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BEFORE THE ILLINOIS POLLUTION CONTROL BOARD **APR 29 2004**

PETITION BY HAYDEN)
WRECKING CORPORATION)
FOR AN ADJUSTED)
STANDARD FROM)
35 ILL. ADM. CODE § 620.410(a))

STATE OF ILLINOIS
Pollution Control Board

Docket No.: *AS 04-03*

NOTICE OF FILING

TO: Division of Legal Counsel
Illinois Environmental Protection Agency
1021 North Grand Avenue East
PO Box 1976
Springfield, Illinois 62794-9276

PLEASE TAKE NOTICE that I have today filed with the Office of the Clerk of the Illinois Pollution Control Board the Petition by Hayden Wrecking Corporation for an Adjusted Standard from 35 Ill. Adm. Code 620.410(a) and Entry of Appearance, copies of which are herewith served upon you.

Dated: April 27, 2004

GREENSFELDER, HEMKER, & GALE, P.C.

By *Anna Chesser Smith*
Donald E. Wehl (# 2960672)
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Attorneys for Hayden Wrecking Corp.

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ENTRY OF APPEARANCE

COMES NOW Greensfelder, Hemker & Gale, P.C., Donald E. Wehl, Christina L. Archer, and Anna Chesser Smith, and hereby enter their appearance on behalf of Hayden Wrecking Corporation, the Petitioner in the above-styled case.

Dated: April 27, 2004

Respectfully submitted,

GREENSFELDER, HEMKER & GALE, P.C.

By Anna Chesser Smith

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Hayden Wrecking Corporation

APR 29 2004

STATE OF ILLINOIS
Pollution Control Board

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

PETITION BY HAYDEN)
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PETITION FOR ADJUSTED STANDARD

COMES NOW, Hayden Wrecking Corporation ("Hayden"), through its undersigned counsel, and pursuant to Section 28.1 of the Illinois Environmental Protection Act (the "Act"), located at 415 ILCS 5/28.1, and 35 Ill. Adm. Code § 104.400, petitions the Illinois Pollution Control Board (the "Board") for an Adjusted Standard from the Class I groundwater standards for four inorganic chemicals codified at 35 Ill. Adm. Code § 620.410(a). The Adjusted Standard Hayden requests will only apply to Hayden's former landfill sites located near the intersection of Illinois Route 203 and Interstate 55/70 in St. Clair County, Illinois.

I. Preliminary Statement

1. 35 Ill. Adm. Code § 620.410(a) was enacted in 1991 and provides the Class I groundwater standards for 23 inorganic chemicals, 48 organic chemicals, two complex organic chemical mixtures, and pH. The groundwater at Hayden's property is classified as Class I groundwater. The standards for four inorganic chemicals—arsenic, iron, lead, and manganese—are exceeded at Hayden's property.

2. The Class I groundwater standards for arsenic, iron, lead, and manganese should be adjusted for Hayden because the exceeded levels detected at Hayden's property originate from an upgradient, off-site source. Even if Hayden

remediates its onsite groundwater, groundwater in excess of Class I levels will continue to flow beneath its property from the off-site source.

3. From approximately 1961 until 1992, Hayden operated two landfills totaling thirteen acres. The landfills were located near the intersection of Illinois Route 203 and Interstate 55/70 in St. Clair County, Illinois. The IEPA issued Operating Permit No. 1972-7 to Hayden, approving the disposal of "brick, mortar, wood, and metal only," and Development Permit No. 1975-36-DE, approving the development of a landfill for "homogenous, non-putrescible waste."

4. Hayden's landfills have been out of operation since 1992. The site is now graded and covered with clean limestone. Gateway Motorsports Corporation ("Gateway") leased the land from Hayden on or about October 14, 1999 for use as a parking lot for the adjacent Gateway International Raceway. *See Lease*, attached as **Exhibit A**.

5. On or about October 8, 1999, Gateway contracted to purchase Hayden's land for \$475,000. *See Real Estate Contract*, attached to Exhibit A. The completion of the sale to Gateway, however, is contingent upon Hayden fulfilling its post closure obligations and receiving a Certificate of Closure for the landfills from the IEPA, pursuant to 35 Ill. Adm. Code § 807.508(b)(1), within five years of the date of the contract. This time period will expire on October 8, 2004.

6. To complete the sale of the land, Hayden has been working with the IEPA since the summer of 1999 to close the landfills pursuant to applicable state regulations. In October of 2000, pursuant to 35 Ill. Adm. Code § 807.318, Hayden recorded with St. Clair County a detailed description of the site, certifying that the

landfills are no longer in operation. *See* Certification, attached as **Exhibit B**. Illinois regulations also require Hayden to submit to the IEPA an Affidavit for Certification of Closure of Non-Hazardous Waste Facilities and an Affidavit for Certification of Completion of Post-Closure Care for Non-Hazardous Waste Facilities. *See* 35 Ill. Adm. Code §§ 807.508 and 807.524. For Hayden to meet these requirements, the groundwater in the vicinity of the landfills must meet the Class I groundwater quality standards.

7. Since 2001, Hayden has retained Environmental Operations, Inc. (“EOI”) to evaluate the groundwater at its two landfill sites. EOI’s report summarizing the results of its investigation is attached as **Exhibit C**. In 1999 and 2000, SCI Engineering, Inc. (“SCI”) sampled the groundwater at eight wells at the site, and in 2001, the IEPA conducted its own groundwater sampling at the wells. The results of these sampling efforts are summarized in Table 1 of EOI’s report at Exhibit C.

8. A map showing the locations of the monitoring wells is attached as **Exhibit D**. Wells MW-1 through MW-4 are upgradient of Hayden’s property. A groundwater contour map, depicting the direction of groundwater flow, is attached as **Exhibit E**.

9. The landfills are located downgradient of Milam Recycling & Disposal Facility (“Milam landfill”), a landfill operated by Waste Management of Illinois, Inc. The Milam landfill is a 208-acre site with waste piled to approximately 567 feet above sea level. Photographs of the Milam landfill taken from Hayden’s property are attached as **Exhibit F**. The Milam landfill has been in operation since the 1960s and accepts municipal waste, special waste, and yard waste from residents of St. Clair, Madison, and Monroe Counties in Illinois, and the City of St. Louis, St. Louis, St.

Charles, and Warren Counties in Missouri. *See American Bottoms Conservancy v. Village of Fairmont City*, PCB No. 01-159, 2001 Ill. Env. LEXIS 489, *11-*12 (2001).

II. Statutory and Regulatory Requirements for Adjusted Standard

10. Hayden presents this Petition to the Board pursuant to Section 28.1 of the Act. The Board has promulgated regulations, set forth at 35 Ill. Adm. Code, that prescribe the procedural and substantive requirements that a petitioner must meet to obtain adjusted standard regulatory relief. Specifically, the Board's regulations at 35 Ill. Adm. Code § 104.406 set forth the information that must be included in any petition for adjusted standard.

11. This Petition satisfies the specific informational requirements identified in the regulation because each of the headings below corresponds to the informational requirements of each subsection of 35 Ill. Adm. Code § 104.406. Supporting documentation is appended to this Petition, as required by 35 Ill. Adm. Code § 104.406(k).

A. The Standard of General Applicability

12. The effective date of 35 Ill. Adm. Code § 620.410 is November 25, 1991. Section 620.410 provides limits in milligrams per liter (mg/L) for 48 organic chemicals, 23 inorganic chemicals, two complex organic chemical mixtures, and pH levels in Class I groundwater.

13. Hayden requests that the Board adjust the standards for Class I Groundwater codified at 35 Ill. Adm. Code § 620.410(a) that pertain to four inorganic chemicals: arsenic, lead, iron, and manganese.

14. The current standards for these four inorganic chemicals and Hayden's Proposed Adjusted Standard are attached as **Exhibit G**.

B. Statutory Authority for 35 Ill. Adm. Code § 620.410

15. The Board promulgated 35 Ill. Adm. Code § 620.410(a), the standard of general applicability, to implement the Illinois Groundwater Protection Act, located at 415 ILCS 55/1, *et. seq.* and the federal Safe Drinking Water Act, located at 42 U.S.C. § 300(f) *et. seq.*

C. Level of Justification Specified by Standard of General Applicability

16. 35 Ill. Adm. Code § 610.410 is a regulation of general applicability. It does not specify the level of justification required for the Board to grant Hayden's Request for Adjusted Standard.

D. Description of the Nature of Hayden's Activity

17. The groundwater at Hayden's site meets the requirements of 35 Ill. Adm. Code § 620.210 and is classified as Class I Potable Resource Groundwater.

Section 610.210 states that Potable Resource Groundwater is:

a) Groundwater located within 10 feet or more below the land surface and within: 1) The minimum setback zone of a potable water supply and to the bottom of such well; 2) Unconsolidated sand, gravel, or sand and gravel which is 5 feet or more in thickness and that contains 12 percent or less of fines . . .or . . .4) Any geologic material which is capable of a : A) Sustained groundwater yield, from up to a 12 inch borehole, of 150 gallons per day or more from a thickness of 15 feet or less . . .

18. The groundwater at Hayden's site is located at depths of ten feet or more below the land surface, and (1) the site is not located within a setback zone of a well that serves as a potable water supply (*see* Illinois Well Water Report, prepared by Environmental Data Resources, Inc., attached to EOI's report at Exhibit C); (2)

unconsolidated soils in the transmissive zone are composed primarily of poorly graded, fine-grained sands; and (3) the sandy soils present at the site are capable of a sustained yield in excess of 150 gallons per day. *Id.*

19. EOI's study of SCI's and the IEPA's sampling results reveals that four out of 23 inorganic compounds detected in the site's groundwater exceed the Class I groundwater standards: arsenic, iron, manganese, and lead. *See* Table 1 to EOI's report at Exhibit C. These results are summarized below.

- a. **Arsenic:** Under 35 Ill. Adm. Code § 620.410(a), arsenic levels in Class I groundwater must not exceed 0.05 mg/L. MW-1 and MW-2 are the only locations where this standard was ever exceeded, and these wells are located on the upgradient edge of the property. Arsenic was detected at MW-2 in 2000 at 0.082 mg/L. In 1999 and 2000, this well had arsenic levels of 0.056 mg/L and 0.065 mg/L, respectively. Arsenic levels at MW-1, also an upgradient well, were 0.072 mg/L in 2000.
- b. **Iron:** Under 35 Ill. Adm. Code § 620.410(a), iron levels in Class I groundwater must not exceed 5 mg/L. During the three sampling events, all but two wells exceeded 5 mg/L. In 2001, concentrations of iron were highest at MW-1 and MW-2, located on the upgradient edge of the site.
- c. **Lead:** Under 35 Ill. Adm. Code § 620.410(a), lead levels in Class I groundwater must not exceed 0.0075 mg/L. The highest level of lead in Hayden's groundwater was 0.220 mg/L, detected at MW-3 in 1999. Lead concentrations show an overall decrease from 1999 to 2001. Lead concentrations, however, currently exceed Class I groundwater standards at MW-1, -2, -6, and -8.
- d. **Manganese:** Under 35 Ill. Adm. Code § 620.410(a), manganese levels in Class I groundwater must not exceed 0.15 mg/L. Manganese was present at all monitoring wells at concentrations exceeding Class I groundwater standards during the 2001 monitoring event, but concentrations are currently greatest along the upgradient edge (MW-1 through MW-4) and western edge (which is down and across gradient, MW-8) of the site.

20. The sampling results summarized in Table 1 to EOI's report also prompted EOI to examine groundwater trends and the impact on groundwater from an additional thirteen inorganic and organic compounds: Benzene, Benzo(a)pyrene, Dichloromethane (methylene chloride), PCBs, Barium, Beryllium, Chromium, Copper, Nickel, Thallium, Cyanide, Nitrate, and Total Dissolved Solids. EOI's investigation revealed that these compounds are not currently present at levels that require additional consideration.

E. Efforts Required to Comply with 35 Ill. Adm. Code § 620.410(a)

21. Levels in Hayden's groundwater exceed the Class I standards for arsenic, iron, manganese, and lead because these inorganic chemicals are migrating onto Hayden's property from an upgradient, off-site source. See photographs of the Milam landfill attached as Exhibit F. Hayden's attempts to remediate its groundwater would be futile because the groundwater is continually replenished from the upgradient source. Remedial efforts would be continual without prospect of completion.

22. EOI has indicated that groundwater monitoring and treatment at the site will provide no benefit to the environment and would be economically impractical because groundwater from the upgradient, offsite source will continue to migrate onto Hayden's groundwater.

23. Rather than allowing the landfill sites to remain uncovered and out of operation, Hayden graded and covered the landfills with clean limestone. Both Hayden and Gateway now derive economic benefit from the use of the former landfill sites as a parking lot for Gateway customers.

24. Under the Lease, attached as Exhibit A, Gateway pays Hayden \$1,416.66 per month in rent. Under the Real Estate Contract between the parties, attached to the Lease, Gateway is obligated to purchase the property for \$475,000 once Hayden completes the IEPA's closure and post-closure obligations, provided this is done before October of 2004. If Hayden does not complete these obligations by October of 2004, Gateway may terminate the lease and is not obligated to purchase the site.

25. Gateway is one of the most popular speedways in the Midwest and hosts the NASCAR Busch Series, the Craftsman Truck Series, NHRA Powerade Drag Racing Series, and the Gateway Indy 250, among other events. The main track is a 1.25-mile banked oval track with an adjacent drag racing facility. The track seats 55,000 people and has the ability to expand to seat 120,000. See <http://www.gatewayraceway.com>.

26. This Petition does not include an analysis of the costs for Hayden to comply with the current standards because the inorganics at issue are continuously migrating from an off-site, upgradient source. Unless the source is addressed, any remediation efforts by Hayden would be both prohibitively expensive and continual without prospect of completion.

F. Narrative Description of Proposed Adjusted Standard

27. The language of Hayden's Proposed Adjusted Standard, as well as the language of the regulation of general applicability, is attached as Exhibit G. If approved, the Proposed Adjusted Standard will apply only to Hayden's former landfill sites located near the intersection of Illinois Route 203 and Interstate 55/70 in St. Clair County, Illinois.

28. No additional efforts will be necessary for Hayden to comply with the Proposed Adjusted Standard.

G. Description of Environmental Impact Associated with Proposed Adjusted Standard

29. In order to complete the sale of the its former landfill sites and fulfill its closure obligations under IEPA regulations, Hayden requests this Adjusted Standard. Hayden's former landfill sites have been out of operation since 1992 and have been graded and covered with clean limestone since 1999. Without the Adjusted Standard, Hayden will be unable to complete the sale of its land and will suffer economic harm. Under the Real Estate Contract, by October 8, 2004, Hayden must receive a Certificate of Closure from the IEPA for the former landfill sites. *See Real Estate Contract, attached to Lease at Exhibit A.*

30. Hayden has taken steps to minimize the environmental impacts of its proposed adjusted standard. As explained in more detail below, Hayden will establish an Environmental Land Use Control ("ELUC") on the property that prohibits the use of the site's groundwater. Hayden also has worked with the City of Madison to enact a groundwater ordinance that prohibits the potable use of the site's groundwater.

H. Hayden's Justification for Adjusted Standard

31. 35 Ill. Adm. Code § 610.410 is a regulation of general applicability. It does not specify the level of justification required for the Board to grant Hayden's Request for Adjusted Standard. Under Section 28.1 of the Act, the Board may grant individual adjusted standards whenever the Board determines that:

- (1) factors relating to that petitioner are substantially and significantly different than the factors relied upon by the Board in adopting the general regulation applicable to that petitioner;
- (2) the

existence of those factors justifies an adjusted standard; (3) the requested standard will not result in environmental or health effects substantially or significantly more adverse than the effects considered by the Board in adopting the rule of general applicability; and (4) the adjusted standard is consistent with any applicable federal law.

415 ILCS 5/28.1(c); *see also* 35 Ill. Adm. Code § 104.426.

32. Hayden can satisfy the first and second factors. In enacting 35 Ill. Adm. Code § 610.410, the Board adopted the USEPA's "principle that groundwaters that are naturally potable should be available for drinking water supply without treatment." *In the Matter of: Groundwater Quality Standards (35 Ill. Adm. Code 620)*, PCB No. R89-14(B), 1991 Ill. Env. LEXIS 866, *35 (1991). The sampling results analyzed by EOI, however, indicate that groundwater with excess levels of inorganics is migrating downhill into Hayden's groundwater. *See* Groundwater Contour Map, Exhibit D. Hayden has no ability to control the use of the lands surrounding its property, and cannot meet Class I groundwater standards unless the Adjusted Standard is granted.

33. Hayden meets the third factor of Section 28.1(c) of the Act. Groundwater at the site is not and never will be used as potable groundwater. The potable water supply for the area is provided by the Missouri Bottoms Water Company. There are no potable water wells at the site or within 2,500 feet downgradient of the site.

34. To further ensure that the Adjusted Standard will not adversely affect the environment and public health, Hayden has implemented institutional controls to prevent the development of the groundwater as a resource. Hayden has provided the City of Madison with a groundwater ordinance that prohibits the use of existing wells and the installation of potable water supply wells at the site and at areas surrounding the site.

The City of Madison adopted the ordinance. A certified copy of the ordinance as adopted is attached as **Exhibit H**.

35. Pursuant to 415 ILCS 5/58.17 and 35 Ill. Adm. Code § 742.1010, and to obtain closure of the site, Hayden also has established an ELUC on its property that requests risk-based, site-specific groundwater remediation objectives from the IEPA. On April 27, 2004, Hayden recorded the ELUC with the Recorder's Office of St. Clair County and submitted the final ELUC to the IEPA. A signed, file-stamped copy of the ELUC, with exhibits, is attached as **Exhibit I**. Hayden will notify the Board and the IEPA of the book and page number of the ELUC when this information becomes available.

36. Hayden meets the fourth and final factor of Section 28.1(c) of the Act. The Adjusted Standard Hayden requests is consistent with the Safe Drinking Water Act, 42 U.S.C. § 300h-7, *et. seq.*, and its implementing regulations, because there is no potable use of the groundwater at the site.

37. If approved, Hayden's Proposed Adjusted Standard will apply only to Hayden's former landfill sites located near the intersection of Illinois Route 203 and Interstate 55/70 in St. Clair County, Illinois.

I. Consistency with Federal Law

38. Hayden requests adjusted standard relief from the current standards for four inorganics detected in Class I Potable Resource Groundwater, found at 35 Ill. Adm. Code § 620.410. The Board has held that these standards are "equal to the USEPA's Maximum Concentration Levels applicable 'at-the-tap' pursuant to the Safe Drinking Water Act." *In the Matter of: Groundwater Quality Standards (35 Ill. Adm.*

Code 620), PCB No. R89-14(B), 1991 Ill. Env. LEXIS 866, *35 (1991). With a groundwater ordinance and an ELUC specifically addressing the landfill sites in place, Hayden has ensured that groundwater at the landfill sites will never be used as a potable groundwater supply, and the proposed adjusted standard is consistent with federal law.

J. Hearing Waiver

39. Hayden waives its right to a hearing on the issues raised in this Petition at this time. However, pursuant to 35 Ill. Adm. Code § 104.422(a)(1), Hayden reserves its right to request a hearing once it reviews the IEPA's recommendation. Additionally, Hayden is prepared to participate in a hearing if the Board determines one is necessary pursuant to 35 Ill. Adm. Code § 104.422(a)(3).

III. **Conclusion**

40. The Class I groundwater standards for arsenic, iron, lead, and manganese should be adjusted for Hayden because the arsenic, iron, lead, and manganese detected in Hayden's groundwater is from an upgradient, off-site source. Even if Hayden remediates its onsite groundwater, groundwater with levels of these organics in excess of the Class I standards will continue to flow beneath its property from the off-site source.

WHEREFORE, Hayden prays that the Board grant their Request for Adjusted Standard from 35 Ill. Adm. Code § 620.410(a).

Dated: April 27, 2004

Respectfully submitted,

GREENSFELDER, HEMKER, & GALE, P.C.

By Anna Chesser Smith

Donald E. Wehl (# 2960672)

Christina L. Archer (# 6215708)

Anna C. Smith (# 6279428)

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St. Louis, Missouri 63102

Phone: (314) 241-9090

Fax: (314) 241-4245

Attorneys for Hayden Wrecking Corp.

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of Hayden's Petition for Adjusted Standard was deposited in an envelope addressed to the Division of Legal Counsel of the Illinois Environmental Protection Agency, 1021 North Grand Avenue East, P.O. Box 19276, Springfield, Illinois 62794-9276 with postage fully prepaid, and that said envelope was deposited in a U.S. Post Office mailbox in St. Louis, Missouri, on the 27th day of April, 2004.

Anna Chesser Smith

Exhibit A

L E A S E

This lease (the "Lease") is entered into on October 8, 1999 between HAYDEN WRECKING CORPORATION, a Missouri corporation (hereinafter "Landlord") and GATEWAY INTERNATIONAL MOTORSPORTS CORPORATION, an Illinois corporation ("hereinafter "Tenant"), and is made with reference to the following facts and objectives:

A. Landlord is the owner of approximately 15.87 acres of unimproved land in Madison, IL (Parcel No. 02-05.0-300-018) which is more fully described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property") which has been used by Landlord and their predecessor as a landfill.

B. Landlord acknowledges and agrees that Tenant has neither caused nor contributed in any material respect to the release of regulated substances in, on or under the Property.

C. Tenant desires to ~~lease~~ the Property from Landlord for use as a parking lot.

D. Landlord and Tenant previously entered into a Real Estate Sale Contract dated June 2, 1999 (the "Contract") which the parties agree has been terminated; and

E. Tenant now desires to lease the Property in accordance with the terms of this Lease.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1
DEFINITIONS

As used in this Lease, the following words and phrases shall have the following meanings:

1.1 Closure - the satisfaction of every aspect of any Closure Plan, plan under the Illinois Site Remediation Program or other program imposed by the Illinois Environmental Protection Agency or the United States Environmental Protection Agency and, as may be appropriate, other Federal State and local agencies ("Agencies") whereby the Agencies approve the closure of the former landfill or landfills and acknowledge in writing that they are no longer in operation and no further post closure care is required. "Post-Closure" shall mean any condition required by the Agencies with reference to future maintenance, care or monitoring;

1.2 Encumbrance - any land sale contract, deed of trust, mortgage, or other written security device or agreement affecting the premises and/or personal property, and the note or other obligation secured by it, that constitutes security for the payment of a debt or performance of an obligation

1.3 Hold harmless - As used in this Lease, the term hold harmless shall mean to defend and indemnify Tenant and its grantees from and against any and all loss, including but not limited to

debts, liens, claims, causes of action, administrative orders, and notices, costs (including without limitation response and/or remedial costs), personal injuries, judgments, losses, penalties, damages, liabilities, demands, fines, penalties, costs, expenses (including, without limitation, attorneys' fees, consultants fees and expenses, court costs and other out-of-pocket costs and expenses suffered or incurred by Tenant as a result of any breach of this Lease by Landlord, landfill matters, all on-sight or off-sight remediation or response pertaining to landfill solid waste, leachates, soil and ground water contaminants and other Environmental Law obligations or obligations of the environmental laws.

1.4 Hazardous Materials. As used in this Lease, the term Hazardous Materials shall include, but not be limited to, hazardous substances, pollutants, contaminants, and solid waste, including but not limited to asbestos, asbestos containing materials, PCBs, petroleum products, and any other pollutant, contaminant or substance, material or waste that is defined, determined or identified as such in any federal, state or local statute, law, regulation, ordinance, order or code, in each case as amended, and whether now existing or hereafter enacted or promulgated, including without limitation the Illinois Environmental Protection Act and all rules and regulations promulgated thereunder, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Superfund Amendment and Re-authorization Act of 1986, the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., the Safe Water Drinking Act, 42 U.S.C. Section 3000(f) et seq.; the Clean Air Act 42 U.S.C. Section 7401 et seq., and those materials and substances of a similar nature regulated or restricted under any state, local laws and in regulations adopted and publications promulgated pursuant to said laws (collectively "Environmental Laws").

1.5 Law - any judicial decision, statute, constitution, ordinance, resolution, regulation, rule, administrative order, or other requirement of any municipal, county, state, federal, or other government agency or authority having jurisdiction over the parties or the premises, or both, in effect whether at the time of execution of the lease or at any time during the term, including, without limitation, any regulation or order of a quasi-official entity or body, including without limitation the Environmental Laws defined above.

ARTICLE 2 PREMISES

2.1 Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, on the terms, covenants and conditions hereinafter set forth, the Property described on Exhibit A.

2.2 Landlord's Representations and Warranties. Landlord represents and warrants that, as of the Commencement Date (as defined herein) of this Lease, the following are true. These representations and warranties shall survive termination of the Lease.

2.2.1. That there are no liens or encumbrances on the Property and Landlord will

allow no liens or encumbrances to be placed on the Property during the term hereof, and that Landlord has disclosed to Tenant all information known or reasonably discernible by landlord relative to the condition of the Property.

2.2.2. That Tenant has neither caused nor contributed in any material respect to the release of regulated substances in, on or under the Property.

2.2.3. That Landlord has received no notice or report indicating that the Property or any part thereof is located within an area that has been defined by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental body as located in a flood plain area, a wetlands area or any area otherwise subject to special hazards, and

2.2.4 Landlord represents (a) excepting only those matters specifically set forth in SCI Engineering's Leachate Sampling Report dated July 1997, Phase I Environmental Assessment dated January 1998, and Leachate Sampling Report dated July 1999, the Property is in compliance with all Environmental Laws (as hereinafter defined), (b) no notice, demand, claim or other communication has been given to or served on Landlord, and Landlord has no knowledge of any such notice given to previous owners or tenants of the Property, from any entity, governmental body or individual claiming any violation of any Environmental Law (as defined herein) or demanding payment, contribution, indemnification, remedial action, removal action or any other action or inaction with respect to any actual or alleged environmental damage or injury to persons, property or natural resources (any of the foregoing, whether now existing or hereafter brought, is herein called a "Claim"), and no basis for any Claim exists; (c) no underground storage tanks are currently located on the Property; (d) the soil, surface water and ground water of, under, or on the Property are free from any Hazardous Material (as hereinafter defined); (e) the Property has never been used for or in connection with, and the Landlord shall not permit or acquiesce in the use for or in connection with the manufacture, refinement, treatment, storage, generation, transport or hauling of any Hazardous Material in excess of levels permitted by applicable Environmental Laws or the disposal of any such material; (f) no Hazardous Material has been discharged, dispersed, released, stored, disposed of, or allowed to escape on, under or in the Property; (g) no asbestos or asbestos-containing materials have been installed, used, incorporated into or disposed of on the Property; (h) no polychlorinated biphenyls ("PCBs") are or ever have been located on, in, or used in connection with the Property; and (i) no investigation, administrative order, administrative order by consent, consent order, agreement, litigation or settlement is proposed or in existence or, to the best knowledge of Landlord, threatened or anticipated, with respect to or arising from the presence of any Hazardous Material or the transport of Hazardous Material with respect to the Property.

ARTICLE 3

TERM

3.1. Term. The term of this Lease shall commence on October 8, 1999 (the "Commencement Date") or as soon thereafter as Chicago Title Insurance Company is able to issue

a leasehold title insurance policy in favor of Tenant of \$475,000.00 reflecting title in the name of Landlord and no unpaid taxes, mortgages, liens or encumbrances which Landlord shall provide, and shall expire on October 8, 2029.

3.2 Termination. If at any time during the term of this Lease Tenant is dissatisfied with the (i) status or procedure of Closure (as defined herein) of the landfill or landfills located on the Property required by the State, federal government, Environmental Protection Agency, local authorities or local health organization, or (ii) negotiations respecting the Closure, remediation or other matters pertaining to Environmental Laws, Tenant shall have the right to terminate this Lease and all money remaining on deposit in the Escrow Account (as defined herein) shall be automatically paid to Tenant. Tenant shall not require the consent of Landlord to withdraw all funds remaining in the Escrow Account upon termination. Landlord shall have no obligation to reimburse Tenant for any advance payments of rent for which funds are no longer held on deposit in the Escrow Account.

ARTICLE 4 RENT

4.1. Rent. Commencing on the Commencement Date, and continuing thereafter during the term of this Lease, the monthly rent shall be \$1,416.66. Rent shall be due in advance on the first day of each month, except that no monthly rent shall be paid until all prepayments of rent have been applied. Rent shall be paid into the Escrow Account.

4.1.1. Prepayment of Rent in Advance. On or prior to the Commencement Date, Tenant shall pay a total of \$208,210.00 into an escrow at Chicago Title and Trust Company, 23 Public Square Suite 310, Belleville, IL 62226, (the "Escrow Account") as a prepayment of rent. Escrow fees and charges shall be paid by the parties as is customary. All prepayments of rent shall be applied and credited as rent becomes due. Landlord must use such funds to pay in full Landlord's mortgage to Carolyn Smistik, Trustee dated October 9, 1979 (recorded as Document No. A638050 in Book 2475 at Page 1411) which shall be paid directly from the Escrow Account. Landlord acknowledges Tenant's deposit of \$50,000.00 of said \$208,210.00 into the Escrow Account prior hereto.

4.1.2. Additional prepayments of Rent. Tenant, upon the request of Landlord, may deposit into an escrow account at West Pointe Bank and Trust ("Escrow Account") such additional sums as prepayment of rent as Tenant, in its sole discretion, considers appropriate. Landlord shall only be entitled to draw against the funds in the Escrow Account for (1) rent, as and when it becomes due only when all prepayments have been credited to rent, and subject to 4.1.3 below; (2) to pay the expenses relating to the Closure of the landfill or landfills on the Property and any remediation or response relating thereto required by relevant authorities as prerequisite to Closure of such landfill or landfills; (3) to pay expenses of Post-Closure care, (4) to construct and maintain any "structural components" as defined in 415 ILCS 5/22.360; or (5) to satisfy the indemnity set forth in Paragraph 8.2.2 hereof.

4.1.3 Closure, Post-Closure, Monitoring and Remediation Costs. In the event any of the Agencies requires monitoring, remediation or other steps to determine the nature and existence of any Hazardous Materials on the Property or the remediation thereof, all costs and expenses thereof shall be first paid out of the Escrow Account and in the event the Escrow Account does not contain enough funds to cover such expenses, Landlord shall be responsible for the payment thereof. All rent shall be used by Landlord to pay remediation expenses referred to in paragraph 4.1.2(2) and (3) above until Closure and Post-Closure have been completed. In no event shall Tenant be obligated to pay any such costs. Any such payments from the Escrow Account shall be considered prepayment of rent. Notwithstanding anything in this Lease to the contrary, Landlord shall not be liable to Tenant for interference or interruption of Tenant's use and enjoyment of the Property which occurs as a result of Landlord's performance of its duties under this Lease and Landlord shall not be deemed in breach of any express or implied covenant of quiet enjoyment hereunder as a result of any activities taken by Landlord in compliance with the provisions of this Lease. Landlord shall use all reasonable efforts not to interfere with Tenant's use of the Property.

ARTICLE 5 USE

5.1. Use. Tenant shall use and occupy the premises only as a public parking lot and such related activities as may be normally associated with a similar operation.

ARTICLE 6 MAINTENANCE AND REPAIRS

6.1. Maintenance Obligations. Tenant agrees to improve the Property as a parking lot, including lighting and other amenities deemed necessary to accommodate parking on the Property, in Tenant's discretion, and to maintain such improvements during the term hereof at its sole cost and expense. Notwithstanding the foregoing, Tenant shall not be responsible to improve, maintain, repair or replace improvements on the Property if such improvement, repair, or maintenance is necessary to comply with the Environmental Laws, which improvement, maintenance, replacement or repair shall be the sole responsibility of Landlord.

ARTICLE 7 REMEDICATION OF HAZARDOUS MATERIALS

7.1. Condition of Premises. Landlord acknowledges that it is Landlord's responsibility to comply with all laws with respect to the Closure of the landfill, and the monitoring, containment and clean up of all Hazardous Materials in, on or about the Property. Landlord acknowledges that Tenant shall have no responsibility for monitoring, containment or clean up of Hazardous Materials in, on or about the Property and hereby agrees to indemnify and forever hold Tenant free and harmless from any claims, demands, costs, damages, attorneys fees and expenses related thereto.

7.2 Compliance with Laws. Landlord shall, during the term of the Lease, fully comply with all state and federal Laws in compliance with Agency matters.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1. Liability Insurance.

8.1.1 Tenant, at its cost, shall take out and keep in force during the term of this lease, comprehensive public liability and property damage insurance, and general liability insurance, on an occurrence basis, in an amount not less than \$1,000,000.00 combined single limits, insuring against bodily injury and/or death to persons, damages to property and all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the premises, excluding the sole negligence of Landlord and excluding injury or liability arising from environmental conditions. All such insurance shall insure performance by Tenant of the indemnity provisions of this Lease. Landlord shall be named as an additional insured, and the policy shall provide coverage for personal injury and contractual liability.

8.1.2 Landlord, at its cost, shall take out and keep in force during the term of this lease, comprehensive public liability and property damage insurance, and general liability insurance, on an occurrence basis, in an amount not less than \$1,000,000.00 combined single limits, insuring against bodily injury and/or death to persons, damages to property and all liability of Landlord and its authorized representatives arising out of and in connection with any work done on the Property on behalf of Landlord, excluding the sole negligence of Tenant, and insuring performance by Landlord of the indemnity provisions of this lease. Tenant shall be named as an additional insured, and the policy shall provide coverage for personal injury and contractual liability.

8.2 Indemnity.

8.2.1 Tenant hereby covenants and agrees to hold harmless Landlord from any and all liability, loss, costs, charges, penalties, obligations, expenses, reasonable attorneys' fees, litigation, judgments, damages, claims and demands of any kind whatsoever in connection with, arising out of or by reason of, any violation of the Lease or of any Law, by Tenant, its authorized representatives, customers or business invitees, or by reason of any injury or damage however occurring to any person or persons whomsoever (including Tenant, its authorized representatives, customers or business invitees), or to property of any kind whatsoever and to whomsoever belonging (including Tenant, its authorized representatives, customers or business invitees) while in, upon, about or in any way connected with the Property or any portion thereof during the term of this lease. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the premises arising from Tenant's use of the Property as a parking lot. Notwithstanding the foregoing, Tenant shall not be responsible for nor hold Landlord harmless for any injury, death or damage relating to any matter resulting from,

relating to or caused directly or indirectly by Landlord's negligence or relating to, caused by (directly or indirectly) any Hazardous Materials located on the Property (despite any knowledge by Tenant of such existence).

8.2.2 Landlord hereby covenants and agrees to hold harmless Tenant and its grantees from any and all liability, loss, charges, penalties, obligations, expenses, liens, administrative orders and notices, costs (including without limitation response and/or remedial costs), personal injuries, fines, penalties and expenses, including reasonable attorneys', consultants' and experts' fees, litigation, court costs and other out-of-pocket expenses, judgments, damages, claims and demands of any kind whatsoever suffered by Tenant as the result of any breach of this Lease by Landlord, the environmental condition of the Property, the former landfill or landfills on the Property, soil and/or ground water contamination, all on-sight and off-sight remediation or response pertaining to the Property, and Environmental Law obligations or violation of Law by Landlord, its predecessors, agents, and representatives.

ARTICLE 9

BUSINESS INTERRUPTION AND/OR DESTRUCTION OF PREMISES

9.1. Damage Restoration. If during the term, the Property is totally or partially destroyed or rendered totally or partially inaccessible or unusable, within thirty (30) days of the event causing the destruction or inaccessibility, Landlord shall determine whether Landlord will to restore the Property. If Landlord elects to restore the property, Landlord must commence restoration within thirty (30) days. During the time the property was rendered totally or partially unusable as a parking lot, rent shall abate. If Landlord elects to restore the Property, it must be restored to substantially the same condition as it was immediately before destruction or event which causes the interruption or inaccessibility. If Landlord does not restore the Property, Tenant may elect to terminate this Lease and all prepaid rent then remaining in the Escrow Account shall be immediately refunded from the Escrow Account.

ARTICLE 10

UTILITIES, TAXES AND INSURANCE

10.1. Tenant shall pay for all electricity, water (including sewer fees and/or taxes or levies based on water consumption), gas, heat, and other utilities and services (including meters, if any) supplied to the Property during the term hereof.

10.2. During the term hereof, Tenant shall pay all real property taxes and assessments related to the Property in a timely manner. Notwithstanding the foregoing, Tenant shall not be responsible for any assessments relating to environmental conditions, or for taxes or assessments relating to a time period prior to the commencement or after termination of this Lease.

10.3. Tenant shall pay all fire and extended liability insurance coverage on the Property during the term hereof.

ARTICLE 11
ASSIGNMENT AND SUBLETTING

11.1. Consent Required. Any assignment or subletting of the Property by Tenant shall require the prior written consent of Landlord, which shall not be unreasonably withheld.

ARTICLE 12
DEFAULTS; REMEDIES

12.1. Default by Tenant. The occurrence of any one or more of the following events shall constitute a default and a breach of this Lease by Tenant:

12.1.1. Failure to pay rent or any other required payment when due, if the failure continues for ten (10) days after notice has been given to Tenant.

12.1.2. The failure of Tenant to observe or perform any covenant, condition or provision of this Lease to be observed or performed by Tenant (except where a different time period is specified in this Lease) where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant. In the event that such cure cannot be performed within thirty (30) days, but Tenant has commenced the cure within such thirty day time period, Tenant shall not be considered to be in default.

12.1.3 If Landlord is in default which it fails to cure, then in addition, Tenant shall retain any and all rights and remedies available to it at law or in equity, including, but not limited to, the right to sue for damages or for specific performance. Tenant's remedies shall be deemed cumulative and not exclusive.

12.2. Default by Landlord. The occurrence of any one or more of the following events shall constitute a default and a breach of this Lease by Landlord:

12.2.1 A breach of Landlord's representations and warranties;

12.2.2 The failure of Landlord to observe or perform any covenant, condition or provision of this Lease to be observed or performed by Landlord (except where a different time period is specified in this Lease) where such failure shall continue for a period of thirty (30) days after written notice thereof from Tenant to Landlord. In the event that such cure cannot be performed within thirty (30) days, but Landlord has commenced the cure within such thirty day time period, Landlord shall not be considered to be in default.

12.2.3 If Tenant is in default which it fails to cure, then in addition, Landlord shall retain any and all rights and remedies available to it at law or in equity, including, but not limited to, the right to sue for damages or for specific performance. Landlord's remedies shall be

deemed cumulative and not exclusive.

12.3. Return of Escrow Account Funds Upon Termination. If this Lease is terminated for any reason other than due to Tenant's default, then all funds remaining in the Escrow Account shall be promptly returned to Tenant.

12.4. Remedies. If either party commits a default, the other may, without further notice terminate this Lease. Acts of maintenance, efforts to relet the Property, or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this lease shall not constitute a termination of Tenant's right to possession.

ARTICLE 13 PURCHASE OBLIGATION

13.1. Tenant's Obligation to Purchase. Tenant shall be obliged to purchase the Property in accordance with the terms of the Real Estate Sale Contract attached hereto as Exhibit B, provided Tenant shall only be obligated to do so upon the completion of Closure or prospective and continuing Post Closure care, in Tenant's sole discretion, satisfaction and judgment, including but not limited to the following:

A. receipt by the Tenant of appropriate documentation from the Agencies directed to Landlord (i) approving Landlord's plan implementing remediation, Closure and Post Closure obligations ("Closure Plan"), (ii) notifying Landlord that the solid waste landfill(s) and waste management site(s) previously in operation on the Property ("Landfills") are (A) closed pursuant to Landlord's approved Closure Plan (which Closure Plan shall have disclosed fully Tenant's plans to construct parking facilities and associated structures on the Property and use the Property during the period of the Lease and thereafter as a parking facility and for other related purposes, and such use shall be compatible with such Closure Plan) or (B) shall be closed subject to post closure obligations of Landlord at time no greater than five (5) years after the Commencement Date of the Lease, (C) that Landlord has fully met the closure requirements of the Agencies, and (D) that Landlord has complied or has implemented the means to comply with the terms of requirements of the Environmental Laws and other statutes, regulations and ordinances, including but not limited to post closure care of the landfills on the Property;

B. written verification by Agencies that on account of the past operation of landfills, remediation of any soil, groundwater or surface water corrective action has been accomplished to Agencies' satisfaction and that no further remediation is necessary on, in or at the Property or adjacent properties;

C. written verification from the Agencies as to the terms and conditions of prospective obligations respecting the post closure care of the Landfills, including but not limited to, (i) the acquisition and maintenance of financial assurance for closure and post closure care and maintenance, including but not limited to, closure insurance or surety bonds, (ii) leachate and other monitoring, (iii) installation and maintenance of "structural components", as defined in

415 ILCS 5/22.36(b) and as may be amended from time to time during Landlord's continuing responsibilities hereunder, and (iv) any other requirement of the Agencies or the Environmental Laws;

D. Landlord's written acknowledgment that Tenant has no obligations respecting Landlord's responsibilities in subparagraphs (A)-(C) hereof, that Tenant has had no part in the ownership or operation of the Landfills, and that Landlord has a continuing obligation to indemnify Tenant respecting those obligations, as part of Landlord's indemnification obligations set forth above.

E. Tenant agrees for itself, its employees, agents, invitees, contractors, lessees, lenders, affiliates, successors and assigns not to (i) unreasonably interfere with the performance of any remedial work hereunder or (ii) contribute to or exacerbate the environmental conditions of the Property. Additionally, Tenant agrees to promptly provide Landlord with copies of all correspondence, including without limitation reports and other data, with IEPA concerning the environmental conditions existing on the Property.

F. Landlord agrees for themselves, their employees, agents, invitees, contractors, lessees, lenders, affiliates, successors and assigns not to exacerbate the environmental conditions of the Property.

G. To the extent that, as the sole result of Tenant's activities on the Property, any environmental remediation work is required, the expense of such remediation shall be the sole expense of Tenant.

13.2 At the closing on the Real Estate Sales Contract attached hereto as Exhibit B, Tenant shall be entitled to apply against the purchase price therein all rent paid hereunder, including but not limited to prepaid rent under paragraphs 4.1.1 and 4.1.2.

ARTICLE 14 GENERAL PROVISIONS

14.1. Severability. The invalidity of any provision of this lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision thereof.

14.2. Captions. Article and section captions are not a part hereof.

14.3. Incorporation of Prior Agreements. This lease and exhibits hereto contain all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This lease may be modified in writing only, signed by the parties in interest at the time of the modification.

14.4. Notices. Any and all notices and demands by or from Landlord to Tenant, or by or

from Tenant to Landlord, required or desired to be given hereunder, shall be in writing, and shall be validly given or made if served either personally, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested to the addresses set forth below. If such notice or demand be served personally, service shall be conclusively deemed made at the time of such personal service. If such notice or demand be served by registered or certified mail in the manner herein provided, service shall be conclusively deemed made two (2) days after the deposit thereof in the United States mail, addressed to the party to whom such notice or demand is to be given as hereinafter set forth. Any party hereto may change its address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the other party hereto.

Landlord:	With Copy to:	Donald Wehl, Esq. Greensfelder Hemker & Gale 33 Bronze Pointe Blvd Swansee, IL 62226
Ronald and Donna Hayden 625 E. Clinton St. Caseyville, IL 62234		

Tenant:	With Copy to:	Klaus M. Belohoubek, Esq. Dover Downs Entertainment, Inc. 2200 Concord Pike Wilmington, DE 19803
Gateway International Motorsports Corporation 3000 Pacific Avenue Long Beach, CA 90806		

14.5. Waivers. No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to, or approval of, any subsequent act by Tenant. The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

14.6. Recording Memorandum of Lease. The parties shall agree upon a form of Memorandum of Lease and record the same. The cost of recording shall be shared equally by the parties and paid out of escrow.

14.7. Holding Over. If Tenant remains in possession of the premises, or any part thereof, after the expiration of the term hereof, without the express written consent of Landlord, such occupancy shall be a tenancy from month-to-month at a rental in the amount equal to the monthly rental immediately preceding the expiration date, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month-to-month tenancy.

14.8. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

14.9. Covenants and Conditions. Each provision of this lease performable by Landlord and/or Tenant shall be deemed both a covenant and condition.

14.10. Binding Effect; Choice of Law. Subject to any provisions hereof restricting assignment or subletting by Tenant, this lease shall bind the parties, their personal representatives, successors, and assigns. This lease shall be governed by and be construed and interpreted in accordance with the laws of the State of Illinois.

14.11. Attorney Fees. In the event there is a default hereunder by either party, and the other party engages an attorney to prepare a notice or notices and/or to otherwise communicate with the defaulting party, then the defaulting party shall be liable to the other party for its reasonable attorney fees incurred by it for such services. If either party commences an action or arbitration proceeding against the other party arising out of or in connection with this lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney fees and costs.

14.12. Merger. The voluntary or other surrender of this lease by Tenant, or a mutual cancellation hereof, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subtenancies, or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

14.13. Corporate Authority. Each corporation signing this Lease represents and warrants that it is a corporation in good standing. Each individual executing this lease on behalf of Tenant, if a corporation, represents and warrants that he is duly authorized to execute and deliver this lease on behalf of said corporation, in accordance with a duly adopted resolution of the board of directors of said corporation, and that this lease is binding upon said corporation in accordance with its terms.

14.14. Landlord's Entry on Premises. Landlord and its authorized representatives shall have the right to enter the Property at all reasonable times for any of the following purposes, provided Landlord gives Tenant forty-eight (48) hours prior notice.

14.14.1. To determine whether the Property is in good condition and whether Tenant is complying with its obligations under this lease.

14.14.2. To perform any monitoring, testing, remediation required by law, and to make any restoration to the Property that Landlord has the right, option, or obligation to perform, subject to Paragraph 9.1.


14.15. Liens Except for any work caused or directed to be caused by Landlord, Tenant shall at all times indemnify, save and hold Landlord harmless and the premises free, clear and harmless from any claims, liens, demands, charges, encumbrances or litigation arising directly or indirectly out of any use, occupancy or activity of Tenant, or out of any work performed, material furnished, or obligations incurred by Tenant in, upon, about or otherwise in connection with the premises.

14.16. Exhibits. All exhibits attached hereto and referred to herein are hereby incorporated herein as though set forth at length.

14.17. Broker. Each party represents that it has not had dealings with a real estate broker, finder, or other person, with respect to this lease. Each party shall hold harmless the other party from all damages resulting from any claims that may be asserted against the other party by any broker, finder or other person with whom the other party has or purportedly has dealt.

IN WITNESS WHEREOF the parties hereto have set their hands as of the date first above written.

GATEWAY INTERNATIONAL
MOTORSPORTS CORPORATION

By 
CHRISTOPHER R. POOK,
Executive Vice President
"TENANT"

HAYDEN WRECKING CORPORATION


RONALD HAYDEN, President

"LANDLORD"

EXHIBIT A**Legal Description of Premises**

Part of the Southwest Quarter of Section 5 in Township 2 North Range 9 West of the Third Principal Meridian. St. Clair County, Illinois, more particularly described as follows, to wit:

Commencing at the intersection of the East Right of Way line, of State Bond Issue Route No. 4 and the North line of the Southwest Quarter of the Southwest Quarter said Section 5; running thence East along the North line, of the Southwest Quarter of the Southwest Quarter of said Section 5 to the east line of the Southwest Quarter of the Southwest Quarter of said Section 5; running thence South along the East line of said Southwest Quarter of the Southwest Quarter of said Section 5 to its intersection with the North Right of Way line of Frontage Road B of Federal Aid Interchange 70, (reference being had to the plat thereof recorded in His Records Office of St. Clair County, Illinois, in Book of Plats 53 on, page 30; running thence on a curve to the Right (said curve having a Radius of 1206.23 feet) along the Right of Way line of said Frontage Road B to its intersection with the East Right of Way line of said State Bond Issue Route No. 4, running thence North along the Right of Way line of State Bond Issue Route No. 4 to the point of beginning.

Situated in St. Clair County, Illinois.

08/02/99 12:08 819 8984

JOHNSON AGENCY

003



REAL ESTATE SALE CONTRACT

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE
COMMERCIAL SALE CONTRACT APPROVED BY THE BELLEVILLE AREA ASSOCIATION OF REALTORS®, INC.

DATE October 8, 1999

SELLER HAYDEN Wrecking Corporation, a Missouri BUYER Gateway International Motorsports Corp.
 SSN/FEIN CORPORATION SSN/FEIN ILLINOIS CORPORATION

SELLER _____ BUYER _____

SSN/FEIN _____ SSN/FEIN 37-1334555

ADDRESS 625 E. Clinton St. ADDRESS 3000 Pacific Ave.

CITY Caseyville STATE IL ZIP 62234 CITY Long Beach STATE CA ZIP 90805

ATTORNEY Donald Wehl ATTORNEY _____

LISTING BROKER Kenneth Johnson PHONE _____ CO-OP BROKER _____ PHONE _____

AGENT Wayne Barber PHONE _____ AGENT _____ PHONE _____

1. OFFER AND ACCEPTANCE. These terms shall constitute an offer which shall expire and earnest money shall be returned, unless the offer is accepted on or before 10/8/99, 1999 at 9:00 o'clock a. M.

2. MUTUAL COVENANTS. Seller(s) agree to sell and Buyer(s) agree to purchase the following described real estate or property, together with all appurtenances thereon, upon the terms set forth in this Contract: (legal description/parcel number) 02-05.0-300-018
(per legal description attached)

_____ in the book of plats _____ on page _____ situated in St. Clair County, Illinois, and commonly known as _____ with approximate lot size of 15.87 acres subject to survey _____ title to be taken as Gateway International Motorsports

3. PURCHASE PRICE. Buyer(s) agree to pay to Seller(s) the total sum of Four Hundred Seventy Five Thousand Dollars (\$ 475,000.00). Buyer(s) have paid 13,500 Dollars (\$ _____) as earnest money and on or before Oct 8, 1999 will pay an additional sum of (see Lease and Addendum) Dollars (\$ _____) to be held in the trust account of _____ for delivery to Seller(s) at time of Closing. The balance of the purchase price, adjusted by prorations and credits allowed the parties by this Contract, shall be paid to Seller(s) at Closing.

4. CLOSING. Closing date is defined as the day on which the instruments conveying title are placed on record. The sale under this Contract is to be closed on or before 30 days after Buyer becomes obligated to purchase under the lease dated 10/8/99 subject to other provisions of this Contract.

5. POSSESSION. The Seller(s) agrees to vacate or cause to be vacated the above premises on or before the closing date 10/8/99 to tenants in possession, leaseholds, and all rights thereunder.

6. PERSONAL PROPERTY. It is understood and agreed that all window treatments/accessories, light fixtures and ceiling fans, _____ window air conditioners, LP tank (LEASED/OWNED), garage door opener & _____ remote units, sump pump, carpeting, security systems (LEASED/OWNED), telephone system, appurtenances, fixtures, equipment and attached articles and the following items which Seller(s) declare they own are included in the above mentioned price _____

CAUTION: THIS WILL BE A LEGALLY BINDING CONTRACT WHEN SIGNED IF YOU DO NOT UNDERSTAND THE TERMS, SEEK LEGAL COUNSEL BEFORE SIGNING. THIS CONTRACT INCLUDES 1 NUMBER OF THE FOLLOWING ADDITIONAL PRE-PRINTED ADDENDUMS IDENTIFIED BY LETTERS _____ Financing - Addendum 'A' Contingent on Sale of Buyer's Property - Addendum 'B' Counteroffer - Addendum 'C' Inspection - Addendum 'D' Repairs - Addendum 'E' Installment Land Contract - Addendum 'G' Secondary Contract - Addendum 'Y' Zoning/Use/Survey - Addendum 'Z'

REVERSE SIDE OF THIS CONTRACT IS MADE A PART OF THIS CONTRACT.
 The undersigned confirm that they have previously consented to _____ ("Licensee"), acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this Contract.
Seller-Client's Initials: _____ Buyer-Client's Initials: _____

SELLER(S) SIGNATURES:
HAYDEN WRECKING CORPORATION
 By: Wayne Barber, President
 DATE October 8, 1999 TIME 2:00
 WITNESS OF ACCEPTANCE _____
 RECEIVED BY LISTING AGENCY _____
 DATE _____
 BY _____

BUYER(S) SIGNATURES:
GATEWAY INTERNATIONAL MOTORSPORTS CORPORATION
 By: _____
 DATE 10/8/99 TIME 2:15
 I HEREBY ACKNOWLEDGE RECEIPT OF \$ _____
 EARNEST MONEY MENTIONED ABOVE
 BY _____

- 8. COMPLIANCE WITH LAW: Buyer(s) and Seller(s) agree to make all disclosures and do all acts necessary to comply with the provisions of the Real Estate Settlement Procedures Act of 1974 as amended. Buyer(s) and Seller(s) further agree to make all disclosures and do all acts necessary to satisfy the requirements of the mortgage lender or closing agent to permit compliance with the provisions of the Internal Revenue Code and other federal and state laws and regulations. In the event that either party shall fail to make appropriate disclosure or take appropriate actions when cited, such failure shall be considered a breach by that party.
- 9. DEED OF CONVEYANCE. As soon as practicable Seller(s) shall execute a Deed sufficient to convey the real estate to Buyer(s) or their nominee, in fee simple absolute, subject only to exceptions permitted herein, and delivered to Buyer(s) at closing of this transaction upon Buyer's compliance with the terms of this Contract. Seller(s) shall pay for Revenue Stamps. In the event the property to be conveyed is personal property, Seller(s) shall execute all necessary documents to convey the personal property to Buyer(s) or their nominee, free and clear of any liens or encumbrances, unless so permitted by agreement of the parties.
- 10. TAXES, ASSESSMENTS AND PRORATIONS. Real Estate Taxes apportioned through date of closing shall be Seller's expense. The prorations thereof shall be calculated upon the basis of the current tax information, including confirmed multipliers, transfer tax and a special assessment which are a lien upon the property, and shall release Seller(s) from any further liability to Buyer(s) in connection therewith. Further, if applicable, all rents shall be prorated to the date of closing and all security deposits shall be assigned to the Buyer(s), unless otherwise agreed in writing.
- 11. INSURANCE. If after Contract is executed the premises be destroyed or damaged by fire, water, or other casualty, the Buyer(s) shall have the option of canceling or enforcing the contract within fourteen days after the occurrence of said loss. If enforced, Buyer(s) shall have obligation of restoration and shall be subrogated to all of Seller's claims under his insurance policies but Seller(s) shall thereby be entirely relieved from any cost or expense of restoration. If canceled, earnest money deposit shall be returned to Buyer(s). In either event, agent shall receive full sale commission from the Seller(s).
- 12. EVIDENCE OF TITLE. Within a reasonable time Seller(s) shall deliver ~~proof of title~~ to Buyer(s) as evidence of Seller's title: (A) a Commitment for Title Insurance issued by a title insurance company regularly doing business in the County where the premises are located, commencing the company to issue a policy in the usual form insuring title to the real estate in Buyer's name for the amount of the purchase price; ~~(B) a title insurance policy issued by a title insurance company regularly doing business in the County where the premises are located, commencing the company to issue a policy in the usual form insuring title to the real estate in Seller's name for the amount of the purchase price; and (C) a title insurance policy issued by a title insurance company regularly doing business in the County where the premises are located, commencing the company to issue a policy in the usual form insuring title to the real estate in Buyer's name for the amount of the purchase price.~~ **Purchaser's proposed**
~~Permissible exceptions to the shall include only the lien of general taxes, zoning laws and building and sanitary, easements, encroachments of record, which do not underlie the improvements; covenants and restrictions of record which are not violated by the use of the property, improvements or use of the property and which do not restrict reasonable use of the property; and any other matters if not owned by Seller(s) and not in violation of the Illinois Condominium Property Act.~~
~~In the event the property to be sold hereunder is a condominium unit, the Seller(s) shall deliver to Buyer(s) a copy of the Declaration of Condominium, the Bylaws, the Rules and Regulations, the minutes of the last meeting of the Board of Directors of the condominium association certifying payment of assessments for condominium common expenses, and a certificate of completion of work or termination of any right of first refusal or general option contained in the Declaration of Condominium together with any other documents required by the Declaration of Condominium. **SEE ADDENDUM**~~
~~Buyer(s) shall give written notice of exceptions, other than those so permitted, to Seller(s) within ten days after being furnished evidence of title. Seller(s) shall have a reasonable time to have such title exceptions removed. If Seller(s) are unable to cure such an exception, then Buyer(s) shall have the option to terminate this Contract, in which case Buyer(s) shall be entitled to refund of any payments made hereunder.~~
- 13. SURVEY. In the event a survey is required, it shall be drawn by a licensed Illinois Land Surveyor, and the cost thereof shall be paid by Buyer(s).
- 14. DEFAULT. Prior to the ~~closing or failure of the earnest money deposit(s)~~, ~~the parties shall execute a Release From Sales Contract agreement that is a consent to Refund or Forfeiture of the earnest money deposit(s). The failure of either party to comply with the terms of this Contract, including without limitation the default of the Seller(s) if due to a defect in title to such property which cannot be cured within reasonable time, shall constitute a breach of the Contract by the party to pay all damages, reasonable attorney's fees and expenses incurred by the other party because of that failure. In the event a dispute arises between the Seller(s) and the Buyer(s), and where Seller(s) and Buyer(s) will not execute a Mutual Release From Sales Contract agreement, the Real Estate Broker shall not disburse the money and may deposit the earnest money deposit(s) with a Court of competent jurisdiction. The Seller(s) and Buyer(s) shall become equally responsible for the Real Estate Broker's reasonable attorney's fees and all costs incurred. In the event the earnest money deposit(s) are insufficient to pay the Real Estate Broker's reasonable attorney's fees and court costs, the Seller(s) and Buyer(s) shall be responsible therefor. **SEE ADDENDUM**~~
- 15. MEDIATION CLAUSE. Seller(s) and Buyer(s) agree that any dispute or claim arising out of or relating to this Contract, the breach of this Contract or the services provided in relation to this Contract shall be submitted to mediation in accordance with the Rules and Procedures of the Real Estate/Member/Dispute Resolution System. Disputes shall include representations made by the Buyer(s), Seller(s) or any Real Estate Broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the property to which this Contract pertains, including without limitation allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding.
~~The following matters are excluded from mediation: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or deed contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanics lien; or (d) any matter which is within the jurisdiction of a probate court. The filing of a judicial action to enforce the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate. The provision shall survive the closing hereunder and shall not merge into the deed.~~
- 16. NOTICES. Any notice required under this Contract shall be given to the Seller(s) and Buyer(s), in writing, either personally or by Certified Mail, postage prepaid with Return Receipt Requested, at the last known address of the parties. All such notices shall be deemed to have been given on the date of personal service or on the date post marked. Such notice shall be sufficient if served upon or addressed to any one Seller or any one Buyer.
- 17. DISCLOSURE OF LOAN INFORMATION. The parties herein grant to Financial Institution(s) (Lender), the permission and authority to disclose loan information to Seller(s), Buyer(s), and their agent(s).
- 18. DISCLOSURE OF PREMISES 'AS IS'. ~~THE SELLER(S) AND THEIR AGENT(S) HAVE REPRESENTED TO THE BUYER(S) THAT THE SUBJECT PREMISES ARE BEING PURCHASED IN AN 'AS IS' CONDITION. FURTHER, THE SELLER(S) AND THEIR AGENT(S) DO NOT MAKE ANY WARRANTIES, GUARANTEES, OR REPRESENTATIONS CONCERNING THE CONDITION OF THE SUBJECT PREMISES, SPECIFICALLY INCLUDING, BUT WITHOUT LIMITATION, SUBSIDENCE, UNDERMINING, BETTLING, ASBESTOS, RADON GAS, DIOXIN, AND STORAGE OF HAZARDOUS CHEMICALS; OTHER THAN THOSE SPECIFICALLY SET FORTH IN WRITING IN THIS CONTRACT, THE BUYER(S) ACKNOWLEDGE THAT THEY ARE PURCHASING THE SUBJECT PREMISES IN AN 'AS IS' CONDITION, WITHOUT ANY WARRANTIES, GUARANTEES, OR REPRESENTATIONS OTHER THAN THOSE SPECIFICALLY SET FORTH HEREIN. FURTHER, THE BUYER(S) ACKNOWLEDGE THAT THEY HAVE BEEN AFFORDED AN AMPLE OPPORTUNITY, WITHOUT ANY RESTRICTION, TO INSPECT THE SUBJECT PREMISES AND ADJACENT AREAS THAT THEY MAY AT THEIR OWN RISK CAUSE AN INSPECTION OF THE PREMISES AND ADJACENT AREAS OF THE PROPERTY.~~ **SEE ADDENDUM**
- 19. DISCLAIMER. The Seller(s) and Buyer(s) acknowledge that Broker(s) and Designated Agent(s) are acting solely as real estate professionals, and not as attorneys, tax advisors, surveyors, structural engineers, inspectors, environmental consultants, architects, contractors, or other professional service providers.
- 20. ENTIRETY OF AGREEMENT. This Contract contains the entire agreement between the parties and NO ORAL REPRESENTATION, warranty or covenant other than those herein set forth.
- 21. TIME OF ESSENCE. The time for performance of the obligations of the parties is of the essence of this Contract.
- 22. GOVERNING LAW. The terms and provisions of this Contract shall be interpreted, subject to and governed by the laws of the State of Illinois.
- 23. GENDER. Words of any gender used in this Contract, shall be held and construed to include any other gender, and words in the singular shall beheld the plural, and vice versa, unless the context requires otherwise.
- 24. DISCRIMINATION. Seller(s) understand and acknowledges that it is illegal for either the REALTOR or Seller(s) to refuse to show or sell to any person because of race, color, religion, national origin, sex, handicap, or familial status.

EXHIBIT A**Legal Description of Premises**

Part of the Southwest Quarter of Section 5 in Township 2 North Range 9 West of the Third Principal Meridian, St. Clair County, Illinois, more particularly described as follows, to wit:

Commencing at the intersection of the East Right of Way line, of State Bond Issue Route No. 4 and the North line of the Southwest Quarter of the Southwest Quarter said Section 5; running thence East along the North line, of the Southwest Quarter of the Southwest Quarter of said Section 5 to the east line of the Southwest Quarter of the Southwest Quarter of said Section 5; running thence South along the East line of said Southwest Quarter of the Southwest Quarter of said Section 5 to its intersection with the North Right of Way line of Frontage Road B of Federal Aid Interchange 70, (reference being had to the plat thereof recorded in His Recorders Office of St. Clair County, Illinois, in Book of Plats 53 on, page 30; running thence on a curve to the Right (said curve having a Radius of 1206.23 feet) along the Right of Way line of said Frontage Road B to its intersection with the East Right of Way line of said State Bond Issue Route No. 4, running thence North along the Right of Way line of State Bond Issue Route No. 4 to the point of beginning.

Situated in St. Clair County, Illinois.

Addendum to Real Estate Sale Contract

This Addendum to Real Estate Sale Contract is attached to, incorporated by reference into and made a part of that certain Real Estate Sale Contract dated October 8, 1999 (the "Contract") by and between Hayden Wrecking Corporation ("Seller") and Gateway International Motorsports Corporation ("Buyer") for the purchase of certain unimproved real property described in the Contract (the "Property") and Buyer and Seller do hereby agree to modify and supplement the Contract as follows:

1. Survey. Buyer, at its expense, has or will obtain a survey prepared and certified as to all matters shown thereon by a registered, public surveyor. The general warranty deed to be executed and delivered by Seller at close will describe the Property as it is described in the deed by which Sellers acquired title, however at Buyer's option, Seller will also execute and deliver at close a quitclaim deed to the Property describing it in accordance with the Survey.

2. Environmental.

A. Seller's Warranties.

(1) Seller represents and covenants to Buyer that as of the Closing Date: (a) the Property is in compliance with all Environmental Laws (as defined in the Lease dated October 8, 1999 between Gateway and Hayden, hereinafter the "Lease"); (b) no notice, demand, claim or other communication has been given to or served on Seller and Seller has no knowledge of any such notice given to previous owners or Buyers of the Property, from any entity, governmental body or individual claiming any violation of any Environmental Law or demanding payment, contribution, indemnification, remedial action, removal action or any other action or inaction with respect to any actual or alleged environmental damage or injury to persons, property or natural resources (any of the foregoing, whether now existing or hereafter brought, is herein called a "Claim") which has not been resolved to the satisfaction of the claimant, and no basis for any Claim exists; (c) no underground storage tanks are currently located on the Property; (d) the soil, surface water and ground water of, under, or on the Property are free from any Hazardous Material (hereinafter defined); (e) the Property has never been used for or in connection with, and the Seller shall not permit or acquiesce in the use for or in connection with the manufacture, refinement, treatment, storage, generation, transport or hauling of any Hazardous Material in excess of levels permitted by applicable Environmental Laws or the disposal of any such material; (f) no Hazardous Material has been discharged, dispersed, released, stored, disposed of, or allowed to escape on, under or in the Property; (g) no asbestos or asbestos-containing materials have been installed, used, incorporated into or disposed of on the Property; (h) no polychlorinated biphenyls ("PCBs") are or ever have been located on, in, or used in connection with the Property; and (i) no investigation, administrative order, administrative order by consent, consent order, agreement, litigation or settlement is proposed or in existence or, to the best knowledge of Seller, threatened or anticipated, with respect to or arising from the

presence of any Hazardous Material or the transport of Hazardous Material with respect to the Property. If any such representation contained in this paragraph is in any manner materially inaccurate or any such warranty contained in this paragraph is in any way materially breached (collectively, a "Breach") and if such Breach gives rise or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Seller shall promptly take, at its sole cost and expense, any and all remedial and removal action as required by law to clean up the Property, mitigate exposure to liability arising therefrom, and keep the Property free of any lien imposed pursuant to any Environmental Law as a result of such Breach.

(2) For purposes hereof, "Hazardous Material" means hazardous substances, pollutants, contaminants, and solid waste, including but not limited to asbestos, asbestos-containing materials, PCBs, petroleum products, and any other pollutant, contaminant or substance, material or waste that is defined, determined or identified as such in ** (see note on page 2 of lease) any federal, state or local statute, law, regulation, ordinance, order or code, in each case as amended and whether now existing or hereafter enacted or promulgated, including, without limitation, the Illinois Environmental Protection Act and rules and regulations promulgated thereunder, and the Clean Water Act, 33 U.S.C. §1251 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. §3000(f) *et seq.*; the Toxic Substances Control Act, 15 U.S.C. §2601 *et seq.*; and the Clean Air Act, 42 U.S.C. §7401 *et seq.* and any state and local counterpart laws and regulations promulgated thereunder. (collectively, the "Environmental Laws").

(3) Additionally, but not in lieu of Seller's affirmative undertakings set forth in this Paragraph, Seller hereby indemnifies and agrees to defend and hold harmless Buyer and its grantees from and against any and all loss, including but not limited to debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interests, fines, penalties and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs and other out-of-pocket expenses, suffered or incurred by Buyer and/or its grantees as a result of any Breach, arising out of any matter, including landfill matters, all on-sight or off-sight remediation or response pertaining to landfill solid waste, leachates, soil and groundwater contaminants and other Environmental Law obligations or violations of the environmental laws.

(4) Seller further warrants and represents that it has received no notice or report indicating that the Property or any part thereof is located within an area that has been defined by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental body as located in a flood plain area, a "wetlands" area or any area otherwise subject to special hazards.

(5) A Breach of any of Seller's representations, warranties and covenants contained in this Paragraph shall be deemed a default by Seller. The representations, warranties and covenants contained herein shall survive the Closing of this transaction.

(6) In the event that there are any Hazardous Materials located on the Property, or other environmental condition that affects the Property and prevent development of the Property as Buyer intends, Buyer shall have the right to deduct any and all costs of response, or remediation of said Hazardous Materials or response to or remediation of other environmental condition from the Purchase Price or Seller shall have the option of performing such response to or remediation of at its own cost and expense.

B. Buyer's obligation to close the purchase is contingent upon Seller's completing Closure (as defined in the Lease) or prospective and continuing Post Closure care (as defined in the Lease), in Buyer's sole discretion, satisfaction and judgment, including but not limited to the following:

A. receipt by the Buyer of appropriate documentation from the Agencies (as defined in the Lease) directed to Seller (i) approving Seller's plan implementing remediation, Closure and Post Closure obligations ("Closure Plan"), (ii) notifying Seller that the solid waste landfill(s) and waste management site(s) previously in operation on the Property ("Landfills") are (A) closed pursuant to Seller's approved Closure Plan (which Closure Plan shall have disclosed fully Buyer's plans to construct parking facilities and associated structures on the Property and use the Property during the period of the Lease and thereafter as a parking facility and for other related purposes, and such use shall be compatible with such Closure Plan) or (B) shall be closed subject to post closure obligations of Seller at time no greater than five (5) years after the Commencement Date of the Lease, (C) that Seller has fully met the closure requirements of the Agencies, and (D) that Seller has complied or has implemented the means to comply with the terms of requirements of the Environmental Laws and other statutes, regulations and ordinances, including but not limited to post closure care of the landfills on the Property;

B. written verification by Agencies that on account of the past operation of landfills, remediation of any soil, groundwater or surface water corrective action has been accomplished to Agencies' satisfaction and that no further remediation is necessary on, in or at the Property or adjacent properties;

C. written verification from the Agencies as to the terms and conditions of prospective obligations respecting the post closure care of the Landfills, including but not limited to, (i) the acquisition and maintenance of financial assurance for closure and post closure care and maintenance, including but not limited to, closure insurance or surety bonds, (ii) leachate and other monitoring, (iii) installation and maintenance of "structural components", as defined in 415 ILCS 5/22.36(b) and as may be amended from time to time prior to closing, and (iv) any other requirement of the Agencies or the Environmental Laws;

D. Seller's written acknowledgment that Buyer has no obligations respecting Seller's responsibilities in subparagraphs (A)-(C) hereof, that Buyer has had no part in the ownership or operation of the Landfills, and that Seller has a continuing obligation to indemnify Buyer respecting those obligations, as part of Seller's indemnification obligations set forth above.

3. Credits to be Applied to Purchase Price. At the closing, Buyer shall be entitled to a credit of \$13,500 for funds previously expended by Buyer on Seller's behalf, and Buyer shall be entitled to credit and apply against the purchase price all rent paid under the Lease, including but not limited to prepaid rent under paragraphs 4.1.1 and 4.1.2 thereof.

4. This is the only addendum to the Contract. In the event of any inconsistency or contradiction between the terms of the Contract and this addendum, this Addendum shall control and supercede the Contract.

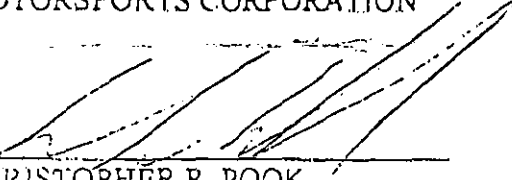
IN WITNESS WHEREOF the parties hereto have signed this Second Addendum as of the date of the last signature below.

Dated: 10/8/99

Dated: 10/8/99

GATEWAY INTERNATIONAL
MOTORSPORTS CORPORATION

HAYDEN WRECKING CORPORATION

By 
CHRISTOPHER R. POOK


By RONALD HAYDEN, President

ESCROW INSTRUCTIONS

TO: West Pointe Bank and Trust Company, Escrow Agent
5701 West Main Street
Belleville, IL 62226

RE: Escrow Account No. _____
Gateway International Motorsports Corporation
and Hayden Wrecking Corporation

DATE: October 8, 1999

1. From time to time Gateway International Motorsports Corporation (hereinafter "Gateway" or "Tenant") may hand you funds for deposit in the above escrow account (the "Escrow Account") pursuant to the terms of that certain Lease dated October 8, 1999 (the "Lease") between Gateway and Hayden Wrecking Corporation ("Hayden").

2. The lease provides that Hayden shall only be entitled to draw against the funds in the Escrow Account for (1) rent, as and when it becomes due under the Lease, a copy of which you have, only when all prepayments have been credited to rent, and subject to paragraph 3 below; (2) to pay the expenses relating to the Closure (as defined in the Lease) of the landfill or landfills on the Property and any remediation or response relating thereto required by relevant authorities as prerequisite to Closure of such landfill or landfills; (3) to construct and maintain any "structural components" as defined in 415 ILCS 5/22.360; or (4) to satisfy the indemnity set forth in Paragraph 8.2.2 of the Lease. You are only authorized to release funds for the benefit of Hayden for these purposes when you have received a written authorization signed by Gateway on the form attached hereto, and have no obligation to look into or determine the application of the funds so released.

3. The lease also provides that if at any time during the term of the Lease Gateway is dissatisfied with the (i) status or procedure of Closure (as defined in the Lease) of the landfill or landfills located on the leased property required by the State, federal government, Environmental Protection Agency, local authorities or local health organization, or (ii) negotiations respecting the Closure, remediation or other matters pertaining to Environmental Laws, Gateway has the right to terminate the Lease and all money remaining on deposit in the Escrow Account shall be paid to Gateway upon demand to the Escrow Agent by Gateway. Escrow Agent shall not require the consent of Hayden to withdraw all funds remaining in the Escrow Account upon termination of the Lease. Escrow Agent may rely without liability upon an affidavit signed by Gateway attesting to the fact that the Lease was terminated and you are authorized to release all funds remaining in the Escrow Account as of the date of receipt of such an affidavit from Gateway.


4. If, pursuant to the lease, Gateway becomes obligated to purchase the leased property, all funds deposited in the Escrow Account shall be credited toward the purchase price. You may rely without liability upon an affidavit signed by Gateway attesting to the fact that it has become obligated to purchase the leased property.

New escrow instructions will be executed for the purchase and sale of the Property.

5. These escrow instructions are not intended to amend, supercede or in any way modify the Lease dated October 8, 1999 between the parties. At all times the lease shall be deemed the controlling instrument. Certain provisions have been taken from the Lease for the purpose of setting forth Escrow Agent's duties and are not intended to set forth all of the provisions of the Lease.

6. Any dispute arising out of these escrow instructions shall be decided by neutral arbitration in accordance with the rules of the American Arbitration Association in accordance with Illinois law. Judgment upon the award entered by the arbitrator may be entered in any court of competent jurisdiction.

GATEWAY INTERNATIONAL
MOTORSPORTS CORPORATION

By: 
CHRISTOPHER R. POOK
Executive Vice President

HAYDEN WRECKING CORPORATION

By: 
RONALD HAYDEN
President

Exhibit B

A01579274

BOOK 3470 PAGE 1775

STATE OF ILLINOIS
ST. CLAIR COUNTY
FILED FOR RECORD IN
THE RECORDERS OFFICE

00 OCT -9 AM 8:30

M. T. [Signature]

RECORDER

CERTIFICATION

Hayden Wrecking Corporation, a Missouri Corporation, the owner of the real estate described in detail on the attached Exhibit A and depicted on the attached plat as the cross hatched area on Exhibit B being a St. Clair County Real Estate Parcel with the permanent index number 02-05-0-300-018 by its President, Ronald K. Hayden, states that the site is a former landfill that is completed and closed and will not be used further as a landfill.

The owner further states that this Certification and the attached EXHIBIT A and the attached EXHIBIT B are being recorded in compliance with 35 IAC Section 807.318(c).

IN WITNESS WHEREOF the above named owner has caused this Certification to be executed for recording on the 25th day of September, A.D., 2000.

HAYDEN WRECKING CORPORATION,

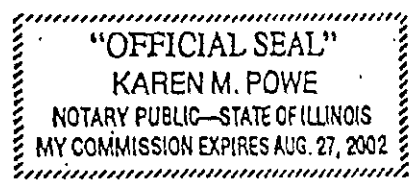
By *Ronald K. Hayden*
Ronald K. Hayden

Subscribed and sworn to before me, a notary public, this 25th day of September, A.D., 2000.

Ret

After Recording Return To:
Donald E. Wehl
33 Bronze Pointe
Swansea, Illinois 62226

Karen M. Powe
Notary Public



Part of the Southwest Quarter of Section 5 in Township 2 North Range 9 West of the Third Principal Meridian. St. Clair County, Illinois, more particularly described as follows, to wit:

Commencing at the intersection of the East Right of Way line, of State Bond Issue Route No. 4 and the North line of the Southwest Quarter of the Southwest Quarter said Section 5; running thence East along the North line, of the Southwest Quarter of the Southwest Quarter of said Section 5 to the east line of the Southwest Quarter of the Southwest Quarter of said Section 5; running thence South along the East line of said Southwest Quarter of the Southwest Quarter of said Section 5 to its intersection with the North Right of Way line of Frontage Road B of Federal Aid Interchange 70, (reference being had to the plat thereof recorded in His Recorder's Office of St. Clair County, Illinois, in Book of Plats 53 on, page 30; running thence on a curve to the Right (said curve having a Radius of 1206.23 feet) along the Right of Way line of said Frontage Road B to its intersection with the East Right of Way line of said State Bond Issue Route No. 4, running thence North along the Right of Way line of State Bond Issue Route No. 4 to the point of beginning.

Situated in St. Clair County, Illinois.

EXHIBIT A

MADISON CO.

SUR 622

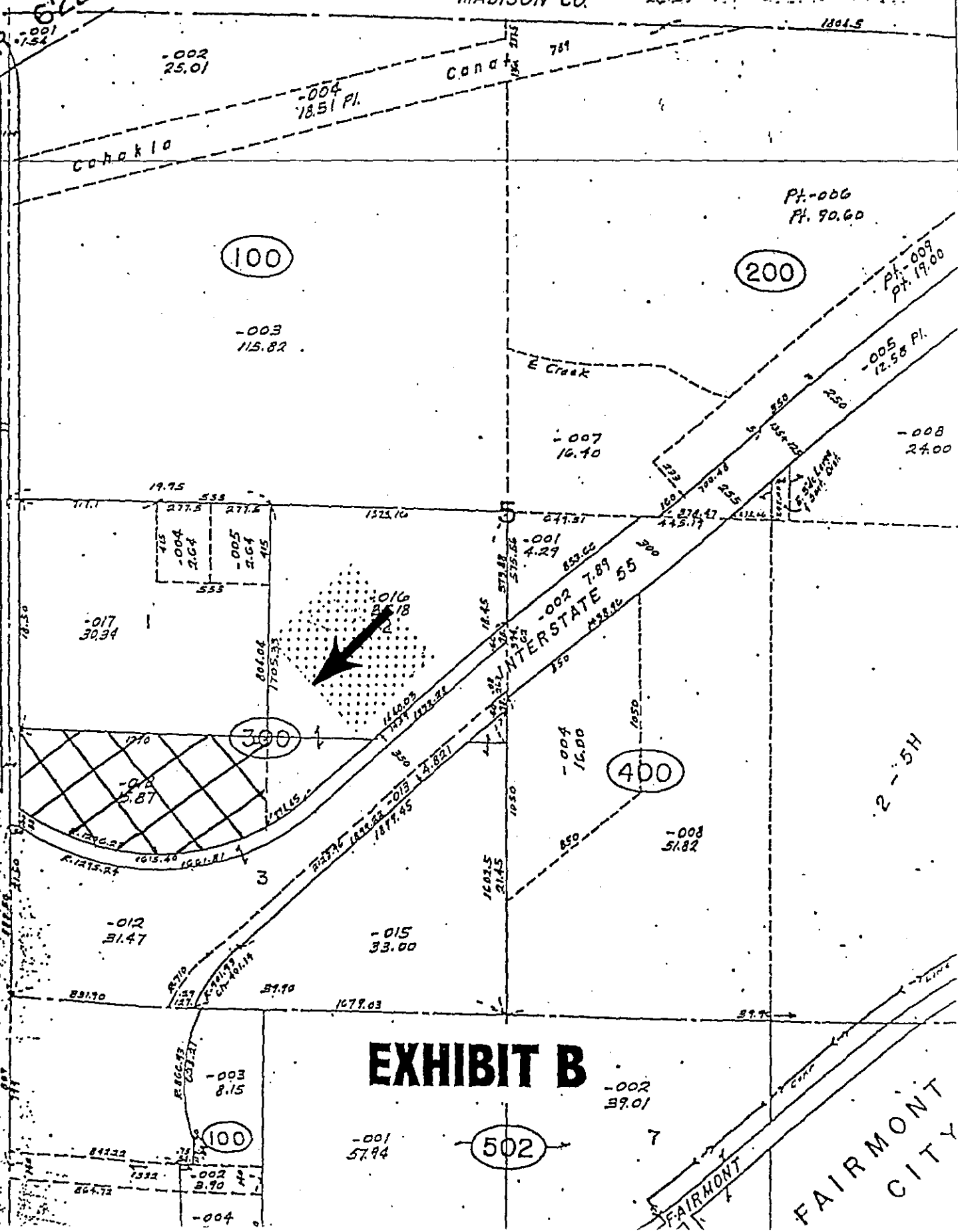


EXHIBIT B

FAIRMONT CITY

THE

IEPA SITE

NUMBERS FOR

THE PARCEL DESCRIBED

ON THE ATTACHED

EXHIBITS A AND B

ARE

1630000000

AND

1630450004

Exhibit C



**Environmental
Operations, Inc.**

November 16, 2001

Mr. Eugene P. Schmittgens, Jr., Esq.
Greensfelder, Hemker & Gale
2000 Equitable Building
10 South Broadway
St. Louis, MO 63102-1774

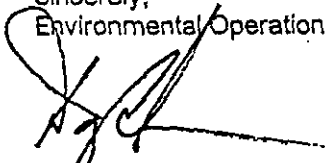
Subject: Information in Support of Petition
Hayden Landfill
Hayden Wrecking Corp.
Madison, IL

Dear Gene:

At your request, Environmental Operations, Inc. (EOI) is providing the attached information in support of your petition for an adjusted groundwater standard.

If you have any questions or require additional information, please contact me at (314) 241-0900. I will be out the week of Thanksgiving and also at a job site on November 26 and 27, if you need help during that time please call Darrel Wolff.

Sincerely,
Environmental Operations, Inc.



David B. Cornue, PG
Senior Project Manger

Environmental Consulting & Remediation

757 South Second Street • Saint Louis, Missouri 63102-1617 • 314-241-0900 • 314-436-2900 Fax

HAYDEN LANDFILL
INFORMATION IN SUPPORT OF GROUNDWATER ADJUSTED STANDARD PETITION

Paragraphs pursuant to 35 IAC 620.260(a-k).

(a). Groundwater for which reclassification is requested.

Based on Title 35 IAC Section 620.200, Groundwater Classification, and observations made during this and previous investigations, groundwater at the site is considered to meet the requirements of Class I Potable Resource Groundwater pursuant to 620.210. This is based on:

- Groundwater is located at depths of 10 feet bgs or greater and is within:
 - Unconsolidated soils in the transmissive zone are composed primarily of poorly graded, fine-grained sands.
 - The sandy soils present at the site are capable of a sustained yield in excess of 150 gallons per day (approximately 0.10 gpm).
 - Single well permeability tests for the subject site are not available. However, based on the soil descriptions from the on-site monitoring wells, and a nomograph presented as Table 2.2 in Freeze and Cherry (1979), it can reasonably be assumed that these fine-grained sandy soils have a hydraulic conductivity of 1×10^{-3} cm/sec.
 - The subject site is not located within the setback zone of a well that serves as a potable water supply.

Therefore, although the development of site groundwater as a potential potable resource will be precluded due to the existence of a local municipal ordinance, in accordance with IAC 620.210, the site groundwater is considered to be Class I Potable Resource Groundwater. Groundwater at the site is precluded from development as a potable resource due to the establishment of protective institutional controls (a municipal ordinance in the City of Madison, a highway authority agreement to the south, and an environmental land use control [ELUC] to the southeast). These institutional controls prevent the development of groundwaters within the site boundary for consumptive purposes. Therefore, although site groundwater is most appropriately classified as Class I, the institutional controls noted, may be employed at the subject site in order to eliminate the groundwater ingestion exposure route.

(b). Economic development.

(c). Existing and anticipated uses of groundwater.

Groundwater at the site is not currently exploited as a resource. Institutional controls will be implemented to prevent the development of groundwater as a resource at the site. Therefore, there will also be no future exploitation of the groundwater resource.

(d). Existing and anticipated quality of groundwater.

Groundwater is currently impacted with a variety of metals and organic chemicals. As noted in Item (e) below, the primary contaminants of concern are: arsenic, iron, lead, and manganese.

(e). Existing and anticipated contamination of groundwater.

Table 1 presents the results of available groundwater sampling conducted at the subject site in September 1999 (by SCI on behalf of Hayden), September 2000 (by SCI on behalf of Hayden), and April 2001 (by IEPA). The following bullets briefly describe trends and observations on the impacts to groundwater (only compounds for which a Class I RO is/was exceeded are discussed, all other compounds detected have not exceeded an applicable RO) :

- **Benzene** – was only detected in MW-3 during the 1999 monitoring event. The detected concentration exceeded Class I RO; however, there were no detectable concentrations of benzene in any of the monitoring wells during the 2001 monitoring event. MW-3 is located on the upgradient edge of the subject site; therefore, benzene is presumed to have been sourced from off-site and not from releases related to the subject site. Because benzene was previously only detected in one upgradient monitoring well and it is not present in any of the site monitoring wells at this time, benzene is not considered to require additional consideration relative to the subject site.
- **Benzo(a)pyrene** - was only detected in MW-4 during the 1999 monitoring event. The detected concentration exceeded Class I RO; however, there were no detectable concentrations of benzo(a)pyrene in any of the monitoring wells during the 2001 monitoring event. MW-4 is located on the upgradient east side edge of the subject site; therefore, benzo(a)pyrene is presumed to have been sourced from off-site and not from releases related to the subject site. Because benzo(a)pyrene was previously only detected in one upgradient monitoring well and it is not present in any of the site monitoring wells at this time, benzo(a)pyrene is not considered to require additional consideration relative to the subject site.
- **Dichloromethane (methylene chloride)** – was detected in several monitoring wells during the 1999 monitoring event. However, it was also detected at similar concentrations in a QA/QC blank sample for this event. Because dichloromethane is a common laboratory contaminant, it's presence in QA/QC samples sheds doubt on its actual presence in site groundwater, and it was not present in any of the site monitoring wells at this time, dichloromethane it is not considered to require additional consideration relative to the subject site.
- **PCBs** – were only detected in MW-3 during the 1999 monitoring event, the only time it has been analyzed for. MW-3 is located on the upgradient edge of the subject site; therefore, total PCBs are presumed to have been sourced from off-site and not from releases related to the subject site.
- **Arsenic** - overall concentrations show a decrease from 1999 to 2001. Exceedences of Class I RO have always been limited to monitoring wells MW-1 and MW-2. Downgradient concentrations have always met Class I RO; therefore, the subject site is not contributing arsenic to area groundwater. MW-1 and -2 are located on the upgradient edge of the subject site; therefore, arsenic is presumed to have been sourced from off-site and not from releases related to the subject site. Arsenic was present in MW-2 at a concentration exceeding Class I RO during the 2001 monitoring event; therefore, arsenic requires additional consideration.
- **Barium** - overall concentrations show a decrease from 1999 to 2001 with no exceedence Class I RO in any monitoring well during the 2001 monitoring event.
- **Beryllium** - concentrations show a minor exceedence of Class I RO at MW-6 in 2000, but no detectable concentrations in any monitoring well during the 2001 monitoring event. Because beryllium was previously only detected in one monitoring well and it is not present in any of the site monitoring wells at this time, beryllium is not considered to require additional consideration relative to the subject site.

- **Chromium** - overall concentrations show a decrease from 1999 to 2001 with no exceedence Class I RO in any monitoring well during the 2001 monitoring event.
- **Copper** - was detected in MW-3 during the 1999 monitoring event at a concentration exceeding Class I RO. However, there were no exceedences of copper in any of the monitoring wells during both the 2000 and 2001 monitoring events. MW-3 is located on the upgradient edge of the subject site; therefore, copper is presumed to have been sourced from off-site and not from releases related to the subject site. Because copper only exceeded the Class I RO in one upgradient monitoring well and it is not present at concentrations exceeding RO in any of the site monitoring wells at this time, copper is not considered to require additional consideration relative to the subject site.
- **Iron** - concentrations show a substantial decrease from 1999 to 2001. Concentrations are currently greatest at MW-1 and -2 which are located on the upgradient edge of the site. Therefore, it appears that iron is primarily sourced from an off-site, upgradient location and not from releases related to the subject site. Iron was present in several monitoring wells at concentrations exceeding Class I RO during the 2001 monitoring event; therefore, iron requires additional consideration.
- **Lead** - concentrations show an overall decrease from 1999 to 2001. Concentrations currently exceed Class I RO at MW-1, -2, -6, and -8; therefore, lead requires additional consideration.
- **Manganese** - concentrations show an overall decrease from 1999 to 2001. Concentrations are currently greatest along the upgradient (MW-1, -2, -3, and -4) and western (down and across gradient, MW-8) edges of the site. Therefore, it is possible that manganese is primarily sourced from an off-site, upgradient location and not from releases related to the subject site. Manganese was present at all monitoring wells at concentrations exceeding Class I RO during the 2001 monitoring event; therefore, manganese requires additional consideration.
- **Nickel** - overall concentrations show a decrease from 1999 to 2001 with no exceedence of Class I RO in any monitoring well during the 2001 monitoring event.
- **Thallium** - concentrations showed minor exceedences of Class I RO at MW-1, -2, and -3 (in 1999) and MW-6 (in 2000), but no detectable concentrations in any monitoring well during the 2001 monitoring event. Because thallium was previously detected primarily in upgradient monitoring wells and it is not present in any of the site monitoring wells at this time, thallium is not considered to require additional consideration relative to the subject site.
- **Cyanide** - was only detected in MW-3 during the 1999 monitoring event at a concentration exceeding Class I RO. There were no cyanide concentrations detected which exceeded Class I RO in any of the monitoring wells during the 2000 monitoring event. Cyanide was not detected at all in the 2001 monitoring event. Cyanide has only been detected in upgradient monitoring wells MW-1, -2, and -3; therefore, it is presumed to have been sourced from off-site and not from releases related to the subject site. Because cyanide was previously only detected at a concentration exceeding Class I RO in one upgradient monitoring well and it is not present in any of the site monitoring wells at this time, cyanide is not considered to require additional consideration relative to the subject site.
- **Nitrate** - overall concentrations show a substantial decrease from 1999 to 2001 with no exceedence of Class I RO in any monitoring well during both the 2000 and 2001

monitoring events. Because nitrate has not exceeded RO in any well for two sampling events and concentrations have decreased substantially in all wells, nitrate is not considered to require additional consideration relative to the subject site.

- **Total dissolved solids (TDS)** – concentrations of TDS exceeded Class I RO at MW-8 in both the 1999 and 2000 monitoring events. Currently, TDS does not exceed RO in any monitoring well.

Therefore, the primary contaminants of concern requiring further consideration are: arsenic, iron, lead, and manganese. Also potentially requiring additional evaluation are: PCBs, barium, chromium, nickel, and TDS. However, additional sampling of this latter group may allow elimination of some or all of the constituents from further review. It is of utmost importance to note that the majority of the contaminants appear to have been sourced, or in very large part sourced, from an off-site upgradient source(s).

(f). Technical/economic feasibility of remediation.

The source(s) for arsenic, iron, lead (possibly), and manganese are believed to be located off-site. It would be impractical to initiate remediation of impacted groundwater on site because such remediation would not address the off-site source. If such remediation were undertaken, impacted groundwater would be continually renewed from the off-site source(s) requiring that remedial efforts be continual without prospect of completion. Therefore, it would be economically impractical to remediate site groundwater to meet Class I groundwater objectives.

(g). Anticipated time period of contaminant effect.

Because the majority of the most significant contamination is sourced from off-site, and because Hayden has no ability to control or affect the source(s) of this contamination, it is not possible to predict how long into the future contaminants in site groundwater will have an adverse effect.

(h). Existing and anticipated impact on potable water supplies.

A search of the Illinois Water Survey records conducted by EDR is attached. There are no public water supply wells within a 2,500 ft radius of the site. The nearest water well is located approximately 1,300 ft north of the site in a directly upgradient direction. At such distance and upgradient direction from the subject site it is highly unlikely that the water quality would be degraded as a result of impacts sourced at the subject site. In fact, as noted in section e above, the vast majority of impacts to groundwater at the subject site are interpreted to be sourced from upgradient properties. Therefore, any impacts to the noted well, if in fact such exist, would almost certainly be a result of releases from upgradient sources, perhaps the same upgradient sources impacting groundwater at the subject site.

There are no potable water supplies located at the site or within 2,500 feet downgradient of the subject site. Potable water supplies are not currently impacted by groundwater from the subject site. Because institutional controls will be implemented to prevent the development of groundwater as a resource at the site and affected downgradient properties, there will also be no impact to future water supplies.

(i). Availability of alternative water sources or treatment.

(j). Effect on property values.

(k). Effect on special resource groundwater quality.

As defined at 35 IAC 620.230, special resource groundwater is not known to exist at the subject site or on downgradient properties within 2,500.

Table 1
Summary of Groundwater Analytical Results
in mg/L

Hayden Landfill
Madison, Illinois

Constituent	Groundwater Objective ES IAC 620, Class I	Sample Date	Sample ID and Location							
			Upgrade	Upgrade	Upgrade	Across Up	Downgrade	Downgrade	Downgrade	Across Dn
			MW-1 / G101	MW-2 / G102	MW-3 / G103	MW-4 / G104	MW-5 / G105	MW-6 / G106	MW-7 / G107	MW-8 / G108
ORGANICS										
Benzene	0.005	September 7, 1999	<0.005	<0.005	0.011	<0.005	<0.005	<0.005	<0.005	<0.005
		April 17-18, 2001	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002
Benzo(a)pyrene	0.0002	September 7, 1999	<0.00027	<0.00027	<0.00027	<0.00027	<0.00027	<0.00027	<0.00027	<0.00027
		April 17-18, 2001	<0.0015	<0.0015	<0.0015	0.00127	<0.00027	<0.00027	<0.00027	<0.00027
Bis (2-ethylhexyl) phthalate	0.008	September 7, 1999	NA	NA	NA	NA	<0.0016	<0.0015	<0.00027	<0.00027
		April 17-18, 2001	<0.0015	NA	NA	NA	NA	<0.0015	<0.0015	<0.0015
Carbon disulfide *	0.7	September 7, 1999	NA	NA	NA	NA	NA	NA	NA	NA
		April 17-18, 2001	<0.0015	<0.0015	<0.0015	NA	<0.0015	0.0016	NA	NA
Cis-1,2-dichloroethylene	0.07	September 7, 1999	<0.002	<0.002	<0.002	NA	NA	NA	<0.0015	<0.0015
		April 17-18, 2001	<0.005	<0.005	<0.005	<0.002	<0.002	NA	NA	NA
Dichloromethane (methylene chloride)	0.005	September 7, 1999 **	<0.002	<0.002	<0.002	<0.005	<0.005	<0.002	0.025	<0.002
		April 17-18, 2001	<0.005	<0.005	<0.005	<0.002	<0.002	<0.005	<0.005	<0.005
Total PCBs	0.0005	September 7, 1999	<0.002	<0.002	<0.002	0.01	<0.002	<0.002	<0.002	0.002
		April 17-18, 2001	<0.0005	<0.0005	<0.0005	<0.002	<0.002	<0.002	0.013	0.014
Phenol	0.1	September 7, 1999	<0.0005	<0.0005	0.0013	<0.0005	<0.002	<0.002	<0.002	<0.002
		April 17-18, 2001	NA	NA	NA	NA	<0.0005	<0.0005	<0.0005	<0.0005
Total Phenols	0.1	September 7, 1999	<0.0015	<0.0015	<0.0015	NA	NA	NA	NA	NA
		September 21&27, 2000	<0.05	<0.05	<0.05	NA	<0.0015	<0.0015	<0.0015	0.002
		April 17-18, 2001	NA	NA	NA	<0.05	<0.05	<0.05	<0.05	<0.05
			0.0289	0.0347	NA	0.0194	0.0342	0.0254	0.0289	0.0435

Table 1
Summary of Groundwater Analytical Results
In mg/L

Hayden Landfill
 Madison, Illinois

Constituent	Groundwater Objective 35 IAC 620, Class I	Sample Date	Sample ID and Location							
			Upgrade MW-1 / G101	Upgrade MW-2 / G102	Upgrade MW-3 / G103	Across Up MW-4 / G104	Downgrade MW-5 / G105	Downgrade MW-6 / G106	Downgrade MW-7 / G107	Across Dn MW-8 / G108
OTHER INORGANICS										
Cyanide	0.2	September 7, 1999	<0.01	0.011	0.272	<0.01	<0.01	<0.01	<0.01	<0.01
		September 21&27, 2000	0.012	<0.007	0.013	<0.007	<0.007	<0.007	<0.007	<0.007
		April 17-18, 2001	<0.01	<0.01	<0.01	<0.01	<0.01	<0.01	<0.01	<0.010
General Water Quality										
Chloride	200	September 7, 1999	32.8	53.2	53.2	47.9	23.0	28.4	71.8	21.3
		September 21&27, 2000	34	29	58	40	18	5	81	30
		April 17-18, 2001	11.8	21.7	52.8	33.0	24.4	6.4	63.3	45.4
Fluoride	4.0	September 7, 1999	<1.0	<1.0	1.44	1.01	<1.0	<1.0	<1.0	<1.0
		September 21&27, 2000	0.27	0.26	1.8	0.91	0.36	0.29	0.41	0.20
		April 17-18, 2001	0.330	0.270	1.810	0.870	0.480	0.230	0.520	0.360
Nitrate	10.0	September 7, 1999	3.20	3.05	3.22	3.17	3.57	3.48	4.47	14.7
		September 21&27, 2000	<0.20	<0.20	<0.20	<0.20	1.45	<0.20	<0.20	1.71
		April 17-18, 2001	<0.01	<0.01	0.02	0.01	<0.01	0.03	0.14	<0.010
pH	6.5-8.0	September 7, 1999	7.6	7.6	8.2	7.8	8.0	7.9	8.1	7.7
		September 21&27, 2000	8.61	8.71	8.91	8.84	7.32	7.29	6.96	6.91
		April 17-18, 2001	7.0	6.9	7.4	7.1	7.4	7.6	7.3	7.0
Sulfate	400	September 7, 1999	<1,000	<1,000	<1,000	<1,000	<1,000	<1,000	<1,000	<1,000
		September 21&27, 2000	128	205	78	199	38	25	156	192
		April 17-18, 2001	31.3	227	80.9	240	40.2	40	205	66.7
Total Dissolved Solids	1,200	September 7, 1999	1,030	1,170	439	532	472	446	841	1,370
		September 21&27, 2000	942	908	538	882	364	328	722	1,280
		April 17-18, 2001	798	1,030	452	987	398	367	780	1,138

Notes:

NA = Not analyzed for this compound

* = Groundwater objective calculated by IEPA OCS (and presented under 35 IAC 742 TACO) using the procedures for calculating a groundwater Health Advisory pursuant to 35 IAC 620 Appendix I

** = Detected at a concentration of 0.010 in associated trip blank; therefore, data is suspect

Shading = Indicates exceedence of Class I groundwater standard pursuant to 35 IAC 620.210

**EDR Illinois Water Well
Report**

Hayden Landfill
750 Madison Road
Madison, IL 62201

Inquiry Number: 0704556.1r

November 16, 2001

***The Source
For Environmental
Risk Management
Data***

3530 Post Road
Southport, Connecticut 06490

Nationwide Customer Service

Telephone: 1-800-352-0050
Fax: 1-800-231-6802
Internet: www.edrnet.com

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Topographic Map.....	2
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Government Records Searched.....	A-1

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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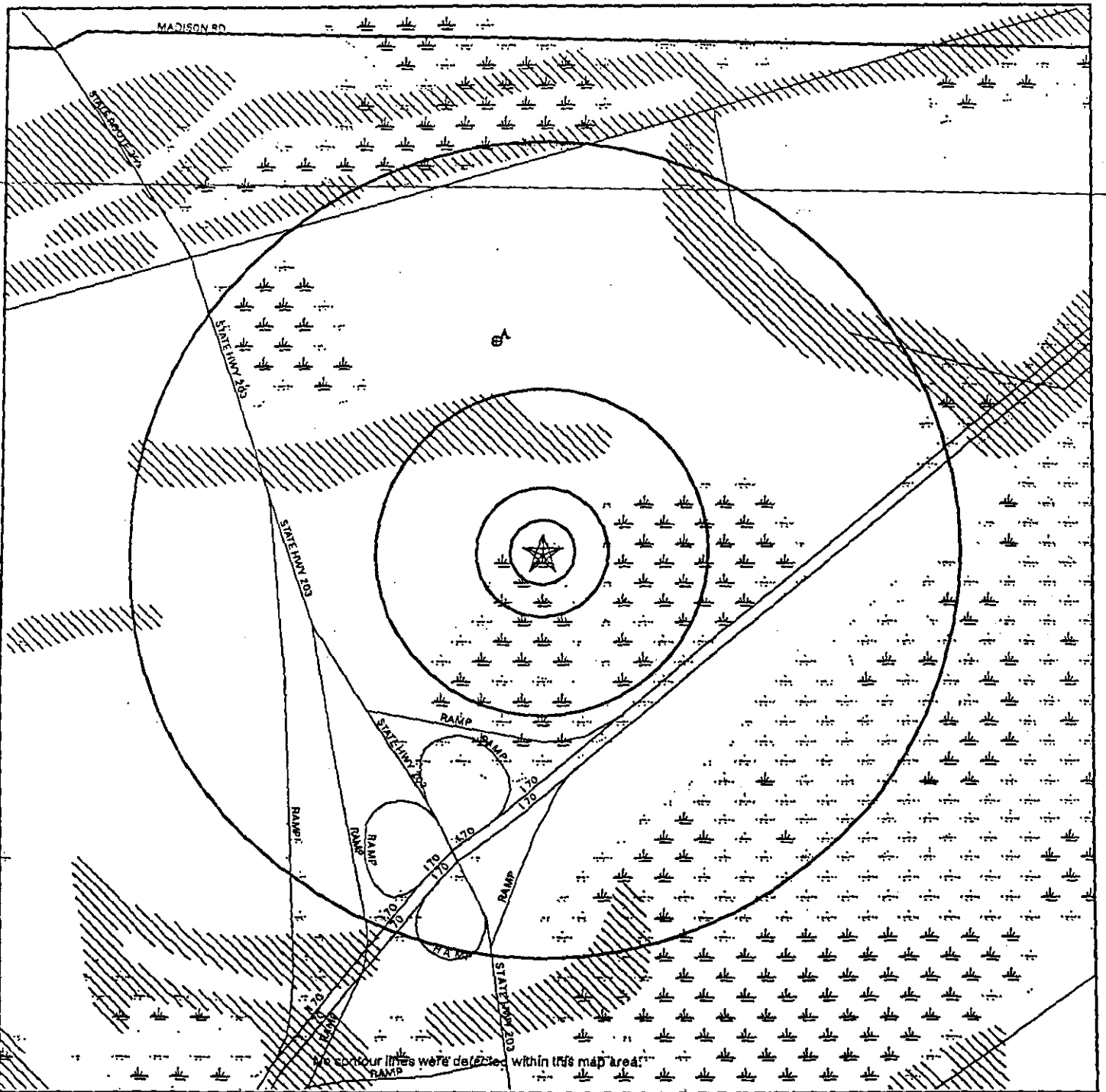
The EDR Illinois Water Well Report

The EDR-Illinois Water Well Report is a screening tool designed to assist in the location of water supply wells in accordance with the Illinois EPA Leaking Underground Storage Tank Program: Site Classification Completion Report.

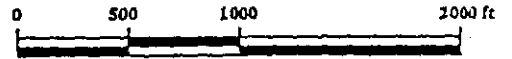
The EDR-Illinois Water Well Report consists of the following information within 1/2 mile of target property:

- wells
- map displaying concentric rings at 200', 400', 1000' and 2500'
- topography (25 foot intervals unless otherwise shown)
- major roads
- surface water bodies
- railroad tracks
- flood plains (available in selected counties)
- wetlands (available in selected counties)
- geologic data
- radon data

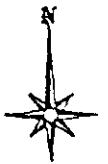
TOPOGRAPHIC MAP - 0704556.1r - Environmental Operations, Inc.



Source: US Geological Survey 1-Degree Digital Elevation Model - Compiled 09/15/92



- | | | |
|---|---------------|-----------------------|
| - Major Roads | - Power Lines | - Water Bodies |
| - Contour Lines (25 foot interval unless otherwise shown) | - Pipe Lines | - Wetlands |
| - Waterways | - Fault Lines | - 100-year flood zone |
| - Water Wells within search distance to Target Property | - Rail Roads | - 500-year flood zone |
| - Earthquake Epicenters (Richter 5 or greater) | | |



TARGET PROPERTY:	Hayden Landfill	CUSTOMER:	Environmental Operations, Inc.
ADDRESS:	750 Madison Road	CONTACT:	Frank Flick
CITY/STATE/ZIP:	Madison IL 62201	INQUIRY #:	0704556.1r
DATE/SCALE:	03/25/15 1:00 1:0000		

WELL SEARCH SUMMARY

GEOLOGIC AGE IDENTIFICATION†

Geologic Code: M3
 Era: Paleozoic
 System: Mississippian
 Series: Chesterian Series

ROCK STRATIGRAPHIC UNIT†

Category: Stratified Sequence

SEARCH DISTANCE RADIUS INFORMATION

<u>DATABASE</u>	<u>SEARCH DISTANCE (miles)</u>
Federal Database	0.500
State Database	0.500
PWS Database	Nearest PWS within 1 mile

FEDERAL DATABASE WELL INFORMATION

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
NO WELLS FOUND		

STATE DATABASE WELL INFORMATION

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
A1	121632745400	1323 Ft. NNW
A2	121632745300	1323 Ft. NNW
A3	121632745500	1323 Ft. NNW
A4	121632745700	1323 Ft. NNW
A5	121632745600	1323 Ft. NNW
A6	121632745200	1323 Ft. NNW
A7	121632744800	1323 Ft. NNW
A8	121632744700	1323 Ft. NNW
A9	121632744900	1323 Ft. NNW
A10	121632745100	1323 Ft. NNW
A11	121632745000	1323 Ft. NNW

PUBLIC WATER SUPPLY SYSTEM INFORMATION

NO WELLS FOUND

AREA RADON INFORMATION

EPA Radon Zone for ST CLAIR County: 2

Note: Zone 1 indoor average level > 4 pCi/L
 : Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L
 : Zone 3 indoor average level < 2 pCi/L

Not Reported

† Source: P.G. Schruben, R.E. Arndt and W.J. Bewick, Geology of the Conterminous U.S. at 1:2,500,000 Scale - A digital representation of the 1974 P.B. King and K.M. Bellman Map, USGS Digital Data Series DDS-11 (1994).

WELL SEARCH FINDINGS

Map ID
Direction
Distance

A1 NNW 1323 Ft.	Info Source: API ID: Well Type: X Coord:	IL Geological Survey 121632745400 WATER 2822354	Group Number: Boring: Y Coord:	31 0 2052415
A2 NNW 1323 Ft.	Info Source: API ID: Well Type: X Coord:	IL Geological Survey 121632745300 WATER 2822354	Group Number: Boring: Y Coord:	31 0 2052415
A3 NNW 1323 Ft.	Info Source: API ID: Well Type: X Coord:	IL Geological Survey 121632745500 WATER 2822354	Group Number: Boring: Y Coord:	31 0 2052415
A4 NNW 1323 Ft.	Info Source: API ID: Well Type: X Coord:	IL Geological Survey 121632745700 WATER 2822354	Group Number: Boring: Y Coord:	31 0 2052415
A5 NNW 1323 Ft.	Info Source: API ID: Well Type: X Coord:	IL Geological Survey 121632745600 WATER 2822354	Group Number: Boring: Y Coord:	31 0 2052415
A6 NNW 1323 Ft.	Info Source: API ID: Well Type: X Coord:	IL Geological Survey 121632745200 WATER 2822354	Group Number: Boring: Y Coord:	31 0 2052415
A7 NNW 1323 Ft.	Info Source: API ID: Well Type: X Coord:	IL Geological Survey 121632744800 WATER 2822354	Group Number: Boring: Y Coord:	31 0 2052415
A8 NNW 1323 Ft.	Info Source: API ID: Well Type: X Coord:	IL Geological Survey 121632744700 WATER 2822354	Group Number: Boring: Y Coord:	31 0 2052415
A9 NNW 1323 Ft.	Info Source: API ID: Well Type: X Coord:	IL Geological Survey 121632744900 WATER 2822354	Group Number: Boring: Y Coord:	31 0 2052415

WELL SEARCH
FINDINGS

Map ID
Direction
Distance

A10	Info Source:	IL Geological Survey	Group Number:	31
NNW	API ID:	121632745100	Boring:	0
1323 Ft.	Well Type:	WATER	Y Coord:	2052415
	X Coord:	2822354		

A11	Info Source:	IL Geological Survey	Group Number:	31
NNW	API ID:	121632745000	Boring:	0
1323 FL	Well Type:	WATER	Y Coord:	2052415
	X Coord:	2822354		

ILLINOIS GOVERNMENT WELL RECORDS SEARCHED

PWS: Public Water Systems

Source: EPA/Office of Drinking Water

Telephone: 202-260-2805

Public Water System data from the Federal Reporting Data System. A PWS is any water system which provides water to at least 25 people for at least 60 days annually. PWSs provide water from wells, rivers and other sources.

PWS ENF: Public Water Systems Violation and Enforcement Data

Source: EPA/Office of Drinking Water

Telephone: 202-260-2805

Violation and Enforcement data for Public Water Systems from the Safe Drinking Water Information System (SDWIS) after August 1995. Prior to August 1995, the data came from the Federal Reporting Data System (FRDS).

Area Radon Information: The National Radon Database has been developed by the U.S. Environmental Protection Agency (USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at private sources such as universities and research institutions.

EPA Radon Zones: Sections 307 & 309 of IRAA directed EPA to list and identify areas of U.S. with the potential for elevated indoor radon levels.

USGS Water Wells: In November 1971 the United States Geological Survey (USGS) implemented a national water resource information tracking system. This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on more than 900,000 wells, springs, and other sources of groundwater.

County Well Data in Illinois: Cook and DuPage Counties

Source: Illinois State Geological Survey

Telephone: 217-244-2387

Illinois Private Well Database and PICS (Public, Industrial, Commercial Survey)

Source: Illinois State Water Survey

Telephone: 217-333-9043

Illinois State Geological Survey Water Wells

Source: Illinois State Geological Survey

Telephone: 217-333-5102

Point data set that shows locations, well type, and well ID for wells in Illinois. Data comes from driller's logs.

Exhibit D

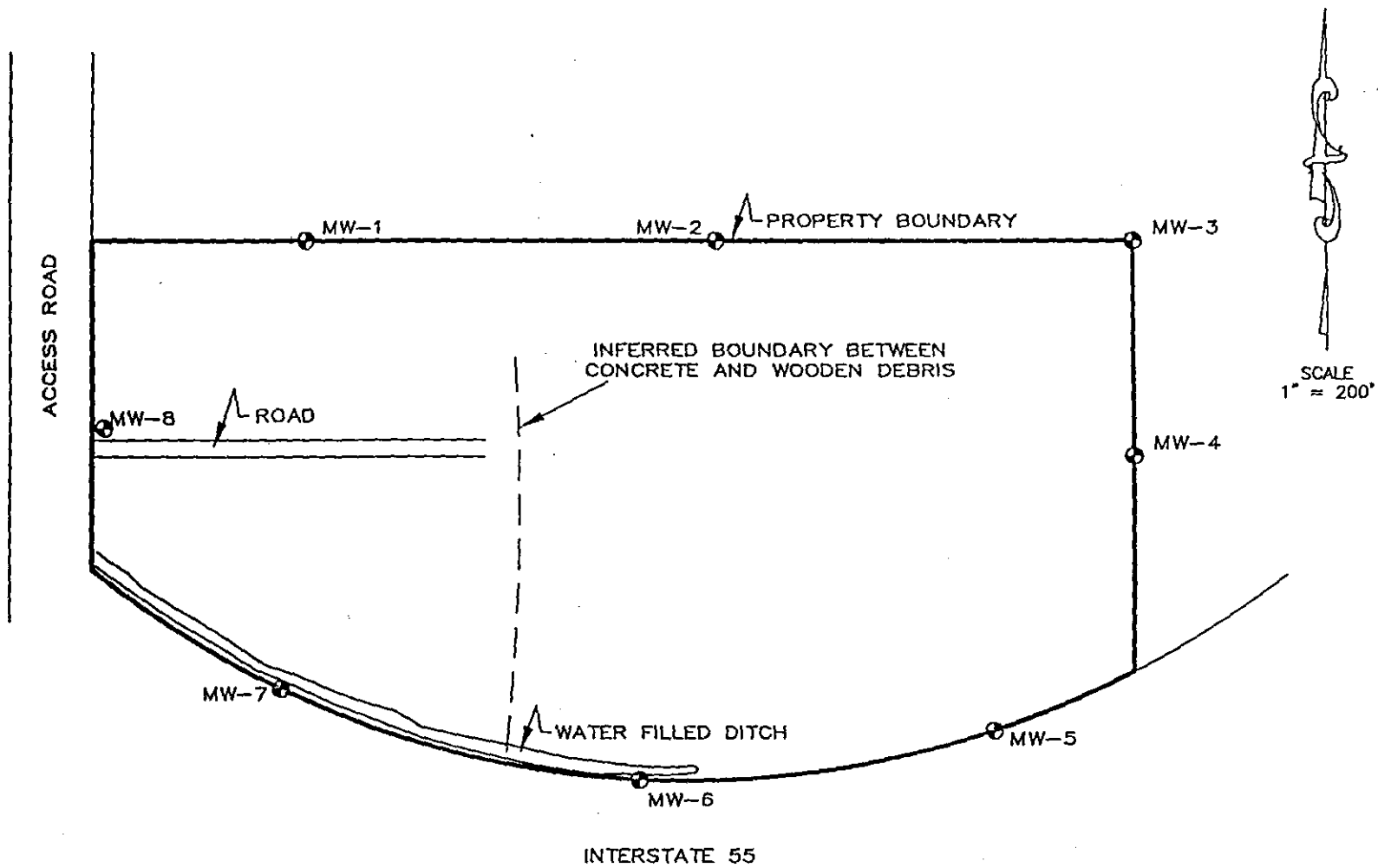


FIGURE 1

MW-6 - MONITORING WELL DESIGNATION AND LOCATION.

BASED ON PLAN PROVIDED BY HAYDEN WRECKING CORPORATION AND BY OBSERVATIONS MADE BY SCI PERSONNEL. DIMENSIONS AND LOCATIONS ARE APPROXIMATE ACTUAL MAY VARY.



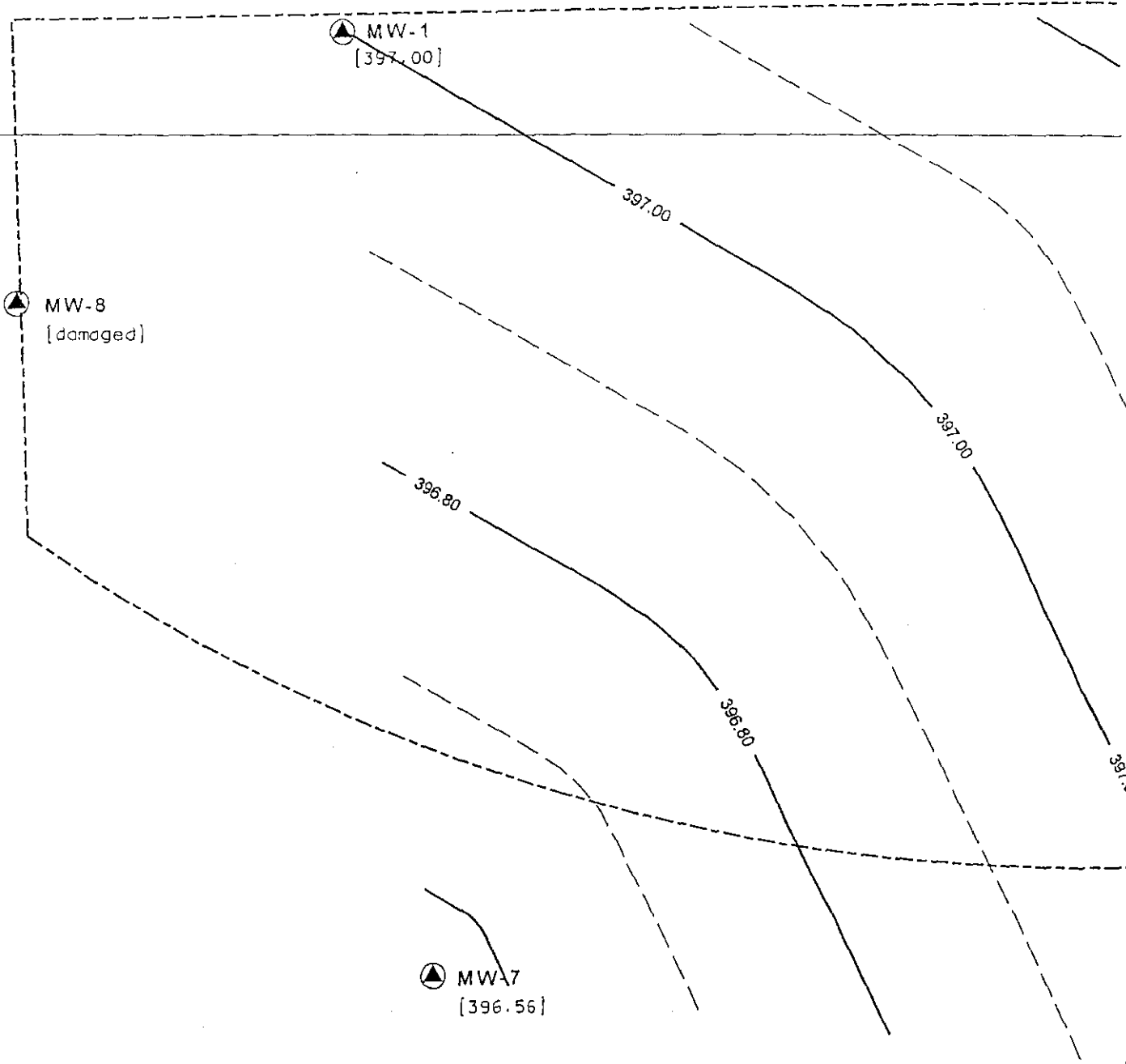
15 EXECUTIVE DRIVE
FAIRVIEW HEIGHTS, IL 62208

HAYDEN WRECKING CORPORATION
DEMOLITION LANDFILL
Fairmont City, Illinois


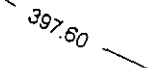
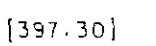
SITE PLAN

SEPTEMBER, 1999 | SCI NO. 983005.20

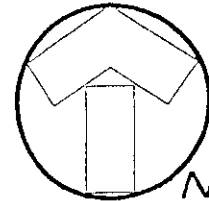
Exhibit E



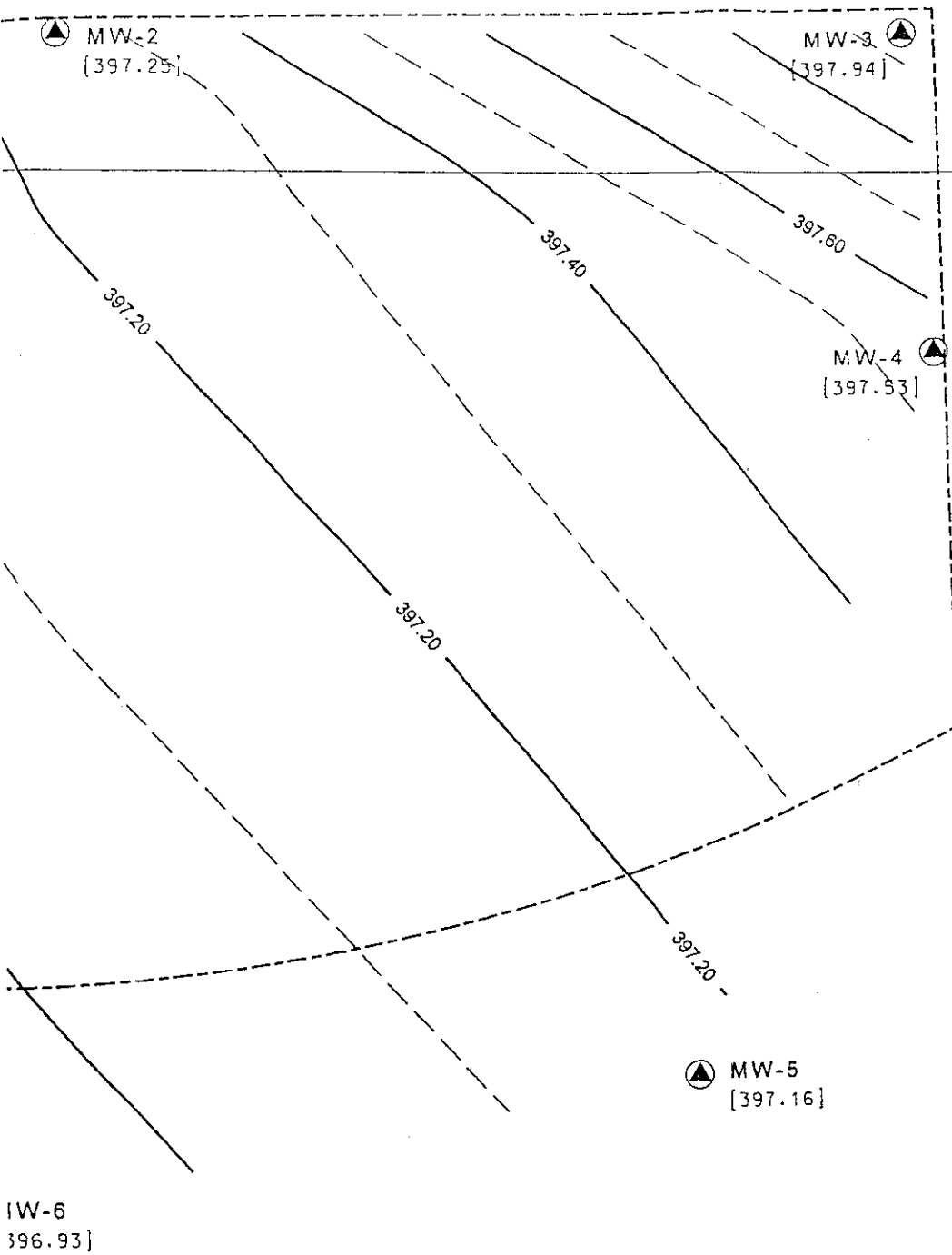
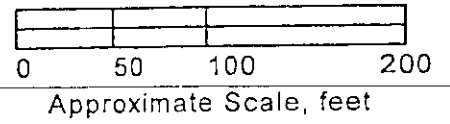
Legend

-  Existing Monitoring Well Location
-  Groundwater Surface
-  Groundwater Elevation

Note: Wells gauged by EOI



North



Potentiometric Map, 25 October 2001
Hayden Landfill
Madison, Illinois

Figure 1

Exhibit F

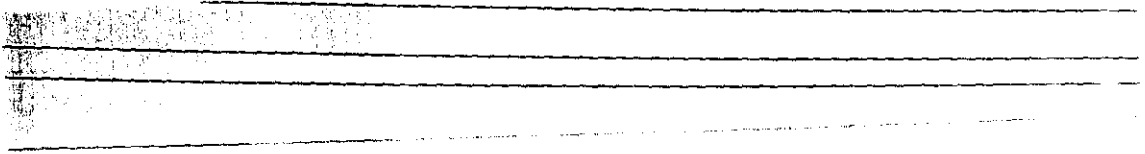


Exhibit G

PROPOSED ADJUSTED STANDARD

Hayden Wrecking Corporation requests that the IPCB adjust the Class I groundwater quality standards for inorganic chemical constituents for its landfill sites to the following (see bolded numerals):

35 Ill. Adm. Code § 620.410(a): Inorganic Chemical Constituents: Except due to natural causes or as provided in Section 620.450, concentrations of the following chemical constituents must not be exceeded in Class I groundwater:

Constituent	Units	Standard	Proposed Standard
Arsenic	mg/L	0.05	0.082
Iron	mg/L	5.0	735
Lead	mg/L	0.0075	0.220
Manganese	mg/L	0.15	24.2

Exhibit H

ORDINANCE NO. 1617

AN ORDINANCE REGULATING THE USE OF GROUNDWATER AT CERTAIN LOCATIONS WITHIN THE CITY OF MADISON

WHEREAS, there has been a private landfill operated within the corporate limits of the City of Madison on or near properties currently owned and/or operated by the Hayden Wrecking Corporation; and

WHEREAS, the Hayden Wrecking Corporation proposes to cease and terminate landfill operations at said location; and

WHEREAS, in order to obtain a Certificate of Landfill Closure of this property from the Illinois Environmental Protection Agency, certain regulations concerning the use of groundwater at or near this property must be in place; and

WHEREAS, it is in the best interest of the citizens of the City of Madison that said landfill operations be ended and that all reasonable steps, including the passage of an Ordinance Regulating GroundWater Use, be taken to accomplish said purpose.

NOW, THEREFORE, Be It Ordained by the Mayor and City Council of the City of Madison, Madison County, Illinois, as follows:

Section 1. Use of groundwater as a potable water supply prohibited.

Except for such uses or methods in existence before the effective date of this Ordinance, the use or attempted use by any person of groundwater as a potable water supply from the area described below, which is within the corporate limits of the City of Madison, Illinois, through the installation or drilling of new wells, or by any other method, or any other use of the area's groundwater, is prohibited, including at points of withdrawal by the City of Madison.

Legal Description

Part of the Southwest Quarter of Section 5 in Township 2 North Range 9 West of the Third Principal Meridian, St. Clair County, Illinois, more particularly described as follows, to wit:

Commencing at the intersection of the East Right of Way line, of State Bond Issue Route No. 4 and the North line of the Southwest Quarter of the Southwest Quarter said Section 5; running thence East along the North line, of the Southwest Quarter of the Southwest Quarter of said Section 6 to the east Ins of the Southwest Quarter of the Southwest Quarter of said Section 5; running thence South along the East line of said Southwest Quarter of the Southwest Quarter of said Section 5 to its intersection with the North Right of Way line of Frontage Road B of Federal Aid Interchange 70, (reference being had to the plat thereof recorded in His Recorders Office of St. Clair County, Illinois, in Book of Plats 53 on, page 30; running thence on a curve to the Right (said curve having a radius of 1206.23 feet) along the Right of Way of said Frontage Road B to its Intersection with the East Right of Way line of said State Bond issue Route No. 4, running thence North along the Right of Way line of State Bond Issue Route No. 4 to the point of beginning.

Situate in St. Clair County, Illinois.

Section 2. Definitions.

- A. A "person" is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents, servants, employees, or assigns.
- B. "Potable water" is any water used for human or domestic consumption including, but not limited to water use for drinking, bathing, swimming, washing dishes, or preparation of foods.

Section 3. Penalty.

- A. Any person who shall violate any provision of this chapter, or fail to comply with any notice given by any department of the City of Madison as aforesaid, shall, on conviction thereof, be punishable by a fine of not less than \$100.00, and no more than \$750.00 for each violation, provided that for the second conviction of any violation of any provision of this chapter, within one calendar year, the mandatory minimum fine, shall be \$750.00. Each day during which a violation continues within the specified time for correction shall constitute a separate punishable offense.
- B. If the city corrects a violation itself or causes a violation to be corrected on

its behalf, a lien for the amount of time and expense involved in correcting the violation shall be filed against the land where the violation occurred unless the owner or occupant of that land shall reimburse the city its expenses upon request. A minimum charge of \$50.00, for each hour, or part of an hour shall be levied for work performed by or on behalf of the city in correcting a violation. An additional \$500.00 administrative fee shall be levied upon the lien for costs incurred by the city. Said lien shall be recorded with the Madison County Records Division and may be enforced, or otherwise foreclosed upon according to Illinois law.

- C. If the city corrects the violation itself or causes the violation to be corrected on its behalf, the violator shall nevertheless be subject to the above specified fine, in addition to a lien being placed on the violators property.

Section 4. Miscellaneous.

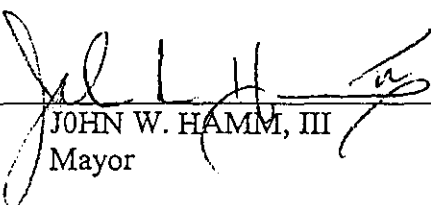
- (a) This Ordinance shall be in full force following its passage, approval, and publication pursuant to law.
- (b) All Ordinances in conflict hereof are hereby repealed.

PASSED BY THE CITY COUNCIL OF THE CITY OF MADISON, ILLINOIS THIS

17th day of June, 2003. .

APPROVED BY THE MAYOR OF THE CITY OF MADISON, ILLINOIS THIS 17th

day of June, 2003.



JOHN W. HAMM, III
Mayor



Clerk

(SEAL)

Exhibit I

A01836739

STATE OF ILLINOIS
ST. CLAIR COUNTY

04 APR 27 AM 8:39

Michel T. Coakley
RECORDER

Prepared By:

Greensfelder, Hemker & Gale, PC
Donald E. Weihl, Esq.
12 Wolf Creek Drive, Suite 100
Belleville, IL 62226

Return To:

Greensfelder, Hemker & Gale, PC
Donald E. Weihl, Esq.
12 Wolf Creek Drive, Suite 100
Belleville, IL 62226

THE SPACE ABOVE FOR RECORDER'S OFFICE

Environmental Land Use Control

THIS ENVIRONMENTAL LAND USE CONTROL ("ELUC"), is made this ___ day of April, 2004, by Hayden Wrecking Corporation ("Property Owner") on the real property located at the common address of Illinois Route 203 and Interstate Highway 55/70, Madison, St. Clair County, Illinois ("Property").

WHEREAS, 415 ILCS 5/58.17 and 35 Ill. Adm. Code § 742.1010 provide for the use of an ELUC as an institutional control in order to impose land use limitations or requirements related to environmental contamination. This ELUC will enable Property Owner to obtain a Certificate of Closure from the Illinois Environmental Protection Agency ("IEPA"). The reason for an ELUC is to ensure protection of human health and the environment. The limitations and requirements contained herein are necessary in order to protect against exposure to contaminated groundwater that may be present on the property as a result of past landfilling activities. Under 35 Ill. Adm. Code § 742.1010, the ELUC may include a prohibition of use of groundwater for potable purposes, a restriction to industrial/commercial uses, the operation or maintenance of engineered barriers, or the implementation of worker safety plans.

WHEREAS, under 35 Ill. Adm. Code § 742.1010, and utilizing an ELUC, Property Owner intends to request a Certificate of Closure for the Property from the IEPA pursuant to 35 Ill. Adm. Code § 807.508(b)(1). The Property is identified by Bureau of Land as BOL #1630450004 and BOL #1630000000.

NOW, THEREFORE, the recitals set forth above are incorporated by reference as if fully set forth herein, and the Property Owner agrees as follows:

Section One. Property Owner does hereby establish an ELUC on the Property, situated in the County of St. Clair, State of Illinois and further described in Exhibit 1 attached hereto and incorporated herein by reference (the "Property").

Attached as Exhibit 2 are site maps and a chart that show the legal boundary of the Property, any physical features to which the ELUC applies, the horizontal and vertical extent of

the contaminants of concern above the applicable remediation objectives for groundwater, and the nature, location of the source, and direction of movement of the contaminants of concern, as required under 35 Ill. Adm. Code § 742.1010.

Section Two. Property Owner represents and warrants that it is the current owner of the Property and has the authority to record this ELUC on the chain of title for the Property with the Office of the Recorder or Registrar of Titles in St. Clair County, Illinois.

Section Three. The Property Owner hereby agrees, for itself and its heirs, grantees, successors, assigns, transferees, and any other owner, occupant, lessee, possessor, or user of the Property or the holder of any portion thereof or interest therein, that the groundwater under the Property shall not be used as a potable supply of water, and any contaminated groundwater that is removed, excavated, or disturbed from the Property described in Exhibit 1 herein shall be handled in accordance with all applicable laws and regulations.

Section Four. This ELUC is binding on the Property Owner, its heirs, grantees, successors, assigns, transferees, and any other owner, occupant, lessee, possessor, or user of the Property or the holder of any portion thereof or interest therein. This ELUC shall apply in perpetuity against the Property and shall not be released until the IEPA determines there is no longer a need for this ELUC as an institutional control; until the IEPA, upon written request, issues a new no further remediation determination approving modification or removal of the limitations or requirements contained herein; and until a release or modification of the land use limitation or requirement is filed on the chain of title for the Property.

Section Five. Information regarding the remediation performed on the Property may be obtained from the IEPA through a request under the Freedom of Information Act (5 ILCS 140) and rules promulgated thereunder by providing the IEPA with the BOL number listed above.

Section Six. The effective date of this ELUC shall be the date that it is officially recorded in the chain of title for the Property to which the ELUC applies.

WITNESS the following signature:

Property Owner, Hayden Wrecking Corporation

By: Brian W. Hayden

Its Authorized Agent

Date: 4/26/07