

**FINDING OF SUITABILITY TO TRANSFER
(FOST)**

Savanna Army Depot Activity

LRA Parcel 8

April 9, 2025

1. PURPOSE

The purpose of this Finding of Suitability to Transfer (FOST) is to document the environmental suitability of certain parcels or property at Savanna Army Depot Activity for transfer to the Jo Carroll Local Redevelopment Authority consistent with Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section 120(h) and Department of Defense (DOD) policy. In addition, the FOST includes the CERCLA Notice, Covenant, and Access Provisions and other Deed Provisions and the Environmental Protection Provisions (EPPs) necessary to protect human health or the environment after such transfer.

2. PROPERTY DESCRIPTION

LRA Parcel 8 consists of 10.04 acres, which includes four buildings, roads and parking, a former coal storage area and 5.77 acres of undeveloped land (the “Property”). The Property is located in the lower post area and was used for vehicle maintenance, refueling and vehicle-related petroleum product storage. The southern portion of the Property was also used for coal storage. The Property currently is used by a tenant for vehicle maintenance. The Property is intended to be transferred for commercial use consistent with the intended reuse of the Property as set forth in the Jo Carroll Local Redevelopment Authority Reuse Plan. A site map of the Property is attached (Enclosure 1).

3. ENVIRONMENTAL DOCUMENTATION

A determination of the environmental condition of the Property was made based upon the Environmental Baseline Survey (EBS), Savanna Army Depot Activity, Savanna, Illinois (SAIC, 1999); Community Environmental Response Facilitation Act (CERFA) Report (1999); Archive Search Report (1999); Final Record of Decision for Thirty-three Lower Post and Plant Area Sites SAIC, July 2012; Final Land Use Control Implementation Plan for Twenty-One Lower Post and Plant Area Sites, ERT, Inc. March 2015; Final Record of Decision No Further Action at Twenty-Two Sites, Savanna Army Depot Activity, SAIC, April 2010; and the Final Record of Decision for Thirty-three Lower Post and Plant Area Sites SAIC, July 2012. The comprehensive EBS was updated through the preparation of an Environmental Condition of Property Update Report, dated April 2025 (Enclosure 10). The information provided is a result of a complete search of agency files during the development of these environmental surveys and documents. A complete list of documents providing information on the environmental conditions of the Property is attached (Enclosure 2).

4. Environmental Condition of Property

The DOD Environmental Condition of Property (ECP) category for the Property is ECP Category 4. A summary of the ECP categories for parcels and the ECP category definitions are provided in Table 1 – Description of Property (Enclosure 3).

4.1. Environmental Remediation Sites

There are four environmental remediation sites on this parcel.

Site 177 - Building 101 Active Service Station: The Active Service Station, Building 101, is located at the northwestern boundary of the parcel. Building 101 was constructed in 1942, and in 1949, four USTs were installed to store gasoline and diesel fuel. On 14 June 1990, the four USTs (one 1,000-gallon UST, two 6,000-gallon USTs, and one 14,000-gallon UST) were removed. No evidence of leakage from the tanks was observed during tank removal; however, soil contamination had resulted from fuel transfer operations over the past 40 years. After contaminated soil was removed, two 15,000-gallon, double-wall steel USTs (one containing gasoline, one containing diesel) were installed in their place. Two regulated 15000-gallon USTs were installed in 1990. The diesel tank operated from 1990 until 2001, and the gasoline tank operated from 1990 until 2003. Both USTs were removed in 2009. The Leaking Underground Storage Tank Program Property Owners Summary indicated the site would be limited to industrial/commercial use. A “No Further Remediation” letter could not be issued since no deed existed, but IEPA indicated a letter would be issued at the time of the property transfer from the Army to the Local Reuse Authority. The industrial/commercial use limitation will be implemented with an environmental covenant (Letter from Illinois Environmental Protection Agency to Savanna Army Depot Activity regarding incident 20090635, dated March 9, 2010; Project Activities Work Plan Two 15000-gallon UST Removal at Savanna Army Depot Activity, Former Service Station, TolTest, March 2009). The deed will include the following restrictions: maintaining industrial/commercial land use; prohibit land development for residential, elementary and secondary school, child care facilities, playgrounds, or other occupancy uses that are incompatible with industrial/commercial activity or are tantamount to residential occupancy; and prevent the growing of crops and produce for human consumption; and prevent the use of groundwater as a source of drinking water; and will prevent and prohibit the use and installation of groundwater wells in the surficial aquifer for consumptive use (i.e., potable use or irrigation).

Site 94 - Motor Pool (Building 103) Building 103 Motor Pool is located in the heavily developed industrial Lower Post Shop Area of SVDA. Building 103 was used for vehicle and equipment maintenance activities and had four main areas (office space, vehicle maintenance area, a wash rack and a heavy equipment maintenance area). The building is currently leased and is used as a shop. Site 94 was identified during the EBS as requiring additional evaluation for potential environmental concerns because wash water from this building historically flowed into floor drains equipped with grease sumps and into collection sumps prior to discharge to the storm and sanitary sewer system. If the integrity of the oil/water separator (OWS) and floors was compromised, hazardous constituents could have been released to the environment. Motor oil, gear lube, antifreeze, transmission fluid, and solvents historically were used or stored in Building 103, and spills of these hazardous materials could have been released to the sumps and/or soil beneath the concrete floor. Visual inspections of the building floor and OS were conducted to determine if chemical constituents had been released into the environment. In addition, dye was used to trace the flow of liquids present in the sewer line system and help identify potential locations of release. No evidence of release or contamination at the site was noted during the lower post investigation and no sampling of environmental media at Site 94 was conducted. The site was identified as no further action in the Record of Decision No Further Action at Twenty-Two Sites, Savanna Army Depot Activity, April 2010. (Final Record of Decision No Further Action at Twenty-Two Sites, Savanna Army Depot Activity, SAIC, April 2010).

Site 95 - Flammable Storage (Building 104) The flammable storage building was constructed in 1952 and was used to store spent oil, lubricants, and solvent used in the daily operation of the Motor Pool. The building originally had a dirt floor that had been stained by leaked chemicals and was reportedly excavated prior to 1990. The current floor is concrete without drains. The site was investigated as part of the Lower Post Remedial Investigation. The site is included with the lower post shop area land use control implementation plan. Benzo(a)pyrene and Aroclor 1254 in the surface soil were detected in the surface soil were detected at concentrations above the screening criteria for protection of residential human health. (Final Record of Decision for Thirty-three Lower Post and Plant Area Sites SAIC, July 2012; Final Land Use Control Implementation Plan for Twenty-One Lower Post and Plant Area Sites, ERT, Inc. March 2015).

Site 135 - Former Coal Storage Area: This site is a large open area north and west of building 127 where coal was stored prior to the main heating plant being converted to oil fired boilers. The soil and groundwater in this area were investigated. Some coal residuals including benzo(a)pyrene and dibenzo(a,h)anthracene and metals including arsenic, cadmium, mercury, nickel, selenium, and thallium were detected. Lab data and risk assessment results indicate that no further action, other than land use controls (LUC) to prevent residential use, is required (Record of Decision for Thirty-three Sites in the Lower Post and Plant Areas, Savanna Army Depot Activity, Final, SAIC, July 2012).

All environmental soil and groundwater remediation activities on the property have been completed or are in place and operating properly and successfully.

A Land Use Implementation Control Plan was developed for sites , 95 and 135 in March 2015. The LUC includes institutional controls prohibiting all uses of the Property except those compatible with industrial/commercial land use. The LUCs will be included in an environmental covenant that will be filed with Property deed (Final Land Use Control Implementation Plan for Twenty-One Lower Post and Plant Area Sites, Savanna Army Depot Activity, ERT, Inc. March 2015). The deed will include the following restrictions: maintaining industrial/commercial land use; prohibit land development for residential, elementary and secondary school, childcare facilities, playgrounds, or other occupancy uses that are incompatible with industrial/commercial activity or are tantamount to residential occupancy; and prevent the growing of crops and produce for human consumption; and prevent the use of groundwater as a source of drinking water; and will prevent and prohibit the use and installation of groundwater wells in the surficial aquifer for consumptive use (i.e., potable use or irrigation).

Table 1 (Description of Property) contains a summary of sites, including those with no environmental investigation/remediation sites and no evidence of groundwater contamination on the property(Enclosure 3). A summary of the environmental remediation sites is provided in Table 2 – Notification of Hazardous Substance Storage, Release, or Disposal (Enclosure 4) for Site 95 Site 135 and Site 177.

4.2. Storage, Release, or Disposal of Hazardous Substances

Hazardous substances were stored for one year or more and released or disposed of on the Property in excess of reportable quantities specified in 40 CFR Part 373. All hazardous substance

storage operations have been terminated on the property. Hazardous substances were released in excess of the 40 CFR 373 reportable quantities at the following sites: Site 95, Site 135 and Site 177. The release or disposal of these hazardous substances was remediated at the time of the release or as part of the Installation Restoration Program (IRP). See Section 4.1 Environmental Remediation Sites for additional information. A summary of the hazardous substance activities is provided in Table 2 – Notification of Hazardous Substance Storage, Release, or Disposal (Enclosure 4). The CERCLA 120(h)(3) Notice, Description, Covenant, and Access Rights at Enclosure 6 will be included in the Deed.

4.3. Petroleum and Petroleum Products

4.3.1. Underground and Above-Ground Storage Tanks (UST/AST)

Current UST/AST Sites

There are two aboveground double-wall petroleum storage tanks (AST) on the property, one 500-gallon tank containing gasoline and one 750-gallon tank containing diesel fuel. There is no evidence of petroleum releases from these sites.

Former UST/AST Sites

A total of six underground petroleum storage tanks on the property have been removed. Four USTs were installed to store gasoline and diesel fuel. On 14 June 1990, four USTs (one 1,000-gallon UST, two 6,000-gallon USTs, and one 14,000-gallon UST) were removed. No evidence of leakage from the tanks was observed during tank removal; however, soil contamination had resulted from fuel transfer operations over the past 40 years. After contaminated soil was removed, two 15,000-gallon, double-wall steel USTs (one containing gasoline, one containing diesel) were installed in place of the four USTs that were removed. The diesel tank operated from 1990 until 2001, and the gasoline tank operated from 1990 until 2003. The two new USTs were removed in 2009. A summary of the UST/AST petroleum product activities is provided in Table 3 – Notification of Petroleum Products Storage, Release, or Disposal (Enclosure 5).

4.3.2. Non-UST/AST Storage, Release, or Disposal of Petroleum Products

There was non-UST/AST storage of petroleum products in excess of 55 gallons for one year or more on the Property. The petroleum was used for the following types of activities: Automotive workshop activities in Building 233. Petroleum products, including motor oil, brake fluids and other automotive fluids are still used on the property. No evidence of release was noted during the site walk through.

There was no evidence of petroleum releases in excess of 55 gallons as a result of these activities. Sampling was conducted in 1999 and determined there were no petroleum-related exceedances.

4.4. Polychlorinated Biphenyls (PCB)

There is no evidence that PCB-containing equipment is located or was previously located on the Property.

4.5. Asbestos

There is asbestos-containing material (ACM) in the following buildings: 103. The ACM includes black, gray and green 9-inch by 9-inch vinyl floor tile and black mastic under the floor tile. See January 2004 Asbestos Survey Report for additional information. The ACM does not currently pose a threat to human health or the environment because all friable asbestos that posed an unacceptable risk to human health has been removed or encapsulated.

4.6. Lead-Based Paint (LBP)

The property was not used for residential purposes and the transferee intends to convert the property to residential use in the future. Any remaining lead-based paint or lead-contaminated dust that has not been removed or abated will not present an unacceptable risk to human health, because prior to converting the Property to residential use, as defined by 24 CFR 35, the transferee assumes responsibility for abatement or management of lead-based paint and lead dust hazards in accordance with applicable federal, state, and local requirements. The deed will include a lead-based paint warning and covenant (Enclosure 7).

4.7. Indoor Firing Ranges

There is no evidence any of the structures on the property were used as indoor firing ranges.

4.8. Radiological Materials

There is no evidence that radioactive material or sources were stored or used on the Property.

4.9. Radon

There were no radon surveys conducted on the Property.

4.10. Munitions and Explosives of Concern (MEC)

Based on a review of existing records and available information, there is no evidence that Munitions and Explosives of Concern (MEC) are present on the Property. In addition, the historical use of the Property has been vehicle maintenance activities and coal storage. The term "MEC" means military munitions that may pose unique explosives safety risks, including: (A) unexploded ordnance (UXO), as defined in 10 U.S.C. §101(e)(5); (B) discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (C) munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard.

4.11. Other Property Conditions

There are no other hazardous conditions on the Property that present an unacceptable risk to human health and the environment.

5. Adjacent Property Conditions

There are 35 sites located within the ASTM search distance of 1 mile from the Property:

- Site SEW – Lower post sewer lines
- Site 88 – H-Area Open Drainage Ditch to the Apple River
- Site 75 - Army Reserve Motor Pool
- Site 44 - Nitric Acid Storage Area
- Site 31 Gun Site (World War I):
- Site 131 - Building 137 Scrap Pile
- Site 88HD & 88DB: H-Area Drainage Basin (DB) & Drainage Ditches (HD)
- Site 136 – Bldg. 412, Former APE Pilot Shop
- Site 190B - H-Area Materials Storage/Scrap Yard
- Site HA - H-Area Warehouses
- Site 15 Small Arms Ammunition Burn Area and Site 33 Artillery Ballistic Test Site
- Site 67 Fire Training Waste Oil Tank
- SVAD-006-R-01 Mortar Impact Range Group
- Site 223 Small Arms Ammunition Disposal Area
- Site 76AD APE Shop Rear Dock Area
- Site 76 CS Former Coal Storage Area
- Site 76OD Open Drum Storage Area
- Site 76FA Building 117 Furnace Area
- Site 76GS Building 111, Former Service Station
- Site 76RH Building 115, Locomotive Roundhouse
- Site 37PS Pole Storage Area
- Site 37AB Storage Sheds south of Building 129
- Site 37CD Storage Sheds south of Building 118
- Site 37FS Facilities Engineer Storehouse
- Site 37GS Gasoline Spill
- Site 86 Building 128 Storage Area
- Site 92, known as Pesticide Storage or Building 113
- Site 93 known as Pesticide Mixing Pad
- Site 20 Abandoned Landfill
- Site 126 (CN plant Boiler building USTs, Building 502
- Site 178 Ordnance School Lake
- Site 73 Stables Landfill
- Site 129 PCB Spill Between Buildings 132 and 134 and Transformer Vault Adjacent to the Southeast end of Building 134
- Site 223 Small Arms Ammunition Disposal Area
- Site 85 New Small Arms Range

All these sites are within the former Savanna Army Depot boundary and none of these sites impact the Property or otherwise present a risk to human health or the environment on the Property. All of the listed sites have been investigated and none have been found to have had a release of hazardous substance or migration of hazardous substances to the Property.

6. Environmental Remediation Agreements

The following environmental order/agreement is applicable to the Property: The Savanna Army Depot Activity Federal Facility Agreement, dated 26 September 1989.

All remediation activities on the property, required by such agreement or order, are completed or in place and operating properly and successfully (See Section 4.1 Environmental Remediation Sites). The deed will include a provision reserving the Army's right to conduct other response activities on the Property if necessary (Enclosure 7).

7. Regulatory/Public Coordination

The U.S. EPA Region 5, the Illinois EPA, and the public were notified of the initiation of this FOST. Regulatory/public comments received during the public comment period will be reviewed and incorporated, as appropriate. A copy of the regulatory/public comments and the Army Response will be included at Enclosures 8 and 9.

8. National Environmental Policy Act (NEPA) Compliance

The environmental impacts associated with the proposed transfer of the Property have been analyzed in accordance with the National Environmental Policy Act (NEPA). The results of this analysis have been documented in the Environmental Impact Statement (EIS) for BRAC 95 Disposal and Reuse of the Savanna Army Depot Activity, Savanna, Illinois, dated July 1997, with the signed Record of Decision (ROD) dated January 13, 1998. The Army examined the ROD and determined that all recommended mitigation has or will be implemented. A Record of Environmental Consideration (REC) was prepared since the EIS was finalized over ten years ago. The REC determined that there have been no significant changes in the current land use of the Property or adjacent lands or in the reuse scenarios; therefore, the analysis in the EIS remains accurate. See the REC dated March 27, 2020.

9. Finding of Suitability to Transfer

ECP Category 4:

Based on the information above, I conclude that all removal or remedial actions necessary to protect human health and the environment have been taken and the Property is transferable under CERCLA Section 120(h)(3). In addition, all Department of Defense requirements to reach a finding of suitability to transfer have been met, subject to the terms and conditions set forth in the attached Environmental Protection Provisions that shall be included in the deed for the Property. The deed will also include the CERCLA 120(h)(3) Notice, Covenant, and Access Provision and Other Deed Provisions. Finally, the hazardous substance notification table (Table 2) shall be included in the deed as required under CERCLA Section 120(h) and DoD FOST guidance.

Richard C. Ramsdell
Operations Branch Chief
US Army Base Realignment and Closure Division

9 Enclosures

Encl 1 -- Site Map of Property

Encl 2 -- Environmental Documentation

Encl 3 -- Table 1 -- Description of Property

Encl 4 -- Table 2 --Notification of Hazardous Substance Storage, Release, or Disposal

Encl 5 -- Table 3 -- Notification of Petroleum Product Storage, Release, or Disposal

Encl 6 -- CERCLA Notice, Covenant, and Access Provisions and Other Deed Provisions

Encl 7 -- Environmental Protection Provisions

Encl 8 -- Regulatory/Public Comments

Encl 9 -- Army Response

The map displays the 100th Air Refueling Wing Installation. Parcel 8 is highlighted in yellow. Various sites are marked with numbers and labels, including Site 15, Site 65, Site 67, Site 100, Site 101, Site 102, Site 103, Site 104, Site 123, Site 129, Site 132, Site 134, Site 135, Site 140, Site 145, Site 177, Site 95, Site 96, Site 126, Site 127, Site 128, Site 129, Site 131, Site 132, Site 133, Site 134, Site 135, Site 136, Site 137, Site 138, Site 139, Site 140, Site 141, Site 142, Site 143, Site 144, Site 145, Site 146, Site 147, Site 148, Site 149, Site 150, Site 151, Site 152, Site 153, Site 154, Site 155, Site 156, Site 157, Site 158, Site 159, Site 160, Site 161, Site 162, Site 163, Site 164, Site 165, Site 166, Site 167, Site 168, Site 169, Site 170, Site 171, Site 172, Site 173, Site 174, Site 175, Site 176, Site 177, Site 178, Site 179, Site 180, Site 181, Site 182, Site 183, Site 184, Site 185, Site 186, Site 187, Site 188, Site 189, Site 190, Site 191, Site 192, Site 193, Site 194, Site 195, Site 196, Site 197, Site 198, Site 199, Site 200. The map also shows roads, installation boundaries, buildings, and storage areas. A legend in the top right corner defines the symbols used. A scale bar and a north arrow are also present.

Enclosure 2: Environmental Documentation

1. Environmental Baseline Survey; Savanna Army Depot Activity, Savanna, Illinois; Science Applications International Corporation (SAIC); May 1999
2. Community Environmental Response Facilitation Act (CERFA) Report dated June 1999
3. Environmental Impact Statement for BRAC 95 Disposal and Reuse of the Savanna Army Depot Activity; Savanna, Illinois; Tetra Tech, Inc.; July 1997
4. Savanna Army Depot Activity Reuse Plan and Implementation Strategy; Savanna Army Depot Local Reuse Grantee/Transferee; Economics Research Associates; December 1996
5. Archive Search Report (March 1999)
6. Savanna Army Depot Activity Federal Facility Agreement (26 September 1989)
7. Records Search conducted by Environmental Data Resources Inc of Milford, CT, 10 May 2016
8. Final Site Characterization Report for Ordnance & Explosives, Phase I, Savanna Army Depot Tetra Tech, September 2004
9. Final Record of Decision (ROD), No Further Action at Fourteen Sites, Savanna Army Depot, Savanna, IL, SAIC May 2012
10. Final Record of Decision Sites 5, 24, 37PS, 76CS, 76OD, 126, 155, 184, & 186, SAIC August 2013
11. Final Record of Decision for 33 Lower Post & Plant Area Sites, SAIC July 2012
12. Final Land Use Control Implementation Plan for Twenty-One Lower Post and Plant Area Sites, Savanna Army Depot Activity, ERT, Inc. March 2015
13. Final Draft SVAD-001-R-01, SVAD-003-R-01, SVAD-012-R-01, and SVAD-015-R-01 Feasibility Study, SAIC, February 2013.
14. Final Focused Feasibility Study, Sites 15 and 33, Savanna Army Depot Activity, SAIC, February 2010
15. Final Record of Decision, Site 76AD, APE Shop Read Dock Area, LEIDOS, April 2016
16. Remedial Action Completion Report for Sites 76CS, 76OD and 37PS at the Savanna Army Depot Activity, CH2M, April 2016
17. Project Activities Work Plan Two 15000-gallon UST Removal at Savanna Army Depot Activity, Former Service Station, TolTest, March 2009

18. Final Record of Decision (ROD), No Further Action at Twenty-Two Sites, Savanna Army Depot, Savanna, IL SAIC April 2010
19. Proposed Plan Site 20 H-Area Landfill Cells, Savanna, IL, Final, LEIDOS, May 2017
20. Lower Post Final Groundwater Feasibility Study, SAIC, February 2009; Savanna Army Depot Activity
21. Draft Final Decision Document for Mortar Range Impact Area SVAD-006-R-01, Savanna Army Depot Activity, April 2009
22. Record of Decision Site 20 Abandoned Landfill and Site 99 Building 762 CF Plant Batter Shop and Leaching Pits, Savanna Army Depot Activity, LEIDOS, June 2016
23. Record of Decision Site 73 Stables Landfill and Site 178 Ordnance School Lake, Savanna Army Depot Activity, LEIDOS, August 2016
24. Final Record of Decision Site 85, CAPE, July 2017
25. Environmental Condition of Property Update, Savanna Army Depot Activity, US Army, 3 April 2020
26. Record of Environmental Consideration, Savanna Army Depot Activity, US Army, 27 March 2020
27. Letter, Illinois Environmental Protection Agency to Savanna Army Depot Activity, Review of Final Closure Report for 18 Underground Storage Tank Systems at the Savanna Army Depot Activity, February 10, 2004
28. Remedial Action Completion Report for Site 85, Savanna Army Depot Activity, PARS/Gannett Fleming, January 2019

Enclosure 3: Table 1 – Description of Property

Building Number and Property Description	EBS Parcel Designation	Condition Category	Remedial Actions
5.77 acres of open space, Bldg. 103 -Site 94,	8	1	None
Site 177 Bldg. 102 USTs, Site 95- Building104, Site 135 former coal storage	8	4	Implement Land Use Controls

Category 1: Areas where no release or disposal of hazardous substances or petroleum products has occurred. (including no migration of these substances from adjacent areas)

Category 2: Areas where only release or disposal of petroleum products has occurred.

Category 3: Areas where release, disposal, and/or migration of hazardous substances has occurred, but at concentrations that do not require a removal or remedial response.

Category 4: Areas where release, disposal, and/or migration of hazardous substances has occurred, and all removal or remedial actions to protect human health and the environment have been taken.

ENCLOSURE 4

TABLE 2 – NOTIFICATION OF HAZARDOUS SUBSTANCE STORAGE, RELEASE OR DISPOSAL

Building Number	Name of Hazardous Substance(s)	Date of Storage, Release, or Disposal	Remedial Actions
104	Benzo(a)pyrene Aroclor 1254	1952 to 2000	Used to store spent oil, lubricants, and solvents used in motor pool; non-residential land use control implemented
Former Coal Storage Area	Benzo(a)pyrene, dibenzo(a,h)anthracene and arsenic	1940's to 1960's	Non-residential land use control implemented
101	Petroleum	1942 to 2009	Non-residential land use control implemented
<p>* The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or 'Superfund') 42 U.S.C. §9620(h). This table provides information on the storage of hazardous substances for one year or more in quantities greater than or equal to 1,000 kilograms or the hazardous substance's CERCLA reportable quantity (whichever is greater). In addition, it provides information on the known release of hazardous substances in quantities greater than or equal to the substances CERCLA reportable quantity. See 40 CFR Part 373.</p>			

ENCLOSURE 5

TABLE 3 – NOTIFICATION OF PETROLEUM PRODUCT STORAGE, RELEASE, OR DISPOSAL

Building Number/ USTs	Name of Petroleum Product(s)	Date of Storage, Release, or Disposal	Remedial Actions
Building 101 One 1,000-gallon; Two 6,000-gallon; One 14,000-gallon USTs	Gasoline	Storage; 1949 to 1990 Soil contamination from fuel transfer	USTs and contaminated soil removed
Building 101 two 15,000-gallon USTs	One gasoline and one diesel	Storage; 1990 -2009	USTs removed but IEPA required industrial/commercial land use limitation based on previous contamination

ENCLOSURE 6

CERCLA NOTICE, COVENANT, AND ACCESS PROVISIONS **AND OTHER DEED PROVISIONS**

The following CERCLA Notice, Covenant, and Access Provisions, along with the Other Deed Provisions, will be placed in the deed to ensure protection of human health and the environment and to preclude any interference with ongoing or completed remediation activities.

I. Property Covered by Notice, Description, Access Rights, and Covenants Made Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental Response Compensation, and Liability Act of 1980 (42 U.S.C. Section 9620(h)(3)(A)):

For the Property for Parcel 8, the Grantor provides the following notice, description, and covenants and retains the following access rights:

A. Notices Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. Section 9620(h)(3)(A)(i)(I) and (II)):

Pursuant to section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of, as defined in section 120(h), is provided in Exhibit __, attached hereto and made a part hereof.

B. Description of Remedial Action Taken, if Any, Pursuant to Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)):

Pursuant to section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620(h)(3)(A)(i)(III)), a description of the remedial action taken, if any, on the property is provided in Exhibit __, attached hereto and made a part hereof.

C. Covenant Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)):

Pursuant to section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620(h)(3)(A)(ii) and (B)), the United States warrants that -

(a) All remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to section 120(h)(3)(A)(i)(I) of the Comprehensive

Environmental Response, Compensation, and Liability Act of 1980 remaining on the property has been taken before the date of this deed, and

(b) Any additional remedial action found to be necessary after the date of this deed shall be conducted by the United States.

D. Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii)):

The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which an environmental response or corrective action is found to be necessary on the part of the United States, without regard to whether such environmental response or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test pitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the Grantee and its successors and assigns and shall run with the land.

In exercising such easement and right of access, the United States shall provide the Grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the Grantee's and the Grantee's successors and assigns' quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

In exercising such easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the Grantee and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

II. OTHER DEED PROVISIONS:

A. "AS IS CONDITION"

a. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property and accepts the condition and state of repair of the subject Property. The Grantee understands and agrees that the Property and any part thereof is offered "AS IS" without any representation, warranty, or guaranty by the Grantor as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose(s) intended by the Grantee, and no claim for allowance or deduction upon such grounds will be considered.

b. No warranties, either express or implied, are given with regard to the condition of the Property, including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. . The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property. The failure of the Grantee to inspect or to exercise due diligence to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand against the United States.

c. Nothing in this "As Is Condition" provision will be construed to modify or negate the Grantor's obligation under the "Covenant Pursuant to Sections 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9620(h)(3)(A)(ii) and (B))" or any other statutory obligations.

B. HOLD HARMLESS

a. To the extent authorized by law, the Grantee, its successors and assigns, covenant and agree to indemnify and hold harmless the Grantor, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed by the Grantee, its successors and assigns, and (2) any and all any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, mold, pesticides, PCBs, or other condition on any portion of the Property after the date of conveyance herein.

b. The Grantee, its successors and assigns, covenant and agree that the Grantor shall not be responsible for any costs associated with modification or termination of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed, including without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, mold, pesticides, PCBs, or other condition on any portion of the Property.

c. Nothing in this Hold Harmless provision will be construed to modify or negate the Grantor's obligation under the "Covenant Pursuant to Sections 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9620(h)(3)(A)(ii) and (B))" or any other statutory obligations or any other statutory obligations.

C. POST-TRANSFER DISCOVERY OF CONTAMINATION

a. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of conveyance, Grantee, its successors or assigns, shall be

responsible for such release or newly discovered substance unless Grantee is able to demonstrate that such release or such newly discovered substance was due to Grantor's activities, use, or ownership of the Property. If the Grantee, its successors or assigns believe the discovered hazardous substance is due to Grantor's activities, use or ownership of the Property, Grantee will immediately secure the site and notify the Grantor of the existence of the hazardous substances, and Grantee will not further disturb such hazardous substances without the written permission of the Grantor.

b. The Grantee, for itself, its successors and assigns, as part of the consideration for the conveyance of the Property, hereby releases the Grantor from any liability or responsibility for any claims arising solely out of the release or threatened release of any hazardous substance on the Property occurring after the date of the conveyance herein where such hazardous substance was placed on the Property by the Grantee, or its successors, assigns, employees, invitees, agents, contractors, or any person other than the Grantor after the date of the conveyance herein. This "Post-Transfer Discovery of Contamination" provision shall not affect the Grantor's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations, or the Grantor's obligations under the "Covenant Pursuant to Section 120(h)(3)(A)(ii) and B of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B))."

D. ENVIRONMENTAL PROTECTION PROVISIONS

The Environmental Protection Provisions are at Exhibit __, which is attached hereto and made a part hereof. The Grantee shall neither transfer the Property, lease the Property, nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion of the Environmental Protection Provisions contained herein, and shall require the inclusion of the Environmental Protection Provisions in all further deeds, easements, transfers, leases, or grant of any interest, privilege, or license.

ENCLOSURE 7

ENVIRONMENTAL PROTECTION PROVISIONS

The following conditions, restrictions, and notifications will be attached, in a substantially similar form, as an exhibit to the deed and be incorporated therein by reference in order to ensure protection of human health and the environment.

1. FEDERAL FACILITY AGREEMENT

The Grantor acknowledges that the Savanna Army Depot Activity has been identified as a National Priorities List (NPL) site under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended. The Grantee acknowledges that the Grantor has provided it with a copy of the Savanna Army Depot Activity Federal Facility Agreement (FFA) dated 26 September 1989. For so long as the Property remains subject to the FFA, the Grantee, its successors and assigns, agree that they will not interfere with United States Department of the Army activities required by the FFA. In addition, should any conflict arise between the FFA and any amendment thereto and the deed provisions, the FFA provisions will take precedence. The Grantor assumes no liability to the Grantee, its successors and assigns, should implementation of the FFA interfere with their use of the Property.

2. LAND USE RESTRICTIONS

A. The United States Department of the Army has undertaken careful environmental study of the Property and concluded that the land use restrictions set forth below are required to ensure protection of human health and the environment. The Grantee, its successors or assigns, shall not undertake nor allow any activity on or use of the property that would violate the land use restrictions contained herein.

- (1) **Residential Use Restriction.** The Grantee, its successors and assigns, shall not use the Property for residential purposes. For purposes of this provision, residential use includes, but is not limited to, single family or multi-family residences; childcare facilities; and nursing home or assisted living facilities; and any type of educational facility for children/young adults in grades kindergarten through 12.
- (2) **Groundwater Restriction.** The Grantee is hereby informed and acknowledges that the groundwater under the Property as -----(groundwater contaminants listed here). The Grantee, its successors and assigns, shall not access or use groundwater underlying the Property for any purpose without the prior written approval of the United States Department of the Army, the United States EPA, and the Illinois EPA. For the purposes of this restriction, "groundwater" shall have the same meaning as in Section 101(12) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

(3) **Farming Restriction.** The Grantee, its successors and assigns, shall not use the Property for the growing of crops and produce for human consumption.

B. Modifying Restrictions. Nothing contained herein shall preclude the Grantee, its successors or assigns, from undertaking, in accordance with applicable laws and regulations and without any cost to the Grantor, such additional action necessary to allow for other less restrictive use of the Property. Prior to such use of the Property, Grantee shall consult with and obtain the approval of the Grantor, and, as appropriate, the State or Federal regulators, or the local authorities. Upon the Grantee's obtaining the approval of the Grantor and, as appropriate, state or federal regulators, or local authorities, the Grantor agrees to record an amendment hereto. This recordation shall be the responsibility of the Grantee and at no additional cost to the Grantor.

C. Submissions. The Grantee, its successors and assigns, shall submit any requests to modifications to the above restrictions to Grantor, the US EPA, and the Illinois EPA, by first class mail, postage prepaid, addressed as follows:

a. Grantor – U.S. Army Engineer District, Louisville
ATTN: CELRL-OC
PO BOX 59
Louisville, KY 40202-0059

b. Illinois Environmental Protection Agency
2250 W. Iles Avenue, PO Box 19276
Springfield, IL 62794-9276

U.S. Environmental Protection Agency Region 5
77 West Jackson Blvd.
Chicago, IL 60604

3. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

A. The Grantee is hereby informed and does acknowledge that non-friable asbestos or asbestos-containing material ("ACM") has been found on the Property. The Property may contain improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that contain non-friable asbestos or ACM. The Occupational Safety and Health Administration (OSHA) and the U.S. Environmental Protection Agency have determined that such unprotected or unregulated exposure to airborne asbestos fibers increases the risk of asbestos-related diseases, including certain cancers that can result in disability or death.

B. The Grantee covenants and agrees for itself, its successors and assigns, forever, that its use and occupancy of the Property will be in compliance with all applicable laws and regulations relating to asbestos. The Grantee shall be responsible for any remediation or abatement of asbestos found to be necessary on the buildings or structures on the Property, including ACM in or on buried pipelines that may be required under applicable law or regulation.

C. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in

assessing the condition of the Property, including, without limitation, any asbestos or ACM hazards or concerns.

4. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSE

A. The Grantee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

The Grantee is informed and does acknowledge that all buildings on the property which were constructed prior to 1978 are known or presumed to contain lead-based paint.

The following records or reports available to the Grantor pertaining to lead-based paint or lead-based paint hazards on the Property have been provided to the Grantee: Environmental Condition of Property report dated .

The Grantee hereby affirms receipt of the records or reports identified herein and the lead hazard information pamphlet required under 15 U.S.C. § 2686.

The Grantee hereby acknowledges that it has conducted or has had the opportunity to conduct the risk assessment or inspection required by 24 C.F.R. § 35.90(a) with regard to the Property. The Grantee shall be deemed to have relied solely on its own judgment in assessing the condition of the Property with regard to lead-based paint and any lead-based paint hazards.

B. The Grantee covenants and agrees for itself, its successors and assigns, that it shall not permit the occupancy or use of any buildings or structures on the Property as a residential dwelling, as defined under 24 Code of Federal Regulations Part 35.86, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property

where its use subsequent to sale is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).

5. PESTICIDE NOTICE AND COVENANT

The Grantee is hereby notified and acknowledges that registered pesticides have been applied to the property conveyed herein and may continue to be present thereon. The Grantor and Grantee know of no use of any registered pesticide in a manner (1) inconsistent with its labeling or with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA)(7 U.S.C. § 136, et seq.) and other applicable laws and regulations, or (2) not in accordance with its intended purpose.

The Grantee covenants and agrees that if the Grantee takes any action with regard to the property, including demolition of structures or any disturbance or removal of soil that may expose, or cause a release of, a threatened release of, or an exposure to, any such pesticide, Grantee assumes all responsibility and liability therefor.