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CABARRUS COUNTY  
FILED  
10/08/2004 3:23 PM  
LINDA F. MCABEE  
Register Of Deeds  
By:                      Deputy/Asst.

STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is executed and delivered as of the 7<sup>TH</sup> day of October, 2004, by and between MOUNTAINEER LAND GROUP, LLC, a North Carolina limited liability company ("Mountaineer") and SPEEDWAY MOTORSPORTS, INC., a Delaware corporation ("Speedway").

WITNESSETH:

WHEREAS, Speedway owns or intends to own an approximately 31.413 acre tract of land (the "Speedway Property"), a portion of which abuts the southerly boundary of Hudspeth Road. The Speedway Property is more particularly described on Exhibit A attached hereto and incorporated herein by reference.

WHEREAS, Mountaineer owns or intends to own an approximately 3.990 acre tract of land (the "Mountaineer Property") which has no public roadway access and is located adjacent to a southeasterly boundary of the Speedway Property. The Mountaineer Property is more particularly described on Exhibit B attached hereto and incorporated herein by this reference.

WHEREAS, in order to obtain access to Hudspeth Road across the Speedway Property, Mountaineer desires to acquire from Speedway, and Speedway desires to grant to Mountaineer, for the benefit of and as appurtenance to the Mountaineer Property, a perpetual, non-exclusive easement across the Speedway Property for the purpose of access, ingress, egress and regress to and from the northwesterly boundary of the Mountaineer Property to and from the public roadway of Hudspeth Road located contiguous to the Speedway Property;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**DRAWN BY AND MAIL TO:**  
Craig T. Lynch, Esquire  
Parker, Poe, Adams & Bernstein L.L.P.  
Three Wechovia Center  
Suite 3000  
401 South Tryon Street  
Charlotte, North Carolina 28202-1935

CLT 809150v4

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1. Speedway's Grant of Access Easement. Speedway does hereby grant, bargain, sell, transfer and convey unto Mountaineer and its successors and assigns as owner of the Mountaineer Property and its tenants, invitees, licensees, contractors, customers and patrons, a non-exclusive, perpetual right-of-way and easement (the "Access Easement") appurtenant to the Mountaineer Property over, across, under and through the Speedway Property for purposes of pedestrian, vehicular and automotive access, ingress, egress, regress and passage to and from the Mountaineer Property to and from Hudspeth Road. The area of the Access Easement is limited to that portion of the Speedway Property (i) shown cross-hatched on the Plat of Boundary Survey prepared by Mel G. Thompson & Associates, P.A., and dated September 28, 2004, attached hereto as Exhibit C and incorporated herein by reference, and (ii) more particularly described on the legal description of the same attached hereto as Exhibit D and incorporated herein by reference.

The grant of such easement, right and privilege, as well as the benefits from said grant, are not intended to create, nor shall they be construed as creating, any rights in or for the benefit of the general public or any rights of Mountaineer or any other party for parking on the Speedway Property.

2. Easement to Run With Land. The Access Easement created and granted by this Agreement is not personal but is appurtenant to and shall run with the Mountaineer Property benefited thereby and the Speedway Property burdened thereby, and shall be binding upon all parties hereto and their successors in title or interest and their permitted assigns.

3. Damage and Repair. Mountaineer agrees, understands and acknowledges that Speedway shall have no responsibility or obligation for the care, repair or maintenance of the Speedway Property located within the Access Easement, or for any costs or expenses incurred therewith. Mountaineer hereby agrees it shall repair any damage caused by it (or its agents, employees, tenants and/or invitees) to any of the Speedway Property and that such repair shall be performed at Mountaineer's sole cost and expense, in complete compliance with all applicable laws and requirements, and in a good and workmanlike lien free manner. Speedway hereby specifically disclaims any and all representations and warranties with respect to the condition of the Speedway Property located within the area of the Access Easement.

4. Indemnification. Mountaineer indemnifies and holds harmless Speedway, its successors and assigns (collectively, the "Indemnified Parties"), from and against any and all claims, liabilities, losses, damages and expenses, including but not limited to, attorneys' fees and court costs, arising out of or in connection with the grant and use by Mountaineer of the Access Easement. The provisions of this paragraph 4 shall survive any termination of this Agreement for any reason.

5. Insurance. Mountaineer covenants and agrees that Speedway shall not be responsible or liable to Mountaineer, or any person, firm or corporation claiming by, through, or under Mountaineer for, or by reason of, any defect in the property, or from any injury or loss or damage to person or property resulting therefrom, and Speedway shall not be responsible or liable to Mountaineer, or any person, firm or corporation claiming by, through or under Mountaineer, or otherwise, for any injury, loss or damage to the Access Easement, Mountaineer or any other person, occurring in or upon the Access Easement, caused by or arising from any

defect whatsoever, or by or from any injury or damage caused by, arising or resulting from lightning, wind, tempest, water, snow or ice, or by or from other actions of the elements, or from any injury or damage caused by or arising, or resulting from acts of negligence of adjacent, contiguous or neighboring property owners, or any other cause whatsoever. Mountaineer shall maintain a policy of general public liability insurance in the amount of Two Million and No/100 Dollars (\$2,000,000.00) with a company suitable to Speedway naming Speedway and its successors and assigns as an additional insured and shall furnish Speedway with a certificate of such insurance contemporaneously with the execution of this Agreement.

6. **Hazardous Materials.** Mountaineer shall not cause, permit or allow any substances or materials (whether solid, liquid or gaseous and including, without limitation, any petroleum or petroleum by-products) deemed to be toxic or hazardous or the manufacture, storage, transport or disposal of which is regulated by any federal, state or local agency or authority (collectively, "Hazardous Materials") under any federal, state or local law, ordinance, rule or regulation related to the environment or health and safety matters, as amended from time to time ("Environmental Laws"), to be handled, placed, stored, dumped, dispensed, released, discharged, deposited, manufactured, generated, treated, processed, used, transported or located on the area of the Access Easement or the Speedway Property without Speedway's prior written consent. Mountaineer hereby agrees to indemnify and hold harmless Speedway from and against all liabilities, expenses, demands, damages, costs, losses, causes of action, claims for relief, penalties and charges incurred in connection, or otherwise associated, with any required removal or cleanup of any Hazardous Materials or assessed in connection with the presence of any Hazardous Materials upon or under the area of the Access Easement or the Speedway Property resulting from or arising out of Mountaineer's, its agents', employees', tenants' and invitees' use or occupancy of the area of the Access Easement of the Speedway Property pursuant to the Access Easement granted herein.

7. **Title Warranties.** Speedway covenants with Mountaineer that it is the owner in fee simple of the Speedway Property over which the Access Easement runs, that it has the right to grant the Access Easement, and that the title to the same is marketable and free and clear of all encumbrances except for all other easements, covenants, restrictions and conditions of record and except for any financing liens for which consent and subordination of mortgagee shall have been or shall be obtained.

8. **Notices.** If Mountaineer desires to give any notices to Speedway in connection with this Agreement, such notices shall be deemed given effective as of two (2) business days after being deposited in the U.S. Mail by registered or certified letter, return receipt requested, to Speedway at P.O. Box 18747, Charlotte, North Carolina 28218, Attn: William R. Brooks.

9. **Miscellaneous.**

9.1 Failure of any party to comply with any or all of the terms and conditions of this Agreement shall not, under any circumstances, entitle any other party to terminate the Access Easement, but shall give rise to such other remedies as may be provided in this Agreement or by law or equity. Except as expressly provided in this Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and in addition to and not to the exclusion of those provided by law or equity. Any modification to this Agreement must be in recordable form and

be executed by the affected parties and shall not be effective until recorded in the public records of Cabarrus County.

9.2 This Agreement shall not create an association, partnership, joint venture or principal and agency relationship between any of the parties. No waiver of any provision of this Agreement shall be deemed to imply or constitute a further waiver of that provision or any other provision.

9.3 The easements hereby established shall not be terminated, by merger or otherwise, upon the conveyance of any of the Speedway Property or any of the Mountaineer Property.

9.4 The singular or plural used herein shall be deemed to include the other; and any pronoun shall be deemed to include the masculine, feminine or neuter.

9.5 All easements, covenants, terms, conditions, limitations and provisions in this Agreement shall be binding upon and shall inure to the benefit of Mountaineer and Speedway and their respective successors and assigns.

9.6 In the event that any of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions contained herein shall be in no way affected, prejudiced or disturbed thereby.

9.7 This Agreement shall be governed by and construed under the laws of the State of North Carolina.

9.8 The captions herein are inserted only as a matter of convenience and for reference and neither define, limit or describe the scope or intent of this Agreement nor in any way affect the terms and provisions hereof.

SPEEDWAY MOTORSPORTS, INC., a Delaware corporation

By: William R. Archer  
Title: VP

MOUNTAINEER LAND GROUP, LLC, a North Carolina limited liability company

By: \_\_\_\_\_  
Title: \_\_\_\_\_



STATE OF NORTH CAROLINA

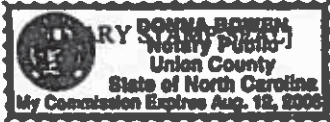
COUNTY OF Union

I, Donna Bowen, a Notary Public of Union County, State of North Carolina, do hereby certify that William R. Brooks, personally came before me this day and acknowledged that he (or she) is Vice President of Speedway Motorsports, Inc., a Delaware corporation, and that he (or she), as Vice President, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and official seal, this the 7<sup>TH</sup> day of OCTOBER, 2004.

Donna Bowen  
Notary Public

My Commission Expires: 8-12-2008



STATE OF NORTH CAROLINA

COUNTY OF Union

I, Donna Bowen, a Notary Public of Union County, State of North Carolina, do hereby certify that \_\_\_\_\_ of MOUNTAINEER LAND GROUP, LLC, a North Carolina limited liability company, Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of MOUNTAINEER LAND GROUP, LLC, a North Carolina limited liability company.

Witness my hand and official stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Notary Public

My Commission expires:


\_\_\_\_\_

[NOTARY STAMP-SEAL]

SPEEDWAY MOTORSPORTS, INC., a Delaware corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

MOUNTAINEER LAND GROUP, LLC, a North Carolina limited liability company

By:   
Title: ~~Mountaineer Land Group, LLC~~  
Manager



STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, State of North Carolina, do hereby certify that \_\_\_\_\_, personally came before me this day and acknowledged that he (or she) is \_\_\_\_\_ of Speedway Motorsports, Inc., a Delaware corporation, and that he (or she), as \_\_\_\_\_, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

[NOTARY STAMP-SEAL]

STATE OF NORTH CAROLINA

COUNTY OF Cabarrus

I, Jan E. Michetti, a Notary Public of Cabarrus County, State of North Carolina, do hereby certify that Irvin Messer, Manager Atty of MOUNTAINEER LAND GROUP, LLC, a North Carolina limited liability company, Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of MOUNTAINEER LAND GROUP, LLC, a North Carolina limited liability company.

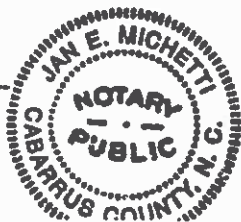
Witness my hand and official stamp or seal this 7 day of October, 2004.

Jan E. Michetti  
Notary Public

My Commission expires:

08/08/05

[NOTARY STAMP-SEAL]



NORTH CAROLINA - CABARRUS COUNTY

The foregoing (or annexed) certificate(s) of Donna Bowen and Jan E. Michetti, each, a notary public, is (are) certified to be correct. This the 8<sup>th</sup> day of October, 2004.

LINDA E. M'ABEE, REGISTER OF DEEDS

by: Cynthia E Zopf, Asst. Deputy

**EXHIBIT A**  
**TO**  
**ACCESS EASEMENT AGREEMENT**  
**BY AND BETWEEN**  
**SPEEDWAY MOTORSPORTS, INC.,**  
**A DELAWARE CORPORATION,**  
**AND**  
**MOUNTAINEER LAND GROUP, LLC,**  
**A NORTH CAROLINA LIMITED LIABILITY COMPANY**  
**DATED October 7, 2004**

Legal Description of Speedway Property

LYING AND BEING IN TOWNSHIP #2, CABARRUS COUNTY, NORTH CAROLINA,  
AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NEW IRON PIN HAVING NC GRID COORDINATES (NAD 83) OF N:582,927.07 AND E:1,499,900.41 (COMBINED GRID FACTOR OF 0.999845482) ON THE SOUTHERN MARGIN OF THE VARIABLE WIDTH RIGHT-OF-WAY OF MOREHEAD ROAD AND IN THE NORTHERNMOST CORNER OF THE LAND CONVEYED TO LINDA YATES TATE BY INSTRUMENT RECORDED IN BOOK 2938, PAGE 181, CABARRUS COUNTY PUBLIC REGISTRY, SAID BEGINNING POINT ALSO LOCATED N 10°13'55" W 3282.66 FEET (GRID) AND 3283.17 FEET (GROUND) FROM THE CITY OF CONCORD MONUMENT "TREE" HAVING NC GRID COORDINATES (NAD 83) OF N:579,696.62 AND E:1,500,483.53 (COMBINED GRID FACTOR OF 0.999845482); AND RUNNING THENCE FROM THE POINT OF BEGINNING WITH THE WESTERN BOUNDARY OF THE TATE LAND (NOW OR FORMERLY) TWO (2) COURSES AND DISTANCES AS FOLLOWS: 1) S 47°28'51" W 737.20 FEET TO A NAIL IN 1-1/2" EXISTING IRON PIPE AND 2) S 42°32'39" E 278.03 FEET TO A 2-1/4" EXISTING IRON PIPE IN THE NORTHERN BOUNDARY OF THE LAND CONVEYED TO MARY YATES LEDFORD BY INSTRUMENT RECORDED IN BOOK 1126, PAGE 286, CABARRUS COUNTY PUBLIC REGISTRY; THENCE WITH THE NORTHERN AND WESTERN BOUNDARIES OF THE LEDFORD LAND (NOW OR FORMERLY) TWO (2) COURSES AND DISTANCES AS FOLLOWS: 1) S 69°56'23" W 258.33 FEET TO A 3/4" EXISTING IRON PIPE AND 2) S 06°56'09" W 684.42 FEET TO A 1-1/2" EXISTING IRON PIPE IN THE NORTHERN BOUNDARY OF THE LAND CONVEYED TO FAST TRACK PROPERTIES, INC. BY INSTRUMENT RECORDED IN BOOK 3019, PAGE 287, CABARRUS COUNTY PUBLIC REGISTRY; THENCE WITH THE NORTHWESTERN BOUNDARY OF THE FAST TRACK PROPERTIES, INC. LAND (NOW OR FORMERLY) S 47°23'44" W 363.15 FEET TO A 1-1/2" EXISTING IRON PIPE; THENCE WITH THE SOUTHWESTERN BOUNDARY OF THE FAST TRACK PROPERTIES, INC. LAND (NOW OR FORMERLY) AND THE WESTERN BOUNDARY OF THE LAND CONVEYED TO TIMOTHY ALAN HURST BY INSTRUMENT RECORDED IN BOOK 736, PAGE 155, CABARRUS COUNTY PUBLIC REGISTRY, S 44°16'40" E 713.72 FEET TO A NEW IRON PIN; THENCE A NEW LINE S. 50°47'57" W 405.55 FEET TO A NEW IRON PIN ON THE EASTERN BOUNDARY OF THE

LAND CONVEYED TO ROBERT EUGENE YATES BY INSTRUMENT RECORDED IN BOOK 493, PAGE 704, CABARRUS COUNTY PUBLIC REGISTRY; THENCE WITH THE EASTERN BOUNDARY OF THE LAND CONVEYED TO ROBERT EUGENE YATES BY INSTRUMENT RECORDED IN BOOK 493, PAGE 704, CABARRUS COUNTY PUBLIC REGISTRY, TWO (2) COURSES AND DISTANCES AS FOLLOWS: 1) N 44°12'54" W 619.75 FEET TO A 1-1/4" EXISTING IRON PIPE AND 2) N 03°29'23" E 999.90 FEET TO A 3/4" EXISTING IRON PIPE IN THE SOUTHEASTERN CORNER OF THE LAND CONVEYED TO ROBERT EUGENE YATES BY INSTRUMENT RECORDED IN BOOK 426, PAGE 792, CABARRUS COUNTY PUBLIC REGISTRY; THENCE WITH THE EASTERN BOUNDARY OF THE LAND CONVEYED TO ROBERT EUGENE YATES BY INSTRUMENT RECORDED IN BOOK 493, PAGE 792, CABARRUS COUNTY PUBLIC REGISTRY, TWO (2) COURSES AND DISTANCES AS FOLLOWS: 1) N 22°19'53" W 487.46 FEET TO A 5/8" EXISTING IRON ROD AND 2) N 22°19'53" W 76.29 FEET TO A 5/8" EXISTING IRON ROD IN THE SOUTHWESTERN CORNER OF THE LAND CONVEYED TO ROAUL A. YATES BY INSTRUMENTS RECORDED IN BOOK 1352, PAGE 238, IN BOOK 1455, PAGE 135, AND IN BOOK 1455, PAGE 137, ALL IN THE CABARRUS COUNTY PUBLIC REGISTRY; THENCE WITH THE SOUTHERN AND EASTERN BOUNDARIES OF THE ROAUL A. YATES LAND (NOW OR FORMERLY) FOUR (4) COURSES AND DISTANCES AS FOLLOWS: 1) N 67°50'24" E 139.36 FEET TO A 1/2" EXISTING IRON ROD; 2) N 67°46'24" E, 149.99 FEET TO A 1/2" EXISTING IRON ROD; 3) N 67°46'28" E 149.99 FEET TO A 1/2" EXISTING IRON ROD; AND 4) N 22°13'28" W 290.42 FEET TO A 1/2" EXISTING IRON ROD IN THE SOUTHERN MARGIN OF THE SIXTY (60) FOOT RIGHT-OF-WAY OF HUDSPETH ROAD; THENCE WITHIN THE RIGHT-OF-WAY OF HUDSPETH ROAD THREE (3) COURSES AND DISTANCES AS FOLLOWS: 1) N 22°13'28" W 30.08 FEET TO A COMPUTED POINT; 2) N 73°18'21" E 210.88 FEET TO A COMPUTED POINT; AND 3) S 10°38'08" E 30.00 FEET TO A NEW IRON PIN IN THE WESTERN BOUNDARY OF THE LAND CONVEYED TO BETTY PENDER YATES (LIFETIME RIGHTS) BY INSTRUMENT RECORDED IN BOOK 1828, PAGE 347, CABARRUS COUNTY PUBLIC REGISTRY; THENCE WITH THE WESTERN, SOUTHERN, AND EASTERN BOUNDARIES OF THE BETTY PENDER YATES (LIFETIME RIGHTS) PROPERTY (NOW OR FORMERLY) THREE (3) COURSES AND DISTANCES AS FOLLOWS: 1) S 10°38'08" E 248.23 FEET TO A 1/4" EXISTING IRON ROD; 2) N 73°21'31" E 353.00 FEET TO A 3/8" EXISTING IRON ROD; AND 3) N 16°35'58" W 246.61 FEET TO A 3/8" EXISTING IRON ROD IN THE SOUTHERN MARGIN OF THE RIGHT-OF-WAY OF HUDSPETH ROAD; THENCE WITHIN THE RIGHT-OF-WAY OF HUDSPETH ROAD TWO (2) COURSES AND DISTANCES AS FOLLOWS: 1) N 16°35'58" W 30.14 FEET TO A COMPUTED POINT AND 2) N 73°27'45" E 383.66 FEET TO A COMPUTED POINT IN THE SOUTHERN MARGIN OF THE RIGHT-OF-WAY OF MOREHEAD ROAD; AND THENCE WITH THE SOUTHERN MARGIN OF THE RIGHT-OF-WAY OF MOREHEAD ROAD THREE (3) COURSES AND DISTANCES AS FOLLOWS: 1) S 39°07'13" E 27.75 FEET TO AN EXISTING RIGHT-OF-WAY MONUMENT; 2) S 39°07'13" E 64.46 FEET TO AN EXISTING RIGHT-OF-WAY MONUMENT; AND 3) WITH THE ARC OF A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 1262.69 FEET, AN ARC DISTANCE OF 183.23 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 43°16'10" E 183.07 FEET TO THE POINT OF BEGINNING, CONTAINING 31.413 ACRES, MORE OR LESS, ALL AS

5596  
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BOOK 5596 PAGE 137

SHOWN ON BOUNDARY SURVEY, PREPARED BY RUBY A. GOODWIN, NORTH CAROLINA PROFESSIONAL LAND SURVEYOR L-3485 OF MEL G. THOMPSON & ASSOCIATES, PA, DATED JULY 26, 2004 AND REVISED SEPTEMBER 28, 2004, AND DESIGNATED AS JOB # 04 06 17 (SHEET 3 OF 10), REFERENCE TO SAID SURVEY BEING MADE IN AID OF DESCRIPTION.

CLT 809150v4

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**EXHIBIT B**  
**TO**  
**ACCESS EASEMENT AGREEMENT**  
**BY AND BETWEEN**  
**SPEEDWAY MOTORSPORTS, INC.,**  
**A DELAWARE CORPORATION,**  
**AND**  
**MOUNTAINEER LAND GROUP, LLC,**  
**A NORTH CAROLINA LIMITED PARTNERSHIP**  
**DATED October 7, 2004**

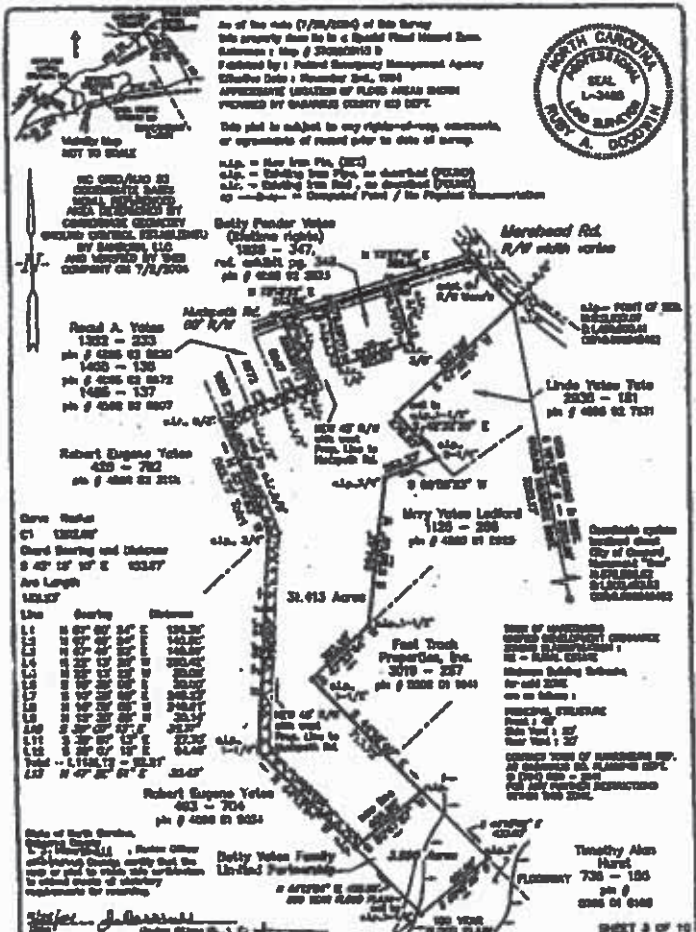
Legal Description of Mountaineer Property

LYING AND BEING IN TOWNSHIP #2, CABARRUS COUNTY, NORTH CAROLINA,  
AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO LOCATE THE BEGINNING, COMMENCE AT A NEW IRON PIN HAVING NC GRID COORDINATES (NAD 83) OF N:582,927.07 AND E:1,499,900.41 (COMBINED GRID FACTOR OF 0.999845482) ON THE SOUTHERN MARGIN OF THE VARIABLE WIDTH RIGHT-OF-WAY OF MOREHEAD ROAD AND IN THE NORTHERNMOST CORNER OF THE LAND CONVEYED TO LINDA YATES TATE BY INSTRUMENT RECORDED IN BOOK 2938, PAGE 181, CABARRUS COUNTY PUBLIC REGISTRY, SAID NEW IRON PIN ALSO LOCATED N 10°13'55" W 3282.66 FEET (GRID) AND 3283.17 FEET (GROUND) FROM THE CITY OF CONCORD MONUMENT "TREE" HAVING NC GRID COORDINATES (NAD 83) OF N:579,696.62 AND E:1,500,483.53 (COMBINED GRID FACTOR OF 0.999845482); AND RUN THENCE FROM THE POINT OF BEGINNING WITH THE WESTERN BOUNDARY OF THE TATE LAND (NOW OR FORMERLY) TWO (2) COURSES AND DISTANCES AS FOLLOWS: 1) S 47°28'51" W 737.20 FEET TO A NAIL IN 1-1/2" EXISTING IRON PIPE AND 2) S 42°32'39" E 278.03 FEET TO A 2-1/4" EXISTING IRON PIPE IN THE NORTHERN BOUNDARY OF THE LAND CONVEYED TO MARY YATES LEDFORD BY INSTRUMENT RECORDED IN BOOK 1126, PAGE 286, CABARRUS COUNTY PUBLIC REGISTRY; THENCE WITH THE NORTHERN AND WESTERN BOUNDARIES OF THE LEDFORD LAND (NOW OR FORMERLY) TWO (2) COURSES AND DISTANCES AS FOLLOWS: 1) S 69°56'23" W 258.33 FEET TO A 3/4" EXISTING IRON PIPE AND 2) S 06°56'09" W 684.42 FEET TO A 1-1/2" EXISTING IRON PIPE IN THE NORTHERN BOUNDARY OF THE LAND CONVEYED TO FAST TRACK PROPERTIES, INC. BY INSTRUMENT RECORDED IN BOOK 3019, PAGE 287, CABARRUS COUNTY PUBLIC REGISTRY; THENCE WITH THE NORTHWESTERN BOUNDARY OF THE FAST TRACK PROPERTIES, INC. LAND (NOW OR FORMERLY) S 47°23'44" W 363.15 FEET TO A 1-1/2" EXISTING IRON PIPE; AND THENCE WITH THE SOUTHWESTERN BOUNDARY OF THE FAST TRACK PROPERTIES, INC. LAND (NOW OR FORMERLY) AND THE WESTERN BOUNDARY OF THE LAND CONVEYED TO TIMOTHY ALAN HURST BY INSTRUMENT RECORDED IN BOOK 736, PAGE 155, CABARRUS COUNTY PUBLIC REGISTRY, S 44°16'40" E 713.72 FEET TO A NEW IRON PIN, MARKING THE PLACE OF BEGINNING, AND RUNNING THENCE FROM THE

EXHIBIT C  
TO  
ACCESS EASEMENT AGREEMENT  
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SPEEDWAY MOTORSPORTS, INC.,  
A DELAWARE CORPORATION,  
AND  
MOUNTAINEER LAND GROUP, LLC,  
A NORTH CAROLINA LIMITED PARTNERSHIP  
DATED OCTOBER 7, 2004

Cross-Hatched Plot of Access Easement



**Mal C. Thompson & Associates, PA**  
PROFESSIONAL LAND SURVEYORS  
308 South Main Street  
Savannah, N.C. 28587  
Telephone (704) 988-6881

I, Ruby A. Goodwin, certify that this plat was drawn by me from an actual survey made under my supervision, by me, 2004, and that the truth of position is 1: 21121.

*Ruby A. Goodwin* 9/23/2004  
Ruby A. Goodwin, P.L.S. # 34220  
Without my original signature, registration number, and seal this plat is void and of no effect.  
PLAT REVISION SEPTEMBER 28, 2004

PLAT OF BOUNDARY SURVEY  
FOR CONVEYANCE OF  
**31.413 Acres**  
PROPERTY OF  
**Dolly Yates Family Limited Partnership**  
PLAT PREPARED FOR  
**MOUNTAINEER LAND GROUP, LLC**  
Location: Top 62, Cabarrus Co., N.C.  
Van Ref.: part of plat # 4888 82 0047  
Dodd Ref.: part of Plat 1838, Pg. 347  
Scale: 1" = 400' Job # 04 09 17

THIS MAP IS NOT A CERTIFIED SURVEY AND  
HAS NOT BEEN REVIEWED BY A LOCAL  
GOVERNMENT AGENCY FOR COMPLIANCE  
WITH ANY APPLICABLE LAND  
DEVELOPMENT REGULATIONS



POINT OF BEGINNING WITH A NEW LINE S. 50°47'57" W 405.55 FEET TO A NEW IRON PIN ON THE EASTERN BOUNDARY OF THE LAND CONVEYED TO ROBERT EUGENE YATES BY INSTRUMENT RECORDED IN BOOK 493, PAGE 704, CABARRUS COUNTY PUBLIC REGISTRY; THENCE WITH THE EASTERN BOUNDARY OF THE LAND CONVEYED TO ROBERT EUGENE YATES BY INSTRUMENT RECORDED IN BOOK 493, PAGE 704, CABARRUS COUNTY PUBLIC REGISTRY, S 44°12'54" E 430.00 FEET TO A 1-1/2" EXISTING IRON PIPE IN BOUNDARY OF THE HURST LAND (NOW OR FORMERLY); AND THENCE WITH THE HURST LAND (NOW OR FORMERLY) TWO (2) COURSES AND DISTANCES AS FOLLOWS: 1) N 50°47'36" E 406.02 FEET TO A 1" EXISTING IRON PIPE AND 2) N 44°16'40" E 430.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3.990 ACRES, MORE OR LESS, ALL AS SHOWN ON BOUNDARY SURVEY, PREPARED BY RUBY A. GOODWIN, NORTH CAROLINA PROFESSIONAL LAND SURVEYOR L-3485 OF MEL G. THOMPSON & ASSOCIATES, PA, DATED JULY 26, 2004 AND REVISED SEPTEMBER 28, 2004, AND DESIGNATED AS JOB # 04 06 17 (SHEET 3 OF 10), REFERENCE TO SAID SURVEY BEING MADE IN AID OF DESCRIPTION.

**EXHIBIT D**  
**TO**  
**ACCESS EASEMENT AGREEMENT**  
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**SPEEDWAY MOTORSPORTS, INC.,**  
**A DELAWARE CORPORATION,**  
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**A NORTH CAROLINA LIMITED PARTNERSHIP**  
**DATED October 7, 2004**

Legal Description of Access Easement

LYING AND BEING IN TOWNSHIP NO. 2, CABARRUS COUNTY, NORTH CAROLINA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO LOCATE THE POINT OF BEGINNING, COMMENCE AT A NEW IRON PIN HAVING NC GRID COORDINATES (NAD 83) OF N:582,927.07 AND E:1,499,900.41 (COMBINED GRID FACTOR OF 0.999845482) ON THE SOUTHERN MARGIN OF THE VARIABLE WIDTH RIGHT-OF-WAY OF MOREHEAD ROAD AND IN THE NORTHERNMOST CORNER OF THE LAND CONVEYED TO LINDA YATES TATE BY INSTRUMENT RECORDED IN BOOK 2938, PAGE 181, CABARRUS COUNTY PUBLIC REGISTRY, SAID NEW IRON PIN ALSO LOCATED N 10°13'55" W 3282.66 FEET (GRID) AND 3283.17 FEET (GROUND) FROM THE CITY OF CONCORD MONUMENT "TREE" HAVING NC GRID COORDINATES (NAD 83) OF N:579,696.62 AND E:1,500,483.53 (COMBINED GRID FACTOR OF 0.999845482); AND RUN THENCE WITH THE WESTERN BOUNDARY OF THE TATE LAND (NOW OR FORMERLY) TWO (2) COURSES AND DISTANCES AS FOLLOWS: 1) S 47°28'51" W 737.20 FEET TO A NAIL IN 1-1/2" EXISTING IRON PIPE AND 2) S 42°32'39" E 278.03 FEET TO A 2-1/4" EXISTING IRON PIPE IN THE NORTHERN BOUNDARY OF THE LAND CONVEYED TO MARY YATES LEDFORD BY INSTRUMENT RECORDED IN BOOK 1126, PAGE 286, CABARRUS COUNTY PUBLIC REGISTRY; THENCE WITH THE NORTHERN AND WESTERN BOUNDARIES OF THE LEDFORD LAND (NOW OR FORMERLY) TWO (2) COURSES AND DISTANCES AS FOLLOWS: 1) S 69°56'23" W 258.33 FEET TO A 3/4" EXISTING IRON PIPE AND 2) S 06°56'09" W 684.42 FEET TO A 1-1/2" EXISTING IRON PIPE IN THE NORTHERN BOUNDARY OF THE LAND CONVEYED TO FAST TRACK PROPERTIES, INC. BY INSTRUMENT RECORDED IN BOOK 3019, PAGE 287, CABARRUS COUNTY PUBLIC REGISTRY; THENCE WITH THE NORTHWESTERN BOUNDARY OF THE FAST TRACK PROPERTIES, INC. LAND (NOW OR FORMERLY) S 47°23'44" W 363.15 FEET TO A 1-1/2" EXISTING IRON PIPE; THENCE WITH THE SOUTHWESTERN BOUNDARY OF THE FAST TRACK PROPERTIES, INC. LAND (NOW OR FORMERLY) AND THE WESTERN BOUNDARY OF THE LAND CONVEYED TO TIMOTHY ALAN HURST BY INSTRUMENT RECORDED IN BOOK 736, PAGE 155, CABARRUS COUNTY PUBLIC REGISTRY, S 44°16'40" E 713.72 FEET TO A NEW IRON PIN; AND THENCE A NEW LINE S. 50°47'57" W 405.55 FEET TO A NEW IRON PIN ON THE EASTERN BOUNDARY

OF THE LAND CONVEYED TO ROBERT EUGENE YATES BY INSTRUMENT RECORDED IN BOOK 493, PAGE 704, CABARRUS COUNTY PUBLIC REGISTRY, AND SAID NEW IRON PIN MARKING THE POINT OF BEGINNING OF ONE OF THE EXTERIOR BOUNDARIES OF THE BASEMENT AREA DESCRIBED AS FOLLOWS:

RUN WITH THE EASTERN BOUNDARY OF THE LAND CONVEYED TO ROBERT EUGENE YATES BY INSTRUMENT RECORDED IN BOOK 493, PAGE 704, CABARRUS COUNTY PUBLIC REGISTRY, TWO (2) COURSES AND DISTANCES AS FOLLOWS: 1) N 44°12'54" W 619.75 FEET TO A 1-1/4" EXISTING IRON PIPE AND 2) N 03°29'23" E 999.90 FEET TO A 3/4" EXISTING IRON PIPE IN THE SOUTHEASTERN CORNER OF THE LAND CONVEYED TO ROBERT EUGENE YATES BY INSTRUMENT RECORDED IN BOOK 426, PAGE 792, CABARRUS COUNTY PUBLIC REGISTRY; THENCE WITH THE EASTERN BOUNDARY OF THE LAND CONVEYED TO ROBERT EUGENE YATES BY INSTRUMENT RECORDED IN BOOK 493, PAGE 792, CABARRUS COUNTY PUBLIC REGISTRY, TWO (2) COURSES AND DISTANCES AS FOLLOWS: 1) N 22°19'53" W 487.46 FEET TO A 5/8" EXISTING IRON ROD AND 2) N 22°19'53" W 76.29 FEET TO A 5/8" EXISTING IRON ROD IN THE SOUTHWESTERN CORNER OF THE LAND CONVEYED TO ROAUL A. YATES BY INSTRUMENTS RECORDED IN BOOK 1352, PAGE 238, IN BOOK 1455, PAGE 135, AND IN BOOK 1455, PAGE 137, ALL IN THE CABARRUS COUNTY PUBLIC REGISTRY; THENCE WITH THE SOUTHERN AND EASTERN BOUNDARIES OF THE ROAUL A. YATES LAND (NOW OR FORMERLY) FOUR (4) COURSES AND DISTANCES AS FOLLOWS: 1) N 67°50'24" E 139.36 FEET TO A 1/2" EXISTING IRON ROD; 2) N 67°46'24" E, 149.99 FEET TO A 1/2" EXISTING IRON ROD; 3) N 67°46'28" E 149.99 FEET TO A 1/2" EXISTING IRON ROD; AND 4) N 22°13'28" W 290.42 FEET TO A 1/2" EXISTING IRON ROD IN THE SOUTHERN MARGIN OF THE SIXTY (60) FOOT RIGHT-OF-WAY OF HUDSPETH ROAD, AND THENCE WITHIN THE RIGHT-OF-WAY OF HUDSPETH ROAD N 22°13'28" W 30.08 FEET TO A COMPUTED POINT, BEING THE POINT OF TERMINUS OF THE EASEMENT AREA, AND DESIGNATED AS "NEW 45' R/W WITH PROP. LINE TO HUDSPETH ROAD" ON BOUNDARY SURVEY, PREPARED BY RUBY A. GOODWIN, NORTH CAROLINA PROFESSIONAL LAND SURVEYOR L-3485 OF MEL G. THOMPSON & ASSOCIATES, PA, DATED JULY 26, 2004 AND REVISED SEPTEMBER 28, 2004, AND DESIGNATED AS JOB # 04 06 17 (SHEET 3 OF 10), REFERENCE TO SAID SURVEY BEING MADE IN AID OF DESCRIPTION.

