

BOARS TUSK SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into this 4th day of April, 2006, by and among Sweetwater County, Wyoming, by and through the Board of County Commissioners, (hereinafter referred to as "County"), Trona Valley Community Federal Credit Union, a Federally insured depository (hereinafter referred to as Credit Union), and L&K Construction, LLC, a Wyoming Limited Liability Corporation with its principal place of business in Sweetwater County, Wyoming, (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS Developer has made application to County for approval of Boars Tusk (hereinafter referred to as "the Subdivision"), a proposed subdivision located in Sweetwater County, Wyoming, the final plat of which is attached hereto, marked "Exhibit A," and by this reference incorporated herein, and;

WHEREAS County, in accordance with the Subdivision Regulations of Sweetwater County, Wyoming, (hereinafter referred to as "the Regulations"), finds it necessary, as a condition of final approval of said plat, to require certain improvements along with sufficient financial assurances to guarantee and insure that all necessary and required improvements will be completed by Developer in a timely and workmanlike manner;

NOW THEREFORE, COUNTY, BANK, AND DEVELOPER HEREBY FREELY, VOLUNTARILY, AND MUTUALLY AGREE AS FOLLOWS:

- I. Approval of Plat. County agrees to approve the Subdivision and issue a Subdivision Permit upon the completion of the following acts:
 - A) Execution of this Subdivision Improvements Agreement by all parties.
 - B) Execution of final plat by all parties having any titled interest in or lien upon any lands contained within the Subdivision.
 - C) Execution and delivery of the financial assurances as required by Sections 7.a. and 9.a. of the Regulations.
 - D) Compliance by Developer with all applicable provisions of the Regulations.
- II. Installation of Required Improvements. Developer shall commence, construct, and complete the required improvements as detailed in Section 9.b. of the Regulations, Wyoming Statutes §§ 18-5-301, -315, and "Exhibit B," which is attached hereto, and incorporated herein by reference. These improvements shall be completed by Developer within one year of the date of the execution of this agreement unless an extension is granted as provided in Paragraph X. Improvements shall be made in a workmanlike manner in compliance with

"Exhibit B," in accordance with any and all applicable Local, State, and Federal regulations, including but not limited to: The Rules, Regulations, and Standards for System Operations for Ten Mile Water and Sewer District; The Wyoming Public Works Standard Specifications, Latest Edition; The Regulations; and The Sweetwater County Engineering Specifications and Guidelines, and in compliance with any and all requirements and conditions of the Board. The required improvements shall be installed, inspected, and tested as provided in Sections 9.c. and d. of the Regulations and "Exhibit B," "As-Built" drawings as required by Section 9.e. of the Regulations, shall be submitted to the County Engineer in a timely fashion, for the purposes of issuing Initial Acceptance of the improvements and establishing the beginning date of the Construction Warranty Period.

- III. Notification and Approval of County Engineer. Developer shall notify the County Engineer at least two working days prior to beginning any phase of the improvement work. Developer shall not commence construction of road improvements, or improvements within the road rights of way, until approval of the County Engineer has been obtained.
- IV. Inspections. Developer shall cooperate with all inspections related to this agreement and correct all identified defects, deficiencies, or violations. Developer shall grant access to Subdivision property for the purposes of inspections.
- V. Certified Test Reports. All testing required by Section 9.d. of the Regulations shall be performed by a certified testing firm and Developer shall bear all costs of providing certified test reports to the County Engineer. The Developer shall provide certified test reports of road base material to the County Engineer, and shall place no road base material in the streets and roadways until all tests are verified and accepted by the County Engineer.
- VI. Certification of Water System. Developer shall provide a letter from the governing board of the Ten Mile Water and Sewer District to County, indicating that the District has accepted the water lines, and that the construction and installation of all water lines was in accordance with all applicable local, state, and Federal Regulations. Developer shall provide a copy of the District's letter to the Wyoming Department of Environmental Quality.
- VII. Water Access Availability. Developer shall submit documentation from the Ten Mile Water and Sewer District that the right to adequate access to the water distribution system to complete the service to Subdivision has been secured, prior to recordation of Final Plat.
- VIII. Payment of Fees. Sweetwater County Subdivision Variance #06-02-ZO-04 waived the Fee in Lieu of Land Dedication required by Section 8.b. of the Regulations. The developer shall pay Sweetwater County an inspection fee not to exceed 3% of the total final construction costs of the project. The initial estimated of inspection fee of \$5,000 dollars shall be paid prior to the recordation of the

of inspection fee of \$5,000 dollars shall be paid prior to the recordation of the plat. If actual inspection costs exceed the \$5,000 payment, an additional fee amount will be required based on the estimated costs of the remaining inspections. The Sweetwater County Engineer will be responsible for estimating the costs of Sweetwater County inspections. After final acceptance of the subdivision by Sweetwater County, unused inspection fees will be returned to the developer.

IX. Financial Commitment and Guarantee for Required Improvements.

- A) Improvement Guarantee. Contemporaneously with the execution of this Agreement, Developer shall grant and deliver to County financial assurances as required by Section 9.a. of the Regulations and Wyoming Statute § 18-5-306 (a)(viii), as collateral to guarantee and secure that all required improvements will be provided, constructed, and installed by Developer in a timely and workmanlike manner, in compliance with plans, specifications and data approved by the County Engineer, and in accordance with "Exhibit B" and any and all applicable County, State, and Federal regulations. The amount of the Improvement Guarantee shall be \$1,403,604 which is agreed by both parties to be not less than 125% of the cost of providing and installing all required improvements. A copy of the instruments through which the financial assurances are provided is marked "Exhibit C," attached hereto, made a part hereof, and incorporated herein by reference. In the event the developer shall fail to complete any improvements as provided herein, County shall be entitled to utilize the funds secured by "Exhibit C," and any and all other available remedies, so that it may complete any such improvements and satisfy the costs and expenses of the completion of the improvements. Developer has agreed to pay Bank any and all fees associated with obtaining and maintaining the required financial assurances.
- B) Maintenance and Repair Guarantee. Developer shall furnish to County financial assurances as required by Section 7.a. of the Regulations, to cover maintenance and necessary repairs for all streets, drainage improvements and appurtenant items, which will be under the jurisdiction of County. The financial guarantee shall be for a period of one (1) year after initial acceptance of the work and shall be equal to ten percent (10%) of the value of all improvements which will be under the jurisdiction of County.
- C) Total amount of Financial Guarantee. The financial assurance provided by Developer shall be in the total sum of \$1,465,653 which is comprised of the Improvement Guarantee in the amount of \$1,403,604, and the Maintenance and Repair Guarantee in the amount of \$62,049.
- D) Release of Financial Assurances. Financial Assurances provided pursuant to this Agreement to guarantee improvements, shall not be withdrawn, released, or reduced in amount without the approval of the Planning and Zoning Commission. Financial Assurances provided pursuant to this Agreement to

1055 PG# 1073
RECORDED 4/06/2006 AT 03:39 PM REC# 1468517 BK#
LORETTA BAILIFF, CLERK OF SWEETWATER COUNTY, WY Page 3 of 47

guarantee maintenance and repair of improvements, shall not be withdrawn, released, or reduced in amount without the approval of the Board of County Commissioners.

- X. Extension of Agreement. It is expressly understood and agreed that this Agreement may be extended by mutual assent of all parties for an additional period not to exceed six (6) months, when said extension is reasonable and related to the temporary impracticability or impossibility of completion within the time frame agreed upon in Paragraph II. Any extension must be in writing and signed by all parties.
- XI. Modification of Agreement. Any modification of this Agreement shall be binding only if evidenced in writing signed by each party.
- XII. Entire Agreement. This Agreement shall, constitute the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on any party except to the extent incorporated in this Agreement.
- XIII. Assignment of Agreement. Developer shall not assign this Agreement without the written consent of County.
- XIV. Absence of Waiver. Failure on the part of County to enforce the strict performance of the terms and conditions of this Agreement shall not constitute or be construed as a waiver or relinquishment of the rights of County under this Agreement thereafter to enforce any such terms or conditions. All provisions of this agreement are continuing and shall be in full force and effect during the term of this Agreement, and are not waived by reason of any lenience which may have been granted or extended by County on account of prior default in performance of the terms and conditions herein.
- XV. Enforcement. Time is of the essence of this Agreement. In the event of failure by any party to comply with the terms of this Agreement, the non-defaulting party has the right to institute appropriate legal action to enforce the provisions of this Agreement or to recover for the breach of the terms hereof.
- XVI. Sovereign Immunity. County does not waive its sovereign immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Agreement.
- XVII. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming.
- XVIII. Minimum Requirements. The requirements of the Regulations shall be applicable to the Subdivision unless specifically altered or waived by this Agreement.

XIX. Covenants Binding. The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, devisees, legates, executors, administrators, successors and assigns of the parties hereto.

XX. Partial Invalidity. The partial invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and affect.

Dated this 3rd day of April, 2006.

L&K Construction, LLC, Developer

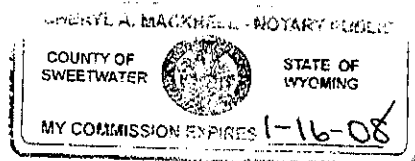
By: [Signature]
Kevin Ringdahl,
President

State of Wyoming }
County of Sweetwater } ss.

3rd The forgoing Subdivision Improvements Agreement was acknowledged before me this day of April, 2006, by Kevin Ringdahl.

Witness My Hand and Official Seal.

Cheryl A. Macknell
NOTARY PUBLIC
Dated this 3rd day of April, 2006.



Dated this 31st day of March, 2006.



RECORDED 4/06/2006 AT 03:38 PM REC# 1460517 BK# 1055 PG# 1075
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 5 of 47

Trona Valley Community Federal Credit Union,

By:

Marsha Tynsky, President

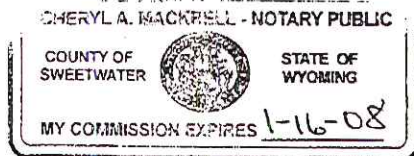
State of Wyoming

County of Sweetwater

ss.

The forgoing Subdivision Improvements Agreement was acknowledged before me this 31st day of March, 2006, by Marsha Tynsky
Witness My Hand and Official Seal.

Cheryl A. Mackrell
NOTARY PUBLIC



Dated this 4 day of April, 2006.

BOARD OF COUNTY COMMISSIONERS
FOR SWEETWATER COUNTY,
WYOMING

By:

John D. Pallesen, Chairman
Board of County Commissioners for
Sweetwater County, Wyoming



Loretta Bailiff
Loretta Bailiff,
Sweetwater County Clerk

RECORDED 4/26/2006 AT 03:30 PM REC# 1468317 BK# 1033 PG# 1076
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 6 of 47

ATTACH THE FOLLOWING DOCUMENTS

"Exhibit A"


Attached copy of the approved Boars Tusk Subdivision Final Plat

"Exhibit B" –

Includes: Approved construction plans for all improvements proposed for Subdivision; any restrictive covenants required by §§ 8.f(3) and 5.d(6)(e) of the Regulations, and any letter, certification, or statement required to be obtained from any Federal, State, or local regulatory agency

"Exhibit C" –

A copy of Multiple Irrevocable Letter(s) of Credit from Trona Valley Credit Union, marked "Exhibit C"


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LORETTA BAILIFF, CLERK OF SWEETWATER COUNTY, WY Page 7 of 47



Department of Environmental Quality

To protect, conserve and enhance the quality of Wyoming's environment for the benefit of current and future generations

Dave Freudenthal, Governor



RECEIVED

John D. Palleen, Director

January 12, 2006

John D. Palleen, Chairman
Sweetwater County Board of Commissioners
80 West Flaming Gorge Way
Green River, WY 82935

JAN 18 2006

06-01-051
**SWEETWATER COUNTY
COMMISSIONER'S OFFICE**

RE: Boars Tusk Subdivision, Sweetwater County, and WDEQ Application #05-S-059

Dear Mr. Chairman:

The Wyoming Department of Environmental Quality (WDEQ) has completed the review of the above referenced subdivision pursuant to W.S. 18-5-306. The WDEQ has an 'Adequate' recommendation on this proposed subdivision. The complete review, from the Wyoming State Engineer's Office, of how water rights appurtenant to this subdivision will be address by the subdivider, based on Wyoming Statute 18-5-306(a)(xi), has not been received. Water rights recommendations from the State Engineer's Office will be forwarded upon receipt. Our recommendations regarding the feasibility of the proposed water and sewage systems pursuant to the requirements of W.S. 18-5-306 (c) is based on the following findings:

Findings as to the safety and adequacy of the proposed sewage system:

WDEQ has reviewed the suitability of the subdivision soils for the use of conventional leach fields and finds that the successful location of leach fields will require the services of a Professional Engineer. WDEQ's 'Adequate' recommendation is therefore based on the requirement that each septic system be designed by a Professional Engineer licensed with the State of Wyoming. The following language, or similar, language needs to be added to the plat and/or all offers, solicitations, advertisements, contacts, and agreements relating to the subdivision, advising potential buyers of the Wyoming Department of Environmental Quality's requirements for the construction of septic systems:

Individual home/lot owners must hire a Professional Engineer Licensed with the State of Wyoming, to obtain a Chapter 3 Permit to Construct, from the Wyoming Department of Environmental, Water Quality Division to authorize the construction of a septic system with leach field. Home/lot owners must submit the permit application to the Southwest District Engineer, Water Quality Division, 510 Meadowview Drive, Lander, WY 82520.

In addition to the above Wyoming Department of Environmental Quality requirements, Sweetwater County's requirements must be met. Sweetwater County has been delegated by the department to issue septic system permits and must be contacted. The County has the responsibility to ensure, prior to issuing the permits that all county permit requirements and design standards will be met.

COPIES TO:

John *Bob*
Joe *Mark K.*
Galley
Jim

EXHIBIT B pg 1 of 36

Page 1 of 2

Lander Field Office • 510 Meadowview Drive • Lander, WY 82520 • <http://deq.state.wy.us>

ABANDONED MINES
(307) 332-5065
FAX 332-7726

AIR QUALITY
(307) 332-6755
FAX 332-7726

LAND QUALITY
(307) 332-3047
FAX 332-7726

SOLID & HAZARDOUS WASTE
(307) 332-6924
FAX 332-7726

WATER QUALITY
(307) 332-3144
FAX 332-3183



RECORDED 4-06-2006 AT 03:30 PM REC# 1468517 BK# 1085 PG# 1079
LORETTA BAILIFF, CLERK OF SWEETWATER COUNTY, WY Page 9 of 47

Chairman
Sweetwater County Board of Commissioners
January 12, 2006

Findings as to the safety and adequacy of the proposed water system:

The proposed water system is an extension of the Ten Mile Water and Sewer District water system (public water system number 5601369). The WDEQ finds the proposed water system to be 'Adequate'. The water system, is regulated by the Water Quality Division of the Wyoming Department of Environmental Quality and the United States Environmental Protection Agency. It is the responsibility of the subdivider to apply to The Wyoming Department of Environmental Quality Water Quality Division for a Chapter 3 Permit to Construct before starting construction on the water distribution system.

Conclusion(s):

The department has an 'Adequate' recommendation on this proposed subdivision.

Disclaimer

Nothing in WDEQ's recommendations or comments regarding the subdivider's proposal shall be construed to relieve the subdivider of their obligation to obtain any permits or additional approval from any local state or federal agencies/entities as required by law, rules and regulations, or ordinance. Nothing in these recommendations commits the WDEQ or the delegated county to the issuance of required permits for construction, operation, or modification of water supply and/or wastewater systems. It is the duty of the subdivider/developer to comply with all applicable federal, state and local requirements.

Please do not hesitate to contact me at (307) 332-3144 if you have any questions on the recommendations or need any assistance on how to proceed with this application.

Sincerely,



Mark Baron, P. E.
Environmental Senior Analyst
Water Quality Division

xc:

Mark Kot, Sweetwater County Planning & Zoning, 80 West Flaming Gorge Way, Green River, Wyoming 82935

Chuck Sykes, Sweetwater County Environmental Health, 80 West Flaming Gorge Way, Green River, Wyoming 82935

Kevin G. and Laura E. Ringdahl, P.O. Box 1449, Green River, WY 82935

Randy Hansen, P.E., 1515 Ninth Street, Suite A, Rock Springs 82901

Mike Ebsen, Wyoming State Engineers Office, Herschler Building, 4th Floor East, Cheyenne, WY 82002

IPS-Cheyenne
chron & file(2)



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LORETTA BAILIFF, CLERK OF SWEETWATER COUNTY, WY Page 10 of 47

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2 March 2006
JFC Project No. 6661-04E

1515 Ninth Street, Suite A
Rock Springs, Wyoming 82901
Phone (307) 362-7519
Fax (307) 362-7569

Mr. Mark Kot
County Planner
Sweetwater County
80 West Flaming Gorge Way
Green River, WY 82935

RECORDED 4/05/2006 AT 03:38 PM REC# 1460517 BK# 1055 PG# 1081
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 11 of 47

**Subject: Boars Tusk Subdivision
Adequacy of Septic Tanks and Leach Fields**

Dear Mr. Kot:

The Boars Tusk Subdivision has no proposed public sewage disposal system. Percolation tests were performed in the subdivision to assess the potential for septic tanks and leach fields for private sewage disposal. This information and related data is found in the Engineering Report for the subdivision.

The data indicates that there are locations within each lot that will achieve the required percolation rates specified in Wyoming DEQ Regulations – Chapters 3 and 11. Locations with shallow bedrock shall utilize a mound system to obtain proper separation between the bottom of the leach field and the bedrock.

I certify that the adequacy and safety of the sewage disposal system proposed for the Boars Tusk Subdivision will meet the standard of Sweetwater County Subdivision Regulations, Section 5.d.(6)(g) and Section 5.d.(6)(h), if the proposed individual lot septic systems and leach fields comply with the following DEQ required final plat note:

Individual lot owners shall obtain Chapter 3 Permit to Construct form WDEQ-WQD to authorize the construction of a septic system with leach field. The permit application must be submitted by a Professional Engineer Licensed with the State of Wyoming to:

Southwest District Engineer
Water Quality Division
510 Meadowview Drive
Lander, WY 82520

I further certify that the following statement, "NO PROPOSED CENTRALIZED SEWAGE SYSTEM", will appear on the face of the plat and to the best of my knowledge will appear in all offers, advertisements, contracts, plats and covenants relating to this subdivision.

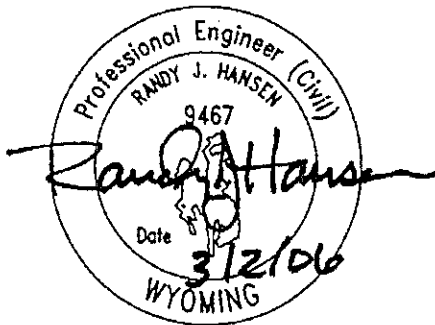
EXHIBIT B pg 3 of 36

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SWEETWATER COUNTY
PLANNING & ZONING DEPT.

Mr. Mark Kot
Project No. 6661-04E
2 March 2006
Page 2

In addition to obtaining a Chapter 3 Permit to Construct, the lot owner will be required by the County to obtain a permit from the Sweetwater County Environmental Health Director.

Sincerely,



Randy J. Hansen, PE
Project Engineer



RECORDED 4/06/2006 AT 03:30 PM REC# 1488517 BK# 1055 PG# 1082
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 12 of 47

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- The subdivider will be responsible for negotiating and acquiring all necessary easements. The subdivider will be responsible for construction of the waterlines, all construction to comply with the materials and construction specifications provided to JFC.

- Upon completion of construction, which will be after acceptance of the final plat of the subdivision, the subdivider will be required to transfer all easements and the improvements therein to Ten Mile Water and Sewer District, without consideration other than provision of water to residents of the subdivision. These residents will of course be billed for water consumed.

- To partially defray the cost to the subdivider of easement acquisition and construction cost, Ten Mile is waiving tap fees, both as to the subdivider and to lot owners.

If you need clarification or additional information please notify Richard Mathey, the subdivider's attorney. He in turn will contact Ten Mile.

Sincerely,

Ten Mile Water and Sewer District

By: Clement R. Williams
Clement Ray Williams,
Secretary/Treasurer

enclosure

RECORDED 4/06/2006 AT 03:30 PM REC# 1468517 BK# 1055 PG# 1085
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 15 of 47

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TEN MILE WATER AND SEWER DISTRICT
P.O. BOX 1626
ROCK SPRINGS, WYOMING 82901

February 27, 2006

Mr. Mark Kot, Director
Sweetwater County Planning & Zoning
80 West Flaming Gorge Way
Green River, Wyoming 82935

RE: Boars Tusk Subdivision

Dear Mr. Kot:

Reference is made to a letter dated November 4, 2005 from Ten Mile Water and Sewer District to you regarding Boars Tusk Subdivision. Richard Mathey, attorney for the developer, has advised me that the Sweetwater County Department of Staff & Technical Resources has found the letter to be insufficient in certain respects. Ten Mile Water and Sewer District is providing this letter to address those insufficiencies.

- Ten Mile Water and Sewer District is aware that the Boars Tusk Subdivision will consist of nineteen separate lots. Ten Mile is capable of providing water to all nineteen lots. Indeed, Ten Mile is planning on doing so and at this time Ten Mile has reserved nineteen taps for the subdivision.

- The developer will be permitted to access Ten Mile's water distribution system for the purpose of installing water services to each of the nineteen lots in the subdivision.

Ten Mile Water and Sewer District

RECORDED 4/06/2006 AT 03:30 PM REC# 1460517 BK# 1055 PG# 1086
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 16 of 47

By:

Clement R. Williams
Clement Ray Williams,
Secretary/Treasurer

EXHIBIT B pg 8 of 36

cc: L & K Construction, LLC

RECEIVED

MAR 07 2006

2/28/06 Ray delivered original to Kot
SWEETWATER COUNTY
PLANNING & ZONING DEPT.

PROTECTIVE COVENANTS, CONDITIONS
AND
RESTRICTIONS FOR BOARS TUSK SUBDIVISION

WHEREAS L & K Construction, L.L.C. is the sole owner of Boars Tusk Subdivision, a duly platted subdivision located in Sweetwater County, Wyoming, the perimeter boundaries of which are described on Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS L & K Construction, L.L.C. (hereafter "Declarant") desires to place certain covenants and restrictions on said subdivision for the benefit and protection of the Declarant as well as those purchasing lots in Boars Tusk Subdivision; and

WHEREAS the Declarant intends that this instrument shall define the covenants and restrictions on Boars Tusk Subdivision and, after recording in the office of the Sweetwater County, Wyoming, Clerk and Ex-Officio Register of Deeds, this instrument shall provide record notice of said covenants and restrictions to all subsequent purchasers of lots within the Boars Tusk Subdivision.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that all lots in the Boars Tusk Subdivision acquired after the date of recording of these Protective Covenants, Conditions And Restrictions For Boars Tusk Subdivision are subject to the following covenants, restrictions and conditions:

I. DECLARATION

Declarant hereby declares that all lots in the Boars Tusk Subdivision acquired after the date of recording of these Protective Covenants, Conditions And Restrictions For Boars Tusk Subdivision shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the protective covenants, conditions, restrictions and easements hereafter set forth. These covenants shall run with the property and bind all parties acquiring any legal or equitable interest in the property; and shall inure to the benefit of every owner of any part of the property.

II. DEFINITIONS

The following terms and phrases used in these Covenants shall be defined as follows:

A. Covenants. Covenants shall mean these Protective Covenants, Conditions And Restrictions For Boars Tusk Subdivision.

B. Declarant. Declarant shall mean L & K Construction, L.L.C.

C. Developer. Developer shall mean L & K Construction, L.L.C. or successors or assigns to whom L & K Construction, L.L.C. transfers or conveys lots in the property for the specific purpose of resale.

D. Front Portion. Front Portion shall mean that portion of a lot in Boars Tusk Subdivision between the front of a house and the adjoining road.

E. Lot. Lot shall mean a discreet, numbered, subdivided parcel of property as depicted on the Final Plat of the Boars

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RECORDED 4/06/2006 AT 03:30 PM REC# 1468517 BK# 1055 PG# 1087
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1515 Ninth Street, Suite A
Rock Springs, Wyoming 82901
Phone (307) 362-7519
Fax (307) 362-7569

2 March 2006
JFC Project No. 6661-04E

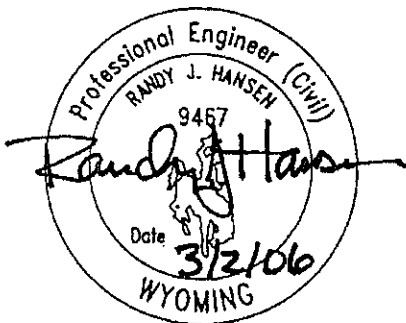
Mr. Mark Kot
County Planner
Sweetwater County
80 West Flaming Gorge Way
Green River, WY 82935

**Subject: Boars Tusk Subdivision
Adequacy of Water Distribution System**

Dear Mr. Kot:

I certify that the domestic water source intended for use for the Boars Tusk Subdivision, as documented by Ten Mile Water and Sewer District in their letter to Sweetwater County dated November 4, 2005 (enclosed), meets the requirement for adequacy and safety under Sweetwater Development Code 5.d.(6)(j). I further certify the plan for domestic water supply meets county, state, and federal standards in accordance with the aforementioned code.

Sincerely,



Randy J. Hansen, PE
Project Engineer

RECORDED 4/05/2006 AT 03:38 PM REC# 1468517 BK# 1055 PG# 1003
LORETTA BAILIFF, CLERK OF SWEETWATER COUNTY, WY Page 13 of 47

Enc.

EXHIBIT B pg 5 of 36

J:\Data\6661\rfh\docs\wateradequacy-revised.doc

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MAR 03 2006

SWEETWATER COUNTY
PLANNING & ZONING DEPT.

TEN MILE WATER AND SEWER DISTRICT
P.O. BOX 1626
ROCK SPRINGS, WY 82901

November 4, 2005

Mr. Mark Kot, Director
Sweetwater County Planning & Zoning
80 West Flaming Gorge Way
Green River, WY 82935

RE: Boars Tusk Subdivision

Dear Mr. Kot:

Please be advised that Ten Mile Water and Sewer District has been contacted by Kevin Ringdahl, on behalf of L & K Construction, L.L.C., subdivider of the proposed Boars Tusk Subdivision. Mr. Ringdahl has requested Ten Mile Water and Sewer District to provide water to the lots in the subdivision and Ten Mile Water and Sewer District has consented to do so. This letter is confirmation to Sweetwater County Planning & Zoning that Ten Mile has so consented.

In connection with provision of confirmation, please be advised as follows:

- Size and location of the water main which will service Boar's Tusk Subdivision has been disclosed to and approved by Ten Mile and the Joint Powers Water Board.
- Ten Mile's system can and will provide adequate potable water service to the proposed subdivision. Ten Mile is willing to do so, Ten Mile has committed to the owner to do so, Ten Mile has the hydraulic capacity to do so and JPWB, from whom Ten Mile purchases water, has adequate treatment facilities to provide potable water to the subdivision.
- The subdivider's engineering firm, JFC, has been given a copy of the materials and construction specifications applicable to the waterlines to be constructed. Some of the waterlines will be within the exterior boundaries of the subdivision. Some will be outside the exterior boundaries.
- The point of connection of the waterlines to be built with existing Ten Mile lines is as depicted on the enclosed Boars Tusk Subdivision Proposed Waterline Easement drawing prepared by JFC Engineers Surveyors.

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LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 14 of 47

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PROTECTIVE COVENANTS, CONDITIONS
AND
RESTRICTIONS FOR BOARS TUSK SUBDIVISION

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NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that all lots in the Boars Tusk Subdivision acquired after the date of recording of these Protective Covenants, Conditions And Restrictions For Boars Tusk Subdivision are subject to the following covenants, restrictions and conditions:

I. DECLARATION

Declarant hereby declares that all lots in the Boars Tusk Subdivision acquired after the date of recording of these Protective Covenants, Conditions And Restrictions For Boars Tusk Subdivision shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the protective covenants, conditions, restrictions and easements hereafter set forth. These covenants shall run with the property and bind all parties acquiring any legal or equitable interest in the property; and shall inure to the benefit of every owner of any part of the property.

II. DEFINITIONS

The following terms and phrases used in these Covenants shall be defined as follows:

A. Covenants. Covenants shall mean these Protective Covenants, Conditions And Restrictions For Boars Tusk Subdivision.

B. Declarant. Declarant shall mean L & K Construction, L.L.C.

C. Developer. Developer shall mean L & K Construction, L.L.C. or successors or assigns to whom L & K Construction, L.L.C. transfers or conveys lots in the property for the specific purpose of resale.

D. Front Portion. Front Portion shall mean that portion of a lot in Boars Tusk Subdivision between the front of a house and the adjoining road.

E. Lot. Lot shall mean a discreet, numbered, subdivided parcel of property as depicted on the Final Plat of the Boars

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LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 17 of 47



1515 Ninth Street, Suite A
Rock Springs, Wyoming 82901
Phone (307) 362-7519
Fax (307) 362-7569

2 March 2006
JFC Project No. 6661-04E

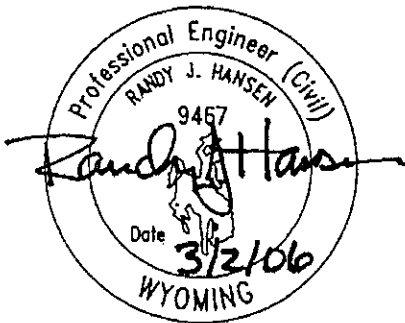
Mr. Mark Kot
County Planner
Sweetwater County
80 West Flaming Gorge Way
Green River, WY 82935

**Subject: Boars Tusk Subdivision
Adequacy of Water Distribution System**

Dear Mr. Kot:

I certify that the domestic water source intended for use for the Boars Tusk Subdivision, as documented by Ten Mile Water and Sewer District in their letter to Sweetwater County dated November 4, 2005 (enclosed), meets the requirement for adequacy and safety under Sweetwater Development Code 5.d.(6)(j). I further certify the plan for domestic water supply meets county, state, and federal standards in accordance with the aforementioned code.

Sincerely,



Randy J. Hansen, PE
Project Engineer

RECORDED 4/06/2006 AT 03:38 PM REC# 1468517 BK# 1035 PG# 1083
LORETTA BAILIFF, CLERK OF SWEETWATER COUNTY, WY Page 13 of 47

Enc.

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J:\Data\6661rjh\docs\wateradequacy-revised.doc

RECEIVED

MAR 03 2006

SWEETWATER COUNTY
PLANNING & ZONING DEPT.

TEN MILE WATER AND SEWER DISTRICT
P.O. BOX 1626
ROCK SPRINGS, WY 82901

November 4, 2005

Mr. Mark Kot, Director
Sweetwater County Planning & Zoning
80 West Flaming Gorge Way
Green River, WY 82935

RE: Boars Tusk Subdivision

Dear Mr. Kot:

Please be advised that Ten Mile Water and Sewer District has been contacted by Kevin Ringdahl, on behalf of L & K Construction, L.L.C., subdivider of the proposed Boars Tusk Subdivision. Mr. Ringdahl has requested Ten Mile Water and Sewer District to provide water to the lots in the subdivision and Ten Mile Water and Sewer District has consented to do so. This letter is confirmation to Sweetwater County Planning & Zoning that Ten Mile has so consented.

In connection with provision of confirmation, please be advised as follows:

- Size and location of the water main which will service Boar's Tusk Subdivision has been disclosed to and approved by Ten Mile and the Joint Powers Water Board.
- Ten Mile's system can and will provide adequate potable water service to the proposed subdivision. Ten Mile is willing to do so, Ten Mile has committed to the owner to do so, Ten Mile has the hydraulic capacity to do so and JPWB, from whom Ten Mile purchases water, has adequate treatment facilities to provide potable water to the subdivision.
- The subdivider's engineering firm, JFC, has been given a copy of the materials and construction specifications applicable to the waterlines to be constructed. Some of the waterlines will be within the exterior boundaries of the subdivision. Some will be outside the exterior boundaries.
- The point of connection of the waterlines to be built with existing Ten Mile lines is as depicted on the enclosed Boars Tusk Subdivision Proposed Waterline Easement drawing prepared by JFC Engineers Surveyors.

RECORDED 4/06/2006 AT 03:30 PM REC# 1468517 BK# 1055 PG# 1284
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 14 of 47

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Tusk Subdivision, as recorded in the office of the County Clerk of Sweetwater County, Wyoming.

F. Owner. Owner shall mean the record owner of a lot, and does not include those having an interest in any lot as security for the performance of an obligation.

G. Property. Property shall mean the real property described in the Final Plat of the Boars Tusk Subdivision, as recorded in the office of the County Clerk of Sweetwater County, Wyoming.

III. LAND USE AND BUILDING TYPE

Only new construction or alteration of existing construction shall be permitted. Except as specifically provided to the contrary herein, the property shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on the property other than one single family dwelling, with attached garage not to exceed 1,500 square feet in area, an additional private garage which may be separate from the dwelling, an additional out building not to exceed 2,000 square feet in area and a horse barn/tack room with corrals. All construction shall be compatible with existing structures within the subdivision. No modular or manufactured housing is permitted. In addition, the following restrictions are applicable:

A. No galvanized metal roofs shall be allowed on any buildings.

B. All homes must have a minimum of eighteen hundred (1,800) square feet of living space on the ground floor, exclusive of attached garage and porches.

C. No buildings shall be erected contrary to applicable Sweetwater County, Wyoming building and zoning regulations. Without limiting the generality of the foregoing, any construction done on slopes greater than 10% will be required to be done in accordance with the Slope Overlay Regulations of Sweetwater County that are in effect when construction occurs.

D. The immediate area around the dwelling on any lot in the subdivision shall be landscaped within one year of construction of the dwelling.

E. If any lots in Boars Tusk Subdivision are further subdivided, all covenants, conditions and restrictions established by these Protective Covenants, Conditions And Restrictions For Boars Tusk Subdivision shall be applicable to the lots into which existing lots are subdivided. Further, no existing lots in Boars Tusk Subdivision shall be subdivided into lots that are three acres or less in area.

IV. PROHIBITED STRUCTURES AND CONSTRUCTION MATERIALS

A. No trailer home, mobile home, camper, skid structure, garage, outbuilding, or any other structure of a temporary or mobile nature, shall be used in the area as a place of residence or habitation, either temporarily or permanently, except as the same may be customarily employed by contractors for and during the construction of improvements thereon. No house trailer, camper trailer, skid structure, tent, shack or any other structure of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on any property. The term "trailer home" or "mobile home" as used herein shall mean any building or structure with wheels and/or axles; and any vehicle used or constructed so as

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to permit its being used for transport upon the public streets or highways and constructed in a manner as to permit occupancy thereof as a dwelling or sleeping place for one or more persons; and shall also mean any such building, structure or vehicle, whether or not wheels and/or axles have been removed, after such building, structure or vehicle has been placed either temporarily or permanently upon a foundation.

B. No structures, including fences and corrals, shall be constructed in Boars Tusk Subdivision using railroad ties or timber slabs. The exterior of all wooden structures, except corrals, shall be painted, stained or otherwise coated.

V. SIGNS AND LIGHTS

Except with the written consent of Developer as to dimensions or purpose, no signs or exterior lights of any character shall be placed or maintained on any lot except:

A. A sign identifying the owner or occupant thereof, no dimension of which exceeds three (3) feet. Said signs shall not be illuminated unless affixed to the exterior of the main dwelling.

B. Any light used to illuminate parking areas, grounds, building exteriors or used for any other purpose shall be so arranged as to direct the light away from any adjacent or nearby properties and away from the vision of passing motorists.

C. Christmas lights and ornaments will be permitted during the holiday season.

VI. LIVESTOCK AND ANIMALS

Boars Tusk Subdivision is zoned R-2. Subdivision residents are reminded that commercial agriculture is not permitted in R-2 zones.

Regarding animals kept and maintained by subdivision residents, no cows, goats, sheep, pigs, chickens, ducks, geese or other farm animals of any kind are permitted, except as children's 4-H projects. Only two 4-H animals per each child of a record owner of a lot in the subdivision may be kept, and said animals may be kept only between the months of January through August, inclusive.

No lot owner(s) may keep more than one dog per two acres of lot size; and one cat per two acres of lot size.

Regarding horses (which shall include mules, burros and llamas, each mule, burro or llama being counted as one horse), Declarant intends that the property subject to these covenants, conditions and restrictions may be used to keep horses. A horse barn/tack room is specifically authorized in IV.B. above. No more than two (2) horses per acre may be kept on any lot.

VII. VEHICULAR RESTRICTIONS

No vehicles, trailers, motor homes, trailer homes, horse trailers, or any other means of conveyance, wheeled or otherwise and of whatsoever kind or nature, including but not limited to water craft, whether for the carriage or transport of persons, animals or materials, and whether motor-powered or otherwise, shall be parked on any streets within the subdivision at any time. No

vehicle of a size larger than a now standard American manufacture motor car or pick-up truck, and no vehicle the primary use or design of which is for the transportation of passengers, and no vehicles intended to be used primarily for sport, commerce or industry, such as trucks, campers, house trailers, buses, boats and boat trailers, snowmobiles and snowmobile trailers, tractors and other farm implements shall be parked or maintained on any part of the front portions or driveways of any lot for a continuous period of more than forty-eight hours (48) hours, unless such vehicle or equipment is placed in a garage.

Motorcycles, snowmachines and all-terrain vehicles are not to be operated in the subdivision at anytime, except as legitimate transportation confined to the roadways in Boars Tusk Subdivision.

VIII. DRAINAGE

Drainage of all surface area of Boars Tusk Subdivision was carefully engineered and drainage structures and improvements were constructed at the time of subdivision. Each lot in the subdivision is subject to a drainage easement or easements as said easements are depicted on the official plat of the subdivision filed and recorded in the Office of the Sweetwater County, Wyoming Clerk and Ex-Officio Register of Deeds on _____ at _____ . Maintenance and upkeep of drainage easements outside the County right-of-way will be the responsibility of the individual lot owner. Fences, walls or footings that would impede drainage flows within those drainage easements and regrading of drainage easements shall not be permitted. Drainage ditches that parallel the roads will be maintained by the county. Each lot owner is responsible for maintenance of such drainage structures and improvements as are located upon lot owner's lot. In addition, any lot owner who fails to maintain the drainage structures and improvements located on his/her lot shall be solely and exclusively liable for any damages that proximately result from failure of the lot owner to perform the maintenance required by this Article VIII.

IX. UTILITY SERVICES

Availability of water is as noted on the Final Plat of Boars Tusk Subdivision and on the "As Builts" on file with the Sweetwater County Land Use Department. All utility service lines and other service lines (such as cable television) shall be underground or located inside the boundaries of buildings. Lot owners are responsible for bringing utilities from lot boundaries to points of consumption within the lots.

X. UTILITY EASEMENTS

Easements for installation and maintenance of utilities are reserved and are shown on the Final Plat of Boars Tusk Subdivision. No structure shall be placed or permitted to remain within the limits of the easement which may endanger or interfere with the installation and maintenance of utilities. Landscaping of the easement area shall be maintained by the owner of the property.

XI. SEWER AND SEPTIC SYSTEMS

As a precondition of acceptance of the Final Plat of Boars Tusk Subdivision by Sweetwater County, Wyoming, the Land Use Planning Department of Sweetwater County and the Department of Environmental Quality of the State of Wyoming requires the Developer to notify lot owners of the following in these Protective Covenants, Conditions And Restrictions For Boars Tusk Subdivision:

Individual home/lot owners must hire a Professional Engineer licensed with the State of Wyoming, to obtain a Chapter 3 Permit to Construct, from the Wyoming Department of Environmental Quality, Water Quality Division, to authorize the construction of a septic system with leach field. Home/lot owners must submit the permit application to the Southwest District Engineer, Water Quality Division, State of Wyoming. At the time of filing of these covenants the address of the Southwest District Engineer, Water Quality Division, is 510 Meadowview Drive, Lander, WY 82520.

XII. WASTE DISPOSAL AND TRASH

All exterior garbage containers shall be screened from view of adjoining property owners and roads. The use of exterior garbage containers shall be restricted to the disposition of household waste and garbage. No garbage, trash, brush piles, rubbish, junk, inoperative vehicles, including trailers as defined in the contexts of these covenants, and no other unsightly items of property or waste shall be collected, placed or permitted to accumulate on any property. Owners and occupants shall do everything necessary or desirable to keep their lots neat and in good order. If an owner or occupant permits any such rubbish, debris, or trash to remain upon its lot then the Developer, or such person or persons as the Developer may from time to time designate, may enter upon the property and may remove the same therefrom or otherwise cause compliance herewith and such owner or occupant shall forthwith upon such entry be liable to the Developer for the full cost of enforcing compliance herewith. Any entry for said purposes shall not be deemed to be a trespass upon the property, and the decision of the Developer shall be conclusive as to whether or not this covenant has been violated; provided, however, that notice of any violation thereof shall have been given the owner and/or occupant in writing not less than five (5) days prior to any such entry.

Manure shall be removed from each subdivision lot by the owner and shall be disposed of in a lawful manner. Manure removed shall be done as needed, but no less than two times per year.

XIII. HUNTING AND FIREARMS

There will be no discharging of firearms or hunting of any nature within the boundaries of Boars Tusk Subdivision.

XIV. NUISANCES

No noxious or offensive activity shall be carried on upon any property, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other owners in the enjoyment of their property. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices shall be placed or used upon any property, except for those devices designed and installed to protect the security of the properties and improvements located thereon.

XV. PROHIBITED ACTIVITIES

No business, commercial, or manufacturing enterprise, or any enterprise of any kind or nature that will generate any additional street traffic in Boars Tusk Subdivision, whether or not conducted for profit, shall be operated, maintained or conducted on or in any property in Boars Tusk Subdivision. Further, no dwelling or any part thereof may be used as a boarding or rooming house; provided, however, that the main dwelling on any lot within Boars Tusk

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Subdivision may be leased by the owner for use as a single family dwelling.

XVI. ENFORCEMENT OF COVENANTS

The Boars Tusk Subdivision will not have an architectural or homeowner control committee. Instead, any homeowner or homeowners within the addition may through legal process enjoin construction of and/or require removal of improvements which do not comply with the provisions of this declaration. If suit is filed to enforce a provision or provisions of this declaration, then the party(s) against whom this declaration is being enforced shall be liable for and shall pay the attorney fees and court costs of the enforcing party(s).

ALL PERSONS WHO SIGN THIS DECLARATION AND ALL PERSONS WHO MAY HEREAFTER PURCHASE PROPERTY WITHIN THE BOARS TUSK SUBDIVISION ARE SPECIFICALLY ADVISED OF THE FOLLOWING:

- If you attempt to erect an improvement which does not comply with the provisions of this declaration, this Paragraph XVI provides that a Court may issue an order forcing you to stop and forcing you to remove that which has been constructed.

- If you erect an improvement which does not comply with the provisions of this declaration, this Paragraph XVI provides that a Court may require you to tear it down. You will therefore lose the cost of construction, as well as incur the cost of removal.

- If a lawsuit is required to enforce the provisions of this declaration against you, this Paragraph XVI provides that a Court may require you to pay not only your own attorney fees to defend, but also the attorney fees of the party(s) enforcing the provisions of this declaration, and costs of suit. VIOLATION OF ANY PROVISION OF THIS DECLARATION WILL BE VERY EXPENSIVE FOR THE PARTY(S) VIOLATING.

In the event any property owner is uncertain whether construction of an improvement would violate the provisions of this declaration, the property owner is encouraged to speak to other homeowners in the addition. Consent in writing of a majority of homeowners (at the time consent is sought) to proposed construction of an improvement shall be conclusive proof that the proposed construction complies with the provisions of this declaration. For purposes of determining a majority of homeowners the following rules shall apply:

A. Each lot on which a house has been constructed, and a certificate of occupancy issued, shall have one (1) vote; and

B. Any person having a recorded ownership interest in the home (exclusive of mortgagees and other parties with security interests) is authorized to vote the lot, regardless of whether there are other co-owners.

The above provisions shall not be construed as limiting the manners and methods through which the provisions of this declaration may be enforced. In addition to the enforcement options provided above, enforcement of this declaration may be by any available proceeding at law or in equity, including but not limited to proceedings for recovery of damages, against any person violating or attempting to violate any of the provisions hereof. As provided above, in any suit to enforce a provision or provisions of this declaration, the party against whom this declaration is being enforced shall be liable for and shall pay the attorney fees

and court costs of the enforcing party.

XVII. LEGAL PROVISIONS

A. Non-waiver. No delay on the part of the Declarant or any other person in the exercise of any right, power, or remedy contained herein shall be construed as a waiver thereof or acquiescence therein.

B. Modification. These restrictions may be modified or amended by a majority of lot owners of Boars Tusk Subdivision. In any vote by lot owners, each lot shall be entitled to one vote and one vote only.

C. Severable. These restrictions shall be severable and if any be held unenforceable by any court of competent jurisdiction, all remaining restrictions and covenants herein set forth shall remain in full force and effect.

D. Limited Liability. Neither the Declarant, nor any officer, agent or employee of Declarant, shall be liable to any owner or other person for any action or for failure to act with respect to any matter herein. The Declarant shall release, hold harmless, defend and indemnify every present and former officer of Declarant and every present and former limited liability member against all liabilities incurred as a result of holding such office, to the full extent permitted by law.

E. Assignment Of Declarant's Interest. Any and all of the right, title, interest and estate given to or reserved by the Declarant herein or on the Plat of Boars Tusk Subdivision may be transferred or assigned to any person, firm or corporation by appropriate instrument in writing duly executed by the Declarant and recorded in the office of the County Clerk of Sweetwater County, Wyoming, and wherever the Declarant is hereby referred to, such reference shall be deemed to include its successors and assigns.

L & K CONSTRUCTION, L.L.C. DOES HEREBY CERTIFY THAT THE FOREGOING DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINS ALL COVENANTS, CONDITIONS AND RESTRICTIONS CURRENTLY IN FORCE AND EFFECT WITH RESPECT TO BOARS TUSK SUBDIVISION.

IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of April, 2006.

L & K Construction, L.L.C., a
Wyoming limited liability company

By: [Signature]
Kevin Ringdahl, Manager

RECORDED 4/06/2006 AT 03:30 PM REC# 1460517 BK# 1055 PG# 1093
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 23 of 47

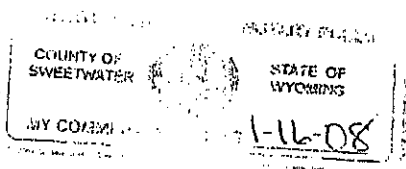
(Acknowledgment of Kevin Ringdahl on next page)

EXHIBIT B pg 15 of 36

The State of Wyoming)
: ss.
County of Sweetwater)

On the 3rd day of April, 2006, before me personally appeared Kevin Ringdahl, to me personally known, who, being by me duly sworn, did say that he is the Manager of L & K Construction, L.L.C., a Wyoming limited liability company and that the foregoing instrument was signed on behalf of said limited liability company by authority of its members, and said Kevin Ringdahl acknowledged said instrument was voluntarily executed on behalf of said limited liability company for the purposes and considerations expressed therein, with full understanding of the terms and conditions set forth therein, and as the free act and deed of said limited liability company.

Witness my hand and official seal.



Charles A. Mackrell
Notary Public

My Commission Expires: 1-16-08

RECORDED 4/06/2006 AT 03:30 PM REC# 1468517 BK# 1055 PG# 1094
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 24 of 47

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LEGAL DESCRIPTION FOR BOARS TUSK SUBDIVISION

A parcel of land located in section Twenty-nine (29), Resurvey Township Twenty (20) North, Range One Hundred Five (105) West of the Sixth (6th) Principle Meridian, Sweetwater County, Wyoming, and being more particularly described as follows:

Beginning at the Southwest Section Corner of said Section 29,

Thence North 00°21'55" West (North 00°21'17" West - deed) along the West Line of said Section 29 for a distance of 2327.54 feet (2326.64 feet - deed) to the southwest corner of the Dennis and Sydney Walker tract described in Book 868, Page 20 in the records of the Sweetwater County Clerk;

Thence South 89°58'13" East (South 89°57'40" East - deed) along the southerly boundary of said Walker tract for a distance of 1381.37 feet (1381.78 feet - deed) to the southwest corner of the Kenneth and Tammy Wolff tract described in Book 866, Page 750 in the records of the Sweetwater County Clerk;

Thence South 89°58'13" East (South 89°57'40" East - deed) along the southerly boundary of said Wolff tract for a distance of 1138.15 feet (1137.22 feet - deed) to the northwest corner of the Brian Stouffer tract described in Book 920, Page 154 in the records of the Sweetwater County Clerk;

Thence South 00°10'13" East (South 00°08'46" East - deed) along the westerly boundary of said Stouffer tract for a distance of 1004.38 feet (1004.48 feet - deed) to the southwest corner thereof;

Thence North 89°59'12" East (North 89°59'27" East - deed) along the southerly boundary of said Stouffer tract for a distance of 120.56 feet;

Thence South 89°59'49" East (South 89°59'33" East - deed) along the southerly boundary of said Stouffer tract for a distance of 752.15 feet (752.39 feet - deed) to the northwest corner of the Russell & Robin Robison tract described in Book 866, Page 464 in the records of the Sweetwater County Clerk;

Thence South 00°07'49" East (South 00°06'34" East - deed) along the westerly boundary of said Robison tract for a distance of 1319.91 feet (1320.00 feet - deed) to the southwest corner thereof, said point lies on the South Line of said Section 29;

Thence South 89°53'09" West (North 89°59'33" West - deed) along said south section line of said Section 29 for a distance of 749.85 feet (751.55 feet - deed) to the South Quarter Corner thereof;

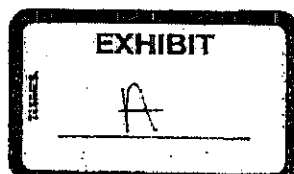
Thence South 89°59'27" West along the south section line of said Section 29 for a distance of 2633.53 feet (2631.78 feet - deed) to the POINT OF BEGINNING.

Said parcel contains an area of 160.81 acres (160.73 acres - deed).



RECORDED 4/26/2006 AT 03:38 PM REC# 1460517 BK# 1055 PG# 1095
LORETTA BAILIFF, CLERK OF SWEETWATER COUNTY, WY Page 25 of 47

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-CONSTRUCTION PLANS- BOARS TUSK SUBDIVISION

L & K CONSTRUCTION, LLC
185 CLEARVIEW DRIVE
P.O. BOX 1449
GREEN RIVER, WY 82935
307-389-1655

SHEET INDEX:

- | FINAL PLAN | |
|------------|--|
| C-1 | GENERAL LAYOUT |
| C-2 | GRADES & DRAINAGE PLAN |
| C-3 | ROADWAY & DRIVE PLAN |
| C-4 | ACCESS DRIVE PLAN & PROFILE STA: 0+00 TO 15+50 |
| C-5 | ACCESS DRIVE PLAN & PROFILE STA: 15+50 TO 35+00 |
| C-6 | ACCESS DRIVE PLAN & PROFILE STA: 35+00 TO 31+87.24 |
| C-7 | CATTLE DRIVE PLAN & PROFILE STA: 31+87.24 TO 38+00 |
| C-8 | CATTLE DRIVE PLAN & PROFILE STA: 38+00 TO 41+00 |
| C-9 | CATTLE DRIVE PLAN & PROFILE STA: 41+00 TO 44+00 |
| C-10 | WILD HORSE ROAD PLAN & PROFILE STA: 44+00 TO 45+00 |
| C-11 | TYPICAL INTERSECTION DETAIL AND TYPICAL CUL-DE-SAC DETAIL |
| C-12 | NORTH WATERLINE EXTENSION PLAN & PROFILE STA: 15+00 TO 15+400 |
| C-13 | NORTH WATERLINE EXTENSION PLAN & PROFILE STA: 15+400 TO 15+400 |
| C-14 | STOP PLAN, SCHEDULES, & DETAILS AND CONVEY SCHEDULE |
| C-15 | WATER BOX AND AIR-RELEASE VALVE DETAILS |

NOTE:
1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH:

a) STANDARD PAVED ROAD STANDARDS

b) WELLS, INTERSECTIONS, AND STANDARDS FOR

c) ANY CORRECTING LANGUAGE IN THE

d) IF ANY WORK IS REQUIRED BEFORE THE

e) THE REMOVAL OF ANY WALL OR FENCE

f) THE SPEED LIMIT WITHIN THE SUBDIVISION SHALL BE

g) THE SPEED LIMIT WITHIN THE SUBDIVISION SHALL BE

h) THE SPEED LIMIT WITHIN THE SUBDIVISION SHALL BE

i) THE SPEED LIMIT WITHIN THE SUBDIVISION SHALL BE

j) THE SPEED LIMIT WITHIN THE SUBDIVISION SHALL BE

k) THE SPEED LIMIT WITHIN THE SUBDIVISION SHALL BE

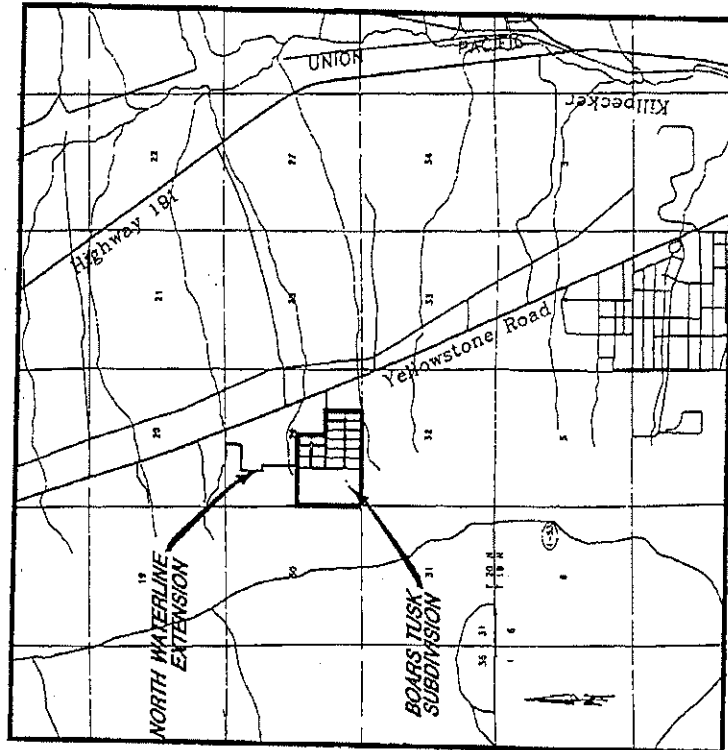
l) THE SPEED LIMIT WITHIN THE SUBDIVISION SHALL BE

m) THE SPEED LIMIT WITHIN THE SUBDIVISION SHALL BE

n) THE SPEED LIMIT WITHIN THE SUBDIVISION SHALL BE

o) THE SPEED LIMIT WITHIN THE SUBDIVISION SHALL BE

p) THE SPEED LIMIT WITHIN THE SUBDIVISION SHALL BE



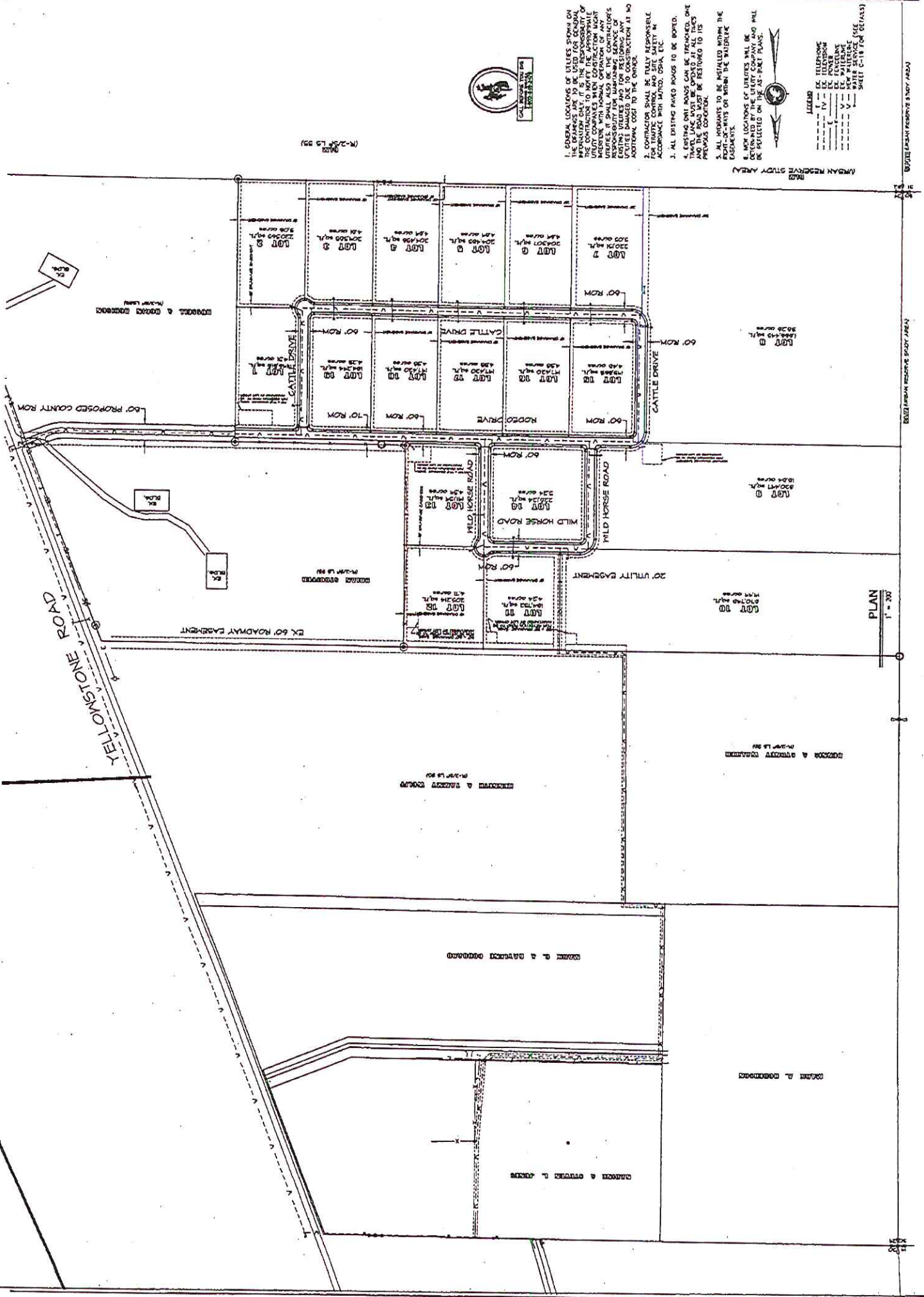
SECTION 23, T20N, R10SW, 6th P.M.
SWEETWATER COUNTY, WYOMING

JFC ENGINEERS
SURVEYORS

1515 NORTH STREET
ROCK SPRINGS, WYOMING 82901
307-352-7519

JFC JOB #: 6661-04E
SUBMITTED 3/07/06

JFC ENGINEERS
SURVEYORS
1515 NORTH STREET
MOORE SPAIN, WY 29071
PHONE 302-732-7219
FAX (302) 382-7558
<http://www.jfc-wy.com>

[illegible]

JFC ENGINEERS
SURVEYORS
1515 MAIN STREET
ROCK SPRING, WY 82801
PHONE (307) 452-2518
FAX (307) 452-1508
http://www.jfc-engineers.com

PROJECT TITLE:
BOARS TUSK SUBDIVISION, LLC
SWEETWATER COUNTY, WYOMING

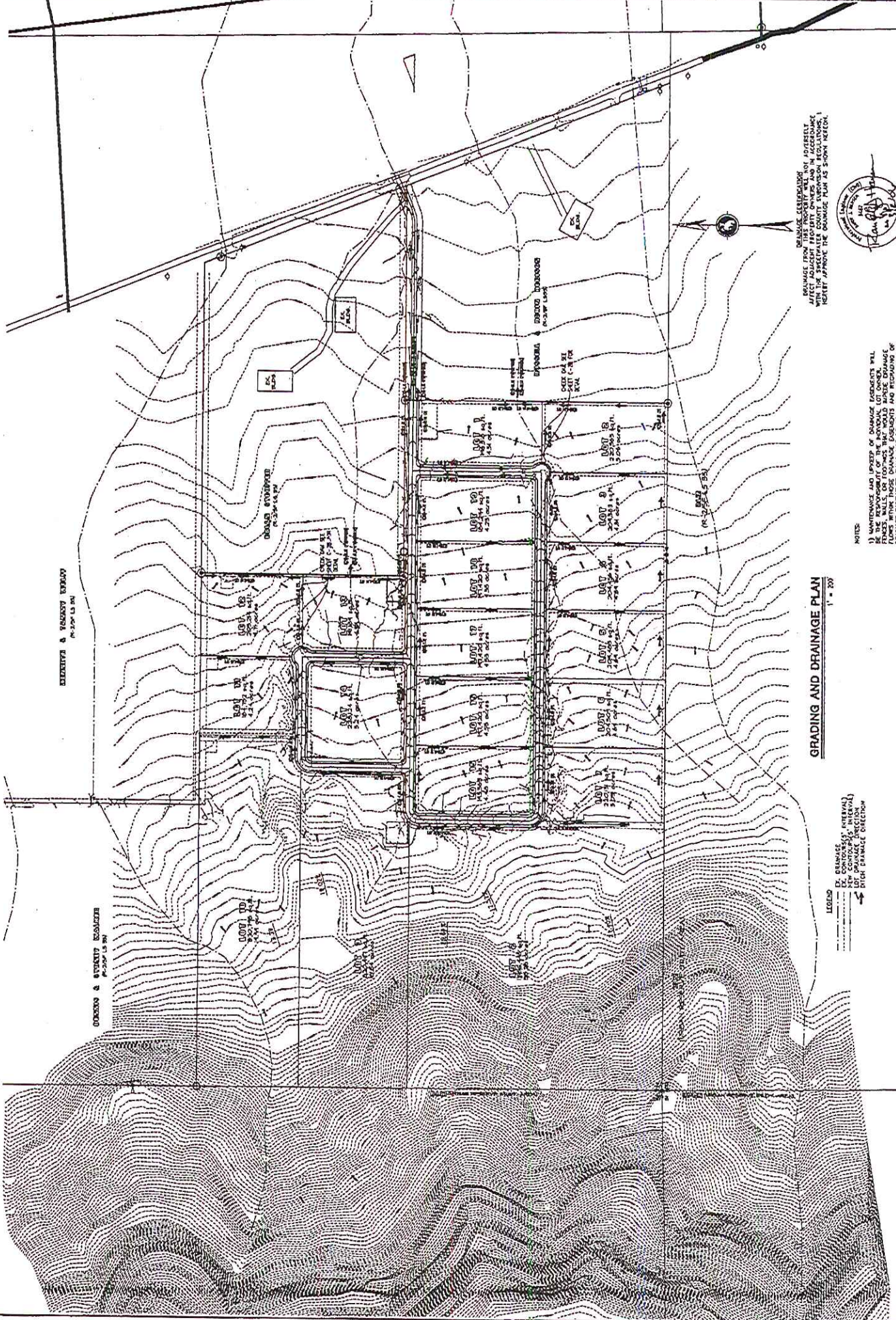
DRAWING TITLE:
GRADING AND DRAINAGE PLAN

SCALE:
AS NOTED

DATE:
JANUARY 2006

PROJECT NO:
6661-LNE

SHEET NO:
C-2A



DRAINAGE CONCLUSION
DRAINAGE FROM THIS PROPERTY WILL NOT ADVERSELY
AFFECT THE ADJACENT PROPERTY OR THE PUBLIC
WITH THE SWEETWATER COUNTY INSPECTION REGISTRATION
I HEREBY APPROVE THE DRAINAGE PLAN AS SHOWN HEREON.



NOTES:
1) MAINTENANCE AND IMPROVEMENT OF DRAINAGE FACILITIES SHALL
BE THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER.
2) THE DRAINAGE PLAN IS BASED ON THE ASSUMPTION THAT THE
DRAINAGE FACILITIES SHALL BE MAINTAINED AND REPAIRS OF
DRAINAGE FACILITIES SHALL NOT BE PERMITTED.

GRADING AND DRAINAGE PLAN
1" = 20'

LEGEND
DRAINAGE
CONTOUR (5' INTERVAL)
LOT DRAINAGE DIRECTION
DRAIN DRAINAGE DIRECTION

STATED JOINTLY
BY SHERIFF
JIM COLLINS

NAME: [REDACTED]
 DATE: JANUARY 2006
 PROJECT NO: 661-04E
 SHEET NO: [REDACTED]

C-2B

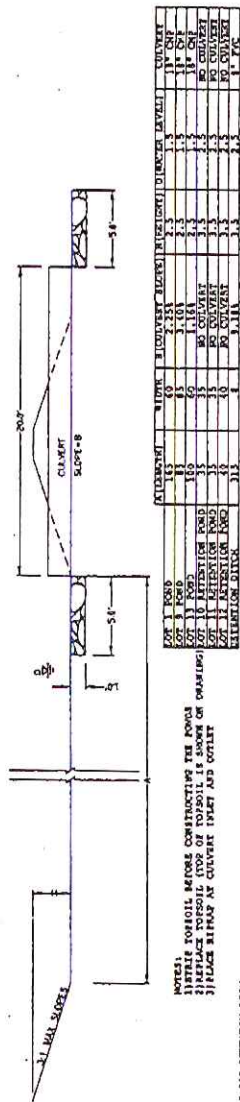
ENGINEERS
1515 NORTH STREET
ROCK SPRINGS, WY 82901
PHONE (307) 582-1518
FAX (307) 582-1588
<http://www/hc-wyo.com>



*Not for resupply. Please contact your local distributor for more information.



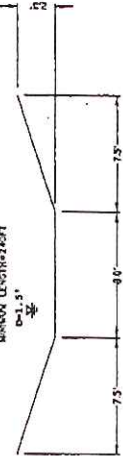
DRAINAGE CERTIFICATION
DRAINAGE FROM THIS PROPERTY WILL NOT ADVERSELY
AFFECT ADJACENT PROPERTY OWNERS AND IN ACCORDANCE
WITH THE TWILITWATER COUNTY SUBDRAINAGE REGULATIONS, I
HEREBY APPROVE THE DRAINAGE PLAN AS SHOWN HEREON.



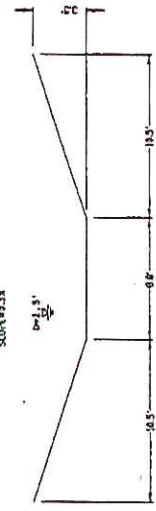
DETENTION POND DETAILS

NOTES:
1) STRIPS TOPSOIL BEFORE CONSTRUCTING THE FORDS
2) REPLACE TOPSOIL (TOP OF TOPSOIL IS SHOWN ON
PLAN)

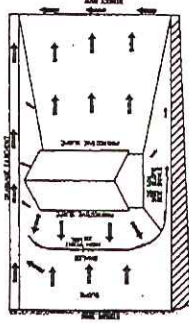
FORMULA FOR DETERMINING
TOTAL VOLUME = 4500CF
MINIMUM LENGTH = 240FT



RETENTION DITCH

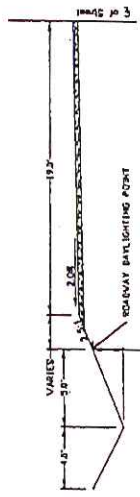


DETENTION DITCH

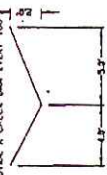


THE INTENT OF THIS PLAN IS TO PROVIDE FOR LOCAL DRAINAGE ON EACH LOT SO AS TO MINIMIZE IMPACT ON ADJACENT PROPERTIES. IT IS THE RESPONSIBILITY OF THE BUILDER AND THE PROPERTY OWNER TO DESIGN, BUILD, AND LANDSCAPE THE LOT TO PRESERVE AND ENHANCE JOVELOT COUNTRY AND THE DRAINAGE SCHEME.

A MINIMUM FALL OF SIX INCHES IN THE FIRST TEN FEET AWAY FROM THE HOUSE IS REQUIRED.



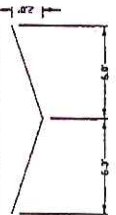
LOT GRADING DETAIL



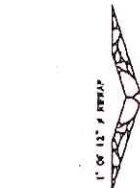
TYP. ROADWAY DITCH



TYP. CHECK DAM DETAIL



ТҮР. ОН ЛОТ ДИТЧН



TYP. CHECK DAM DETAIL

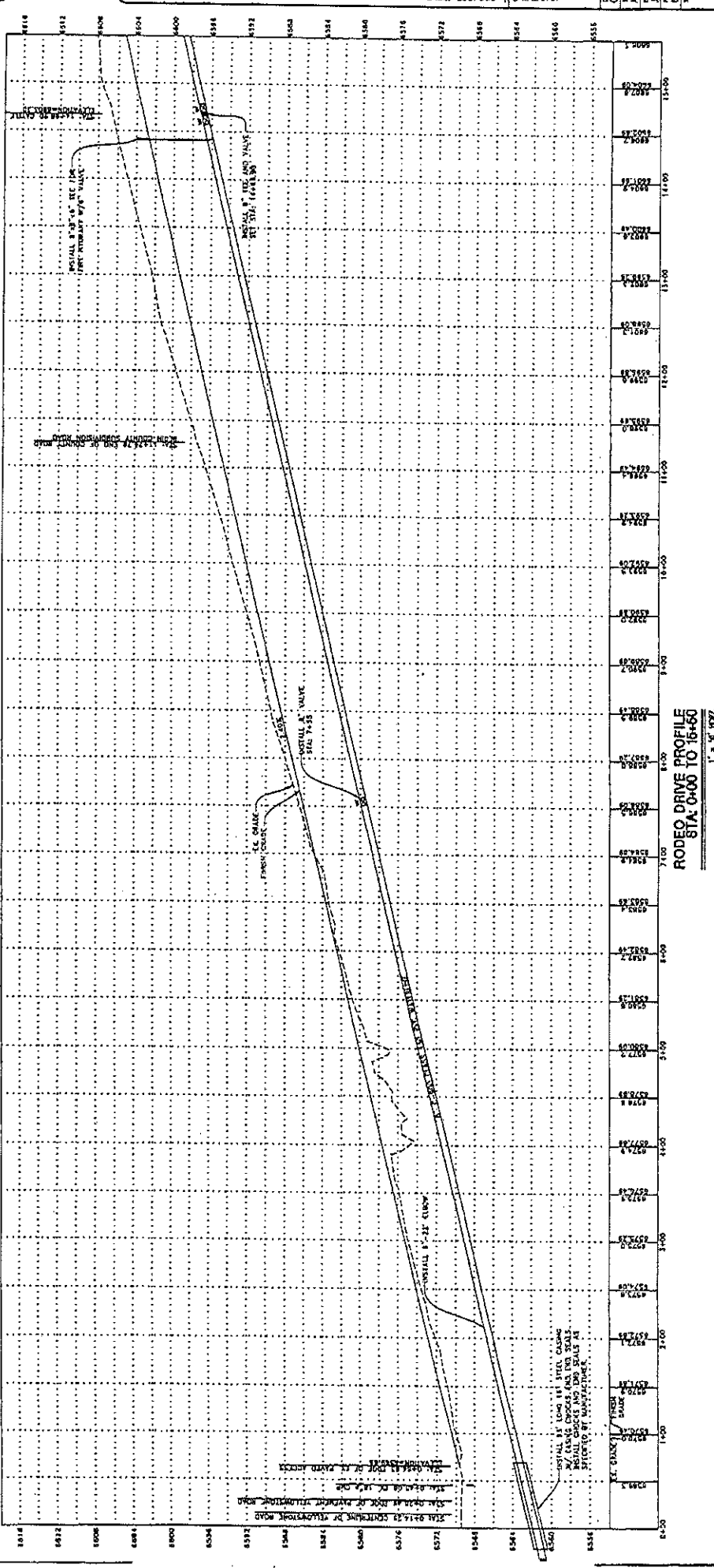
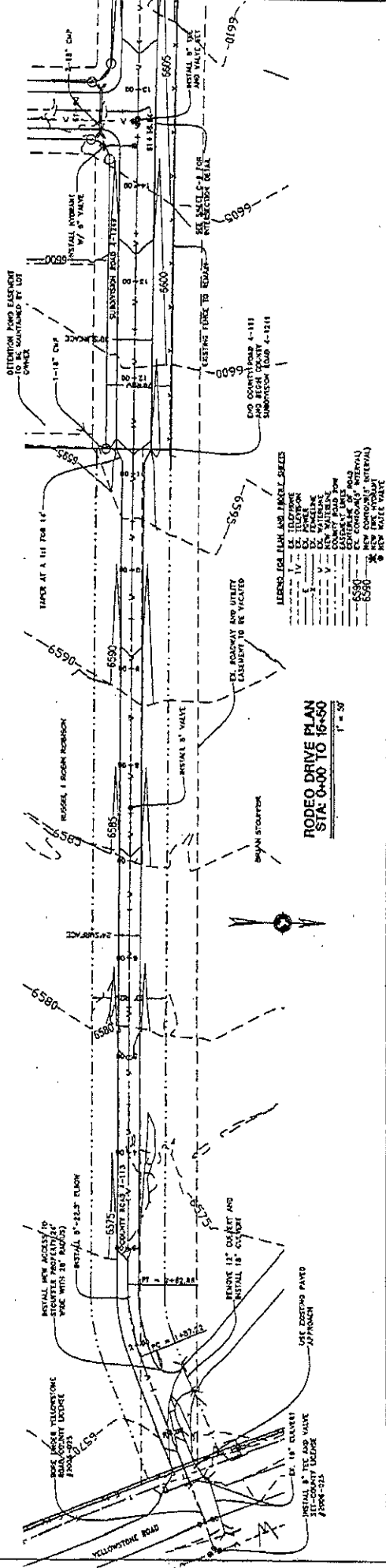


BOARD TUSK SUBDIVISION, LLC
L & K CONSTRUCTION, LLC
SWEETWATER COUNTY, WYOMING

05151 705
DATE: 04-03-70
PLAN AND PROFILE
00000 0441

31B-1599
NEW YORK
9002 ABHNNH
21400
OHION ST
170726
SAC
FAB MEMPHIS

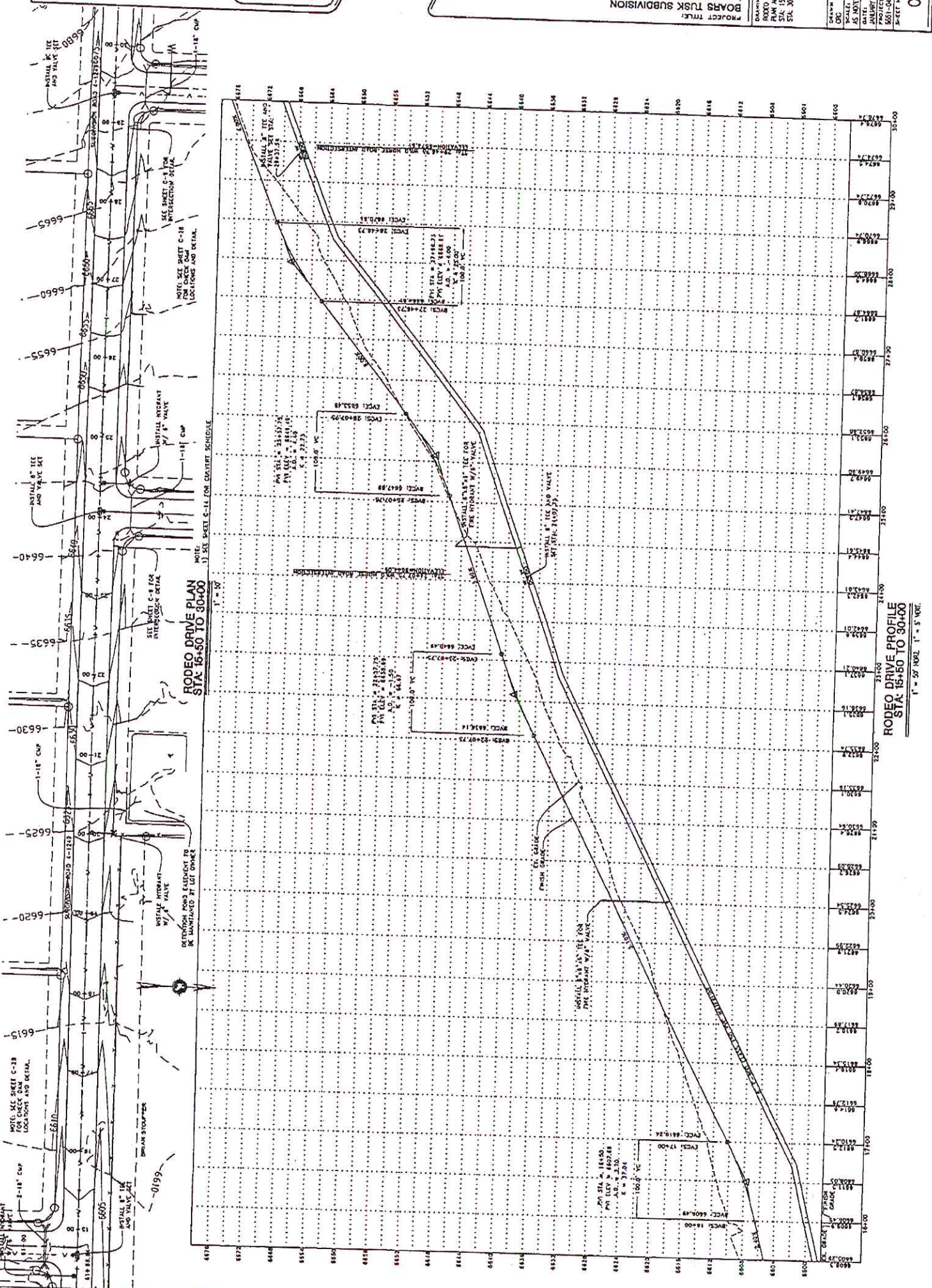
63





DRAWING TITLE:
ADDITION DRIVE
PLAN AND PROFILE
STA: 15+50 TO
STA: 30+00

DRAW BY: JRC
 SCALE: 1/2"=1'-0"
 SHEET NO: 10
 DATE: JANUARY 2006
 PROJECT NO: 0551-04E
 SHEET NO: 10



JFC ENGINEERS SURVEYORS

1515 MAIN STREET
ROCK SPRINGS, WY 82901
PHONE (307) 323-1519
FAX (307) 323-1529
http://www.jfc-wy.com

PROJECT TITLE:
BOARS TUSK SUBDIVISION, LLC
SWEETWATER COUNTY, WYOMING

DRAWING TITLE:
RODEO DRIVE
PLAN AND PROFILE
STA 30+00 TO
STA 31+87.24
CATTLE DRIVE
AND PROFILE
STA 31+87.24 TO
STA 38+00

SCALE:
AS NOTED

DATE:
JANUARY 2006

PROJECT NO:
E551-DCE

SHEET NO:
C-5

Plan view of Cattle Drive from station 31+87.24 to 38+00. The drawing shows the road alignment, centerline, and stationing. Key features include: a north arrow pointing towards the top right; a note 'NOTE: SEE SHEET C-18 FOR CHECK DAM LOCATIONS AND DETAIL.'; a 'SUBSTANTIAL ROAD' crossing the drive; and 'INSTALL INTERMEDIATE 8" VALVE' markers at various points along the drive.

Profile view of Cattle Drive from station 31+87.24 to 38+00. The vertical axis shows elevation from 4400 to 4750 feet. The horizontal axis shows stationing. The profile includes: a dashed line for the existing ground surface; a solid line for the proposed road grade; a vertical curve labeled 'VERTICAL CURVE 30+00 TO 31+87.24'; and various annotations for 'INSTALL WATER SERVICE ASSEMBLY', 'INSTALL 8" VALVE', and 'INSTALL 30" 16" DEE COM. PNE. MOUNT W/ 8" VALVE'. A data block on the left provides curve information: HIGH POINT ELEV = 4714.00, HIGH POINT STA = 30+71.87, PM STA = 30+71.87, PM ELEV = 4714.00, A.O. = -12.00, K = 14.87, and a length of 200.00'.

Plan view of Rodeo Drive from station 30+00 to 31+87.24. The drawing shows the road alignment, centerline, and stationing. Key features include: a north arrow pointing towards the top right; a note 'NOTE: SEE SHEET C-18 FOR CHECK DAM LOCATIONS AND DETAIL.'; a 'SUBSTANTIAL ROAD' crossing the drive; and 'INSTALL INTERMEDIATE 8" VALVE' markers at various points along the drive.

Profile view of Rodeo Drive from station 30+00 to 31+87.24. The vertical axis shows elevation from 4400 to 4750 feet. The horizontal axis shows stationing. The profile includes: a dashed line for the existing ground surface; a solid line for the proposed road grade; a vertical curve labeled 'VERTICAL CURVE 30+00 TO 31+87.24'; and various annotations for 'INSTALL 8" VALVE' and 'INSTALL 30" 16" DEE COM. PNE. MOUNT W/ 8" VALVE'. A data block on the left provides curve information: HIGH POINT ELEV = 4714.00, HIGH POINT STA = 30+71.87, PM STA = 30+71.87, PM ELEV = 4714.00, A.O. = -12.00, K = 14.87, and a length of 200.00'.

RECORDED 4/05/2006 AT 03:30 PM REC# 1488517 BK# 1055 PG# 1103
LORETTA BAILIFF, CLERK OF SWEETWATER COUNTY, WY Page 33 of 47

JFC ENGINEERS
1515 NINTH STREET
ROCK SPRING, MT 59061
PHONE (406) 332-2518
FAX (406) 332-2518
<http://www.jfc-engineers.com>

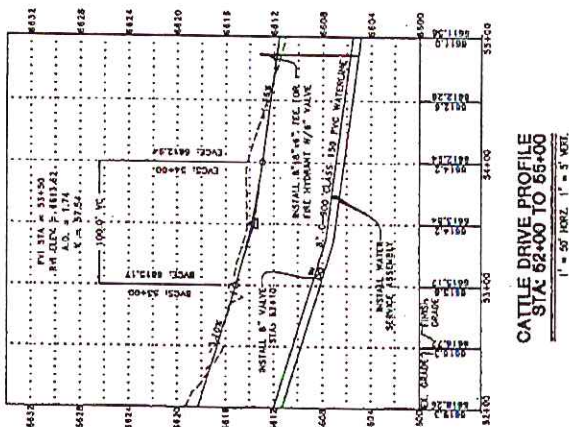
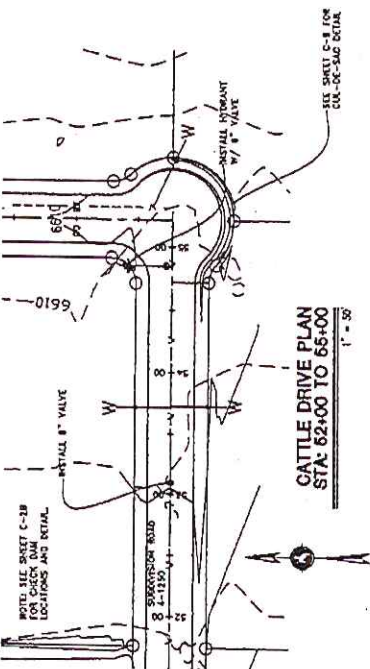
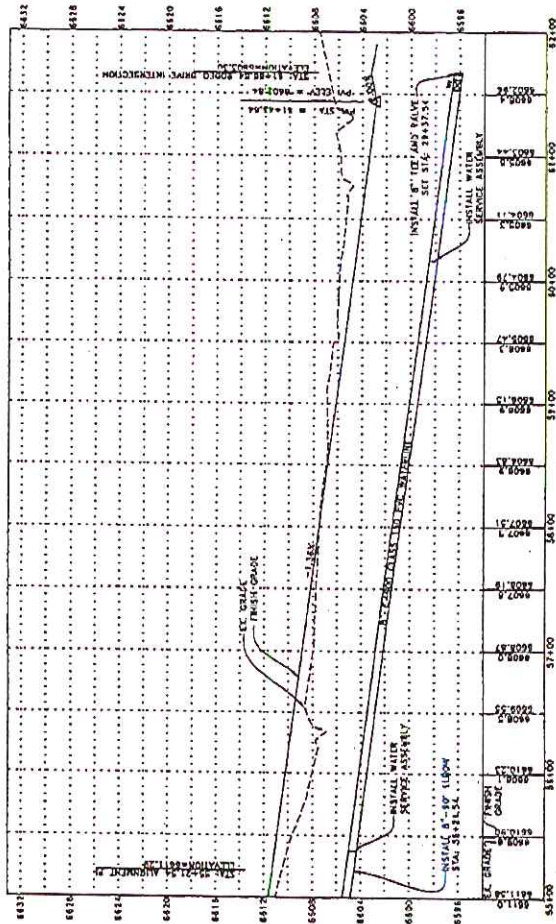
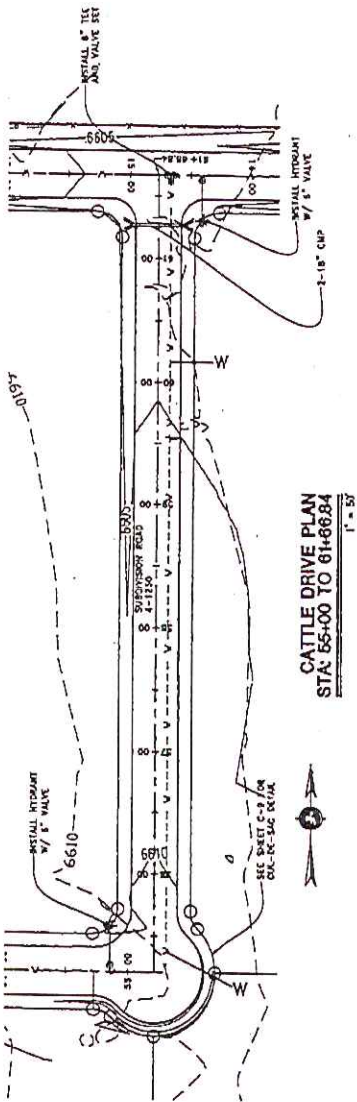
SURVEYORS

PROJECT TITLE:
BOARS TUSK SUBDIVISION
SWEETWATER COUNTY, WYOMING

DRAWING TITLE:
CATTLE DRIVE
PLAN AND PROFILE
STA 55+00 TO 61+00
DATE:
APPROVED:
PROJECT NO:
SHEET NO:

DESIGNED BY:
CHECKED BY:
AS NOTED
DATE:
PROJECT NO:
SHEET NO:

1-7



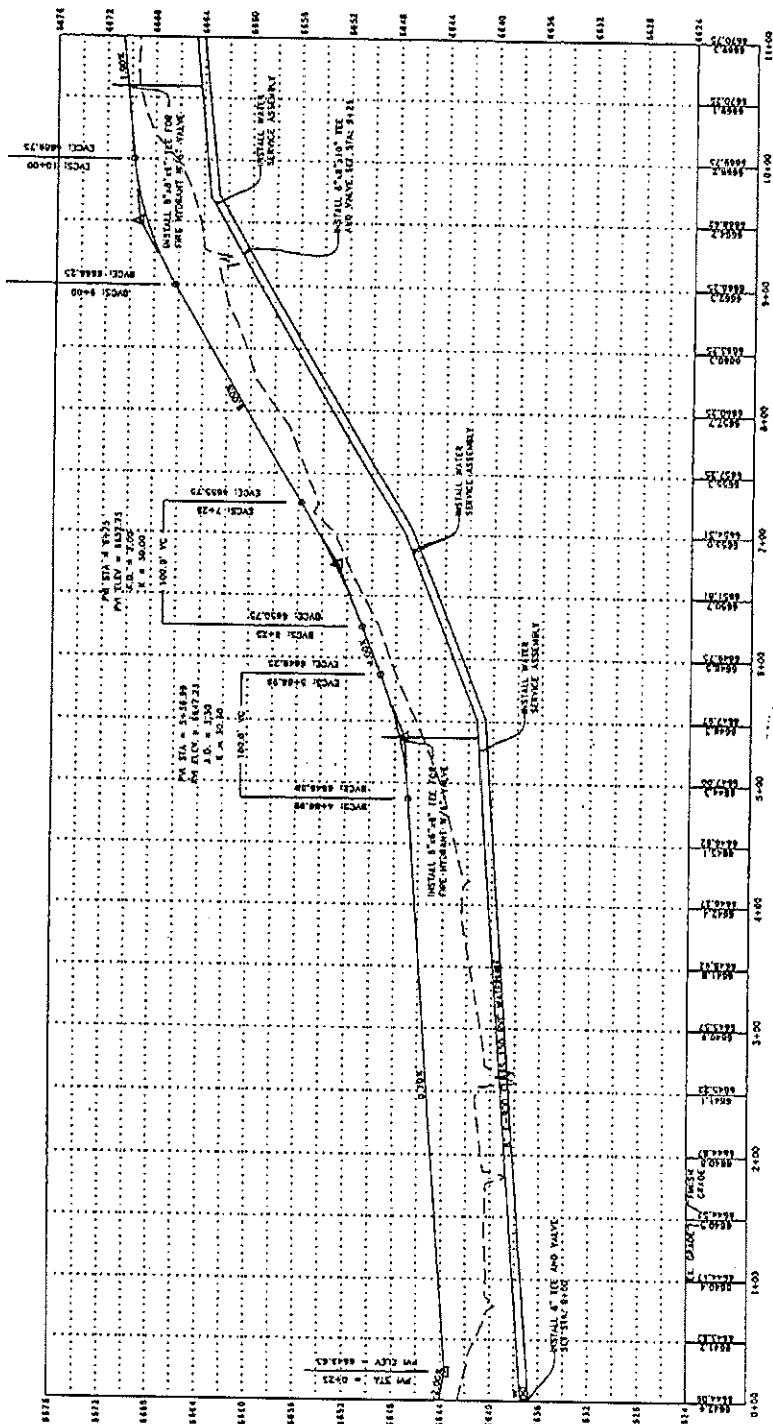
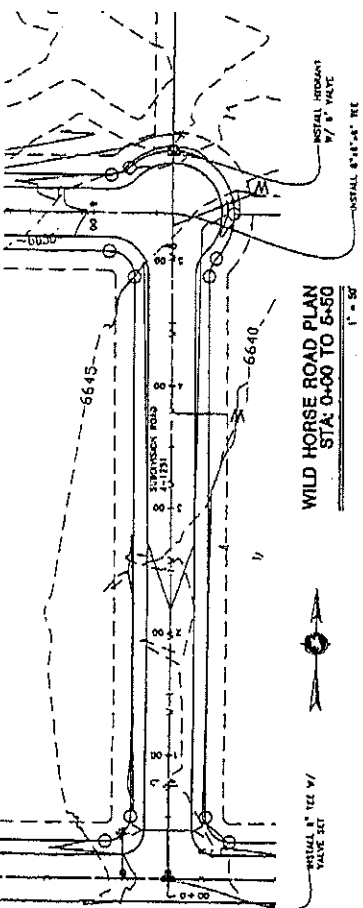
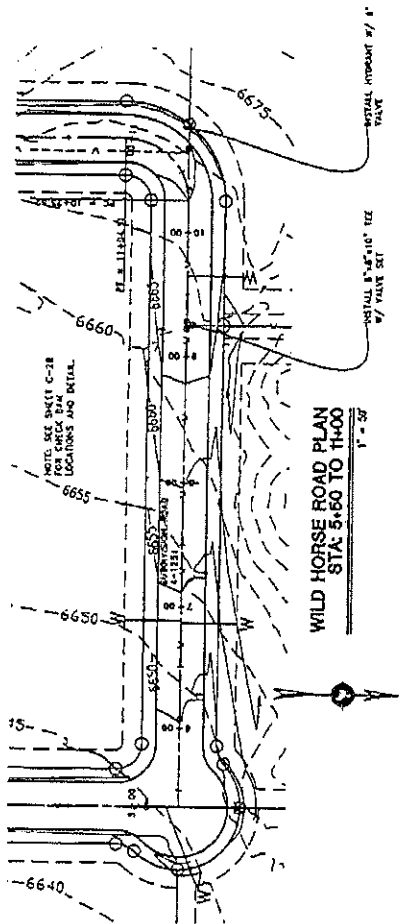
JFC
ENGINEERS
SURVEYORS

1512 NORTH STREET
ROCK SPRINGS, WY 82801
PHONE (307) 324-7519
FAX (307) 324-7583
WWW.JFC-ENGINEERS.COM

PROJECT TITLE
BOARS TUSK SUBDIVISION
L & K CONSTRUCTION, LLC
SWEETWATER COUNTY, WYOMING

DATE
JANUARY 2005
DRAWN BY
JANUARY 2005
CHECKED BY
JANUARY 2005
SCALE
AS NOTED
SHEET NO.
6001-046

8-C



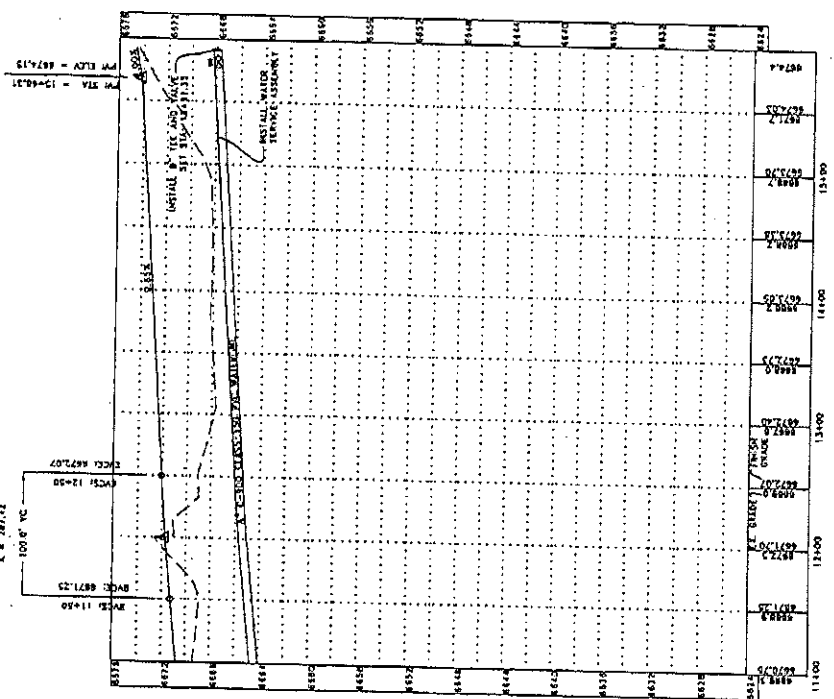
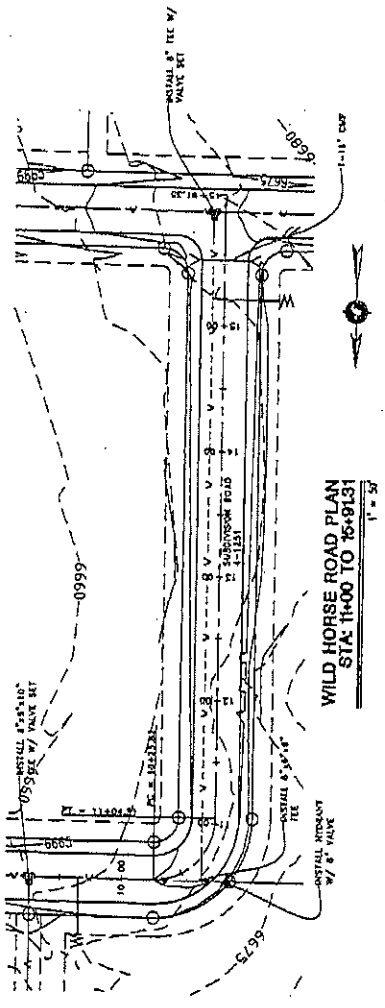
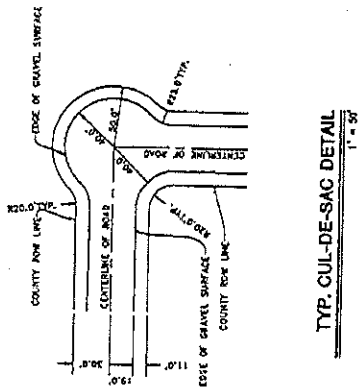
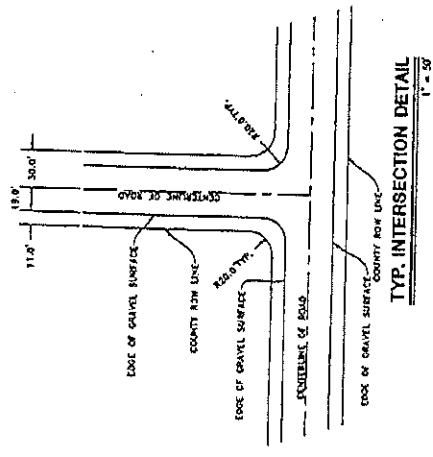
JFC
ENGINEERS
SURVEYORS

1115 MAIN STREET
ROCK SPRINGS, WY 82901
PHONE (307) 346-7519
FAX (307) 346-7508
http://www.jfc-engineers.com

BOARS TUSK SUBDIVISION
L & K CONSTRUCTION, LLC
SWEETWATER COUNTY, WYOMING

PROJECT TITLE:
BOARS TUSK SUBDIVISION
L & K CONSTRUCTION, LLC
SWEETWATER COUNTY, WYOMING

DATE: 01/01/03
BY: JFC
CHECKED: JFC
SCALE: AS SHOWN
PROJECT NO: 0061-DOE
SHEET NO: C-9

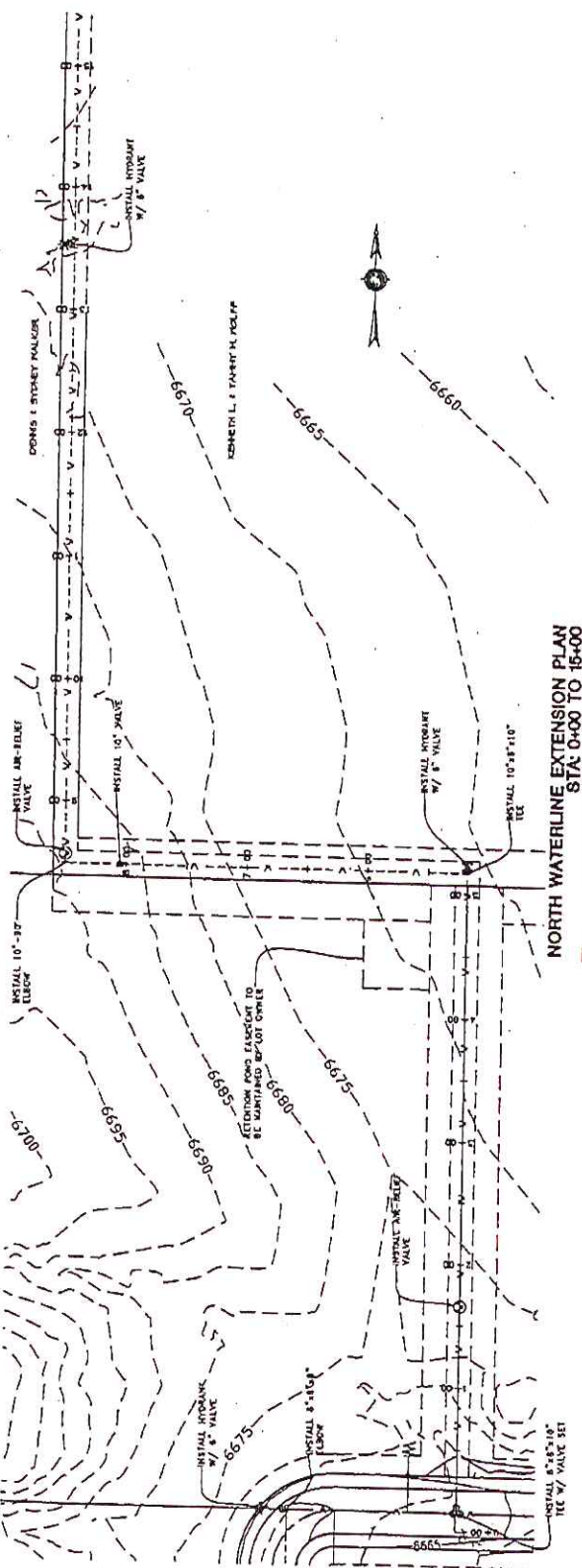
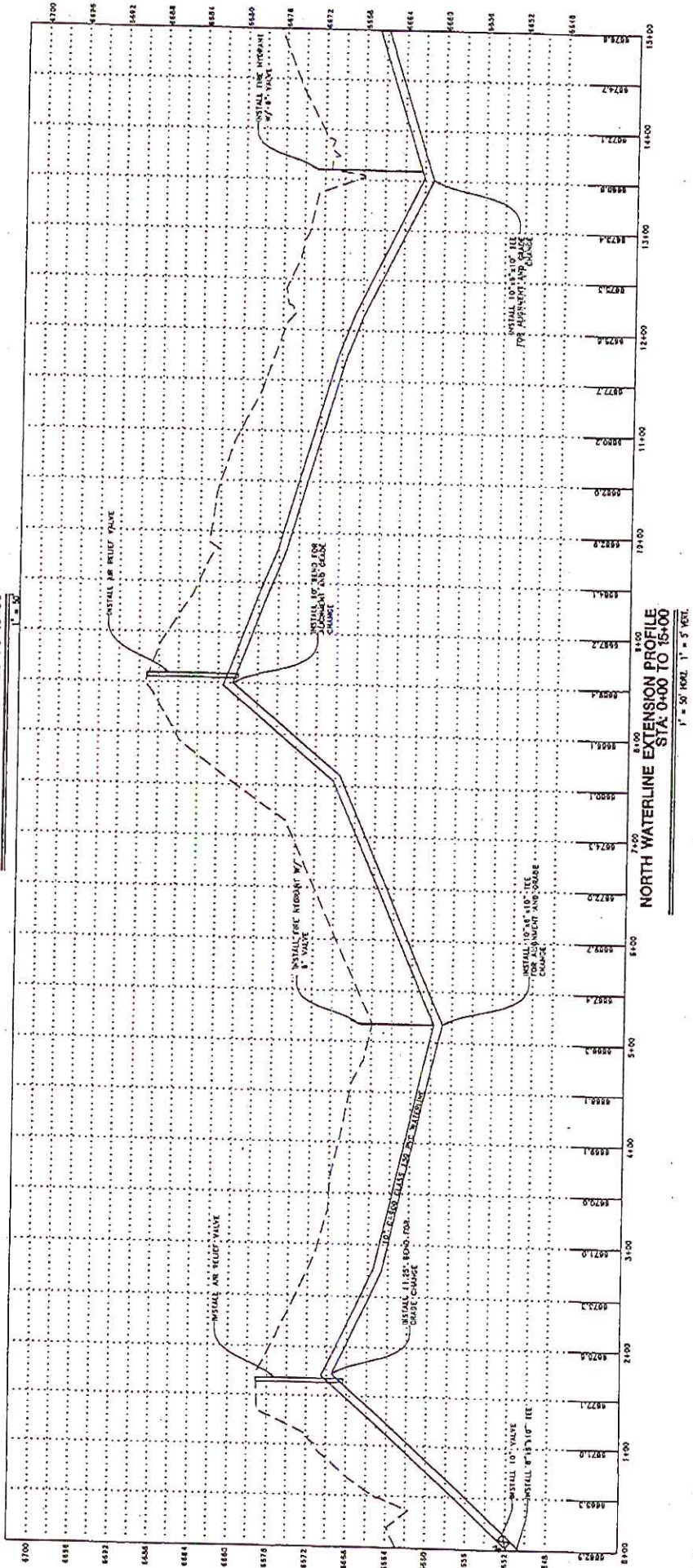


RECORDED 4/06/2006 AT 03:38 PM REC# 1469817 JK# 1055 PGS 1187
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 37 of 47

JFC ENGINEERS
SURVEYORS
1515 MAIN STREET
PO BOX 1000
ROCK SPRING, WY 82901
PHONE (307) 343-7518
FAX (307) 343-7549
http://www.jfc-survey.com

PROJECT TITLE:
BOARS TUCK SUBDIVISION
L & K CONSTRUCTION, LLC
SWEETWATER COUNTY, WYOMING

DRAWING NO.
C-10
DATE
JANUARY 2006
PROJECT NO.
5581-102
SHEET NO.

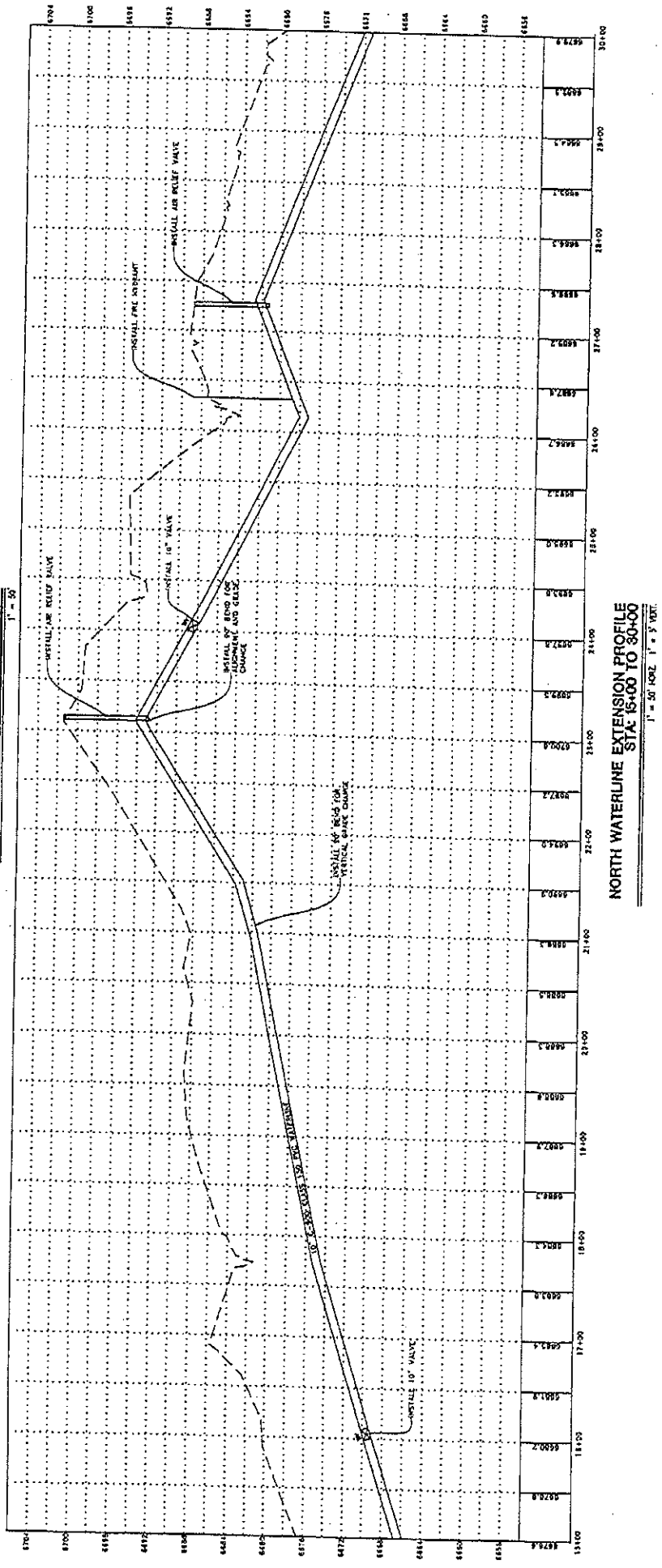
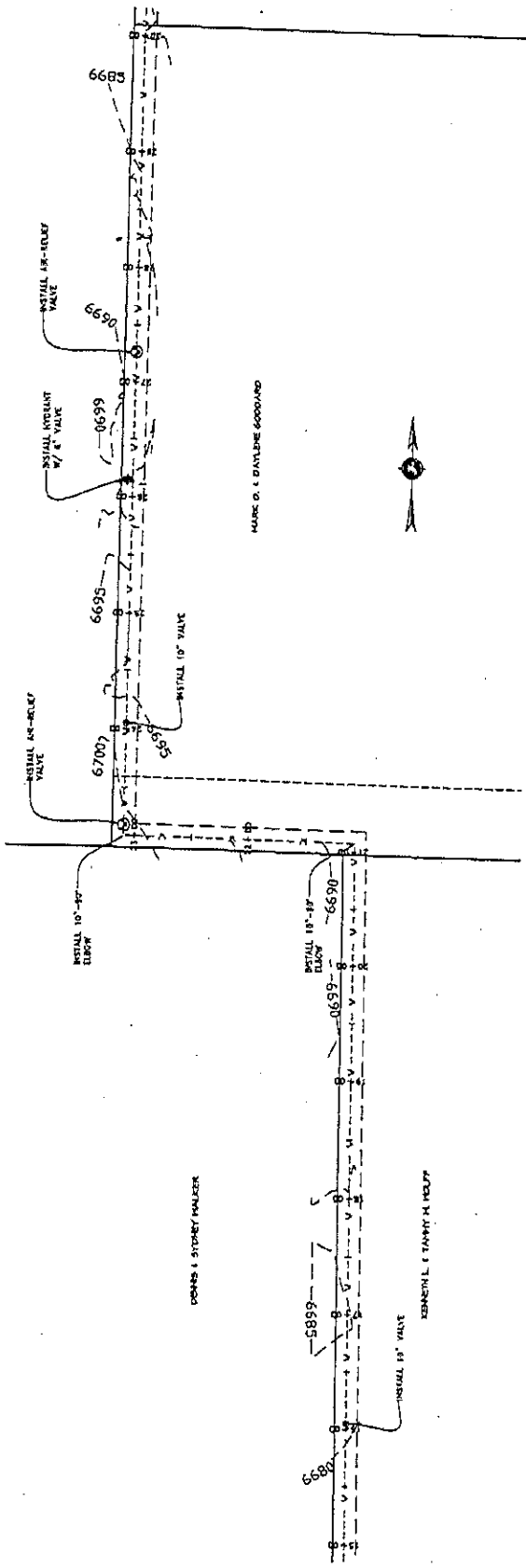


JFC ENGINEERS
SURVEYORS
1515 NORTH STREET
ROCK SPRING, WY 82801
PHONE (307) 342-7318
FAX (307) 342-7318
http://www.jfc-engineers.com

JFC

PROJECT TITLE:
BOARF TUSK SUBDIVISION
L & K CONSTRUCTION, LLC
SWEETWATER COUNTY, WYOMING

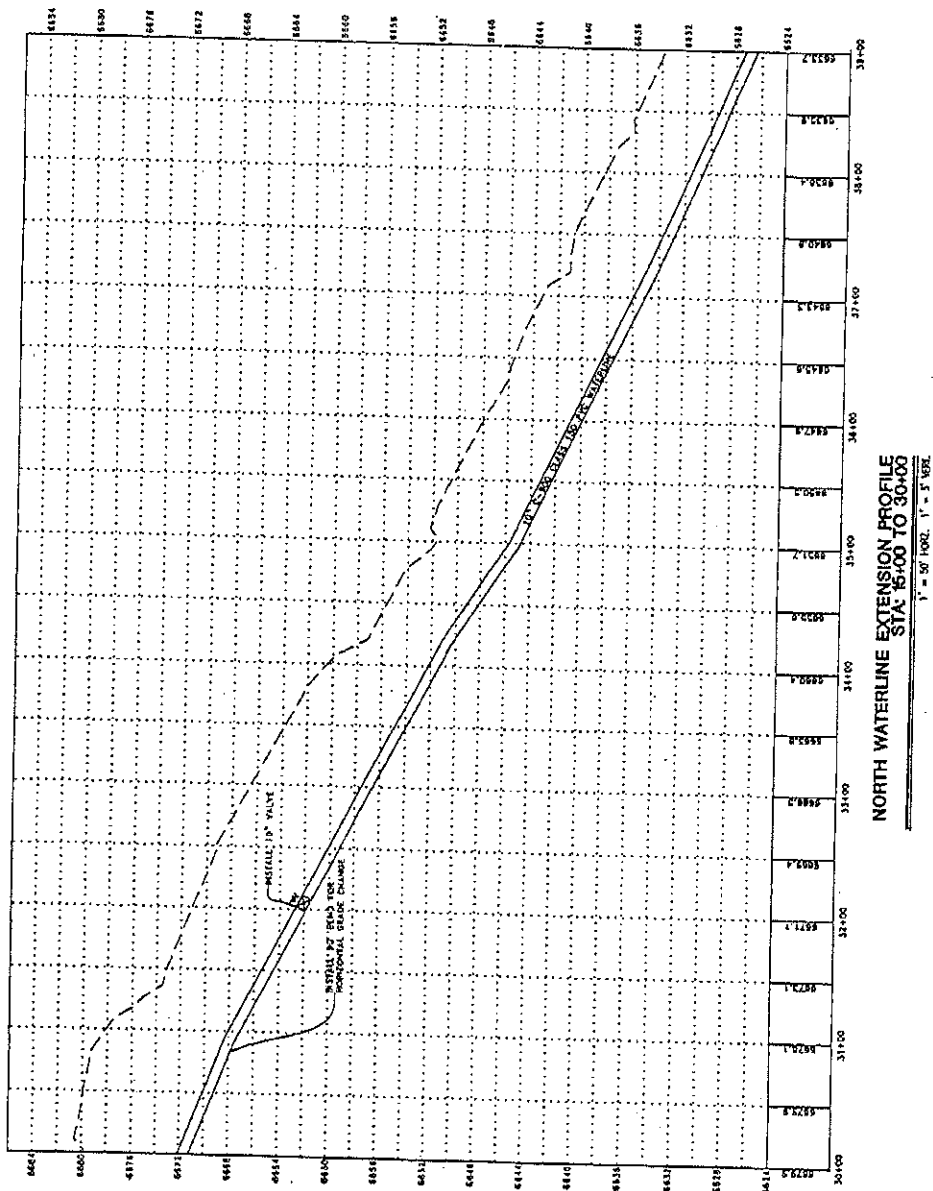
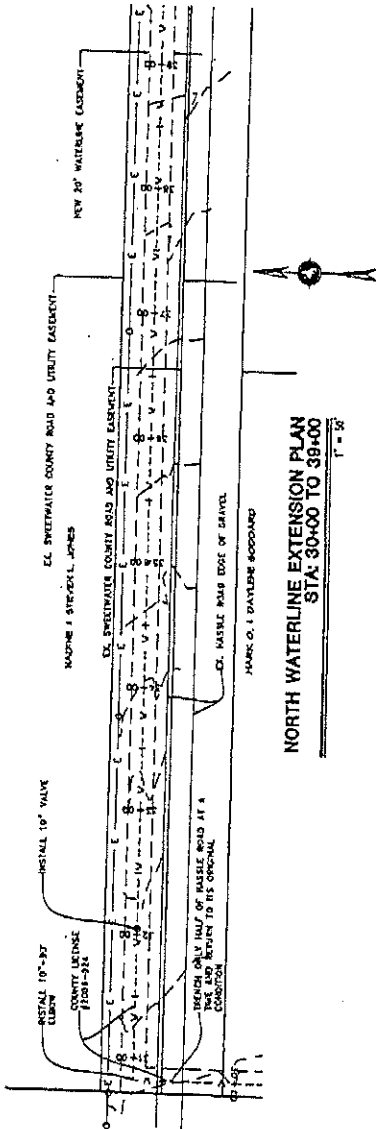
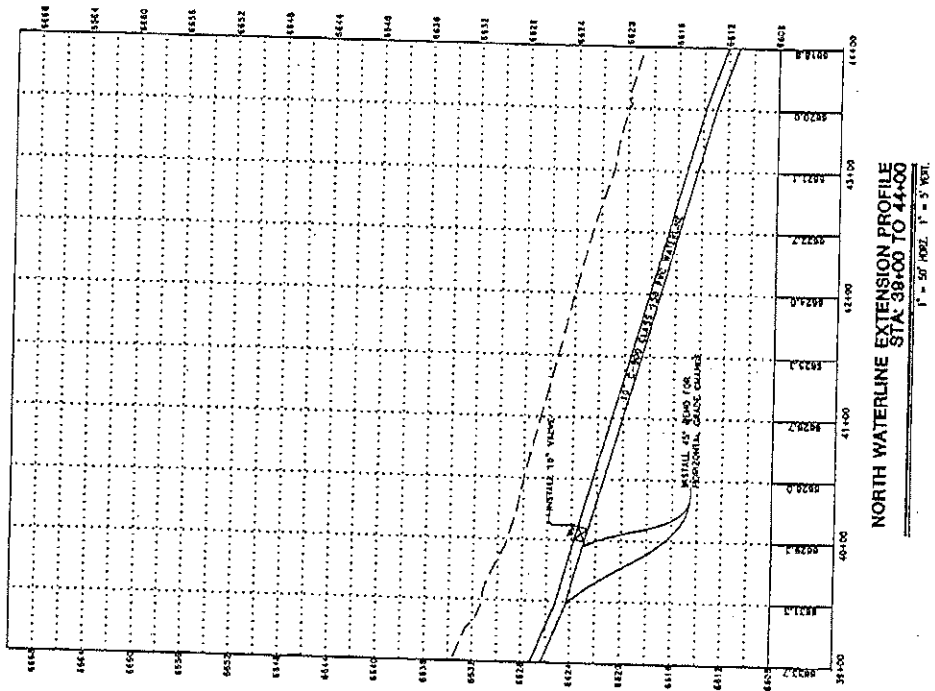
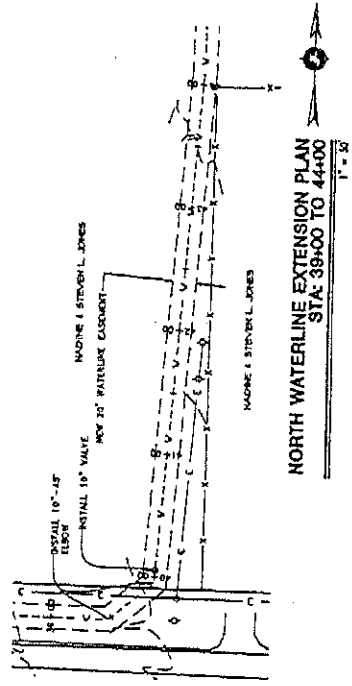
DATE: 01/11/05
DRAWN BY: JFC
CHECKED BY: JFC
SCALE: AS SHOWN
PROJECT NO: 0551-04E
SHEET NO: C-11



RECORDED 4/26/2006 AT 9:31 AM RECD 1448517 2K# 1053 PC# 1188
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 39 of 47

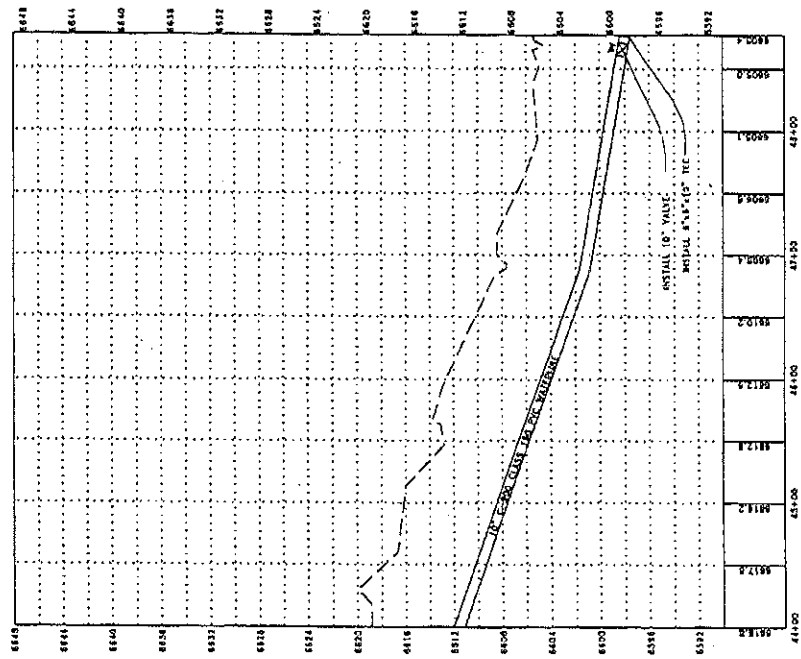
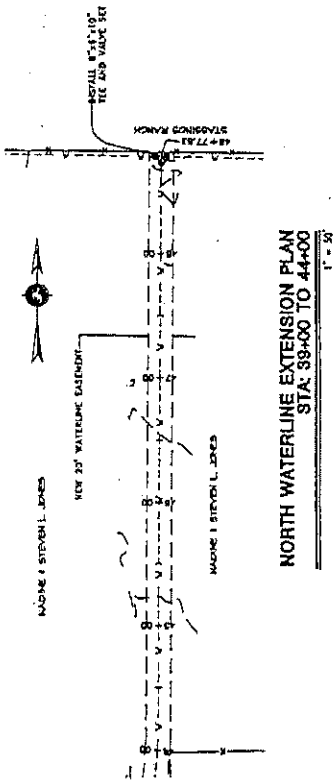
JFC ENGINEERS SURVEYORS
1515 MAIN STREET
ROCK SPRING, MD 20851
PHONE (301) 482-7538
FAX (301) 482-7538
http://www.jfc-survey.com

PROJECT TITLE:
BOARS TUSK SUBDIVISION, LLC
SWEETWATER COUNTY, WYOMING
DRAWN BY:
CSE
CHECKED BY:
JFJ
DATE:
JANUARY 2005
PROJECT NO:
2681-DNE
SHEET NO:
C-12



JFC ENGINEERS
SURVEYORS
1515 NORTH STREET
ROCK SPRING, WY 82901
PHONE (307) 342-2518
FAX (307) 342-2518
WWW.JFC-ENGINEERS.COM

PROJECT TITLE:
BOARS TUSK SUBDIVISION
L & K CONSTRUCTION, LLC
SWEETWATER COUNTY, WYOMING
DRAWN BY:
CSE
SCALE:
AS SHOWN
DATE:
JANUARY 2008
PROJECT NO:
SMT-002
SHEET NO:
C-13

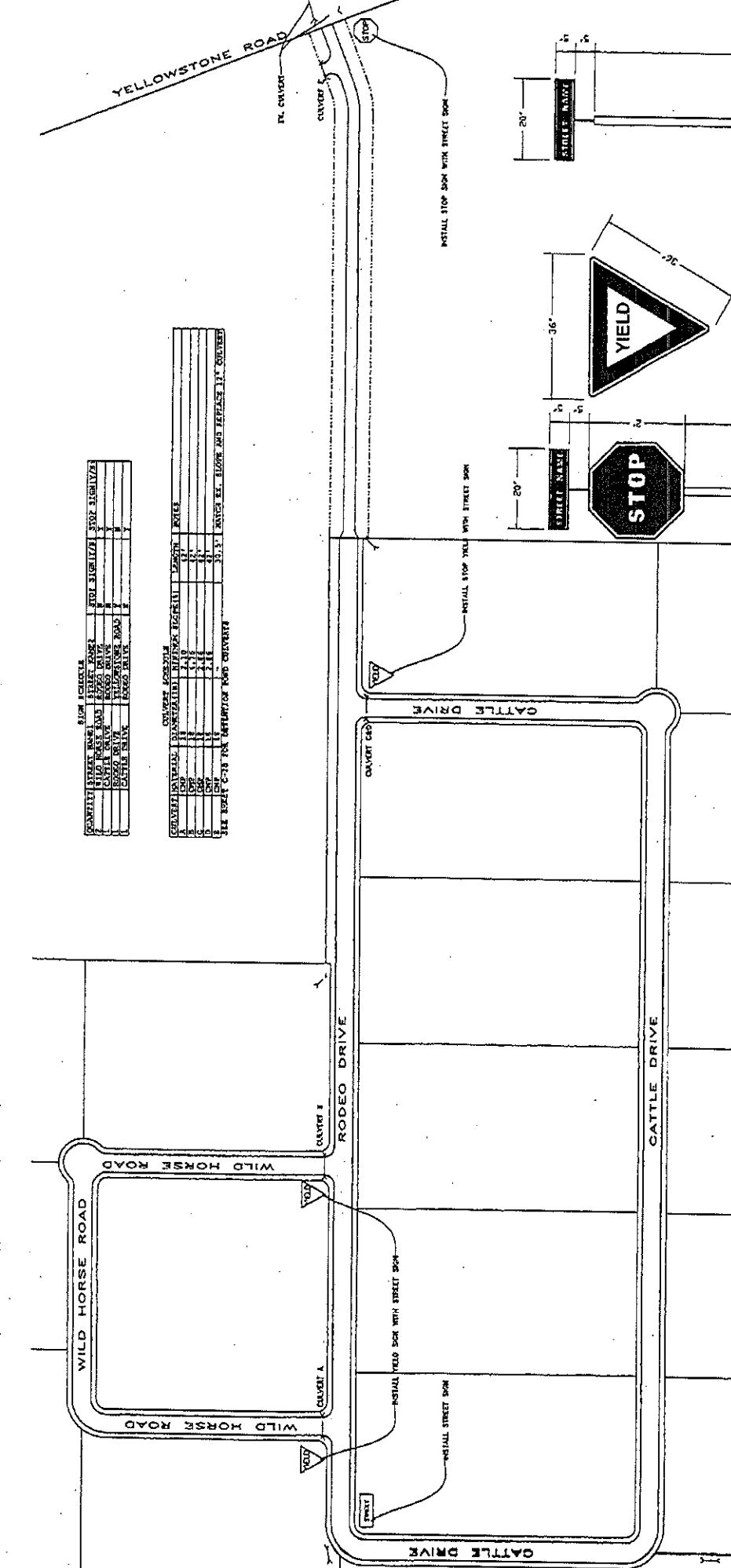


NORTH WATERLINE EXTENSION PROFILE
STA 39+00 TO 44+00
1" = 50' HORIZ. 1" = 5' VERT.

JFC ENGINEERS SURVEYORS
1915 NORTH STREET
ROCK SPRING, WY 82401
PHONE (307) 342-7918
FAX (307) 342-7918
http://www.jfc-engineers.com

PROJECT TITLE:
BOARS TUSK SUBDIVISION
L & K CONSTRUCTION, LLC
SWEETWATER COUNTY, WYOMING

DATE: 04/26/2006
BY: JFC
CHECKED: JFC
SCALE: AS NOTED
SHEET NO.: C-14

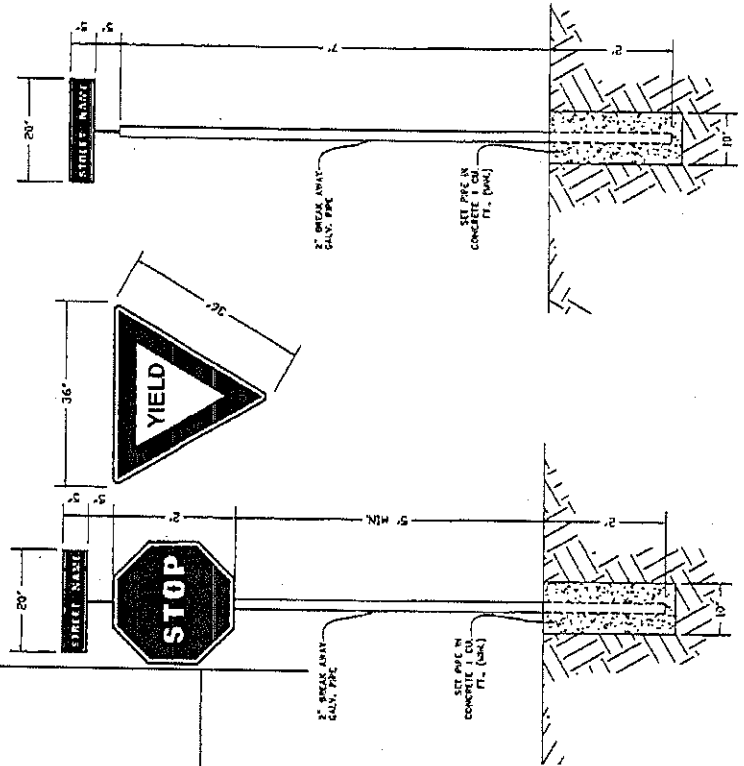


SURVEY DATA

| POINT | UTM X | UTM Y | UTM ZONE | UTM SIGNATURE | UTM DATE |
|-------|-----------|------------|----------|---------------|----------|
| 1 | 500000.00 | 4634000.00 | 18N | | |
| 2 | 500000.00 | 4634000.00 | 18N | | |
| 3 | 500000.00 | 4634000.00 | 18N | | |
| 4 | 500000.00 | 4634000.00 | 18N | | |
| 5 | 500000.00 | 4634000.00 | 18N | | |
| 6 | 500000.00 | 4634000.00 | 18N | | |
| 7 | 500000.00 | 4634000.00 | 18N | | |
| 8 | 500000.00 | 4634000.00 | 18N | | |
| 9 | 500000.00 | 4634000.00 | 18N | | |
| 10 | 500000.00 | 4634000.00 | 18N | | |

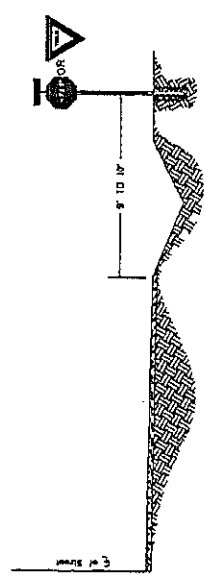
CHANGES TO PLAN

| NO. | DESCRIPTION | DATE | BY |
|-----|---------------|------------|-----|
| 1 | ADD SIGNATURE | 04/26/2006 | JFC |
| 2 | ADD SIGNATURE | 04/26/2006 | JFC |
| 3 | ADD SIGNATURE | 04/26/2006 | JFC |
| 4 | ADD SIGNATURE | 04/26/2006 | JFC |
| 5 | ADD SIGNATURE | 04/26/2006 | JFC |
| 6 | ADD SIGNATURE | 04/26/2006 | JFC |
| 7 | ADD SIGNATURE | 04/26/2006 | JFC |
| 8 | ADD SIGNATURE | 04/26/2006 | JFC |
| 9 | ADD SIGNATURE | 04/26/2006 | JFC |
| 10 | ADD SIGNATURE | 04/26/2006 | JFC |



- NOTES:
- 1) ALL STREET MARK SIGNS SHALL BE DOUBLE FACED TO PERMIT READING FROM BOTH DIRECTIONS.
 - 2) STREET MARK SIGN LETTERING SHALL BE A MINIMUM OF 4" HIGH.
 - 3) PLACE ALL SIGNS ON THE FAR RIGHT-HAND SIDE FOR APPROACHING TRAFFIC.
 - 4) SIGNS SHALL BE MOUNTED AT RIGHT ANGLES TO THE DIRECTION OF, AND PLACED TO THE LEFT OF, THE ROADWAY TO BE REGULATED.
 - 5) ALL SIGNS SHALL BE IN ACCORDANCE WITH THE MANU. LATEST EDITION.
 - 6) ALL SIGNS SHALL BE PLACED WITHIN THE RIGHT-OF-WAY.

PLAN
1" = 100'



STREET SIGN
NS

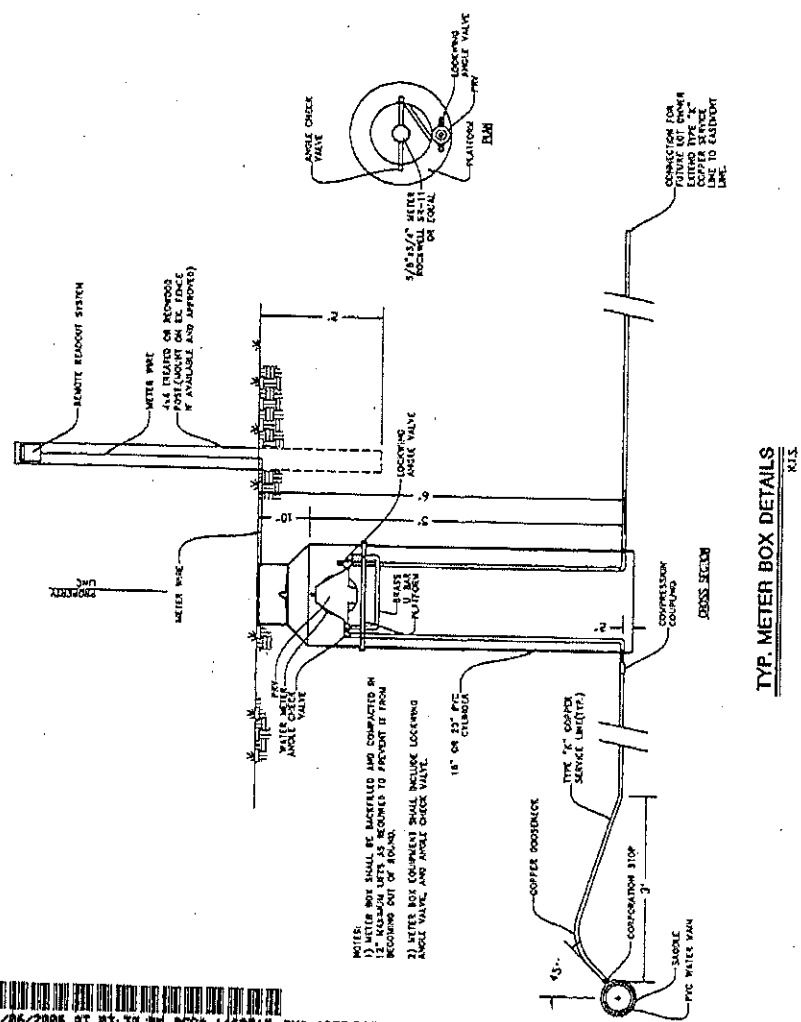
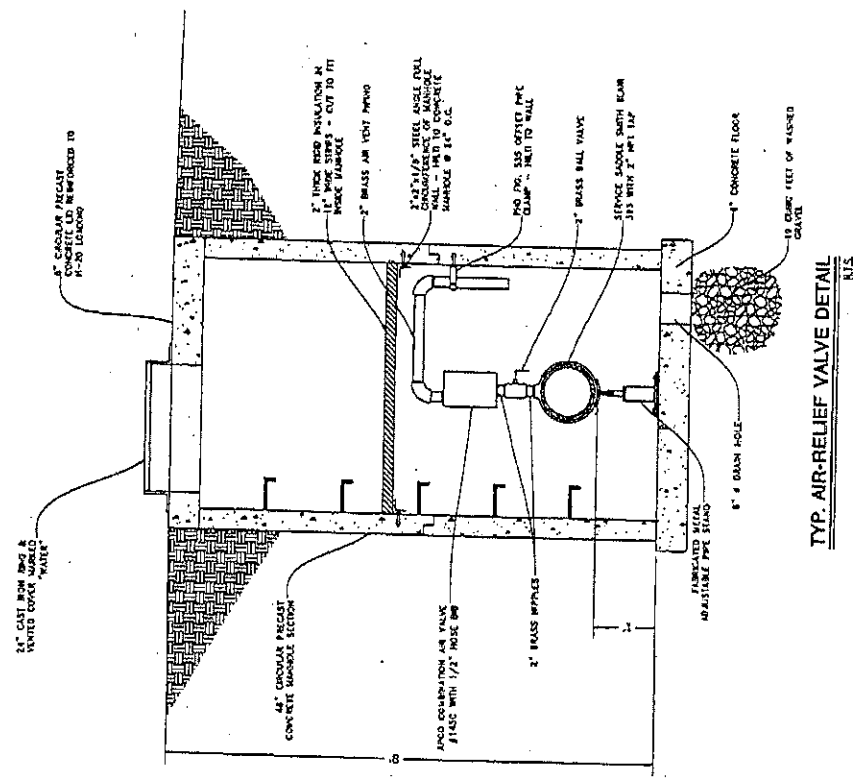
STOP/YIELD SIGN WITH STREET SIGN
NS

TYPICAL SIGN LOCATION
NS

JFC
ENGINEERS
SURVEYORS
1512 NINTH STREET
BOZEMAN, MT 59717
406-592-1111
WWW.JFC-ENGINEERS.COM

JFC
ENGINEERS
SURVEYORS
1512 NINTH STREET
BOZEMAN, MT 59717
406-592-1111
WWW.JFC-ENGINEERS.COM

| | |
|-------------------|----------------------------|
| PROJECT TITLE: | BOARS TUSK SUBDIVISION |
| CLIENT: | L & K CONSTRUCTION, LLC |
| PROJECT LOCATION: | SWEETWATER COUNTY, WYOMING |
| DATE: | 10/15/2013 |
| BY: | BOARDS TUSK SUBDIVISION |
| CHECKED BY: | BOARDS TUSK SUBDIVISION |
| APPROVED BY: | BOARDS TUSK SUBDIVISION |
| DATE: | 10/15/2013 |
| PROJECT NO.: | 1001 |
| SHEET NO.: | C-16 |



RECORDED 4/05/2005 AT 03:34 PM REC'D 1460817 BKN 1000 PGM 1114
LORETTA BAILLIF, CLERK OF SWEETWATER COUNTY, WY Page. 44 of 47

Trona Valley Community Federal Credit Union

85 Gateway Blvd.
Rock Springs, WY 82901
(307) 362-7773
Fax: (307) 362-4600



840 Hitching Post Drive
Green River, WY 82935
(307) 875-9800 • 1-800-331-6268
Fax: (307) 875-5551



524 Front Street
Evanston, WY 82930
(307) 789-3900
Fax: (307) 789-3939

RECORDED 4/26/2006 AT 83:38 PM REC# 1468517 BK# 1855 PG# 1115
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 45 of 47

IRREVOCABLE LETTER OF CREDIT

NUMBER: 501

DATE OF ISSUE: April 4, 2006

ACCOUNT PARTY: L & K Construction, L.L.C. (hereinafter
"Developer")

BENEFICIARY: Board of County Commissioners
For Sweetwater County, Wyoming
Sweetwater County Courthouse
Green River, WY 82935

AMOUNT: \$1,465,653.00 (total) (Reference Boar's Tusk Subdivision
Improvements Agreement, Section IX.C.)

\$1,403,604.00 (125% Improvements Guarantee subtotal)
(Reference Boar's Tusk Subdivision Improvements
Agreement, Section IX.A.)

\$62,049.00 (10% Warranty For Improvements subtotal)
(Reference Boar's Tusk Subdivision Improvements
Agreement, Section IX.B.)

EXPIRATION: As to 125% Improvements Guarantee subtotal,
April 4, 2007.

As to 10% Warranty For Improvements subtotal,
one year after date of initial acceptance of the
work by Sweetwater County, Wyoming.

This Irrevocable Letter Of Credit is issued as required under the
terms of that certain Boar's Tusk Subdivision Improvements
Agreement (hereinafter "improvement agreement") dated
_____, 2006, among Sweetwater County, Wyoming; Trona
Valley Community Federal Credit Union; and L & K Construction, LLC.

Trona Valley Community Federal Credit Union hereby issues this
Irrevocable Letter of Credit which is available against

EXHIBIT C pg 1 of 3

Members Helping Members

Beneficiary's draft, drawn on sight on Trona Valley Community Federal Credit Union, 840 Hitching Post Drive, Green River, WY 82935 accompanied by the following document(s):

- As to Improvements Guarantee subtotal, Sweetwater County Board of Commissioners Notice Of Developer's Failure To Complete Improvements, per the improvement agreement.

- As to Warranty For Improvements subtotal, Sweetwater County Board of Commissioners Notice Of Developer's Failure To Fulfill Maintenance And Repair Guarantee, per the improvement agreement.

Drafts to be drawn under this Irrevocable Letter Of Credit shall not exceed a total of \$1,465,653.00 and shall be marked "Drawn under the Trona Valley Community Federal Credit Union Letter of Credit Number 501" and the amount of any such draft must be endorsed on the reverse thereof by the negotiating bank.

This Irrevocable Letter of Credit must accompany any draft which may be submitted concerning the construction of improvements and warranty of improvements to the Boars Tusk Subdivision, as agreed upon by the Board of County Commissioners for Sweetwater County, Wyoming and L & K Construction, L.L.C.

Trona Valley Community Federal Credit Union assumes no responsibility for Beneficiary's disposition of funds received under the terms of this Irrevocable Letter of Credit.

Any draft presented for payment must be received by Trona Valley Community Federal Credit Union at the address provided above prior to the close of business, which is 5:00 P.M. MT, on the expiration date stated above. If the expiration date shall fall upon a day other than a regular business day of the Bank, the expiration date shall be extended to the close of business on the next business day of the Bank.

This Irrevocable Letter of Credit will expire without further notice on the date of expiration stated above and no commitments for its renewal have been made or implied to either the Account Party or the Beneficiary.

Trona Valley Community Federal Credit Union engages with Beneficiary, that a draft drawn under and in compliance with the terms of this Irrevocable Letter of Credit will be duly honored

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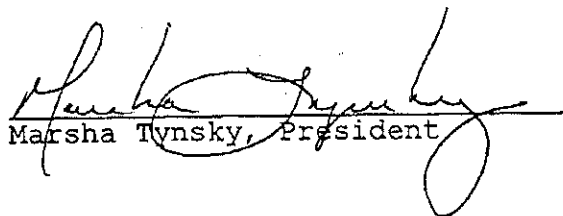
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upon delivery of documents as specified above, if presented at the office of Trona Valley Community Federal Credit Union identified above, on or before the expiration date.

This Irrevocable Letter of Credit, when used for interstate and international credit, shall be governed by the Uniform Customs and Practice for Documentary Credits as set forth in the International Chamber of Commerce Publication No. 500 (1993 revision).

Trona Valley Community Federal
Credit Union

By:


Marsha Tynsky, President



RECORDED 4/26/2006 AT 03:30 PM REC# 1468517 BK# 1055 PG# 1117
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