



Utah Division of Solid and Hazardous Waste Solid Waste Management Program

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P.O. Box 144880
Salt Lake City, Utah 84114-4880

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288 North 1160 West
Salt Lake City, Utah 84116

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APPLICATION FOR A PERMIT TO OPERATE A WASTE TIRE STORAGE FACILITY

Please read the instructions that are found in the document, INSTRUCTIONS FOR APPLICATION FOR A PERMIT TO OPERATE A WASTE TIRE STORAGE FACILITY. This application form shall be used for all waste tire storage facility permits, modifications, and changes in ownership. Part I, GENERAL INFORMATION, must accompany a permit application. Part II, APPLICATION CHECKLIST, is provided to assist applicants and, if included with the application, will assist review. **Please note** the version date of this form found on the lower right of this page; if you have received this form more than six months after this date it is recommended you contact our office at (801) 538-6170 or check the forms found on the Division web page at: <http://www.hazardouswaste.utah.gov/sws.htm> to determine if this form is still current. An application form obtained from the Solid Waste Section web page is the most current version. When completed, please return this form and support documents, forms, drawings, and maps to:

Dennis R. Downs, Director
Division of Solid and Hazardous Waste
Utah Department of Environmental Quality
PO Box 144880
Salt Lake City, Utah 84114-4880

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**UTAH DIVISION OF
SOLID & HAZARDOUS WASTE**

Utah Waste Tire Storage Facility Permit Application Form

Part I General Information APPLICANT: PLEASE COMPLETE ALL SECTIONS.					
I. Application Type		<input checked="" type="checkbox"/> New Application		<input type="checkbox"/> Renewal Application	
		<input type="checkbox"/> Modification		<input type="checkbox"/> Change of Ownership	
For Renewal Applications, Facility Expansion Applications and Modifications Enter Current Permit Number _____					
II. Facility Name and Location					
Legal Name of Facility Miller Motorsports Park, Utah, LLC					
Site Address (street or directions to site) 2901 North Sheep Lane				County Tooele	
City Tooele		State UT	Zip Code 84074	Telephone 801-563-4250	
Township	Range	Section(s)		Quarter/Quarter Section	Quarter Section
Main Gate Latitude degrees minutes seconds			Longitude degrees minutes seconds		
III. Facility Owner(s) Information					
Legal Name of Facility Owner Miller Motorsports Park, Utah, LLC					
Address (mailing) 2901 North Sheep Lane					
City Tooele		State UT	Zip Code 84074	Telephone	
IV. Facility Operator(s) Information					
Legal Name of Facility Operator Miller Motorsports Park, Utah, LLC					
Address (mailing) 9350 South 150 East, Suite 1000					
City Sandy		State UT	Zip Code 84070	Telephone 801-563-4250	
V. Property Owner(s) Information					
Legal Name of Property Owner Grantsville Soil Conservation					
Address (mailing) 358 E Church Road					
City Erda		State UT	Zip Code 84074	Telephone 435-882-0765	
VI. Contact Information					
Owner Contact Erik Spielvogel			Title Director of Operations		
Address (mailing) 9350 South 150 East, Suite 1000					
City Sandy		State UT	Zip Code 84070	Telephone 801-563-4250	
Email Address es@millermotorsportspark.com			Alternative Telephone (cell or other) 801-673-3098		
Operator Contact			Title		
Address (mailing)					
City		State	Zip Code	Telephone	
Email Address			Alternative Telephone (cell or other)		
Property Owner Contact			Title		
Address (mailing)					
City		State	Zip Code	Telephone	
Email Address			Alternative Telephone (cell or other)		

Utah Waste Tire Storage Facility Permit Application Form

Part I General Information (Continued)	
VII. Material Types Stored (check all that apply) <input checked="" type="checkbox"/> Whole Tires <input type="checkbox"/> Tire Derived Material <input type="checkbox"/> Crumb <input type="checkbox"/> Other _____	VIII. Facility Area Facility Area <u>500+</u> acres Storage Area <u>>1</u> acre Capacity <u>~50,000</u> Passenger Tire Equivalents ~ 350 TONS
IX. Fee and Application Documents <i>REFER TO ATTACHED DRAWING</i>	
Indicate Documents Attached To This Application <input checked="" type="checkbox"/> Facility Map or Maps <input checked="" type="checkbox"/> Facility Legal Description <input checked="" type="checkbox"/> Plan of Operation <input type="checkbox"/> Financial Assurance Application Fee: Amount \$ <u>750.-</u>	
I HEREBY CERTIFY THAT THIS INFORMATION AND ALL ATTACHED PAGES ARE CORRECT AND COMPLETE.	
Signature of Authorized Owner Representative <i>* Lawrence H. Miller</i> _____ Name typed or printed <u>Lawrence H. Miller</u>	Title _____ Date _____ Address _____
Signature of Authorized Land Owner Representative (if applicable) _____ Name typed or printed	Title _____ Date _____ Address _____
Signature of Authorized Operator Representative (if applicable) _____ Name typed or printed	Title _____ Date _____ Address _____

Utah Waste Tire Storage Facility Permit Application Checklist

Important Note: The following checklist is for the permit application and addresses only the requirements of the Division of Solid and Hazardous Waste. Other federal, state, or local agencies may have requirements that the facility must meet. The applicant is responsible to be informed of, and meet, any applicable requirements. Examples of these requirements may include obtaining a conditional use permit, a business license, or a storm water permit. The applicant is reminded that obtaining a permit under the *Solid Waste Permitting and Management Rules* does not exempt the facility from these other requirements.

An application for a permit to construct and operate a waste tire storage site is the documentation that the facility will be located, designed, constructed, and operated to meet the requirements of Rules R315-314 and R315-320 of the *Utah Solid Waste Permitting and Management Rules*, the *Utah Solid and Hazardous Waste Act* (UCA 19-6-101 through 123), and the *Waste Tire Recycling Act* (UCA 19-6-801 through 824). The application must also meet the requirements of R315-310. The application should be written to be understandable by regulatory agencies, site operators, and the general public. The application should also be written so that the site operator, after reading it, will be able to operate according to the requirements with a minimum of additional training.

Copies of the *Solid Waste Permitting and Management Rules*, the *Utah Solid and Hazardous Waste Act*, and the *Waste Tire Recycling Act*, along with many other useful guidance documents can be obtained by contacting the Division of Solid and Hazardous Waste at 801-538-6170. Most of these documents are available on the Division's web page at www.hazardouswaste.utah.gov. Guidance documents can be found at the solid waste section portion of the web page.

(Note: When the application is determined to be complete, submittal of two or more copies, along with an electronic copy, of the complete application will be required to provide public copies at all public viewing areas.)

Part II Application Checklist

I. Facility General Information	
Description of Item	Location In Document
Completed Part I General information	✓
General description of the facility (R315-310-3(1)(b))	✓
Legal description of property (R315-310-3(1)(c))	✓
Proof of ownership, lease agreement, or other mechanism (R315-310-3(1)(c))	✓
Area served by the facility (R315-310-3(1)(d))	✓
Anticipated daily and yearly volume (R315-310-3(1)(d))	✓
Intended schedule of construction (R315-302-2(2)(a))	✓
Plan of Operations (R315-310-3(1)(e) and R315-302-2(2))	
Description of on-site waste handling procedures and an example of the form that will be used to record the weights and number of waste tires received and shipped from site (R315-302-2(2)(b) And R315-310-3(l))	✓
Schedule for conducting inspections and monitoring, and examples of the forms that will be used to record the results of the inspections and monitoring (R315-302-2(2)(c), R315-302-2(5)(a), and R315-310-3(3)(g))	✓
Contingency plans in the event of a fire or explosion (R315-302-2(2)(d) and R315-314-3(3)(i))	✓
Description of maintenance of installed equipment (R315-302-2(2)(h))	✓

Utah Waste Tire Storage Facility Permit Application Checklist

I. Facility General Information	
Description of Item	Location In Document
Procedures for controlling disease vectors (R315-302-2(2)(j) and R315-314-3(3)(a)(v) and (h))	✓
A general training and safety plan for site operations (R315-302-2(2)(n))	n/a
Provide documentation of approval from the local fire department and local government and provide documentation of compliance with local environmental and zoning requirements (R315-314-3(3)(j))	✓
A plan to control fugitive dust generated from roads, construction, and general operations (R315-302-2(g))	✓
Any other site specific information pertaining to the plan of operation required by the Executive Secretary (R315-302-2(2)(o))	✓
// Facility Technical Information	
Maps	
A plot plan showing the boundaries of the waste tire storage facility; location of roads and fences; location, arrangement, and size of tire piles; width of the fire lanes; type and location of fire control equipment; and the location of any on-site buildings (R315-314-3(3)(a)(iii))	✓
CLOSURE PLAN (R315-310-3(1)(h))	
Closure schedule (R315-310-4(2)(d)(i))	✓
Final inspection by regulatory agencies (R315-310-4(2)(d)(iii))	✓
FINANCIAL ASSURANCE (R315-310-3(1)(j))	
Identification of closure costs (R315-314-3(3)(k))	✓
Identification of the financial assurance mechanism that meets the requirements of Rule R315-314-3(k)(ii) and the date that the mechanism will become effective (R315-309-1(1))	✓

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**Miller Motorsports Park
Waste Tire Storage Facility Permit Checklist
1-20-06**

Requirement:

General description of the facility

R315-310-3. General Contents of a Permit Application for a New Facility or a Facility Seeking Expansion.

(1) Each permit application shall contain the following:

(b) a general description of the facility accompanied by facility plans and drawings and, except for Class IIb, IVb, and Class VI Landfills and waste tire storage facilities, unless required by the Executive Secretary, the facility plans and drawings shall be signed and sealed by a professional engineer registered in the State of Utah;

Solution:

Refer to attached civil site drawing

Requirement:

Legal description of property

R315-310-3. General Contents of a Permit Application for a New Facility or a Facility Seeking Expansion.

(1) Each permit application shall contain the following:

(c) a legal description and proof of ownership, lease agreement, or other mechanism approved by the Executive Secretary of the proposed site, latitude and longitude map coordinates of the facility's front gate, and maps of the proposed facility site including land use and zoning of the surrounding area;

Solution:

Refer to attached legal description

Requirement:

Proof of ownership, lease agreement or other mechanism

R315-310-3. General Contents of a Permit Application for a New Facility or a Facility Seeking Expansion.

(1) Each permit application shall contain the following:

(c) a legal description and proof of ownership, lease agreement, or other mechanism approved by the Executive Secretary of the proposed site, latitude and longitude map coordinates of the facility's front gate, and maps of the proposed facility site including land use and zoning of the surrounding area;

Solution:

Refer to attached Lease Agreement

Requirement:

Area served by the facility

R315-310-3. General Contents of a Permit Application for a New Facility or a Facility Seeking Expansion.

(1) Each permit application shall contain the following:

(d) the types of waste to be handled at the facility and area served by the facility;

Solution:

Refer to attached document "Tire Usage at Miller Motorsports Park".

Requirement:

Anticipated daily and yearly volume

R315-310-3. General Contents of a Permit Application for a New Facility or a Facility Seeking Expansion.

(1) Each permit application shall contain the following:

(d) the types of waste to be handled at the facility and area served by the facility;

Solution:

Refer to attached document "Tire Usage at Miller Motorsports Park".

Requirement:

Intended schedule of construction

R315-302-2. General Facility Requirements.

(2) Plan of Operation. Each owner or operator shall develop, keep on file, and abide by a plan of operation approved by the Executive Secretary. The plan shall describe the facility's operation and shall convey to site operating personnel the concept of operation intended by the designer. The plan of operation shall be available for inspection at the request of the Executive Secretary or his authorized representative. The facility must be operated in accordance with the plan or the plan must be so modified with the approval of the Executive Secretary, to allow the facility to operate in accordance with an approved plan. Each plan of operation shall include:

(a) an intended schedule of construction. Facility plan approvals will be reviewed by the Executive Secretary no later than 18 months after the permit is issued and periodically thereafter, to determine if the schedule of construction is reasonably being followed. Failure to comply with the schedule of construction may result in revocation of the plan approval;

Solution:

Construction of the racing surface (including infield safety systems in place) shall be finished approximately 4-1-06.

Requirement:

Description of on-site waste handling procedures and an example of the form that will be used to record the weights and number of waste tires received and shipped from site

R315-302-2. General Facility Requirements.

(2) Plan of Operation. Each owner or operator shall develop, keep on file, and abide by a plan of operation approved by the Executive Secretary. The plan shall describe the facility's operation and shall convey to site operating personnel the concept of operation intended by the designer. The plan of operation shall be available for inspection at the request of the Executive Secretary or his authorized representative. The facility must be operated in accordance with the plan or the plan must be so modified with the approval of the Executive Secretary, to allow the facility to operate in accordance with an approved plan. Each plan of operation shall include:

(b) a description of on-site solid waste handling procedures during the active life of the facility

R315-310-3. General Contents of a Permit Application for a New Facility or a Facility Seeking Expansion.

Solution:

There will be no on-site waste created as a result of our tire usage.

Requirement:

Schedule for conducting inspections and monitoring and examples of the forms that will be used to record the results of the inspections and monitoring.

Description of maintenance of installed equipment.

R315-302-2. General Facility Requirements.

(c) a schedule for conducting inspections and monitoring for the facility;

(5) Inspections.

(a) The owner or operator shall inspect the facility to prevent malfunctions and deterioration, operator errors, and discharges which may cause or lead to the release of wastes to the environment or to a threat to human health. The owner or operator must conduct these inspections with sufficient frequency, no less than quarterly, to identify problems in time to correct them before they harm human health or the environment. The owner or operator shall keep an inspection log or summary including at least the date and time of inspection, the printed name and handwritten signature of the inspector, a notation of observations made, and the date and nature of any repairs or corrective action. The log or summary must be kept at the facility or other convenient location if permanent office facilities are not on-site, for at least three years from the date of inspection. Inspection records shall be available to the Executive Secretary or his authorized representative upon request.

Solution:

We expect no discharges of any kind with our intended use. We will however, inspect the integrity of the fastening methods on each and every tire wall. Our tire walls will be very static in nature, but the State is welcome at anytime, provided there is no track activity to inspect any tire wall on the site.

Requirement:

Contingency plans in the event of a fire or explosion.

R315-302-2. General Facility Requirements.

(2) Plan of Operation. Each owner or operator shall develop, keep on file, and abide by a plan of operation approved by the Executive Secretary. The plan shall describe the facility's operation and shall convey to site operating personnel the concept of operation intended by the designer. The plan of operation shall be available for inspection at the request of the Executive Secretary or his authorized representative. The facility must be operated in accordance with the plan or the plan must be so modified with the approval of the Executive Secretary, to allow the facility to operate in accordance with an approved plan. Each plan of operation shall include:

(d) contingency plans in the event of a fire or explosion;

Solution:

Refer to attached document "Tire Usage at Miller Motorsports Park".

Requirement:

Procedures for controlling disease vectors.

R315-302-2. General Facility Requirements.

(2) Plan of Operation. Each owner or operator shall develop, keep on file, and abide by a plan of operation approved by the Executive Secretary. The plan shall describe the facility's operation and shall convey to site operating personnel the concept of operation intended by the designer. The plan of operation shall be available for inspection at the request of the Executive Secretary or his authorized representative. The facility must be operated in accordance with the plan or the plan must be so modified with the approval of the Executive Secretary, to allow the facility to operate in accordance with an approved plan. Each plan of operation shall include:

(k) procedures for controlling disease vectors;

Solution:

Refer to attached document "Tire Usage at Miller Motorsports Park".

Requirement:

Provide documentation of approval from the local fire department and local government and provide documentation of compliance with the local environmental and zoning requirement.

Solution:

Tooele County (including Fire) is very aware of the use of the land and thru the permitting process as been made aware of all the safety systems employed on the project.

Requirement:

A plan to control fugitive dust generated from roads, construction and general operations.

Solution:

All tire walls when and if they need to be accessed or serviced will have roads constructed of road base material leading to them.

Requirement:

A plot plan showing the boundaries of the waste tire storage facility; location of roads and fences; location, arrangement and size of tire piles; width of the fire lanes; type and location of fire control equipment; and the location of any on-site buildings.

Solution:

A financial mechanism (bond) shall be in place to ensure proper closure procedures are followed.

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LEASE DESCRIPTION

Beginning at the West Quarter Corner of Section 2, Township 3 South, Range 5 West, Salt Lake Base and Meridian and running thence North 00°13'41" West 68.11 feet along the section line; thence North 89°38'52" East 2954.78 feet to the Southwesterly boundary line of the abandoned Warner branch of the Union Pacific Railroad; thence South 82°41'13" East 141.54 feet to the Northeasterly boundary line of said abandoned railroad; thence East 2197.88 feet to a point on a fence marking the Westerly right-of-way line of Sheep Lane; thence along said fence the following (6) courses: South 00°39'29" East 944.60 feet to a point on a 2800.00 foot radius tangent curve to the left, (radius bears North 89°20'31" East), and along the arc of said curve 1152.02 feet through a central angle of 23°34'25", and South 24°13'54" East 521.97 feet to a point on a 2950.00 foot radius tangent curve to the right, (radius bears South 65°46'06" West), and along the arc of said curve 970.64 feet through a central angle of 18°51'07", and South 05°22'47" East 201.46 feet, and South 00°21'13" East 319.19 feet; thence, leaving said fence, South 89°37'58" West 2887.40 feet; thence North 00°26'49" West 60.00 feet; thence South 89°37'58" West 150.00 feet to the Southeast corner of Lot 2, Deseret Peak Planned Unit Development being a vacation and re-subdivision of Deseret Peak Subdivision Phase 4; thence North 00°26'49" West 950.00 feet along the East line of said lot; thence South 89°37'58" West 1146.32 feet along the North line of said lot; thence South 00°26'49" East 1010.00 feet along the West line of said lot and said West line extended; thence South 89°37'58" West 1023.73 feet to the Northeasterly right-of-way line of State Route 112; thence North 59°19'09" West 949.93 feet along said right-of-way to the section line; thence North 00°12'50" East 830.74 feet along said section line to the Southwest corner of said Section 2; thence North 00°14'11" West 990.36 feet along the section line; thence North 89°38'13" East 669.32 feet; thence North 00°17'19" West 330.18 feet; thence South 89°38'30" West 669.02 feet to the section line; thence North 00°14'11" West 1320.60 feet along the section line to the point of beginning. Property contains 479.863 acres.

Also and together with the following described tract of land:

All of Lot 2 and Parcel "A", Deseret Peak Planned Unit Development more particularly described as follows:

Beginning at the Northwest corner of said Lot 2 and running thence North 89°37'58" East 1146.32 feet; thence South 00°26'49" East 950.00 feet; thence North 89°37'58" East 150.00 feet; thence South 00°26'49" East 60.00 feet; thence South 89°37'58" West 1296.32 feet; thence North 00°26'49" West 1010.00 feet to the point of beginning. Property contains 26.786 acres.

Total 506.649 acres.

LEASE AGREEMENT

Tooele County – Miller Motorsports Park, Utah, L.L.C.

THIS LEASE AGREEMENT (“Agreement”) is made this ____ day of January 2005, between Tooele County, 47 South Main, Tooele, Utah 84074 (hereinafter “County”), and Miller Motorsports Park, Utah, L.L.C., a Utah limited liability company, 9350 South 150 East, Suite 1000, Sandy, Utah 84070 (hereinafter “MMPU”). The parties hereby agree to enter into this long-term ground lease for approximately three hundred seventy (370) acres of undeveloped and agricultural land immediately adjacent to the Deseret Peak Complex, as described in Exhibit “A” attached hereto and by reference made a part hereof (the “Land”). The Land will be leased to MMPU for the purpose of constructing and operating a motorsports facility and for other related land uses (the “Facility”) as further set forth herein and which Facility will be referred to as “Miller Motorsports Park at Deseret Peak”. For good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Parties. MMPU is a Utah limited liability company whose operating manager is Lawrence H. Miller. The other party to this Agreement is Tooele County, Utah whose governing officials are the three (3) elected members of the Board of County Commissioners.
2. Facility. MMPU intends to construct a first-class motorsports facility on the Land, including but not limited to the following elements: approximately four (4) miles of track surface, fencing around the perimeter of the property, gates, timing tower, clubhouse, storage and garage facilities, ticket booths, spectator berms, grandstands, bridges, parking lots, public address systems, restroom facilities and other related facilities. Additional grandstands, portable toilets, tents, concession stands and other facilities necessary to accommodate large crowds, may be rented for major events. MMPU shall retain the services of a motorsports consulting firm to assist in the design of the Facility and ensure compliance with all major race sanctioning organizations. Preliminary plans of the Facility are attached hereto as Exhibit “B” for reference.
3. Cooperation. The County and MMPU shall cooperate in the use of existing parking lots, arenas, pavilions, roadways and other facilities at the Deseret Peak Complex in supporting events and track rentals at the Facility.
4. Project, Facility and Event Management. Upon execution of this Agreement, MMPU will undertake all project development and management functions (from initial planning to project completion), and all day-to-day operations of the Facility. This includes, but is not limited to, event planning and management, facility rental, marketing and advertising of the Facility and special events, administration in accordance with adopted policies and guidelines, cash and capital management, hiring and terminating full-time and part-time employees of the Facility, retaining accountants and other professional consultants plus Facility operation, security and maintenance.

5. Term of Lease. The term of this Agreement ("Term") shall commence on the first day of the month in which MMPU obtains a Certificate of Occupancy for the Facility and shall continue for a period of ten (10) years thereafter. At the end of the initial Term (and any successive five (5) year renewal term as set forth hereinafter), unless MMPU gives written notice to the County at least one hundred eighty (180) days prior to the end of the then current term of MMPU's election to terminate this Agreement, this Agreement shall automatically renew, for the benefit of MMPU (or its assigns or successors), for additional terms of five (5) years each, upon the same terms and conditions as are set forth in this Agreement, for so long as the County's ninety-nine (99) year underlying lease continues in existence; provided, if the County's ninety-nine (99) year underlying lease expires prior to the end of a then existing five (5) year renewal term hereunder, then this Agreement shall expire at the same time as the County's said underlying lease expires. Upon the commencement of each five (5) year renewal term, the base lease rate set forth in paragraph 6 below (currently Sixty Thousand Dollars (\$60,000) per year) will be increased by the percentage which the Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, All Items, published by the U.S. Department of Labor Statistics, has increased between the commencement date of this Agreement or the first day of the most recent renewal term (as the case may be) and the first day of the then current renewal term; provided that such increase shall be no more than two and one-half percent (2 1/2%) in any one year, and shall be no more than ten percent (10%) cumulatively in any five (5) year renewal term. The County warrants it will not take or omit to take any action which would jeopardize the continued existence of such underlying lease. At the end of the Term or extension thereof, all right, title and interest in the Facility and improvements upon the Land shall revert to the County. MMPU, its assigns or successors, agree to execute all necessary documents of transfer to convey title to the County.

6. Amount of Lease. The initial base lease rate (subject to increase as set forth in paragraph 5 above) shall be Sixty Thousand Dollars (\$60,000) per year or five percent (5%) of the total annual Defined Gross Revenues of the Facility, whichever is greater. "Defined Gross Revenues" means all income and revenue from the following sources: event tickets, concession revenue, catering revenue, facility rental and user fees, all net of any applicable taxes. However, revenues from all other sources, including but not limited to race sponsorship fees, name rights fees and annual and monthly membership fees shall not constitute Defined Gross Revenues hereunder. On or before December 31 of each year, MMPU shall pay the then current minimum base lease rent in advance for the upcoming year, which shall be credited against the percentage amount due on or before December 31 of such upcoming year (except the first year hereunder, the prorated portion of such rent shall be due in advance within ten (10) days after the racetrack opens for business). On or before January 30 of each year, MMPU shall pay any percentage rent owed hereunder (if any) for the preceding calendar year, being the excess (if any) of five percent (5%) of the Gross Revenue for such preceding calendar year over the then current minimum base lease rent. The County shall have the right to review and/or audit the books and records of the Facility and MMPU to verify all such lease amounts. Such review or audit shall be at the County's expense.

7. Confidentiality. Financial and operational information furnished to the County in conjunction with this Agreement, including financial statements, agreements between MMPU and other parties, or other proprietary, non-public oral or written data, reports, lists or materials

shall be treated as "confidential information" and no portion of it shall be considered public information or released to the public by the County, without the express written consent of MMPU. This Agreement, however, shall be considered public information. The parties acknowledge the County is subject to the Government Records Access Management Act, whereby most documents in the County's possession are public documents and must be disclosed.

8. Warranties of the County. The County warrants that it has a ninety-nine (99) year lease for approximately four hundred (400) acres of ground north of the Deseret Peak Complex, from the Grantsville Soil Conservation District (a division of the State of Utah), a copy of which is attached hereto as Exhibit "C" for reference. The County warrants that it has the authority to subdivide and sub-lease a portion of such property for the purposes of this Agreement, and that it will cause a legal subdivision of approximately three hundred seventy (370) acres of said leased land within one hundred twenty (120) days of the date of this Agreement. The County shall furnish to MMPU a plat map of the subdivided parcel, legal description, and a survey including all easements upon or adjoining the property, markers, elevations and topography. The County shall provide water (domestic and irrigation), sanitary sewer, storm sewer, electricity, natural gas and telephone access, including any necessary easements and in required capacities, at least to the property line of the Deseret Peak Recreation Complex, at the County's expense. All utility costs thereafter shall be the responsibility of MMPU. The County warrants it will provide MMPU with access to such utilities in such location(s) as the parties may mutually agree, and that it will provide easements in favor of MMPU to allow MMPU the right to extend such utilities to the north entrance to the Facility on Sheep Lane Road or to such other location(s) as the parties may mutually agree. The County also warrants it will allow MMPU reasonable access to and use of the County's sour water well located near the Facility. The County further warrants to MMPU that the County has certain water rights appurtenant to the land upon which the Facility will be constructed, which water rights allow for the drilling of a well upon such property; and the County hereby grants MMPU the right to drill a well on the property, at MMPU's expense, and to use the water from such well for MMPU's irrigation purposes. Finally, the County warrants it will use its best efforts to acquire the approximately five (5) acres owned by Leucadia on the western boundary of the Facility; and in the event such land is acquired by the County during the term hereof, the County agrees that such property shall become subject to this Agreement without any further consideration due from MMPU.

9. Improvements. MMPU shall be responsible for all improvements within the boundaries of the Facility and the County shall be responsible for roadways and other public improvements outside and adjacent to the Facility.

10. Contingencies. This Agreement is contingent upon the County causing the necessary changes (if any be required) in its planning and zoning statutes to allow a "motorsports facility" as a permitted use on the Land. Upon timely submission of a full application, the County shall expedite approval and issuance of building and grading permits so that construction can begin as soon as possible after January 1, 2005.

11. Insurance. MMPU shall obtain proper and sufficient liability insurance in the minimum sum of One Million Dollars (\$1,000,000) to indemnify its officers, directors, members

conditions, including costs incurred prior to commencement of legal action.

18. Authorization. Each individual executing this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the applicable entity and that this Agreement shall constitute a legal and binding obligation of such entity. This Agreement may be executed in counterparts and all executed counterparts shall together constitute one agreement, binding on all parties hereto, notwithstanding that all of the parties are not signatory to the original or same counterpart.

19. Time. Time is of the essence. All modifications or extensions shall be in writing signed by the parties.

20. Notices. All notices and demands of any kind which any party may be required or desire to give to or serve on the other party shall be made in writing and sent by certified mail, postage paid, to such party at its then current business address. Any such notice shall be presumed to have been received by the addressee forty-eight (48) hours after posting in the United States Mail.

21. Scope of Agreement. This Agreement and all Exhibits and documents expressly herein incorporated, constitute the entire agreement between the parties pertaining to the subject matter hereof, and no representation, warranty, condition, understanding or agreement of any kind shall be binding upon the parties unless incorporated herein. Any amendment of this Agreement without the express written consent of the other party shall be void. The parties agree to review this Agreement on or before November 15, 2006. This Agreement shall survive the execution and delivery of any and all instruments hereinabove described or called for.

THE ABOVE REPRESENTS THE UNDERSTANDINGS AND AGREEMENTS OF
THE PARTIES EXECUTING THIS LEASE AGREEMENT.

MILLER MOTORSPORTS PARK, UTAH, L.L.C.

Lawrence H. Miller, Operating Manager

TOOELE COUNTY

Dennis L. Rockwell, Chairman

ATTEST:

Dennis Ewing, County Clerk

Tire Usage at Miller Motorsports Park
1-20-06

Basics:

The tires used at Miller Motorsports Park are the basic safety system and are not just stacked tires. They're built in such a way that they resist and "cushion" impact and remain in place during and after impact. They will on occasion after impact require reconfiguration, but generally speaking they'll remain in their designated location.

Fire Prevention:

On their own, the tire walls won't constitute a fire hazard. We're placing weed barrier below the location of each wall to inhibit vegetation and if vegetation does appear, we'll promptly remove it.

If a vehicle were on fire and in the tire wall, emergency crews and responders as part of standard protocol will be at the scene prepared with fire suppression systems.

Mosquito Abatement:

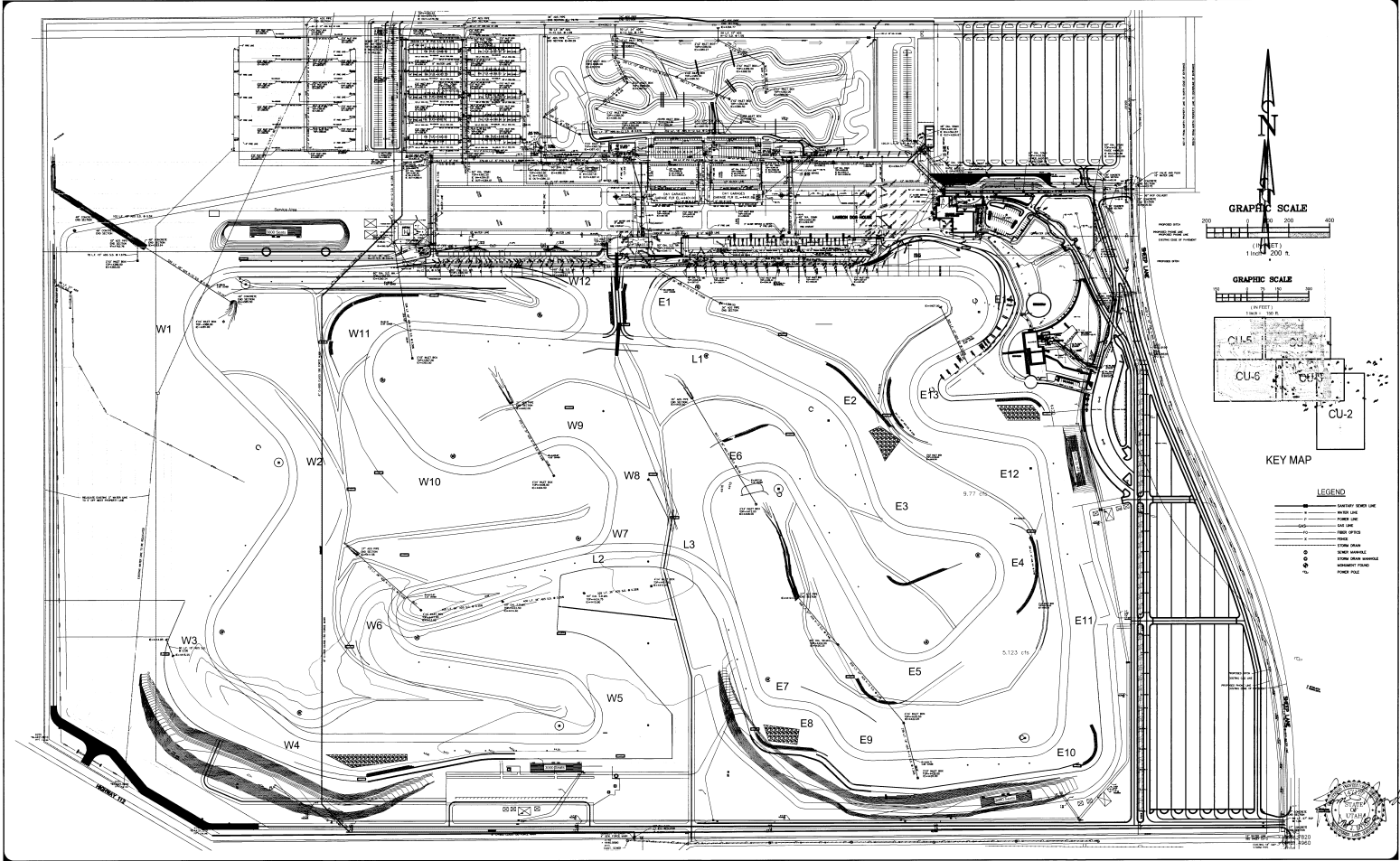
We've had discussions with the Tooele Valley Mosquito Abatement Division and they're working toward assisting us in treating the tire stacks.

Pests:

We've already been approached by several pest control agencies. We may employ these vendors or self-perform pest control at our option.

Volumes:

We're expecting to use about 350 tons of tires. Once all tire walls are in place, they won't need to be added to very often and should serve their intended purpose for a long time.



REV	BY	DATE	DESCRIPTION
1	4/25/05	7/7/05	TRENCH GRAB & STRAIN BRAIN REVERSING WATER LINE REPAIRS AND WATER VALVES, NEW DUMP STATION AND CAP WORK, GAS LINE CORRECTIONS.
2	4/26/05	7/15/05	SEWER LINE REPAIR & CLEAN FROM GAS TRENCH TO NEW CONNECTIONS, FIELD AND HUB REPAIR, GAS LINE AND HUB REPAIR, 18" GAS MAIN AT THE PUMP STATION, CONDUIT UNDER MAIN TRACK.
3	4/26/05	11/27/05	REPAIR OF WATER LINE SERVING HOUSE TRACK, ADD WATER LINE SERVING NORTH HUB TO SEWER LINE, MOIST WATERS LINES IN PASSAGE DUCT.

REV	BY	DATE	DESCRIPTION
4		7/7/05	UPDATES SURVEIL AND ELECTRICAL AND COMMUNICATION LINES
5		11/21/05	ADD WATER SERVICE SIZE, REVERSE SANITARY SERVICE
6		11/27/05	REMOVE GAS SERVICE, GAS MAIN, CLUB HOUSE AREA, CLUB HOUSE RELOCATION

Designed By: HP
 Drawn By: HP
 Checked By: JR
 Account #: 109-41
 Creation Date: 11/27/05

Bird & Associates, LLC
 Engineers & Land Surveyors

505 South Main Street
 Bountiful, Utah 84010
 Phone (801)-292-6400
 Fax (801)-292-8216

**MILLER MOTOR SPORTS PARK
 OVERALL UTILITIES PLAN**

TOWNSHIP OF UTAH

Sheet: CU-1
 Of: 06
 DRAWING
 CU-1