

REAL ESTATE SALES CONTRACT

1. *Parties and Purpose.* Caseyville Sport Choice, L.L.C., ("Purchaser") an Illinois Limited Liability Company, agrees to purchase for an amount equal to One Million Four Hundred Sixty Thousand (\$1,460,000.00) and subject to the terms of this agreement, the real estate in Caseyville, St. Clair County, Illinois. The real estate is commonly known as S. Morrison Avenue; 30 Hollywood Heights Road; Hollywood Heights Road; and 200 Southern Drive, the Village of Caseyville, St. Clair County, Illinois, together with all improvements and personal property located thereon at the time of closing, described in the legal description that is contained within the document attached hereto and incorporated herein as Exhibit "A" (the "Premises"). James and Erma Seiber (individually or collectively known herein as "Seller"), agrees to sell the Premises, the improvements, if any, and any and all related costs or expenses of Seller as set forth below at the price and for the terms as set forth in this Contract. Seller will convey or cause to be conveyed to Purchaser or Purchaser's nominee merchantable title by a recordable warranty deed, with release of homestead rights, if any, and a proper bill of sale, subject only to:

- a. Covenants, conditions and restrictions of record, and public and utility easements (none of which interferes with the satisfaction of the approval conditions (described below);
- b. General taxes not yet due and payable; and
- c. Coal, oil and other mineral rights previously sold.

2. *Earnest Money.* Purchaser has already transferred to Seller, by corporate or cashiers check an amount equal to \$40,000.00 as earnest money. The earnest money transferred to Seller as provided above will be **nonrefundable**, except as otherwise provided by the terms of this Contract and will be referred to in this agreement as the "earnest money." The earnest money will be applied against the purchase price at closing. If real estate sales contracts for all properties contained in Exhibit "B" are not negotiated and executed within sixty (60) days from the date that Seller signs this Contract, this Contract may be withdrawn and voided by Purchaser and Purchaser shall have no obligation to proceed with the payment of any earnest money or otherwise perform the terms of this Contract.

3. *Seller's Representations.* Seller represents and warrants to Purchaser that as of the date of the Seller's execution of this Contract, and as of the closing date: (a) neither Seller, nor Seller's agents, has received any notice from any federal, state or local governmental authority or agency of any violation of any zoning, building, fire, environmental, pollution, safety or health laws, ordinances, rules, regulations or requirements with respect to the Premises that have not been corrected; (b) to the best of Seller's knowledge, within the last 12 months there has not been threatened the issuance of any notice from any federal, state or local governmental authority or agency of any violation of any laws, ordinances, rules, regulations or requirements with respect to the Premises; (c) Seller has not received notice of any pending or threatened condemnation of the Premises or any pending or threatened special tax or assessment in relation to it; (d) Seller owns the Premises in fee simple; (e) Seller is not subject to any commitment, obligation or agreement, including, but not limited to any right of first refusal or option to purchase granted to a third party, which will prevent Seller from completing the sale of the Premises to Purchaser under the terms of this Contract, or which would bind Purchaser in any manner subsequent to the

consummation of this Contract; and (f) to the best of Seller's knowledge, the Premises does not violate any federal, state or local governmental authority or agency zoning, building, fire, environmental, pollution, safety or health laws, ordinances, rules, regulations or requirements. If Seller receives any such notice, or if Seller is unable to restate any of the above representations at the closing, Seller must promptly advise Purchaser.

4. *Condemnation/Casualty.*

- a. If prior to the closing, Seller receives written notice of any action, suit or proceeding to take all or any part of the Premises under the powers of eminent domain, Seller must immediately provide Purchaser notice of this. Purchaser will then have 60 days to either: (1) terminate this Contract and receive a return of its earnest money, or (2) elect to close the transaction. If the Purchaser elects to close, and the amount of the condemnation award is definite and ascertainable at or prior to the closing, Seller will be entitled to receive the entire amount of the award, and the purchase price will be reduced by that amount. However, if the amount of the condemnation award is not so definite and ascertainable at the time of closing, Seller must deliver to Purchaser at the closing an absolute assignment of Seller's interest in that award, and the purchase price will be the full amount stated.
- b. If the improvements located on the Premises are destroyed or materially damaged by fire or other casualty prior to the closing, Seller must immediately provide Purchaser with notice of this. Purchaser will then have 60 days to either: (1) terminate this Contract and receive a return of its earnest money, or (2) elect to close the transaction. If the Purchaser elects to close, Seller will be entitled to receive and retain all insurance proceeds.

5. *Governmental Approvals, Permit Approvals and Financing.* From and after the date of Purchaser's acceptance of this Contract and until the expiration of the condition period (or the second condition period, as the case may be) in Paragraph 6, Purchaser must use reasonable efforts to secure to its satisfaction, or obtain reasonable assurances of securing to its satisfaction, all of the following:

- a. All governmental (federal, state, or local) approvals, zoning amendments, variations and special uses, site plan approvals, a resubdivision of the Premises, if necessary, and the vacation of public rights-of-way as may be required for the construction (including, without limitation, on- and off-site improvements for access to and from the Premises and connection to utility systems) of all of the improvements necessary and required for Purchaser's intended use of the Premises and the surrounding real estate, collectively ("governmental approvals"); and,
- b. All permits, permissions and licenses required by any governmental or quasi-governmental authority for the construction (including, without

limitation, on- and off-site improvements for access to and from the Premises and connection to utility systems) of all the improvements, including the vacation of public rights-of-way, necessary for Purchaser's intended use of the Premises and the surrounding real estate, collectively ("permit approvals").

- c. Project financing, including but not limited to, development incentives, e.g., Tax Increment Financing pursuant to Illinois Revised Statute, other tax incentives required by the Purchaser, and debt financing sufficient to provide adequate financing for the Purchaser's intended use of the Premises and surrounding property.

6. *Approval Conditions.*

- a. Purchaser's obligation to close the transaction is subject to the satisfaction or waiver, by Purchaser, of the conditions set forth in Paragraph 5 above, which are the "approval conditions":

Purchaser must secure or obtain reasonable assurances of securing the governmental approvals, permit approvals, and financing approvals, and each of them, within ninety (90) days from the date of Seller's acceptance of this Contract ("condition period").

In Purchaser's sole judgment, if Purchaser fails to satisfy or waive the approval conditions within the condition period, then Purchaser may terminate the Contract, without fault, by written notice to Seller on or prior to the expiration of the second condition period. Then Seller will be entitled to retain the earnest money paid by Purchaser and this Contract will be null and void, and neither party will have any obligation to the other under this Contract.

- b. If Purchaser has been pursuing efforts to satisfy the approval conditions, Purchaser may elect, in its sole discretion, and on written notice to Seller on or before the end of the condition period, to extend the time to secure the approval conditions for an additional ninety (90) day period (the "second condition period") from the expiration of the condition period.

In Purchaser's sole judgment, if Purchaser fails to satisfy or waives the approval conditions within the second condition period, then Purchaser may terminate the Contract, without fault, by written notice to Seller on or prior to the expiration of that condition period. Seller will be entitled to retain the earnest money paid by Purchaser and this Contract will be null and void, and neither party will have any obligation to the other under this agreement.

If Purchaser fails to serve a notice of termination or extension as provided above, Purchaser will be conclusively deemed to have satisfied the approval conditions.

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7. *Seller Cooperation.* Seller must cooperate and permit Purchaser, its agents and contractors reasonable access to the Premises. Seller must also execute and deliver such documents and instruments as are reasonably necessary, and to otherwise act favorably toward Purchaser during Purchaser's efforts to secure satisfaction of the approval conditions.

8. *Closing Conditions.* Regardless of the above, Purchaser's obligation to close the transaction is subject to the acquisition and closing, either prior to the closing or simultaneously with the closing, of all of the real estate described on Exhibit "B" and those approvals and financing conditions set forth in Paragraph 5 above.

If Purchaser fails to satisfy the above closing conditions at or prior to the closing, then Purchaser may terminate this Contract, without fault, by written notice to Seller on or before the scheduled date of the closing. Then, Seller will be entitled to retain the earnest money paid by Purchaser and this Contract will be null and void, and neither party will have any obligation to the other here.

9. *Closing Date.* The closing will be on or before the date that is sixty (60) days from the date that the approval conditions are satisfied or waived (the "closing"). Purchaser may, in its sole discretion, elect to extend the closing for sixty (60) days by written notice of that election given to Seller.

10. *Title.* Purchaser must obtain, at its sole cost and expense, a title commitment for an owner's title insurance policy issued by a title company selected by Purchaser ("title company") in the amount of the purchase price, covering title to the Premises on or after the date of this Contract, showing title in the intended grantor. The title commitment may be subject only to: (a) the title exceptions stated above, and (b) title exception pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the closing and which the Seller may so remove at that time by using the funds to be paid on delivery of the deed ("permitted exceptions"). The title commitment will be conclusive evidence of good title as to all matters insured by the policy, subject only to the exceptions stated. Seller also must furnish Purchaser an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the permitted exceptions in foregoing items (a) and (b) and unpermitted exceptions or defects in the title disclosed by the survey, if any, as to which the title insurer commits to extend insurance in the manner specified in Paragraph 12.

11. *Survey.* Purchaser must obtain any survey required or necessary to close the transaction at its sole cost and expense.

12. *Title Exceptions and Survey Defects.* If the title commitment or plat of survey discloses either unpermitted exceptions or survey matters that render the title unmarketable (a "survey defect"), Seller will have 30 days from the date of delivery to: (a) have the exceptions removed from the commitment, (b) correct such survey defects, or (c) have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or survey defects. Then, the closing will be 35 days after delivery of the commitment or the time expressly specified in Paragraph 9, whichever is later. If Seller fails to have the exceptions removed or corrected within the specified time, Purchaser may terminate the Contract. Alternatively,

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Purchaser may elect, on notice to Seller within 10 days after the expiration of the 30-day period, to take title as it is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount or cause the title insurance company to hold in reserve so much of the purchase price as it may reasonably require to fairly compensate Purchaser for the title defect. If Purchaser does not so elect, this Contract will become null and void without further action of the parties.

13. *Prorations.* Water and other utility charges, fuels, general taxes, and other similar items must be adjusted ratably as of the closing. The amount of the current general taxes not then ascertainable must be adjusted on the basis of 105% of the most recent ascertainable taxes. All prorations are final unless otherwise provided here. Purchaser must pay the amount of any stamp tax imposed by Illinois and St. Clair County law on the transfer of the title. Purchaser shall furnish a completed Real Estate Transfer Declaration to be signed by the Seller or the Seller's agent in the form required pursuant to the Illinois Real Estate Transfer Tax Act and St. Clair County. Seller must furnish any declaration signed by the Seller or the Seller's agent to meet other requirements as established by any local ordinance with regard to a transfer or transaction tax required by local ordinance or other applicable state or federal law. \*

14. *Related Costs and Expenses.* Together with the real and personal property set forth herein Seller agrees and acknowledges that the purchase price paid by Purchaser includes and takes into consideration any and all costs or expenses incurred by Seller in connection with Sellers move from the Premises, costs of relocation together with any and all other costs or expenses related or pertaining to the sale of Premises and Sellers movement or relocation therefrom.

15. *Closing Costs.* Consistent with the provisions of this Contract, Purchaser must pay all the customary costs and expenses of closing including title insurance premiums, transfer taxes, escrow fees and survey costs. Seller must pay any and all liens, including mortgage liens, mechanics' liens, tax liens and judgment liens (except those arising by, through, or because of Purchaser) that would prevent Seller from conveying to Purchaser title to the Premises in the condition this Contract requires.

16. *Purchase Price Allocation.* The purchase price of \$1,460,000.00 is allocated among the several parcels of real estate making up the Premises as follows:

S. Morrison Avenue Caseyville, IL 62232	03-05.0-400-018	\$1,460,000.00
S. Morrison Avenue Caseyville, IL 62232	03-05.0-400-019	
S. Morrison Avenue Caseyville, IL 62232	03-05.0-406-002	
S. Morrison Avenue Caseyville, IL 62232	03-05.0-407-001	
30 Hollywood Heights Road Caseyville, IL 62232	03-08.0-200-001	

\* Notwithstanding anything herein to the contrary, Purchaser shall be responsible to pay all 2004 property taxes with no pro ration to Seller.

30 Hollywood Heights Road Caseyville, IL 62232	03-08.0-200-002	
Hollywood Heights Road Caseyville, IL 62232	03-08.0-200-008	
Hollywood Heights Road Caseyville, IL 62232	03-08.0-400-020	
200 Southern Drive Caseyville, IL 62232	03-09.0-100-001	

17. *Possession.* Seller and Purchaser acknowledge that on the closing, Purchaser shall obtain immediate possession of the Premises. \*

18. *As-is Condition.* Except for the Seller's representations contained in Paragraph 3, which representations will be deemed restated at the closing, the sale of the Premises is made on an "as-is" basis. It is based on the Premises' present physical condition without express or implied representations or warranties of any kind or nature.

19. *Residential Real Property Disclosure Act.* To the extent that Residential Real Property Disclosure Act (Public Act 88-111) requires the Seller to complete the disclosure form for the benefit of the Purchaser, the Purchaser hereby waives any and all rights it has to receive the disclosure form and further waives any right it may have under said act to recover damages resulting from the absence of any disclosure form. In addition, to the extent that federal, state or local law, requires the Seller to provide Purchaser with any disclosure regarding infestation of any improvements on the premises, mold contained in any improvements on the premises, or lead paint contained in any improvements on the premises, Purchaser hereby waives any and all rights it has to these disclosures and further waives any right it may have to recover damages resulting from the absence of these disclosures.

20. *Warranty Deed and Money Escrow.* At the election of Seller or Purchaser, on notice to the other party not less than ten (10) days prior to the closing, this sale will be closed through a warranty deed and money escrowed with First American Title Insurance Company, 11 Executive Woods Court, Swansea, Illinois, 62226-2012, with such special provisions inserted in the escrow agreement as may be required to conform with this Contract. On the creation of such an escrow, payment of the purchase price and delivery of the warranty deed must be made through the escrow, and this Contract and the purchase money must be deposited in the escrow. The cost of the escrow will be paid by Purchaser.

21. *Date and Time.* The date and time of this contract will be the latest date and time in the spaces above the signatures at the end of this contract. Time is of the essence of this Contract.

22. *Foreign Persons.* Seller represents that none of them is a "foreign person" as defined in 26 USCA §1445. Seller is exempt from the withholding requirements of that Section. Seller will furnish Purchaser at closing the exemption certificate.

\* Seller shall be entitled to a period of 90 days after closing to remove Seller's personalty from the premises.

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23. *Representations.* Each party represents that no person, corporation, or partnership acting as a real estate broker, finder or real estate agent has brought about this Contract. Seller agrees to indemnify Purchaser from all loss, damage, cost, or expense (including attorney fees) of Purchaser due to any claim or action brought by any third party acting or allegedly acting on behalf of Seller in connection with this transaction. Purchaser agrees to indemnify and hold Seller harmless from all loss, damage, cost, or expense (including attorney fees) of Seller from any claim or action brought by any third party acting or allegedly acting on behalf of Purchaser in connection with this transaction.

24. *Confidentiality and Non-Disclosure.* Seller agrees that he/she will keep confidential and not disclose this Agreement, either directly or indirectly, to the public generally or to any other person or entity, except and only to the extent that they are lawfully compelled to do so by a court of competent jurisdiction or as provided herein until May 1, 2007. If Seller needs to consult an attorney or counselor regarding this Agreement, then Seller may do so provided that said attorney or counselor sign a Confidentiality and Non-Disclosure Agreement. If the Seller or any person to whom he/she is permitted to disclose any information regarding this Agreement, breaches this confidentiality and non-disclosure provision, then the contract price will revert back to \$1,450,000.00.

25. *Merger.* This Contract, and the representations and warranties contained therein, made by Seller and Purchaser, will survive the closing of the transaction and the delivery of the warranty deed and may not be deemed to have merged into any closing document. Any statement, agreement, representation or otherwise made by either party, but not contained in this Contract shall be void and shall not be used to alter or otherwise amend or construe this Contract.

26. *Termination or Material False Representation.* If this Contract is terminated because of Seller's fault, or if any representation made by Seller here is untrue in any material respect, then all of the earnest money must be returned to Purchaser without Purchaser waiving its rights to have this Contract specifically enforced against Seller. If this Contract is terminated because of Purchaser's fault, or if Purchaser fails to close the transaction contemplated here after Purchaser satisfies or waives the approval conditions and the closing conditions, then on notice to the Purchaser, all of the earnest money paid to Seller will be deemed forfeited and shall be retained by the Seller as liquidated damages and as Seller's full, final and complete remedy. The parties acknowledge that the actual damages of Seller because this Contract is terminated due to Purchaser's fault are uncertain and difficult to prove. Accordingly, the parties intend that the liquidated damage provision of this paragraph is fair and reasonable, intended by the parties to be an agreement in advance as to the settlement of damages that might arise because of Purchaser's fault. The amount bears a relation to the actual damages that might be sustained by Seller and is not a penalty on Purchaser for nonperformance.

27. *Notice.* All notices required here must be in writing and must be served on the parties at addresses following their signatures or to their respective attorneys at the addresses below:

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To Purchaser's attorney:

Harold G. Belsheim  
Belsheim & Bruckert, L.L.C.  
8 Eagle Center, Suite 7  
O'Fallon, IL 62269  
Phone: 618-624-4221  
Fax: 618-624-1812

To Seller(s):

James and Erma Seiber  
2070 Rattlesnake Road  
Elkton, KY 42220

Notices must be served either personally, by certified mail, return receipt requested, or by facsimile transmission. Notices will be deemed sufficient when personally delivered, postmarked, or on the date the facsimile transmission was completed. Evidence of the completed facsimile transmission must also be sent on the date the transmission was completed via first class U.S. mail.

## 28. Remedies.

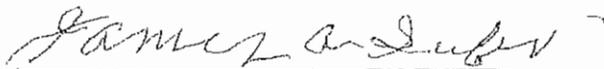
- a. If Purchaser fails or refuses to comply with the conditions assumed, or to perform all obligations under this agreement, Seller shall be entitled to retain the earnest money as full and complete liquidated damages and this Contract for all purposes shall be deemed null and void.
- b. If Seller fails or refuses to perform obligations under this agreement, including the furnishing of good title as defined in this agreement and transfer of possession, Purchaser may either: (1) cancel the contract and recover all earnest money, deposits and other amounts paid by Purchaser under this agreement, and all expenses paid or incurred; or (2) pursue any remedy available to Purchaser, in law or equity, including an action to compel specific performance of this contract, or one for damages for breach, separately or alternatively.
- c. In the event an arbitration, suit or action is brought by any party under this contract to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses to be fixed by the arbitrator, trial court and/or appellate court.

29. *Replacement of Contract.* This contract, upon execution, will replace the previously executed contract that was signed by Seller on November 4, 2003 and signed by Purchaser on December 1, 2003. This replacement offer expires and shall be automatically revoked unless signed by the Seller by May 21, 2004 at 5:00 p.m. If Seller does not execute this replacement contract, the prior contract shall be fully enforceable as to the provisions of that contract. Upon execution by the Seller, this contract shall remain open and shall not be withdrawn by Seller for a period of sixty (60) days so that the Purchaser can negotiate and execute the Real Estate Purchase Contracts for the properties enumerated in Exhibit "B". Should the Purchaser be unable to secure said negotiated and executed contracts within the time allotted, this Contract may be voided at the sole discretion of the Purchaser.

**PURCHASER**

  
Caseyville Sport Choice, L.L.C.  
By: Michael Eger  
Title: Pres  
Date: 6/23/04

**SELLER**

  
Name: James Seiber  
Address: 2070 Rattlesnake Road  
Elkton, KY 42220  
Date: 5/20/04

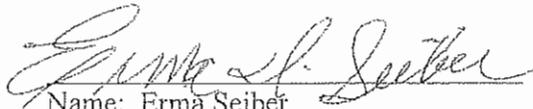
  
Name: Erma Seiber  
Address: 2070 Rattlesnake Road  
Elkton, KY 42220  
Date: 5/20/04

EXHIBIT B

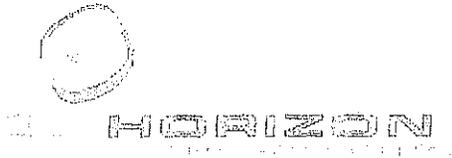
PROPERTY OWNER	PROPERTY ADDRESS	PARCEL #
Boyer, Tracey & Sandy 10 September Street Caseyville, IL 62232	10 September Street Caseyville, IL 62232	03-09.0-200-064
Brown, Jeanette 5904 Perrin Road Fairview Heights, IL 62208	8109 N. Illinois Street Caseyville, IL 62232	03-04.0-400-012
Caseyville Rifle & Pistol Club P.O. Box 4072 Fairview Heights, IL 62208	40 W. Brookhaven Drive Caseyville, IL 62232	03-04.0-400-041
Chessor, Pamela P.O. Box 524 Caseyville, IL 62232	545 Valley Acres Caseyville, IL 62232	03-08.0-116-021
	Valley Acres Caseyville, IL 62232	03-08.0-116-035
Chessor, Pamela and Joiner, Nancy P.O. Box 524 Caseyville, IL 62232	540 Valley Acres Caseyville, IL 62232	03-08.0-116-036
Crocker, Judith A. 30 W. Brookhaven Drive Caseyville, IL 62232	30 W. Brookhaven Drive Caseyville, IL 62232	03-04.0-400-034
Davidson, Robert & Karen 114 Old Main Street Caseyville, IL 62232	114 Old Main Street Caseyville, IL 62232	03-08.0-117-001
Dunham, Iris J. TR 130 Old Main Street Caseyville, IL 62232	130 Old Main Street Caseyville, IL 62232	03-08.0-117-002
Fischer, Jimmy G 106 Old Main Street Caseyville, IL 62232	106 Old Main Street Caseyville, IL 62232	03-08.0-116-008
Gutierrez, Josephine T. Eta) 8117 N. Illinois Street Caseyville, IL 62232	8117 N. Illinois Street Caseyville, IL 62232	03-04.0-400-011
Haight, Dawn R 1932 Rader Ranch Road Caseyville, IL 62232	1932 Rader Ranch Road Caseyville, IL 62232	03-04.0-300-007
	1932 Rader Ranch Road Caseyville, IL 62232	03-04.0-400-026
Jakovac, Maxim M. Jr. P.O. Box 660 Caseyville, IL 62232	8024 Ponderosa Hill Lane Caseyville, IL 62232	03-04.0-300-008
Jakovac, Maxim M. Jr & Susan J RR#1 Box 665 Caseyville, IL 62232	N. Illinois Street Caseyville, IL 62232	03-04.0-400-014
	Rader Ranch Road Caseyville, IL 62232	03-04.0-400-042

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PROPERTY OWNER	PROPERTY ADDRESS	PARCEL #
Johnson, Steven D 8058 Lakeside Drive Caseyville, IL 62232	8058 Lakeside Drive Caseyville, IL 62232	03-09.0-100-018
	8058 Lakeside Drive Caseyville, IL 62232	03-09.0-100-019
Kimberlin, Evelyn F. 8129 N. Illinois Street Caseyville, IL 62232	8129 N. Illinois Street Caseyville, IL 62232	03-04.0-400-030
Lee, Virginia 623 Hollywood Heights Road Caseyville, IL 62232	623 Hollywood Heights Road Caseyville, IL 62232	03-09.0-100-005
McCormack, Sharon Rose 10 Lakeshire Drive Fairview Heights, IL 62208	908 Belleville Road Caseyville, IL 62232	03-09.0-204-001
	908 Belleville Road Caseyville, IL 62232	03-09.0-204-002
Moore, Iva & Lee, Robert J. 8123 N. Illinois Street Caseyville, IL 62232	8123 N. Illinois Street Caseyville, IL 62232	03-04.0-400-031
Niel, Raymond H Betty & Michael 8057 Brookfield Drive Caseyville, IL 62232	8057 Brookfield Drive Caseyville, IL 62232	03-09.0-200-034
Payne, Theodore E. P.O. Box 557 Caseyville, IL 62232	102 Old Main Street Caseyville, IL 62232	03-08.0-116-002
Payne, Theodore & Emma P.O. Box 557 Caseyville, IL 62232	104 Old Main Street Caseyville, IL 62232	03-08.0-116-005
	102 Old Main Street Caseyville, IL 62232	03-08.0-116-006
	102 Old Main Street Caseyville, IL 62232	03-08.0-116-007
Rodrian, Dieter & Marilyn 605 Hollywood Heights Road Caseyville, IL 62232	605 Hollywood Heights Road Caseyville, IL 62232	03-08.0-200-010
	605 Hollywood Heights Road Caseyville, IL 62232	03-08.0-200-011
	605 Hollywood Heights Road Caseyville, IL 62232	03-08.0-400-011
Schlueter, Floyd & Carol 601 Obstweg Belleville, IL 62220	8105 N. Illinois Street Caseyville, IL 62232	03-04.0-400-013
Scurry, William J. 1001 Hollywood Heights Road Caseyville, IL 62232	Hollywood Heights Road Caseyville, IL 62232	03-09.0-100-004

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PROPERTY OWNER	PROPERTY ADDRESS	PARCEL #
Seiber, James & Erma 2070 Rattlesnake Road Elkton, KY 42220	S. Morrison Avenue Caseyville, IL 62232	03-05.0-400-018
	S. Morrison Avenue Caseyville, IL 62232	03-05.0-400-019
	S. Morrison Avenue Caseyville, IL 62232	03-05.0-406-002
	S. Morrison Avenue Caseyville, IL 62232	03-05.0-407-001
	30 Hollywood Heights Road Caseyville, IL 62232	03-08.0-200-001
	30 Hollywood Heights Road Caseyville, IL 62232	03-08.0-200-002
	Hollywood Heights Road Caseyville, IL 62232	03-08.0-200-008
	Hollywood Heights Road Caseyville, IL 62232	03-08.0-400-020
	200 Southern Drive Caseyville, IL 62232	03-09.0-100-001
Seiber, James Jr. and Denise M. 515 Hollywood Heights Road Caseyville, IL 62232	515 Hollywood Heights Road Caseyville, IL 62232	03-08.0-200-009
Skittino, David & Mary 16 Lee Drive Caseyville, IL 62232	16 Lee Drive Caseyville, IL 62232	03-09.0-200-060
Tamburello, Ronald J 601 Tamburello Acres Caseyville, IL 62232	601 Tamburello Acres Caseyville, IL 62232	03-08.0-116-029
Tamburello, Ronald and McNabb, Margaret	601 Tamburello Acres Caseyville, IL 62232	03-08.0-116-030



June 14, 2006

Illinois Environmental Protection Agency  
Bureau of Land  
Remedial Project Management Section  
Site Remediation Program  
1021 North Grand Avenue East  
P.O. Box 19276  
Springfield, Illinois 62794-9276

Attn: Mr. Todd Gross

RE: Former James A Seiber Site Remediation Program  
Comprehensive Site Investigation, Remedial Objectives, Remedial Action Plan,  
and Remedial Action Completion Report  
LPC #163025037

Dear Mr. Gross:

New Horizon Environmental, Inc. (NHE) is submitting three copies of a Comprehensive Site Investigation, Remedial Objectives, Remedial Action Plan, and Remedial Action Completion Report for the former James A Seiber properties, located in Caseyville, Illinois. The report is being submitted to fulfill Illinois Environmental Protection Agency (IEPA) requirements for issuance of a focused No Further Remediation letter. Should you have any questions regarding this report, please contact Mr. Dave Lowry directly at (618) 977-2032.

Sincerely,

NEW HORIZON ENVIRONMENTAL

David J. Lowry, PE, REM  
Vice President

Enclosures

Site Remediation Program Comprehensive  
Site Investigation, Remediation Objectives,  
Remedial Action Plan, and Remedial Action  
Completion Report

LPC #163025037

Former James A Seiber Properties  
Horse Manure and Solid Waste Disposal Areas  
200 Southern Drive  
Caseyville, Illinois

*Prepared for*

Caseyville Sport Choice, LLC  
1905 Calle Los Camichines  
Bakersfield, CA 93309

*Submitted to*

Illinois Environmental Protection Agency  
Bureau of Land  
Remedial Project Management Section  
1021 North Grand Avenue East  
P.O. Box 19276  
Springfield, IL 62794-9276

*Prepared and Submitted by*



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## EXECUTIVE SUMMARY

This Site Remediation Program Comprehensive Site Investigation, Remediation Objectives, Remedial Action Plan, and Remedial Action Completion Report (hereinafter referred to as the Report) was prepared to fulfill requirements of the Illinois Voluntary Site Remediation Program for issuance of a No Further Remediation letter for three properties located in Caseyville, Illinois, that were formerly owned and managed by Mr. James A. Seiber.

The former James A. Seiber properties were purchased in 2004 by Caseyville Sport Choice, LLC for inclusion into an approximately 600-acre residential and light commercial development project referred to as Forest Lakes. Regulatory records indicate that James Seiber improperly disposed of horse manure and trash, generated at the Fairmount Park Race Track in Collinsville, Illinois, on his properties from approximately 1981 to 1993. The objective of the Forest Lakes Horse Manure and Solid Waste Removal Project is to adequately address the identified recognized environmental conditions (RECs) for the former Seiber properties so that a focused No Further Remediation determination letter can be issued for benzene, toluene, ethyl benzene and xylene (BTEX), and chlorinated pesticides in soils. The specific list of chlorinated pesticide constituents is as follows:

- 4,4'-DDD;
- 4,4'-DDE;
- 4,4'-DDT;
- Dieldrin;
- Endosulfan Sulfate;
- Endrin;
- Heptachlor;
- Heptachlor Epoxide;
- Methoxychlor;
- Toxaphene;
- Chlordane.

The RECs are those areas at the former Seiber properties where horse manure and trash was discovered to have been improperly disposed. Review of background information available for the site, site investigation activities conducted as a part of this Project, and ongoing site development activities not directly associated with this Project identified seven areas where a significant amount of the horse manure and solid waste material had been disposed. These seven areas are designated as waste Cell Nos. 1-7 in this Report. As part of site characterization activities, two samples of the excavated waste were collected for laboratory analysis. These two samples were collected from Cell No. 4 and Cell No. 7 (shown on Figure Nos. 8 and 9). The samples were analyzed for the following constituents:

- Total Kjeldahl Nitrogen (as N); Standard Methods 18<sup>th</sup> ED. 4500-N C;

- Nitrogen, Ammonia (as N); Standard Methods 18<sup>TH</sup> ED. 4500-NH3 B F;
- TCLP Metals; SW-846 1311, 3010A, 6010B;
- TCLP VOCs; SW-846 1311, 5030, 8260B
- TCLP Semi-volatiles; SW-846 1311, 3510C, 8270C;
- PCBs; SW-846 3550B, 8082;
- Cyanide; SW-846 9010, 9014;
- Extractable Organic Halogens; SW-846 9023;;
- Reactive Sulfide; SW-846 9034
- pH; SW-846 9045C;
- Phenols; SW-846 9065;

Laboratory analytical results for the two samples collected reveal there to be no TCLP VOCs, or TCLP semi-volatile organics detected above the method detection limits of 0.025 mg/L and 0.040 mg/L respectively. The only TCLP metals detected above the method detection limits was barium. Barium was detected at a concentration of 2.02 mg/L and 1.67 mg/L. The concentration at which TCLP barium is considered a hazardous waste is 100 mg/L. Poly-chlorinated bi-phenols (PCBs) were also not detected above the method detection limit of 37.5 mg/kg. The other analyses performed revealed the waste to be within acceptable regulatory criteria for disposal at a non-hazardous waste landfill. A copy of the laboratory analytical reports for the two waste characterization samples collected (identified as FL 1001 and FL 1002) is provided in Appendix. E.

Following review of information obtained as part of site characterization activities, it was determined that the remedial objectives would be to remove horse manure and solid waste improperly dumped at various locations at the former James Seiber properties, and, following removal of the waste, confirm that no BTEX or chlorinated pesticides impact at levels above IEPA Part 742 Tiered Approach to Corrective Action Objectives (TACO) had occurred to the surrounding soil or groundwater as a result of the improper dumping activities. Excavation and disposal to a permitted landfill was the remedial option selected. Physical and chemical characteristics of the material excavated during site investigation activities revealed that the material could be disposed to a non-hazardous landfill as a non-special waste. At each location where the solid waste was present, the proper lateral and vertical extent of material excavated was determined in the field by the onsite Environmental Technician using the following methods:

- Visual observation of changes in surface features. Site investigation activities revealed that changes in surface vegetation and topography are a reliable indicator of the horizontal extents of a solid waste dump location.
- Visual observation of changes in subsurface soil/geology. Site investigation activities revealed that there is a noticeable difference in the physical characteristics of native site soil/geology and the dumped solid waste material. An indicator that the appropriate vertical and horizontal limits of the excavation was achieved was that point where native, undisturbed soil/geologic features were encountered.

- Visual observation of the presence or absence of waste paper, plastic, glass, metal, rubber, etc. A primary reason the waste is regulated is the presence of these types of items in the manure. The vertical and horizontal limits of excavation did not cease until that point where it was visually evident that the waste paper, plastic, glass, metal, rubber, etc. materials were no longer present.
- Photoionization Detector (PID) measurements. During excavation activities, the Environmental Technician used a PID instrument to monitor for the presence of volatile organic compounds (VOCs).

A total of 162,850.95 tons of waste was removed and disposed at the Milan Recycling and Disposal Facility located in East St. Louis, Illinois (under waste profile # IED1002135), or the Roxana Landfill located in Roxana, Illinois (under waste profile # 338Y511343).

Following excavation of the waste material, 51 confirmation samples were collected (not including duplicate samples and soil samples collected as part of the monitoring well installation activities) from all areas where the waste material was formerly located. Samples were submitted to Teklab, Inc. in Collinsville, Illinois, for BTEX analysis via EPA Method SW 846 5030, 8260B, and chlorinated pesticides analysis via EPA Method SW 846 3550B, 8081A. Figure Nos. 8 and 9 show the location of all confirmation samples collected as part of the Forrest Lakes horse manure and solid waste removal project. Also shown on each figure is the GPS surveyed boundary of the excavated areas for each discovered waste cell.

Of the 51 soil samples collected and analyzed, not one sample exceeded a TACO Tier 1 residential BTEX or chlorinated pesticides limit for the soil ingestion or inhalation exposure route, or the soil component of the groundwater ingestion exposure route for Class I groundwater. Table No. 1 included with this Report provides a summary of the analytical results for the soil samples. Copies of the laboratory analytical reports for all confirmation samples collected and analyzed are provided in Appendix F of this report.

This Report provides documentation that horse manure and solid waste improperly dumped at various locations at the former James Seiber properties has been sufficiently removed, and no BTEX or chlorinated pesticides impact at levels above TACO has occurred to the surrounding soil or groundwater as a result of the improper dumping activities. Therefore, the remedial objectives associated with the horse manure and solid waste removal project have been met.

## SECTION ONE-Introduction

### 1.1 Project Overview

Caseyville Sport Choice, LLC (Sport Choice) submits this Site Remediation Program Comprehensive Site Investigation, Remediation Objectives, Remedial Action Plan, and Remedial Action Completion Report (hereinafter referred to as the Report) for the Forest Lakes Horse Manure and Solid Waste Removal Project performed at three properties formerly owned and managed by Mr. James A. Seiber, located in Caseyville, Illinois. This report was prepared by New Horizon Environmental (NHE), and is submitted to the Illinois Environmental Protection Agency (IEPA or Agency) to fulfill requirements of the Illinois Voluntary Site Remediation Program for issuance of a No Further Remediation letter.

The quarter section description of the former Seiber properties is S ½, SW ¼ Section 4, Township 2N Range 8W of the Collinsville, Illinois, U.S.G.S. 7.5-minute quadrangle map. The parcels of property formerly owned by James A. Seiber were purchased in 2004 by Caseyville Sport Choice, LLC for inclusion into an approximate 600-acre residential and light commercial development project referred to as Forest Lakes. The specific parcel identification numbers (PINs) for the three parcels are:

- 03-08.0-200-008;
- 03-09.0-100-001;
- 03-08.0-200-001.

The St. Clair county recorded legal descriptions for each of these parcels, and a figure depicting the legal description boundaries for these three parcels is provided for reference in Appendix A of this Report.

The Forest Lakes Horse Manure and Solid Waste Removal Project involves the removal of horse manure and solid waste that was improperly disposed at properties formerly owned by Mr. James A Seiber, and the characterization of native soil surrounding the solid waste dump areas. Figure 1 is an aerial photograph showing the boundary of Forest Lakes, and the locations where horse manure and solid waste was discovered to have been disposed within Forest Lakes. Figure 2 is a U.S.G.S. 7.5-minute quadrangle topographic map showing the location of the Forest Lakes boundary. Photograph No. 1 provided in the photo log included in Appendix E of this report provides an aerial photograph of the Forest Lakes development area, and the location where the horse manure and solid waste removal project occurred.

### 1.2 Report Objectives

The objectives of this Report are:

- To summarize historical and current conditions at the former James A. Seiber properties where horse manure and solid waste was discovered to have been improperly disposed.

- To summarize available information regarding geology and hydrogeology at the former James A. Seiber properties in relation to the areas where solid waste was disposed.
- To identify recognized environmental conditions (RECs) within the property. For the purposes of this project, an REC is an area horse manure and solid waste was discovered to have been improperly disposed during Mr. James A. Seiber's ownership of the properties.
- To present the rationale and results of characterization activities performed at identified RECs within the properties.
- To present the methodology for reclamation of areas of concern so that improperly disposed solid waste is no longer present at the property, and assure that benzene, toluene, ethyl benzene, xylene (BTEX), and chlorinated pesticides concentrations in native soils surrounding the solid waste dump areas, and groundwater in the vicinity of the solid waste dump areas, are less than IEPA Part 742 Tiered Approach to Corrective Action Objectives (TACO).
- To provide information detailing and documenting the completion of reclamation of the areas of concern.

*by Mr. Seiber during his ownership*

The ultimate objective of the Forest Lakes Horse Manure and Solid Waste Removal Project is to obtain an IEPA Voluntary Site Remediation Program focused No Further Remediation determination for BTEX and chlorinated pesticides in soils within those areas at the former James A. Seiber properties where horse manure and solid waste was known to have been improperly disposed. The specific list of chlorinated pesticide constituents is as follows:

- 4,4'-DDD;
- 4,4'-DDE;
- 4,4'-DDT;
- Dieldrin;
- Endosulfan Sulfate;
- Endrin;
- Heptachlor;
- Heptachlor Epoxide;
- Methoxychlor;
- Toxaphene;
- Chlordane.

### 1.3 Report Organization

The Report is organized as follows:

Section 2 – Site Background Information

Section 3 – Geology and Hydrogeology

Section 4 – Characterization/Investigation Scope of Work

Section 5 –Characterization/Investigation Results and Remedial Objectives

Section 6 – Remedial Activities

Section 7 - Current Conditions

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## SECTION TWO-Background

### 2.1 Sources

Useful historical information was obtained from the following sources:

- Review of historical aerial photographs of the former James A Seiber properties;
- Site reconnaissance;
- Freedom of Information Act Request (FOIA), Illinois Environmental Protection Agency Division of Land Pollution Control, Records Unit
- Twentieth Judicial Circuit Court Records, St. Clair Count, Illinois

### 2.2 James A. Seiber Property Background

IEPA files and court documents record that James Seiber disposed of horse manure and trash generated from the Fairmount Park Race Track on his properties from approximately 1981 to 1993, when Mr. Seiber was fined \$5,000 and enjoined from further dumping on the properties. It is unclear the exact date which IEPA was initially informed of the improper waste disposal activities, but there are a number of documents that record observations made during site inspections performed by IEPA Collinsville personnel during the period of 1981 to 1991. Inspection notes repeatedly indicate that Mr. Seiber was placing horse manure mixed with various other types of solid waste (soda bottles, cans, pieces of metal, miscellaneous pieces of paper) in ravines at property he owned, and covering the waste material with a thin layer of native soil. There is no information available that identifies the exact locations on the Seiber properties where all waste materials were placed, or the total amount of waste material that was disposed. Copies of some pertinent documents obtained through a FOIA request are included for reference in Appendix B.

### 2.3 Previous Investigations

There is documentation that Geotechnology, Inc. completed a Phase I Environmental Site Assessment report that included some of the properties formerly owned by James Seiber; dated December 29, 1998 and updated September 8, 2004. A copy of the original report and update was not able to be obtained as part of the investigation and remediation activities for this project. No other environmental investigations are known to have been completed for the Seiber Properties.

### 2.4 Historic Aerial Photographs

Aerial photographs taken in 1980, 1985, 1991 and 2004 that show the former James A. Seiber properties were obtained from Surdex Corporation in St. Louis, Missouri. Copies of these aerial photographs are shown in Figure Nos. 3, 4, 5 and 6. A discussion of the observations made during review of each aerial photograph is presented in the remainder of this section. To facilitate the comparison of changes that may have occurred between aerial

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photograph dates, some pertinent items of interest are noted on each aerial photograph. The location of each symbol used to note an item of interest is tied to a specific coordinate, and remains constant on each aerial photograph. Therefore, an apparent boundary that may be drawn on a 2004 photograph is shown at the exact same location on photographs with an earlier date, regardless if site features in the earlier photographs show a similar boundary.

#### 2.4.1 1980 Aerial Photograph

In the 1980 aerial photograph, the areas where horse manure and solid waste were known to have been disposed (identified on the figures as Cell Nos. 1-7) appear to primarily be undisturbed, with trees and other vegetation present at the cell locations. A few roads are visible along the east side of Cell Nos. 4, 5 and 6, and in between Cell Nos. 5 and 6. The 1980 aerial photograph does not reveal any obvious features that indicate horse manure is being disposed at areas on the property at the time the aerial photo was taken.

#### 2.4.2 1985 Aerial Photograph

A significant number of changes to surface features are evident when comparing the 1985 and 1980 aerial photographs. Most of the vegetation present on the surface of all the waste disposal cells in the 1980 photograph appears to have been removed. What may possibly be evidence of excavation and/or disposal activities may also be slightly evident at Cell No. 5. A close look at the Cell 5 disposal location reveals an apparent linear (northeast to southwest) surface 'scaring' pattern that could represent a trench and bury type disposal method. There also appears to be some buildings and equipment staged near Cell No. 6. In the 1985 aerial photograph there are also several areas outside of Cell Nos. 1-7 where it appears some form of excavation and/or clearing activities may have occurred since the 1980 photograph. Each of these areas was visually investigated for evidence indicating the presence of a solid waste disposal cell. No evidence of trash, manure or other objects that were often found at the surface of known waste disposal cells was present at the suspect locations. Recent excavation/grading activities that have occurred at some of these areas has not revealed the presence of horse manure or solid waste material. Also, there is currently a significant amount of vegetation (trees and large bushes) covering the surface at two of these areas. This type of vegetation was not typically present at those areas where solid waste and manure was known to have been disposed. Other than these aforementioned areas, the 1985 aerial photograph does not reveal any obvious features which indicate additional locations where horse manure may have been disposed at the properties.

#### 2.4.3 1991 Aerial Photograph

Slight differences are noticeable when comparing the 1991 and 1985 aerial photographs. Surface vegetation appears to be reestablished on the surface of waste cell Nos. 4, 5 and 6. Areas in and around waste cell Nos. 1, 2, 3 and 7 appear to be significantly disturbed, with there being little to no evidence of surface vegetation, and a significant amount of surface 'scaring' being apparent, possibly indicating an increased amount of excavation and/or grading activities within these areas. The 1991 aerial photograph does not reveal any new

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(not identified in previous photos) obvious features which indicate additional locations where horse manure may have been disposed at the properties.

#### 2.4.4 2004 Aerial Photograph

Other than being a better quality photograph, the 2004 aerial photo does not reveal many differences in comparison to the 1991 photograph. There does not appear to be any significant changes to any of the noted waste cells. The areas around waste cell Nos. 1, 2, 3 and 7 still appears as it did in 1991, with this area being significantly disturbed with little to no evidence of surface vegetation, and a significant amount of apparent excavation and/or grading activities having occurred within this area. The 2004 aerial photograph does not reveal any new obvious features which indicate additional locations where horse manure may have been disposed at the properties.

## SECTION THREE-Geology and Hydrogeology

Information regarding site specific and regional geology and hydrogeology was obtained from the following sources:

- U.S. Department of Agriculture Natural Resources Conservation Service Soil Survey, St. Clair County, Illinois, December 2004.
- Geotechnical Data Report - Parkway, Commercial Area, Side Roads and Detention Basins, Forest Lakes Development, Caseyville Illinois, prepared by Geotechnology, Inc., Collinsville, Illinois, April 2005-10-23.
- Aquaterra Environmental Solutions, Inc. (Aquaterra) boring logs for groundwater wells installed at the former James A. Seiber property property as part of the site investigation activities performed for this project.

### 3.1 Geology

Soils at the site location are a silt loam of the Menfro, Wakeland and Sylvan series which are present up to a depth of approximately eighty inches. The soil typically consists of 15-30% clay and 70-85% silt, is moderately well drained with low hydraulic conductivity. Permeability is typically 1.31 in/hr.

Several Geotechnical soil borings were completed within the former James A. Seiber property (identified as borings D-2, D-3, D-4, D-5, D-6, DB-2, P-2) by Geotechnology, Inc.. Geotechnology, Inc. reported the soil stratigraphy in these borings to consist of brown and gray stiff silty clay, and very stiff clay to a depth of 50-feet below ground surface, at which depth all borings were terminated. A copy of the Geotechnology Inc. geotechnical data report is provided in Appendix C.

Six soil borings were completed as part of the site investigation activities performed for this project. Boring installation and stratigraphy identification was performed under the direction of Mr. Andy Limmer of Aquaterra. Mr. Limmer is a licensed Professional Geologist. Two borings were advanced to a depth of 26 feet, the remaining four borings were advanced to depths of 24 feet, 19 feet, 16 feet and 14 feet. Subsurface geology primarily consisted of brown or gray silt and silty clay from surface to the depth at which each of the borings were terminated. Borings logs completed by Aquaterra are provided in Appendix C. Figure No. 7 shows the locations where the six borings were placed at the Property.

### 3.2 Hydrogeology

Groundwater was encountered in the Geotechnology soil borings at varying depths ranging from six to seventeen feet below ground surface. However, the Geotechnology report indicates that groundwater levels in the borings may have been collected prior to the water level stabilizing, and that this situation was typically encountered in the less permeable cohesive soils encountered at the site. Soil borings were not completed in the upland/bluff areas present at the site.

Six temporary groundwater monitoring wells were installed as part of the site investigation activities performed for this project. Monitoring well completion was performed under the direction of Mr. Andy Limmer of Aquaterra. Monitoring wells were screened at varying intervals based on the total depth of each individual well. Groundwater measurements obtained five days following completion of the wells were as follows:

- MW-1 groundwater encountered at 16.5' bgs;
- MW-2 groundwater encountered at 11.5' bgs;
- MW-3 groundwater encountered at 13.1' bgs;
- MW-4 groundwater encountered at 10.1' bgs;
- MW-5 groundwater encountered at 10.1' bgs;
- MW-6 groundwater encountered at 9.1' bgs.

Well completion reports and groundwater measurements obtained by Aquaterra are provided in Appendix D. Figure No. 7 shows the locations where the six borings were placed at the Property.

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## SECTION FOUR-Characterization Scope of Work

The RECs for the former Seiber properties are identified as those areas where horse manure and trash was discovered to have been improperly disposed. Although IEPA files and court documents recorded the disposal of horse manure and trash generated from the Fairmount Park Race Track at the former Seiber properties, there is no information available that identifies the exact locations on individual parcels where all waste materials were placed, or the total amount of waste material that was disposed. Specific site characterization activities were performed in an effort to aid in identifying the locations and extents of the RECs. A Geoprobe™ or drill rig is commonly used during site investigations to recover subsurface soil cores for analyzing geologic features and collecting samples. However, NHE expected that the physical characteristics of the horse manure waste, and significant variation in the horizontal and vertical extent of the dump piles would likely cause sample recovery via soil coring methods to be ineffective, and result in inadequate and inconclusive information. Therefore, NHE mobilized a trackhoe excavator to the Property for use in collecting data as part of the site characterization. The excavator was used to dig trenches in a cross-like pattern at several known dump locations. NHE obtained an estimate of the vertical and horizontal extents of waste piles at each dig location using the following methods:

- Visual observation of changes in surface features.
- Visual observation of changes in subsurface soil/geology.
- Visual observation of the presence or absence of waste paper, plastic, glass, metal, rubber, etc.

As material was excavated, NHE noted the physical characteristics of the material, estimated the percentage of trash present by volume, estimated the amount by percent that the waste may be biologically decomposed, and obtained volatile organic constituent (VOC) measurements using a photoionization detector. Direct PID readings were obtained by digging a small hole (approximately three in diameter and one or two feet deep) into the excavated material, and inserting the probe end of the PID into the hole for approximately thirty seconds. Photographic and video documentation was also collected during the characterization activities.

As part of the site characterization, NHE collected two samples of the excavated waste for laboratory analysis. These two samples were collected from Cell No. 4 and Cell No. 7 (shown on Figure Nos. 8 and 9), and were identified as FL 1001 and FL 1002. Samples containers were filled from material that was collected in the excavator bucket and brought to the surface. Sample containers that were to be submitted for VOC analysis were immediately filled with material taken from near the center of the excavator bucket; as opposed to material that was exposed to the atmosphere when the bucket was brought to the surface. After filling VOC containers, additional material was placed in a stainless steel container, homogenized, and then placed in the remaining sample containers to be used by the laboratory to complete the other required analyses.

Both of the samples collected from Cell No. 4 and Cell No. 7 were submitted to Teklab, Inc. in Collinsville, Illinois, for completing the following analyses:

- Total Kjeldahl Nitrogen (as N); Standard Methods 18<sup>th</sup> ED. 4500-N C;
- Nitrogen, Ammonia (as N); Standard Methods 18<sup>TH</sup> ED. 4500-NH3 B F;
- TCLP Metals; SW-846 1311, 3010A, 6010B;
- TCLP VOCs; SW-846 1311, 5030, 8260B
- TCLP Semi-volatiles; SW-846 1311, 3510C, 8270C;
- PCBs; SW-846 3550B, 8082;
- Cyanide; SW-846 9010, 9014;
- Extractable Organic Halogens; SW-846 9023;;
- Reactive Sulfide; SW-846 9034
- pH; SW-846 9045C;
- Phenols; SW-846 9065;

These analyses were performed primarily for determination of specific waste characteristics for selection of proper disposal methods. Decontamination of personnel and sampling equipment was performed to limit the transport of contaminants off-site and between sample collection areas. All sampling equipment was decontaminated prior to sampling, between sampling locations, between each sample collection depth, and at the completion of the field work. All personnel responsible for filling sample containers wore nitrile gloves while filling the containers with the soil. Gloves were changed between sample locations.

#### Groundwater Monitoring Wells

Six temporary groundwater monitoring wells were installed at the former James A. Seiber properties as part of the site investigation activities performed for this project. A soil sample was obtained from three feet bgs and immediately above the assumed water surface during advancement of the borings for each of the six monitoring wells. The twelve subsurface soil samples collected were submitted to Teklab, Inc. in Collinsville, Illinois, for BTEX analysis (EPA Method SW 846 5035, 8260B) and chlorinated pesticides analysis (EPA Method SW 846 3550B, 8081A).

Groundwater samples were obtained from each of the six temporary monitoring under the direction of Mr. Andy Limmer of Aquaterra. Groundwater collected for BTEX analysis was placed into vials that were pre-preserved by the analytical laboratory. The groundwater sample collected for chlorinated pesticides analysis was placed in an unpreserved container provided by the analytical laboratory. The collected samples were then delivered to Teklab, Inc. for BTEX analysis via EPA Method SW-846 5030,8266B, and chlorinated pesticides analysis via EPA Method SW-846 3510C, 8081A. A summary of the sampling procedures performed by Aquaterra is provided in Appendix D of this report.

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**SECTION FIVE -****Characterization/Investigation Results  
and Remedial Objectives**

The limited site characterization activities revealed there to be approximately 270,000 cubic yards of waste material present in seven (7) separate cells at the Property (see Figure 1). The approximate size of each individual cell is: Cell #1 ~22,000 square feet, Cell #2 ~8,000 square feet, Cell #3 ~41,000 square feet, Cell #4 ~48,000 square feet, Cell #5 ~45,000 square feet, Cell #6 ~28,000 square feet, and Cell #7 ~173,000 square feet.

Based on observations and available literature, it is estimated that the waste bulk density to be approximately 1,500 lbs./cubic yard. This calculates to approximately 202,500 tons of waste.

There is a significant amount of undecomposed 'clumps' of horse manure and bedding present. These clumps have a high moisture content, and range in size from approximately three inches to one foot in diameter. It is estimated that the high moisture content clumps make up approximately 40% by volume of the manure waste. The manure appeared to contain approximately 10% of significantly variable trash. Objects observed in the manure included such items as:

- empty plastic and glass containers,
- newspaper;
- metal pieces;
- fabric materials;
- various pieces of discarded paper.

A newspaper was unearthed in Cell #5 at a depth of ten feet during the excavation activities. The newspaper was wrapped in a plastic delivery bag, and was published by the Collinsville Herald Journal on December 15, 1985. Photos taken during the investigation activities, including a photo of this newspaper, are provided in Appendix E.

A strong ammonia odor was evident during the excavation process. This type of odor is typical for a waste containing high nitrates undergoing anaerobic decomposition.

As part of the investigation efforts, numerous PID readings were obtained from within the breathing zone (approximately three or more feet from excavated waste) at recently excavated waste piles, and direct readings from excavated waste. All PID measurements obtained as part of the site investigation activities were at or below 0 ppm.

Laboratory analytical results for the two samples collected reveal there to be no TCLP VOCs, or TCLP semi-volatile organics detected above the method detection limits of 0.025 mg/L and 0.040 mg/L respectively. The only TCLP metals detected above the method detection limits was barium. Barium was detected at a concentration of 2.02 mg/L and 1.67 mg/L. The concentration at which TCLP barium is considered a hazardous waste is 100 mg/L. Poly-chlorinated bi-phenols (PCBs) were also not detected above the method

detection limit of 37.5 mg/kg. The other analyses performed revealed the waste to be within acceptable regulatory criteria for disposal at a non-hazardous waste landfill. A copy of the laboratory analytical reports for the two waste characterization samples collected are provided in Appendix. E (identified as FL 1001 and FL 1002).

Following review of information obtained as part of site characterization activities, it was determined that the remedial objectives would be to remove horse manure and solid waste improperly dumped at various locations at the former James Seiber properties, and, following removal of the waste, confirm that no BTEX or chlorinated pesticides impact at levels above IEPA Part 742 Tiered Approach to Corrective Action Objectives (TACO).had occurred to the surrounding soil or groundwater as a result of the improper dumping activities.

### Groundwater Monitoring Wells

Twelve soil samples were collected and analyzed for BTEX and chlorinated pesticides as part of the groundwater monitoring well installation activities. The soil samples were obtained from three feet bgs, and from immediately above the assumed groundwater table from each boring during well installation activities. The depths of the deeper soil samples ranged from 9 to 24 feet bgs. Laboratory analytical results revealed that none of the twelve samples exceeded the TACO Tier 1 residential BTEX or chlorinated pesticides limits for the soil ingestion or inhalation exposure route, or the soil component of the groundwater ingestion exposure route for Class I groundwater for the BTEX or chlorinated pesticides constituents.

One groundwater sample was obtained from each monitoring well and analyzed for BTEX and chlorinated pesticides. The laboratory analysis for all six groundwater samples did not detect any constituent analyzed above the method detection limits, which were below the groundwater ingestion exposure route limits for Class I groundwater.

Table Nos. 1 and 2 provide a summary of the analytical results for the both soil samples and groundwater samples obtained as part of the monitoring well installation activities. Copies of the laboratory analytical reports for the monitoring well soil and groundwater samples are provided in Appendix F.

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## SECTION SIX - Remedial Activities

Excavation and disposal to a permitted landfill was the remedial option selected to address the environmental concerns associated with the improperly disposed horse manure and solid waste. Physical and chemical characteristics of the material excavated during site investigation activities revealed that the material could be disposed to a non-hazardous landfill as a non-special waste. At each location where the solid waste was present, the proper lateral and vertical extent of material excavated was determined in the field by the onsite Environmental Technician using the following methods:

- Visual observation of changes in surface features. Site investigation activities revealed that changes in surface vegetation and topography are a reliable indicator of the horizontal extents of a solid waste dump location.
- Visual observation of changes in subsurface soil/geology. Site investigation activities revealed that there is a noticeable difference in the physical characteristics of native site soil/geology and the dumped solid waste material. An indicator that the appropriate vertical and horizontal limits of the excavation was achieved was that point where native, undisturbed soil/geologic features were encountered.
- Visual observation of the presence or absence of waste paper, plastic, glass, metal, rubber, etc. A primary reason the waste is regulated is the presence of these types of items in the manure. The vertical and horizontal limits of excavation did not cease until that point where it was visually evident that the waste paper, plastic, glass, metal, rubber, etc. materials were no longer present.
- Photoionization Detector (PID) measurements. During excavation activities, the Environmental Technician used a PID instrument to monitor for the presence of volatile organic compounds (VOCs).

A total of 162,850.95 tons of waste was removed and disposed at the Milam Recycling and Disposal Facility located in East St. Louis, Illinois (under waste profile # IED1002135), or the Roxana Landfill located in Roxana, Illinois (under waste profile # 338Y511343).

During the excavation process, a Leica global positioning system (GPS) was used to survey the extent of each excavation area. The GPS system has a horizontal accuracy of one foot. The GPS coordinates allow transferring exact boundaries of the excavated areas to AutoCAD drawings provided as Figure Nos. 8 and 9 in this Report.

Photos taken during the excavation and disposal phase are provided in Appendix E of this report.

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## Section Seven - Current Conditions

Following completion of excavation of the waste from a waste cell, confirmation samples were collected from within each excavation area to confirm that remedial objectives had been met. Since the remedial activities consisted of removing a significant amount of dumped horse manure and solid waste, native soil, formerly present beneath the deposited waste at depths ranging from three to thirty-five feet, became exposed to the surface. Therefore, surface samples of the newly exposed 'surface' soil was determined to be sufficient for confirming that the contaminants of concern were not present.

As a lateral boundary of a waste pile was encountered, soil samples were collected from the sidewall of the excavation at varying depths from the original surface ranging from as little as 5 feet, to as much as 40 feet below the original surface elevation. Sidewall samples were collected approximately every 200 linear feet of sidewall exposed. In addition to the excavation sidewall samples, approximately three soil samples per acre (approximately every 210 linear feet) were collected from the bottom of the excavation. Each sample collected was immediately labeled with a unique sample identifier. Photo No. 15 provided in the photo log included in Appendix E of this report shows a soil sample being collected from the bottom of a waste cell excavation area.

A Leica global positioning system (GPS) was used to record the locations of individual sample locations, and survey the extent of each area excavated as part of the site reclamation activities. The GPS system has a horizontal accuracy of one foot. The GPS coordinates allow transferring exact sample locations and boundaries of excavated areas to aerial photographs and CAD drawings which included as part of this report. As discussed earlier in Section 2.5, the GPS system allows the surveyed extents to be tied to a specific coordinate that remains constant regardless of which photo background the location is noted on. As such, the extents of the excavated areas shown on a 2004 photograph are shown at the exact same location on photographs with an earlier date, regardless if site features in the earlier photographs appear similar.

A total of 51 confirmation samples were collected (not including duplicate samples and soil samples collected as part of the monitoring well installation activities) from all areas where horse manure and solid waste was discovered to have been improperly disposed. At each location where a sample was collected, one 4-oz. glass jar was immediately filled with zero headspace from soil removed from just beneath soils exposed at the surface (approximately 1.5-3" depth). This sample was then labeled for submittal to the laboratory for BTEX analysis. Following collection of the BTEX sample, a discrete surface soil composite sample was collected by scraping the surface soil (0-3" depth) from a 1.5 foot square area with a stainless steel spoon and placing the collected soil into a stainless steel mixing pan. The collected soil was then homogenized, and then placed into a 4-oz. sterilized glass jar for submittal to the analytical laboratory for chlorinated pesticides analysis. Each sample collected was assigned a unique sample identification number to allow for proper data management. Samples were submitted to Teklab, Inc. in Collinsville, Illinois, for BTEX analysis via EPA Method SW 846 5030, 8260B, and chlorinated pesticides analysis via EPA Method SW 846 3550B, 8081A. Figure Nos. 8 and 9 show the location of all confirmation

samples collected as part of the Forrest Lakes horse manure and solid waste removal project. Also shown on each figure is the GPS surveyed boundary of the excavated areas for each discovered waste cell.

Of the 51 soil samples collected and analyzed, not one sample exceeded a TACO Tier 1 residential BTEX or chlorinated pesticides limit for the soil ingestion or inhalation exposure route, or the soil component of the groundwater ingestion exposure route for Class I groundwater. Table No. 1 included with this Report provides a summary of the analytical results for the soil samples. Copies of the laboratory analytical reports for all confirmation samples collected and analyzed are provided in Appendix F of this report.

The information presented in this Report provides documentation that horse manure and solid waste improperly dumped at various locations at the former James Seiber properties has been sufficiently removed, and no BTEX or chlorinated pesticides impact at levels above IEPA Part 742 Tiered Approach to Corrective Action Objectives has occurred to the surrounding soil or groundwater as a result of the improper dumping activities. Therefore, the remedial objectives associated with the horse manure and solid waste removal project have been met.