

APPENDIX L

Post Removal Site Control Plan (PRSCP) for the Carter Carburetor Site



MOVE YOUR ENVIRONMENT FORWARD

Post-Removal Site Control Plan

Carter Carburetor Superfund Site

2840 North Spring Avenue
St. Louis, MO 63107

Prepared For:

ACF Industries, LLC
101 Clark Street
St. Charles, Missouri 63301

Prepared By:

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HRP #: ACF0001.RA.80.05

Issued On: February 4, 2020



February 4, 2020

Mark Crinnion, Vice President
ACF Industries LLC
101 Clark Street
St. Charles, Missouri 63301

**RE: POST REMOVAL SITE CONTROL PLAN
CARTER CARBURETOR SUPERFUND SITE
SAINT LOUIS, MISSOURI
(HRP # ACF0001.RA.80.1)**

Dear Mr. Crinnion,

Pursuant to Paragraphs 54 and 55 of the Administrative Settlement Agreement and Order on Consent for Removal Actions (ASA) at the Carter Carburetor Site in St. Louis, Missouri, ACF Industries, LLC (ACF), hereby submits to USEPA for review and approval, the Post-Removal Site Control Plan.

If you have any questions or require additional information, please feel free to contact HRP at (314) 200-4720.

Sincerely,

HRP ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Eugene M. Watson', is written over a faint, light blue circular watermark or stamp.

Eugene M. Watson
Regional Manager
ACF Project Coordinator

cc: Megan Schuette, USEPA
Catherine Chiccine, USEPA
Douglas A. Cohen, Brown Rudnick, LLP

Attachment

20200127_FINAL_PRSCP_CARTER_SITE

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Abbreviations and Acronyms

ACF	ACF Industries, LLC
ACM	asbestos containing material
ARARs	Applicable or Relevant and Appropriate Requirements
ASA	Administrative Settlement Agreement
AST	Above ground storage tank
CBI	Carter Building, Inc.
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act
CFR	Code of Federal Regulations
EE/CA	Engineering Evaluation/Cost Analysis
ESE	Environmental Science and Engineering, Inc.
HHBGC	Herbert Hoover Boys and Girls Chapter
HRP	HRP Associates, Inc.
IC	Institutional Control
ICP	Institutional Control Plan
LRA	Land Reutilization Authority
mg/kg	milligrams per kilogram
MDHSS	Missouri Department of Health and Senior Services
MDNR	Missouri Department of Natural Resources
MoECA	Missouri Environmental Convents Act
MOU	Memorandum of Understanding
MRBCA	Missouri Risk Based Corrective Action
MSD	Metropolitan St. Louis Sewer District
PA/SI	Preliminary Assessment and Site Investigation
PCBs	polychlorinated biphenyls
PRSC	Post Removal Site Control
PRSCP	Post Removal Site Control Plan
RAGs	Remedial Action Goals
RCRA	Resource Conservation and Recovery Act
RSMo	Missouri Revised Statutes
SLDC	St. Louis Development Corporation
SRE	Streamlined Risk Evaluation
TCE	trichloroethylene
TSCA	Toxic Substances Control Act
UAO	Unilateral Administrative Order
USC	United States Code
USEPA	United States Environmental Protection Agency

1.0 INTRODUCTION

The purpose of this document is to develop and implement a Post-Removal Site Control Plan ("PRSCP") to ensure the continued long-term effectiveness of the Removal Actions undertaken pursuant to the Administrative Settlement Agreement and Order on Consent for Removal Actions, Docket No. CERCLA-07-2013-0008 ("ASA"). This plan is required by Paragraph 55 of the ASA.

Institutional Controls ("ICs") are non-engineered responses, such as administrative and legal controls, that help minimize the potential for exposure to contamination and/or protect the integrity of a response action. As response components, ICs are generally designed to achieve the precise substantive use restrictions articulated in decisions documents that are needed to help achieve the Site's overall cleanup objectives. For the purpose of this Plan, the ICs will be divided into the following categories which are recognized in USEPA guidance: proprietary controls (environmental covenant) (Section 3), governmental controls (City ordinance and Memorandum of Understanding (MOU) prohibiting groundwater use (Section 2)), and enforcement and permit tools with IC components (Sections 4 & 5).

Post-Removal Site Controls ("PRSCs") in this case refers primarily to measures to be undertaken to ensure the proper maintenance and function of the Toxic Substances Control Act (TSCA) CAP in the former Die Cast Area. They also include, per Paragraph 55 of the ASA, inspections of the Site to ensure the ICs are being complied with.

In addition to the former Die Cast Area, where all material above bedrock was removed, there were three additional on-site areas where remediation occurred. These areas are the former TCE Aboveground Storage Tank (TCE-AST) Area, the Carter Building, Inc., Area (CBI Area), and the WILLCO Plastics Building Area. The Removal Actions undertaken included the removal of the TCE in the TCE-AST Area through thermal desorption, the demolition and disposal of the CBI Area building components, the characterization and removal of all PCB impacted soils below the CBI Building, and the demolition and disposal of the WILLCO Plastics Building.

Upon completion of the removal actions, confirmation sampling was performed in the remaining soils in the TCE-AST Area, the CBI Building sub-slab soils, the side walls of the Die Cast Area excavation, and the WILLCO Plastics Building sub-slab soils. The post-removal sampling confirmed that the clean-up goals were achieved. Consequently, with the exception of the Die Cast Cap, no engineering controls were utilized within the TCE-AST Area, the CBI Building Area, or the WILLCO Plastics Building Area.

As noted in Paragraphs 54 and 55 of the ASA, the USEPA has identified the ICs and PRSCs that are necessary for the Site to protect human health and the environment; which include, but may not be limited to the following - Engineering Controls: 1) Performance Standards for Trichloroethene (TCE) (24 mg/kg) and Polychlorinated Biphenyls (PCBs) (25 mg/kg @ 3 feet below ground surface (3' bgs)); 2) TSCA CAP over the former Die Cast Area; 3) Removal Action Goals (RAGs) from Engineering Evaluation and Cost Analysis (EE/CA), 9/22/2010 stating a) to make the Site safe for any reasonable reuse scenario as described in the EE/CA and b) to halt the further migration of contaminants from the Site; and Institutional Controls: 4) City Ordinance 66777 and/or the Missouri Department of Natural Resources (MDNR) MOU with the City of St. Louis; and 5) Deed

Restrictions as defined by the ASA prohibiting future day care redevelopment, subsurface digging, etc. at the Site.

1.1 Regulatory Framework

The PRSCP was prepared pursuant to Paragraph 55 of the ASA, and in accordance with Attachment II, Section III.D. Task 4- Post-Removal Site Control Plan;

In accordance with Paragraph 73 of the ASA, the Removal Actions were performed pursuant to all applicable local, state, and Federal laws and regulations except as provided in Section 121(e) of Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §9621(e), and 40 C.F.R. § 300.4009(e) and § 300.415(j). Pursuant to 40 C.F.R. § 300.415(j) the Removal Actions described herein have attained, to the extent practicable, Applicable or Relevant and Appropriate Requirements (ARARs) under Federal environmental or state environmental or facility siting laws. An analysis of ARARs for the site has been previously documented in Section 3.1.2 and Tables 3-1 and 3-2 of the *Engineering Evaluation and Cost Analysis* (EE/CA, MACTEC, September 2010).

1.2 Site Description

The Carter Carburetor Site is located at 2800-2840 North Spring Avenue (Figures 1, 3 & 7) in the north-central portion of the City of St. Louis, in a mixed residential, commercial and industrial neighborhood. The Site is located on the west side of North Grand Boulevard and is bounded by St. Louis Avenue to the south, Dodier Street to the north, and North Spring Avenue to the west. The western half of the site was occupied by the former Carter Carburetor building, a four (4) story building, with a two-story (2) addition (the WILLCO Plastics Building) located at the southeast corner of the former Carter Carburetor building. Sidewalks border the Site on all four sides. The Site includes property located to the west of North Spring Avenue, with a street address of 2827 N. Spring Avenue. This property is the location of a former aboveground storage tank (AST) which held TCE. This portion of the Site (TCE AST Area) is vacant, with some ground-level concrete structures in place.

The Site is no longer used for industrial activity. Current activities at the Site are related to environmental investigation, environmental remediation and Site maintenance. The Site, approximately sixteen (16) acres, is contained within a barbed wire, chain link security fence. Property topography generally slopes from northwest (NW) to southeast (SE) with pockets of depression within the Site.

Surrounding property use includes residential and commercial properties on the east side of North Grand Boulevard, commercial and vacant properties south of St. Louis Avenue, vacant property on the west side of Spring Avenue, and the Boys and Girls Club of Greater St. Louis, The Herbert Hoover Boys and Girls Chapter (HHBGC) on the north side of Dodier Street. The Site is 80 feet in elevation above the Mississippi River which is located approximately 6,800 feet to the east. The Site is not within a 100 year flood plain.

1.3 Site History

ACF Industries, Incorporated (ACF) owned the property from 1956 until April 26, 1985, when the Site property and buildings (also referred to herein as the "Facility") were deeded to the Land Reutilization Authority (LRA). During ACF's period of property ownership, carburetors were manufactured for use in gasoline and diesel powered equipment. When ACF closed the Facility in 1984, the manufacturing lines were dismantled and most of the equipment was shipped to new locations or sold. At the time the Site property was deeded to LRA, approximately twenty (20) transformers and an undisclosed number of capacitors and switch gears, all of which contained PCB fluids, remained on-site. ACF Industries, Inc. became ACF Industries LLC on May 1, 2003.

On April 26, 1985, LRA deeded the Facility to Hubert and Sharon Thompson (the "Thompsons"). On January 9, 1986, the Thompsons sold a portion of the Facility to Edward Pivirotto and his wife (the "Pivirottos"). The Pivirottos subsequently failed to pay the real estate taxes on the portion of the Facility they owned, resulting in a Sheriff's sale on August 20-22, 1991. Because no substantive bids were received at the sale, the property reverted to LRA by operation of law. Thus on February 2, 1992, LRA became the owner of the northeastern portion of the Facility previously owned by the Pivirottos. June 20, 1989, CBI Corporation ("CBI") purchased the former Carter Carburetor Building and WILLCO Building and surrounding ground. The LRA currently owns the property upon which the former die cast buildings and the south warehouse facility were located (see USEPA Attachment 1).

During its ownership, the former owner, CBI, leased areas of its buildings to several different businesses, including a metal fabrication shop, an auto repair shop, a plastics company and storage companies.

In the early 1980's, ACF was required by the Industrial Pollution Control Section of the Metropolitan St. Louis Sewer District ("MSD") to monitor and control waste water discharges containing PCBs. ACF instituted physical and procedural controls to reduce PCBs in their waste water discharges. These controls were reported to be in effect until the Facility was decommissioned in 1984. A source of impacts was the hydraulic fluid containing PCBs in machinery and equipment used in the Carter Carburetor manufacturing processes at the Site during ACF's ownership of the Site.

In August 1987, USEPA conducted a Toxic Substances Control Act ("TSCA") inspection of the Facility which led to the issuance of a Complaint and Notice of Hearing to Hubert Thompson. In April 1988, Mr. Thompson contracted with U.S. Pollution Control Inc. to cleanup, remediate and remove the PCB containing transformers.

In June 1988, a Consent Order issued by USEPA required Mr. Thompson to remove and dispose of the PCB transformers. In February 1989, the Missouri Department of Natural Resources ("MDNR") conducted an inspection at the Site. The inspection determined that transformers, transformer oil, switches, and contaminated concrete had been shipped offsite for disposal pursuant to the June 1988 Consent Order. Samples collected during the MDNR inspection revealed PCB contamination in soils under an old transformer area. Following the response actions by the Thompsons, a cleanup verification study was performed by

Environmental Operations, Inc. in November 1989. This study indicated that PCBs were still present in the pump room (electrical substation #1). In April 1989, USEPA collected samples at the Site and found PCB in the soils.

In March 1990, USEPA conducted another TSCA inspection to determine if further cleanup action was necessary. Analysis of samples collected during this inspection indicated that surface wipe samples still exceeded PCB regulatory cleanup standards in 40 C.F.R. Part 761 and that a PCB transformer and two drums of PCB containing material remained on-site. Another PCB study was conducted by Environmental Science and Engineering, Inc. (ESE) in September 1990 on behalf of Mr. Thompson. This study focused solely on the first floor pump room (electrical substation #1) which had originally contained six transformers. As a result of this study, USEPA requested Mr. Thompson to provide a description of completed and/or planned cleanup activities at the Site. In February 1991, Mr. Thompson responded, indicating that he did not have the assets to continue the cleanup activities at the Site.

The USEPA Emergency Planning and Response Branch conducted Site investigations in November 1993 and January 1994. The primary reason for the investigations was to collect environmental samples and conduct an assessment of the Site to determine if anyone had access to and could be exposed to areas previously determined to contain PCBs. As a result of the investigations, USEPA requested the LRA to immediately over pack and secure the two drums of PCB oil, restrict access to the Site, and post PCB warning stickers.

The USEPA conducted another Site investigation in March of 1994. The purpose of this investigation was to collect additional air, wipe and dust samples to further characterize the Site and determine the potential threat to those individuals who were in the building on a daily basis. Analytical results from the air/wipe sampling at the Facility confirmed the existence of PCBs throughout the Facility.

Based upon analytical results from samples collected during USEPA's November 16, 1993 and January 6, 1994 investigations, significant PCBs existed outside of the former Die Cast Building in the north parking lot area.

As part of the Integrated Assessment Investigation, soil samples were collected from the nearby Herbert Hoover Boy's Club and from two occupied residential properties and analyzed for the presence of PCBs. Analytical results of the samples from these properties revealed the presence of PCBs in surface soils, but below levels of concern.

In December 1995 and January 1996, USEPA and its contractors conducted an Integrated Assessment Investigation in order to complete a Preliminary Assessment/Site Inspection (PA/SI) to determine if off-site migration had occurred and to provide recommendations for further action based on the results of the PA/SI. This investigation revealed six (6) potential sources of releases of hazardous substances, based on the operational history and past investigations.

Based upon the November 1993, January and March 1994 investigations, and the December 1995 and January 1996 Integrated Assessment Investigation, USEPA determined that releases of PCBs occurred on all four floors of the CBI Building, outside the former north Die Cast

Building near electrical equipment as well as surfaces inside the former Die Cast buildings. Sample analytical results exceeded cleanup levels as outlined in USEPA's Office of Solid Waste and Emergency Response, Directive No. 9355.4-01, "Guidance on Remedial Actions for Superfund Sites with PCB Contamination" and the PCB Spill Cleanup Policy set forth in Subpart G of 40 C.F.R. Part 761.

On March 18, 1996, USEPA determined that a time-critical removal action should be performed at the former LRA-owned portion of the Site in order to reduce the immediate threat to human health and the environment posed by conditions at the Site. The USEPA's determination that such action was necessary and a description of the actions that needed to be taken were described in the Removal Action Memorandum, signed by the Regional Administrator of the USEPA, Region VII on March 18, 1996.

In July 1996, USEPA issued a Unilateral Administrative Order for Removal Response Activities ("UAO"), Docket Number VII-96-F-0026, pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a), to Respondent, ACF. The UAO required ACF to undertake the actions identified in the March 1996 Removal Action Memorandum, which included: (A) the removal and disposal of a PCB transformer; (B) characterization, removal and disposal of all contaminated building material and debris located on the north side of the north die cast building; (C) characterization and disposal of the contents of the two die cast buildings and south warehouse, followed by the demolishing of the three structures and off-site disposal of the demolition debris; and (D) the installation of an interim cover over the die cast buildings' foundation floors following the demolition of the two die cast buildings and south warehouse.

In May of 1997, ACF began on-site Removal Actions pursuant to the 1996 UAO. The time-critical removal action required by the UAO primarily focused on the demolition and disposal of PCBs and asbestos containing material (ACM) in buildings on the LRA-owned portion of the Site. The buildings included two die cast buildings and the south warehouse. The south warehouse was completely demolished, including the foundations and floor. The die cast buildings were partly demolished; leaving the PCB contaminated foundation walls and floors in place. The foundations were cleaned, coated with epoxy and covered with limestone aggregate. Approximately 1,100 tons of PCB impacted soil was removed from the north parking lot transformer leak area.

In July 1998, USEPA conducted an investigation at the Site and collected chip, wipe and water samples from the CBI Building. Analytical results indicated the presence of PCBs.

In April 2003, ACF voluntarily contracted with MACTEC to conduct additional environmental sampling at the Site. In addition to the PCBs, various hydrocarbon and chlorinated solvents have been identified at the Site. In September 2005, ACF entered into an Administrative Settlement Agreement and Order on Consent for Removal Action ("2005 Settlement Agreement") with USEPA, which required ACF to conduct an engineering evaluation/cost analysis (EE/CA) at the Site for the purpose of developing response action alternatives to address the remaining on-Site contamination.

In the summer of 2006, ACF and its contractors conducted environmental assessments for lead-based paint, asbestos, PCBs and TCE. After review of the 2006 investigation reports, USEPA

determined that further investigations were needed to define the extent of TCE contamination so that adequate response action alternatives could be developed for the EE/CA Report.

In the summer of 2007, ACF's contractors conducted an additional investigation that better delineated the extent of the TCE contamination in subsurface soils. In addition, ACF voluntarily investigated and cleaned all accessible sewer lines at the Site. The sewer lines had previously been sampled by MSD in the early 1980s, the analytical results of which indicated the presence of PCB-containing debris. The PCB-containing sewer line debris was removed to the extent possible and properly disposed of off-Site. After reviewing all of the data, USEPA directed Respondent ACF to begin conducting the Stream-lined Risk Evaluation ("SRE") portion of the EE/CA.

After reviewing the subsurface TCE data and the approved SRE, the Missouri Department of Health and Senior Services (MDHSS) recommended further assessment of the potential for TCE vapor intrusion. In October 2008, USEPA conducted an on-Site vapor intrusion study by collecting samples directly beneath the buildings' floors and other concrete slabs at the Site. The results of this study indicated that TCE vapors were present beneath the on-site buildings and slabs at concentrations of concern. Further vapor intrusion sampling was conducted along the east side of the Herbert Hoover Boys and Girls Club property. Based on the analytical results from these samples, and the groundwater flow direction, *it was determined that TCE from the Site was not significantly impacting the Herbert Hoover Boys and Girls Club.*

On September 20, 2010, USEPA approved the EE/CA Report with comments and ACF submitted the final EE/CA Report, dated September 22, 2010, to USEPA. After the close of the public comment period, USEPA prepared a Responsiveness Summary that addressed the significant comments submitted during the public comment period. The Responsiveness Summary is part of the Administrative Record. USEPA subsequently issued its decision document, an Enforcement Action Memorandum, on March 30, 2011.

On June 3, 2013, ACF and USEPA entered into the ASA, which required ACF to implement Removal Actions in the Die Cast and TCE AST Areas, and abate and demolish the CBI Building. ACF has completed these actions as required by the ASA. The Die Cast removal action involved the excavation and removal of all soils to bedrock, and backfilling with USEPA-approved materials consisting of PCB impacted debris from the CBI building demolition in accordance with Attachment II, Section II.D.3. and Section II.D.4, which provides as follows:

"Respondent may use as fill in the die Cast Area, soil from beneath the CBI Building and building materials from the CBI Building as follows:

- i. All PCB-impacted materials with concentrations less than 100 ppm may be used as fill in the Die Cast Area anywhere below ten (10) feet bgs.
- ii. All PCB-impacted materials with concentrations less than 25 ppm PCBs may be used as fill anywhere in the Die Cast Area excavation below three (3) feet bgs.
- iii. If following excavation, Respondent chooses to construct a utility

corridor, it shall protect construction workers from exposure to PCBs, be indicated on a survey of the Site, and recorded as part of the Institutional Controls for the Site.

iv. For soils greater than 1 ppm, but less than 25 ppm PCBs institutional controls in perpetuity will be required to prevent high occupancy uses such as residential, school or day care.

4. If PCBs remain at levels in soil greater than 25 ppm, but less than 100 ppm PCBs, institutional controls in perpetuity, pursuant to 40 CFR 761.61(a)(8), will be required to prevent high occupancy uses such as residential, school or day care, including engineering controls pursuant to 40 CFR 761.61(a)(7). Such controls shall also prevent, limit and/or monitor certain activities in the Die Cast Area (i.e., excavation) that may affect contaminated soils. Engineering controls, including a protective cover of concrete, asphalt, or similar material pursuant to 40 CFR 761.61(a)(7) will be required to cover the entire Die Cast Area.”¹

¹ A protective cover (also referred to as a “TSCA CAP”) has been installed. The current surface of the cover consists of 1-inch minus gravel. There is minor erosion occurring on the west end of the TSCA CAP that will be addressed by ACF in the coming weeks with EPA’s input. In addition, an entity unrelated to ACF is interested in developing the Site. If the development is undertaken, the entity may wish to use the area above the TSCA CAP as a part of a parking lot, which would involve additional work such as paving over the area as part of the development. These decisions may not be made or implemented until after EPA approves the ICs and PRSCs. EPA’s input and approval would be required in the event the area is used as a parking lot, to ensure consistency with whatever ICs and PRSCs are approved by EPA.

2.0 POST REMOVAL SITE CONTROL PLAN

Paragraph 55 of the ASA requires ACF to submit a PRSCP that details the physical and engineering controls that may be necessary to ensure the continued effectiveness of such Removal Actions to be performed and requires the PRSCP to include the monitoring and maintaining of any ICs that may be necessary and required at the Site. The focus of the PRSCP is on monitoring and maintaining the TSCA CAP, but also includes monitoring and maintaining the ICs, such as the restrictive covenant, as required in Paragraph 55 and as referenced in the ICP.

2.1 BACKGROUND

The removal action in the Die Cast Area consisted of the following activities, which have been completed:

- Design and construction of a subsurface shoring retention wall system intended to support the public right of way and utilities within and along North Grand Boulevard and between the Die Cast Area;
- Removal and off-site disposal of all PCB-impacted soil(s) within the footprint of the Die Cast Area to top of bedrock;
- Confirmation sampling of adjoining soils to confirm removal of PCB-impacted soil(s) with PCB concentrations above the Removal Action Goal (RAG) specified in the Enforcement Action Memorandum, March 30, 2011;
- Placement and compaction of processed, resized CBI/WILLCO Building material and debris within the Die Cast Area excavation in accordance with the approved Die Cast Area Removal Action Work Plan;
- Installation of a TSCA CAP over the backfill to prevent infiltration of rainwater into the fill material; and
- Modification to the surface of the TSCA CAP limestone cover (installation of an USEPA approved "surface belly") to accommodate rainwater to prevent erosion of the TSCA CAP along the fringe(s)/side(s).

Site Removal Action objectives are:

- Implement the Removal Actions for the Site as approved by USEPA; and
- Minimize the potential for erosion of the TSCA CAP to prevent recontamination of the Site or transport of PCBs, which could impair the Site by adversely impacting the ecological receptors.

The Site Removal Actions were implemented in accordance with these objectives. These objectives also provide the foundation for the ongoing monitoring and maintenance in the Site.

3.0 MAINTENANCE STANDARDS

The primary objective of the PRSC Plan is to assess and document, over time, the effectiveness of the Die Cast Area TSCA CAP. Achievement of this objective requires preventing erosion of residual PCB-impacted subsurface soils, minimizing and repairing erosion of surface soils, preserving drain channel stability, and preserving the integrity of surface and ancillary features, including the parking surface, retaining walls, guardrails, fences, and gates (if any), where applicable. Assessment of whether this objective is being met requires inspection of the TSCA CAP.

The environmental covenant will likely require an annual certification that to the best of the certifier's knowledge, the Site is being used in a manner consistent with any ICs (which includes governmental controls and use restrictions in the covenant). A much more general inspection of the Site (than is required for the TSCA CAP) to identify obvious violations of the ICs, will facilitate the preparation of the certification.

The Die Cast Area Restoration Maintenance Standard is defined as no significant erosion (e.g., significant ruts, gullies, washouts, or sloughing) and/or significant cracking in the parking surface (if applicable). In areas where significant erosion occurs, action will be taken to restore the area to as-built conditions (or equivalent) and an evaluation will be conducted to determine the cause of the erosion. If applicable, cracks in the parking surface will be patched to correct the defect. Corrective action will be taken to prevent and/or reduce future erosion.

If fencing is required around the perimeter of the former Die Cast Area, the Die Cast Area Protective Fencing Standard is defined as no significant damage to or significant gaps in any fencing erected as part of the final Site restoration. In those portions of fencing where significant damage has occurred, action will be taken to correct it.

If a paved parking lot is chosen as the final Site remedy (and constructed on top of the TSCA CAP), it is important to note that the Final Cap design is serving an additional function besides simple physical isolation. Typically, various utilities run through or beneath the structural asphalt/concrete CAP. Consideration should be given to address future maintenance of these utilities, such as construction of utilities within the clean corridor.

4.0 MONITORING PROCEDURES

Using the previously defined Maintenance Standards in Section 3, performance and maintenance monitoring and corrective actions, if needed, will be performed in accordance with the guidelines described below. Prior to performing monitoring work, previous monitoring reports will be reviewed. All field notes from the maintenance and performance monitoring will be recorded on dedicated field forms and base maps developed from the project CAD files.

4.1 ENVIRONMENTAL INSPECTIONS AND REPORTING

Monitoring programs and inspections related to the restoration activities performed for the Site, specifically the former Die Cast Area, are required by the ASA where engineered and institutional Controls have been implemented. Figures 3, 4 & 5 indicate where the former Die Cast Area is subject to these controls.

4.1.1 Annual Inspection of TSCA CAP

The Die Cast Area TSCA CAP will be inspected annually to ensure its integrity. The inspection of the TSCA CAP will be conducted in accordance with the requirements set forth in Attachment II, Part III, Paragraph D of the ASA and will include a document review and visual site inspection as further described below.

Prior to the annual site inspection of the Die Cast Area, ACF will review the most recent property records at the City of St. Louis Assessor's Office and the property deeds at the City of St. Louis Recorder of Deeds at City Hall for the Die Cast Area to determine if there has been a change in ownership.

ACF will also review, as needed, the Final Action Removal Report, as-built survey drawings (if available), any alternative, more recent plan(s) that ACF proposes to use for evaluating surface grade changes and any recorded amendments to and/or releases from the restrictive covenant. In addition, the most recent topographic map of the property that is available to ACF will be reviewed for background information and reference. Except for documents created by ACF, ACF will not be responsible for verifying the accuracy or completeness of any aspect of or information in the foregoing documents, either as of the time they were prepared or as compared to conditions at the time of the inspection.

After reviewing these documents, a visual on-site inspection of the Die Cast Area will be performed to determine whether there is evidence that any of the following have occurred since the last annual inspection:

- Obvious activities or uses that are contrary to the restrictions stated in the covenant or government ICs;
- Utility work, or construction, modification, addition, and/or demolition in the Die Cast Area, or road work adjacent to the Die Cast Area
- Soil excavations that involved more than 10 cubic yards of soil or to depths below 3 feet below surface grade in the Die Cast Area;
- Significant soil erosion, sedimentation, or deposition in the Die Cast Area;

- Significant changes to vegetation that affect root depth in the Die Cast Area; and
- If any of the activities in the two (2) preceding bullets are noted, any alteration of the surface grade, compared to that shown in the As-Built Survey Drawings (or any more recent plan that ACF proposes and USEPA approves) in the Die Cast Area.

After all observations have been made, ACF will complete the "Die Cast Area Annual Inspection Checklist" provided as an Attachment to this Plan (Attachment A), and will prepare and submit a written inspection report to USEPA and MDNR within 60 days of completion of the inspection. The final checklist will be developed and this plan will be amended after the completion of the Carter Carburetor Superfund Site Removal Action Final Completion Report. It is anticipated that the checklist will cover the TSCA CAP, and not the rest of the Site.

The inspection report will include a description of the current ownership of the area inspected, a summary of the findings (including a description and the basis for the identification, based on visual inspection in conjunction with the document review, of any known or suspected changes in the activities or uses that would involve any of the activities or uses listed above), and copies of the completed Annual Inspection Checklist indicating that the inspection included all required criteria. Any determination of whether changes in activities and uses that have occurred at a property would in fact be inconsistent with the land uses for which the Conditional Solution was implemented or would involve unacceptable exposure conditions will be made by USEPA and/or MDNR.

4.1.2 Additional Monitoring

At the end of each five year monitoring period, ACF or their agent will conduct an assessment of the monitoring programs, including the types of monitoring conducted, monitoring frequencies, monitoring duration, Maintenance Standards, and monitoring locations. As part of the assessment process, ACF shall propose to USEPA changes to the monitoring program, based on the results of the annual monitoring events and the five-year assessment. After receiving written approval of proposed changes, ACF will implement the modified monitoring program.

4.2 NOTIFICATIONS TO PROPERTY OWNERS

These letters will advise the property owner(s) not to interfere with or modify the TSCA CAP or shoring wall located on their property. The shoring wall was installed and used during the soil removal activities to allow access to soil at depth and the bedrock surface near North Grand Boulevard. The shoring wall consists of: H-piles, timber lagging, and high-tension cable tie-backs. The H-piles and timber lagging were installed vertically and adjacent to west of North Grand Boulevard. The tie-backs were drilled and cement-grouted below North Grand Boulevard to anchor the wall. During restoration of the Die Cast Area, the shoring wall was left in-place. The tie-backs were detached from the wall and are not under tension. The H-piles and timber lagging were removed below the elevation of the impermeable membrane of the CAP. These subsurface structures should not be disturbed during future excavation or construction activities.

Going forward, ACF shall perform an annual search regarding the ownership of the Die Cast Area. If there is a change in ownership, ACF will resend a copy of the original USEPA notice letter to the

new owners. Copies of the notification letters are included in Appendix R of the Carter Carburetor Superfund Site Removal Action Final Completion Report.

5.0 FREQUENCY OF MONITORING AND REPORTING REQUIREMENTS

5.1 INSPECTION AND FIELDWORK NOTIFICATIONS

ACF shall notify USEPA of all the scheduled monitoring, inspection and maintenance activities, except for surface water sampling (if required), 14 days in advance to allow for arrangements of oversight. In addition, for annual inspections, ACF shall notify MDNR 14 days in advance.

5.2 CORRECTIVE ACTION APPROVAL AND IMPLEMENTATION

Whenever Corrective Action (including, without limitation, resurfacing or grade restoration) is required under this PRSC Plan, ACF shall submit a Corrective Action plan and an implementation schedule to USEPA for approval, typically as part of the monitoring report following the inspection or monitoring event in question, within sixty (60) days following the applicable monitoring or inspection event or according to a schedule approved by USEPA. In addition, if USEPA determines at any other time that Corrective Action is required under this PRSC Plan, ACF shall submit to USEPA for approval, a Corrective Action Plan and implementation schedule within 30 days of receipt of notification from USEPA that such Corrective Action is required. A digital copy of the proposed plan shall also be submitted to the MDNR and to the USEPA designated On-Scene Coordinator. USEPA shall notify ACF of any change in the On-Scene Coordinator. Except in the case of emergencies or the potential for significant soil erosion, ACF shall only perform Corrective Actions after obtaining written approval of USEPA. In the case of emergencies or the potential for significant soil erosion, ACF or its agent shall conduct appropriate Corrective Actions as soon as practical without advance USEPA approval, but ACF shall notify USEPA of the emergency or the potential soil erosion as soon as possible, but no more than twenty four hours after confirmation of such emergency or potential soil erosion. Any Corrective Actions performed will be summarized in the Annual Monitoring Report for that year.

5.3 REPORTING REQUIREMENTS

ACF is required to prepare the following reports following the monitoring programs:

- The annual inspection report shall be submitted digitally within 60 days of the inspection.
- All monitoring activities performed throughout the year will be summarized in an annual monitoring report. The report will include a summary of any corrective actions that were performed during the preceding year. The report will also include a summary of the associated analytical data (if required).

All reports will include, but are not limited to, the following information:

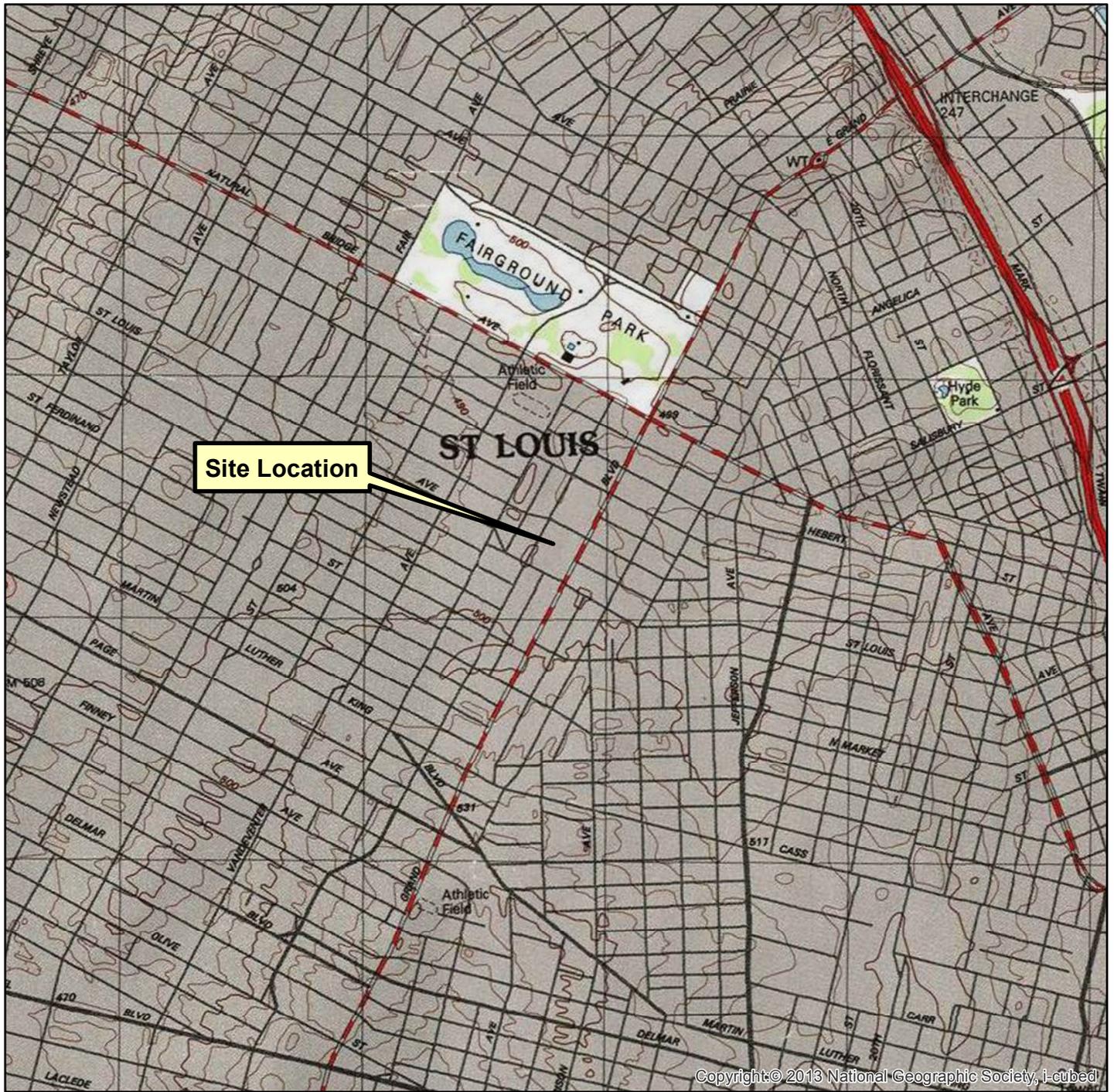
- Introduction;
- Staff performing the monitoring activities;

- Scope and nature of the monitoring, including a brief summary of the Maintenance Standards;
- Results of the monitoring;
- Discussion of the monitoring results and compliance with the Maintenance Standards;
- List of areas of noncompliance of the Maintenance Standards;
- Corrective Actions performed (if required);
- Proposed changes to the PRSC Plan, if any;
- Obvious non-compliance with the restrictive covenant in areas of the Site other than the Die Cast Area; and
- Scope and nature of future monitoring.

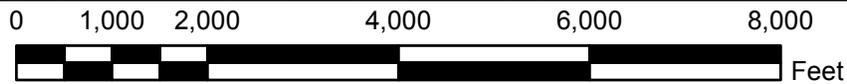
All reports shall be submitted digitally to USEPA with a copy to MDNR and the City of St. Louis.

ACF may request modifications to this PRSC Plan. Any changes to the PRSC Plan, including monitoring methods, frequencies, and/or locations shall be approved by USEPA in writing prior to implementation. Upon notice to ACF, USEPA may make modifications to this PRSC Plan.

FIGURES



Site Location



1 inch = 2,000 feet



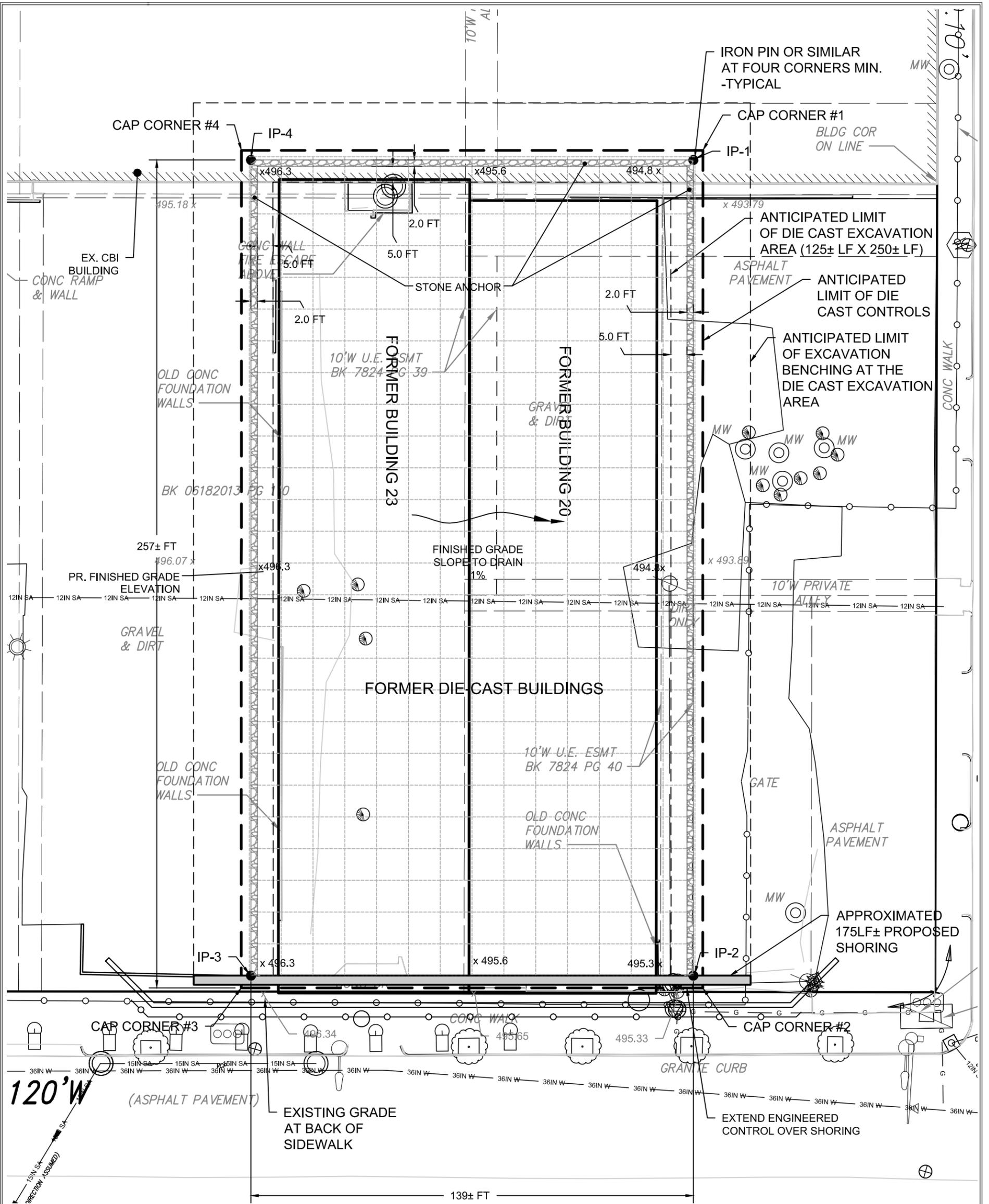
USGS Quadrangle Information
 Quad ID: 38090-F2
 Name: Granite City, Illinois
 Date Rev: 1979
 Date Pub: 1983

Figure 1
Site Location
ACF Carter Carburetor
2840 North Spring Avenue
St Louis, Missouri
HRP # ACF0001.RA 80.3
Scale 1" = 2,000'

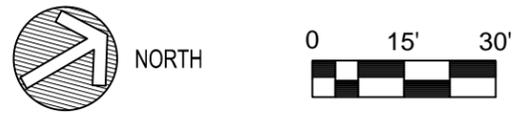


2500 SOUTH OLD HWY 94
 SUITE 202
 ST. CHARLES, MO 63303
 (314) 200-4720
 HRPASSOCIATES.COM

DRAWING NAME: J:\A\ACTIN - ACF INDUSTRIES, INC.\2804 NORTH SPRING AVENUE, ST. LOUIS, MO 63104\ACF001RA\CAD\Misc\Planned Extent of Engineered Cap.dwg LAYOUT: Figure 5 PLOT DATE: Apr 06, 2016 - 10:32am OPERATOR: BOB



LOCATION	X COORDINATE	Y COORDINATE
IP-1	899854.2526	1028140.776
IP-2	900079.0299	1028016.179
IP-3	900011.6413	1027894.607
IP-4	899786.8641	1028019.204
CAP CORNER #1	899853.0814	1028144.856
CAP CORNER #2	900083.8601	1028016.866
CAP CORNER #3	900013.5628	1027890.046
CAP CORNER #4	899782.775	1028018.043



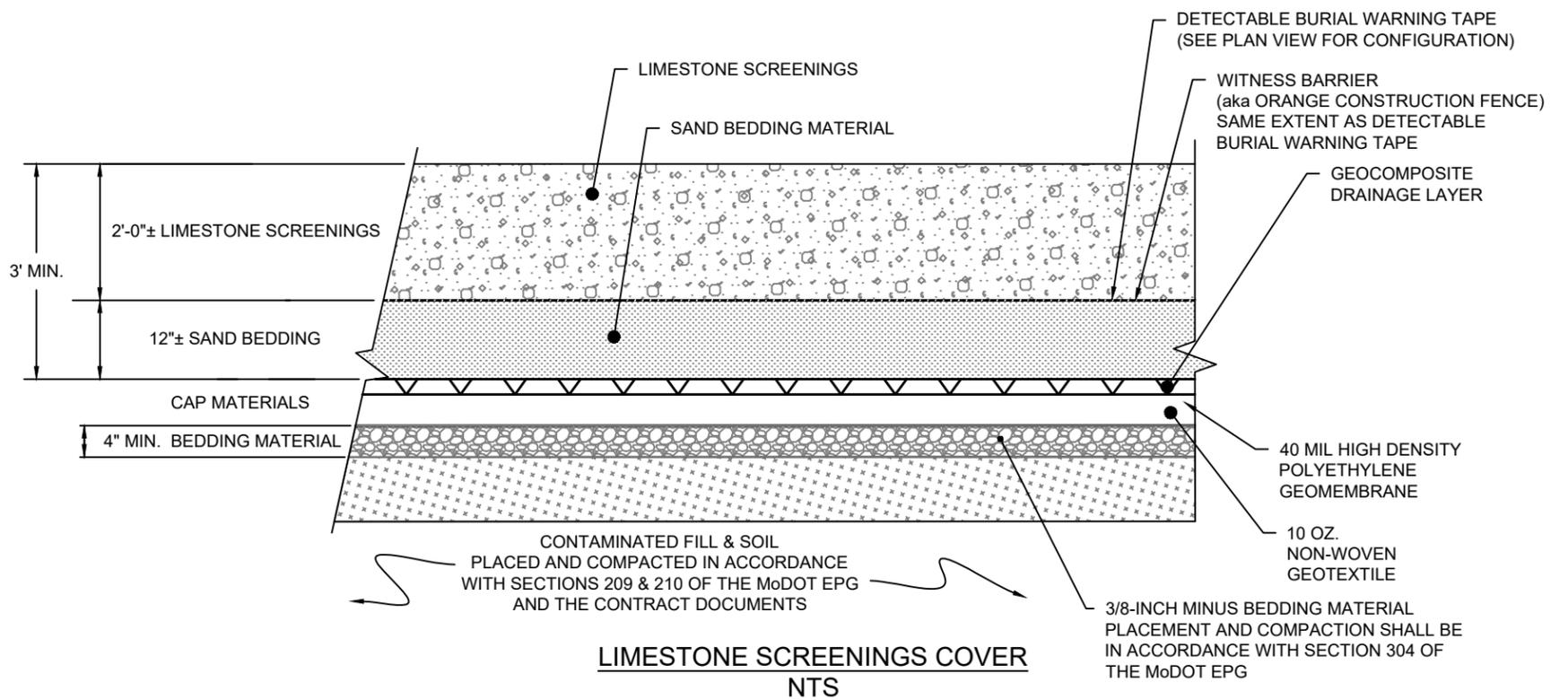
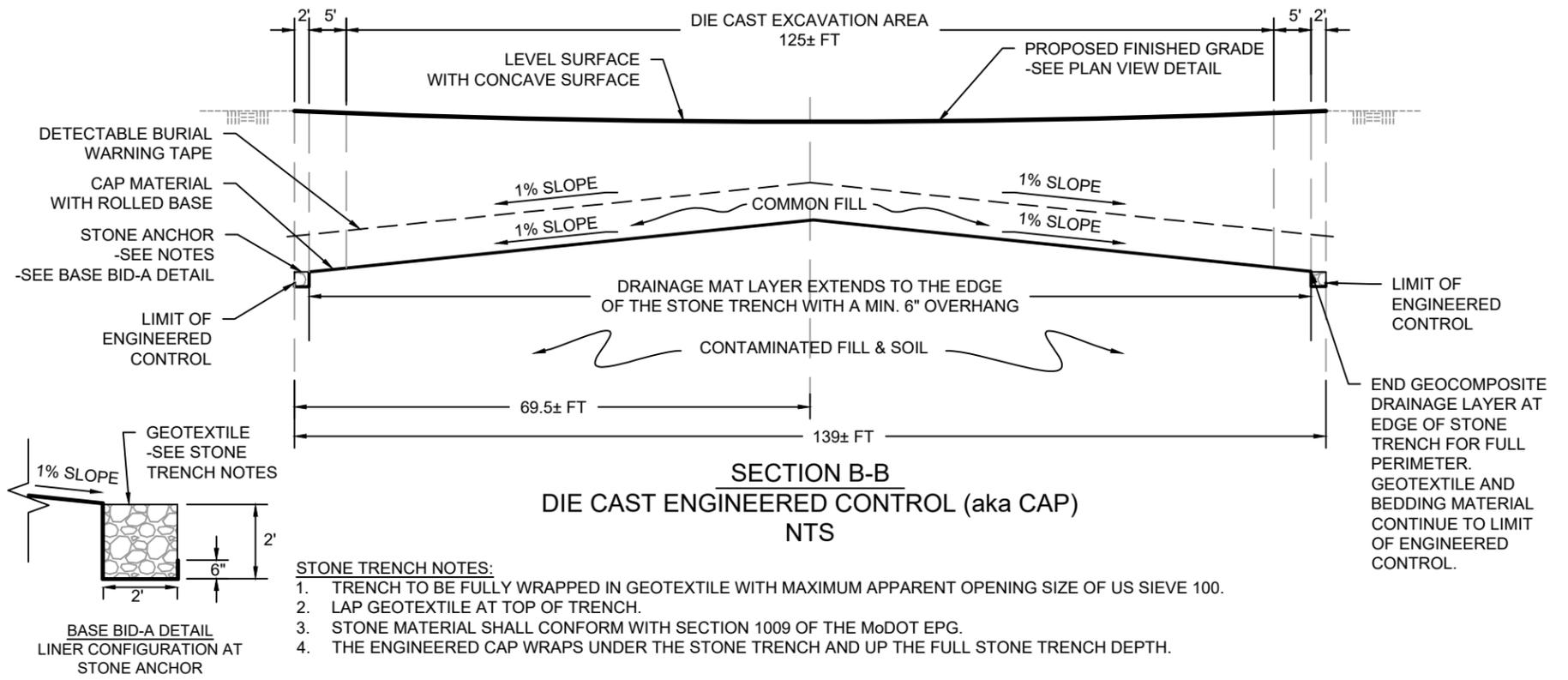
HRP
 MOVE YOUR ENVIRONMENT FORWARD
 2500 SOUTH OLD HWY 94
 SUITE 202
 ST. CHARLES, MO 63303
 (314) 200-4720
 HRPASSOCIATES.COM

DESIGNED BY: CLT	REVIEWED BY: EMW	ISSUE DATE: 04/06/2016
DRAWN BY: BOB	PROJECT NUMBER: ACF001.RA-80.3	SHEET SIZE: 11"x17"

**PLANNED EXTENT OF
 ENGINEERED CAP
 THE CARTER CARBURETOR
 SUPERFUND SITE
 2840 NORTH SPRING AVENUE
 ST. LOUIS, MISSOURI 63107**

**SHEET NO.
 FIG. 5**

DRAWING NAME: J:\A\ACFIN - ACF INDUSTRIES, INC.\2804 NORTH SPRING AVENUE, ST LOUIS, MO 63103\ACF0001RA\CAD\CAD for Engineering\ENGINEERED CONTROLS - LIMESTONE.dwg LAYOUT: 11 x 17 P - SSM PLOT DATE: Jun 15, 2020 - 7:58am OPERATOR: BOB



DESIGNED BY: TRB	REVIEWED BY: TRB	ISSUE DATE: 09/18/2018
DRAWN BY: EJD	PROJECT NUMBER: ACF0001.RA	SHEET SIZE: 11"x17"

LIMESTONE SCREENINGS COVER
CARTER CARBURETOR DIE CAST AREA
ENGINEERED CONTROL WORK PLAN
2800 BLOCK OF NORTH SPRING AVENUE,
ST. LOUIS, MISSOURI

SHEET NO.
FIG. 6

ATTACHMENTS

Property Owner Identification Letter

Carter Carburetor Superfund Site
2840 North Spring Avenue
St. Louis, MO 63107

ASA AOC: CERCLA 07-2013-008

ACF Industries, LLC
101 North Clark Street
Saint Charles, MO 63301

Dear Property Owner:

This letter is to inform you that the ownership and/or management of the Carter Carburetor Superfund Site has not been transferred. Please be aware the property owner or any entity cannot interfere with or modify the TSCA CAP or shoring wall located on the Carter Property (see attached Survey). The shoring wall was installed and used during the soil removal activities to allow access to soil at depth and the bedrock surface near North Grand Boulevard. The shoring wall consists of: H-piles, timber lagging, and high-tension cable tie-backs. The H-piles and timber lagging were installed vertically and adjacent to west of North Grand Boulevard. The tie-backs were drilled and cement-grouted below North Grand Boulevard to anchor the wall. During restoration of the Die Cast Area, the shoring wall was left in-place. The tie-backs were detached from the wall and are not under tension. The H-piles and timber lagging were removed below the elevation of the impermeable membrane of the CAP. These subsurface structures should not be disturbed during future excavation or construction activities. Prior to seeking approval from the USEPA and the Missouri Department of Natural Resources (MDNR), the owner of the property must notify and obtain approval from the USEPA and MDNR for a land use change inconsistent with the use restrictions and assumptions described in this Record of Decision (ROD). The owner shall notify the USEPA and the Missouri Department of Natural Resources (MDNR) forty-five (45) days in advance of any proposed land use changes that are inconsistent with land use control objectives or the selected remedy.

|

Property Owner Identification Letter

Carter Carburetor Superfund Site
2840 North Spring Avenue
St. Louis, MO 63107

Parcel Information: 2837 North Grand Boulevard

Assessor Class: 49 (Land Re-Utilization)
Assessor Use: 3000 (Industrial)
Current Zoning: J (Industrial)
Deed Restrictions: YES
LUCs: YES
Legal Description: C B 2386 N GRAND BLVD
1.620 ACS
DODIER GRAND SUBDNN
LOT 2

Monitoring of the environmental use restrictions and controls will be conducted annually by ACF Industries, LLC. The monitoring results will be included in a separate report or as a section of another environmental report, if appropriate, and provided to the USEPA and MDNR. The annual monitoring reports will be used in preparation of the Five Year Review to evaluate the effectiveness of the remedy.

Parcel Information: 2831 North Grand Boulevard

Assessor Class: 100 (Individual – ACF)
Assessor Use: 1010 (Vacant Residential lot)
Current Zoning: J (Industrial)
Deed Restrictions: YES
LUCs: NO
Legal Description: C.B. 2386 N GRAND BLVD
0.406 ACS
DODIER GRAND SUBDN
LOT 1

Parcel Information: 2801 North Grand Boulevard

Assessor Class: 49 (Land Re-Utilization)
Assessor Use: 3000 (Industrial)
Current Zoning: J (Industrial)
Deed Restrictions: YES
LUCs: NO
Legal Description: C B 2386 GRAND BLVD
1.577 ACS
PAGES MCPHERSON ADDN
LOTS 9, S-8

Property Owner Identification Letter

Carter Carburetor Superfund Site
2840 North Spring Avenue
St. Louis, MO 63107

Parcel Information: 2810 North Spring Avenue

Assessor Class: 200 (Company – ACF)
Assessor Use: 3000 (Industrial)
Current Zoning: J (Industrial)
Deed Restrictions: YES
LUCs: NO
Legal Description: C B 2386 SPRING AV
3.582 ACRES
PAGES MCPHERSON ADDN
LOTS 10 PTS 11, 12, & 13

Parcel Information: 2835 North Spring Avenue

Assessor Class: 35 (Misc Organizations - HHBGC)
Assessor Use: 3000 (Industrial)
Current Zoning: J (Industrial)
Deed Restrictions: YES
LUCs: NO
Legal Description: C B 2385 E SPRING
265 FT 10 IN / 214 FT 2 1/4 IN X
253 FT 6 7/8 IN / 260 FT 10 IN
PAGES & MCPHERSON SUBDN
BLK 1 LOT 10 N-7

Parcel Information: 2827 North Spring Avenue

Assessor Class: 35 (Misc Organizations - HHBGC)
Assessor Use: 3000 (Industrial)
Current Zoning: J (Industrial)
Deed Restrictions: YES
LUCs: NO
Legal Description: C B 2385 E SPRING
87 FT 6 IN X 260 FT 10 IN
PAGES & MCPHERSON SUBDN
BLK 1 LOT PT-7

Property Owner Identification Letter

Carter Carburetor Superfund Site
2840 North Spring Avenue
St. Louis, MO 63107

Parcel Information: 2825 North Spring Avenue

Assessor Class: 49 (Land Re-Utilization)
Assessor Use: 3000 (Industrial)
Current Zoning: J (Industrial)
Deed Restrictions: YES
LUCs: NO
Legal Description: C B 2385 E SPRING DR
37 FT 6 IN X 130 FT 5 IN
PAGE & MCPHERSONS ADDN
LOT PT 7 THROUGH 9

Parcel Information: 2826 Hyams Place

Assessor Class: 200 (Company – ACF)
Assessor Use: 3000 (Industrial)
Current Zoning: J (Industrial)
Deed Restrictions: YES
LUCs: NO
Legal Description: C.B. 2385E HYAMS PL
37 FT 6 IN X 130 FT 5 IN
PAGE & MCPHERSONS ADDN LOT PT 7
BD N-IVERSON E-SCHONHORST
S-KINNEY W-HYAMS PL

Parcel Information: 2821 North Spring Avenue

Assessor Class: 49 (Land Re-Utilization)
Assessor Use: 3000 (Industrial)
Current Zoning: J (Industrial)
Deed Restrictions: YES
LUCs: NO
Legal Description: C.B. 2385E SPRING AVE
57 FT X 260 FT 10 IN
PAGE & MCPHERSON ADDN
BD S-173 FT 10 IN N NL OF ST LOUIS

Property Owner Identification Letter

Carter Carburetor Superfund Site
2840 North Spring Avenue
St. Louis, MO 63107

Parcel Information: 2817 North Spring Avenue

Assessor Class: 49 (Land Re-Utilization)
Assessor Use: 3000 (Industrial)
Current Zoning: J (Industrial)
Deed Restrictions: YES
LUCs: NO
Legal Description: C.B. 2385E SPRING AVE
43 FT 10 IN X 255 FT 10 IN
PAGE & MCPHERSON ADDN
BLOCK 1 LOT PT 9
BD S-130 FT N NL OF ST LOUIS

Parcel Information: 2809 North Spring Avenue

Assessor Class: 49 (Land Re-Utilization)
Assessor Use: 3000 (Industrial)
Current Zoning: J (Industrial)
Deed Restrictions: YES
LUCs: NO
Legal Description: C.B. 2385E SPRING AVE
130 FT X 120 FT 10 IN
PAGES MCDERMOTT ADDN
BLOCK 1 LOT PT 9
BD E-SPRING AVE

Although the USEPA may later transfer these procedural responsibilities to another party by contract, property transfer agreement, or through other means, ACF Industries, LLC shall retain ultimate responsibility for remedy integrity unless explicitly released by USEPA from such requirements.

Post Removal Site Control Field Inspection



Date of Inspection: _____

Facility Name: ACF Carter Carburetor		EPA ID: MOD000822601		
Address: 2840 N. Spring Ave.				
City: St. Louis, MO 63107				
Inspected by: _____				
Weather conditions: _____				
1. Physical Condition of Cap				
	Yes	No	n/a	
a) Significant erosion scours	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
b) Warning barrier visible	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
c) Corner monuments disturbed/missing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
If Yes to a, b, or c: give details and approximate locations:				
2. Site Security				
	Yes	No	n/a	
a) Significant fence damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
b) Gate damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
c) Lock damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
If Yes to a, b, or c: give details and approximate locations:				
3. Existing Institutional Controls:				
	Yes	No	n/a	
a) Wells present on-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
b) Is site use residential, day care, or school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
c) Apparent change in ownership?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Additional notes/observations (attach additional sheets if necessary):				

Signature: _____

Date: _____

Name:

Title:

(ABOVE SPACE RESERVED FOR RECORDER'S USE)

Document Title: **Environmental Covenant**

Document Date: _____, 2020

Grantor: **LAND REUTILIZATION AUTHORITY OF THE CITY OF ST. LOUIS, MISSOURI**

1520 Market Street, Suite 2000
St. Louis, Missouri 63103

and

ACF INDUSTRIES, LLC
101 Clark Street
St. Charles, Missouri 63301

and

THE HERBERT HOOVER BOYS AND GIRLS CLUB OF ST. LOUIS, INC.

2901 North Grand Avenue,
St. Louis, MO 63107

Grantee: **REGION VII of the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

11201 Renner Blvd.
Lenexa, KS 66219

Department: **MISSOURI DEPARTMENT OF NATURAL RESOURCES**

P.O. Box 176, 1101 Riverside Drive,
Jefferson City, Missouri 65102

Reference Book/Page: N/A

Legal Description: See **Exhibit B**, attached hereto.

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by and between the **Land Reutilization Authority of the City of St. Louis, Missouri**, a public body, created, existing and acting under and by the authority of the Municipal Land Reutilization Law of Missouri, 1520 Market St., Suite 2000, St. Louis, Missouri 63103 (“**LRA**”), **ACF Industries, LLC**, a Delaware limited liability company, 101 Clark Street, St. Charles Missouri 63301 (“**ACF**”), and **The Herbert Hoover Boys and Girls Club of St. Louis, Inc.**, a Missouri non-profit corporation, 2901 North Grand Avenue, St. Louis, MO 63107 (“**HHBGC**,” together with LRA and ACF, collectively, the “**Owner**,” or “**Grantor**”), and, **Region VII, United States Environmental Protection Agency** (“**Holder**”), and the **Missouri Department of Natural Resources** (“**Department**,” together with Holder, collectively, the “**Grantee**”) pursuant to the Missouri Environmental Covenants Act, Sections 260.1000 through 260.1039, RSMo and Missouri Risk Based Corrective Action Rules 10 CSR 25-18.010 Owner, Holder, and the Department may collectively be referred to as the “**Parties**” herein.

RECITALS

WHEREAS, LRA, ACF, and HHBGC are the owners in fee simple of certain real property located in St. Louis City, State of Missouri, at the location commonly known as the former Carter Carburetor Facility, or adjacent thereto, as follows: ACF is the owner in fee simple of real property commonly known and numbered as 2810-2858 N. Spring Ave., St. Louis City Assessor’s Parcel Number: 23860000150 (“**Parcel 1**”), and 2831 N. Grand Blvd., St. Louis City Assessor’s Parcel Number: 23860000450 (“**Parcel 2**,” together with Parcel 1, collectively, the “**ACF Property**”); LRA is the owner in fee simple of real property commonly known and numbered as 2837 N. Grand Blvd., St. Louis City Assessor’s Parcel Number: 23860000350 (“**Parcel 3**”), 2809-2813 St. Louis Ave., St. Louis City Assessor’s Parcel Number: 23850300600 (“**Parcel 4**”), 2817-2819 N. Spring Ave., St. Louis City Assessor’s Parcel Number: 23850300500 and 2821-2823 N. Spring Ave, St. Louis City Assessor’s Parcel Number 23850300400 (“**Parcel 5**”) and 2825 N. Spring Ave., St. Louis City Assessor’s Parcel Number: 23850300300 (“**Parcel 6**,” together with Parcel 3, Parcel 4, and Parcel 5, collectively, the “**LRA Property**”); HHBGC is the owner in fee simple of certain real property commonly known and numbered as 2827-2833 N. Spring Ave., St. Louis City Assessor’s Parcel Number: 23850300250 (“**Parcel 7**”) and 2835-2859 N. Spring Ave., St. Louis City Assessor’s Parcel Number: 23850300200 (“**Parcel 8**,” together with Parcel 7, collectively, the “**HHBGC Property**”); each as shown on the site map attached hereto as **Exhibit A**, and legally described as:

See **Exhibit B**, attached hereto and incorporated herein by reference.

(the LRA Property, the ACF Property, and HHBGC Property are hereinafter collectively referred to as the “**Property**” or the “**Site**”);

WHEREAS, the Property is situated in the City of St. Louis, Missouri;

WHEREAS, Owner desires to grant to the Holder this Covenant for the purpose of subjecting the Property to certain activity and use limitations as provided in the Missouri Environmental Covenants Act;

WHEREAS, the Missouri Department of Natural Resources enters into this covenant as a “department” pursuant to the Missouri Environmental Covenants Act, Sections 260.1000 through 260.1039 RSMo, with all the attendant rights of a “department” under such Act, which include but are not limited to having a right to enforce this Covenant;

WHEREAS, Holder enters into this covenant as a “holder” pursuant to the Missouri Environmental Covenants Act, with all the attendant rights of a “holder” under such Act, which include but are not limited to acquiring an interest in the Property and a right to enforce this Covenant;

WHEREAS, ACF entered into an Administrative Settlement Agreement and Order on Consent for Removal Actions, Docket No. CERCLA-07-2013-0008 (“**Settlement Agreement**”) for the Property pursuant to Sections 104, 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (“**CERCLA**”) 42 U.S.C. §§9604, 9606(a), 9607, and 962. This Settlement Agreement requires ACF to file an Environmental Covenant for the Property with the appropriate recorder of deeds in the event that chemicals of concern remain at the site above standards that are protective of unrestricted land use, following the investigation and remediation of the site under CERCLA.

WHEREAS, the environmental response project conducted at the Property included the following activities:

Pursuant to Sections 104, 106(a), 107 and 122 of CERCLA, on March 30, 2011, USEPA issued an Enforcement Action Memorandum, which is Attachment III of the Settlement Agreement. The Action Memorandum proposed actions in four separate areas of the Property. ACF and USEPA then entered into the Settlement Agreement on June 3, 2013. The Settlement Agreement required ACF to investigate and undertake removal actions in the four separate areas of the Property. These areas are the former Die Cast Area, the former TCE Aboveground Storage Tank (TCE-AST) Area, the Carter Building, Inc., Area (CBI Area), and the WILLCO Plastics Building Area. The Removal Actions undertaken included the excavation of all material within the footprint of the former Die Cast Area to the top of bedrock and installation of a cap pursuant to the Toxic Substances Control Act (“TSCA”), removal of the TCE from the TCE-AST Area through in situ thermal desorption/soil vapor extraction, the demolition and disposal of the CBI Area building components, the characterization and removal of all PCB impacted soils below the CBI Building, and the demolition and disposal of the WILLCO Plastics Building. The work was completed in 2018.

Upon completion of the removal actions, confirmation sampling was performed in the remaining soils in the TCE-AST Area, the CBI Building sub-slab soils, the side walls of the Die Cast Area excavation, and the WILLCO Plastics Building sub-slab soils. The post-removal sampling confirmed that the clean-up goals were achieved. Consequently, with the exception of the former Die Cast Area TSCA Cap, no additional engineering controls were utilized within the TCE-AST Area, the CBI Building Area, or the WILLCO Plastics Building Area.

WHEREAS, upon completion of the response actions described above, contaminants of concern, which include but may not be limited to PCBs, remain on some areas of the Property above levels that are protective of unrestricted use of the Property; and

WHEREAS, the remedies described above are deemed protective if and only if the protective measures described in this Covenant remain in place for as long as the contaminants of concern remain at the Property.

NOW THEREFORE, Owner, Holder, and the Department agree to the following:

1. Parties.

The Owner, Holder, and the Department are parties to this Environmental Covenant, and may enforce it as provided in Section 260.1030, RSMo.

2. Activity and Use Limitations.

Owner hereby subjects the Property to, and agrees to comply with, the following activity and use limitations:

No Residential Land Use: Based on reports on file at the offices of the Missouri Department of Natural Resources (“**Department**”) in Jefferson City, Missouri, the Property currently meets the Department’s standards for non-residential use. Therefore, contaminants of concern remaining at the Property do not pose a significant current or future risk to human health or the environment so long as the restrictions below remain in place. The Property shall not be used for residential purposes, which for purposes of this Covenant include but are not limited to: single family homes, duplexes, multi-plexes, apartments, condominiums, schools, child-care facilities, or any land use where persons can be expected to reside. Notwithstanding the foregoing, the Property may be used for athletic purposes and related instruction, including, but not limited to, athletic camps for children.

No Disturbance of Soil: Based on reports on file at the Department’s offices in Jefferson City, Missouri, certain contaminants of concern remain in a few areas of the Property, but do not pose a significant current or future risk to human health or the environment with respect to non-residential uses of the property so long as the soil is not disturbed such that exposure would result

Therefore, soil on the Property shall not be excavated or otherwise disturbed in any manner without the prior written approval of the Department. If an Owner/Transferee desires to disturb soil at the Property, then such Owner/Transferee shall request permission to do so from the Department at least 30 days before the soil disturbance activities are scheduled to begin. Based on the potential hazards associated with the soil disturbance activities, the Department may deny the request to disturb the soils or may require specific protective or

remedial actions before allowing such soil disturbance activities to occur. Contaminated soil may be disturbed if necessary during an emergency (such as water or gas main break, fire, explosion or natural disaster), in which case the Owner/Transferee shall ensure that notification is provided to the Department and Holder verbally or in writing as soon as practicable, but no later than 48 hours after the disturbance. Any contaminated soil disturbed as part of an emergency response action must be returned to its original location and depth, or properly characterized, managed and disposed of, in accordance with all applicable local, state, and federal requirements. Within 30 days after such emergency has been abated, the Owner/Transferee shall provide a written report describing such emergency and any response actions.

Construction Worker Notice: In the event that construction work is to be performed that may expose workers to contaminated soil on the Property, Owner/Transferee shall ensure that actual notice is provided in advance, both verbally and in writing, to any person or entity performing any work that results in exposure to such soil, so that appropriate protective measures are taken to protect such workers' health and safety in accordance with applicable health and safety laws and regulations. Such notice shall include, but not be limited to, providing a copy of this Covenant to any individuals responsible for the construction. Owner/Transferee shall maintain copies of any such written notice for a period of at least three years, and shall provide copies of such records to the Department and/or Holder upon request.

Engineered Controls for Soil: Based on reports on file at the Department's offices in Jefferson City, Missouri, contaminants of concern remaining in the soil in the former Die Cast Area at the Property (see Figure __ of **Exhibit C**, Post Removal Site Control Plan for location of former Die Cast Area), do not pose a significant current or future risk to human health or the environment so long as the engineered control(s) described below is/are maintained so as to prevent exposure, release, or migration of contaminants from the soil. With respect to the former Die Cast Area, there are four specific PCB concentration intervals in soils, described as follows: a) Levels greater than or equal to 100 ppm PCB were disposed off-site; b) Levels greater than or equal to 25 ppm PCB and less than 100 ppm PCB were reused as backfill below ten feet from ground level and the engineered Die Cast Area TSCA Cap; c) levels greater than or equal to 1 ppm PCB and less than 25 ppm PCB were reused as backfill below 3 feet from ground level and the Die Cast Area TSCA Cap, and d) levels less than 1 ppm PCB were reused as backfill, unrestricted. The Die Cast Area TSCA Cap currently covers the entire surface area of the former Die Cast Area. Therefore, the following engineered controls must remain in place and remain effective in accordance with the Department-approved Post-Removal Site Control Plan, unless and until the Department provides written approval for any modifications: The Die Cast Area TSCA Cap shall be inspected and maintained as an exposure and rainwater infiltration barrier as specified in the Post-Removal Site Control Plan, which is attached hereto as **Exhibit C**. The inspection shall be conducted annually. The specific requirements for the inspection are found in Section 4 of the Post-

Removal Site Control Plan. The maintenance standards are found in Section 3 of the Post-Removal Site Control Plan.

No Drilling or Use of Groundwater: The following restrictions shall apply to groundwater beneath the Property: 1) Groundwater from the Property shall not be consumed or otherwise used for any purpose, except for the collection of samples for environmental analysis purposes, collection or treatment of groundwater for remedial purposes, or collection or treatment of groundwater as part of excavation or construction activities. 2) There shall be no drilling or other artificial penetration of any groundwater-bearing unit(s) containing contaminants, unless performed in accordance with a Department-approved work plan; 3) Installation of any new groundwater wells on the Property is prohibited, except for wells used for investigative, monitoring and/or remediation purposes installed in accordance with a Department-approved work plan.

Groundwater use at the Site is additionally addressed by St. Louis City Ordinance 66777, which prohibits groundwater use in the City of St. Louis as potable water.

If any person desires in the future to use the Property for any purpose or in any manner that is prohibited by these Covenants, the Department and the Holder must be notified in advance so that a Modification, Temporary Deviation, or Termination request can be considered as described below. Further analyses and/or response actions may be required prior to any such use.

3. Running with the Land.

This Covenant shall be binding upon Owner and Owner's heirs, successors, assigns, and other transferees in interest (collectively referred to as "**Transferees**") during their period of ownership, and shall run with the land, as provided in Section 260.1012, RSMo, subject to amendment or termination as set forth herein. The term "Transferee(s)," as used in this Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees (subject to applicable lender liability protections prescribed by law), easement holders, and/or lessees.

4. Location of Files and Records.

Records of this environmental response project for the Property are currently located in the Department's offices in Jefferson City, Missouri. Information regarding the project may be obtained from the Department through a request under Chapter 610 RSMo, commonly referred to as the Missouri Sunshine Law, to the Department's Custodian of Records, referencing the site identification name of Carter Carburetor Site, 8785 (MDNR ID) and MOD000822601 (SEMS EPA ID).

5. Enforcement.

Compliance with this Covenant may be enforced as provided in Section 260.1030, RSMo. Failure to timely enforce compliance with this Covenant or the activity

and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any non-compliance. Nothing in this Covenant shall restrict any person from exercising any authority under any other applicable law.

In addition to or in lieu of any other remedy authorized by law, prior to taking legal action to enforce this Covenant, the Department may require Owner/Transferee to submit a plan to investigate and/or correct any alleged violation of this Covenant. If such Owner/Transferee fails to act within the required timeframe or if the Department finds a proposed remedy unacceptable, the Department may pursue any remedy authorized by law.

6. Right of Access.

Owner, on behalf of itself and any Transferees, hereby grants to the Holder and the Department and their respectively authorized agents, contractors, and employees, the right to access the Property at all reasonable times for implementation, monitoring, inspection, or enforcement of this Covenant and the related environmental response project. Nothing herein shall be deemed to limit or otherwise impede the Department's rights of access and entry under federal or state law or other agreement.

7. Compliance Reporting.

Owner/Transferee shall submit to Holder and the Department, by no later than January 31st of each year, documentation verifying that the activity and use limitations imposed hereby were in place and complied with during the preceding calendar year. The Compliance Report shall include the following statement, signed by Owner/Transferee:

I certify that to the best of my knowledge, after thorough evaluation of appropriate facts and information, the information contained in or accompanying this submission is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

In the event that an Owner, Transferee, or Holder becomes aware of any noncompliance with the activity and use limitations described in paragraph 2 above, such person or entity shall notify all other Parties to this Covenant in writing as soon as possible, but no later than 10 business days thereafter.

8. Additional Rights.

None.

9. Notice upon Conveyance.

Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations set forth in this Covenant, and provide the recording reference for this Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED _____, 2020, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF ST. LOUIS CITY, MISSOURI, ON _____, 2020, AS DOCUMENT NO. _____, BOOK____, PAGE ____.

Owner/Transferee shall notify Holder and the Department within ten (10) days following each conveyance of an interest in any portion of the Property. The notice shall include the name, address, and telephone number of the Transferee, and a copy of the deed or other documentation evidencing the conveyance.

10. Representations and Warranties.

Owner hereby represents and warrants to Holder and the Department:

- a) that Owner has the power and authority to enter into this Covenant, to grant the rights and interests herein provided and to carry out all of Owner's obligations hereunder;
- b) that this Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected; and
- c) that Owner is the sole owner of the Property and holds fee simple title, which is free, clear and unencumbered.

11. Amendments, Termination, and Temporary Deviations.

This Covenant may be amended or terminated by approval of the Department, Holder, and the current Owner/Transferee of record at the time of such amendment or termination, pursuant to section 260.1027 RSMo. Any other Parties to this Covenant hereby waive the right to consent to any amendment to, or termination of, this Covenant. Following signature by all requisite persons or entities on any amendment or termination of this Covenant, Owner/Transferee shall record and distribute such documents as described below.

Temporary deviations from the obligations or restrictions specified in this Covenant may be approved by the Department in lieu of a permanent amendment to this Covenant. Owner/Transferee may submit a written request to the Department to temporarily deviate from specified requirements described herein for a specific purpose and timeframe, which shall not exceed 90 days. Any such request shall be transmitted to the Holder and the Department as described below. The request must specifically invoke this paragraph of this Covenant, fully explain the basis for such temporary deviation, and demonstrate that protection of human health and the environment will be maintained. The Department shall evaluate the request and convey approval or denial in writing. Owner/Transferee may not deviate from the requirements of this Covenant unless and until such approval has been obtained.

12. Severability.

If any provision of this Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

13. Governing Law.

This Covenant shall be governed by and interpreted in accordance with the laws of the State of Missouri.

14. Recordation.

Within thirty (30) days after the date of the final required signature upon this Covenant or any amendment or termination thereof, Owner shall record this Covenant with the appropriate recorder of deeds for each county in which any portion of the Property is situated. Owner shall be responsible for any costs associated with recording this Covenant.

15. Effective Date.

The effective date of this Covenant shall be the date upon which the fully executed Covenant has been recorded with the office of the recorder of the county in which the Property is situated.

16. Distribution of Covenant.

Within thirty (30) days following the recording of this Covenant, or any amendment or termination of this Covenant, Owner/Transferee shall, in accordance with Section 260.1018, RSMo, distribute a file- and date-stamped copy of the Covenant as recorded with the appropriate recorder of deeds (including book and page numbers) to: (a) each of the Parties hereto; (b) each person holding a recorded interest in the Property, including any mortgagees or easement holders; (c) each person in possession of the Property; (d) each municipality or other unit of local government in which the Property is located; and (e) any other person designated by the Department.

17. Contact Information.

Any document or other item required by this Covenant to be given to another party hereto shall be sent to:

If to Owner/Transferee:

**Land Reutilization Authority of the City
of St. Louis, Missouri**
1520 Market Street, Suite 2000
St. Louis, Missouri 63103

and

ACF Industries, LLC

101 Clark Street
St. Charles, Missouri 63301

With copies to:

Eugene M. Watson
HRP Associates, Inc.
2500 South Old Hwy 94, Ste 202
St. Charles, MO 63303

Douglas A. Cohen
Brown Rudnick LLP
City Place 1 185 Asylum Street
Hartford, CT 06103

Julie O'Keefe
Armstrong Teasdale LLP
7700 Forsyth Blvd., Suite 1800
St. Louis, MO 63105

and

**The Herbert Hoover Boys And Girls Club
Of St. Louis, Inc.**
2901 North Grand Avenue,
St. Louis, MO 63107

If to Holder:

**Region VII of the United States
Environmental Protection Agency**
11201 Renner Blvd.
Lenexa, Kansas 66219
Attn: _____

If to Department:

Project Manager – Carter Carburetor Site
[Program/Section within DNR],
Hazardous Waste Program
P.O. Box 176
Jefferson City, MO 65102-0176

Owner/Transferee, Holder, or the Department may change the designated recipient of such notices by providing written notice of the same to each other. If the Department provides notice to a former Owner/Transferee, then such

Owner/Transferee shall so notify both the Department and the current Owner/Transferee of the Property.

18. Reservation of Rights.

This Covenant is a necessary component of the environmental response project described above. Nothing in this Covenant shall be construed so as to relieve any Owner/Transferee from the obligation to comply with this Covenant during their period of ownership, or with any other source of law. This Covenant is not a permit, nor does it modify any permit, order, agreement, decree, or judgment issued under any federal, State, or local laws or regulations, and the Department does not warrant or aver in any manner that an Owner/Transferee's compliance with any aspect of this Covenant will result in compliance with any such requirements. The Department reserves all legal and equitable remedies available to enforce the provisions of this Covenant or any other legal requirement, and/or to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, the Property. Nothing herein shall be construed so as to prevent the Department or Holder from taking any independent actions as allowed by law.

The undersigned represent and certify that they are authorized to sign this Covenant on behalf of their respective Parties.

IT IS SO AGREED:

FOR OWNER:

LRA:

Land Reutilization Authority of the City of St. Louis, Missouri,
a public body, created, existing and acting under and by the authority of the Municipal Land Reutilization Law of Missouri,

By: _____ Date: _____

Name (print): _____

Title: _____

Address: 1520 Market St.,
Suite 2000,
St. Louis, Missouri 63103

STATE OF _____)

)

COUNTY OF _____)

On this ___ day of _____, 2020, before me a Notary Public in and for said state, personally appeared _____ (*Name*), _____ (*Title*) of the **Land Reutilization Authority of the City of St. Louis, Missouri**, a public body, created, existing and acting under and by the authority of the Municipal Land Reutilization Law of Missouri, known to me to be the person who executed the within Covenant on behalf of said corporation and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public

FOR OWNER:

ACF:

ACF Industries, LLC,
a Delaware limited liability company

By: _____ Date: _____

Name (print): _____

Title: _____

Address: 101 Clark Street
St. Charles, Missouri 63301

STATE OF _____)

)

COUNTY OF _____)

On this ___ day of _____, 2020, before me a Notary Public in and for said state, personally appeared _____ (*Name*), _____ (*Title*) of **ACF Industries, LLC**, a Delaware limited liability company, known to me to be the person who executed the within Covenant on behalf of said limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public

FOR OWNER:

HHBGC:

The Herbert Hoover Boys and Girls Club of St. Louis, Inc.

a Missouri non-profit corporation

By: _____ Date: _____

Name (print): _____

Title: _____

Address: 2901 North Grand Avenue,
St. Louis, MO 63107

STATE OF _____)

)

COUNTY OF _____)

On this ___ day of _____, 2020, before me a Notary Public in and for said state, personally appeared _____ (*Name*), _____ (*Title*) of the **The Herbert Hoover Boys and Girls Club of St. Louis, Inc.**, a Missouri non-profit corporation, known to me to be the person who executed the within Covenant on behalf of said corporation and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public

FOR HOLDER:

Region VII, United States Environmental Protection Agency

By: _____

Date: _____

Name (print): _____

Title: _____

Address: _____

STATE OF _____)

)

COUNTY OF _____)

)

On this ___ day of _____, 2020, before me a Notary Public in and for said state, personally appeared _____ (*Name*), _____ (*Title*) of **Region VII, United States Environmental Protection Agency**, known to me to be the person who executed the within Covenant on behalf of said corporation and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public

FOR DEPARTMENT

Missouri Department of Natural Resources

By: _____ Date: _____

David J. Lamb, Director
Hazardous Waste Program
Missouri Department of Natural Resources
PO Box 176
Jefferson City, MO 65102-0176

STATE OF _____)

)

COUNTY OF _____)

On this ___ day of _____, 2020, before me a Notary Public in and for said state, personally appeared David J. Lamb, Director of the Hazardous Waste Program of the Missouri Department of Natural Resources, a state agency, known to me to be the person who executed the within Covenant on behalf of said agency by authority of its Director and acknowledged to me that he executed the same for the purposes therein stated.

Notary Public

EXHIBIT A

Site Plan

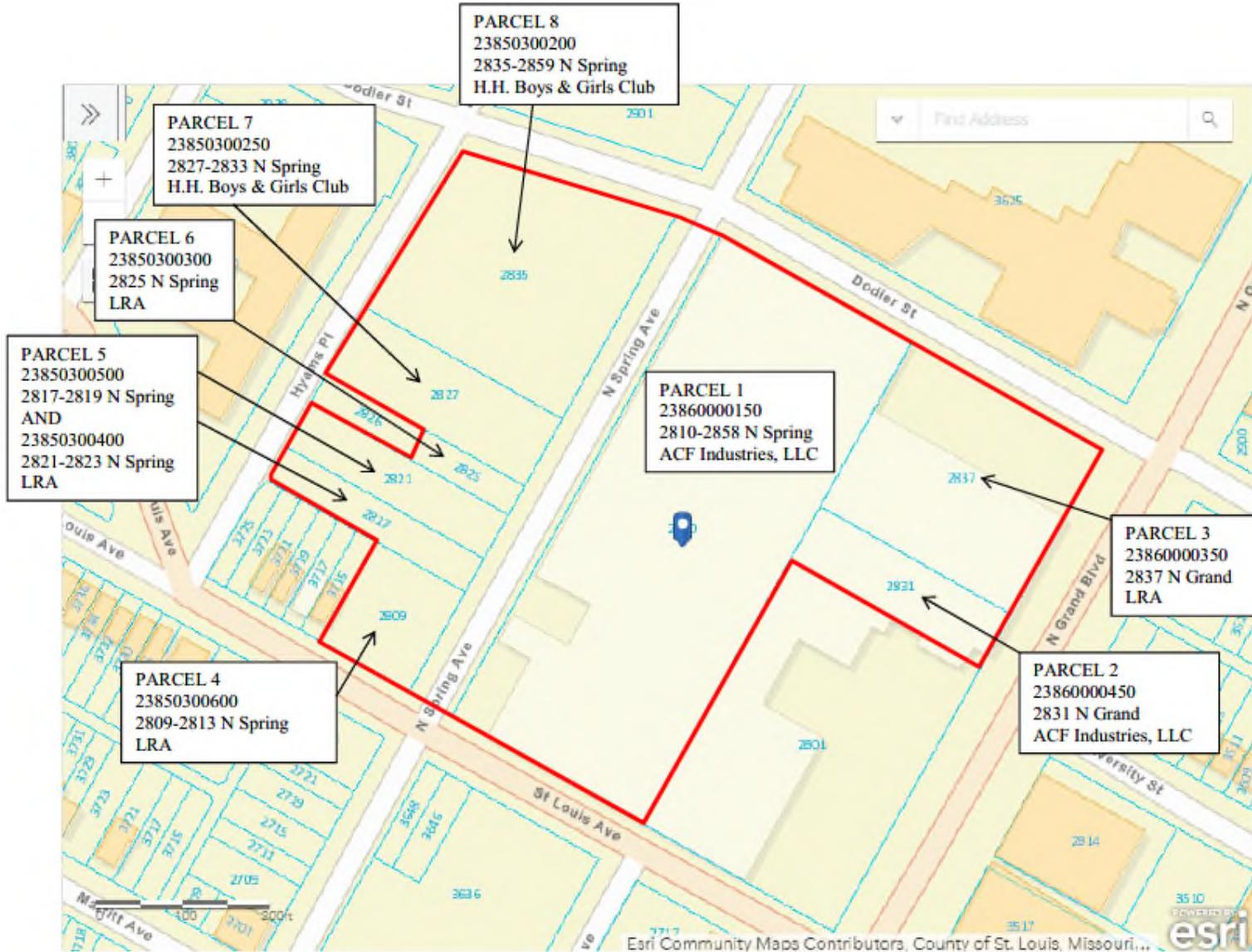


EXHIBIT B

The ACF Property, the LRA Property and the HHBGC Property collectively constitute the Property, as legally described below.

ACF PROPERTY:

PARCEL 1:

Lot 10 and part of Lots 11, 12 and 13 of Block 2 of Page and McPherson's Subdivision in U.S. Survey 2499 and in Block 2386 of the City of St. Louis being part of a tract of land conveyed to Carter Building, Inc. by Trustee's Deed recorded in Book M879 page 943 of the City of St. Louis Recorder's Office and being more particularly described, as surveyed, as follows: commencing at the intersection of the northwestern line of Grand Avenue (120' wide) and the northeastern line of St. Louis Avenue (60' wide); thence along the said northeastern line of St. Louis Avenue N60°51'04"W 250.96' to a point on the northwestern line of Lot 9 of Page and McPherson's Subdivision and being the point of beginning; thence continuing along said northeastern line of St. Louis Avenue N60°51'04"W 250.95' to a point on the southeastern line of Spring Avenue (56' wide); thence along said southeastern line N29°13'16"E 628.00' to a point on the southwestern line of Dodier Street (60' wide); thence along said southwestern line S60°51'48"E 248.70' to a point on the northwestern line of a tract of land conveyed to the Land Reutilization Authority of the City of St. Louis (L.R.A.) by Sheriff's Deed recorded in Book M900 page 207 of the City of St. Louis Recorder's Office; thence along said northwestern line S29°02'55"W 351.13' to the western most corner of said L.R.A. tract; thence along the southwestern line of said L.R.A. tract S60°51'48"E 0.74' to a point on the northwestern line of Lot 8 of Page and McPherson's Subdivision; thence along said northwestern line and the northwestern line of said Lot 9 S29°07'36"W 276.93' to the point of beginning.

Commonly known as: 2810-2858 N. Spring Ave.

St. Louis City Assessor's Parcel Number: 23860000150

PARCEL 2:

Lot 1 of Dodier - Grand Subdivision, in Block 2386 of the City of St. Louis, according to the plat thereof recorded June 18, 2013 in Plat Book 06182013 page 110 of the City of St. Louis Records.

Commonly known as: 2831 N. Grand Blvd.

St. Louis City Assessor's Parcel Number: 23860000450

LRA PROPERTY:

PARCEL 3:

Lot 2 of Dodier - Grand Subdivision, in Block 2386 of the City of St. Louis, according to the plat thereof recorded June 18, 2013 in Plat Book 06182013 page 110 of the City of St. Louis Records.

Commonly known as: 2837 N. Grand Blvd.

St. Louis City Assessor's Parcel Number: 23860000350

PARCEL 4:

Part of Lot 9 in Block 1 of Page and McPherson's Subdivision Lots and in Block 2385 of the City of St. Louis, fronting 120 feet 10 inches on the North line of St. Louis Avenue, by a depth Northwardly of 130 feet.

Commonly known as: 2809-2813 St. Louis Ave.
St. Louis City Assessor's Parcel Number: 23850300600

PARCEL 5:

That portion of Block 2385-E in the City of St. Louis, Missouri, fronting 100 feet 10 inches on Spring Avenue, by a depth of 255 feet 10 inches on the South, which South line is parallel to and 130 feet North of the North line of St. Louis Avenue, and by a depth of 260 feet 10 inches on the North, which North line is parallel to and 230 feet 10 inches North of the North line of St. Louis Avenue.

Commonly known as: 2817-2819 N. Spring Ave., and 2821-2823 N. Spring Ave.
St. Louis City Assessor's Parcel Numbers: 23850300500 and 23850300400

PARCEL 6:

East one hundred thirty feet five inches (130' 5") of part of Lots 7 and 9 in Block 1 of Page and McPherson Suburban Lots in City Block 2385 E, fronting thirty-seven feet six inches (37' 6") on West line of Spring Avenue by a depth Westwardly of one hundred thirty feet five inches (130' 5") to property of George Martin Schonhorst and wife, Bounded South by a line two hundred thirty feet ten inches (230' 10") North of North line of St. Louis Avenue, 60 feet wide, and Bounded North by property now or formerly owned by Charles Iverson and wife.

Commonly known as: 2825 N. Spring Ave.
St. Louis City Assessor's Parcel Number: 23850300300

HHBGC PROPERTY:

PARCEL 7:

Part of Lot 7 in Block 1 of Page and McPherson's Suburban Lots and in Block 2385 East of the City of St. Louis, fronting 87 feet 6 inches on the West line of Spring Avenue, by a depth Westwardly of 260 feet 10 inches to the East line of Hyams Place; bounded North by a line 355 feet 10 inches North of the North line of St. Louis Avenue and South by the South line of property conveyed to Isidor R. Lemke by Deed recorded in Book 1557 page 384.

Commonly known as: 2827-2833 N. Spring Ave.
St. Louis City Assessor's Parcel Number: 23850300250

PARCEL 8:

Part of Lots 7 and 10 in Block 1 of Page and McPherson's Suburban Lots and in Block 2385 East, formerly 2385, of the City of St. Louis, beginning at the intersection of the West line of Spring Avenue with the South line of Dodier Street, thence West along the South line of Dodier

Environmental Covenant

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Street, 253 feet 6-7/8 inches to the East line of Hyams Place, thence South along the East line of Hyams Place, 214 feet 2-1/4 inches, thence East 260 feet 10 inches, more or less, to West line of Spring Avenue, thence North along West line of Spring Avenue, 265 feet 10 inches to the South line of Dodier Street the place of beginning.

Commonly known as: 2835-2859 N. Spring Ave.,
St. Louis City Assessor's Parcel Number: 23850300200

EXHIBIT C

Post Removal Site Control Plan

[Attached hereto]

St. Louis Title, LLC

INFORMATIONAL TITLE REPORT

Revision #: 1, Print Date: March 31, 2020

- A. Effective Date: **February 28, 2020 @ 8:00AM**
- B. The estate or interest in the land described or referred to in this Report is:
Fee Simple
- C. According to the St Louis City Records, title to the estate or interest in the subject land is at the Effective Date vested in:
ACF Industries, LLC, a Delaware limited liability company, as to Parcels 1 & 2
Land Reutilization Authority of the City of St. Louis, Missouri, as to Parcels 3, 4, 5 & 6
Herbert Hoover Boys and Girls Club of St. Louis, Inc., a Missouri non-profit corporation, as to Parcels 7 & 8
- [Click here for copy of Vesting Deed\(s\) for Parcels 1-2](#)
- [Click here for copy of Vesting Deed\(s\) for Parcels 3-8](#)
- D. The subject land is described as follows:
SEE ATTACHED EXHIBIT "A"

St. Louis Title, LLC

By: 

Exhibit A

File No: 14227STL

PARCEL 1:

Lot 10 and part of Lots 11, 12 and 13 of Block 2 of Page and McPherson's Subdivision in U.S. Survey 2499 and in Block 2386 of the City of St. Louis being part of a tract of land conveyed to Carter Building, Inc. by Trustee's Deed recorded in Book M879 page 943 of the City of St. Louis Recorder's Office and being more particularly described, as surveyed, as follows: commencing at the intersection of the northwestern line of Grand Avenue (120' wide) and the northeastern line of St. Louis Avenue (60' wide); thence along the said northeastern line of St. Louis Avenue N60°51'04"W 250.96' to a point on the northwestern line of Lot 9 of Page and McPherson's Subdivision and being the point of beginning; thence continuing along said northeastern line of St. Louis Avenue N60°51'04"W 250.95' to a point on the southeastern line of Spring Avenue (56' wide); thence along said southeastern line N29°13'16"E 628.00' to a point on the southwestern line of Dodier Street (60' wide); thence along said southwestern line S60°51'48"E 248.70' to a point on the northwestern line of a tract of land conveyed to the Land Reutilization Authority of the City of St. Louis (L.R.A.) by Sheriff's Deed recorded in Book M900 page 207 of the City of St. Louis Recorder's Office; thence along said northwestern line S29°02'55"W 351.13' to the western most corner of said L.R.A. tract; thence along the southwestern line of said L.R.A. tract S60°51'48"E 0.74' to a point on the northwestern line of Lot 8 of Page and McPherson's Subdivision; thence along said northwestern line and the northwestern line of said Lot 9 S29°07'36"W 276.93' to the point of beginning.

PARCEL 2:

Lot 1 of Dodier - Grand Subdivision, in Block 2386 of the City of St. Louis, according to the plat thereof recorded June 18, 2013 in Plat Book 06182013 page 110 of the City of St. Louis Records.

PARCEL 3:

Lot 2 of Dodier - Grand Subdivision, in Block 2386 of the City of St. Louis, according to the plat thereof recorded June 18, 2013 in Plat Book 06182013 page 110 of the City of St. Louis Records.

PARCEL 4:

Part of Lot 9 in Block 1 of Page and McPherson's Subdivision Lots and in Block 2385 of the City of St. Louis, fronting 120 feet 10 inches on the North line of St. Louis Avenue, by a depth Northwardly of 130 feet.

PARCEL 5:

That portion of Block 2385-E in the City of St. Louis, Missouri, fronting 100 feet 10 inches on Spring Avenue, by a depth of 255 feet 10 inches on the South, which South line is parallel to and 130 feet North of the North line of St. Louis Avenue, and by a depth of 260 feet 10 inches on the North, which North line is parallel to and 230 feet 10 inches North of the North line of St. Louis Avenue.

PARCEL 6:

East one hundred thirty feet five inches (130' 5") of part of Lots 7 and 9 in Block 1 of Page and McPherson Suburban Lots in City Block 2385 E, fronting thirty-seven feet six inches (37' 6") on West line of Spring Avenue by a depth Westwardly of one hundred thirty feet five inches (130' 5") to property of George Martin Schonhorst and wife, Bounded South by a line two hundred thirty feet ten inches (230' 10") North of North line of St. Louis Avenue, 60 feet wide, and Bounded North by property now or formerly owned by Charles Iverson and wife.

PARCEL 7:

Part of Lot 7 in Block 1 of Page and McPherson's Suburban Lots and in Block 2385 East of the City of St. Louis, fronting 87 feet 6 inches on the West line of Spring Avenue, by a depth Westwardly of 260 feet 10 inches to the East line of Hyams Place; bounded North by a line 355 feet 10 inches North of the North line of St. Louis Avenue and South by the South line of property conveyed to Isidor R. Lemke by Deed recorded in Book 1557 page 384.

PARCEL 8:

Part of Lots 7 and 10 in Block 1 of Page and McPherson's Suburban Lots and in Block 2385 East, formerly 2385, of the City of St. Louis, beginning at the intersection of the West line of Spring Avenue with the South line of Dodier Street, thence West along the South line of Dodier Street, 253 feet 6-7/8 inches to the East line of Hyams Place, thence South along the East line of Hyams Place, 214 feet 2-1/4 inches, thence East 260 feet 10 inches, more or less, to West line of Spring Avenue, thence North along West line of Spring Avenue, 265 feet 10 inches to the South line of Dodier Street the place of beginning.

INFORMATIONAL TITLE REPORT

(ITEMS OF RECORD)

The following items are disclosed by the public records of St Louis City County and are being shown for informational purposes only:

- A. All assessments and taxes for the year 2020 and all subsequent years for the City of St. Louis.
- B. Terms and provisions of Ordinance Nos. 46004 and 54943. (Parcel 1)
- C. Terms and provisions of St. Louis City Ordinance No. 67914, as amended by Ordinance No. 69202, establishing a Housing Conservation District which includes the subject property.
- D. Conditions and restrictions, according to the instrument recorded in Book C-6 page 62 and Book 191 page 372. (Parcel 1)
 - But omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent said covenant or restriction is permitted by applicable law.
- E. Right-of-Way of alley(s) over that part of subject property embraced therein.
- F. Building lines, easements, covenants, restrictions, and set backs which are shown on the plat recorded in Book 06182013 page 0110. (Parcels 2 & 3)
- G. Easement granted to Union Electric Company by the instrument recorded in Book 7824 page 39 and Book 7824 page 40. (Parcel 2 & 3)
- H. Right of Re-entry Clause contained in Special Warranty Deed from Land Reutilization Authority of the City of St. Louis, Missouri to ACF Industries, LLC, recorded June 18, 2013 in Book 06182013 page 125. (Parcel 1)
- I. Terms and provisions of Memorandum of Real Estate Option Agreement dated June 17, 2013 by and between ACF Industries, LLC and The Herbert Hoover Boys and Girls Club of St. Louis, Inc., according to instrument recorded June 18, 2013 in Book 06182013 page 272. (Parcel 1)
- J. Terms and provisions of Willco Building Property Site Access Agreement, according to instrument recorded June 18, 2013 in Book 06182013 page 273.
- K. Terms and provisions of Temporary Remediation Easement Agreement by and between Land Reutilization Authority of the City of St. Louis, Missouri and ACF Industries LLC, according to instrument recorded June 18, 2013 in Book 06182013 page 274.

First Amendment to Temporary Remediation Easement Agreement recorded September 12, 2014 in Book 09122014 page 0003.

Second Amendment to Temporary Remediation Easement Agreement recorded September 12, 2014 in Book 09162015 page 0142.

- L. May be subject to subdivision assessments.**
- M. May be subject to sewer assessments.**
- N. May be subject to rights of parties in possession, or with an equitable interest, under any unrecorded instruments, including (without limitation) leases, month-to-month tenancies, contracts for deed or installment sale contracts.**
- O. Conditions and restrictions as to Nuisances, according to instrument recorded in Book Y-5 page 353. (Parcel 5)**
- P. Easement granted to Union Electric Company by the instrument recorded in Book 7623 page 206 and Book 8290 page 13. (Parcel 5)**
- Q. Subject to Deed restriction contained with in Deed recorded in Book 09122006 page 202. (Parcel 7)**
- R. Terms and provisions of Temporary Remediation Easement Agreement by and between The Herbert Hoover Boys and Girls Club of St. Louis, Inc. and ACF Industries LLC, according to instrument recorded July 29, 2015 in Book 07292015 page 212.**

[Click here for copies of recorded documents](#)

[Click here for copies of additional recorded documents](#)

NOTE: The following is provided for informational purposes only. While we have obtained this information from sources we consider to be reliable, we do not guarantee its accuracy. You should contact the Assessor's office to verify the information.

[Click here for copy of Tax Sheets for Parcels 1-2](#)

[Click here for copy of Tax Sheets for Parcels 3-8](#)

PARCEL 1

2019 Assessed Value:\$91,500.00

2019 City Rate: 8.1618

Commercial Surcharge: 1.6400

Tax Locator Number: 23860000150

Address: 2810-2858 North Spring Avenue

2019 general taxes by the City of St. Louis are paid in the amount of \$8,968.65.

PARCEL 2

2019 Assessed Value:\$4,900.00
2019 City Rate: 8.1618
Commercial Surcharge: 1.6400
Tax Locator Number: 23860000450
Address: 2831 North Grand Boulevard

2019 general taxes by the City of St. Louis are paid in the amount of \$399.93.

PARCEL 3

2019 Assessed Value:\$33,000.00
2019 City Rate: 8.1618
Commercial Surcharge: 1.6400
Tax Locator Number: 23860000350
Address: 2837 North Grand Boulevard

2019 general taxes by the City of St. Louis are exempt.

PARCEL 4

2019 Assessed Value:\$6,300.00
2019 City Rate: 8.1618
Commercial Surcharge: 1.6400
Tax Locator Number: 23850300600
Address: 2809-2813 North Spring Avenue

2019 general taxes by the City of St. Louis are exempt.

PART OF PARCEL 5

2019 Assessed Value:\$4,500.00
2019 City Rate: 8.1618
Commercial Surcharge: 1.6400
Tax Locator Number: 23850300500
Address: 2817-2819 North Spring Avenue

2019 general taxes by the City of St. Louis are exempt.

PART OF PARCEL 5

2019 Assessed Value:\$6,200.00
2019 City Rate: 8.1618
Commercial Surcharge: 1.6400
Tax Locator Number: 23850300400
Address: 2821-2823 North Spring Avenue

2019 general taxes by the City of St. Louis are exempt.

PARCEL 6

2019 Assessed Value:\$2,000.00
2019 City Rate: 8.1618
Commercial Surcharge: 1.6400
Tax Locator Number: 23850300300
Address: 2825 North Spring Avenue

2019 general taxes by the City of St. Louis are exempt.

PARCEL 7

2019 Assessed Value:\$9,400.00

2019 City Rate: 8.1618

Commercial Surcharge: 1.6400

Tax Locator Number: 23850300250

Address: 2827-2833 North Spring Avenue

2019 general taxes by the City of St. Louis are exempt.

PARCEL 8

2019 Assessed Value:\$30,000.00

2019 City Rate: 8.1618

Commercial Surcharge: 1.6400

Tax Locator Number: 23850300200

Address: 2835-2859 North Spring Avenue

2019 general taxes by the City of St. Louis are exempt.

NOTE: The foregoing information is furnished strictly with the understanding that such information has been taken from the public record without a complete examination of instruments that purport to affect the subject real property and therefore, St. Louis Title, LLC assumes no liability as to the accuracy or completeness of such information.

St. Louis Title, LLC shall have no liability for this report unless the invoice for this report is paid in full within 30 days of the invoice date.

St. Louis Title, LLC's liability for this report is limited to \$1,000.00. There is no liability assumed for items not indexed properly in the public records or other data bases on which St. Louis Title, LLC relies or for matters that would be disclosed by an accurate survey or inspection of the property. This report and the legal description given herein are based upon information supplied by the applicant as to the location and identification of the property in question, and no liability is assumed for any discrepancies resulting therefrom.

This report is prepared by St. Louis Title, LLC for informational purposes only, as an accommodation, does not represent a commitment to insure title, nor is it an abstract of title. Further, the report is not an opinion as to the marketability of title to the subject premises and should not be considered providing legal advice.