

State of Illinois
Pollution Control Board
James R. Thompson Center
100 W. Randolph Street, Suite 11-500
Chicago, IL 60601

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STATE OF ILLINOIS
Pollution Control Board

In The Matter Of:)
CASEYVILLE SPORT CHOICE, LLC,)
An Illinois Limited Liability Company,)
Complainant,)
v.) PCB 2008-830
ERMA I. SEIBER, ADMINISTRATRIX)
OF THE ESTATE OF JAMES A. SEIBER,)
DECEASED, AND ERMA I. SEIBER, IN)
HER INDIVIDUAL CAPACITY,)
Respondent.)

MOTION TO DISMISS

Now comes the Respondent, Erma I. Seiber, Individually and in her capacity as Administratrix of the Estate of James A. Seiber, Deceased, and moves this Court to dismiss the Formal Complaint filed by the Complainant before the Illinois Pollution Control Board in Cause PCB 2008-830 and in support of said motion states as follows:

1. That the Complainant, Caseyville Sport Choice, LLC has filed a Formal Complaint before the Illinois Pollution Control Board.
2. When asked to describe any bad effects that the alleged pollution has had on human health, on plant or animal life, on the environment or the enjoyment of life or property or on any lawful business activity the Complainant stated the following:

To proceed with the development of its subdivision on the three parcels of land, the Complainant cleaned up the land and obtained an Environmental No Further Remediation Letter from the Illinois Environmental Protection Agency, which it recorded in the St. Clair County Recorder's Office as Document No. A02003866 on September 27, 2006. The Complainant incurred cleanup costs in the amount

of Four Million Five Hundred and Twenty-eight Thousand Five Hundred and Eighty-nine Dollars and Ten Cents (\$4,528,589.10).

3. When asked in paragraph 9 of the Complaint to describe the relief that the Complainant was seeking from the Board the Complainant stated they were seeking reimbursement of the Complainant's clean-up costs from the Respondent.

4. When asked to identify in paragraph 10 any identical or substantially similar cases already pending before the Board or in another forum against the Respondent for the same alleged pollution the Complainant stated that it intended to file on the same day that it filed the Complaint with the Illinois Pollution Control Board a Complaint against the Respondents in an appropriate U.S. District Court based upon the theories of Breach of Contract and Common Law Fraud.

5. That subsequent to filing the Formal Complaint before the Illinois Pollution Control Board the Complainant, Caseyville Sport Choice, LLC filed a two count Complaint in the U.S. District Court for the Southern District of Illinois in Case No. 07-700-GPM alleging Breach of Contract and Common Law Fraud and specifically seeking a judgment in favor of the Complainant and against the Respondent in the amount of Four Million Five Hundred and Twenty-eight Thousand Five Hundred and Eighty-nine Dollars and Ten Cents plus costs of suit and other relief for costs incurred in the clean-up of this site.

6. That the Illinois Pollution Control Board will not accept a Formal Complaint for hearing if the Board finds that the Complaint is either "duplicative" or "frivolous" within the meaning of Section 31(d) of the Act (415 ILCS 5/31(d)) and Section 101.202 of the Board's procedural rules (35 Ill. Adm. Code 101.202).

“Duplicative” means that an identical or substantially similar case is already pending before the Board or in court.

7. That it is uncontroverted that an identical or substantially similar case is currently pending in the U.S. District Court for the Southern District of Illinois reflecting identical fact and seeking an identical or substantially similar prayer for relief.

8. A Motion to Dismiss must be filed within 30 days after the date an individual served with the Complaint requesting that the Board not accept a Complaint for hearing.

9. The timely filing of a motion alleging that the Complaint is “duplicative” or “frivolous” will stay the 60 day period for filing an Answer to the Complaint pursuant to the provisions of 35 Ill. Adm. Code 103.204, 103.212(b). That in support of this Motion to Dismiss the Respondent is attaching as Exhibit “A” and incorporating herein a copy of the Complaint and Demand for Jury Trial filed by the Complainant/Plaintiff in the U.S. District Court for the Southern District of Illinois in Cause 07-700-GPM.

WHEREFORE, the Respondent, Erma I. Seiber, individually and in her capacity as Administratrix of the Estate of James A. Seiber, Deceased, would petition the Illinois Pollution Control Board to strike the Formal Complaint filed by Caseyville Sport Choice, LLC, An Illinois Limited Liability Company due to the fact that an identical or same or similar Complaint and prayer for relief is presently pending in the U.S. District Court for the Southern District of Illinois.

ERMA I. SEIBER, ADMINISTRATRIX
OF THE ESTATE OF JAMES A.
SEIBER, DECEASED, and
ERMA I. SEIBER, IN HER
INDIVIDUAL CAPACITY,


BY: 
DONALD W. URBAN

DONALD W. URBAN-#3125254
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26 East Washington Street
Belleville, IL 62220
(618) 233-8383

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing document was forwarded to the below listed counsel by enclosing same in an envelope, with proper first class postage fully prepaid and depositing said envelope in a United States mail box in Belleville, Illinois this 10th day of October, 2007.

Mr. John Long
Attorney at Law
1002 E. Wesley Drive, Suite 100
O'Fallon, IL 62269



IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS

CASEYVILLE SPORT CHOICE, LLC,)
An Illinois Limited Liability Company,)

PLAINTIFF,)

vs.)

ERMA I. SEIBER, ADMINISTRATRIX)
OF THE ESTATE OF JAMES A. SEIBER,)
DECEASED, AND)

ERMA I. SEIBER,)
IN HER INDIVIDUAL CAPACITY,)

DEFENDANTS.)

Case No. 07-700-GPM

COMPLAINT AND DEMAND FOR JURY TRIAL

COUNT I

Breach of Contract

COMES NOW the plaintiff, Caseyville Sport Choice, LLC, an Illinois limited liability company, by its attorneys, Belsheim & Bruckert, L.L.C., and for Count I of its complaint against the defendants, Erma I Seiber, Administratrix of the Estate of James A. Seiber, Deceased, and Erma Seiber, in her individual capacity, states the following:

1. The plaintiff, Caseyville Sport Choice, LLC, (hereinafter referred to as "CSC") is an Illinois limited liability company with its principal office located in St. Clair County, Illinois.

2. CSC has three members, which are themselves limited liability companies. The members of the member entities of CSC are individuals, none of whom is a citizen of the State of Kentucky.

3. James A. Seiber – who was the husband of Erma I. Seiber during his life – died on April 25, 2006, while a citizen of the State of Kentucky.

4. The Todd District Court in Todd County, Kentucky, appointed the defendant, Erma I Seiber, Administratrix of the Estate of James A. Seiber, Deceased, in Todd District Court case number 07-P-00003 on January 16, 2007.

5. Pursuant to §1332(c)(2) of Title 28 of the United States Code, Erma I Seiber, Administratrix of the Estate of James A. Seiber, Deceased, is deemed to be a citizen of the State of Kentucky.

6. The defendant, Erma I. Seiber, is also a defendant in her individual capacity.

7. The defendant, Erma I Seiber, in her individual capacity, is a citizen of the State of Kentucky.

8. Complete diversity of citizenship thus exists between the plaintiff and defendants.

9. James A. Seiber and Erma I. Seiber (hereinafter collectively referred to as “the Seibers”) entered into a certain Real Estate Sales Contract (hereinafter referred to as “the Contract”), dated June 23, 2004, with CSC, whereby CSC agreed to purchase from the defendants certain property located in St. Clair County, Illinois (hereinafter referred to as “the Property”). A copy of the Contract is attached hereto and incorporated herein as Exhibit “A”. (The legal description of the Property in that contract [appended thereto as an exhibit also designated “A”] consisted of a collection of copies of deeds setting forth the legal descriptions of the included tracts. The legal description here appended to the

contract is taken directly from the deed executed and delivered by the defendants to the plaintiff at the closing of the sale under the contract.)

10. In paragraph 3 of the Contract, the Sellers represented that “(a) neither Seller, nor Seller’s agents, has received any notice from any federal, state or local government authority or agency of any violation of any zoning, building, fire, environmental, pollution, safety or health laws, ordinance rules, regulations or requirements with respect to the Premises that have not been corrected”; 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.”

11. By paragraph 18 of the Contract, the Seller’s representations about the condition of the Property were “deemed restated at the closing.”

12. The closing of the Contract (“Closing”) occurred on or about December 16, 2004.

13. After the Closing, CSC took possession of the Property and discovered that the Seibers had dumped on the Property, during a period of years, over 159,000 of tons of horse manure and over 2,600 tons of municipal trash (hereinafter collectively referred to as “Waste”).

14. Contrary to the Seibers’ representation in paragraph 3(f) of the Contract, the Property – because of the presence of the Waste thereon – violated §§21(a), (d), and (e) of the Illinois Environmental Protection Act (415 ILCS 5/21(a), (d), (e)) (hereinafter referred to as “the Act”), and Regulations of the Illinois Pollution Control Board known

as 35 Illinois Administrative Code 807.201 and 35 Illinois Administrative Code 807.201 (hereinafter referred to as "the Regulations").

15. After the Closing, CSC took possession of the Property and discovered also that – before the Closing, contrary to the representation in paragraph 3(a) of the Contract – (1) the Illinois Environmental Protection Agency, the County of St. Clair, Illinois, and the Village of Caseyville, Illinois, had cited the Seibers for violations of the Act and the Regulations, for violations of St. Clair County ordinances, and for violations of the Village of Caseyville's ordinances because of the Seibers' illegal and improper dumping of Waste on the Property, and (2) the violations remained uncorrected.

16. CSC has performed all the conditions to be performed on its part under the Contract.

17. The Seibers – that is, the defendants – breached the Contract by making false representations in paragraphs 3(a), 3(f) and 18 of the Contract concerning the condition of the Property and concerning the lack of notices from governmental authorities about problems with the condition of the Property.

18. As a result of the defendants' breach of the Contract, CSC had to clean up the Property – in order to use the Property as the location for its subdivision project – at a cost of Four Million Five Hundred and Twenty-eight Thousand Five Hundred and Eighty-nine Dollars and Ten Cents (\$4,528,589.10).

19. CSC has been damaged by the defendants' breach of the Contract in the amount of Four Million Five Hundred and Twenty-eight Thousand Five Hundred and Eighty-nine Dollars and Ten Cents (\$4,528,589.10).

20. The amount in controversy thus exceeds the amount of Seventy-five Thousand Dollars (\$75,000.00).

21. Federal subject matter jurisdiction over this matter exists under 28 U.S.C. §1332.

WHEREFORE, the plaintiff, Caseyville Sport Choice, LLC, an Illinois limited liability company, prays that this Court enter judgment in its favor and against the defendants, Erma I Seiber, Administratrix of the Estate of James A. Seiber, Deceased, and Erma Seiber, in her individual capacity, for the amount of Four Million Five Hundred and Twenty-eight Thousand Five Hundred and Eighty-nine Dollars and Ten Cents (\$4,528,589.10), and that the Court award the plaintiff its costs of suit and such other relief as the Court deems proper.

CASEYVILLE SPORT CHOICE, LLC,
An Illinois Limited Liability Company

By: /s/ John Long
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PLAINTIFF DEMANDS TRIAL BY JURY ON
COUNT I OF THE COMPLAINT

COUNT II

Common Law Fraud

COMES NOW the plaintiff, Caseyville Sport Choice, LLC, an Illinois limited liability company, by its attorneys, Belsheim & Bruckert, L.L.C., and for Count II of its complaint against the defendants, Erma I Seiber, Administratrix of the Estate of James A. Seiber, Deceased, and Erma Seiber, in her individual capacity, states the following:

1. The plaintiff, Caseyville Sport Choice, LLC, (hereinafter referred to as "CSC") is an Illinois limited liability company with its principal office located in St. Clair County, Illinois.
2. CSC has three members, which are themselves limited liability companies. The members of the member entities of CSC are individuals, none of whom is a citizen of the State of Kentucky.
3. James A. Seiber – who was the husband of Erma I. Seiber during his life – died on April 25, 2006, while a citizen of the State of Kentucky.
4. The Todd District Court in Todd County, Kentucky, appointed the defendant, Erma I Seiber, Administratrix of the Estate of James A. Seiber, Deceased, in Todd District Court case number 07-P-00003 on January 16, 2007.
5. Pursuant to §1332(c)(2) of Title 28 of the United States Code, Erma I Seiber, Administratrix of the Estate of James A. Seiber, Deceased, is deemed to be a citizen of the State of Kentucky.
6. The defendant, Erma I. Seiber, is also a defendant in her individual capacity.

7. The defendant, Erma I. Seiber, in her individual capacity, is a citizen of the State of Kentucky.

8. Complete diversity of citizenship thus exists between the plaintiff and defendants.

9. James A. Seiber and Erma I. Seiber (hereinafter collectively referred to as "the Seibers") made one or more of the following false statements of material fact, or omitted to disclose one or more of the following material facts, to CSC concerning certain property owned by the Seibers and located in St. Clair County, Illinois (hereinafter referred to as "the Property"): namely,

- a. Omitted to disclose to CSC they had had dumped on the Property during a period of years, over 159,000 of tons of horse manure and over 2,600 tons of municipal trash (hereinafter collectively referred to as "Waste");
- b. Omitted to disclose to CSC that the Illinois Environment Protection Agency had cited the Seibers previously with respect to their dumping of the Waste on the land (a condition which remained uncorrected);
- c. Omitted to disclose to CCS that the County of St. Clair, Illinois, had cited the Seibers previously with respect to their dumping of Waste on the land (a condition which remained uncorrected);
- d. Omitted to disclose to CCS that the Village of Caseyville, Illinois, had cited the Seibers previously with respect to their dumping of Waste on the land (a condition which remained uncorrected)

e. Falsely stated that "neither Seller, nor Seller's agents, has received any notice from any federal, state or local government authority or agency of any violation of any zoning, building, fire, environmental, pollution, safety or health laws, ordinance rules, regulations or requirements with respect to the Premises that have not been corrected" (which statement was incorporated in paragraph 3(a) of the contract which the parties signed); and

f. Falsely stated that "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" (which statement was incorporated in paragraph 3(f) of the contract which the parties signed).

10. The Seibers knew that that their statements of material fact, or omissions to disclose material facts, set forth in paragraph 9 above, were false.

11. The Seibers – by making one or more of the false statements of material fact, or by omitting to disclose one or more of the material facts, set forth in paragraph 9 above, to CSC – intended to induce CSC to enter into a contract to purchase the Property from the Seibers.

12. CSC relied upon the truth of one or more of the Seibers' false statements of material fact, or on one or more of the Seibers' omissions to disclose material facts, in deciding to purchase the Property from the Seibers for the amount of One Million Four Hundred Sixty Thousand Dollars (\$1,460,000) by means of a certain Real Estate Sales Contract (hereinafter referred to as "the Contract"), dated June 23, 2004. A copy of the

Contract is attached hereto and incorporated herein as Exhibit "A". (The legal description of the Property in that contract [appended thereto as an exhibit also designated "A"] consisted of a collection of copies of deeds setting forth the legal descriptions of the included tracts. The legal description here appended to the contract is taken directly from the deed executed and delivered by the defendants to the plaintiff at the closing of the sale under the contract.)

13. The closing of the Contract ("Closing") occurred on or about December 16, 2004.

14. After the Closing, CSC took possession of the Property and discovered that the Seibers had dumped on the Property, during a period of years, over 159,000 of tons of horse manure and over 2,600 tons of municipal trash (hereinafter collectively referred to as "Waste").

15. Contrary to the Seibers' representation in paragraph 3(f) of the Contract, the Property – because of the presence of the Waste thereon – violated §§21(a), (d), and (e) of the Illinois Environmental Protection Act (415 ILCS 5/21(a), (d), (e)) (hereinafter referred to as "the Act"), and Regulations of the Illinois Pollution Control Board known as 35 Illinois Administrative Code 807.201 and 35 Illinois Administrative Code 807.201 (hereinafter referred to as "the Regulations").

16. After the Closing, CSC took possession of the Property and discovered also that – before the Closing, contrary to the representation in paragraph 3(a) of the Contract – (1) the Illinois Environmental Protection Agency, the County of St. Clair, Illinois, and the Village of Caseyville, Illinois, had cited the Seibers for violations of the Act and the Regulations, for violations of St. Clair County ordinances, and for violations

of the Village of Caseyville's ordinances because of the Seibers' illegal and improper dumping of Waste on the Property, and (2) the violations remained uncorrected.

17. The Seibers – that is, the defendants – thus were guilty of fraud in inducing CSC to enter into the Contract and to purchase the Property.

18. As a direct and proximate result of the defendants' fraud, CSC acquired the Property and then had to clean up the Property – in order to use the Property as the location for its subdivision project – at a cost of Four Million Five Hundred and Twenty-eight Thousand Five Hundred and Eighty-nine Dollars and Ten Cents (\$4,528,589.10).

19. CSC has been damaged by the defendants' fraud in the amount of Four Million Five Hundred and Twenty-eight Thousand Five Hundred and Eighty-nine Dollars and Ten Cents (\$4,528,589.10).

20. The amount in controversy thus exceeds the amount of Seventy-five Thousand Dollars (\$75,000.00).

21. Federal subject matter jurisdiction over this matter exists under 28 U.S.C. §1332.

WHEREFORE, the plaintiff, Caseyville Sport Choice, LLC, an Illinois limited liability company, prays that this Court enter judgment in its favor and against the defendants, Erma I Seiber, Administratrix of the Estate of James A. Seiber, Deceased, and Erma Seiber, in her individual capacity, for compensatory damages in the amount of Four Million Five Hundred and Twenty-eight Thousand Five Hundred and Eighty-nine Dollars and Ten Cents (\$4,528,589.10), and for punitive damages in the amount of One Million Dollars (\$1,000,000), and that the Court award the plaintiff its costs of suit and such other relief as the Court deems proper.

CASEYVILLE SPORT CHOICE, LLC,
An Illinois Limited Liability Company

By: /s/ John Long
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PLAINTIFF DEMANDS TRIAL BY JURY ON
COUNT II OF THE COMPLAINT

EXHIBIT "A"
to *Complaint and Demand for Jury Trial*
REAL ESTATE SALES CONTRACT

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.

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,

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.

[Handwritten initials]

| | | |
|---|-----------------|--|
| 30 Hollywood Heights Road Caseyville, IL 62232 | 05-08.0-200-002 | |
| Hollywood Heights Road Caseyville, IL 62232 | 05-08.0-200-008 | |
| Hollywood Heights Road Caseyville, IL 62232 | 05-08.0-400-020 | |
| 200 Southern Drive Caseyville, IL 62232 | 05-09.0-100-001 | |

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.

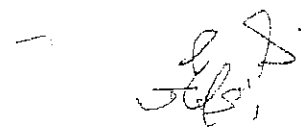
19. *Residential Real Property Disclosure Act.* To the extent that Residential Real Property Disclosure Act (Public Act 88-111) requires the Seller to complete the disclosure form for the benefit of the Purchaser, the Purchaser hereby waives any and all rights it has to receive the disclosure form and 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.



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:

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

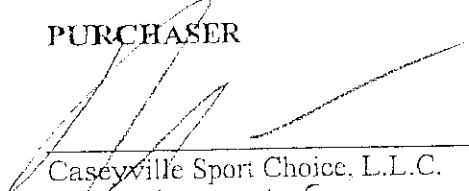
Notices must be served either personally, by certified mail, return receipt requested, or by facsimile transmission. Notices will be deemed sufficient when personally delivered, postmarked, or on the date the facsimile transmission was completed. Evidence of the completed facsimile transmission must 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 voided at the sole discretion of the Purchaser.

PURCHASER

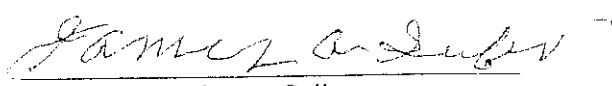

Caseyville Sport Choice, L.L.C.

By: Michael Eger

Title: Pres

Date: 6/23/04

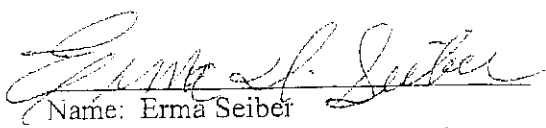
SELLER


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 "A"

Tract 1

Lots 3A, 4A, and 5 in U.S. Survey No. 785, Claim 102; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Assessor's Plats Lands North "2" on page 39.

EXCEPT that part thereof lying within the Right-of-Way of the St. Louis, Vandalia and Terre Haute Railroad.

APPROVED BY THE RECORDER OF ST. CLAIR COUNTY, ILLINOIS, THIS 11th DAY OF MAY, 1900.

Tract 2

That part of the Southeast Quarter of Section 8, Township 2 North, Range 8 West of the Third Principal Meridian, described as follows, to-wit:

Commencing at a pipe in the center line of Section 8, Township 2 North, Range 8 West of the Third Principal Meridian, said pipe being 950.1 feet East of the center of Section 8; thence South 4°37' East, a distance of 239.14 feet to a point in the center line of Caseyville Bethel Road; thence in Northeast direction along the center line of the Caseyville Bethel Road, a distance of 308.22 feet to a point in the West line of Lot 4; reference to said Lot 4 being recorded in the said Recorder's Office in Assessor's Plats Lands North "2", page 39; thence in a Southeast direction along the center line of said road, a distance of 528.07 feet to a point in the East line of said Lot 4; thence North along the East line of said Lot 4, a distance of 215.3 feet to the Northeast corner of said Lot 4; thence West along the North line of said Lot 4, said line being the center line of Section 8, a distance of 853.69 feet to the Point of Beginning.

EXCEPT that part lying within the Caseyville Bethel Road.

EXCEPT, FURTHER, that part conveyed to Joseph P. Smith, Jr. and Dorothy Smith, his wife, as joint tenants and not as tenants in common, by Deed recorded in Book 1560, page 8, described as follows, to-wit:

Part of the Southeast Quarter of Section 8, Township 2 North, Range 8 West of the Third Principal Meridian, described as follows:

Commencing at an iron bar that marks the Southeast corner of Lot 13 of T. A. Brown's Subdivision; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "44", page 75; thence North along the East line of said Lot 13, a distance of 120.13 feet to an iron bar; thence in a Northeasterly direction along a line that makes an interior angle of 92°39' with the last described line, a distance of 69.39 feet to an iron bar; thence in a Southeasterly direction perpendicular to the last described line, a distance of 120 feet to an iron bar in the Northwesterly line of the Caseyville Bethel Road; thence in a Southwesterly

along the Northwestern line of the Caseyville Bethel Road, a distance of 75 feet to the Point of Beginning

EXCEPT, FURTHER, that part thereof conveyed to Joseph P. Smith, Jr. and Dorothy Smith, husband and wife, as joint tenants, and as tenants in common by Deed recorded in Book 1921, page 427, described as follows, to-wit:

strip of land 10 feet in width measured along the Northwestern line of the Caseyville Bethel Road, and extending in a Northerly direction from said Northwestern line of the Caseyville Bethel Road, the Westerly line of said 10 feet wide strip of land being the Northerly line of the aforementioned tract, conveyed to Joseph P. Smith, Jr. and Dorothy Smith, his wife, as joint tenants and not as tenants in common, by Deed recorded in Book 1560, page 8, and the Northerly line of said 10 feet wide strip of land being an extension Eastwardly in a straight line with the Northerly boundary line of aforementioned tract conveyed to Joseph P. Smith, Jr. and Dorothy Smith, his wife, as joint tenants, etc., by Deed recorded in Book 1560, page 8 and extending to the Northeasterly corner of a 10 feet wide strip of land.

EXCEPT, FURTHER, that part thereof conveyed to Carlton W. Hill and Lois R. Hill, his wife, as joint tenants and not as tenants in common by Deed recorded in Book 1776, page 501, described as follows, to-wit:

that part of Lot 4, Southeast Quarter Section 8, Township 2 North, Range 8 West of the Third Principal Meridian, described as follows:

commencing at an iron bar that marks the intersection of the East line of Lot 4, Southeast Quarter of Section 8 with the Northeast line of the Caseyville Bethel Road, said iron bar being 190.2 feet South of the iron bar that marks the Northeast corner of Lot 4; thence in a Northwesternly direction along the Northeasterly line of the Caseyville Bethel Road, said line making an interior angle of 88°24' with the last described line, a distance of 75 feet to an iron bar; thence North perpendicular to the last described line, a distance of 120 feet to an iron bar; thence in an Easterly direction perpendicular to the last described line, a distance of 71.63 feet to an iron bar on the East line of Lot 4; thence South along the East line of Lot 4, a distance of 120.05 feet to the Point of Beginning.

EXCEPT, FURTHER, a tract of land, as in Deed Book 2535, page 1846 and re-recorded in Deed Book 2533, page 846, a part of said tract lying East of and adjacent to "Reckleins Subdivision", a subdivision, reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Plat Book "52" on page 58, described as follows:

commencing at the Southeast corner of Lot 1 of said "Reckleins Subdivision"; thence Northeasterly along the Northerly Right-of-Way line of Hollywood Heights Road (C.H. 12), a distance of 85 feet to an iron pin, said point being the Point of Beginning; thence continuing Northeasterly along said Right-of-Way line, 40 feet to an iron pin; thence Northerly along a line that makes a clockwise angle of 92°29'20" with the last described line, 198.45 feet to an iron pin; thence Westerly along a line that makes a clockwise angle of 94°30'20" with the last described line, 125.50 feet to an iron pipe on the East line of said "Reckleins Subdivision"; thence Southerly along said East line that makes a clockwise angle of 85°27'40" with the last described line, 93.61 feet to an iron pin; thence East along a line that makes a clockwise angle of 87°46'40" with the last described line, 79.39 feet to an iron pin; thence Southerly along a line that makes a clockwise angle of 269°44' with the last described line, 120 feet to the Point of Beginning.

EXCEPT, FURTHER, part of the Southeast Quarter of Section 8, Township 2 North, Range 8 West of the Third Principal Meridian, as in Deed Book 2696, page 1549, more particularly described as follows, to-wit:

Commencing at the Southeast corner of Lot No. 1 of "Reckleins Subdivision"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "52" on page 58; thence Northeasterly along the Northerly Right-of-Way line of Hollywood Heights Road (County Highway No. 12), a distance of 125.00 feet to an iron pin, said iron pin being the Point of Beginning of tract of land herein described; thence continuing Northeasterly along said Right-of-Way line, a distance of 169.00 feet to an iron pin; thence Northerly along a line that makes a clockwise angle of 92°57' with the last described line, a distance of 172.00 feet to an iron pin; thence Westerly along a line that makes a clockwise angle of 96°00' with the last described line, a distance of 173.00 feet to an iron pin; thence Southerly along a line that makes a clockwise angle of 83°01' with the last described line, a distance of 198.45 feet to the Point of Beginning.

EXCEPT, FURTHER, that part of Lot 4 in the Southeast Quarter and that part of Lot 8A in the Northeast Quarter of Section 8 of Township 2 North, Range 8 West of the Third Principal Meridian, Village of Caseyville, St. Clair County, Illinois, reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Assessor's Plats Lands North "2" on page 39, as in Deed Book 3057, page 1972, and being more particularly described as follows:

Beginning at an iron bar marking the Northeast corner of said Lot 4; thence in a Southerly direction along the East line of said Lot 4, a distance of 70.15 feet to an iron bar marking the Northeast corner of a tract of land conveyed to Carlton W. Hill and Lois R. Hill, his wife, as joint tenants and not as tenants in common, by Deed recorded in Book 1776 on page 501; thence in a Westerly direction

the North line of said Hill Tract, and making an interior counterclockwise angle of 118°23'09" with the last described line, a distance of 69.14 feet to a point; thence in a Northwesterly direction along a line that makes an interior clockwise angle of 80°58'23" with the last described line, a distance of 71.51 feet to the Northwest corner of said Hill Tract; thence in a Southerly direction along said Hill West line and making an interior clockwise angle of 80°58'23" with the last described line, a distance of 69.14 feet to a point; thence in a Northwesterly direction along a line that makes an interior counterclockwise angle of 24°23'09" with the last described line, a distance of 71.51 feet to an iron rod; thence in a Northeasterly direction along a line that makes an interior counterclockwise angle of 118°23'09" the last described line, a distance of 319.72 feet; thence in a Northeasterly direction along a line that makes an exterior clockwise angle of 124°45'46" with the last described line, a distance of 165.03 feet to a point; thence in a Northeasterly direction along a line that makes an interior clockwise angle of 124°45'46" with the last described line, a distance of 366.14 feet to an old pipe that marks the Northwest corner of a tract of land conveyed to Amos B. Emrich by Deed recorded in Book 869 on page 610; thence in a Southerly direction along the said Emrich West line and making an interior counterclockwise angle of 03°24'49" with the last described line, a distance of about 1214.9 feet to the Southwest corner of said Emrich Tract and being a point on the East-West center line of said Section 8; thence in a Westerly direction along said Section center line and making an interior counterclockwise angle of 89°32'14" with the last described line, a distance of 24.56 feet to the Point of Beginning.

EXCEPT, FURTHER, that part of Lot 4 in the Southeast Quarter of Section 8 of Township 2 North, Range 8 West of the Third Principal Meridian, Village of Caseyville, St. Clair County, Illinois, reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Assessor's Plats Lands North "2" on page 39, as in Deed Book 3057, page 1972, and being more particularly described as follows:

Commencing at an iron rod marking the point of intersection of the East line of said Lot 4 with the Northeasterly line of Hollywood Heights Road, also known as the Caseyville-Bethel Road and being 50.0 feet in width; thence in a Northwesterly direction along said Northeasterly Right-of-Way line a distance of 75.0 feet to the Point of Beginning of the tract of land herein described; thence in a Northerly direction along a line that makes a counterclockwise angle of 89°59' with the last described line, a distance of 50.86 feet to a point; thence in a Northwesterly direction along a line that makes an exterior counterclockwise angle of 24°23'09" with the last described line, a distance of 121.10 feet; thence in a Southerly direction along a line that makes an interior counterclockwise angle of 118°23'09" the last described line, a distance of 160.70 feet to a point on the Northeasterly Right-of-Way line of Hollywood Heights Road; thence in an Easterly direction along said Right-of-Way line, a distance of 50.0 feet to the Point of Beginning.

PAGE 3

Lot 8A, Northeast Quarter of Section 8, Township 2 North, Range 8 West of the Third Principal Meridian; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Assessor's Plats Lands North "2" on page 39.

EXCEPT that part thereof described as follows, to-wit:

6 acres being part of the Northeast Quarter of Section 8, Township 2 North, Range 8 West of the Third Principal Meridian, beginning at the Southeast corner of said Quarter Section; thence West 34 rods; thence North 465.96 feet so as to include the 6 acres; thence East to the east line of said Section 8 and South to the Place of Beginning.

EXCEPT, FURTHER, that part conveyed to Amos B. Emrich by Deed recorded in Book 869 on page 610, described as follows, to-wit:

That part of Lot 8A, Northeast Fractional Quarter of Section 8, Township 2 North, Range 8 West of the Third Principal Meridian, described as follows: Commencing at a pipe which marks the Northeast corner of Lot 2, Northeast Fractional Quarter of Section 8, Township 2 North, Range 8 West; thence North along the East line of Section 8, a distance of 749 feet to a point; thence West along a line parallel to the South line of Section 8, a distance of 753 feet to a point; thence South along a line parallel to the East line of Section 8, a distance of 1217 feet to a point in the East and West center line of Section 8; thence East along the said center line of Section 8, a distance of 194 feet to a pipe which marks the Southwest corner of Lot 2; thence North along the West line of Lot 2, 468 feet to the pipe which marks the Northwest corner of Lot 2; thence East along the North line of Lot 2, a distance of 565 feet to a pipe at the Point of Beginning.

EXCEPT, FURTHER, that part of Lot 4 in the Southeast Quarter and that part of Lot 8A in the Northeast Quarter of Section 8 of Township 2 North, Range 8 West of the Third Principal Meridian, Village of Caseyville, St. Clair County, Illinois, reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Assessor's Plats Lands North "2" on page 39, as in Deed Book 3057, page 1972, and being more particularly described as follows:

Beginning at an iron bar marking the Northeast corner of said Lot 4; thence in a Southerly direction along the East line of said Lot 4 a distance of 70.15 feet to an iron bar marking the Northeast corner of a tract of land conveyed to Carlton W. Hill and Lois R. Hill, h

as joint tenants and not as tenants in common, by Deed recorded in Book 1776 on page 560; thence in a Westerly direction, along the North line of said Hill Tract and making an interior counterclockwise angle of $88^{\circ}15'10''$ with the last described line, a distance of 71.51 feet to the Northwest corner of said Hill Tract; thence in a Southerly direction, along said Hill West line and making an exterior clockwise angle of $89^{\circ}50'23''$ with the last described line, a distance of 69.14 feet to a point; thence in a Northwesterly direction along a line that makes an interior counterclockwise angle of $24^{\circ}23'00''$ with the last described line, a distance of 711.24 feet to an iron rod; thence in a Northeasterly direction along a line that makes an interior counterclockwise angle of $118^{\circ}21'20''$ the last described line, a distance of 319.72 feet; thence in a Northeasterly direction along a line that makes an interior counterclockwise angle of $160^{\circ}58'36''$ the last described line, a distance of 165.03 feet to a point; thence in a Northeasterly direction along a line that makes an exterior clockwise angle of $124^{\circ}45'46''$ with the last described line, a distance of 360.14 feet to an old pipe that marks the Northwest corner of a tract of land conveyed to Amor E. Emrich by Deed recorded in Book 869 on page 610; thence in a Southerly direction along the said Emrich West line and making an interior counterclockwise angle of $03^{\circ}24'49''$ with the last described line, a distance of about 1214.9 feet to the Southwest corner of said Emrich Tract and being a point on the East-West center line of said Section 8; thence in a Westerly direction along said Section center line and making an interior counterclockwise angle of $89^{\circ}32'14''$ with the last described line, a distance of 24.56 feet to the Point of Beginning.

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lots No. 1 and 2 in Survey No. 785, Claim 102; reference being had to the plat thereof in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "A" on page 401;

EXCEPT, that tract of land North of the Railroad right-of-way of the St. Louis, Vandalia and Terre Haute Railroad Company located Lot No. 1 in Survey No. 785, Claim 102; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "A" on page 401.

EXCEPT, FURTHER, that part lying within the Right-of-Way of St. Louis, Vandalia and Terre Haute Railroad Company.

EXCEPT, FURTHER, that part lying within County Highway No. 30, as shown on plat recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats "53" on page 4.

EXCEPT, FURTHER, part of Lot 2 of U.S. Survey 785, Claim 102, Township 2 North, Range 8 West of the Third Principal Meridian Caseyville Township, St. Clair County, Illinois; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "A" on page 401, as in Deed Book 2629, page 1632, described as follows:

Commencing at the Northeast corner of said Lot 2; thence South along the East line of said Lot 2, a distance of 60 feet, more or less, to an iron pin on the South Right-of-Way line of County Highway 30, said point being the Point of Beginning; thence continuing South along said East line, 285.95 feet to an iron pin on the North Right-of-Way line of Vandalia Railroad (Pennsylvania System); thence West along said North Right-of-Way line, said line makes a counterclockwise angle of $93^{\circ}37'24''$ with the last described line, 14.41 feet to an iron pin; thence North along a line that makes a counterclockwise angle of $86^{\circ}52'36''$ with the last described line, 108.89 feet to an iron pin on the South Right-of-Way line of County Highway 30; thence East along said South Right-of-Way line, 10.50 feet to the Point of Beginning.

EXCEPT, FURTHER, part of Lot 2 of U.S. Survey 785, Claim 102, Township 2 North, Range 8 West of the Third Principal Meridian, St. Clair County, Illinois; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats "A", page 401, as in Deed Book 3254, page 2204, being more particularly described as follows:

Commencing at a point on the Northeasterly line of said Lot 2 at the intersection of the Northwesterly Right-of-Way line of the St. Louis, Vandalia and Terre Haute Railroad; thence South $63^{\circ}41'20''$ West along said Right-of-Way line a distance of 274.41 feet to the Southwest corner of a tract of land conveyed to Calvary Pentecostal Church and described in Deed Book 2861, page 1218 in the Recorder's Office of St. Clair County, Illinois; thence continuing South $63^{\circ}41'20''$ West along said Right-of-Way line a distance of 0.07 feet to a point on a line lying 50.00 feet Southwesterly of and parallel with the Southwesterly line of said tract described in Deed Book 2861, page 1218 and being the Point of Beginning of the tract described herein; thence continuing South $63^{\circ}41'20''$ West along said Right-of-Way line, a distance of 236.6 feet to the Southeasterly corner of a tract described in Deed Book 3174, page 928 in the Recorder's Office; thence North $23^{\circ}10'34''$ West along the Northeasterly line of said tract a distance of 325.77 feet to the Southerly Right-of-Way line of State Aid Route 30; thence Northeasterly along said Southerly Right-of-Way line being a curve to the right having a radius of 1970.08 feet a chord bearing North $69^{\circ}37'43''$ East, a chord distance of 196.09 feet; thence North $66^{\circ}49'29''$ East continuing along said Southerly Right-of-Way line of State Aid Route 30, a distance of 40.47 feet to the aforementioned line; thence 50.00 feet Southwesterly of and parallel with the Southwesterly line of the Calvary Pentecostal Church Tract; thence South $11^{\circ}16''$ East along said parallel line, a distance of 303.23 feet to the Point of Beginning.

the Northwest Quarter of the Northwest Quarter of Section 9, Township 2 North, Range 8 West of the Third Principal Meridian, St. Clair County, Illinois, together with all improvements located thereon.

SO, all easements of any kind, including easements of egress and ingress, that are owned by the Grantors.

SO, an easement of ingress and egress over the Westerly edge of the approximately 11-acre tract, located in the Southwest Quarter of the Northwest Quarter of Section 9, Township 2 North, Range 8 West of the Third Principal Meridian, which tract is described as follows:

beginning at the stone that marks the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 9, Township 2 North, Range 8 West of the Third Principal Meridian, thence in a Northerly direction along the East line of the Southwest Quarter of the Northwest Quarter of said Section 9, a distance of 339.50 feet to an iron bar at the Point of Beginning of the tract of land herein described, thence continuing in a Northerly direction along the East line of the Southwest Quarter of the Northwest Quarter of said Section 9, a distance of 967.32 feet to the stone that marks the Northeast corner of the Southwest Quarter of the Northwest Quarter of said Section 9; thence in a Westerly direction along the North line of the Southwest Quarter of the Northwest Quarter of said Section 9, a distance of 1002.95 feet to a pipe; thence in a Southeasterly direction to the iron bar at the Point of Beginning, which easement is 50 feet in width and located as to be a continuation of the existing Right-of-Way approaching the property from the South, and include the area 16.5 feet in width of a previously existing easement, with the Southwesterly boundary line thereof to be the existing E. line at a usable level.

Fee Simple Title to that part of the above described approximately 11-acre tract lying West of the above-described easement property.

RESERVING from all of the above, the coal, oil, gas and other minerals underlying the premises.

If the above described premises being situated in the County of St. Clair, State of Illinois.

Tract 1
Tract Index Number(s): 03-08.0-200-001 (Tract 1)
Property Address: 30 Hollywood Heights Road, Caseyville, IL 62232

Tract 2
Tract Index Number(s): 03-08.0-200-002 (Tract 1)
Property Address: 30 Hollywood Heights Road, Caseyville, IL 62232

Tract 3
Tract Index Number(s): 03-08.0-200-008 (Tract 2)
Property Address: Hollywood Heights Road, Caseyville, IL 62232

Tract 4
Tract Index Number(s): 03-08.0-400-020 (Tract 3)
Property Address: Hollywood Heights Road, Caseyville, IL 62232

Tract 5
Tract Index Number(s): 03-05.0-400-018 (Tract 4)
Property Address: S. Morrison Avenue, Caseyville, IL 62232

Tract 6
Tract Index Number(s): 03-05.0-406-002 (Tract 4)
Property Address: S. Morrison Avenue, Caseyville, IL 62232

Tract 7
Tract Index Number(s): 03-05.0-407-001 (Tract 4)
Property Address: S. Morrison Avenue, Caseyville, IL 62232

Tract 8
Tract Index Number(s): 03-09.0-100-001 (Tract 5)
Property Address: 200 Southern Drive, Caseyville, IL 62232

Notwithstanding, however, to the general taxes for the year of 2004 and thereafter, and all instruments, covenants, restrictions, conditions, and applicable zoning laws, ordinances, and regulations of record.

EXHIBIT B

| PROPERTY OWNER | PROPERTY ADDRESS | PARCEL # |
|---|--|-----------------|
| Boyer, Tracey & Sandy 10 September Street Caseyville, IL 62232 | 10 September Street Caseyville, IL 62232 | 03-09.0-206-064 |
| 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. Etal 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 |

| 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 |
| Lec, 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 |

| 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 | 03-05.0-400-002 |
| | 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 |