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SETTLEMENT AGREEMENT

The Wyoming Department of Environmental Quality, Water Quality Division (DEQ/WQD) and WESCO, enter into this Settlement Agreement to fully and finally resolve without litigation the violations alleged in **Notice of Violation (NOV) No. 3576-04, dated May 25, 2004**. The Notice of Violation alleges that WESCO: 1) FAILED TO OBTAIN A CONSTRUCTION PERMIT, in violation of the Wyoming Environmental Quality Act (Act) and applicable Water Quality Rules & Regulations or permit conditions.

W.S. 35-11-901(a)(ii) authorizes the DEQ to negotiate a stipulated settlement, including payment of a penalty, in lieu of litigation. To that end, WESCO/June Eisele Warren and the DEQ/WQD hereby stipulate and agree as follows:

1. The DEQ/WQD is responsible for enforcing the Environmental Quality Act and Chapter 11 of the Water Quality Rules & Regulations.
2. Statement of facts:
 - a. Constructed a sewer collection system without a WDEQ Permit to Construct.
 - b. Agreed that this construction was completed for economic benefit to WESCO.
 - c. WESCO has a history of not following WDEQ Permit conditions, reference WDEQ Permit 96-040.
3. WESCO/June Eisele Warren agrees to pay a total of five thousand six hundred dollars and no cents (\$5,600.00) to the Water Quality Division as a stipulated penalty for the cited violations. Payment shall be made within 7 days after execution of this Settlement Agreement by check made payable to the Wyoming Department of Environmental Quality and addressed to the Wyoming Department of Environmental Quality, Attention: Larry Robinson, Water Quality Division, Herschler Building, 4W, 122 W. 25th Street, Cheyenne, WY 82002.
4. WESCO/June Eisele Warren's full compliance with the terms of this Settlement Agreement shall constitute satisfaction for all claims by the DEQ/WQD against WESCO/June Eisele Warren based on the violations alleged in NOV No. 3576-04, and, contingent upon WESCO/June Eisele Warren's compliance with the terms of this Settlement Agreement, the DEQ/WQD will refrain from taking further enforcement action against WESCO/June Eisele Warren for these particular violations.
5. WESCO/June Eisele Warren waives any statute of limitations which may apply to an enforcement action by the DEQ/WQD involving the specific matters described in NOV No. 3576-04 in the event that WESCO/June Eisele Warren fails to fulfill its obligations under this Settlement Agreement.
6. This Settlement Agreement shall be admissible by either party without objection by the other party in any subsequent action between these parties.
7. Each party shall bear its own attorney fees and costs, if any, incurred through the date this Settlement Agreement is signed by both parties.
8. This Settlement Agreement is binding upon WESCO/June Eisele Warren, its successors and assigns, and upon the DEQ.
9. Nothing in this Settlement Agreement supercedes any provision found in any Wyoming State law, or any regulation issued by the Department of Environmental Quality or any federal law or regulation.

10. The persons signing this Settlement Agreement certify that they are duly authorized to bind their respective parties to this Settlement Agreement.

FOR WESCO/June Eisele Warren:

Signed: June Eisele Warren

Date: 7/27/04

Typed: _____

Title: Owner Manager

FOR THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY:

John V. Corra
John V. Corra, Director
Wyoming Department of Environmental Quality

Date: 7/12/04

John F. Wagner
John F. Wagner, Administrator
DEQ/Water Quality Division
JVC/JFW/RJE/bb/4-0658.ltr

Date: 7/6/04