

STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT
#89-E-00021-B

James and Susan Snyder,
Stephen and Laurie Webster-Booth,
and
Erwin Lange

v.

Planning Board of the Town of Loudon
and
New Hampshire Speedway, Inc.

SETTLEMENT AGREEMENT

NOW COME James Snyder, Susan Snyder, Steven Booth, Laurie Webster-Booth, and Erwin Lange ("Plaintiffs"); New Hampshire Speedway, Inc. ("New Hampshire Speedway"); Planning Board of the Town of Loudon; and Concerned Racetrack Neighbors, an unincorporated association; and, in settlement of all claims arising from the case of James and Susan Snyder, Steven and Laurie Webster-Booth and Erwin Lange v. Planning Board of the Town of Loudon and New Hampshire Speedway, Inc., Docket # 89-E-00021-B (Merrimack County Superior Court) and all other objections to New Hampshire Speedway's proposed racetrack project, agree and covenant as follows:

1. New Hampshire Speedway covenants that it shall not permit any musical concerts of any type or description to be held on the premises currently known as New Hampshire International Speedway ("premises") except in conjunction with racing events.
2. New Hampshire Speedway covenants that it shall not permit any drag racing, tractor pulls, mud runs, demolition derbies, or jet cars on the premises.
3. New Hampshire Speedway covenants that it shall not permit any motor vehicle racing on the premises, including but not limited to trial runs, practice runs or competition events, on any day before 8:00 A.M. (Eastern Standard Time or Eastern Daylight Time, as applicable) or after 7:30 P.M. (Eastern Standard Time or Eastern Daylight Time, as applicable). Plaintiffs understand that from time to time circumstances may delay the planned starting time, running time, or completion of an event scheduled and reasonably expected to be completed before 7:30 P.M. and agree that, in such circumstances, this covenant shall not prevent the holding of said events, although their completion may occur later than 7:30 P.M.

4. New Hampshire Speedway covenants that it shall establish a policy that patrons are permitted to bring alcoholic beverages on the premises only in containers measuring approximately sixteen inches per side and shall take reasonable steps to notify patrons of that policy.

5. New Hampshire Speedway covenants that it shall not offer any alcoholic beverages for sale on the premises except as provided in the following sentence. Plaintiffs agree that this covenant shall not prevent New Hampshire Speedway from offering beer for sale on the premises or prevent the use or serving of alcoholic beverages in corporate or press boxes. New Hampshire Speedway covenants that it shall limit each sale of beer to no more than two (2) containers, of which each container shall be no larger than twelve (12) fluid ounces. Should New Hampshire Speedway offer beer for sale at an event, it agrees to establish a policy of ending said sales a reasonable time prior to the scheduled completion of the day's events.

6. New Hampshire Speedway covenants that it shall establish and make reasonable efforts to notify patrons of policies prohibiting patrons from discharging fireworks or building fires on the premises without a permit and shall cooperate with efforts to enforce all public laws applicable to fireworks and fire control on the premises.

7. New Hampshire Speedway covenants that if the land currently owned by E.J. Prescott, Inc. shown as Map 61, Lot 3, on the Town of Loudon Tax Maps is used in conjunction with the premises, it shall not have a means of ingress or egress on Asby Road or any other roadway other than the state highway known as Route 106.

8. New Hampshire Speedway covenants that during periods when it holds races which are expected to draw more than fifteen thousand patrons to the premises, it will arrange with the Town for traffic control personnel at the following locations and will reimburse the Town to the extent it requires: at the intersections of Route 106 and Asby Road, Clough Hill Road, Beck Road, Shaker Road, and at any other locations required by the Town or the State. In an emergency or during a bona fide shortage of personnel, it is understood that the Loudon Police Chief has the authority to control the assignment of police personnel.

9. New Hampshire Speedway covenants that it shall, at its expense, install man-made barriers totalling twenty (20) feet high at each end of the 1.02 mile track to be constructed on the premises beginning thirty (30) feet from the end of the grandstands and construct the grandstands to eighty-four (84) feet to serve as sound barriers approximately as indicated in the acoustic analysis of BBN Systems and Technologies Corporation,

attached hereto as Exhibit A. It is understood that the construction of the grandstands higher than thirty-five (35) feet will require a variance from the Loudon Board of Adjustment. New Hampshire Speedway covenants that it will make reasonable efforts to maintain, preserve and foster the growth of trees existing on the premises, consistent with responsible forestry practices, to encourage the natural sound barriers on the premises.

10. If necessary, in order to protect Wetlands on the premises, the Site Plan approval of December 15, 1988, will be amended to move the racetrack closer to Route 106 by approximately forty (40) feet if required by the New Hampshire Wetlands Board and to relocate the infield garage further north if required by the New Hampshire Wetlands Board.

11. New Hampshire Speedway covenants that it shall reduce the use by motor vehicles without mufflers on the 1.6 mile road course on the premises as follows: during April, May, September and October, three days a week will be reserved for racing only with mufflers and during June, July, and August, two days a week will be reserved for racing only with mufflers; with the exception that when a "no muffler" day is rained out, the race may be rescheduled contrary to this schedule. New Hampshire Speedway covenants that if vehicles used in C.A.R.T. sanctioned races generate a source level of noise greater than that of "stock" racing cars, it shall hold only one race of C.A.R.T. vehicles in a calendar year. The Plaintiffs agree that this covenant shall not prevent New Hampshire Speedway from rescheduling a C.A.R.T. race which has not been completed for completion later in a calendar year.

12. Any payments to be made will be made and the obligations imposed on New Hampshire Speedway, Inc. by this Agreement shall take effect only after all permits and approvals for the track have been obtained and all possibility of challenge has expired.

13. The parties agree that the limitations on use of the premises identified in Paragraphs of 7, 8, 9 and 10 of this Settlement Agreement shall be incorporated in an amendment to the Site Plan approval dated December 15, 1988, and further agrees that it shall record the amended site plan in the Merrimack County Registry of Deeds.

14. The parties agree that they have entered into this Settlement Agreement after consultation with counsel, that this Settlement Agreement shall be governed by New Hampshire law and that it may be specifically enforced by either party in an action brought forward in Merrimack County Superior Court.

15. The parties agree that the court may enter a final order and mark the docket of this case as follows: "Case settled according to the terms of the attached Settlement Agreement. The Site Plan approval dated December 15, 1988 is hereby modified to conform to Paragraphs 7, 8, 9 and 10 of the Settlement Agreement."

16. The Plaintiffs in Snyder v. Town of Loudon and the Concerned Racetrack Neighbors agree to cease all opposition to the racetrack expansion, either by public statements or contacts with any federal, state or local agency.

17. This agreement shall be binding on New Hampshire Speedway, Inc. and its successors so long as the land is used as a racetrack. The provisions of Paragraphs 1, 2, and 3 hereof shall be recorded in the Merrimack County Registry of Deeds to apply so long as the track is used as a racetrack.

WITNESS the parties signatures this _____ day of May, 1989.

NEW HAMPSHIRE SPEEDWAY, INC.

WITNESS:

BY: _____
Its duly authorized _____

CONCERNED RACETRACK NEIGHBORS

Judy Elliott

Arnold Alpert

Galen Beale

James Snyder

Susan Snyder

Steven Booth

Laurie Webster-Booth

Erwin Lange

TOWN OF LOUDON

By: _____
Selectman

By: _____
Selectman

By: _____
Selectman

By: _____
Chairman, Planning Board

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, E. J. Prescott, Inc. hereby joins in this Agreement for the sole purpose of agreeing to the provisions of Paragraph 7 of this Agreement.

E. J. Prescott, Inc.

BY: _____
Its duly authorized _____

Approved:

Presiding Justice

SECRET

COMPARISON OF EXISTING TRACK TO OVAL TRACK
WITH MAN-MADE BARRIERS

(NB. GRANDSTAND MODELLED AS A 75' BARRIER ASSUMED
WITH SUFFICIENT T.L., BILLBOARD MODELLED AS
20' BARRIER ALSO ASSUMED WITH SUFFICIENT T.L.)

BASE CASE IS OVAL TRACK WITH A HILL AS A NATURAL BARRIER

<u>RECEPTOR</u>	<u>EXISTING</u>	<u>OVAL TRACK</u>	<u>OVAL TRACK WITH GRANDSTAND</u>		<u>OVAL TRACK WITH GRANDSTAND AND BILLBOARD</u>		<u>EXISTING TRACK -OVAL TRACK WITH BARRIERS</u>
	Leq	Leq	Leq	IL	Leq	IL	IL
1	82	80	79	-1	75	-5	-7
2	89	86	83	-3	78	-8	-11
3	98	84	79	-5	76	-8	-22
4	88	82	80	-2	76	-6	-12
5	84	87	87	0	78	-9	-6
6	87	86	86	0	80	-6	-7
7	84	80	80	0	77	-3	-7
8	85	78	78	0	77	-1	-8
9	84	76	76	0	76	0	-8
10	91	78	78	0	78	0	-13
11	86	80	80	0	78	-2	-8
12	85	82	82	0	77	-5	-8
13	76	72	71	-1	70	-2	-6
14	73	72	72	0	68	-4	-5
15	75	71	71	0	69	-2	-6
16	75	72	72	0	69	-3	-6



