

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

In the Matter of:)	
)	
CASEYVILLE SPORT CHOICE, LLC,)	
an Illinois Limited Liability Company)	
)	
Complainant,)	
)	
v.)	PCB 2008-030
)	
ERMA I. SEIBER, Administratrix of the)	
Estate of James A. Seiber, Deceased,)	
and ERMA I. SEIBER, in Her Individual)	
Capacity and FAIRMOUNT PARK, INC.,)	
a Delaware Corporation,)	
)	
Respondents.)	

MOTION FOR RECONSIDERATION
AND IN THE ALTERNATIVE
MOTION FOR INTERLOCUTORY APPEAL

NOW COMES Respondent (and Counter-Claimant) FAIRMOUNT PARK, INC. (“Fairmount”) by and through its attorneys, Penni S. Livingston and Charles Hamilton, and hereby moves that the Illinois Pollution Control Board reconsider its decision of February 3, 2010 where the Board denied both Respondents’ Motions to Dismiss and this Respondent’s Motion for Summary Judgment. Respondent provides new legal arguments for dismissal or summary judgment as to issues that are a matter of law as well as attempting to place light on the previously made arguments and facts proven. In the alternative and additionally, Respondent requests that the Board certify the issue of Board authority to award reimbursement of clean up costs for alleged past violations for disposal of non-hazardous solid waste to a private citizen complainant. In support of its Motion for Reconsideration or in the Alternative Motion for Interlocutory Appeal, Respondent states as follows:

ARGUMENTS FOR RECONSIDERATION

NEW ISSUES RAISED

**No On Going Violations Exist to be Pursued Before the Board
Making Dismissal Appropriate in Accordance with Supreme Court Law**

1. Section 31(d), 415 ILCS 5/31(d) which authorizes non-governmental entities to file an action before the Board specifically states: “Any person may file with the Board a Complaint, meeting the requirements of subsection (c) of this Section, against any person allegedly VIOLATING this Act or any rule or regulations thereunder or any permit or term or condition thereof.” [capitalization added]. No allegations have been made as to any existence of on-going violations as there are none and this matter must be dismissed for failing to meet the fundamental requirement for filing as found in the specific statutory authorization for going forward. The statute must be interpreting to mean what it says. In fact, Section 31 (c) is all about requiring the Agency to exhaust administrative remedies before pursuing a violator as voluntary compliance is the goal and was achieved here before the action was filed.

2. Statutes providing citizen suits against persons “alleged to be in violation of” a provision of the statute do not create a cause of action for “wholly past” violations. Harris Bank Hinsdale v. Suburban Lawn, Inc., 1992 WL 396295 (N.D.Ill.) *quoting* Gwaltney v. Chesapeake Bay Foundation, Inc., 484 U.S. 49 (1987). Though the Court in Harris Bank noted that the Defendant was a past owner of the leaking USTs and that violations of this provision apply to owners and operators, the issue before the Court was not whether *former* owners of USTs could be held liable under this RCRA provision, but whether owners of leaking USTs could be held liable for “*wholly past*” violations. Relying on Gwaltney, the Harris Bank Court stated that a citizens suit based on an “in

violation of” provision must contain allegations of either ongoing or intermittent violations to state a claim. Id. at 64. The Court found that the allegations only involved past violations, and therefore, failed to state a claim. Harris Bank, 1992 WL 396295 (N.D.Ill.). These Complainants fail to state a claim as well as the Act requires allegations that a person is currently “violating” the Act which is to say that the person is “in violation” of the Act. No one was in violation of the Act the day the matter was filed or thereafter.

3. The decision of the United States Supreme Court in Gwaltney v. Chesapeake Bay Foundation, Inc. was re-examined in Chesapeake Bay Foundation, Inc. v. Gwaltney of Smithfield, Inc., 890 F.2d 690 (4th Circ. 1989). In Chesapeake Bay, the Court was presented with determining what constitutes an “ongoing violation.” The Chesapeake Bay Court defined an ongoing violation of RCRA 7002 (a)(1)(A) to be “a reasonable likelihood that a past polluter will continue to pollute in the future.” Chesapeake Bay v. Gwaltney at 693. The Court stated that an ongoing violation could be proven by either (1) proving violations that continue on or after the date the complaint is filed, or (2) by adducing evidence from which a reasonable trier of fact could find a continuing likelihood of a recurrence in intermittent or sporadic violations. Id. No violations are occurring as the horse manure was remediated. Mr. Seiber is dead and the Race Track has been properly land applying their horse manure through Keller Farms since 1994 so there is no likelihood of violations in the future. The Court further stated that it should be taken into consideration whether remedial actions were taken to cure violations, the *ex ante* probability that such remedial measures would be effective, and any other evidence presented during the proceedings that bears on whether the risk of continued violations had been completely eradicated. Id. Here the risk of future violations has been completely eradicated.

4. Nothing in the Act or in the case law justifies going forward on this case and the Complainant cannot carry its burden of proof against Fairmount as all evidence as to them has been developed and presented and is found wanting. Also more importantly Complainant does not allege nor can it prove on going violations. This is a threshold issue that we all should have seen when this was first filed. Furthermore, in accordance with the Section 33(c) factors, the character and degree of injury was only to the private party who purchased knowing the manure was present. Health and general welfare in Illinois were not affected by Fairmount in anyway. The physical property that was affected was by the person who owned it and without the knowledge or permission of Fairmount but rather in violation of the contract with Fairmount. The social and economic value of Fairmount includes the people employed and the businesses supported in the area as well as the historic and tourism value of having a horse race track in our region. Fairmount is properly located and has caused no violations of the Act at any time. The economic reasonableness of eliminating the pollution can be seen in the price of the contract that covered disposal at \$15,000 per month for years and the fact that when Fairmount stopped using Mr. Seiber in 1994, they started having all of their materials land applied as fertilizer by Keller Farms. No financial benefit came to Fairmount from Seiber's disposal on his own land in violation of the Act and the contract. Financial benefit came from the better approach of land applying than disposal.

5. On the issue of subsequent compliance, Fairmount has always sought compliance with the law as can be seen in its contracts with Seiber and in the contract price for services. Fairmount has been land applying its materials for valuable reuse for 18 years. To allow the less than careful developer and its menagerie of banks to come after Fairmount claiming they have violated the Environmental Protection Act is inappropriate on every level and seriously raises to a level of

absurdity. The Board must follow the law to bring about justice which in this case is dismissing Fairmount and Seiber from further action in this matter. No evidence shows either Fairmount or Seiber are “violating” the law or in violation of the law although Seiber surely did violate the law in the past. Dismissal is appropriate.

6. Fairmount has contracted with Keller Farms for proper land application and use of the horse manure for fertilizer since the contract with Seiber ended in 1993 or 1994. There is no deterrent to apply to Fairmount as their waste is receiving proper reuse. Further, Fairmount did not have any knowledge of Seiber’s activities until he was sued by the People and it was thought that the entire amount of materials were then properly disposed of. There is no point to allowing this case to go forward other than to drive Fairmount to financial ruin. No law can be cited to keep them in this case. Knowledge may not be required under the Act for a finding of violation but that is when the violation was occurring on the person’s own land who claims lack of knowledge when they should be watching and must clean up debris on their own property, however it got there or whoever else they can bring in to do it. Fairmount should not be called to defend and put into evidence an entire presentation of facts and cross examination to bring all issues to the forefront when there are issues of law that must be addressed, namely whether the Complainant can go forward without alleging and proving on going violations, whether an NFR bars enforcement, and whether the Board has authority to grant the relief requested of cost recovery by the Complainants. As the Supreme Court and the Illinois Federal Courts know: enforcement for wholly past violations is not allowed.

7. Voluntary compliance is a goal of the Act as can be seen in the exhaustion of administrative remedies found in Section 31 of the Act as modified many years back. Many

instances in the Act show the intent including the intent of Section 2 to go after those who cause the illegal pollution, which we know was not Fairmount but was Mr. Seiber. Even so, Mr. Seiber told these buyers of his sins and they purchased anyway and while the price was quite high as to Mr. Seiber's land, it was significantly less per acre than all the other land purchased. The developers got a TIF which means the area was known to be "blighted." Continuing this matter with a full blown hearing of witnesses and documents which based on the depositions promise to take several days to a week is not in the interests of judicial economy or furtherance of the purpose of the Act when Fairmount did not open dump any waste ever and there is nothing left here that the Board can resolve in accordance with the law.

8. Fairmount did not cause open dumping by contracting proper disposal and no evidence exists to suggest that they somehow allowed open dumping by giving some permission or doing anything else to encourage non-compliance with the law. This was all elaborated on with citations to testimony in the Motion for Summary Judgment. This is not about knowledge as the Board says, yet it is about justice or what is the purpose of enforcement? Why should these banks and this developer be allowed to go after Fairmount all these years later, when Fairmount had a legitimate contract with Mr. Seiber and a good price and when the developers knew the manure was there prior to purchasing (ergo the lower price for this land versus the other land purchased) and where such developer as land owner was itself in violation of the Act until it obtained an NFR prior to filing this action? The NFR as recorded in St. Clair County is attached.

**Complainant's No Further Remediation Letter From IEPA
Bars Recovery for Wholly Past Violations on the Land**

9. The No Further Remediation Letter is often referred to as the "golden ticket" for marketability of land in Illinois. This is so because it protects from liability of being sued from any

harm that is alleged due to the materials or land cleaned up. This should be true for the Act as well as common law actions and is true given that the NFR proves there are not “on-going violations.”. In accordance with Section 57.10(d)(3) of the Environmental Protection Act, 415 ILCS 5/57.10, “The no further remediation letter issued under this Section shall apply in favor of the following parties: . . . (3) Any co-owner or co-operator, either by joint tenancy, right of survivorship, or any other party sharing a legal relationship with the owner or operator to who the letter is issued.” The NFR protects from suit for violations of the past covered by the NFR. That is all that has to be said for this newly figured out legal argument supporting dismissal. Even so, it can be seen that if the owner is protected as is a co-operator, then the only theory to go after Fairmount on for open dumping is to say they were a co-operator of the illegal landfill. Open dumping, after all, is the consolidation of refuse from one or more sources at a facility that does not meet the requirements of a sanitary landfill. Fairmount was not a co-operator of an illegal waste site but if it were as the only way to make liability against it, Fairmount would be protected by the NFR. In fact, they would have to be a co-operator with the Complainant’s themselves, to make them liable for violations of others, since Complainants also as owners of the land, were operators of an illegal landfill. Also, the U.S. Supreme Court has ruled that pursuing wholly past violations is not allowed in citizen suits so NFR protection is not needed here but merely evidences the fact that there cannot be on-going violations from a site that obtained an NFR by removing and proving proper disposal of the offending materials. Obviously, no on-going violations are being pursued. Anyway you look at it, this action cannot lawfully go forward.

**Dismissal for Want of Prosecution is Appropriate and
Intervention is Required and Should be Denied**

10. The Board should not allow this matter to go forward when the Complainant does nothing to meet deadlines, to respond to pleadings on file for long periods, or to do anything to pursue the prosecution of the matter other than to assign its rights to a new party. The matter should be dismissed for want of prosecution as has been requested numerous times throughout. Caseyville Sport Choice is not a recognized entity in Illinois as they were involuntarily dissolved on October 8, 2010 according to the Secretary of State. See attachment to this Motion. When the Board says in its order that Caseyville filed a response to the motion and a request for extension of time, it is mistaken. These motions were not filed by Caseyville but by a group calling itself ER-1. This party has no standing. In fact, a deed is attached to this Motion showing that last week ownership was changed through a foreclosure proceeding. The Complainant no longer owns the land and the owner is not ER-1 but some newly named holding company- although the lawyer for both ER-1 and the holding company appears to be the same.

11. The Respondents do not understand how the Board can make a decision that allows a third party, ER-1, whoever that is, to pursue the Complainant's cause without proper intervention. Otherwise, there is a total want of prosecution in this matter that the Complainants allowed to languish while dispositive motions were pending which have now been decided by the Board. No action has been taken by Complainants since discovery ended with the last deposition taken by Respondents in September of 2009. In fact, discovery to Seiber's counsel has not been answered. The matter should be dismissed for lack of prosecution. Caseyville Sport Choice has been dissolved by our Secretary of State and they have left the scene completely. ER-1 claims to be assigned rights to pursue this case with no intervention having been filed in accordance with Board rules and

common practice. Apparently this assignment is for debt owed to a conglomeration of banks who loaned money to Complainant for the land and development of it (and which is well beyond the amount requested for relief here). The matter needs dismissed.

12. There is no right to intervene and any permissive intervention would not serve the purpose of the Act as any violations are from prior to 1993 and were remedied through the Site Remediation Program and the obtaining and recording of the No Further Remediation Letter (NFR) recorded on the deed before this action was filed. An NFR is intended only for voluntary clean ups not enforcement and is intended to protect all property owners and persons involved in the past violations on the land from suit for violations on the land. Otherwise the NFR would be useless. The NFR was discussed in the previously filed motion for Summary Judgment but is being raised in a new way in this Motion. Respondent asks the Board to find that an NFR bars recovery under enforcement of the Act for wholly past violations on the land.

13. Caseyville Sport Choice had over 6 months to respond to Respondents' dispositive Motions and did not. We now know they were dissolved by the Secretary of State in October 2010. They have done nothing on this case since the last deposition in September of 2009. Only the Board knows how long a case will be allowed to languish without pursuit or whether a non-existent party can assign its rights to pursue wholly past violations before this Board when the law says otherwise. At several points in the process, requests were entertained by the Hearing Officer to dismiss the matter for want of prosecution, before the new party arrived on the scene. This new party now acts like it has a right to pursue this matter when they have not asked for nor received permission pursuant to the Board's definition of intervention and in accordance with 35 IAC 101.402 of the Board's Procedural Rules. Also, the issuance of an NFR prior to filing this enforcement action

should preclude the enforcement of the Act for anything on the land protected by the NFR and it shows that there are no on going violations as required according to the supreme law of the land.

14. Intervention is defined as “the procedure by which a person, not originally a party to an adjudicatory proceeding, voluntarily comes into the proceeding as a party with the leave of the Board.” No leave was sought or granted for any third party to come in and pursue these respondents on claims for cleaned up materials that were known by Complainant as elaborated upon in Respondent’s Motion for Summary Judgment including citation to transcripts of Complainant witnesses. Furthermore, no remedy should be available through enforcement in a case where remedy is already final through the voluntary program (Site Remediation Program) in the form of clean up performed due to Complainants ignoring known facts. Testimony that should be in the Motion for Summary Judgment showed that Complainant’s own witnesses indicated that they thought they could make money off the manure. Now they sue Fairmount before an administrative agency to seek payment for their bad judgment.

15. The Complainant itself, as (now prior) owner of the property was in violation of the Act until it entered into a voluntary clean up and received an NFR from the Agency. This NFR would protect all parties from Liability as there is no further remediation required and the government has not only not sued for any violations, it has given immunity from prosecution through the NFR for wholly past violations on the land. The new party should not be allowed to intervene as there are no on going violations as required by law for citizen’s suits to go forward.

RECONSIDERATION OF ISSUES PREVIOUSLY RAISED

Summary Judgment is Appropriate

16. No genuine issues of *material* fact exist in this case and therefore Fairmount Park sought and again seeks to enhance judicial economy and obtain relief with uncontradicted documentary evidence including transcripts of testimony obtained through discovery. If what is contained in pleadings and affidavits [or sworn testimony recorded in transcripts] would have constituted all of the evidence before the court [here the Board], and upon such evidence there would be nothing left to be decided by the trier of fact, then summary judgment is appropriate. Skipper Marine Electronics, Inc. v. United Parcel Service, Inc., (1991) 569 N.E. 2d 55. A motion for summary judgment is to be granted only if “the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law.” as stated in the Code of Civil Procedure 735 ILCS 5/2-1005(c). All the facts regarding Mr. Seiber’s open dumping are known and there is no need for a hearing to know those facts and determine their meaning under the law.

17. As cited by the Board many times, “Summary judgment is appropriate when there are no genuine issues of fact for the trier of fact to consider and the movant is entitled to judgment as a matter of law.” *Jackson Jordan, Inc. V. Leydig, Voit & Mayer*, (1994) 158 Ill. 2d 240, 249, 633 N.E. 2d 627, 630; *Sherex Chemical v. IEPA*, (July 30, 1992), PCB 91-202; *Williams Adhesives, Inc. V. IEPA*, (August 22, 1991), PCB 91-112. The Complainant did not contest the facts as enumerated in the Respondent’s Motion for Summary Judgment and the stated facts were all backed by supporting transcripts and/or attached documentation. The Complainant does not have facts to show that Fairmount violated the Illinois Environmental Protection Act by causing or allowing open

dumping of waste. Period. The evidence does not exist and all evidence was elaborated upon in the Motion for Summary Judgment. No additional evidence will come to light by holding a hearing nor will a hearing give a better understanding of the issues. All the facts are known and they do not lead to the conclusion that Fairmount violated the Environmental Protection Act as it did not. If the Board maintains that an evidentiary hearing is necessary, perhaps the Board could clarify what issues of fact remain as to allegations by the Complainant that Fairmount violated the Act.

18. The only facts that the now dissolved Complainant can rely upon to prove past violations of the Act are that Mr. Seiber was under contract with Fairmount to haul and properly dispose of horse manure from 1982 to the end of 1993 or the beginning of 1994, that Mr. Seiber open dumped horse manure in quantities and during times unknown to the government who enforced against him and unknown to Fairmount; Mr. Seiber did not remove and properly dispose of all the manure as ordered by a Court but rather had additional manure he had hidden by burying on his 300 plus acres of land; and that Mr. Seiber offered to show the Complainant's environmental consultant where the manure and bedding materials were located prior to the purchase of the land. These facts are not going to change and they are in the light most favorable to the non-moving party. The documents are attached to the Motion for Summary Judgment and they support this recitation of facts.

19. These facts do not support a finding that Fairmount violated or is violating the Environmental Protection Act. Even if lack of knowledge is not a definitive protection from a finding of violation, there is no evidence to show Fairmount did anything to violate the Act or to entice another to do it. Further, when finding that lack of knowledge of what another person is doing is not necessarily a protection from liability, the person lacking knowledge is generally a property owner and it is their property that needs cleaned up so their knowledge is irrelevant. If

waste found its way to a person's land, there is an issue of allowing even if it is about denying access. Knowledge certainly is a relevant factor when the person being accused did not perform the violation or authorize it in any way and in fact required in writing proper disposal giving a price that would allow for proper disposal. Add to this line of facts another one: Complainant, as property owner, obtained a No Further Remediation Letter from IEPA under the voluntary Site Remediation Program prior to seeking remedy against Fairmount (and Seiber) in this case. That alone should be a bar to enforcement in order to effectuate the protection from liability given with an NFR. Another pivotal fact is that there are no on-going or current violations at the site.

20. The Board must be in the business of doing right and bringing about justice. Clearly it would be unjust and not serve the purpose of the Act to hold Fairmount accountable for the wholly past and unknown actions of an independent contractor when no knowledge of the illegal activity is shown and where such activity was also in breach of the very contractual relationship apparently relied upon for the arguments of showing a violation of causing or allowing open dumping. It would also be unjust to hold Fairmount accountable for the inactions or miscalculations of the developer who had knowledge of Mr. Seiber's manure disposal before purchase of his land.

No Authority Exists to Allow Cost Recovery in this Case

21. Complainant seeks to obtain relief in the form of reimbursement of cleanup costs incurred in 2005 and 2006 for removal and disposal of horse manure yet no provision exists anywhere in the Illinois Environmental Protection Act to authorize a private party to obtain reimbursement of clean up costs for removal and disposal of solid waste, thereby making this action frivolous and ripe for dismissal. *People v. Fiorini* does not stand for the proposition of allowing it either as the Board indicates in its order. *Fiorini* involved the government with third party actions

being filed within the case. The case also involved injunctive relief, civil penalties, hazardous waste, and on-going violations. This case is solely about a private party going after others to compensate them for their poor business decisions and it involves solid waste that was properly disposed of prior to filing and for which an NFR was issued. Now the case involves non-interveners trying to get back their investment from the defunct Complainant by pursuing this matter that the Complainant gave up pursuing some time ago.

22. The Board cites Section 45 (d) of the Illinois Environmental Protection Act (415 ILCS 5/45) (“Act”) in its decision of February 3, 2011 which needs to be re-read word for word by the Board as this Section only provides reimbursement for cleanup costs if the **State** brings an action under the Act. Statutory language must be read to say what it says. No such action has occurred here and there is no other authority in the Act for reimbursement of clean up costs as a remedy that the Board can grant to the Complainants or a third party creditor assigned the rights through contract or otherwise. As recognized by this Court in Old Ben Coal Company v. Department of Mines and Minerals 207 Ill. App. 3d 1088,1091, 566 N.E.2d 813, 815 (5th Dist. 1991), “Finally, perhaps the most basic tenet of statutory construction directs that the language of the statute should get its plain and ordinary meaning.” (quoting Coldwell Banker v. Clayton. 105 Ill. 2d 389, 396, 475 N.E.2d 536, 539 (Ill. 1985)). As the Court made clear in the Old Ben Coal case:

In construing a statute or regulation, Illinois courts are guided by basic tenets of statutory construction. Normally, courts will try to give effect to every word, clause and sentence. (Bauer v. H.H. Hall Construction Co. (1986), 140 Ill. App. 3d 1025, 1028, 489 N.E.2d 31, 33.). We cannot adopt a construction which renders words or phrases superfluous or meaningless. (In re Application of the County Collector. (1989) 132 Ill. 2d 64, 72, 547 N.E.2d 107, 110; People v. Parvin, (1988), 125 Ill. 2d 519, 525, 533 N.E.2d 813, 815.) Where more than one construction can be placed on a statute, a court should select the construction which leads to a logical result and avoid that which would be absurd. (Illinois Department of Revenue v. Country Gardens, Inc. (1986), 145 Ill. App. 3d 49, 56, 495 N.E.2d 161, 166; People v. Jones.

(1985), 134 Ill. App. 3d 1048, 1051, 481 N.E.2d 726, 728.)

23. Complainant is not entitled to the requested relief from this Respondent and as bad as Mr. Seiber was in his hidden disposal activities, the Complainant is not entitled to relief from Mr. Seiber in this case either as the Act does not allow the relief requested and there are no on going violations as required by the use of the word “violating” in Section 31. The relief sought by the Complainant is not allowed under the Illinois Environmental Protection Act. The cause of action brought in this case as against these Respondents is barred by the cost assignment provisions of Section 58.9 of the Act. No offer of proof can ever show that Fairmount Park was the proximate cause of releases of anything, let alone regulated substances, which are not involved in this case. No authority exists for the Board to issue the remedy requested by the Complainant in ordering remedial action costs. Section 58.9 applies only to regulated substances of which horse manure is not but it gives answers to how this case must be dismissed.

24. The purposes of the Act cannot be effectuated by penalizing this third party for the action of another on his own land and from which the other profited. The Complainant is further barred from recovery as against this Respondent by the provision in Section 2 of the Illinois Environmental Protection Act that states that it is the purpose of the Act “to assure that adverse effects upon the environment are fully considered and borne by those who cause them.” See 415ILCS 5/2(b). As a matter of law, based on all the facts developed, Fairmount Park did not cause any violations of the law and they did not “allow” them either. Furthermore, there is no public interest here as the remedy of compliance has been achieved. This is a private right of action for reimbursement being pursued in the wrong forum and under the wrong theories.

25. Complainant seeks relief which cannot be awarded. The State did not bring an action under the Act against Complainant to compel the cleanup as described in the Complaint. Caseyville Sport Choice cleaned up the land on its own volition and obtained an Environmental No Further Remediation Letter. This is somewhat reminiscent of the Supreme Court's *Cooper v. Aviall* (2004) 543 US 157. The State has to sue the Complainant for the Complainant to seek reimbursement under this Act. At no time was Fairmount brought in as a third-party Respondent in an enforcement action against Caseyville Sport Choice for the cleanup of the property in question or against Mr. Seiber. This case must be dismissed without relief as a matter of law.

26. No provisions of law exist in Illinois to allow this private contribution type action for past issues of solid waste as is being done here. The Act does not allow contribution or reimbursement for clean up costs except to the government or for hazardous wastes proximately caused by a persons activities. A finding that the Complainant lacks the ability for and the Board lacks jurisdiction for a contribution action under the Act is consistent with how statutes are interpreted. As the Supreme Court noted in the *Cooper v. Aviall* decision,

[Section] 113 provides two **express** avenues for contribution: §113(f)(1) (“during or following” specified civil actions) and §113(f)(3)(B) (after an administrative or judicially approved settlement that resolves liability to the United States or a State). Section 113(g)(3) then provides two corresponding 3-year limitations periods for contribution actions, one beginning at the date of judgment, §113(g)(3)(A), and one beginning at the date of settlement, §113(g)(3)(B). (boldness added).

Cooper Indus. v. Aviall Serv., Inc., No. 02-1192, 543 U.S. ___, slip op. at 8 (Dec. 13, 2004).

27. No express avenues for contribution exist here. Also it may be noted that hazardous waste and petroleum contamination are not involved in the case at hand as in the several cases the Board cites where it has allowed clean up costs to be sought by private parties. On going violations must have been present as well. Following the principles applicable to hazardous waste

contribution as interpreted by the Supreme Court, there would have to be statutory language to allow it and there is not. All of the decisions the Board cites that are their own are distinguishable from this case in a multitude of ways but the issue remains that the Board believes it has this authority while numerous respondents have raised it as an issue when there is no applicable statutory provision the Board can cite to in any way.

28. The Act is to be enforced through injunctive relief and civil penalties. When the government performs a cleanup, they can ask for reimbursement. This is stated in the Act with no corresponding statement about private parties right to contribution other than to allow them to seek injunctive relief for on-going violations. The government can also charge a violator criminally, which a private citizen also cannot do even though the Act is silent on the issue. The Act is to be supplemented by private remedies in accordance with its stated purpose in Section 2 of the Act. The Complainant here seeks a private remedy not available to it except in a court of law. The matter must be dismissed.

29. No remedy may be given in this matter as against this Respondent. Pursuant to Section 33(b) of the Act, the Board may direct a Respondent to cease and desist from violations of the Act and/or the Board may impose civil penalties in accord with Section 42 of the Act. Neither of these remedies would be appropriate here as there is nothing to cease and desist from committing and a penalty would be unjust and not further the purposes of the Act. No authority exists for the Board to issue the remedy requested by the Complainant in ordering remedial action costs. The Board cannot, under the law, grant the relief that the Plaintiff here requests as there is no authority for such in the statute or in the case law.

30. As a matter of law, the Illinois Pollution Control Board cannot grant relief of reimbursing the Complainant \$4 million for removal and proper disposal of any waste that is not hazardous waste. As a matter of law, horse manure is not hazardous waste. Complainant has sought relief not only from one party who is not responsible under the Act to the Complainant but from a forum that cannot give the relief it seeks. There is just no authorization in law to do what has been requested by the Complainant here. Only a Court can give the remedy requested and under the theories founded in breach of contract or in tort but not under the Act's authorization of citizens to pursue on going violations. Exhaustion of administrative remedies in an attempt to do the government's job of enforcing the Act does not apply to the private remedy situation here. Picking the right forum that can give the relief requested would have been much wiser as the Board is not that forum.

The Board is not Statutorily Equipped to Deal with all the Issues of this Dispute

31. The Board is not a court and it cannot deal with common law issues of liability, proportionment of costs, contract interpretations, liability of the environmental assessment company, and potential business fraud. The environmental company performing the assessment never violated the Environmental Protection Act yet they have liability here if their recommendation was flawed and/or improperly influenced, given the changes in recommendation from the first assessment where a Phase II assessment is recommended to the prior prospective purchaser to the last assessment where a Phase II is not recommended and where the language of horse manure appears to be missing from the document sent to the bank. Issues of common law fraud and common law liability including potential breach of contract cannot be dealt with before the Board yet they are legitimate defenses that should be available to the Respondents. The Complainants are sophisticated

developers from California who had intended to make a fortune on the development of this land. In fact, they thought they could make money off the manure that they knew about.

32. To require Fairmount to defend a lengthy contested hearing likely to last a full week given the number of witnesses involved when the alleged violations were on the Complainant's own land and were and are known to have been caused by the previous owner who told them about it and these alleged violations have been corrected and occurred before the enforcement case that resulted in the 1993 order is inappropriate and wrong particularly in light of the law that has no mechanism for the Board to deal with the situation or award the only remedy requested. This matter belongs in a Court under common law theories where all issues can be dealt with including third party litigation allowing full determination as to everyone's responsibility for clean up costs, not for past violations of the Act. Complainants themselves violated the Act as their property had the disposal on it and they knew of it before they purchased. They do not have clean hands here nor can the Board afford Fairmount due process of law when there is no mechanism to blame another party who has not violated the Act, like the environmental company that recommended Phase II and later did not recommend it.

Interlocutory Appeal is Sought if Reconsideration does not Give Relief

33. Respondent requests that the Board reconsider its decision of February 3, 2010 as the Board has no authority in a private citizen suit to award clean up costs for wholly past alleged violations. Fairmount neither owned the land nor did they dump any waste. They did not control Mr. Seiber but rather had a contractual relationship and no knowledge that he was violating the contract or the law until its last year which they thought had been remedied through the 1993 Court ordered injunction for clean up of all materials. The matter is ripe for interlocutory appeal if the

Board does not find that on going violations are necessary for a citizen's suit to go forward, the NFR bars enforcement, or the most important point for interlocutory appeal: the Board really does lack authority to allow private citizens to seek cost recovery in a solid waste case.

34. As the Board noted in its order in this matter dated November 1, 2007 before Fairmount Park was added, "Section 31(d)(1) of the Act further provides that '[u]nless the Board determines that such complaint is duplicative or frivolous, it shall schedule a hearing.' Id.; see also 35 Ill. Adm. Code 103.212(a). . . A complaint is frivolous if it requests 'relief the Board does not have the authority to grant' or 'fails to state a cause of action upon which the Board can grant relief.'" Previously the Board dismissed Fairmount Park's Counterclaim against Caseyville Sport Choice for the reason that the Act did not allow awarding of attorneys' fees. The same principle applies to the relief requested in the underlying cause filed by Complainant. The Board will not be able to cite any provision of the Act, the statute creating and authorizing the Board's activities, that allows the Board to order a respondent to reimburse clean up costs to an entity not the government

35. The Complainant fails to state a cause of action upon which relief can be granted as to this Respondent as no allegations of fact are made making this Respondent responsible for the actions of another, no on going violations exist, an NFR has been issued giving protection from enforcement, and no mechanism exists to allow cost recovery in a non-hazardous waste private citizen action. As a matter of law, the purpose of the Act cannot be effectuate in the way this case is framed and given the fact that clean up is long since and "wholly" past. Pursuant to Section 2(b) of the Illinois Environmental Protection Act, "It is the purpose of this Act, as more specifically described in later sections, to establish a unified, state-wide program supplemented by private remedies, to restore, protect and enhance the quality of the environment, and to assure that adverse

effects upon the environment are fully considered and borne by those who cause them.” If there is an issue here, it belongs to “private remedies” that supplement enforcement of the Act. Dismissal and/or summary judgment is appropriate.

36. The issue of third party cost recovery is one whose time has come for definitive decision as a matter of law. There are times, for example in *Union Oil v. Barge Way* PCB 98-169 when Dr. Ronald Flemal as a PCB member respectfully dissented “because I do not believe the Environmental Protection Act grants the Board the authority to hear third-party cost recovery cases.” No law can be cited to give a contrary view. The statute speaks for itself and non-existent language cannot be subject to interpretation. If Summary Judgment and/or Dismissal are not granted, Respondent respectfully requests interlocutory appeal to have this issue dealt with appropriately without the expenditure of resources for a contested evidentiary hearing.

37. The Respondent requests that the Board certify for interlocutory appeal, that portion of its February 3, 2011 order involving the ability to award clean up costs to a private party against a private party. Specifically, Respondent asks for an order certifying the following question of law for interlocutory appeal: Does the Board have authority to award a private property owner clean up costs from another private party who did not perform any dumping on its property? Or more easily Does the Board have authority to award clean up costs to a private party as a remedy when the State did not bring the underlying action? Additionally, the Respondents request that the Board stay all proceedings in this matter pending resolution of the appeal.

38. The Board, in its procedural rules, specifically provides for Board certification of interlocutory appeals in accordance with Supreme Court Rule 308(a). *See 35 Ill. Adm. Code 101.908*. Supreme Court Rule 308(a) provides:

When the trial court, in making an interlocutory order not otherwise appealable, finds that the order involves a question of law, as to which there is substantial ground for difference of opinion, that an immediate appeal from the order may materially advance the ultimate termination of the litigation; the court shall so state in writing, identifying the question of law involved. Such a statement may be made at the time of the entry of the order or thereafter on the court's own motion or on motion of any party. The Appellate Court may thereupon in its discretion, allow an appeal from the order.

39. The Board's authority to certify interlocutory appeals is also supported by judicial interpretation. See *People v. PCB*, 129 Ill. App. 3d 958, 473 N.E.2d 452 (1st Dist. 1984); *Getty Synthetic Fuel v. PCB*, 104 Ill. App. 3d 285, 432 N.E.2d 942 (1st Dist. 1982). The Illinois Supreme Court has indicated that Rule 308 appeals are to be allowed only in certain exceptional circumstances. *People v. Pollution Control Board*, 473 N.E.2d at 456, citing *People ex. rel. Mosley v. Carey*, 74 Ill.2d 527 (1979). Thus, Rule 308 should be strictly construed and sparingly exercised. *People v. PCB*, 473 N.E.2d at 456.

40. In order for the Board to grant Rule 308(a) certification, it must determine that a two-prong test is satisfied: (1) whether the Board's decision involves a question of law involving substantial ground for difference of opinion; and (2) whether immediate appeal may materially advance the ultimate termination of the litigation. *Residents Against a Polluted Environment and the Edmund B. Thornton Foundation v. County of LaSalle and Landcomp Corporation*, PCB 96-243 (Nov. 7, 1996); *Land and Lakes Co. v. Village of Romeoville*, PCB 91-7 (Apr. 11, 1991)). However, even after the trial court has made the required finding and the application has stated why an immediate appeal is justified, allowance of an appeal is discretionary. *Voss v. Lincoln Mall Management*, 166 Ill. App. 3d 442, 519 N.E.2d 1056 (1st Dist. 1988); *Camp v. Chicago Transit*

Authority, 82 Ill. App. 3d 1107, 403 N.E.2d 704 (1st Dist. 1980).

41. Given that an issue of law exists as to the Board's authority to award the only remedy requested, cost recovery, an immediate appeal may materially advance the ultimate termination of the litigation. Also while the Board believes it has the authority to award cost recovery in a citizen's suit, the Board's decision involves a question of law involving substantial ground for difference of opinion. All of the cases the Board cited involved a challenge to the Board's authority that only the Board decided, not an appellate court, All the cases involved parties challenging the Board's authority for awarding cost recovery. Also Dr. Flemal's dissents show that even Board members think cost recovery is not allowed. If the Board does not find its way to see that this action should be dismissed for want of prosecution, for lack of on-going violations as required to go forward, or for any other issued raised here, the Respondents respectfully request the Board certify this issue of law for interlocutory appeal and let a Court of Judges decide what the law is on this issue since the Board cannot cite any provision to back its view of authority existing for this cost recovery remedy. This case should not be the nail in the coffin of the Southern Illinois horse racing industry.

WHEREFORE, for all these reasons and as the uncontroverted evidence supports, Respondent, Fairmount Park, Inc. respectfully requests that the Illinois Pollution Control Board find that as a matter of law Fairmount Park is not violating the Illinois Environmental Protection Act, that Fairmount cannot be held accountable to Complainant, and that as a matter of law the relief as requested by the Complainant cannot be granted and that therefore the cause is frivolous such that the Board GRANTS this Motion for Reconsideration, disposing of the matter completely. Additionally or in the alternative, Respondent Fairmount Park respectfully requests that the Illinois

Pollution Control Board find that it lacks authority to grant the Complainant's requested relief and if it does not find such or otherwise dispose of this matter through dismissal that the Board certify for interlocutory appeal issues of law such as whether the Board has authority to award cost recovery in a private citizen enforcement action involving non-hazardous waste and whether the Board has jurisdiction to hear a private citizen enforcement matter where no on going violations are alleged or exist.

Respectfully submitted this 4th day of March, 2011:

By: /s/ Penni S. Livingston

Penni S. Livingston, #06196480
Livingston Law Firm
5701 Perrin Road
Fairview Heights, IL 62208
(618) 628-7700

/s/ Charles E. Hamilton

Charles E. Hamilton #1110586
Attorney for Respondent
87 Oak Hill Drive
P.O. Box 24240
Belleville, IL 62223
(618) 397-2002

Electronic Filing - Received, Clerk's Office, March 4, 2011



SERVICES PROGRAMS PRESS PUBLICATIONS DEPARTMENTS CONTACT

LLC FILE DETAIL REPORT

Entity Name	CASEYVILLE SPORT CHOICE, LLC	File Number	00896748
Status	INVOLUNTARY DISSOLUTION	On	10/08/2010
Entity Type	LLC	Type of LLC	Domestic
File Date	04/09/2003	Jurisdiction	IL
Agent Name	HAROLD G. BELSHEIM	Agent Change Date	10/29/2004
Agent Street Address	1002 E. WESLEY DR., STE. 100	Principal Office	1002 E. WESLEY DR., STE. 100 O'FALLON, IL 62269
Agent City	O'FALLON	Management Type	MGR View
Agent Zip	62269	Duration	12/31/2050
Annual Report Filing Date	00/00/0000	For Year	2010
Series Name	NOT AUTHORIZED TO ESTABLISH SERIES		

[Return to the Search Screen](#)

BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE

PREPARED BY: BOOK 4322 PAGE 1104 A01973595

Name: Mr. Chad Hurley
New Horizon Environmental

STATE OF ILLINOIS
ST. CLAIR COUNTY

Address: 28519 Bradshaw Road
Jerseyville, IL 62052

06 APR 21 PM 12: 29

Michael T. Costello

RECORDER

RETURN TO:

RET Name: Mr. Chad Hurley
New Horizon Environmental

Address: 28519 Bradshaw Road
Jerseyville, IL 62052

THE ABOVE SPACE FOR RECORDER'S OFFICE

The remediation applicant must submit this Environmental No Further Remediation Letter within 45 days of its receipt, to the Office of the Recorder of St. Clair County.

Illinois State EPA Number: 1630255037

New Horizon Environmental, Inc., the Remediation Applicant, whose address is 28519 Bradshaw Road, Jerseyville, IL 62052 has performed investigative and/or remedial activities for the remediation site depicted on the attached Site Base Map and identified by the following:

1. Legal description or Reference to a Plat Showing the Boundaries: Part of the Southeast Quarter of Section 4 - Township 2 North, Range 8 West of the 3rd Principal Meridian, St. Clair County, Illinois and being more particularly described as follows, to wit: Commencing at an old stone which marks the Southwest corner of the Southeast Quarter of said Section 4; running thence Easterly along the South line of Section 4 a distance of 1483.21 feet to a point; running thence Northerly along a line making a clockwise angle from the last described course of 91° 00' 05", a distance of 587.21 feet to a point; said point being the Point of Beginning of the tract herein being described; continuing thence Northerly along said last described course, a distance of 1043.07 feet to a point; running thence Southwesterly along a line making a clockwise angle from the last described course of 80° 42', a distance of 73.95 feet to a point; running thence Northerly along a line making a clockwise angle from the last described course of 279° 18' a distance of 239.93 feet to a point; running thence Northwesterly along a line making a clockwise angle from the last described course of 145° 56' 53" a distance of 302.41 feet to a point; running thence Northwesterly along a line a clockwise angle from the last described course of 175° 29' 32" a distance of 169.14 feet to a point; running thence Northeasterly along a line making a clockwise angle from the last described course of 278° 26' a distance of 402.05 feet to a point; running thence Northerly along a line making a clockwise angle from the last described course of 120° 07' 35" a distance of 229.60 feet to a point; running thence Southwesterly along a line making a clockwise angle from the last described course of 76° 56' a distance of 198.5 feet to a point; running thence Southwesterly along a line making a clockwise angle from the last described course of 173° 29' a distance of 131.55 feet to a point; running thence Southerly along a line making a clockwise angle from the last described course of 117° 27' a distance of

260.00

10

179.15 feet to a point; running thence Southwesterly along a line making a clockwise angle from the last described course of $222^{\circ} 45'$ a distance of 200.68 feet to a point; running thence Southerly along a line making a clockwise angle from the last described course of $136^{\circ} 10'$ a distance of 125.02 feet to a point; running thence Southwesterly along a line making a clockwise angle from the last described course of $219^{\circ} 17'$ a distance of 102.6 feet to a point; running thence Southwesterly along a line making a clockwise angle from the last described course of $159^{\circ} 53'$ a distance of 192.65 feet to a point; running thence Southwesterly along a line making a clockwise angle from the last described course of $221^{\circ} 50'$ a distance of 163.5 feet to a point; running thence Southwesterly along a line making a clockwise angle from the last described course of $172^{\circ} 34'$ a distance of 204.15 feet to a point; running thence Southerly along a line making a clockwise angle from the last described course of $126^{\circ} 23'$ a distance of 114.35 feet to a point; running thence Southwesterly along a line making a clockwise angle from the last described course $183^{\circ} 43'$ a distance of 170.15 feet to a point; running thence Westerly along a line making a clockwise angle from the last described course of $253^{\circ} 16'$ a distance of 24.88 feet to a point; running thence Southerly along a line making a clockwise angle from the last described course of $96^{\circ} 53' 34''$ a distance of 331.84 feet to a point; running thence Southeasterly along a line making a clockwise angle from the last described course of $143^{\circ} 00'$ a distance of 166.16 feet to a point; running thence Southeasterly along a line making a clockwise angle from the last described course of $196^{\circ} 00' 23''$ a distance of 427.98 feet to a point; running thence Southeasterly along a line making a clockwise angle from the last described course of $136^{\circ} 29' 46''$ a distance of 51.5 feet to a point; running thence Easterly along a line making a clockwise angle from the last described course of $150^{\circ} 19' 26''$ a distance of 676.54 feet to a point; running thence Southeasterly along a line making a clockwise angle from the last described course of $200^{\circ} 50' 01''$ a distance of 98.14 feet to the Point of Beginning. Situated in the County of St. Clair, the State of Illinois.

EXCEPT therefrom the following described tract: Part of Lot 6 in the Southeast Quarter of Section 4, Township 2 North, Range 8 West of the 3rd Principal Meridian, St. Clair County, Illinois and being more particularly described as follows, to-wit: Commencing at the Southwest corner of Lot 10 of "LANDHOLT TRACTS", reference being had to the Plat thereof being recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats 54 on Page 37; running thence North $01^{\circ} 19' 24''$ East along the West line of Lots 10, 9, and 8 of said "LANDHOLT TRACTS" a distance of 587.21 feet to the Point of Beginning of the tract herein being described and a corner of a tract of land described in the St. Clair County Recorder's Office in Deed Book 2585 on page 982; running thence North $71^{\circ} 40' 30''$ West along a Northeasterly line of said tract described in Deed Book 2585, page 982, a distance of 98.14 feet to a point to a corner of said tract described in Deed Book 2585; running thence North $01^{\circ} 26' 08''$ West a distance of 91.04 feet to a point; running thence North $9^{\circ} 01' 24''$ East a distance of 303.8 feet to a point; running thence North $28^{\circ} 51' 01''$ West a distance of 254.11 feet to a point; running thence North $9^{\circ} 19' 59''$ West a distance of 156.70 feet to a point; running thence North $5^{\circ} 23' 49''$ East a distance of 213.03 feet to a point on the Westerly extension of the Southerly line of a tract of land described in the St. Clair County Recorder's Office in Deed Book 2674 on page 101; running thence North $82^{\circ} 01' 23''$ East along said southerly line and the extension thereof, a distance of 201.74 feet to a point on the West line of "LANDHOLT TRACTS" and the Southeast corner of said tract described in Deed Book 2674 on page 101; running thence South $1^{\circ} 19' 24''$ West along said West line of "LANDHOLT TRACTS", a distance of 1039.45 feet to the Point of Beginning. Together with a Temporary Easement for Ingress and Egress over and across the existing roadway on the property of the Grantor; until such time as all construction work is accomplished for the Grantees new residence.

2. Common Address: 40 West Brookhaven Drive, Caseyville, IL
3. Real Estate Tax Index/Parcel Index Number: 04-040-400-041
4. Remediation Site Owner: Caseyville Sport Choice
5. Land Use: Residential or Industrial/Commercial

(Illinois EPA Site Remediation Program Environmental Notice)

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6. Site Investigation: Focused



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 - (217) 782-3397
 JAMES R. THOMPSON CENTER, 100 WEST RANDOLPH, SUITE 11-300, CHICAGO, IL 60601 - (312) 814-6026

ROD R. BLAGOJEVICH, GOVERNOR

DOUGLAS P. SCOTT, DIRECTOR

(217) 782-6761

March 23, 2006

Mr. Chad Hurley
 New Horizon Environmental
 28519 Bradshaw Road
 Jerseyville, IL 62052

Re: 1630255037 /St. Clair
 Caseyville /Caseyville Sport Choice LLC
 Site Remediation Program/Technical Reports
 No Further Remediation Letter

Dear Mr. Hurley:

The *Site Remediation Program Comprehensive Site Investigation, Remedial Objectives, Remedial Action Plan, and Remedial Action Completion Report* (Date December 15, 2005/Log Number 05/27657), as prepared by New Horizon Environmental, Inc. for the above referenced Remediation Site, has been reviewed by the Illinois Environmental Protection Agency ("Illinois EPA") and demonstrates that the remedial action was completed in accordance with 35 Illinois Administrative Codes 740 and 742.

The Remediation Site, consisting of 27.93 acres, is located at 40 West Brookhaven Drive, Caseyville, Illinois. Pursuant to Section 58.10 of the Illinois Environmental Protection Act ("Act") (415 ILCS 5/1 et seq.), your request for a no further remediation determination is granted under the conditions and terms specified in this letter. The Remediation Applicant, as identified on the Illinois EPA's Site Remediation Program DRM-1 Form received October 17, 2005 is New Horizon Environmental, Inc.

This focused No Further Remediation Letter ("Letter") signifies a release from further responsibilities under the Act for the performance of the approved remedial action. This Letter shall be considered prima facie evidence that the Remediation Site described in the attached Illinois EPA Site Remediation Program Environmental Notice and shown in the attached Site Base Map does not constitute a threat to human health and the environment for the specified recognized environmental conditions so long as the Site is utilized in accordance with the terms and conditions of this Letter.

Conditions and Terms of ApprovalLevel of Remediation and Land Use Limitations

- 1) The land use specified in this Letter may be revised if:
 - a) Further investigation or remedial action has been conducted that documents the attainment of objectives appropriate for the new land use.
 - b) A new Letter is obtained and recorded in accordance with Title XVII of the Act and regulations adopted thereunder.
- 2) The Remediation Site is approved for Residential or Industrial/Commercial land use.
- 3) The recognized environmental conditions, as characterized by the focused site investigation, consist of the following:
 - a) Regulated substances of concern that have been successfully addressed are detailed in the attached Table A.

Institutional Controls:

- 4) No person shall construct, install, maintain, or operate a well at the Remediation Site. All water supplies and water services for the Remediation Site must be obtained from a public water supply system. The provisions of this institutional control shall be applicable to all water usage (e.g., domestic, industrial/commercial uses and outdoor watering).

Other Terms

- 5) Where the Remediation Applicant is not the sole owner of the Remediation Site, the Remediation Applicant shall complete the attached *Property Owner Certification of the No Further Remediation Letter under the Site Remediation Program* Form. This certification, by original signature of each property owner, or the authorized agent of the owner(s), of the Remediation Site or any portion thereof who is not a Remediation Applicant shall be recorded along with this Letter.
- 6) Further information regarding this Remediation Site can be obtained through a written request under the Freedom of Information Act (5 ILCS 140) to:

Illinois Environmental Protection Agency
Attn: Freedom of Information Act Officer
Bureau of Land-#24
1021 North Grand Avenue East
Post Office Box 19276
Springfield, IL 62794-9276

- 7) Pursuant to Section 58.10(f) of the Act (415 ILCS 5/58.10(f)), should the Illinois EPA seek to void this Letter, the Illinois EPA shall provide notice to the current titleholder and to the Remediation Applicant at the last known address. The notice shall specify the cause for the voidance, explain the provisions for appeal, and describe the facts in support of this cause. Specific acts or omissions that may result in the voidance of the Letter under Sections 58.10(e)(1)-(7) of the Act (415 ILCS 5/58.10(e)(1)-(7)) include, but shall not be limited to:
- a) Any violation of institutional controls or the designated land use restrictions;
 - b) The failure to operate and maintain preventive or engineering controls or to comply with any applicable groundwater monitoring plan;
 - c) The disturbance or removal of contamination that has been left in-place in accordance with the Remedial Action Plan. Access to soil contamination may be allowed if, during and after any access, public health and the environment are protected consistent with the Remedial Action Plan;
 - d) The failure to comply with the recording requirements for this Letter;
 - e) Obtaining the Letter by fraud or misrepresentation;
 - f) Subsequent discovery of contaminants, not identified as part of the investigative or remedial activities upon which the issuance of the Letter was based, that pose a threat to human health or the environment;
 - g) The failure to pay the No Further Remediation Assessment Fee within forty-five (45) days after receiving a request for payment from the Illinois EPA;
 - h) The failure to pay in full the applicable fees under the Review and Evaluation Services Agreement within forty-five (45) days after receiving a request for payment from the Illinois EPA.
- 8) Pursuant to Section 58.10(d) of the Act, this Letter shall apply in favor of the following persons:
- a) New Horizon Environmental, Inc.;
 - b) The owner and operator of the Remediation Site;
 - c) Any parent corporation or subsidiary of the owner of the Remediation Site;
 - d) Any co-owner, either by joint-tenancy, right of survivorship, or any other party sharing a relationship with the owner of the Remediation Site;
 - e) Any holder of a beneficial interest of a land trust or inter vivos trust, whether revocable or irrevocable, involving the Remediation Site;
 - f) Any mortgagee or trustee of a deed of trust of the owner of the Remediation Site or any assignee, transferee, or any successor-in-interest thereto;
 - g) Any successor-in-interest of the owner of the Remediation Site;

- h) Any transferee of the owner of the Remediation Site whether the transfer was by sale, bankruptcy proceeding, partition, dissolution of marriage, settlement or adjudication of any civil action, charitable gift, or bequest;
 - i) Any heir or devisee of the owner of the Remediation Site;
 - j) Any financial institution, as that term is defined in Section 2 of the Illinois Banking Act and to include the Illinois Housing Development Authority, that has acquired the ownership, operation, management, or control of the Remediation Site through foreclosure or under the terms of a security interest held by the financial institution, under the terms of an extension of credit made by the financial institution, or any successor-in-interest thereto; or
 - k) In the case of a fiduciary (other than a land trustee), the estate, trust estate, or other interest in property held in a fiduciary capacity, and a trustee, executor, administrator, guardian, receiver, conservator, or other person who holds the remediated site in a fiduciary capacity, or a transferee of such party.
- 9) This letter, including all attachments, must be recorded as a single instrument within forty-five (45) days of receipt with the Office of the Recorder of St. Clair County. For recording purposes, the Illinois EPA Site Remediation Program Environmental Notice attached to this Letter should be the first page of the instrument filed. This Letter shall not be effective until officially recorded by the Office of the Recorder of St. Clair County in accordance with Illinois law so that it forms a permanent part of the chain of title for the Remediation Site.
- 10) Within thirty (30) days of this Letter being recorded by the Office of the Recorder of St. Clair County, a certified copy of this Letter, as recorded, shall be obtained and submitted to the Illinois EPA to:
- Robert E. O'Hara
Illinois Environmental Protection Agency
Bureau of Land/RPMS
1021 North Grand Avenue East
Post Office Box 19276
Springfield, IL 62794-9276
- 11) In accordance with Section 58.10(g) of the Act, a No Further Remediation Assessment Fee based on the costs incurred for the Remediation Site by the Illinois EPA for review and evaluation services will be applied in addition to the fees applicable under the Review and Evaluation Services Agreement. Request for payment of the No Further Remediation Assessment Fee will be included with the billing statement.

If you have any questions regarding this correspondence, you may contact the Illinois EPA project manager, Mr. Todd Gross at (217) 524-4862.

Sincerely,



Joyce L. Munie, P.E., Manager
Remedial Project Management Section
Division of Remediation Management
Bureau of Land

Attachments(2): Property Owner Certification of No Further Remediation Letter under the
 Site Remediation Program Form
 Notice to Remediation Applicant

cc: Caseyville Sport Choice
 Mr. Don Ferris
 1905 Calle Los Camichines
 Bakersfield, CA 93309

SITE REMEDIATION PROGRAM
TABLE A: REGULATED SUBSTANCES OF CONCERN
1630255037/Caseyville Sport Choice LLC

Metals

CAS No.	Chemical Name
7439-92-1	Lead

SITE BASE MAP
1630255037—St. Clair
Caseyville/Caseyville Sport Choice, LLC
Site Remediation Program

Surrounding Land Use: residential



BOOK 4322 PAGE 1113

Surrounding Land Use: residential

Surrounding Land Use: residential

Surrounding Land Use: residential

← Remediation Site Boundary

27.93 acres

Surrounding Land Use: residential

Surrounding Land Use: residential

Surrounding Land Use: residential

Legend: Remediation Site Boundary ———

Scale: 1" = 250'

SITE BASE MAP
1630255037—St. Clair
Caseyville/Caseyville Sport Choice, LLC
Site Remediation Program

Project Name: Forrest Lakes Development Lead Removal Project	Date: March 7, 2006 Scale: 1" = 250'
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NEWHORIZON
ENVIRONMENTAL

PROPERTY OWNER CERTIFICATION OF THE NFR LETTER UNDER THE SITE REMEDIATION PROGRAM

Where the Remediation Applicant (RA) is not the sole owner of the remediation site, the RA shall obtain the certification by original signature of each owner, or authorized agent of the owner(s), of the remediation site or any portion thereof who is not an RA. The property owner(s), or the duly authorized agent of the owner(s) must certify, by original signature, the statement appearing below. This certification shall be recorded in accordance with Illinois Administrative Code 740.620.

Include the full legal name, title, the company, the street address, the city, the state, the ZIP code, and the telephone number of all other property owners. Include the site name, street address, city, ZIP code, county, Illinois inventory identification number and real estate tax index/parcel index number.

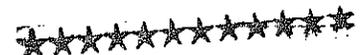
A duly authorized agent means a person who is authorized by written consent or by law to act on behalf of a property owner including, but not limited to:

- 1. For corporations, a principal executive officer of at least the level of vice-president;
2. For a sole proprietorship or partnership, the proprietor or a general partner, respectively; and
3. For a municipality, state or other public agency, the head of the agency or ranking elected official.

For multiple property owners, attach additional sheets containing the information described above, along with a signed, dated certification for each. All property owner certifications must be recorded along with the attached NFR letter.

Property Owner Information: Owner's Name: Caseyville Sport Choice, LLC; Title: Regional Development Manager; Company: Caseyville Sport Choice, LLC; Street Address: 1905 Calle Los Camichines; City: Bakersfield; State: CA; Zip Code: 93309; Phone: 618-972-8617. Site Information: Site Name: Former Caseyville Rifle and Pistol Club; Site Address: 40 West Brookhaven Dr.; City: Caseyville; State: IL; Zip Code: ; County: St. Clair; Illinois inventory identification number: 1630255037; Real Estate Tax Index/Parcel Index No. 04-040-400-041. I hereby certify that I have reviewed the attached No Further Remediation Letter and that I accept the terms and conditions and any land use limitations set forth in the letter. Owner's Signature: [Signature]; Date: 4/18/06. SUBSCRIBED AND SWORN TO BEFORE ME this 18th day of April, 2004. Elizabeth M. Meehling, Notary Public. OFFICIAL SEAL: ELIZABETH M. MEEHLING, NOTARY PUBLIC, STATE OF ILLINOIS, MY COMMISSION EXPIRES 10/30/2006.

The Illinois EPA is authorized to require this information under Sections 415 ILCS 5/58 - 58.12 of the Environmental Protection Act and regulations promulgated thereunder. If the Remediation Applicant is not also the sole owner of the remediation site, this form must be completed by all owners of the remediation site and recorded with the NFR Letter. Failure to do so may void the NFR Letter. This form has been approved by the Forms Management Center. All information submitted to the Site Remediation Program is available to the public except when specifically designated by the Remediation Applicant to be treated confidentially as a trade secret or secret process in accordance with the Illinois Compiled Statutes, Section 7(a) of the Environmental Protection Act, applicable Rules and Regulations of the Illinois Pollution Control Board and applicable Illinois EPA rules and guidelines.



Robert E O'Haver
IL EPA

A02003866

PREPARED BY:

SEP. 27. 2006

705

Name: Mr. Chad Hurley
New Horizon Environmental

Address: 28519 Bradshaw Road
Jerseyville, IL 62052

STATE OF ILLINOIS
ST. CLAIR COUNTY
BELLEVILLE IL 62220

06 SEP 27 AM 11:00

Michael T. Coates

RECORDER

RETURN TO:

Name: Mr. Chad Hurley
New Horizon Environmental

Address: 28519 Bradshaw Road
Jerseyville, IL 62052

THE ABOVE SPACE FOR RECORDER'S OFFICE

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36

The remediation applicant must submit this Environmental No Further Remediation Letter within 45 days of its receipt, to the Office of the Recorder of St. Clair County.

Illinois State EPA Number: 1630255037

New Horizon Environmental, Inc., the Remediation Applicant, whose address is 28519 Bradshaw Road, Jerseyville, IL 62052 has performed investigative and/or remedial activities for the remediation site depicted on the attached Site Base Map and identified by the following:

1. Legal description or Reference to a Plat Showing the Boundaries:

PIN #03-09.0-100-001

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.

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

ALSO, 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:

Commencing 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

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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 to be 50 feet in width and located as to be a continuation of the existing Right-of-Way approaching the property from the South, and to include the area 16.5 feet in width of a previously existing easement, with the Southwesterly boundary line thereof to be the existing creek line at a usable level.

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

EXCEPTING from all of the above, the coal, oil, gas and other minerals underlying the premises;
All of the above described premises being situated in the County of St. Clair, State of Illinois.

PIN #03-08.0-200-001

Lot 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.

PIN #3-08.0-200-008

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 so as to include the 6 acres; thence East 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, 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 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 $89^{\circ}59'23''$ 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 $24^{\circ}23'09''$ 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 $118^{\circ}21'20''$ with 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 $160^{\circ}58'36''$ 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 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 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 $03^{\circ}24'49''$ 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.

2. Common Address: 200 Southern Drive, Caseyville, IL
3. Real Estate Tax Index/Parcel Index Numbers: 03-08.0-200-008; 03-09.0-100-001; and 03-08.0-200.001
4. Remediation Site Owner: Caseyville Sport Choice
5. Land Use: Residential or Industrial/Commercial
6. Site Investigation: Focused

Electronic Filing - Received, Clerk's Office, March 4, 2011


 ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
 SEP 27 2006 708

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 - (217) 782-3397

JAMES R. THOMPSON CENTER, 100 WEST RANDOLPH, SUITE 11-300, CHICAGO, IL 60601 - (312) 814-6026

(217) 782-6761

ROD R. BLAGOJEVICH, GOVERNOR

DOUGLAS P. SCOTT, DIRECTOR

September 13, 2006

CERTIFIED MAIL

7004 2510 0001 8585 3669

Mr. Chad Hurley
 New Horizon Environmental
 28519 Bradshaw Road
 Jerseyville, IL 62052

Re: 1630255037 /St. Clair
 Caseyville /Caseyville Sport Choice LLC
 Site Remediation Program/Technical Reports
 No Further Remediation Letter

Dear Mr. Hurley:

The Site Remediation Program Comprehensive Site Investigation, Remedial Objectives, Remedial Action Plan, and Remedial Action Completion Report, Former James A. Seiber Properties Horse Manure and Solid Waste Disposal Area, 200 Southern Drive, Caseyville, Illinois, (CSIR/ROR/RAP/RACR), Date June 14, 2006/Log Number 06/29964, as prepared by New Horizon Environmental, Inc. for the above referenced Remediation Site, has been reviewed by the Illinois Environmental Protection Agency ("Illinois EPA") and demonstrates that the remedial action was completed in accordance with 35 Illinois Administrative Codes 740 and 742.

The Remediation Site, consisting of 142.62 acres, is located at 40 West Brookhaven Drive, Caseyville, Illinois. Pursuant to Section 58.10 of the Illinois Environmental Protection Act ("Act") (415 ILCS 5/1 et seq.), your request for a no further remediation determination is granted under the conditions and terms specified in this letter. The Remediation Applicant, as identified on the Illinois EPA's Site Remediation Program DRM-1 Form received October 17, 2005 is New Horizon Environmental, Inc.

This focused No Further Remediation Letter ("Letter") signifies a release from further responsibilities under the Act for the performance of the approved remedial action. This Letter shall be considered prima facie evidence that the Remediation Site described in the attached Illinois EPA Site Remediation Program Environmental Notice and shown in the attached Site Base Map does not constitute a threat to human health and the environment for the specified recognized environmental conditions so long as the Site is utilized in accordance with the terms and conditions of this Letter.

Conditions and Terms of ApprovalLevel of Remediation and Land Use Limitations

- 1) The land use specified in this Letter may be revised if: **SEP. 27. 2006** **709**
- a) Further investigation or remedial action has been conducted that documents the attainment of objectives appropriate for the new land use.
 - b) A new Letter is obtained and recorded in accordance with Title XVII of the Act and regulations adopted thereunder.
- 2) The Remediation Site is approved for Residential or Industrial/Commercial land use.
- 3) The recognized environmental conditions, as characterized by the focused site investigation, consist of the following:
- a) Regulated substances of concern that have been successfully addressed are detailed in the attached Table A.

Other Terms

- 4) Where the Remediation Applicant is not the sole owner of the Remediation Site, the Remediation Applicant shall complete the attached *Property Owner Certification of the No Further Remediation Letter under the Site Remediation Program* Form. This certification, by original signature of each property owner, or the authorized agent of the owner(s), of the Remediation Site or any portion thereof who is not a Remediation Applicant shall be recorded along with this Letter.
- 5) Further information regarding this Remediation Site can be obtained through a written request under the Freedom of Information Act (5 ILCS 140) to:
- Illinois Environmental Protection Agency
Attn: Freedom of Information Act Officer
Bureau of Land-#24
1021 North Grand Avenue East
Post Office Box 19276
Springfield, IL 62794-9276
- 6) Pursuant to Section 58.10(f) of the Act (415 ILCS 5/58.10(f)), should the Illinois EPA seek to void this Letter, the Illinois EPA shall provide notice to the current titleholder and to the Remediation Applicant at the last known address. The notice shall specify the cause for the voidance, explain the provisions for appeal, and describe the facts in support of this cause. Specific acts or omissions that may result in the voidance of the Letter under Sections 58.10(e)(1)-(7) of the Act (415 ILCS 5/58.10(e)(1)-(7)) include, but shall not be limited to:
- a) Any violation of institutional controls or the designated land use restrictions;
 - b) The failure to operate and maintain preventive or engineering controls or to comply with any applicable groundwater monitoring plan;

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- c) The disturbance or removal of contamination that has been left in-place in accordance with the Remedial Action Plan. Access to soil contamination may be allowed if, during and after any access, public health and the environment are protected consistent with the Remedial Action Plan;
 - d) The failure to comply with the recording requirements for this Letter;
 - e) Obtaining the Letter by fraud or misrepresentation;
 - f) Subsequent discovery of contaminants, not identified as part of the investigative or remedial activities upon which the issuance of the Letter was based, that pose a threat to human health or the environment;
 - g) The failure to pay the No Further Remediation Assessment Fee within forty-five (45) days after receiving a request for payment from the Illinois EPA;
 - h) The failure to pay in full the applicable fees under the Review and Evaluation Services Agreement within forty-five (45) days after receiving a request for payment from the Illinois EPA.
- 7) Pursuant to Section 58.10(d) of the Act, this Letter shall apply in favor of the following persons:
- a) New Horizon Environmental, Inc.;
 - b) The owner and operator of the Remediation Site;
 - c) Any parent corporation or subsidiary of the owner of the Remediation Site;
 - d) Any co-owner, either by joint-tenancy, right of survivorship, or any other party sharing a relationship with the owner of the Remediation Site;
 - e) Any holder of a beneficial interest of a land trust or inter vivos trust, whether revocable or irrevocable, involving the Remediation Site;
 - f) Any mortgagee or trustee of a deed of trust of the owner of the Remediation Site or any assignee, transferee, or any successor-in-interest thereto;
 - g) Any successor-in-interest of the owner of the Remediation Site;
 - h) Any transferee of the owner of the Remediation Site whether the transfer was by sale, bankruptcy proceeding, partition, dissolution of marriage, settlement or adjudication of any civil action, charitable gift, or bequest;
 - i) Any heir or devisee of the owner of the Remediation Site;

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- j) Any financial institution, as that term is defined in Section 2 of the Illinois Banking Act and to include the Illinois Housing Development Authority, that has acquired the ownership, operation, management, or control of the Remediation Site through foreclosure or under the terms of a security interest held by the financial institution, under the terms of an extension of credit made by the financial institution, or any successor-in-interest thereto; or
- k) In the case of a fiduciary (other than a land trustee), the estate, trust estate, or other interest in property held in a fiduciary capacity, and a trustee, executor, administrator, guardian, receiver, conservator, or other person who holds the remediated site in a fiduciary capacity, or a transferee of such party.
- 8) This letter, including all attachments, must be recorded as a single instrument within forty-five (45) days of receipt with the Office of the Recorder of St. Clair County. For recording purposes, the Illinois EPA Site Remediation Program Environmental Notice attached to this Letter should be the first page of the instrument filed. This Letter shall not be effective until officially recorded by the Office of the Recorder of St. Clair County in accordance with Illinois law so that it forms a permanent part of the chain of title for the Remediation Site.
- 9) Within thirty (30) days of this Letter being recorded by the Office of the Recorder of St. Clair County, a certified copy of this Letter, as recorded, shall be obtained and submitted to the Illinois EPA to:

Robert E. O'Hara
Illinois Environmental Protection Agency
Bureau of Land/RPMS
1021 North Grand Avenue East
Post Office Box 19276
Springfield, IL 62794-9276

- 10) In accordance with Section 58.10(g) of the Act, a No Further Remediation Assessment Fee based on the costs incurred for the Remediation Site by the Illinois EPA for review and evaluation services will be applied in addition to the fees applicable under the Review and Evaluation Services Agreement. Request for payment of the No Further Remediation Assessment Fee will be included with the billing statement.

If you have any questions regarding this correspondence, you may contact the Illinois EPA project manager, Mr. Todd Gross at (217) 524-4862.

Sincerely,



Joyce L. Munie, P.E., Manager
Remedial Project Management Section
Division of Remediation Management
Bureau of Land

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Attachments(2): Property Owner Certification of No Further Remediation Letter under the
 Site Remediation Program Form
 Notice to Remediation Applicant

cc: Caseyville Sport Choice
 Mr. Don Ferris
 1905 Calle Los Camichines
 Bakersfield, CA 93309

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SITE REMEDIATION PROGRAM
TABLE A: REGULATED SUBSTANCES OF CONCERN
1630255037/Caseyville Sport Choice LLC

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CAS No.	Chemical Name
72-54-8	4,4'-DDD
72-55-9	4,4'-DDE
50-29-3	4,4'-DDT
5103-71-9	alpha-Chlordane
5566-34-7	gamma-Chlordane
60-57-1	Dieldrin
1031-07-8	Endosulfan sulfate
72-20-8	Endrin
76-44-8	Heptachlor
1024-57-3	Heptachlor epoxide
72-43-5	Methoxychlor
8001-35-2	Toxaphene
71-43-2	Benzene
100-41-4	Ethylbenzene
108-88-3	Toluene
1330-20-7	Xylene (totals)

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PROPERTY OWNER CERTIFICATION OF THE NFR LETTER UNDER THE SITE REMEDIATION PROGRAM

Where the Remediation Applicant (RA) is not the sole owner of the remediation site, the RA shall obtain the certification by original signature of each owner, or authorized agent of the owner(s), of the remediation site or any portion thereof who is not an RA. The property owner(s), or the duly authorized agent of the owner(s) must certify, by original signature, the statement appearing below. This certification shall be recorded in accordance with Illinois Administrative Code 740.620.

Include the full legal name, title, the company, the street address, the city, the state, the ZIP code, and the telephone number of all other property owners. Include the site name, street address, city, ZIP code, county, Illinois inventory identification number and real estate tax index/parcel index number.

A duly authorized agent means a person who is authorized by written consent or by law to act on behalf of a property owner including, but not limited to:

- 1. For corporations, a principal executive officer of at least the level of vice-president;
2. For a sole proprietorship or partnership, the proprietor or a general partner, respectively; and
3. For a municipality, state or other public agency, the head of the agency or ranking elected official.

For multiple property owners, attach additional sheets containing the information described above, along with a signed, dated certification for each. All property owner certifications must be recorded along with the attached NFR letter.

Property Owner Information
Owner's Name: Caseyville Sports Choice
Title:
Company:
Street Address: 1905 Calle Las Carnichines
City: Bakersfield State: CA Zip Code: 93309 Phone:
Site Information
Site Name: Former James A. Seiber Properties Horse Manure and Solid Waste Disposal Area
Site Address: 200 Southern Drive
City: Caseyville State: IL Zip Code: County: St. Clair
Illinois inventory identification number: 1630255037
Real Estate Tax Index/Parcel Index No. 03-09.0-100-001, 03-08.0-200-001, 3-08.0-200-008
I hereby certify that I have reviewed the attached No Further Remediation Letter and that I accept the terms and conditions and any land use limitations set forth in the letter.
Owner's Signature: [Signature] Date: 9/27/06
SUBSCRIBED AND SWORN TO BEFORE ME
this 27 day of September, 2006
Jan Eaton-Kapp
Notary Public
OFFICIAL SEAL
JAN EATON-KAPP
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9-23-2009

The Illinois EPA is authorized to require this information under Sections 415 ILCS 5/58 - 58.12 of the Environmental Protection Act and regulations promulgated thereunder. If the Remediation Applicant is not also the sole owner of the remediation site, this form must be completed by all owners of the remediation site and recorded with the NFR Letter. Failure to do so may void the NFR Letter. This form has been approved by the Forms Management Center. All information submitted to the Site Remediation Program is available to the public except when specifically designated by the Remediation Applicant to be treated confidentially as a trade secret or secret process in accordance with the Illinois Compiled Statutes, Section 7(a) of the Environmental Protection Act, applicable Rules and Regulations of the Illinois Pollution Control Board and applicable Illinois EPA rules and guidelines.



0928243



A02255738

MICHAEL T. COSTELLO
RECORDER OF DEEDS
ST. CLAIR COUNTY
BELLEVILLE, IL
02/24/2011 02:38:00PM
RHSP FEE: 10.00
TOTAL FEE: \$39.00
PAGES: 13

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

JUDGE'S DEED

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THE GRANTOR, Judge of the Circuit Court of St. Clair County, Illinois, pursuant to and under the authority conferred by the provisions of a Judgment of Foreclosure and Sale entered by the Circuit Court of St. Clair County, Illinois on December 23, 2010 in Case No. 09-CH-128, entitled *E.R. 1, LLC v. Caseyville Sport Choice, LLC.*, from which judgment no redemption having been made as provided by statute, and, pursuant to which the land hereinafter described was sold at public sale by said grantor on January 27, 2011, hereby conveys to Caseyville Holding Company, LLC, an Illinois limited liability company, the following described real estate situated in St. Clair County, Illinois to have and to hold forever:

See Exhibit A hereto

DATED this date: 2-24, 2011

Judge

Exempt under provisions of Paragraph 1
Section 31-45 of the Real Estate Transfer Tax Law
(35 ILCS 200/31-45)

, 2011

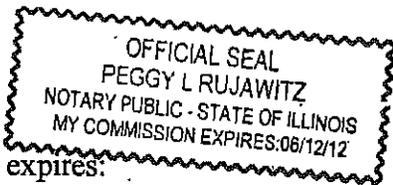
Buyer, Seller or Representative

APPROVED MAPS & PLATTING
Director
SUBJECT TO ZONING REGULATIONS

STATE OF ILLINOIS)
) SS.
COUNTY OF ST. CLAIR)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that *Stara McGlynn*, personally known to me to be the same person whose name, as Judge of the Circuit Court of Madison County, Illinois, is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged he/she signed, sealed and delivered the said instrument as his/her free and voluntary act as such Judge, for the uses and purposes therein set forth.

Given under my hand and official seal, this 24 day of February, 2011.



Peggy L. Rujawitz
Notary Public

My commission expires:

This Instrument was prepared by:

David M. Unseth, Esq.
Bryan Cave LLP
211 North Broadway, Suite 3600
St. Louis, Missouri 63102

ADDRESS OF PROPERTY:

There is no common address for property

The above address is for statistical purposes only and is not part of the deed

MAIL TO:

Daniel C. Nester
Bryan Cave, LLP
211 North Broadway, Suite 3600
St. Louis, Missouri 63102

ADDRESS OF GRANTEE:

TAX BILLS TO:
Caseyville Holding Company, LLC
301 N. Main Street
Chatham, IL 62629

EXHIBIT A

(Legal Description of the Property)

Tract 1:

Part of the Southwest Quarter of Fractional Section 4, part of the Southeast Quarter of Fractional Section 4, part of the Northeast Quarter of Section 8, part of the Northwest Quarter of Section 9, part of the Northeast Quarter of Fractional Section 9, part of Thilman Acres Subdivision Assessment Plat, and part of Landholt Tracts Assessment Plat all in Township 2 North, Range 8 West of the Third Principal Meridian, St. Clair County, Illinois, more particularly described as follows, to-wit:

Beginning at a stone marking the Northeast corner of the Northwest Quarter of Section 9, thence South $01^{\circ} 19' 52''$ East, along the West line of the Northwest Quarter of Section 9, a distance of 254.08 feet to an iron pipe, marking the Southeast corner of the tract in Book 2491 on Page 1440; thence North $89^{\circ} 51' 30''$ West, along the South line of the tract in Book 2491 on Page 1440, a distance of 1335.94 feet to the point of intersection of said line with the East line of the Northwest Quarter of the Northwest Quarter of Section 9; thence South $01^{\circ} 06' 42''$ East, along the East line of the Northwest Quarter of the Northwest Quarter of Section 9 and the East line of the Southwest Quarter of the Northwest Quarter of Section 9, a distance of 2363.72 feet, to a stone marking the Southeast Corner of the Southwest Quarter of the Northwest Quarter of Section 9; thence South $89^{\circ} 11' 33''$ West, along the South line of the Southwest Quarter of the Northwest Quarter of Section 9, said line also being the North line of Anderson Subdivision as recorded in the Office of the Recorder of St. Clair County, Illinois in Book of Plats 48 on Page 76, a distance of 1344.29 feet, to a stone marking the Southwest corner of the Northwest Quarter of Section 9, said Stone also being the Southeast corner of lot 2 of the Northeast Quarter of Section 8; thence North $01^{\circ} 27' 11''$ East, along the East line of Lot 2 of the Northeast Quarter of Section 8, said line also being the line between the Northwest Quarter of Section 9 and the Northeast Quarter of Section 8, a distance of 463.21 feet, to a pipe marking the Northeast corner of Lot No. 2 of the Northeast Quarter of Section 8; thence South $89^{\circ} 23' 24''$ West, along the North line of Lot No. 2 of the Northeast Quarter of Section 8 and it's Westerly extension, a distance of 758.76 feet, to the point of intersection of said line with the West line of the tract in Book 3463 on Page 738; thence South $01^{\circ} 25' 05''$ East, along the line common to the tracts in Book 3463 on Page 738 and Book 3057 on Page 1972, a distance of 471.35 feet, the point on intersection of said line with the South line of the Northeast Quarter of Section 8, said point also being 194.00 feet Westerly of the Southwest Corner of Lot No. 2 of the Northeast Quarter of Section 8; thence South $88^{\circ} 46' 29''$ West, along the South line of the Northeast Quarter of Section 8, a distance of 17.62 feet; thence South $00^{\circ} 47' 08''$ East, a distance of 70.39 feet, to an Iron Bar marking the Northeast Corner of the tract in Book 1776 Page 501; thence North $89^{\circ} 19' 03''$ West, along the line common to the tracts in Book 1776 Page 501 and Book 3057 on Page 1972, a distance of 71.94 feet to an Iron Bar marking the Northwest Corner of the tract in Book 1776 Page 501; thence South $00^{\circ} 39' 20''$ West, along a line common to the tracts in Book 1776 Page 501 and Book 3057 Page 1972, a distance of 120.09 feet, to an Iron Bar in the North Right-of-way Line of Hollywood Heights Road; thence North $88^{\circ} 53' 27''$ West, along the Northerly

Right-of-way line of Hollywood Heights Road, said line also being the South line of the tract in Book 3057 Page 1972, a distance of 418.53 feet; thence South $81^{\circ} 34' 29''$ West, along the Northerly Right-of-way line of Hollywood Heights Road, said line also being the South line of the tract in Book 3057 Page 1972, a distance of 51.08 feet to an Iron Bar; thence North $04^{\circ} 51' 49''$ West, along the line common to the tracts in Book 3057 Page 1972 and Book 2944 Page 1554, a distance of 177.72 feet, to the point of intersection of said line with the South line of the Northeast Quarter of Section 8, said point being 6.05 feet North of an Iron Bar; thence South $88^{\circ} 46' 29''$ West, along the South line of the Northeast Quarter of Section 8, said line being the South line of the tract in Book 3057 Page 1972 and Book 3950 Page 187, a distance of 1228.30 feet, to the Southwesterly most corner of Lot No. 14 of Thilman Acres Assessment Plat as recorded in the Office of the Recorder of St. Clair County, Illinois, in Book of Assessment Plats No. 1 on Page 5; thence North $28^{\circ} 58' 51''$ West, along the Southwesterly line of Lot No. 14 of Thilman Acres Assessment Plat, a distance of 225.65 feet, to an Iron Pipe; thence North $04^{\circ} 52' 21''$ West, along the Westerly line of Lot No. 14 of Thilman Acres Assessment Plat, a distance of 314.33 feet, to an Iron Pipe; thence North $29^{\circ} 53' 57''$ West, along the Westerly line of Lot No. 14 of Thilman Acres Assessment Plat a distance of 19.88 feet, to the Southeasterly most corner of Lot No. 11 of Thilman Acres Assessment Plat; thence North $04^{\circ} 13' 15''$ East along the Westerly line of Lot No. 14 of Thilman Acres Assessment Plat a distance of 268.52 feet, to an Iron pipe, said point being the Northwest Corner of Lot No. 14 of Thilman Acres Assessment Plat and Westerly most corner of Lot No. 13 of Thilman Acres Assessment Plat; thence North $79^{\circ} 41' 28''$ East, along the North line of Lot No. 13 of Thilman Acres Assessment Plat, a distance of 447.79 feet, to the Northeast Corner of Lot No. 13 of Thilman Acres, said point being in the West line of tract in Book 2508 Page 2170; thence North $04^{\circ} 46' 19''$ West, along the East line of Lots No. 7 and 3 of Thilman Acres Assessment Plat and the West line of the tract in Book 2508 Page 2170, a distance of 1750.44 feet, to the point of intersection of said line with the centerline of Canteen Creek, said point being the Southeasterly Corner of Lot No. 2 of Thilman Acres Assessment Plat, thence along the Southerly line of Lot No. 2 of Thilman Acres Assessment Plat, said line being the centerline of Canteen Creek, the following bearings and distances, North $73^{\circ} 18' 31''$ West, a distance of 119.53 feet; thence South $11^{\circ} 24' 46''$ West, a distance of 85.40 feet; thence South $03^{\circ} 15' 55''$ West, a distance of 80.37 feet; thence South $05^{\circ} 46' 43''$ East, a distance of 155.84 feet; thence South $06^{\circ} 49' 59''$ East, a distance of 205.91 feet; thence South $13^{\circ} 32' 17''$ West, a distance of 96.00 feet; thence South $65^{\circ} 33' 07''$ West a distance of 162.77 feet; thence South $82^{\circ} 11' 24''$ West, a distance of 140.25 feet to the point of intersection of the West line of Lot No. 2 of Thilman Acres Assessment Plat with the centerline of Canteen Creek; thence leaving the centerline of Canteen Creek North $04^{\circ} 46' 32''$ West, along the West line of Lot No. 2 of Thilman Acres Assessment Plat, a distance of 658.04 feet, to an iron pin marking the Northwest Quarter of Lot No. 2 of Thilman Acres Assessment Plat, said point being the point of intersection of said line with the Southerly Right-of-way line along the CSX Transportation System Railroad, formerly the St. Louis, Vandalia and Terra Haute Railroad; thence in a Northeasterly direction along a curve of the Southerly Right-of-way line of CSX Transportation System Railroad, to the left, having a radius of 5659.03 feet, a chord bearing of North $70^{\circ} 44' 10''$ East, and a chord distance of 466.01 feet; an arc distance of 466.41 feet; thence North $68^{\circ} 22' 35''$ East, along the Southerly Right-of-way line of CSX Transportation System Railroad, a distance of 2322.15 feet, to the point of intersection with the Easterly line of Lot No. 5 of U.S. Survey No. 785 Claim 102; thence South $18^{\circ} 00' 33''$ East, along the Easterly line of Lot No. 5 of U.S. Survey No. 785,

Claim 102, a distance of 969.91 feet, to a Stone marking the point of intersection of the Easterly line of Lot No. 5 of U.S. Survey No. 785, Claim 102 with the North line of the Northwest Quarter of Section 9; thence South $89^{\circ} 51' 27''$ East, along the North line of the Northwest Quarter of Section 9, a distance of 1247.09 feet, to a Stone, marking the Northeast corner of the Northwest Quarter of the Northwest Quarter of Section 9; thence North $00^{\circ} 18' 42''$ West, along the West line of the Southeast Quarter of the Southwest Quarter and the West line of the Northeast Quarter of the Southwest Quarter of Fractional Section 4, a distance of 1485.62 feet, to the point of intersection of said line with the centerline of Canteen Creek; thence in a Northeasterly direction along the centerline of Canteen Creek, the following Bearings and Distances, North $55^{\circ} 29' 50''$ East, a distance of 42.82 feet; thence North $69^{\circ} 18' 57''$ East, a distance of 115.01 feet; thence South $71^{\circ} 11' 33''$ East, a distance of 93.59 feet; thence North $83^{\circ} 17' 55''$ East, a distance of 157.02 feet; thence North $57^{\circ} 52' 50''$ East, a distance of 286.02 feet; thence South $09^{\circ} 45' 22''$ East, a distance of 301.48 feet; South $72^{\circ} 30' 17''$ East, a distance of 84.43 feet; thence North $56^{\circ} 58' 21''$ East a distance of 145.41 feet; thence South $30^{\circ} 59' 29''$ East, a distance of 138.39 feet; thence North $85^{\circ} 34' 55''$ East, a distance of 132.24 feet; thence South $78^{\circ} 14' 02''$ East, a distance of 77.29 feet; thence North $60^{\circ} 00' 01''$ East, a distance of 223.44 feet; thence North $83^{\circ} 41' 38''$ East, a distance of 428.25 feet; thence North $10^{\circ} 22' 21''$ East, a distance of 173.87 feet; thence North $06^{\circ} 38' 21''$ East, a distance of 114.35 feet; thence North $60^{\circ} 15' 21''$ East, a distance of 204.15 feet; thence North $67^{\circ} 41' 21''$ East, a distance of 163.50 feet; thence North $25^{\circ} 51' 21''$ East, a distance of 192.65 feet; thence North $46^{\circ} 00' 38''$ East, a distance of 102.60 feet; thence North $06^{\circ} 43' 38''$ East, a distance of 125.02 feet; thence North $50^{\circ} 33' 38''$ East, a distance of 200.68 feet; thence North $07^{\circ} 48' 38''$ East, a distance of 179.15 feet; thence North $70^{\circ} 21' 38''$ East, a distance of 131.55 feet; thence North $75^{\circ} 52' 23''$ East, a distance of 199.34 feet, to the point of intersection of the East line of Lot No. 6 of the Southeast Quarter of Fractional Section 4, said line being the East line of the tract in Book 3419 Page 1909 and said line also being the West line of Lot "A" of McLean & Galvins Subdivision as recorded in the Office of the Recorder of St. Clair County, Illinois in Book of Plats 42 on Page 12; thence South $00^{\circ} 03' 23''$ East, along the East line of Lot No. 6 of the Southeast Quarter of Fractional Section 4 and the East line of the tracts in Book 3419 Page 1909 and Book 2674 Page 101 and Book 3711 Page 1122 and the West line of Landholt Tracts Assessment Plat as recorded in the Office of the Recorder of St. Clair County, Illinois in Plat Book 54 on Page 37, and the West line of the tract in Book 2783 Page 2279 and the West line of Lot "A" of McLean & Galvin's Subdivision, a distance of 1624.77 feet, to the Northwest corner of Lot No. 5 of Landholt Tracts Assessment Plat, said corner being 0.91 feet West of an Old Iron Pipe; thence North $88^{\circ} 59' 48''$ East, along the North line of Lot No. 5 of Landholt Tracts Assessment Plat, a distance of 172.34 feet; thence South $00^{\circ} 27' 03''$ East, a distance of 1165.63 feet; thence South $00^{\circ} 25' 27''$ East, a distance of 272.64 feet, to the South line of the tract in Book 2807 Page 1480, said line also being the North line of Lot No. 138 of Hollywood Heights Assessment Plat as recorded in the Office of the Recorder of St. Clair County, Illinois in Book of Assessment Plats No. 1 on Page 8; thence South $89^{\circ} 31' 28''$ West along the South line of the tract in Book 2807 Page 1480 and the North line of Lot No. 138 of Hollywood Heights Assessment Plat, a distance of 293.02 feet, to the Northwest corner of Lot No. 138 of Hollywood Heights Assessment Plat, said corner also being the Southwest corner of the tract in Book 2807 Page 1480; thence South $00^{\circ} 44' 17''$ East, along the West line of Hollywood Heights Assessment Plat and the East line of the tract in Book 2748 Page 1633, a distance of 556.84 feet, to an iron pin marking the point of

intersection of the West line of Hollywood Heights Assessment Plat with the North line of Brookfield Subdivision as recorded in the Office of the Recorder of St. Clair County, Illinois in Plat Book 50 Page 8, said point also being the Southeast corner of the tract in Book 2748 Page 1633; thence South $89^{\circ} 38' 26''$ West, along the North line of Brookfield Subdivision and the South line of the tracts in Book 2748 Page 1633 and Book 2928 Page 1103, a distance of 674.62 feet, to an iron bar; thence North $00^{\circ} 25' 25''$ West, along the West line of the tract in Book 2928 Page 1103, a distance of 935.64 feet, to the point of intersection of said line with the North line of the northeast Quarter of Section 9; thence South $89^{\circ} 00' 31''$ West, along the North line of the Northeast Quarter of Section 9, a distance of 697.99 feet, to the point of beginning;

Situated in the County of St. Clair and the State of Illinois.

Tract 2:

Part of Lot No. 1 of Thilman Acres Assessment Plat as recorded in the Office of the Recorder of St. Clair County, Illinois in Plat Book 57 on Page 58, being part of Section 8, Township 2 North, Range 8 West of the Third Principal Meridian, St. Clair County, Illinois, more particularly described as follows, to-wit:

Commencing at an Iron Pin marking the Northwest corner of Lot No. 2 of Thilman Acres Assessment Plat, thence South $04^{\circ} 46' 32''$ East, along the West line of Lot No. 2 of Thilman Acres Assessment Plat, a distance of 51.13 feet, to an Iron Pin marking the Northeast corner of Lot No. 1 of Thilman Acres Assessment Plat; thence on a Southwesterly direction along a curve to the right along the Northerly line of Lot No. 1 of Thilman Acres Assessment Plat, having a radius of 5624.00 feet, a chord bearing of South $74^{\circ} 54' 57''$ West, and a chord distance of 370.05 feet, an arc distance of 370.12 feet, to an Iron Pin marking the point of beginning of the tract herein described, said point being the Northeast corner of the tract in Book 3281 Page 631; thence South $13^{\circ} 11' 56''$ East, along the East line of the tract in Book 3281 Page 631, a distance of 192.00 feet, to the point of intersection of said line with the centerline of Canteen Creek; thence in a Westerly and Northwesterly direction along the centerline of Canteen Creek the following bearings and distances; South $38^{\circ} 14' 46''$ West, a distance of 44.76 feet; thence South $84^{\circ} 48' 19''$ West, a distance of 15.15 feet; thence North $75^{\circ} 55' 04''$ West, a distance of 56.26 feet; thence North $75^{\circ} 46' 34''$ West, a distance of 56.33 feet; thence North $59^{\circ} 38' 39''$ West, a distance of 68.99 feet; thence North $49^{\circ} 07' 05''$ West, a distance of 85.23 feet; thence North $43^{\circ} 20' 47''$ West, a distance of 65.47 feet, to the Northwest corner of Lot No. 1 of Thilman Acres Assessment Plat, thence leaving the centerline of Canteen Creek, and in a Northeasterly direction along the North line of Lot No. 1 of Thilman Acres Assessment, along a curve to the left, having a radius of 5624.00 feet, a chord bearing of North $78^{\circ} 14' 34''$ East, and a chord distance of 282.97 feet, an arc distance of 283.00 feet, to the point of beginning;

Situated in the County of St. Clair and the State of Illinois.

Tract 3:

Part of Lot No. 2 of U.S. Survey No. 785; Claim 102 in Township 2 North, Range 8 West of the Third Principal Meridian, St. Clair County, Illinois, more particularly described as follows, to-wit:

Commencing at the point of intersection of the Easterly line of U.S. Survey No. 785, Claim 102 with the Northerly Right-of-way line of CSX Transportation System, formerly the St. Louis, Vandalia and Terra Haute Railroad, said point being North 18° 00' 33" West, a distance of 1095.16 feet from a Stone marking the point of intersection of the Easterly line of U.S. Survey No. 785 Claim 102 with the South line of Section 4, Township 2 North, Range 8 West of the Third Principal Meridian, thence South 68° 22' 35" West, along the Northerly Right-of-way line of the CSX Transportation System Railroad, a distance of 1320.26 feet to the point of beginning of the tract herein described, said point being in the Easterly line of the tract in Book 2551 Page 885; thence continuing South 68° 22' 35" West, along the Northerly Right-of-way line of the CSX Transportation System, a distance of 50.14 feet, to the point of intersection of said line with the Westerly line of the tract in Book 2552 Page 885; thence North 18° 29' 19" West, along the Westerly line of the tract in Book 2551 Page 885, a distance of 300.65 feet, to an Iron Pin marking the point of intersection of said line with the Southerly Right-of-way line of S.A.R. No. 30, (known as South Morrison Avenue); thence North 71° 12' 57" East along the Southerly Right-of-way line of S.A.R. No. 30, and the Northerly line of the tract in Book 2551 Page 885, a distance of 49.96 feet, to an iron pipe marking the Northeasterly corner of the tract in Book 2551 Page 885; thence South 18° 30' 31" East, along the Easterly line of the tract in Book 2551 Page 885, a distance of 298.17 feet to the point of beginning.

Situated in the County of St. Clair and the State of Illinois.

Excepting that portion of the above described tracts lying within the bounds of the following subdivisions:

"FOREST LAKES - PHASE 1 EAGLE PEAK PHASE 1 SUBDIVISION" recorded in the Recorder's Office of St. Clair County, Illinois as Document #A02030543.

"FOREST LAKES - PHASE 1 EAGLE PEAK PHASE 2 SUBDIVISION" recorded in the Recorder's Office of St. Clair County, Illinois as Document #A02056220.

"FOREST LAKES - PHASE 1 FOX RUN PHASE 1 SUBDIVISION" recorded in the Recorder's Office of St. Clair County, Illinois as Document #A02030544.

"FOREST LAKES - PHASE 1 FOX RUN PHASE 2 SUBDIVISION" recorded in the Recorder's Office of St. Clair County, Illinois as Document #A02030545.

Further Excepting that portion of the above described tracts lying within the bounds of any public roadway.

Tract 4:

Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and Commons Area A of "FOREST LAKES - PHASE 1 EAGLE PEAK PHASE 1 SUBDIVISION" recorded in the Recorder's Office of St. Clair County, Illinois as Document #A02030543.

Excepting coal, oil gas and other minerals excepted or reserved in prior conveyances, if any.

Situated in the County of St. Clair and the State of Illinois.

Tract 5:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44 and Commons Area A, B and C of "FOREST LAKES - PHASE 1 EAGLE PEAK PHASE 2 SUBDIVISION" recorded in the Recorder's Office of St. Clair County, Illinois as Document #A02056220.

Excepting that portion of the above described property lying within the bounds of Lot 4 of "LANDHOLT TRACT ASSESSMENT PLAT"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats "54" on page 37.

Excepting coal, oil gas and other minerals excepted or reserved in prior conveyances, if any.

Situated in the County of St. Clair and the State of Illinois.

Tract 6:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97 and Commons Area A of "FOREST LAKES - PHASE 1 FOX RUN PHASE 1 SUBDIVISION" recorded in the Recorder's Office of St. Clair County, Illinois as Document #A02030544.

Excepting coal, oil gas and other minerals excepted or reserved in prior conveyances, if any.

Situated in the County of St. Clair and the State of Illinois.

Tract 7:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59 and Commons Area A, B and C of "FOREST LAKES - PHASE 1 FOX RUN PHASE 2 SUBDIVISION" recorded in the Recorder's Office of St. Clair County, Illinois as Document #A02030545.

Excepting coal, oil gas and other minerals excepted or reserved in prior conveyances, if any.

Situated in the County of St. Clair and the State of Illinois.

EXHIBIT B

(Parcel Numbers and Property Addresses)

Parcel # 03-08-0-116-039 (Tracts 1, 2 and 3) Ponderosa Hills Lane Caseyville, IL 62232 *TL*
Parcel # 03-04-0-403-019 DIV. (Part of Tract 1) Belleville Road, Caseyville, IL 62232 *TL*
Parcel # 03-04-0-400-048 DIV. (Part of Tract 1) Belleville Road, Caseyville, IL 62232 *TL*

FOREST LAKES - PHASE 1 - FOX RUN - PHASE 1

Parcel # 03-09-0-102-001 (Lot 1) 7991 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-102-002 (Lot 2) 7987 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-102-003 (Lot 3) 7983 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-102-004 (Lot 4) 7979 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-102-005 (Lot 5) 7975 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-102-006 (Lot 6) 7971 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-102-007 (Lot 7) 7967 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-102-008 (Lot 8) 7963 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-102-009 (Lot 9) 7959 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-102-010 (Lot 10) 7955 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-102-011 (Lot 11) 7951 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-102-012 (Lot 12) 7947 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-102-013 (Lot 13) 7943 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-102-014 (Lot 14) 7939 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-102-015 (Lot 15) 7935 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-102-016 (Lot 16) 7931 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-102-017 (Lot 17) 7927 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-102-018 (Lot 18) 7923 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-102-019 (Lot 19) 7919 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-102-020 (Lot 20) 7915 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-102-021 (Lot 21) 7911 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-102-022 (Lot 22) 7907 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-102-023 (Lot 23) 7903 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-103-001 (Lot 24) 1018 Otter Lake Lane, Caseyville, IL 62232
Parcel # 03-09-0-103-002 (Lot 25) 1014 Otter Lake Lane, Caseyville, IL 62232
Parcel # 03-09-0-103-003 (Lot 26) 1010 Otter Lake Lane, Caseyville, IL 62232
Parcel # 03-09-0-103-004 (Lot 27) 1006 Otter Lake Lane, Caseyville, IL 62232
Parcel # 03-09-0-103-005 (Lot 28) 1002 Otter Lake Lane, Caseyville, IL 62232
Parcel # 03-09-0-104-028 (Lot 29) 1013 Otter Lake Lane, Caseyville, IL 62232
Parcel # 03-09-0-104-027 (Lot 30) 1017 Otter Lake Lane, Caseyville, IL 62232
Parcel # 03-09-0-104-026 (Lot 31) 1021 Otter Lake Lane, Caseyville, IL 62232
Parcel # 03-09-0-104-025 (Lot 32) 7900 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-104-024 (Lot 33) 7904 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-104-023 (Lot 34) 7908 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-104-022 (Lot 35) 7912 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-104-021 (Lot 36) 7916 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-104-020 (Lot 37) 7920 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-104-019 (Lot 38) 7924 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-104-018 (Lot 39) 7928 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-104-017 (Lot 40) 7932 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-104-016 (Lot 41) 7936 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-104-015 (Lot 42) 7940 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-104-014 (Lot 43) 7944 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-104-013 (Lot 44) 7948 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-104-012 (Lot 45) 7952 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-104-011 (Lot 46) 7956 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-104-010 (Lot 47) 7960 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-104-009 (Lot 48) 7964 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-104-008 (Lot 49) 7968 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-104-007 (Lot 50) 7972 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-104-006 (Lot 51) 7976 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-104-005 (Lot 52) 7980 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-104-004 (Lot 53) 7984 Walker Meadows Drive, Caseyville, IL 62232

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Parcel # 03-09-0-104-003 (Lot 54) 7988 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-104-002 (Lot 55) 7992 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-104-001 (Lot 56) 7996 Walker Meadows Drive, Caseyville, IL 62232
Parcel # 03-09-0-104-030 (Lot 57) 1003 Crows Nest Court, Caseyville, IL 62232
Parcel # 03-09-0-104-031 (Lot 58) 1007 Crows Nest Court, Caseyville, IL 62232
Parcel # 03-09-0-104-032 (Lot 59) 1011 Crows Nest Court, Caseyville, IL 62232
Parcel # 03-09-0-104-033 (Lot 60) 1015 Crows Nest Court, Caseyville, IL 62232
Parcel # 03-09-0-104-034 (Lot 61) 1010 Crows Nest Court, Caseyville, IL 62232
Parcel # 03-09-0-104-035 (Lot 62) 1006 Crows Nest Court, Caseyville, IL 62232
Parcel # 03-09-0-104-036 (Lot 63) 1002 Crows Nest Court, Caseyville, IL 62232
Parcel # 03-09-0-104-037 (Lot 64) 7991 Sonora Ridge, Caseyville, IL 62232
Parcel # 03-09-0-104-038 (Lot 65) 7987 Sonora Ridge, Caseyville, IL 62232
Parcel # 03-09-0-104-039 (Lot 66) 7983 Sonora Ridge, Caseyville, IL 62232
Parcel # 03-09-0-104-040 (Lot 67) 7979 Sonora Ridge, Caseyville, IL 62232
Parcel # 03-09-0-104-041 (Lot 68) 7975 Sonora Ridge, Caseyville, IL 62232
Parcel # 03-09-0-104-042 (Lot 69) 7971 Sonora Ridge, Caseyville, IL 62232
Parcel # 03-09-0-104-043 (Lot 70) 7967 Sonora Ridge, Caseyville, IL 62232
Parcel # 03-09-0-104-044 (Lot 71) 7963 Sonora Ridge, Caseyville, IL 62232
Parcel # 03-09-0-104-045 (Lot 72) 7959 Sonora Ridge, Caseyville, IL 62232
Parcel # 03-09-0-104-046 (Lot 73) 7955 Sonora Ridge, Caseyville, IL 62232
Parcel # 03-09-0-104-047 (Lot 74) 7951 Sonora Ridge, Caseyville, IL 62232
Parcel # 03-09-0-104-048 (Lot 75) 7947 Sonora Ridge, Caseyville, IL 62232
Parcel # 03-09-0-104-049 (Lot 76) 7943 Sonora Ridge, Caseyville, IL 62232
Parcel # 03-09-0-104-050 (Lot 77) 7939 Sonora Ridge, Caseyville, IL 62232
Parcel # 03-09-0-104-051 (Lot 78) 7935 Sonora Ridge, Caseyville, IL 62232
Parcel # 03-09-0-104-052 (Lot 79) 7931 Sonora Ridge, Caseyville, IL 62232
Parcel # 03-09-0-104-053 (Lot 80) 7927 Sonora Ridge, Caseyville, IL 62232
Parcel # 03-09-0-104-054 (Lot 81) 7923 Sonora Ridge, Caseyville, IL 62232
Parcel # 03-09-0-105-018 (Lot 82) 7922 Sonora Ridge, Caseyville, IL 62232
Parcel # 03-09-0-105-017 (Lot 83) 7926 Sonora Ridge, Caseyville, IL 62232
Parcel # 03-09-0-105-016 (Lot 84) 7930 Sonora Ridge, Caseyville, IL 62232
Parcel # 03-09-0-105-015 (Lot 85) 7934 Sonora Ridge, Caseyville, IL 62232
Parcel # 03-09-0-105-014 (Lot 86) 7938 Sonora Ridge, Caseyville, IL 62232
Parcel # 03-09-0-105-013 (Lot 87) 7950 Sonora Ridge, Caseyville, IL 62232
Parcel # 03-09-0-105-012 (Lot 88) 7954 Sonora Ridge, Caseyville, IL 62232
Parcel # 03-09-0-105-011 (Lot 89) 7958 Sonora Ridge, Caseyville, IL 62232
Parcel # 03-09-0-105-010 (Lot 90) 7962 Sonora Ridge, Caseyville, IL 62232
Parcel # 03-09-0-105-009 (Lot 91) 7966 Sonora Ridge, Caseyville, IL 62232
Parcel # 03-09-0-105-008 (Lot 92) 7970 Sonora Ridge, Caseyville, IL 62232
Parcel # 03-09-0-105-007 (Lot 93) 7974 Sonora Ridge, Caseyville, IL 62232
Parcel # 03-09-0-105-006 (Lot 94) 7978 Sonora Ridge, Caseyville, IL 62232
Parcel # 03-09-0-105-005 (Lot 95) 7982 Sonora Ridge, Caseyville, IL 62232
Parcel # 03-09-0-105-004 (Lot 96) 7986 Sonora Ridge, Caseyville, IL 62232
Parcel # 03-09-0-105-003 (Lot 97) 7990 Sonora Ridge, Caseyville, IL 62232
Parcel # 03-09-0-104-029 (Commons Area A) 1009 Otter Lake Lane, Caseyville, IL 62232

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FOREST LAKES - PHASE 1 - FOX RUN - PHASE 2

Parcel # 03-08-0-201-002 (Lot 1) 7991 Matterhorn Canyon Road, Caseyville, IL 62232
Parcel # 03-08-0-201-003 (Lot 2) 7987 Matterhorn Canyon Road, Caseyville, IL 62232
Parcel # 03-08-0-201-004 (Lot 3) 7983 Matterhorn Canyon Road, Caseyville, IL 62232
Parcel # 03-08-0-201-005 (Lot 4) 7979 Matterhorn Canyon Road, Caseyville, IL 62232
Parcel # 03-08-0-201-006 (Lot 5) 7975 Matterhorn Canyon Road, Caseyville, IL 62232
Parcel # 03-08-0-201-007 (Lot 6) 7971 Matterhorn Canyon Road, Caseyville, IL 62232
Parcel # 03-08-0-201-008 (Lot 7) 939 Half Moon Lane, Caseyville, IL 62232
Parcel # 03-08-0-201-009 (Lot 8) 927 Half Moon Lane, Caseyville, IL 62232
Parcel # 03-08-0-201-010 (Lot 9) 905 Half Moon Lane, Caseyville, IL 62232
Parcel # 03-08-0-201-011 (Lot 10) 901 Half Moon Lane, Caseyville, IL 62232
Parcel # 03-08-0-201-012 (Lot 11) 900 Half Moon Lane, Caseyville, IL 62232
Parcel # 03-08-0-201-013 (Lot 12) 904 Half Moon Lane, Caseyville, IL 62232
Parcel # 03-08-0-201-014 (Lot 13) 908 Half Moon Lane, Caseyville, IL 62232
Parcel # 03-08-0-201-015 (Lot 14) 912 Half Moon Lane, Caseyville, IL 62232
Parcel # 03-08-0-201-016 (Lot 15) 916 Half Moon Lane, Caseyville, IL 62232

Parcel # 03-08-0-202-036 (Lot 16) 920 Half Moon Lane, Caseyville, IL 62232
Parcel # 03-08-0-202-035 (Lot 17) 924 Half Moon Lane, Caseyville, IL 62232
Parcel # 03-08-0-202-034 (Lot 18) 928 Half Moon Lane, Caseyville, IL 62232
Parcel # 03-08-0-202-033 (Lot 19) 932 Half Moon Lane, Caseyville, IL 62232
Parcel # 03-08-0-202-032 (Lot 20) 936 Half Moon Lane, Caseyville, IL 62232
Parcel # 03-08-0-202-031 (Lot 21) 940 Half Moon Lane, Caseyville, IL 62232
Parcel # 03-08-0-202-030 (Lot 22) 944 Half Moon Lane, Caseyville, IL 62232
Parcel # 03-08-0-202-029 (Lot 23) 948 Half Moon Lane, Caseyville, IL 62232
Parcel # 03-08-0-202-028 (Lot 24) 952 Half Moon Lane, Caseyville, IL 62232
Parcel # 03-08-0-202-027 (Lot 25) 956 Half Moon Lane, Caseyville, IL 62232
Parcel # 03-08-0-202-026 (Lot 26) 960 Half Moon Lane, Caseyville, IL 62232
Parcel # 03-08-0-202-025 (Lot 27) 964 Half Moon Lane, Caseyville, IL 62232
Parcel # 03-08-0-202-024 (Lot 28) 968 Half Moon Lane, Caseyville, IL 62232
Parcel # 03-08-0-202-023 (Lot 29) 972 Half Moon Lane, Caseyville, IL 62232
Parcel # 03-08-0-202-022 (Lot 30) 976 Half Moon Lane, Caseyville, IL 62232
Parcel # 03-08-0-202-021 (Lot 31) 980 Half Moon Lane, Caseyville, IL 62232
Parcel # 03-08-0-202-020 (Lot 32) 984 Half Moon Lane, Caseyville, IL 62232
Parcel # 03-08-0-202-019 (Lot 33) 988 Half Moon Lane, Caseyville, IL 62232
Parcel # 03-08-0-202-018 (Lot 34) 992 Half Moon Lane, Caseyville, IL 62232
Parcel # 03-08-0-202-017 (Lot 35) 996 Half Moon Lane, Caseyville, IL 62232
Parcel # 03-08-0-202-016 (Lot 36) 995 Half Moon Lane, Caseyville, IL 62232
Parcel # 03-08-0-202-015 (Lot 37) 991 Half Moon Lane, Caseyville, IL 62232
Parcel # 03-08-0-202-014 (Lot 38) 987 Half Moon Lane, Caseyville, IL 62232
Parcel # 03-08-0-202-013 (Lot 39) 983 Half Moon Lane, Caseyville, IL 62232
Parcel # 03-08-0-202-012 (Lot 40) 979 Half Moon Lane, Caseyville, IL 62232
Parcel # 03-08-0-202-011 (Lot 41) 975 Half Moon Lane, Caseyville, IL 62232
Parcel # 03-08-0-202-010 (Lot 42) 971 Half Moon Lane, Caseyville, IL 62232
Parcel # 03-08-0-202-009 (Lot 43) 967 Half Moon Lane, Caseyville, IL 62232
Parcel # 03-08-0-202-008 (Lot 44) 959 Half Moon Lane, Caseyville, IL 62232
Parcel # 03-08-0-202-007 (Lot 45) 955 Half Moon Lane, Caseyville, IL 62232
Parcel # 03-08-0-202-006 (Lot 46) 7978 Matterhorn Canyon Road, Caseyville, IL 62232
Parcel # 03-08-0-202-005 (Lot 47) 7982 Matterhorn Canyon Road, Caseyville, IL 62232
Parcel # 03-08-0-202-004 (Lot 48) 7986 Matterhorn Canyon Road, Caseyville, IL 62232
Parcel # 03-08-0-202-003 (Lot 49) 7990 Matterhorn Canyon Road, Caseyville, IL 62232
Parcel # 03-08-0-202-002 (Lot 50) 7994 Matterhorn Canyon Road, Caseyville, IL 62232
Parcel # 03-08-0-203-001 (Lot 51) 7975 Donner Ridge, Caseyville, IL 62232
Parcel # 03-08-0-203-002 (Lot 52) 7969 Donner Ridge, Caseyville, IL 62232
Parcel # 03-08-0-203-003 (Lot 53) 7965 Donner Ridge, Caseyville, IL 62232
Parcel # 03-08-0-204-006 (Lot 54) 7960 Donner Ridge, Caseyville, IL 62232
Parcel # 03-08-0-204-005 (Lot 55) 7964 Donner Ridge, Caseyville, IL 62232
Parcel # 03-08-0-204-004 (Lot 56) 7968 Donner Ridge, Caseyville, IL 62232
Parcel # 03-08-0-204-003 (Lot 57) 7972 Donner Ridge, Caseyville, IL 62232
Parcel # 03-08-0-204-002 (Lot 58) 7976 Donner Ridge, Caseyville, IL 62232
Parcel # 03-08-0-204-001 (Lot 59) 7980 Donner Ridge, Caseyville, IL 62232
Parcel # 03-08-0-201-001 (Commons Area A) 7995 Matterhorn Canyon Road, Caseyville, IL 62232
Parcel # 03-08-0-202-001 (Commons Area B) 7998 Matterhorn Canyon Road, Caseyville, IL 62232
Parcel # 03-08-0-203-004 (Commons Area C) George E Chance Parkway, Caseyville, IL 62232

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FOREST LAKES - PHASE 1 - EAGLE PEAK - PHASE 1

Parcel # 03-09-0-206-001 (Lot 2) 7974 Boreal Ridge, Caseyville, IL 62232
Parcel # 03-09-0-206-002 (Lot 3) 7970 Boreal Ridge, Caseyville, IL 62232
Parcel # 03-09-0-206-003 (Lot 4) 7966 Boreal Ridge, Caseyville, IL 62232
Parcel # 03-09-0-206-004 (Lot 5) 7962 Boreal Ridge, Caseyville, IL 62232
Parcel # 03-09-0-206-005 (Lot 6) 7958 Boreal Ridge, Caseyville, IL 62232
Parcel # 03-09-0-206-006 (Lot 7) 7954 Boreal Ridge, Caseyville, IL 62232
Parcel # 03-09-0-206-007 (Lot 8) 7950 Boreal Ridge, Caseyville, IL 62232
Parcel # 03-09-0-205-009 (Lot 9) 7942 Boreal Ridge, Caseyville, IL 62232
Parcel # 03-09-0-205-008 (Lot 10) 7941 Boreal Ridge, Caseyville, IL 62232
Parcel # 03-09-0-205-006 (Lot 11) 7949 Boreal Ridge, Caseyville, IL 62232
Parcel # 03-09-0-205-005 (Lot 12) 7961 Boreal Ridge, Caseyville, IL 62232
Parcel # 03-09-0-205-004 (Lot 13) 7965 Boreal Ridge, Caseyville, IL 62232
Parcel # 03-09-0-205-003 (Lot 14) 7969 Boreal Ridge, Caseyville, IL 62232

Parcel # 03-09-0-205-002 (Lot 15) 7973 Boreal Ridge, Caseyville, IL 62232
Parcel # 03-09-0-205-001 (Lot 16) 1192 Horsetail Woods Court, Caseyville, IL 62232
Parcel # 03-04-0-401-001 (Lot 17) 1188 Horsetail Woods Court, Caseyville, IL 62232
Parcel # 03-04-0-401-002 (Lot 18) 1193 Horsetail Woods Court, Caseyville, IL 62232
Parcel # 03-04-0-401-003 (Lot 19) 1197 Horsetail Woods Court, Caseyville, IL 62232
Parcel # 03-09-0-205-007 (Commons Area A) 7946 Boreal Ridge, Caseyville, IL 62232

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FOREST LAKES - PHASE 1 - EAGLE PEAK - PHASE 2

Parcel # 03-04-0-403-018 (Lot 1) 8002 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-403-017 (Lot 2) 8006 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-403-016 (Lot 3) 8010 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-403-015 (Lot 4) 8014 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-403-014 DIV. (Lot 5) 8018 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-403-013 DIV. (Lot 6) 8022 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-403-012 DIV. (Lot 7) 8026 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-403-011 (Lot 8) 8030 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-403-010 (Lot 9) 8034 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-403-009 (Lot 10) 8038 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-403-008 (Lot 11) 8042 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-403-007 (Lot 12) 1206 Knee Ridge, Caseyville, IL 62232
Parcel # 03-04-0-403-006 (Lot 13) 1205 Knee Ridge, Caseyville, IL 62232
Parcel # 03-04-0-403-005 (Lot 14) 8046 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-403-004 (Lot 15) 8050 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-403-003 (Lot 16) 8054 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-403-002 (Lot 17) 8058 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-404-001 (Lot 18) 8066 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-404-002 (Lot 19) 8072 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-404-003 (Lot 20) 8074 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-404-004 (Lot 21) 8078 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-404-005 (Lot 22) 8082 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-404-006 (Lot 23) 8086 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-404-007 (Lot 24) 8090 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-405-009 (Lot 25) 8098 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-405-006 (Lot 26) 8095 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-405-005 (Lot 27) 8083 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-405-004 (Lot 28) 8079 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-405-003 (Lot 29) 8075 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-405-002 (Lot 30) 8071 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-405-001 (Lot 31) 8061 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-405-007 (Lot 32) 8053 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-405-011 (Lot 33) 8049 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-405-012 (Lot 34) 8041 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-405-013 (Lot 35) 8033 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-405-014 (Lot 36) 8029 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-405-015 (Lot 37) 8025 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-405-016 (Lot 38) 8021 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-405-017 (Lot 39) 8017 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-405-018 (Lot 40) 8013 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-405-010 (Lot 41) 8007 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-404-009 (Lot 42) 8094 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-404-010 (Lot 43) 1194 Highland Hill Court, Caseyville, IL 62232
Parcel # 03-04-0-404-011 (Lot 44) 8003 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-405-008 (Commons Area A) 8099 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-404-008 (Commons Area B) 8092 Blackwood Ridge, Caseyville, IL 62232
Parcel # 03-04-0-403-001 (Commons Area C) 8062 Blackwood Ridge, Caseyville, IL 62232

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BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

In the Matter of:)	
)	
CASEYVILLE SPORT CHOICE, LLC,)	
an Illinois Limited Liability Company)	
)	
Complainant,)	
v.)	PCB 2008-030
ERMA I. SEIBER, Administratrix of the)	
Estate of James A. Seiber, Deceased,)	
and ERMA I. SEIBER, in Her Individual)	
Capacity and FAIRMOUNT PARK, INC.,)	
a Delaware Corporation,)	
)	
Respondents.)	

CERTIFICATE OF SERVICE

I, the undersigned, on March 4, 2011, caused the foregoing Motion for Reconsideration and in the Alternative Motion for Interlocutory Appeal to be electronically filed with the Office of the Clerk, and caused a true and correct copy of said documents to be served upon:

David J. Gerber
Attorney at Law
241 North Main Street
Edwardsville, IL 62025
Attorney for Caseyville Sport Choice

Donald W. Urban
Sprague and Urban
26 E. Washington Street
Belleville, IL 62220
Attorneys for Erma I. Seiber

Daniel Nester
Bryan Cave LLP
211 North Broadway, Suite 3600
St. Louis, MO 63102
*Attorney for E.R. 1, LLC, As Assignee of
Caseyville Sport Choice, LLC*

By depositing the same with the Fairview Heights, Illinois branch of the United States Postal Service with first class postage in place.

By: /s/ Penni S. Livingston
Penni S. Livingston, #06196480
Livingston Law Firm
5701 Perrin Road
Fairview Heights, IL 62208
(618) 628-7700