

July 17, 2012

To: Illinois Pollution Control Board  
James R. Thompson Center  
100 W. Randolph Street  
Chicago, IL 60601

**RECEIVED**  
CLERK'S OFFICE

JUL 27 2012

**STATE OF ILLINOIS**  
**Pollution Control Board**

Cc: Illinois Environmental Protection Agency  
1021 North Grand Avenue East  
P. O. Box 19276  
Springfield, IL 61794-9276

RE: IEPA No 137-12-AC

To Whom It May Concern:

Leota Humm one of the respondents in the administrative citation entered into a Sale Contract with BSIC, INC date January 21, 2005. BSIC, INC is known as Bishop's Truck Service, Inc. the other respondent in the administrative citation listed above. In the sales contract between Leota Humm, know as the seller and BSIC, Inc. known as the buyer, the buyer agrees to indemnify and hold the seller, her deceased husband and his estate harmless from all claims, suits, and damages, and any violation of any law, regulation, statute or ordinance that pertains or relates to the Real Estate, regardless of when the violation occurred. A copy of the front page of the contract, page 8 through page 9 is provided along with this letter. The sales contract was drawn up by Attorney Thomas J. Wolf, 400 Tower Square, Marion, Illinois 62959 and filed in the Saline County Courthouse, Harrisburg, IL 62946.

Upon investigation of the attached information I believe that you should find me harmless and not liable for any fees, fines or penalties.

Sincerely Yours,

*Leota Humm*

COPY

SALES CONTRACT

THIS SALES CONTRACT ("Contract") made and entered into this 21<sup>st</sup> day of January, 2005, by and between LEOTA HUMM of 315 East Gaskins St., Harrisburg, Illinois 62946, hereinafter called the "Seller"; and BSIC, INC., an Illinois Corporation of 501 South Cherry Street, Harrisburg, Illinois 62946, hereinafter called the "Buyer".

WHEREAS, Seller desires to sell the Assets (hereinafter defined) to Buyer, and Buyer desires to purchase the Assets from Seller, which comprise substantially all of the assets of Humm Salvage & Wrecker Service, a sole proprietorship (collectively, the "Business").

THEREFORE, in consideration of the agreements hereinafter contained, the sufficiency and adequacy of said consideration being acknowledged by the parties hereto, it is agreed:

1. DESCRIPTION. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms herein specified, the following described assets, to wit:

(a) PERSONAL PROPERTY. All parts, tools, equipment and personal property (collectively, the "Personal Property") situated on the Real Estate (as herein defined), ownership to all vehicles and trailers situated on the Real Estate and endorsed over titles thereof (to the extent Seller has possession of the vehicle titles), exclusive of the following items:

Buyer agrees to pay all insurance premiums as they come due and to maintain the aforesaid coverages until Buyer pays all amounts due Seller hereunder.

(b) If Buyer fails to pay the real estate taxes or insurance premiums or any other item which Buyer is obligated to pay hereunder, Seller may elect to pay such items and any amount so paid shall become an addition to the purchase price immediately due and payable to Seller, with interest at five percent (5%) per annum until paid.

(c) Buyer agrees to indemnify and hold Seller, her deceased husband and his estate harmless from all claims, suits and damages from (i) all persons or property that pertain or relate to the Real Estate and (ii) any violation of any law, regulation, statute or ordinance that pertains or relates to the Real Estate, regardless of when the violation occurred, along with Seller's reasonable attorney fees and costs in regard to the foregoing.

10. BUYER'S REPRESENTATION.

(a) Buyer acknowledges that they or their agent has inspected the Real Estate and Personal Property therein and is satisfied with their condition. Seller specifically makes no express warranties and disclaims any implied warranties as to the state of repair of the Assets. The Assets are being purchased and accepted in their AS IS condition with all of their faults.

(b) Buyer acknowledges that it is fully aware of prior suits filed by the City of Harrisburg concerning the Assets, being Case Nos. 85-CH-34 and 97-CH-13, First Judicial Circuit, Saline County, Illinois, along with the orders entered therein, and an Agreement With Respect To Salvage License between the City and Seller and separate Amendment To Lease Agreement effective May 1, 2001 (copies attached hereto collectively as Exhibit A). Buyer acknowledges that it is aware that Seller is not in full compliance with the foregoing orders and agreements.

(c) Buyer acknowledges that Seller or her agent has not made any verbal or written representations concerning the subject matter of this Contract, except as specified in this Contract.

11. LIENS. Buyer shall not suffer or permit any mechanic's, lien or other lien to attach or to be filed against the Real Estate.

Every contract for repairs and improvements of the Real Estate, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim or right of lien against the Real Estate and shall prohibit the filing of a claim or lien. Further, no contract or agreement, oral or written, shall be made by Buyer for repairs or improvements upon the Real Estate, unless it shall contain such express waiver or release of lien upon the part of the party contracting, and a signed copy of every such contract and of the plans and specifications for such

Seller for all expenses in repairing the same. Buyer shall not make any structural alterations to the main building along Sloan Street without Seller's written consent, which she shall not unreasonably withhold.

18. ASSIGNMENT; BUYER RESPONSIBILITY.

(a) Buyer shall not transfer or assign this Contract or any interest therein, without the previous written consent of Seller, and any such assignment or transfer, without such previous written consent, shall not vest in the transferee or assignee any right, title or interest herein or hereunder or in the premises, but shall render this Contract null and void, at the election of Seller; and Buyer shall not lease the Real Estate, or any part thereof, for any purpose, without Seller's written consent, which it shall not unreasonably withhold.

(b) Upon any approved assignment of this Contract, the Buyer shall still be liable under this Contract.

IN WITNESS WHEREOF, the parties hereto have set their hand in duplicate, the date first above written.

SELLER:

Leota Humm  
LEOTA HUMM

BUYER: BSIC, INC.

BY: Perry L. Bishop  
President  
Print Name Perry Bishop

ATTEST:

Perry L. Bishop  
Secretary  
Print Name Perry L. Bishop