska 99711, herein called Beneficiary.

WITNESSETH: That Trustor GRANTS, BARGAINS, SELLS and CONVEYS to TRUSTEE IN TRUST, AND WITH POWER OF SALE, that property in the Fairbanks Recording District, State of Alaska, described as follows:

That Portion of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section Twenty-one (21), Township One South, Range One East, Fairbanks Meridian, lying Northerly of the Northerly right-of-way line of the Alaska Railroad Right-of-Way which itself lies adjacent to and on the North side of the Old Richardson Highway; EXCEPTING THEREFROM the East 495 feet of even width as measured along the North line thereof; AND ALSO EXCEPTING THEREFROM the West 100 feet of even width as measured along the North line thereof.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

TO HAVE AND TO HOLD the same, with the appurtenances, unto the Trustee, for the purpose of securing performance of each agreement of Trustor herein contained, and payment of the indebtedness evidenced by one Promissory Note of even date herewith, in the principal sum of \$ 75,000.00, payable to Beneficiary or order, the original or a copy of which is annexed hereto as Exhibit "A", and by this reference incorporated herein.

**A. To protect the security of this Deed of Trust, Trustor agrees:**

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary to preserve and conserve its value, the specific enumeration herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary, as named assured, fire insurance policy or policies satisfactory to and with loss payable to Beneficiary, in an amount not less than: **None required**. The amount collected under any fire or other insurance policy on said property may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any action brought by Beneficiary or Trustee to foreclose this Deed of Trust.
4. To pay at least ten days before delinquency all taxes and assessments affecting said property; and to pay when due all encumbrances, charges and liens on said property or any part thereof which appear to be prior or superior hereto, and all costs, fees and expenses of this Trust.
5. Should Trustor fail to make any payment or fail to do any act, or should Trustor make any misrepresentation as to security as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.
6. To pay immediately upon demand, all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at ten percent per annum.



**B. It is mutually agreed that:**

1. Any award or damages in connection with any condemnation for public use or injury to said property or any part thereof, is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due or all other sums secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: release or discharge the lien of this Deed of Trust on all or any part of said property; consent to the making of any map or plat thereof; join with Trustor in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said Promissory Note to Trustee for cancellation and retention, and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters of facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto".

5. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person or by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, and in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon written request therefor by the Beneficiary specifying the nature of the default or the nature of the several defaults, and the amount or amounts due and owing, the Trustee shall execute a written notice of default and of its election to cause to be sold the herein described property to satisfy the obligation hereof, and shall cause such notice to be recorded in the office of the recorder of each recording district wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law and not less than the time required by law having elapsed after recordation of such notice of default, Trustee, without demand on Trustor, shall sell said property at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest and best bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary, as defined hereunder, may purchase at such sale.

7. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with such sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at ten percent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

8. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. Beneficiary may, from time to time, as provided by statute, appoint another trustee in the place and stead of the Trustee herein named, and thereupon the Trustee herein named shall be discharged and the trustee so appointed shall be substituted as Trustee hereunder with the same effect as if originally named as Trustee herein.

**C. To induce the acceptance of this Trust by Trustee and Beneficiary, Trustor covenants that Trustor is seised with fee title to said property and has the legal right to execute this Deed of Trust and to alienate said property; and Trustor warrants, covenants and represents that said property is free and clear of any liens or encumbrances arising by, through or under the Trustor.**

**D. Trustor requests that a copy of any Notice of Default and of any Notice of Sale be mailed to Trustor at Trustor's address hereinabove set forth.**

IN WITNESS WHEREOF, the Trustor has executed this Deed of Trust.

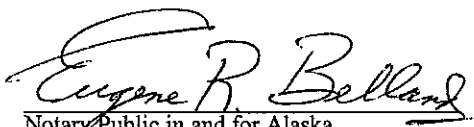
HC PROPERTIES, LLC - Trustor

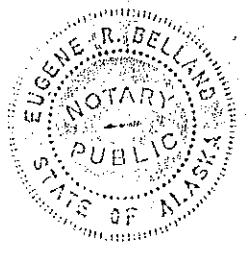
By William J. Hoople  
William J. Hoople - Sole Member



STATE OF ALASKA            )  
  )  
FOURTH JUDICIAL DISTRICT )

The foregoing Deed of Trust was acknowledged before me on this 15<sup>th</sup> day of May, 2009, by WILLIAM J. HOOPLE, as the sole member of HC PROPERTIES, LLC, an Alaska limited liability company..

  
Notary Public in and for Alaska  
My commission expires July 7, 2011.



Eugene R. Belland  
Attorney-at-Law  
709 Fifth Avenue  
Fairbanks, AK 99701  
(907) 456-5444

## PROMISSORY NOTE

FOR VALUE RECEIVED, receipt of which is hereby acknowledged, the undersigned Payor hereby promises to pay to the order of the ROGER G. McPEAK, the Payee herein, at his address of P.O. Box 58076, Fairbanks, Alaska 99711, or at such other address as from time to time directed thereby, in lawful money of the United States of America, the sum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00), together with interest on the unpaid balance thereof from time to time remaining, computed from and after May 15, 2009 at the rate of Six and Three-fourths Percent (6.75%) per annum, due and payable in annual installments of TWENTY-EIGHT THOUSAND FOUR HUNDRED FORTY-EIGHT and 43/100 DOLLARS (\$28,448.43), including accrued interest, commencing to be paid on the 15<sup>th</sup> day of of December, 2009, and continuing to be paid on the same day of each ensuing year thereafter until the entire said principal sum, and accrued interest thereon, has been paid in full.

The undersigned Payor reserves the right of prepayment, without penalty, of any and all sums falling due hereunder. In the event of partial prepayment of this obligation, the same shall be credited towards the fulfillment of those payments next required hereunder. Payment proceeds shall be applied first to the satisfaction of accrued interest to the actual date of such payment, with the overplus to be applied in reduction of outstanding principal.

In the event that any payment falling due hereunder be not paid within thirty (30) days after the due date thereof, the holder hereof may, at any time while such delinquency continues, declare the entire unpaid balance of this obligation immediately due and owing.

The due payment of this Promissory Note is secured by a purchase-money Deed of Trust, of even date herewith, from the undersigned Payor, as trustor, to the within Payee, as beneficiary, upon certain real estate described as

In the event the undersigned Payor shall hereafter sell or convey its interest in the aforesaid property to any third party without the written consent of the holder hereof first had and obtained, said holder may at any time thereafter declare the entire unpaid balance of the within Promissory Note immediately due and owing.

The Payor acknowledges receipt of a copy of Alaska Statute 34.20.160; and in furtherance thereof do hereby acknowledge that the Payors are personally obligated and fully liable, jointly and severally, for the due payment of this Promissory Note; and the Payors do hereby consent and agree that in the event of default in the payment of this Promissory Note the holder hereof has the right to sue on this note and obtain a personal judgment against the Payors for the amount then due under this note, either before or after a judicial foreclosure of the aforesaid Deed of Trust under Alaska Statutes 09.45.170 thru 09.45.220.

DATED this 15<sup>th</sup> day of May, 2009.

HC PROPERTIES, LLC - Payor

By William J. Hoople  
William J. Hoople - Sole Member

**Return to:**

Eugene R. Belland  
Attorney-at-Law  
709 Fifth Avenue  
Fairbanks, AK 99701  
(907) 456-5444

Exhibit "A"



2004-024000-0

Recording Dist: 401 - Fairbanks  
10/22/2004 12:24 PM Pages: 1 of 7

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Conservation Easement  
Fairbanks Recording District  
Parcel I

Please record this document

Grantor: Carl Pederson

Grantee: State of Alaska, Department of Natural Resources, Division of Mining Land & Water, Realty Services Section.

Legal:

That part of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section Twenty-One (21), Township One (1) South, Range One (1) East, Fairbanks Meridian (parcel I) and within the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of Section Twenty-One (21), Township One (1) South, Range One (1) East, Fairbanks Meridian (Western 100 Feet Strip), as described in the Deed in Lieu of Foreclosure, Book 501, Page 478, recorded on October 16, 1986, Fairbanks Recording District.

AFTER RECORDING PLEASE RETURN TO:

State of Alaska  
Department of Natural Resources  
Division of Mining Land & Water  
Realty Services Section  
550 W 7<sup>th</sup> Ave. Suite 1050a  
Anchorage AK 99502

CONSERVATION EASEMENT

Fairbanks Recording District

This Conservation Easement is made this 9 day of October, 2003 by Carl Pederson, P.O. Box 1229, Fairbanks, Alaska, ("Grantor") and the State of Alaska, Department of Natural Resources, Division of Mining, Land and Water, Realty Services Section, 550 West 7<sup>th</sup> Ave., Ste.1050, Anchorage AK 99501-3579) ("State" or "Grantee"), to convey an interest in the property described below. This Conservation Easement is authorized under the Uniform Conservation Easement Act, Alaska Statute 34.17.010 - 34.17.060, and under common law.

RECITALS:

1. Grantor is the owner in fee simple of the tract or parcel of land ("Property") situated within the Northwest 1/4 of the Southwest 1/4 of Section Twenty-one, Township One South, Range One East, Fairbanks Meridian (Parcel I) and within the Northeast Quarter of the Southwest Quarter of Section Twenty-One, Township One South, Range One East, Fairbanks Meridian (Western 100 Feet Strip), as described in the Deed in Lieu of Foreclosure, Book 501, Page 478, recorded on October 16, 1986, Fairbanks Recording District.
2. Past use of the Property caused groundwater and soil contamination from hazardous substances, including lead and polychlorinated biphenyls (PCBs). There is an old military landfill on the property. The Property is listed on the United States Environmental Protection Agency's (EPA's) National Priorities List as the Arctic Surplus Superfund Site. EPA has issued a 1995 Record of Decision (ROD) and 2003 Explanation of Significant Differences (ESD) for environmental cleanup of the Property.
3. Cleanup activities were conducted to prevent exposure to and migration of contaminants in the soil and groundwater. The cleanup was based on industrial and commercial land use only. A cover system was placed over the landfill. Because of remaining levels of lead and PCB contamination and a low risk that ordnance and explosive waste remain on the Property, residential use is not allowed. Institutional controls are required in order to provide long-term maintenance, sampling and repair of the remedy, to restrict land use that could damage the remedy or cause human exposure to contaminants, and to inform future owners of the cleanup remedy and restrictions.
4. The purpose of this easement is to place institutional controls on the Property through a Conservation Easement under the Uniform Conservation Easement Act and common law, to grant the easement to the State and a third party right of enforcement (including access) to the United States in order to protect and maintain the cleanup remedy, to protect natural resources, water quality and the environment, and to protect human health and safety.

The United States, through the Environmental Protection Agency, under its third party right of enforcement will be responsible for oversight of the remedy including enforcement of the prohibited and required activities contained in this easement. Nothing herein limits the State's authority to enforce this Conservation Easement.



PROHIBITED ACTIVITIES:

5. Unless otherwise specifically authorized in writing by the United States, through the Environmental Protection Agency (EPA), the following listed activities are prohibited:

a. Damaging or interfering with the cleanup remedy over the landfill area, including digging, drilling, or use that might penetrate, damage or interfere with the landfill cover system, the fence, or drainage systems, and any activity exceeding the operating limitations described in the attached operation and maintenance requirements for the landfill cover system.

b. Damaging or interfering with groundwater monitoring wells or other structures or systems designed to monitor groundwater contamination.

c. Placing wells and using groundwater for drinking water, dewatering, or other uses, unless approved in writing. This prohibition does not apply to wells used to monitor contamination.

d. Digging or moving soil that creates additional exposure to contaminants or an environmental or health and safety risk, and transporting soil off-site, unless approved in writing. This does not prohibit using the Property for commercial or industrial purposes consistent with the attached operation and maintenance requirements for the landfill cover system.

e. Residential or agricultural use or similar uses causing exposure to contaminants, such as daycare or school facilities, or other residency-type use. Except for deep-rooted plants, plantings for erosion control and non-consumable plantings outside the restricted landfill area are allowed. These limitations exist as long as contamination exceeds levels allowed by State or Federal law for residential use, or unless approved in writing.

f. Attached signs will be posted on 4 sides on soil containment cell fence.

WARNING

DO NOT DISTURB OR DIG IN FENCED AREA

TREATED HAZARDOUS WASTE SOIL

PRESENT BELOW ASPHALT

For Information Contact State of Alaska  
Department Of Environmental Conservation  
(907) 451-2360

or

United States Environmental Protection Agency  
1-800-424-4272

Sign dimensions 24"x24"  
Capital Letters 2"  
All other letters and numbers 1"  
White background with Red letters



3 of 7

2004-024000-0

REQUIRED ACTIVITIES:

6. Unless otherwise specifically authorized in writing by EPA, the following listed activities are required:

a. Giving notice to EPA within a reasonable time that restricted activities have occurred or are occurring.

b. Notifying local authorities (Fairbanks North Star Borough, Department of Emergency Operations (907)459-1481 or Alaska State Troopers (907) 451-5100) if ordnance-related material is discovered.

c. Including the following language in any Instrument conveying an interest in the Property:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO A CONSERVATION EASEMENT, DATED \_\_\_\_\_, RECORDED IN THE PUBLIC LAND RECORDS ON \_\_\_\_\_, IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, IN FAVOR OF THE STATE OF ALASKA, AND WITH A THIRD-PARTY RIGHT OF ENFORCEMENT GRANTED TO THE UNITED STATES AND ITS AUTHORIZED REPRESENTATIVES.

d. Granting access during reasonable hours (or if there is an emergency or incident that could damage the cleanup remedy) to authorized representatives of the State and the United States. This right of entry is granted for the following purposes: maintaining the landfill cover system remedy; monitoring, maintaining and repairing wells and the soil remedy; responding to reports of ordnance and explosive waste; and investigating violations and enforcement of the restrictions listed above.

GENERAL PROVISIONS:

7. This Conservation Easement is for the benefit of the Grantee and conveys to the State, acting through its agencies and authorized representatives, this easement. It also conveys a third party right of enforcement to the United States.

8. This Conservation Easement shall apply to the real property described above and to any grant or other property interest given that covers or describes the Property or any part of the Property. By accepting a grant, lease or any other property interest, each grantee, lessee, or party accepting a property interest (and each of their heirs, successors, transferees or assignees) agrees with Grantor and each other to be bound by the provisions of this Conservation Easement.

9. This Conservation Easement shall run with the land in perpetuity and is binding upon Grantor, and his heirs, successors, and assigns. Following EPA's written notification that the provisions herein are no longer required by EPA to protect human health and the environment, the State may terminate the Conservation Easement by recording a Release of Conservation Easement.

10. Grantor hereby covenants that he is lawfully seized of the Property, in fee simple, has good and lawful right and power to convey the same, and will warrant and defend the Conservation Easement.



11. This Conservation Easement shall be interpreted and governed by the laws of the State of Alaska. Any ambiguities shall be construed to accomplish the purpose for which the Conservation Easement was granted. A determination that any provision or application to any person or circumstance is invalid shall not affect any other provision or application.

12. These provisions shall not be waived due to non-enforcement, violation, or breach of any provision.

13. Prior to granting any approvals under the Conservation Easement, EPA shall consult with the Alaska Department of Environmental Conservation to ensure compliance with applicable state statutes.

14. Required notices shall be in writing and be shall hand carried or sent by first class mail (unless otherwise agreed by the Parties) to the following addresses:

To Grantor:  
Carl Pederson  
P.O. Box 1229  
Fairbanks, AK 99709

To Grantee:  
Dept. of Natural Resources  
Div. of Mining, Land & Water  
Realty Services Section  
550 W.7<sup>th</sup> Ave., Ste. 1050  
Anchorage, AK 99501-3579

To the United States:  
Director, Office of Environmental Cleanup  
United States Environmental Protection Agency  
Region 10  
1200 Sixth Avenue  
Seattle, WA 98101

In addition, the owner of the Property shall serve a copy of this Instrument either personally or by first class mail (certified with return receipt) to all persons, if any, holding a financial interest in the Property.

IN WITNESS THEREOF Grantor and Grantee have set their hand on this 9 day of October, 2003.

SIGNATURE: Carl M. Pederson  
Grantor

The foregoing instrument was acknowledged before me by  
GRANTOR'S ACKNOWLEDGMENT: (notary) Carl M. Pederson.

STATE OF ALASKA  
NOTARY PUBLIC  
CRYSTAL HAMAN  
COMMISSION EXPIRES 5/29/07

ACCEPTANCE  
Crystal K. Haman

Pursuant to AS 38.05.035(a)(12), the State of Alaska hereby accepts this CONSERVATION EASEMENT conveying to the State of Alaska,





its successors in administrative function and assigns, the interest in the Property described herein.

Dated: \_\_\_\_\_

*9/27/04*

STATE OF ALASKA  
Department of Natural Resources

By: \_\_\_\_\_  
Director, Division of  
Mining, Land & Water.

AFTER RECORDING RETURN TO:

State of Alaska, Department of Natural Resources  
Realty Services Section/State Selections  
550 West 7th Avenue, Suite 1050 A  
Anchorage, AK 99501-3579



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2004-024000-0

PARCEL 1: A portion of the Northwest 1/4 of the Southwest 1/4 of Section Twenty-One (21), Township One (1) South, Range One (1) East, Fairbanks Meridian, described as follows:

BEGINNING at the Northeast corner of said Northwest One Quarter (NW 1/4) of Southwest One Quarter (SW 1/4); Thence South 0°00" East along the East line of said 1/16 Section to an intersection of this line with the North limit of the Alaska Railroad right-of-way; Thence North 70°49" West along said railroad to its intersection with the Badger Road right-of-way; Thence in a Northerly direction along the Badger Road right-of-way to its intersection with a line from the point of beginning on a bearing of North 89°59" West; Thence along said line to the point of beginning.

EXCEPT any portion lying within the 200 foot wide railroad right-of-way.

Situated in the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

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2101

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REC. 107

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REQUESTED BY

ADDRESS: 44705  
Richard Cole  
1255 Airport Way  
Abba, AK 99701

WESTERN 100 FEET STRIP:

A parcel of land within the Northwest Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-One (21), Township One (1) South, Range One (1) East, Fairbanks Meridian and being a portion of that parcel described in Deed Book 135, Page 518 recorded on January 19, 1979 in the Fairbanks Recording District, more particularly described as follows:

Beginning at the Northeast Corner of said Northeast Quarter (NE 1/4); Thence in a southerly direction along the west side line of said Northeast Quarter (NE 1/4) approximately 537 feet to the Northeast boundary of the Right-of-way of the Alaska Railroad;

Thence in a southeasterly direction along the Northeast boundary of said Right-of-way to a point 100 feet east of said West side line of said Northeast Quarter (NE 1/4) approximately 616.0 feet to a point on the northline of said Northeast Quarter (NE 1/4);

Thence West along the aforementioned northline 100 feet to the point of beginning.



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**2004-023885-0**  
Recording Dist: 401 - Fairbanks  
10/21/2004 11:23 AM Pages: 1 of 6  
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Conservation Easement  
Fairbanks Recording District  
Parcel IV

Please record this document

Grantor: Roger McPeak

Grantee: State of Alaska, Department of Natural Resources, Division of Mining Land & Water, Realty Services Section.

Legal:

The part of the East One Half (E1/2) of the Southwest Quarter (SW 1/4) of Section Twenty-One (21), Township One (1) South, Range One (1) East, Fairbanks Meridian, more fully described in the Warranty Deed dated January 14, 1977, from Clotilda Hilbish, Shirley Ann Legarza, and Ronald Gene Hilbish, Grantors, to Roger Mc Peak, Grantee, recorded February 2, 1977, in Book 62, Page 859, Fairbanks Recording District. (Tax Lot 2111).

AFTER RECORDING PLEASE RETURN TO:

State of Alaska  
Department of Natural Resources  
Division of Mining Land & Water  
Realty Services Section  
550 W 7<sup>th</sup> Ave. Suite 1050a  
Anchorage AK 99502

CONSERVATION EASEMENT

Fairbanks Recording District

This Conservation Easement is made this 9 day of October, 2003 by Roger McPeak, P.O. Box 58076, Fairbanks, Alaska 99711 ("Grantor"), and the State of Alaska, Department of Natural Resources, Division of Mining, Land and Water, Realty Services Section, 550 West 7<sup>th</sup> Ave., Ste.1050, Anchorage AK 99501-3579 ("State" or "Grantee"), to convey an interest in the property described below. This Conservation Easement is authorized under the Uniform Conservation Easement Act, Alaska Statute 34.17.010 - 34.17.060, and under common law.

RECITALS:

1. Grantor is the owner in fee simple of the tract or parcel of land (hereinafter "the Property") situated within:

That part of the East One Half (E 1/2) of the Southwest Quarter (SW 1/4) of Section Twenty-One (21), Township One (1) South, Range One (1) East, Fairbanks Meridian, more fully described in the Warranty Deed dated January 14, 1977, from Clotilda Hilbish, Shirley Ann Legarza, and Ronald Gene Hilbish, Grantors, to Roger McPeak, Grantee, recorded February 2, 1977, in Book 62, Page 859, Fairbanks Recording District (Tax Lot 2111).

2. Past use of the Property caused groundwater and soil contamination from hazardous substances, including lead and polychlorinated biphenyls (PCBs). The Property is listed on the United States Environmental Protection Agency's (EPA's) National Priorities List as the Arctic Surplus Superfund Site. EPA has issued a 1995 Record of Decision (ROD) and 2003 Explanation of Significant Differences (ESD) for environmental cleanup of the Property.

3. Cleanup activities were conducted to prevent exposure to and migration of contaminants in the soil and groundwater. The cleanup was based on industrial and commercial land use only. Because of remaining levels of lead and PCB contamination and a low risk that ordnance and explosive waste remain on the Property, residential use is not allowed. Institutional controls are required in order to provide long-term maintenance, sampling and repair of the remedy, to restrict land use that could damage the remedy or cause human exposure to contaminants, and to inform future owners of the cleanup remedy and restrictions.

4. The purpose of this easement is to place institutional controls on the Property through a Conservation Easement under the Uniform Conservation Easement Act and common law, to grant the easement to the State and a third party right of enforcement (including access) to the United States in order to protect and maintain the cleanup remedy, to protect natural resources, water quality and the environment, and to protect human health and safety.

The United States, through the Environmental Protection Agency, under its third party right of enforcement will be responsible for oversight of the remedy including enforcement of the prohibited and required



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activities contained in this easement. Nothing herein limits the State's authority to enforce this Conservation Easement.

PROHIBITED ACTIVITIES:

5. Unless otherwise specifically authorized in writing by the United States, through the Environmental Protection Agency (EPA), the following listed activities are prohibited:

- a. Damaging or interfering with groundwater monitoring wells or other structures or systems designed to monitor groundwater contamination.
- b. Placing wells and using groundwater for drinking water, dewatering, or other uses, unless approved in writing. This prohibition does not apply to wells used to monitor contamination.
- c. Transporting soil off-site, unless approved in writing. This does not prohibit using the Property for commercial or industrial purposes that do not cause a risk of exposure to contaminants or a health and safety risk.
- d. Residential or agricultural use or similar uses causing exposure to contaminants, such as daycare or school facilities, or other residency-type use. These limitations exist as long as contamination exceeds levels allowed by State or Federal law for residential use, or unless approved in writing.

REQUIRED ACTIVITIES:

6. Unless otherwise specifically authorized in writing by EPA, the following listed activities are required:

- a. Giving notice to EPA within a reasonable time that restricted activities have occurred or are occurring.
- b. Notifying local authorities (Fairbanks North Star Borough, Department of Emergency Operations (907) 459-1481 or Alaska State Troopers (907) 451-5100) if ordnance-related material is discovered.
- c. Including the following language in any Instrument conveying an interest in the Property:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO A CONSERVATION EASEMENT, DATED \_\_\_\_\_, RECORDED IN THE PUBLIC LAND RECORDS ON (date), IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, IN FAVOR OF THE STATE OF ALASKA, AND WITH A THIRD-PARTY RIGHT OF ENFORCEMENT GRANTED TO THE UNITED STATES AND ITS AUTHORIZED REPRESENTATIVES.

- d. Granting access during reasonable hours (or if there is an emergency or incident that could damage the cleanup remedy) to authorized representatives of the State and the United States. This right of entry is granted for the following purposes: monitoring, maintaining and repairing wells and the soil remedy; responding to reports of ordnance and explosive waste; and investigating violations and enforcement of the restrictions listed above.

GENERAL PROVISIONS:



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7. This Conservation Easement is for the benefit of the Grantee and conveys to the State, acting through its agencies and authorized representatives, this easement. It also conveys a third party right of enforcement to the United States.

8. This Conservation Easement shall apply to the real property described above and to any grant or other property interest given that covers or describes the Property or any part of the Property. By accepting a grant, lease or any other property interest, each grantee, lessee, or party accepting a property interest (and each of their heirs, successors, transferees or assignees) agrees with Grantors and each other to be bound by the provisions of this Conservation Easement.

9. This Conservation Easement shall run with the land in perpetuity and is binding upon Grantor, and his heirs, successors, and assigns. Following EPA's written notification that the provisions herein are no longer required by EPA to protect human health and the environment, the State may terminate the Conservation Easement by recording a Release of Conservation Easement.

10. Grantor hereby covenants that he is lawfully seized of the Property, in fee simple, has good and lawful right and power to convey the same, and will warrant and defend the Conservation Easement.

11. This Conservation Easement shall be interpreted and governed by the laws of the State of Alaska. Any ambiguities shall be construed to accomplish the purpose for which the Conservation Easement was granted. A determination that any provision or application to any person or circumstance is invalid shall not affect any other provision or application.

12. These provisions shall not be waived due to non-enforcement, violation, or breach of any provision.

13. Prior to granting any approvals under the Conservation Easement, EPA shall consult with the Alaska Department of Environmental Conservation to ensure compliance with applicable state statutes.

14. Required notices shall be in writing and be shall hand carried or sent by first class mail (unless otherwise agreed by the Parties) to the following addresses:

To Grantors:  
Roger McPeak  
P.O. Box 58076  
Fairbanks, AK 99709

To Grantee:  
Dept. of Natural Resources  
Div. of Mining, Land & Water  
Realty Services Section  
550 W.7<sup>th</sup> Ave., Ste. 1050  
Anchorage, AK 99501-3579

To the United States:  
Director, Office of Environmental Cleanup  
United States Environmental Protection Agency  
Region 10



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1200 Sixth Avenue  
Seattle, WA 98101

In addition, the owner of the Property shall serve a copy of this Instrument either personally or by first class mail (certified with return receipt) to all persons, if any, holding a financial interest in the Property.

IN WITNESS THEREOF Grantor and Grantee have set their hand on this 9<sup>th</sup> day of October, 2003.

SIGNATURE: Roger McPeak  
Grantor

GRANTOR'S ACKNOWLEDGMENT: (notary) Veronica L. Garrison

NOTARY PUBLIC  
Veronica L. Garrison  
STATE OF ALASKA  
My Commission Expires: 7/4/08

ACCEPTANCE

Pursuant to AS 38.05.035(a)(12), the State of Alaska hereby accepts this CONSERVATION EASEMENT conveying to the State of Alaska, its successors in administrative function and assigns, the interest in the Property described herein.

Dated: 9/27/04

STATE OF ALASKA  
Department of Natural Resources  
By: [Signature]  
Director, Division of  
Mining, Land & Water.



AFTER RECORDING RETURN TO:

State of Alaska, Department of Natural Resources  
Realty Services Section/State Selections  
550 West 7th Avenue, Suite 1050 A  
Anchorage, AK 99501-3579



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Recording Dist: 401 - Fairbanks

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Conservation Easement  
Fairbanks Recording District  
Parcel IIIb

Please record this document

Grantor: Rodger McPeak and Betty McPeak

Grantee: State of Alaska, Department of Natural Resources, Division of Mining Land & Water, Realty Services Section.

Legal:

That part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-One (21), Township One (1) South, Range One (1) East, Fairbanks Meridian, more fully described under Parcel III in the Warranty Deed dated August 24, 1976, from Carl Pederson and Mabel Pederson, Grantors, to Rodger G. McPeak and Betty McPeak, Grantees, recorded October 8, 1976 in Book 53, Page 891, Fairbanks Recording District (Parcel III). (Tax Lot 2113.)

AFTER RECORDING PLEASE RETURN TO:

State of Alaska  
Department of Natural Resources  
Division of Mining Land & Water  
Realty Services Section  
550 W 7<sup>th</sup> Ave. Suite 1050a  
Anchorage AK 99502

CONSERVATION EASEMENT

Fairbanks Recording District

This Conservation Easement is made this 9 day of October, 2003 by Roger McPeak and Betty McPeak, P.O. Box 58076, Fairbanks, Alaska 99711 ("Grantors"), and the State of Alaska, Department of Natural Resources, Division of Mining, Land and Water, Realty Services Section, 550 West 7<sup>th</sup> Ave., Ste.1050, Anchorage AK 99501-3579 ("State" or "Grantee"), to convey an interest in the property described below. This Conservation Easement is authorized under the Uniform Conservation Easement Act, Alaska Statute 34.17.010 - 34.17.060, and under common law.

RECITALS:

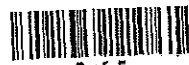
1. Grantors are the owner in fee simple of the tract or parcel of land (hereinafter "the Property") situated within:

That part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-One (21), Township One (1) South, Range One (1) East, Fairbanks Meridian, more fully described under Parcel III in the Warranty Deed dated August 24, 1976, from Carl Pederson and Mabel Pederson, Grantors, to Roger G. McPeak and Betty McPeak, Grantees, recorded October 8, 1976 in Book 53, Page 891, Fairbanks Recording District (Parcel III). (Tax lot 2113.)

2. Past use of the Property caused groundwater and soil contamination from hazardous substances, including lead and polychlorinated biphenyls (PCBs). The Property is listed on the United States Environmental Protection Agency's (EPA's) National Priorities List as the Arctic Surplus Superfund Site. EPA has issued a 1995 Record of Decision (ROD) and 2003 Explanation of Significant Differences (ESD) for environmental cleanup of the Property.

3. Cleanup activities were conducted to prevent exposure to and migration of contaminants in the soil and groundwater. The cleanup was based on industrial and commercial land use only. Because of remaining levels of lead and PCB contamination and a low risk that ordnance and explosive waste remain on the Property, residential use is not allowed. Institutional controls are required in order to provide long-term maintenance, sampling and repair of the remedy, to restrict land use that could damage the remedy or cause human exposure to contaminants, and to inform future owners of the cleanup remedy and restrictions.

4. The purpose of this easement is to place institutional controls on the Property through a Conservation Easement under the Uniform Conservation Easement Act and common law, to grant the easement to the State and a third party right of enforcement (including access) to the United States in order to protect and maintain the cleanup remedy, to



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protect natural resources, water quality and the environment, and to protect human health and safety.

The United States, through the Environmental Protection Agency, under its third party right of enforcement will be responsible for oversight of the remedy including enforcement of the prohibited and required activities contained in this easement. Nothing herein limits the State's authority to enforce this Conservation Easement.

PROHIBITED ACTIVITIES:

5. Unless otherwise specifically authorized in writing by the United States, through the Environmental Protection Agency (EPA), the following listed activities are prohibited:

- a. Damaging or interfering with groundwater monitoring wells or other structures or systems designed to monitor groundwater contamination.
- b. Placing wells and using groundwater for drinking water, dewatering, or other uses, unless approved in writing. These prohibitions do not apply to wells used to monitor contamination.
- c. Transporting soil off-site, unless approved in writing. This does not prohibit using the Property for commercial or industrial purposes that do not cause a risk of exposure to contaminants or a health and safety risk.
- d. Residential or agricultural use or similar uses causing exposure to contaminants, such as daycare or school facilities, or other residency-type use. These limitations exist as long as contamination exceeds levels allowed by State or Federal law for residential use, or unless approved in writing.

REQUIRED ACTIVITIES:

6. Unless otherwise specifically authorized in writing by EPA, the following listed activities are required:

- a. Giving notice to EPA within a reasonable time that restricted activities have occurred or are occurring.
- b. Notifying local authorities (Fairbanks North Star Borough, Department of Emergency Operations (907) 459-1481 or Alaska State Troopers (907) 451-5100) if ordnance-related material is discovered.
- c. Including the following language in any Instrument conveying an interest in the Property:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO A CONSERVATION EASEMENT, DATED \_\_\_\_\_, RECORDED IN THE PUBLIC LAND RECORDS ON (date), IN BOOK \_\_\_\_, PAGE \_\_\_\_, IN FAVOR OF THE STATE OF ALASKA, AND WITH A THIRD-PARTY RIGHT OF ENFORCEMENT GRANTED TO THE UNITED STATES AND ITS AUTHORIZED REPRESENTATIVES.

- d. Granting access during reasonable hours (or if there is an emergency or incident that could damage the cleanup remedy) to authorized representatives of the State and the United States. This



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right of entry is granted for the following purposes: monitoring, maintaining and repairing wells and the soil remedy; responding to reports of ordnance and explosive waste; and investigating violations and enforcement of the restrictions listed above.

GENERAL PROVISIONS:

7. This Conservation Easement is for the benefit of the Grantee and conveys to the State, acting through its agencies and authorized representatives, this easement. It also conveys a third party right of enforcement to the United States.

8. This Conservation Easement shall apply to the real property described above and to any grant or other property interest given that covers or describes the Property or any part of the Property. By accepting a grant, lease or any other property interest, each grantee, lessee, or party accepting a property interest (and each of their heirs, successors, transferees or assignees) agrees with Grantors and each other to be bound by the provisions of this Conservation Easement.

9. This Conservation Easement shall run with the land in perpetuity and is binding upon Grantors, and their heirs, successors, and assigns. Following EPA's written notification that the provisions herein are no longer required by EPA to protect human health and the environment, the State may terminate the Conservation Easement by recording a Release of Conservation Easement.

10. Grantors hereby covenant that they are lawfully seized of the Property, in fee simple, have good and lawful right and power to convey the same, and will warrant and defend the Conservation Easement.

11. This Conservation Easement shall be interpreted and governed by the laws of the State of Alaska. Any ambiguities shall be construed to accomplish the purpose for which the Conservation Easement was granted. A determination that any provision or application to any person or circumstance is invalid shall not affect any other provision or application.

12. These provisions shall not be waived due to non-enforcement, violation, or breach of any provision.

13. Prior to granting any approvals under the Conservation Easement, EPA shall consult with the Alaska Department of Environmental Conservation to ensure compliance with applicable state statutes.

14. Required notices shall be in writing and be shall hand carried or sent by first class mail (unless otherwise agreed by the Parties) to the following addresses:

To Grantors:

To Grantee:



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2004-023884-0

Roger McPeak  
Betty McPeak  
P.O. Box 58076  
Fairbanks, AK 99709

Dept. of Natural Resources  
Div. of Mining, Land & Water  
Realty Services Section  
550 W.7<sup>th</sup> Ave., Ste. 1050  
Anchorage, AK 99501-3579

To the United States:  
Director, Office of Environmental Cleanup  
United States Environmental Protection Agency  
Region 10  
1200 Sixth Avenue  
Seattle, WA 98101

In addition, the owners of the Property shall serve a copy of this Instrument either personally or by first class mail (certified with return receipt) to all persons, if any, holding a financial interest in the Property.

IN WITNESS THEREOF Grantors and Grantee have set their hand on this 9<sup>th</sup> day of October, 2003.

SIGNATURE: Roger McPeak  
Grantor

SIGNATURE: Betty McPeak  
Grantor

GRANTOR'S ACKNOWLEDGMENT: (notary) Veronica L. Garrison

NOTARY PUBLIC  
Veronica L. Garrison  
STATE OF ALASKA  
My Commission Expires: 7/1/06 ACCEPTANCE

Pursuant to AS 38.05.035(a)(12), the State of Alaska hereby accepts this CONSERVATION EASEMENT conveying to the State of Alaska, its successors in administrative function and assigns, the interest in the Property described herein.

Dated: 9/27/04

STATE OF ALASKA  
Department of Natural Resources  
By: [Signature]  
Director, Division of  
Mining, Land & Water.

State of Alaska, Department of Natural Resources  
Realty Services Section/State Selections  
550 West 7th Avenue, Suite 1050 A  
Anchorage, AK 99501-3579



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Recording Dist: 401 - Fairbanks  
10/21/2004 11:23 AM Pages: 1 of 5

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Conservation Easement  
Fairbanks Recording District  
Parcel IIIa

Please record this document

Grantor: Rodger McPeak and Betty McPeak

Grantee: State of Alaska, Department of Natural Resources, Division of Mining Land & Water, Realty Services Section.

Legal:

That part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-One (21), Township One (1) South, Range One (1) East, Fairbanks Meridian, more fully described under Parcel I in the Warranty Deed dated August 24, 1976, from Carl Pederson and Mabel Pederson, Grantors, to Rodger G. McPeak and Betty McPeak, Grantees, recorded October 8, 1976 in Book 53, Page 891, Fairbanks Recording District (Parcel I). (Tax Lot 2112)

AFTER RECORDING PLEASE RETURN TO:

State of Alaska  
Department of Natural Resources  
Division of Mining Land & Water  
Realty Services Section  
550 W 7<sup>th</sup> Ave. Suite 1050a  
Anchorage AK 99502

CONSERVATION EASEMENT

Fairbanks Recording District

This Conservation Easement is made this 7 day of October, 2003 by Roger McPeak and Betty McPeak, P.O. Box 58076, Fairbanks, Alaska 99711 ("Grantors"), and the State of Alaska, Department of Natural Resources, Division of Mining, Land and Water, Realty Services Section, 550 West 7<sup>th</sup> Ave., Ste.1050, Anchorage AK 99501-3579 ("State" or "Grantee"), to convey an interest in the property described below. This Conservation Easement is authorized under the Uniform Conservation Easement Act, Alaska Statute 34.17.010 - 34.17.060, and under common law.

RECITALS:

1. Grantors are the owner in fee simple of the tract or parcel of land (hereinafter "the Property") situated within:

That part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-One (21), Township One (1) South, Range One (1) East, Fairbanks Meridian, more fully described under Parcel I in the Warranty Deed dated August 24, 1976, from Carl Pederson and Mabel Pederson, Grantors, to Roger G. McPeak and Betty McPeak, Grantees, recorded October 8, 1976 in Book 53, Page 891, Fairbanks Recording District (Parcel I). (Tax lot 2112.)

2. Past use of the Property caused groundwater and soil contamination from hazardous substances, including lead and polychlorinated biphenyls (PCBs). The Property is listed on the United States Environmental Protection Agency's (EPA's) National Priorities List as the Arctic Surplus Superfund Site. EPA has issued a 1995 Record of Decision (ROD) and 2003 Explanation of Significant Differences (ESD) for environmental cleanup of the Property.

3. Cleanup activities were conducted to prevent exposure to and migration of contaminants in the soil and groundwater. The cleanup was based on industrial and commercial land use only. Because of remaining levels of lead and PCB contamination and a low risk that ordnance and explosive waste remain on the Property, residential use is not allowed. Institutional controls are required in order to provide long-term maintenance, sampling and repair of the remedy, to restrict land use that could damage the remedy or cause human exposure to contaminants, and to inform future owners of the cleanup remedy and restrictions.

4. The purpose of this easement is to place institutional controls on the Property through a Conservation Easement under the Uniform Conservation Easement Act and common law, to grant the easement to the State and a third party right of enforcement (including access) to the United States in order to protect and maintain the cleanup remedy, to



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protect natural resources, water quality and the environment, and to protect human health and safety.

The United States, through the Environmental Protection Agency, under its third party right of enforcement will be responsible for oversight of the remedy including enforcement of the prohibited and required activities contained in this easement. Nothing herein limits the State's authority to enforce this Conservation Easement.

PROHIBITED ACTIVITIES:

5. Unless otherwise specifically authorized in writing by the United States, through the Environmental Protection Agency (EPA), the following listed activities are prohibited:

- a. Damaging or interfering with groundwater monitoring wells or other structures or systems designed to monitor groundwater contamination.
- b. Placing wells and using groundwater for drinking water, dewatering, or other uses, unless approved in writing. This prohibition does not apply to wells used to monitor contamination.
- c. Transporting soil off-site, unless approved in writing. This does not prohibit using the Property for commercial or industrial purposes that do not cause a risk of exposure to contaminants or a health and safety risk.
- d. Residential or agricultural use or similar uses causing exposure to contaminants, such as daycare or school facilities, or other residency-type use. These limitations exist as long as contamination exceeds levels allowed by State or Federal law for residential use, or unless approved in writing.

REQUIRED ACTIVITIES:

6. Unless otherwise specifically authorized in writing by EPA, the following listed activities are required:

- a. Giving notice to EPA within a reasonable time that restricted activities have occurred or are occurring.
- b. Notifying local authorities (Fairbanks North Star Borough, Department of Emergency Operations (907)459-1481 or Alaska State Troopers (907) 451-5100) if ordnance-related material is discovered.
- c. Including the following language in any Instrument conveying an interest in the Property:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO A CONSERVATION EASEMENT, DATED \_\_\_\_\_, RECORDED IN THE PUBLIC LAND RECORDS ON (date), IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, IN FAVOR OF THE STATE OF ALASKA, AND WITH A THIRD-PARTY RIGHT OF ENFORCEMENT GRANTED TO THE UNITED STATES AND ITS AUTHORIZED REPRESENTATIVES.

- d. Granting access during reasonable hours (or if there is an emergency or incident that could damage the cleanup remedy) to authorized representatives of the State and the United States. This





right of entry is granted for the following purposes: monitoring, maintaining and repairing wells and the soil remedy; responding to reports of ordnance and explosive waste; and investigating violations and enforcement of the restrictions listed above.

GENERAL PROVISIONS:

7. This Conservation Easement is for the benefit of the Grantee and conveys to the State, acting through its agencies and authorized representatives, this easement. It also conveys a third party right of enforcement to the United States.

8. This Conservation Easement shall apply to the real property described above and to any grant or other property interest given that covers or describes the Property or any part of the Property. By accepting a grant, lease or any other property interest, each grantee, lessee, or party accepting a property interest (and each of their heirs, successors, transferees or assignees) agrees with Grantors and each other to be bound by the provisions of this Conservation Easement.

9. This Conservation Easement shall run with the land in perpetuity and is binding upon Grantors, and their heirs, successors, and assigns. Following EPA's written notification that the provisions herein are no longer required by EPA to protect human health and the environment, the State may terminate the Conservation Easement by recording a Release of Conservation Easement.

10. Grantors hereby covenant that they are lawfully seized of the Property, in fee simple, have good and lawful right and power to convey the same, and will warrant and defend the Conservation Easement.

11. This Conservation Easement shall be interpreted and governed by the laws of the State of Alaska. Any ambiguities shall be construed to accomplish the purpose for which the Conservation Easement was granted. A determination that any provision or application to any person or circumstance is invalid shall not affect any other provision or application.

12. These provisions shall not be waived due to non-enforcement, violation, or breach of any provision.

13. Prior to granting any approvals under the Conservation Easement, EPA shall consult with the Alaska Department of Environmental Conservation to ensure compliance with applicable state statutes.

14. Required notices shall be in writing and be shall hand carried or sent by first class mail (unless otherwise agreed by the Parties) to the following addresses:

To Grantors:

To Grantee:



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2004-023883-0

Roger McPeak  
Betty McPeak  
P.O. Box 58076  
Fairbanks, AK 99709

Dept. of Natural Resources  
Div. of Mining, Land & Water  
Realty Services Section  
550 W.7<sup>th</sup> Ave., Ste. 1050  
Anchorage, AK 99501-3579

To the United States:  
Director, Office of Environmental Cleanup  
United States Environmental Protection Agency  
Region 10  
1200 Sixth Avenue  
Seattle, WA 98101

In addition, the owners of the Property shall serve a copy of this Instrument either personally or by first class mail (certified with return receipt) to all persons, if any, holding a financial interest in the Property.

IN WITNESS THEREOF Grantors and Grantee have set their hand on this 9 day of October, 2003.

SIGNATURE: Roger McPeak  
Grantor

SIGNATURE: Betty McPeak  
Grantor

GRANTOR'S ACKNOWLEDGMENT: (notary) Veronica L. Garrison.

NOTARY PUBLIC  
Veronica L. Garrison  
STATE OF ALASKA  
My Commission Expires: 7/14/06

ACCEPTANCE

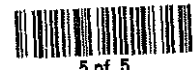
Pursuant to AS 38.05.035(a)(12), the State of Alaska hereby accepts this CONSERVATION EASEMENT conveying to the State of Alaska, its successors in administrative function and assigns, the interest in the Property described herein.

Dated: 9/27/04

STATE OF ALASKA  
Department of Natural Resources  
By: [Signature]  
Director, Division of  
Mining, Land & Water.

AFTER RECORDING RETURN TO:

State of Alaska, Department of Natural Resources  
Realty Services Section/State Selections  
550 West 7th Avenue, Suite 1050 A  
Anchorage, AK 99501-3579



5 of 5  
2004-023883-0

Sw 21 151E

2004-023882-0

Recording Dist: 401 - Fairbanks  
10/21/2004 11:23 AM Pages: 1 of 6

A  
L  
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S  
K  
A



Conservation Easement  
Fairbanks Recording District  
Parcel II

Please record this document

Grantor: Roger McPeak

Grantee: State of Alaska, Department of Natural Resources, Division of Mining Land & Water, Realty Services Section.

Legal:

The part of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW 1/4) of Section Twenty-One (21), Township One (1) South, Range One (1) East, Fairbanks Meridian, more fully described in the Warranty Deed dated January 15, 1979, from Carl Pederson, Grantor, to Roger G. McPeak, Grantee, recorded January 19, 1979 in Book 135, Page 919, Fairbanks Recording District (Tax Lot 2131).

AFTER RECORDING PLEASE RETURN TO:

State of Alaska  
Department of Natural Resources  
Division of Mining Land & Water  
Realty Services Section  
550 W 7<sup>th</sup> Ave. Suite 1050a  
Anchorage AK 99502

CONSERVATION EASEMENT

Fairbanks Recording District

This Conservation Easement is made this 9 day of October, 2003 by Roger McPeak, P.O. Box 58076, Fairbanks, Alaska 99711 ("Grantor"), and the State of Alaska, Department of Natural Resources, Division of Mining, Land and Water, Realty Services Section, 550 West 7<sup>th</sup> Ave., Ste.1050, Anchorage AK 99501-3579 ("State" or "Grantee"), to convey an interest in the property described below. This Conservation Easement is authorized under the Uniform Conservation Easement Act, Alaska Statute 34.17.010 - 34.17.060, and under common law.

RECITALS:

1. Grantor is the owner in fee simple of the tract or parcel of land (hereinafter "the Property") situated within:

That part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-One (21), Township One (1) South, Range One (1) East, Fairbanks Meridian, more fully described in the Warranty Deed dated January 15, 1979, from Carl Pederson, Grantor, to Roger G. McPeak, Grantee, recorded January 19, 1979 in Book 135, Page 919, Fairbanks Recording District (Tax Lot 2131).

2. Past use of the Property caused groundwater and soil contamination from hazardous substances, including lead and polychlorinated biphenyls (PCBs). The Property is listed on the United States Environmental Protection Agency's (EPA's) National Priorities List as the Arctic Surplus Superfund Site. EPA has issued a 1995 Record of Decision (ROD) and 2003 Explanation of Significant Differences (ESD) for environmental cleanup of the Property.

3. Cleanup activities were conducted to prevent exposure to and migration of contaminants in the soil and groundwater. The cleanup was based on industrial and commercial land use only. Because of remaining levels of lead and PCB contamination and a low risk that ordnance and explosive waste remain on the Property, residential use is not allowed. Institutional controls are required in order to provide long-term maintenance, sampling and repair of the remedy, to restrict land use that could damage the remedy or cause human exposure to contaminants, and to inform future owners of the cleanup remedy and restrictions.

4. The purpose of this easement is to place institutional controls on the Property through a Conservation Easement under the Uniform Conservation Easement Act and common law, to grant the easement to the State and a third party right of enforcement (including access) to the United States in order to protect and maintain the cleanup remedy, to protect natural resources, water quality and the environment, and to protect human health and safety.



2 of 6

2004-023882-0

The United States, through the Environmental Protection Agency, under its third party right of enforcement will be responsible for oversight of the remedy including enforcement of the prohibited and required activities contained in this easement. Nothing herein limits the State's authority to enforce this Conservation Easement.

PROHIBITED ACTIVITIES:

5. Unless otherwise specifically authorized in writing by the United States, through the Environmental Protection Agency (EPA), the following listed activities are prohibited:

- a. Damaging or interfering with groundwater monitoring wells or other structures or systems designed to monitor groundwater contamination.
- b. Placing wells and using groundwater for drinking water, dewatering, or other uses, unless approved in writing. This prohibition does not apply to wells used to monitor contamination.
- c. Transporting soil off-site, unless approved in writing. This does not prohibit using the Property for commercial or industrial purposes that do not cause a risk of exposure to contaminants or a health and safety risk.
- d. Residential or agricultural use or similar uses causing exposure to contaminants, such as daycare or school facilities, or other residency-type use. These limitations exist as long as contamination exceeds levels allowed by State or Federal law for residential use, or unless approved in writing.

REQUIRED ACTIVITIES:

6. Unless otherwise specifically authorized in writing by EPA, the following listed activities are required:

- a. Giving notice to EPA within a reasonable time that restricted activities have occurred or are occurring.
- b. Notifying local authorities (Fairbanks North Star Borough, Department of Emergency Operations (907)459-1481 or Alaska State Troopers (907) 451-5100) if ordnance-related material is discovered.
- c. Including the following language in any Instrument conveying an interest in the Property:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO A CONSERVATION EASEMENT, DATED \_\_\_\_\_, RECORDED IN THE PUBLIC LAND RECORDS ON (date), IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, IN FAVOR OF THE STATE OF ALASKA, AND WITH A THIRD-PARTY RIGHT OF ENFORCEMENT GRANTED TO THE UNITED STATES AND ITS AUTHORIZED REPRESENTATIVES.

- d. Granting access during reasonable hours (or if there is an emergency or incident that could damage the cleanup remedy) to authorized representatives of the State and the United States. This right of entry is granted for the following purposes: monitoring, maintaining and repairing wells and the soil remedy; responding to



reports of ordnance and explosive waste; and investigating violations and enforcement of the restrictions listed above.

GENERAL PROVISIONS:

7. This Conservation Easement is for the benefit of the Grantee and conveys to the State, acting through its agencies and authorized representatives, this easement. It also conveys a third party right of enforcement to the United States.

8. This Conservation Easement shall apply to the real property described above and to any grant or other property interest given that covers or describes the Property or any part of the Property. By accepting a grant, lease or any other property interest, each grantee, lessee, or party accepting a property interest (and each of their heirs, successors, transferees or assignees) agrees with Grantors and each other to be bound by the provisions of this Conservation Easement.

9. This Conservation Easement shall run with the land in perpetuity and is binding upon Grantor, and his heirs, successors, and assigns. Following EPA's written notification that the provisions herein are no longer required by EPA to protect human health and the environment, the State may terminate the Conservation Easement by recording a Release of Conservation Easement.

10. Grantor hereby covenants that he is lawfully seized of the Property, in fee simple, has good and lawful right and power to convey the same, and will warrant and defend the Conservation Easement.

11. This Conservation Easement shall be interpreted and governed by the laws of the State of Alaska. Any ambiguities shall be construed to accomplish the purpose for which the Conservation Easement was granted. A determination that any provision or application to any person or circumstance is invalid shall not affect any other provision or application.

12. These provisions shall not be waived due to non-enforcement, violation, or breach of any provision.

13. Prior to granting any approvals under the Conservation Easement, EPA shall consult with the Alaska Department of Environmental Conservation to ensure compliance with applicable state statutes.

14. Required notices shall be in writing and be shall hand carried or sent by first class mail (unless otherwise agreed by the Parties) to the following addresses:

To Grantors:  
Roger McPeak  
P.O. Box 58076  
Fairbanks, AK 99709

To Grantee:  
Dept. of Natural Resources  
Div. of Mining, Land & Water  
Realty Services Section  
550 W.7<sup>th</sup> Ave., Ste. 1050  
Anchorage, AK 99501-3579



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2004-023882-0

To the United States:  
Director, Office of Environmental Cleanup  
United States Environmental Protection Agency  
Region 10  
1200 Sixth Avenue  
Seattle, WA 98101

In addition, the owner of the Property shall serve a copy of this Instrument either personally or by first class mail (certified with return receipt) to all persons, if any, holding a financial interest in the Property.

IN WITNESS THEREOF Grantor and Grantee have set their hand on this 9 day of October, 2003.

SIGNATURE: Roger M. [Signature]  
Grantor

GRANTOR'S ACKNOWLEDGMENT: (notary) Veronica L. Garrison

NOTARY PUBLIC  
Veronica L. Garrison  
STATE OF ALASKA  
My Commission Expires: 7/4/06

ACCEPTANCE

Pursuant to AS 38.05.035(a)(12), the State of Alaska hereby accepts this CONSERVATION EASEMENT conveying to the State of Alaska, its successors in administrative function and assigns, the interest in the Property described herein.

Dated: 9/27/04

STATE OF ALASKA  
Department of Natural Resources  
By: [Signature]  
Director, Division of  
Mining, Land & Water.

AFTER RECORDING RETURN TO:

State of Alaska, Department of Natural Resources  
Realty Services Section/State Selections  
550 West 7th Avenue, Suite 1050 A  
Anchorage, AK 99501-3579



6 of 8

2004-023882-0



30121 1318

BOOK 501 PAGE 0478

2101 in W2SW4  
2101 in E2SW4

vest  
2101

DEED IN LIEU OF FORECLOSURE

The Grantors, ROGER G. Mc PEAK and BETTY McPEAK, of Fairbanks, Alaska, for and in consideration of Ten and No/Hundredths (\$10.00) Dollars and other good and sufficient consideration, in hand paid, convey and warrant to CARL PEDERSON, whose address is 12005 Waller Road East, Tacoma, Washington 98466, the following described real estate situated in the State of Alaska:

See Annexed Exhibit A.

This deed is an absolute conveyance, the Grantors having sold the described land to the Grantee for a fair and adequate consideration, such consideration in addition to that above recited, being full satisfaction of all obligations secured by the deed of trust executed by Roger G. McPeak and Betty McPeak, as Trustors, to Transamerica Title Insurance Company, as Trustee, and Carl Pederson and Mabel Pederson, as beneficiaries, dated August 24, 1976, and recorded October 8, 1976, as Instrument No. 76-18362 in Volume 53 of Mortgage Records at Page 593, Records of the Fairbanks Recording District.

Grantors declare that this conveyance is freely and fairly made, and that there are no agreements, oral or written, other than this deed between Grantors and Grantee with respect to the described land.

DATED this 16 day of October, 1986.

Roger G. McPeak  
Roger G. McPeak

Betty McPeak  
Betty McPeak

STATE OF ALASKA )  
                          ) ss:

THIS IS TO CERTIFY that on this 16 day of October, 1986, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Roger G. McPeak and Betty McPeak, to me known to be the persons described in and who executed the within and foregoing Deed in Lieu of Foreclosure, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

Ulma Seiler  
Notary Public for Alaska  
My commission expires: 4-21-87

Return to:

LAW OFFICES OF  
RICHARD R. COLE  
SUITE 102  
1220 AIRPORT WAY  
FAIRBANKS, AK 99701  
454-8876

PARCEL 1: A portion of the Northwest 1/4 of the Southwest 1/4 of Section Twenty-One (21), Township One (1) South, Range One (1) East, Fairbanks Meridian, described as follows:

BEGINNING at the Northeast corner of said Northwest One Quarter (NW 1/4) of Southwest One Quarter (SW 1/4); Thence South 0°08" East along the East line of said 1/16 Section to an intersection of this line with the North limit of the Alaska Railroad right-of-way; Thence North 70°49" West along said railroad to its intersection with the Badger Road right-of-way; Thence in a Northerly direction along the Badger Road right-of-way to its intersection with a line from the point of beginning on a bearing of North 89°56" West; Thence along said line, to the point of beginning.

EXCEPT any portion lying within the 200 foot wide railroad right-of-way.

Situated in the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

*TU  
2101*

WESTERN 100 FEET STRIP: A parcel of land within the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-One (21), Township One (1) South, Range One (1) East, Fairbanks Meridian and being a portion of that parcel described in Deed Book 135, Page 918 recorded on January 19, 1979 in the Fairbanks Recording District, more particularly described as follows:

Beginning at the Northwest Corner of said Northeast Quarter (NE 1/4); Thence in a southerly direction along the west side line of said Northeast Quarter (NE 1/4) approximately 937 feet to the Northeast boundary of the Right-of-way of the Alaska Railroad;

Thence in a southeasterly direction along the Northeast boundary of said Right-of-way to a point 100 feet east of said West side line of said Northeast Quarter (NE 1/4) approximately 916.0 feet to a point on the northline of said Northeast Quarter (NE 1/4);

Thence West along the aforementioned northline 100 feet to the point of beginning.

*bad legal*

*88-23612  
13-enc*

FAIRBANKS REC. DISTRICT

OCT 21 11 02 AM '85

REQUESTED BY

ADDRESS 447015

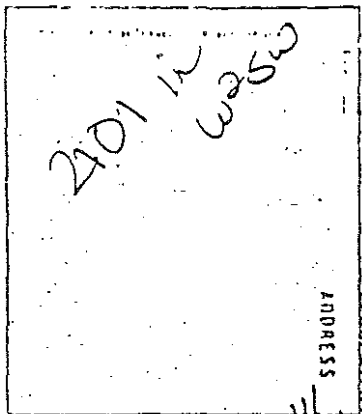
*Richard Cole 2302  
1255 Airport Hwy  
Fairbanks, AK 99701*



Pioneer National Title Insurance Company  
WASHINGTON TITLE DIVISION

Filed for Record at Request of

Doc. No. \_\_\_\_\_  
TO \_\_\_\_\_  
\_\_\_\_\_



281 704

RECORDS & REVENUE  
FAIRBANKS REC. DISTRICT

SEP 6 2 09 PM '74

ADDRESS: 3301 Bennett  
Fairbanks, Alaska  
QUESTIONS: Bill Ruppel

74-16570  
S.00

### Quit Claim Deed

THE GRANTOR, HELEN M. BENTLEY, AN UNMARRIED WOMAN,

for and in consideration of TEN AND NO/100 DOLLARS (\$10.00)

do hereby grant with force and effect to THE BANK OF CALIFORNIA, N.A. and CLIFFORD C. HURLEY, as successor Co-Trustees of the Bentley Family Trust also known as Bentley Trust, all that real estate, situated in the ~~XXXXXX~~ Fairbanks Recording District, Fourth Judicial District,

State of ~~XXXXXX~~ <sup>Alaska</sup> including any interest therein which grantor may hereafter acquire, any right, title and interest in order to perfect title to the following described:

All that land lying and being situate in Fairbanks Recording Precinct situated in the NW 1/4 SW 1/4, Section 21, Township 1 South, Range 1 East, Fairbanks Meridian, more particularly described as follows: Commencing at the section corner common to Sections 16, 17, 20 and 21 proceed S 89° 56' E a distance of 1321.32 feet; thence S 0° 08' E 2640 feet to the northeast corner of the tract of land, the true Point of Beginning; thence S 0° 08' E to the intersection of this line with the North limit of The Alaska Railroad right of way; thence N 70° 49' W along said right of way to its intersection with the Badger Road right of way; thence in a northerly direction along the Badger Road right of way to its intersecting with a line from the point of beginning on a bearing of N 89° 56' W; thence along said line to the point of beginning.

Dated this 27th day of August, 1974.

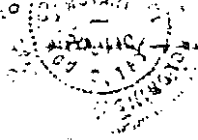
By: *Helen M. Bentley*  
Helen M. Bentley

STATE OF WASHINGTON,  
County of King

On this day personally appeared before me, Helen M. Bentley

to me known to be the individual described in and who executed the within and foregoing instrument, and she stated the same as her free and voluntary act and deed, for the purposes herein mentioned.

Witness my hand and official seal this 27th day of August, 1974.



*Mary A. Bentley*  
Notary Public for the State of Washington,  
Residing at Seattle

13W  
9E

BOOK 253

Fairbanks Recording District

EASEMENT DEED

DEED

THIS INSTRUMENT, made and entered into by and between the UNITED STATES OF AMERICA, acting through the Secretary of the Air Force under and pursuant to the powers and authority contained in the Alaska Communications Disposal Act approved November 14, 1967 (81 Stat. 441-444) (40 USC 771-792), and the delegation of authority to the Secretary of the Air Force from the Deputy Secretary of Defense dated October 25, 1968, and the redelegation of authority from the Secretary of the Air Force to the Deputy for Transportation and Communications dated June 25, 1970, Party of the First Part, and RCA Alaska Communications, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Alaska and duly authorized to do business in the State of Alaska, with principal office located at Anchorage, Alaska, Party of the Second Part;

WITNESSETH:

DO NOT REMOVE

RECORDED-FILED  
FAIRBANKS REC.  
DISTRICT  
APR 20 9 33 AM '71  
REQUESTED BY:  
ADDRESS:

WHEREAS, the President has approved the transfer of the facilities conveyed by this deed; and

WHEREAS, the Secretary of the Interior has consented to the transfer of interests in public land, conveyed by this deed; and

WHEREAS, under and pursuant to the delegation of authority cited above, the Secretary of the Air Force has determined that the United States does not need to retain the property involved in the transfer for national defense purposes; the transfer is in the public interest; the person to whom the transfer is made is prepared and qualified to provide, without interruption, the communication service involved in the transfer; and the long-line communication facilities will not directly or indirectly be owned, operated or controlled by a person who would legally be disqualified by subsection 310(a) of the Communication Act of 1934, as amended, from holding a radio station license; and

WHEREAS, the said Party of the Second Part has obtained the requisite licenses and certificates of convenience and necessity to operate interstate and intrastate commercial communications in Alaska from the appropriate Governmental regulatory bodies; and

WHEREAS, all the requirements of Title II of the said Alaska Communications Disposal Act have been met in connection with the real estate and interest therein conveyed by this deed; and

WHEREAS, under and pursuant to the provisions of the Act and delegations cited above the Party of the First Part and the Party of the Second Part did enter into a contract dated December 31, 1969 for the sale and transfer of the Government-owned long-line communication facilities in the State of Alaska as defined in said Act, which contract fixes and imposes the obligations of the parties relative thereto;

NOW THEREFORE, in consideration of the payment of the sum of Eighty One Thousand Nine Hundred Fourteen Dollars (\$81,914.00)

under said contract and assumption by the Party of the Second Part of all other obligations fixed and imposed by said contract, the Party of the First Part does hereby grant, bargain, sell and convey, without warranty, unto the Party of the Second Part, its successors and assigns, an easement and right-of-way to operate, maintain, repair and patrol an overhead open wire and underground communication line or lines, and appurtenances thereto, in, on, over and across the real estate lying, situated and being within the Fairbanks Recording District, Fourth Judicial District, State of Alaska, and described on Exhibit A, attached to and made a part hereof; reserving, however, to the Party of the First Part, its successors and assigns all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights hereby granted.

Return to  
RCA  
629 E St  
Anch, Alaska  
att: Arthur R. Co

THIS GRANT of easement is subject to the following special conditions, and the Party of the Second Part, by its acceptance of this easement deed, agrees to adhere to said conditions in its exercise of the rights and privileges hereby granted:

1. In operating, maintaining or reconstructing the long lines for which this easement is granted, the Party of the Second Part shall comply with the following requirements of the Bureau of Land Management, United States Department of the Interior, acting through its Authorized Officer, the Alaska State Director or such representative as he may designate, hereinafter called "State Director"

a. Any reconstruction of the long lines shall be approved in advance by the State Director and performed according to such rules as he may provide.

b. Any property or land damaged or destroyed by the Party of the Second Part during operation, maintenance or reconstruction of the long lines shall be restored by the Party of the Second Part, as soon as practicable, to a condition which in the State Director's judgment, equals its condition immediately prior to such damage or destruction.

c. Ingress and egress over adjacent land of the Party of the First Part shall be in accordance with conditions and standards prescribed by the State Director.

**DO NOT REMOVE**  
d. The Party of the Second Part shall permit unrestricted public access to and within the easement boundaries for lawful and proper uses except that the Party of the Second Part may designate areas as restricted from public access with approval of the State Director.

e. The Party of the Second Part shall take all necessary measures to prevent and suppress fires on the easement and on the Party of the First Part's lands, complying with all applicable laws and regulations and with the instructions of the State Director. All roads and trails needed for fire protection shall be kept free of slash.

f. The Party of the Second Part shall mark and protect all survey monuments within or near the easement against obliteration, damage or destruction. If any monuments, corners or accessories are obliterated, damaged or destroyed, the Party of the Second Part shall hire a registered land surveyor to restore them by surveying procedures in accordance with the "Manual of Instructions for the Survey of Public Lands of the United States, 1947 ed." and shall record such survey as appropriate. The Party of the Second Part shall comply with any additional requirements for protection of monuments, corners and bearing trees as may be prescribed by the State Director.

g. The Party of the Second Part shall conduct its activities in a manner to prevent pollution of land and water, thereby protecting aquatic and terrestrial life.

(1) Only non-persistent and immobile pesticides and herbicides shall be used, as approved by the State Director.

(2) The Party of the Second Part shall not release toxic material or sediments in any lake or water drainage in such concentrations as would adversely affect water quality. The Party of the Second Part shall make every effort to protect water bodies from damage by erosion and unnatural drainage conditions. Criteria for compliance will be the "Alaska State Plan - Water Quality Standards for Interstate Waters within the State of Alaska" as revised.

(3) Temporary access over stream banks shall be through use of fill ramps rather than by excavating the banks. The Party of the Second Part shall remove such ramps upon termination of use.

(4) All waste generated by the Party of the Second Part's activities shall be removed from the easement and from the Party of the First Part's lands and disposed of, in a manner acceptable to the State Director. The term waste includes, but is not limited to, trash, garbage, oil drums, petroleum products, ashes and equipments.

h. The Party of the Second Part shall conduct all activities with minimum disturbance to vegetation. The Party of the Second Part shall not disturb the surface soil or its vegetative cover unless absolutely necessary for access, maintenance or other activities. Necessary cuts and fills shall be sloped and all disturbed areas seeded or sodded with adaptable plants to prevent erosion. Berm piles are not permitted.

i. Trees which must be cut from the easement shall be cut no higher than six inches above ground with the limbs and branches removed. All logs or combustible material not utilized by the Party of the Second Part will be removed from the lands of the Party of the First Part, including the right-of-way, or disposed of as otherwise directed by the State Director.

j. The Party of the Second Part shall maintain the easement to provide for soil stability and to preserve the natural scenic values. This includes, but is not limited to, revegetation of cuts and fills with grass, trees or appropriate cover and/or use of other accepted screening to maintain and enhance the aesthetic value in scenic areas.

k. If in connection with any operation under this easement, the Party of the Second Part discovers or previously unknown archeological, paleontological or historical sites, the Party of the Second Part shall immediately notify the State Director and take such measures as he may prescribe to preserve the sites.

2. This easement may be terminated by the Party of the First Part, upon reasonable notice to the Party of the Second Part, for nonuse for a period of two years or for abandonment. The nonuse two-year period may be extended by the Party of the First Part with justification from the Party of the Second Part. Upon such termination, the Party of the Second Part shall remove such facilities as it may have erected or constructed on the easement and restore the easement to a condition satisfactory to the Party of the First Part. If the Party of the Second Part fails or refuses to remove such facilities and so restore the easement, the Party of the First Part shall have the option either to take over such facilities as the property of the Party of the First Part without compensation, or to remove said facilities and perform said restoration of the easement at the expense of the Party of the Second Part. In no event shall the Party of the Second Part have any claim for damages against the Party of the First Part on account of such removal or restoration.

3. The Party of the First Part shall not be responsible for any damages to property or injuries to persons arising from the Party of the Second Part's use of this easement, or for damages to the property or injuries to the person of the Party of the Second Part's officers, agents, servants or employees, or others who may be on said premises at the invitation of the Party of the Second Part, arising from governmental activities; and the Party of the Second Part shall hold the Party of the First Part harmless from any and all such claims.

4. Notwithstanding the above conditions, the following conditions shall apply only to those lands identified as MILITARY LANDS in the aforementioned Exhibit A:

a. The hereinabove written conditions, Numbers 1 through 3, shall apply to those lands identified as Military Lands EXCEPT that Condition No. 1d shall not be applicable to those lands identified as Military Lands.

b. The "State Director" referred to in Condition No. 1 shall mean the Installation Commander having immediate jurisdiction over the affected Military Lands and hereinafter called "Installation Commander".

c. Operation and maintenance activities within the easement shall be accomplished without cost or expense to the United States under the general supervision and subject to the approval of the Installation Commander and in such manner as not to endanger personnel or property of the United States on the said land or obstruct travel on any road thereon.







TOWNSHIP 2 SOUTH, RANGE 1 EAST, of the FAIRBANKS MERIDIAN

- SECTION 1: Within Richardson Hwy thru Govt Lots 16, 14, 13 & 12
- SECTION 2: Within Richardson Hwy thru Govt Lot 1

TOWNSHIP 1 SOUTH, RANGE 1 EAST, of the FAIRBANKS MERIDIAN

- SECTION 35: NW1/4 of the SE1/4  
N1/2 of the SW1/4  
S1/2 of the NW1/4  
NW1/4 of the NW1/4  
Within Richardson Hwy thru Govt Lots 10 & 7
- SECTION 34: NE1/4 of the NE1/4
- SECTION 27: S1/2 of the SE1/4  
NW1/4 of the SE1/4  
W1/2 of the NW1/4  
Within Richardson Hwy thru Govt Lot 5
- SECTION 28: N1/2 of the NE1/4
- SECTION 21: SE1/4  
E1/2 of the SW1/4

**DO NOT REMOVE**

PART NO. 4

MILITARY LANDS (Fort Jonathan M. Wainwright).

COMMENCING at the southwest corner of said Section 11; thence north 475 feet on the west line thereof to the southwest (SW) corner of a parcel of land known as the Fairbanks ACS Communications Station; thence South 62°27' East, a distance of 200 feet on the boundary line thereof to the TRUE POINT OF BEGINNING;

- Thence S. 19°30' W., a distance of 100 feet;
- Thence S. 89°56' W., a distance of 4725 feet;
- Thence S. 35°00' E., a distance of 300 feet;
- Thence S. 45°00' E., a distance of 675 feet;
- Thence S. 61°00' E., a distance of 275 feet;
- Thence S. 89°56' E., a distance of 4225 feet;
- Thence S. 54°00' E., a distance of 1350 feet;
- Thence S. 81°30' W., a distance of 200 feet;
- Thence S. 02°15' W., a distance of 175 feet;
- Thence S. 81°45' E., a distance of 1550 feet;
- Thence S. 74°30' E., a distance of 825 feet;
- Thence S. 81°45' E., a distance of 8050 feet;
- Thence N. 08°15' E., a distance of 200 feet;
- Thence N. 84°15' E., a distance of 1150 feet;
- Thence S. 83°15' E., a distance of 1300 feet;
- Thence S. 71°30' E., a distance of 3050 feet to a point on the east

of the west half (W1/2) of the southwest quarter (SW1/4) of said Section said line also being the east boundary of Fort Jonathan M. Wainwright Ar Military Installation.

Said side lines of Part No. 4 are to be prolonged or shortened so as terminate on said boundary lines.

*5-2-84  
(see attached  
map)*

BOOK 126 PAGE 245

Fairbanks Recording District

GOLDEN VALLEY ELECTRIC ASSOCIATION, INC.  
FAIRBANKS, ALASKA

EASEMENT DEED

FAIRBANKS

Serial No. 61-1852

The undersigned, CARLOS PERKINS  
of FAIRBANKS

Alaska, hereby grant, bargain, sell and convey unto GOLDEN VALLEY ELECTRIC ASSOCIATION, INC., an Alaska cooperative corporation, and to its licensees, successors and assigns, for one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, a right of way and easement for the creation and continued operation, maintenance, repair, alteration, inspection and replacement of the electric transmission and distribution lines of said grantee, attached to poles or other supports, together with guys, crossarms, and other attachments and incidental equipment thereon, including other circuits on the same poles, and appurtenances over, on and across the following premises, belonging to the grantor, in the Fairbanks Recording District, State of Alaska, to-wit:

Portion of the E<sub>13W</sub>, Section 21, T13, R1E, F.M. - .62 acre  
Known as Tract #1

Easement given for existing lines only.

Together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right from time to time to control, cut, trim, and remove trees, brush, overhanging branches, and other obstructions which may injure or interfere with the grantee's use, occupation, or enjoyment of this easement and the operation, maintenance, and repair of grantee's electrical system.

TO HAVE AND TO HOLD said easement, together with the appurtenances and privileges thereto incident unto said grantee, its successors and assigns, forever.

Executed and delivered this 10th day of March, 1961

FAIRBANKS RECORDING DISTRICT

Date MAR 24 1961 Time 9:30 A.M.

Carlos Perkins (Seal)

Requested by GOLDEN VALLEY ELECTRIC ASSN. INC.

Address Sullivan St  
City (Seal)

STATE OF ~~KANSAS~~ OKLAHOMA )  
COUNTY OF ~~OSAGE~~ CARTER ) ss.

This is to certify that on this 10th day of March, 1961, before me, the undersigned, a notary public in and for the State of Oklahoma, duly commissioned and sworn, personally appeared Carlos Perkins to me known and known to me to

be the identical individual/s mentioned in and who executed the foregoing instrument, and he acknowledged to me that he signed and sealed the same freely and voluntarily for the uses and purposes therein specified.

Witness my hand and official seal on the day in this certificate above written.



Pauline Fisher  
Notary Public in and for the State of Oklahoma  
My commission expires January 7, 1964

BOOK 126 PAGE 53

Fairbanks Recording District

GOLDEN VALLEY ELECTRIC ASSOCIATION, INC.  
FAIRBANKS, ALASKA

EASEMENT DEED

FAIRBANKS

Serial No. 61-1557

This instrument, Harold R. Allen and Alice L. Allen  
of Fairbanks

Alaska, hereby grant, bargain, sell and convey unto GOLDEN VALLEY ELECTRIC ASSOCIATION, INC., an Alaska cooperative corporation, and to its licensees, successors and assigns, for one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, a right of way and easement for the erection and continued operation, maintenance, repair, alteration, inspection and replacement of the electric transmission and distribution lines of said grantee, attached to poles or other supports, together with guys, crossarms, and other attachments and incidental equipment thereon, including other circuits on the same poles, and appurtenances over, on and across the following premises, belonging to the grantor, in the Fairbanks Recording District, State of Alaska, to-wit:

Portion of the E13W1/2, Section 21, T1S, R1E, P.M. - 1.38 acres  
Known as Tracts #2 & #3.

Easement given for existing lines only.

Together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right from time to time to control, cut, trim, and remove trees, brush, overhanging branches, and other obstructions which may injure or interfere with the grantee's use, occupation, or enjoyment of this easement and the operation, maintenance, and repair of grantee's electrical system.

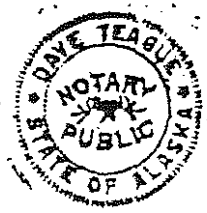
TO HAVE AND TO HOLD said easement, together with the appurtenances and privileges thereto incident unto said grantee, its successors and assigns, forever.

Executed and delivered this 8th day of March, 1961  
RECORDED  FILED   
FAIRBANKS RECORDING DISTRICT  
Date: MAR 15 1961 Time: 9:59 P. (Seal)  
Prepared by: GOLDEN VALLEY ELECTRIC ASSN, INC.  
Address: Fairbanks, Alaska (Seal)

STATE OF ALASKA  
Fairbanks RECORDING DISTRICT ) ss.

This is to certify that on this 8th day of March, 1961, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared Harold R. Allen and Alice L. Allen to me known and known to me to be the identical individuals mentioned in and who executed the foregoing instrument, and they acknowledged to me that they signed and sealed the same freely and voluntarily for the uses and purposes therein specified.

Witness my hand and official seal on the day in this certificate above written.



Dave Teague  
Notary Public in and for the State of Alaska  
My commission expires 9-14-63

Vol. 117 Page 180

NE 1/4 SW 1/4

Right-of-Way Easement

KNOW ALL MEN BY THESE PRESENTS, that I/we the undersigned,

ALASKA REDI-MIX, INC.

for a good and valuable consideration, the receipt whereof is hereby acknowledged do hereby grant unto Golden Valley Electric Association, a cooperative corporation, whose post office address is Fairbanks, Alaska, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the Fourth Division, State of Alaska, and more particularly described as follows:

A 15 FT. RIGHT-OF-WAY PARALLEL TO 1/4 SECTION LINE RUNNING EAST-WEST IN THE NE 1/4 SW 1/4 SECTION 21, T15, R1E, E.M.

and to construct, operate and maintain on the above-described lands and/or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, to cut, trim and control the growth by chemical means, machinery or otherwise, trees and shrubbery that may interfere with, or threaten to endanger the operation and maintenance of said line or system, including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed.

The undersigned covenant that the owner/s of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 27th day of May, 1960

ALASKA REDI-MIX, INC.
Holt M. Derickson (S)
Charlotte Maskey (LS)

Signed, sealed and delivered in the presence of:

\_\_\_\_\_

Instrument No. 60-5309
Filed for GOLDEN VALLEY ELECTRIC ASSN INC.
By R. Burgess
on JUL 11 1960 at 5:38 P.M.
and recorded Vol 117 Page 180

UNITED STATES OF AMERICA }
STATE OF ALASKA }

On this 27th day of MAY, 1960, before me, the undersigned, a Notary Public for the State of Alaska, personally appeared HOLT M. DERICKSON AND CHARLOTTE MASKEY to me personally known and known to me to be the particular individual named in, and who executed the foregoing instrument and THEY acknowledged to me that THEY signed the same freely and voluntarily and for the purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal this 27th day of MAY, 1960



Thomas C. Smith
NOTARY PUBLIC in and for the State of Alaska
My Commission expires Oct 20, 1962

7/11/60

RIGHT-OF-WAY EASEMENT

Vol 112 Page 359

KNOW ALL MEN BY THESE PRESENTS, THAT WE THE UNDERSIGNED,

CARL PETERSON AND JOHN PARKS

FOR A GOOD AND VALUABLE CONSIDERATION, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED DO HEREBY GRANT UNTO GOLDEN VALLEY ELECTRIC ASSOCIATION, A COOPERATIVE CORPORATION, WHOSE POST OFFICE ADDRESS IS FAIRBANKS, ALASKA, AND TO ITS SUCCESSORS OR ASSIGNS, THE RIGHT TO ENTER UPON THE LANDS OF THE UNDERSIGNED, SITUATED IN THE FOURTH DIVISION, STATE OF ALASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE NW 1/4 OF THE SW 1/4 OF SECTION 21, T1S, R1E, F.M.

AND A PORTION OF THE E 1/2 SW 1/4 OF SECTION 21, T1S, R1E, F.M.

TO CONSTRUCT, OPERATE, AND MAINTAIN A DISTRIBUTION AND TRANSMISSION LINE ALONG THE WESTERN BOUNDARY OF THE ABOVE DESCRIBED PROPERTY. ADDITIONAL SERVICE LINES ONLY AS OWNER REQUESTS. THESE LINES TO BE CONSTRUCTED UPON IDENTICAL POLES AND SHOULD NOT HAVE A GROUND CLEARANCE OF LESS THAN THIRTY FEET.

THE UNDERSIGNED COVENANT THAT THEY ARE THE OWNERS OF THE ABOVE DESCRIBED LANDS AND THAT THE SAID LANDS ARE FREE AND CLEAR OF ENCUMBRANCES AND LIENS OF WHATSOEVER CHARACTER EXCEPT THOSE HELD BY THE FOLLOWING PERSONS:

None

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE SET THEIR HANDS AND SEALS THIS 3rd

DAY OF May, 1960.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Roger C. Buzgoff

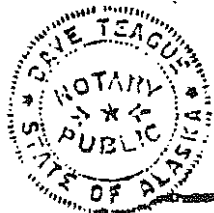
Carl Peterson (S)  
John Parks (S)

UNITED STATES OF AMERICA } 33  
STATE OF ALASKA

ON THIS 3rd DAY OF May, 1960, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF ALASKA, PERSONALLY APPEARED John Parks & Carl Peterson TO ME PERSONALLY KNOWN AND KNOWN TO ME TO BE THE PARTICULAR INDIVIDUAL NAMED IN, AND WHO EXECUTED THE FOREGOING INSTRUMENT AND they ACKNOWLEDGED TO ME THAT they SIGNED THE SAME FREELY AND VOLUNTARILY AND FOR THE PURPOSES THEREIN MENTIONED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL THIS

3rd DAY OF May, 1960.



Dave Teague  
NOTARY PUBLIC IN AND FOR THE  
STATE OF ALASKA

60-2176 My Commission Expires 9-14-63  
Filed by GOLDEN VALLEY ELECTRIC ASSN, INC.  
By R. Buzgoff  
on MAY 7 1960 at 9:21 A.M.  
and recorded in Vol. 112 of Books  
Page 359  
Ray J. King

which reference is hereby made. And the said parties of the first part do covenant and agree with the parties of the second part that they are the lawful owners of said premises; and that they have the legal right to sell the same and do by these presents warrant and will forever defend the above-described premises, and every part and parcel thereof, with the appurtenances unto the said parties of the second part, their heirs and assigns, against any and all persons, claiming any right, title or interest therein adverse to the said parties of the second part, in the quiet and peaceable possession thereof.

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands and seals the day and year first hereinabove written.

Executed in the presence of: Warren A. Taylor  
Katherine Darnelle Bud F. Meyeres  
Bertha M. Thomson Gradelle Leigh  
Parties of the First Part

UNITED STATES OF AMERICA )  
 ) ss.  
 TERRITORY OF ALASKA )

THIS IS TO CERTIFY THAT before me, the undersigned, a Notary Public in and for the Territory of Alaska, duly commissioned and sworn, personally appeared Gradelle Leigh, Bud F. Meyeres and Warren A. Taylor, all to me personally known and known to me to be the particular individuals named in and who executed the foregoing instrument and they acknowledged to me that they signed the same freely and voluntarily and for the purpose therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal this 18th day of August, 1948.

(N. P. Seal) Bertha M. Thomson  
Notary Public in and for Alaska. My  
Commission expires: July 29, 1952.

Filed for Record: July 13, 1949 at 25 min. past 4 P. M.  
Clinton B. Stewart, Recorder  
By, Marie D. Gorman, Deputy

113,944 ✓  
Fairbanks 03704

4-1040  
(October 1948)

39x188

THE UNITED STATES OF AMERICA,  
To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the District Land Office at Fairbanks, Alaska, is now deposited in the Bureau of Land Management, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the

7-13-49

39 x 189

Acts supplemental thereto, the claim of Francis C. Schoentrup has been established and duly consummated, in conformity to law, for the following-described land:

Fairbanks Meridian, Alaska,

T. 1 S., R. 1 E.,  
Sec. 21, E $\frac{1}{2}$ SW $\frac{1}{4}$ .

The area described contains 80 acres, according to the Official Plat of the Survey of the said land, on file in the Bureau of Land Management.

NO. KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant the tract of land above described; TO HAVE AND TO HOLD the said tract of land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts; and there is reserved from the land hereby granted a right-of-way thereon for ditches or canals constructed by the authority of the UNITED STATES.

And there is also reserved to the UNITED STATES a right-of-way for the construction of railroads, telegraph and telephone lines in accordance with the Act of March 12, 1914 (38 Stat. 305).

Excepting, however, from the conveyance that certain highway, pipe line and telephone line and all appurtenances thereto, constructed by the UNITED STATES through, over, or upon the land herein described, and the right of the UNITED STATES, its officers, agents, or employees to maintain, operate, repair, or improve the same so long as needed or used for or by the UNITED STATES.

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat., 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the TWENTY-FOURTH day of JUNE in the year of our Lord one thousand nine hundred and FORTY-NINE and of the Independence of the United States the one hundred

and SEVENTY-THIRD.

(Bureau of Land Management Seal)

Patent No. 1126420

For the Director, Bureau of Land Management.

By Jas. F. Homer Chief, Patents Section.

Filed for Record: July 13, 1949 at 32 min. past 4 P. M.

Clinton B. Stewart, Recorder  
By, Marie D. Gorman, Deputy

113.948

(U.S.I.R. Cancelled Stamps \$9.90)

THIS INDENTURE, Made the 12th day of July in the year of our Lord one thousand nine hundred and forty nine BETWEEN OFFICE OF TERRITORIAL COMMISSIONER OF VETERANS' AFFAIRS, a duly created agency of the Territory of Alaska, the party of the first part, and HAROLD W. RICHARDSON and ALMA V. RICHARDSON, as tenants by the entirety, with full rights of survivorship, the parties of the second part,

WITNESSETH: That said party of the first part, for and in consideration of the sum of TEN (\$10.00) DOLLARS, Legal Tender of the United States of America, to it in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, remised, released and forever quit-claimed and by these presents do grant, bargain, sell, remise, release and forever quit-claim unto the said parties of the second part, and to their heirs and assigns the following described real estate situated in the Fairbanks Recording Precinct, Territory of Alaska, to-wit:

All and entire Lot One (1) in Block Eight (8) of the subdivision of the Brandt Homestead, Fairbanks, Alaska, U. S. Survey No. 847, the same being a portion of the land embraced in U. S. Patent No. 898313, issued to Margaret Anna Brandt, and recorded in Volume 19 of Deeds at page 126, in the records of the recorder, Fairbanks, Alaska, together with the frame dwelling house and all other improvements situate thereon.

TO HAVE AND TO HOLD, all and singular the said premises, together with the a ourtenances and privileges thereto incident, unto the said parties of the second part, and to their heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal, the day and year first above written.

Signed, sealed and delivered in the presence of

Office of Territorial Commissioner of Veterans' Affairs (SEAL)

E. P. McCarron  
A. P. Slichter

By Ellen H. Weir  
Acting Regional Director

UNITED STATES OF AMERICA )  
  ) SS  
TERRITORY OF ALASKA )

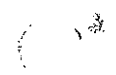
On this 12th day of July A. D. One thousand nine hundred and forty nine,





Nov 14  
Sun 21

31  
PAGE 512



**Attachment 7: FACT SHEET FOR OWNERS/POTENTIAL  
OWNERS/TENANTS OF ARCTIC SURPLUS SALVAGE YARD**

**FACT SHEET FOR  
OWNERS / POTENTIAL OWNERS / TENANTS OF  
ARCTIC SURPLUS SALVAGE YARD, Badger Road  
(TL-2101, TL-2111, TL-2112, TL-2113, TL-2131)**

**September 2013**

The Arctic Surplus Salvage Yard is a contaminated site which was removed from the United States Environmental Protection Agency's (EPA's) "Superfund" site list in 2006. Most of the soil contamination has been cleaned up and the sources of groundwater contamination were removed. A clean cover/cap and asphalt was placed over part of the site. The on-site groundwater contains trichloroethylene (TCE) and metals at levels below safe drinking water standards or regional background levels. The on-site soil is contaminated with polychlorinated biphenyls (PCBs) and lead at levels above residential standards. The contaminated soil lies beneath the ground surface. Additional information regarding the site and the cleanup activities is available at the Defense Logistics Agency (DLA) Disposition Services office located across the site (DLA Disposition Services, ¼ Mile Badger Road, Building 5010, Fort Wainwright, AK 99703. Telephone # 907-353-1160)

Since some contamination remains in the soil below the ground surface, there are restrictions to the use of the land. These restrictions, also known as "institutional controls", were agreed to by EPA, the Alaska Department of Environmental Conservation (ADEC) and DLA. These land-use restrictions are recorded in "conservation easements" which are attached to the tax lots (TL-2101, TL-2111, TL-2112, TL-2113 and TL-2131) and are recorded in the Fairbanks North Star Borough database (<http://www.co.fairbanks.ak.us/>). DLA is the designated Department of Defense lead agency at this site and as such, is responsible for enforcing the land-use restrictions. DLA conducts annual site inspections to verify the land use-restrictions and tests the groundwater at the site every five years.

It should be noted that the land-use restrictions run in perpetuity with the land, and are binding upon all present and future land owners, their heirs, successors, and assigns. This fact sheet answers frequently asked questions regarding the land-use restrictions and future use of the property.

**What does this mean to land owners/potential purchasers of these properties?**

The land will likely never be allowed for residential purposes or for agricultural uses. However, there are activities that can take place on this land, as long as they do not affect the soil and groundwater below the surface. Some of these activities are currently taking place at the site. Potential future activities include:

- A parking /storage lot for vehicles
- Above ground storage for items other than vehicles (Conex, etc.)
- An open-air market

The primary land-use restrictions are that there can be no ground-intrusive activities and that no wells (for any use of the groundwater), can be installed. If any of the restricted activities are taking place, the DLA or EPA is required to be notified immediately (see contact info below).

If you plan to conduct activities other than the pre-approved activities noted above, approval from DLA must be obtained before the activity starts. You should allow at least sixty (60) days for the approval process. The approval process is:

- Contact the DLA project manager at the phone number/email listed below. Please be prepared to present your request in writing to the DLA project manager. The following items should be noted in the written request:
  - Description of the intended activity/site use. Your intent must be clear and concise. Your proposal should be specific, to include quantities (i.e., how many storage units, how many people will have access to the site, proposed duration of the activity, etc.). The more information you include, the fewer questions there will be during the approval process;
  - How you intend to ensure the land-use restrictions are adhered to;
  - How you intend to ensure there is no damage to the fence (which is maintained partially by DLA and partially by the landowners) and the groundwater monitoring wells at the site; and.
  - Your contact information and other relevant points of contact for the proposed activity.
- Upon receipt and review of the written information, DLA may contact you for additional information and/or clarification. Once, all relevant information is received by DLA, the DLA project manager will forward the request to EPA and ADEC for notification only. DLA will notify you in writing of the approval.

Please remember:

- Your activity must not impact the groundwater monitoring wells, asphalt cap and the site fence.
- Your intended use must be non-residential and non-agricultural.

The points of contact are:

Defense Logistics Agency (DLA)  
 Ms. Therese M. Deardorff  
 DLA Installation Support Pacific  
 1025 Quincy Ave., Suite 2000  
 Pearl Harbor, HI 96860-4512  
 therese.deradorff@dla.mil  
 Tel: 808.473.9527

US Environmental Protection Agency (EPA)  
 Ms. Jackie Kramer  
 Region X, Alaska Operations Office  
 222 W. 7th Ave. #19  
 Anchorage, AK 99513-7588  
 kramer.jackie@epa.gov  
 Tel: 907.271.3541

Alaska Department of Environmental Conservation (ADEC)  
 Mr. Fred L. Vreeman  
 SPR-Contaminated Sites  
 610 University Avenue  
 Fairbanks, AK 99703-3643  
 fred.vreeman@alaska.gov  
 907.451.2181