SETTLEMENT AGREEMENT

The Wyoming Department of Environmental Quality (DEQ), Water Quality Division (WQD), and Richardson Construction (Richardson), a company authorized to do business in Wyoming, enter into this Settlement Agreement to fully and finally resolve without litigation the violations alleged in **Notice of Violation (NOV) Docket Number 4126-07 dated August 16, 2007. The alleged violations occurred in Natrona County.**

WYO. STAT. ANN. § 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, Richardson and the DEQ hereby stipulate and agree as follows:

1. The DEQ, pursuant to WYO. STAT. ANN. § 35-11-104, is a department in the executive branch of the state government of Wyoming and is principally situated in Cheyenne, Wyoming. DEQ is the agency with the responsibility for administering the Wyoming Environmental Quality Act (Act) including all provisions of the Wyoming Water Quality Rules and Regulations (WWQRR).

2. Since receiving the NOV, Richardson has provided the DEQ with documentation demonstrating the steps taken to address the alleged violations covered by this NOV, including the ongoing operational programs designed to prevent violations in the future.

3. Richardson agrees to pay a penalty of nine thousand five hundred dollars and no cents ($9,500.00) as a settlement to resolve the above referenced NOV. If Richardson has made payment to the City of Casper for clean up costs invoiced July 31, 2007, and provides the DEQ with this information, the DEQ will adjust the penalty and Richardson shall pay the remaining balance of six thousand five hundred dollars and no cents ($6,500.00). Payment shall be paid within thirty (30) days of the full execution of this Settlement Agreement. Payment to DEQ shall be by check made payable to the Wyoming Department of Environmental Quality, Water Quality Division and shall be sent to: Mr. Kevin M. Wells, Compliance & Enforcement Coordinator, Department of Environmental Quality, Water Quality Division, Herschler Building, 4th Floor-West, 122 West 25th Street, Cheyenne, Wyoming 82002. The check should reference NOV Docket Number 4126-07.

4. This signed Settlement Agreement and payment by Richardson as cited in NOV 4126-07, shall constitute full satisfaction for and resolution of all claims by the DEQ against Richardson based on the violations alleged in NOV Docket Number 4126-07. Contingent upon Richardson's full compliance with the terms of this Settlement Agreement, the DEQ will refrain from taking further enforcement action against Richardson for these particular violations. By this Settlement Agreement, the parties intend to resolve with prejudice all allegations that were asserted in NOV Docket Number 4126-07.

5. Richardson waives any statute of limitations which may apply to an enforcement action by the DEQ involving the specific matters described in NOV Docket Number 4126-07 in the event that Richardson fails to fulfill its obligations under this Settlement Agreement.

6. Nothing in this agreement precludes DEQ from taking additional enforcement action; including the issuance of a NOV, Order, and/or pursuing additional penalties, should Richardson violate the Act, applicable rules and regulations, or WYPDES permit requirements in the future.

7. This Settlement Agreement or any actions taken in accordance with its provisions, does not constitute an admission by Richardson to any allegations, findings, determinations or conclusions contained in this Agreement, nor is this a retraction by the DEQ of the specific allegations in NOV Docket Number 4126-07. Except as specifically provided for herein, nothing in this Agreement shall prejudice, waive, or impair any right, remedy, or defense that Richardson may have against any entity.

8. This Settlement Agreement shall be admissible by either party without objection by the other party in any subsequent action between these parties to enforce its terms.

9. Notwithstanding any other language in this Settlement Agreement, the State of Wyoming and DEQ do not waive sovereign immunity by entering into this Settlement Agreement with Richardson and specifically retain all immunity and all defenses available as sovereigns under state and federal law.

10. Each party shall bear its own attorney fees and costs, if any, incurred through the date this Settlement Agreement is signed by both parties.

11. Richardson and the DEQ agree to comply with and be bound by the terms of this agreement and further agree they will not contest the basis or validity of this Settlement Agreement in any action taken by DEQ to enforce the terms of this Settlement Agreement. Therefore this Settlement Agreement is binding upon Richardson, its successors and assigns, and upon the DEQ.

12. The persons signing this Settlement Agreement certify that they are duly authorized to bind their respective parties to this Settlement Agreement. Full execution of this Settlement Agreement shall be determined by the latest date of all parties signing.

13. This Settlement Agreement is not binding on the Parties until the date the last signature is affixed hereon.

FOR RICHARDSON CONSTRUCTION

Signed: _____

Typed: Randall Richardson

Title: Pres.

Date: 5/28/08

FOR THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY:

_____ Date: 11/14/08
John V. Corra
Director
Department of Environmental Quality

_____ Date: 11/14/08
John F. Wagner
Administrator
DEQ/Water Quality Division