

This Agreement to Provide Water Taps ("Agreement"), by and between **Star Valley Ranch Association**, a Wyoming nonprofit corporation, having its principal place of business in Lincoln County, Wyoming ("**Association**") and **Leisure Valley, Inc.**, a Nevada corporation, doing business in the State of Wyoming at P. O. Box 299, Thayne, Lincoln County, Wyoming; (hereinafter referred to as "**Leisure Valley**"). The Association and Leisure Valley enter into this Agreement on August 10, 1998 upon the following terms and conditions:

1. The Association shall provide to Leisure Valley the following domestic/culinary water taps:
  - A. **Leisure Valley's Forty Acres.** The Association shall provide Leisure Valley with up to four (4) taps to Leisure Valley's Forty (40) Acres of property located in Prater Canyon and more particularly described on Exhibit A. The Association shall have no obligation to provide snow removal, maintenance or improvement of any roads constructed on the Forty (40) Acres or any part thereof.
  - B. **Leisure Valley's Eighteen Acres.** The Association shall provide Leisure Valley with up to two (2) taps to Leisure Valley's Eighteen (18) Acres located in Cedar Canyon and more particularly described on Exhibit B. This Paragraph 1.B supercedes Article I.4.(c) on Page 8 of the Deed by Leisure Valley, Inc. in favor of Star Valley Ranch Association dated January 21, 1985.
  - C. **Leisure Valley Shop, Barn and Other Entry Facilities.** The Association shall provide Leisure Valley with seven (7) taps to Leisure Valley's facilities located at the main subdivision entry along Vista Drive. Namely: One (1) Tap each for the Shop; the Barn; a Mobile Home; a second Mobile Home; the Green house; the Stock Corral east of Barn; and the Corral located on State Land situate on the west side of Muddy String Road. The tap for the Corral on the State Land shall terminate if Leisure Valley ceases to be the Lessee thereof unless Leisure Valley becomes the owner of the State Land. In addition to watering up to four horses, the tap for the stock corral east of the barn may be used for temporary watering of cattle. The taps to be provided in accordance with this Paragraph 1.C. may not be transferred to other property. They may however be sold with the property to which they are attached and used for other purposes, subject to all of the restrictions of this Paragraph 1.
  - D. **Leisure Valley's 3 1/2 Acres on East Side Muddy String Road.** The Association shall provide Leisure Valley with three (3) taps to Leisure Valley's 3 1/2 acres located on the East side of Muddy String Road lying just south of Richard Asay's home and more particularly described as Prater Canyon Estates No. 1, Lots 29, 97

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and 98. Leisure Valley shall be responsible for installing a 1 1/2" connecting water line (and the Association shall install the saddle and valve at the expense of Leisure Valley), to serve the three, 3/4" lines from the Association's main water line to the lot lines of the three lots located on the aforementioned 3 1/2 acres. Thereafter, when requested by Leisure Valley, the water meters and the 3/4" taps for each of the three lots shall be connected to the 1 1/2" connecting water line, at which time the Association shall be paid its water connection fees for each of the three, 3/4" taps.

- E. There is one existing tap on Plat 16A. The Association shall provide Leisure Valley with two additional taps for Plat 16A for a total of three taps for Plat 16A. All buildings and construction on Plat 16A shall be subject to the covenants and restrictions set forth in the Association Declaration of Covenants, Conditions & Restrictions on lands adjacent to Plat 16A. The use of the taps for Plat 16A for watering of horses shall be limited to two horses per tap.
2. The taps to be provided by the Association to Leisure Valley pursuant to Paragraph 1 of this Agreement shall be subject to the following terms and conditions which shall govern installation, inspection, maintenance and assessments:
- A. Each water tap shall be a three-quarters inch (3/4"), metered tap for domestic/culinary use only, which use includes stock watering for up to four horses per tap but excludes stock water for all other livestock (hereinafter referred to as "tap" or "taps").
  - B. Upon connection of a new tap to the Association's water system, the Association shall assess the owner of the property to be served by the new tap a connection fee on the same basis (but not less than) as connection fees assessed to Association members.
  - C. For all taps connected or to be connected in accordance with this Agreement to the Association's water system, the Association shall assess to the owner of the property served by the tap, annual costs or fees for water usage, water system maintenance and water service fees. Such costs and fees shall be on the same basis, but not less than those fees charged to an Association member for the same annual water service which now are those water related costs which make up a part of the Association's annual assessment. In addition, each tap shall pay a sum equal to that assessed to Star Valley Ranch subdivision lots for any Association special assessment for capital improvements of the Association's water system, water rights, and/or water facilities.
  - D. A tap provided to Leisure Valley in accordance with this Agreement shall not be



transferrable to other property.

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- E. Leisure Valley shall be responsible for all costs, including labor, material and meter costs, incident to installation of a tap and for all lines and facilities off the Association's main water line, and for the future maintenance and/or replacement thereof.
  - F. The Association shall be solely responsible for physically connecting each tap to the Association's water system.
  - G. The Association shall have the right to inspect and approve Leisure Valley's installation of any water lines, meters, etc. that will ultimately be connected to the Association's water system to insure compliance with Association, state, federal and local regulations, before any such facilities are covered up.
  - H. The Association shall have the right to read meters for any tap whether the meter is located on Association property or otherwise.
  - I. Leisure Valley shall be fully responsible to properly maintain, repair and replace in the future all lines and/or meters connected to the taps.
2. **Rights and Remedies.** If either party fails to perform any obligations under this Agreement, the other party shall have all rights and remedies available as provided at law or in equity, including the right to specific performance.
3. **Attorneys Fees.** If either party defaults in any of the promises, conditions or obligations of this Agreement, the defaulting party shall pay all costs and expenses, including reasonable attorneys fees, which may be incurred in enforcing this Agreement or enforcing any remedy at law or equity.
4. **Signature.** This Agreement may be executed in separate counterparts, which may be original, photocopies, telecopy transmissions or copies thereof, and when this Agreement has been executed on a single original or in counterparts, this Agreement shall be binding and in full force and effect.

DATED this 10<sup>th</sup> day of August, 1998.

LEISURE VALLEY, INC.

Attest:

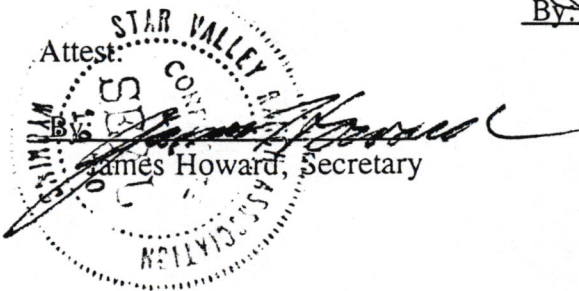
By: Bradley J. Stewart  
Bradley J. Stewart, Secretary

By: Harold P. Stewart  
Harold P. Stewart, President

Original, 1 of 2

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## STAR VALLEY RANCH ASSOCIATION



By: Franklin D. Radford  
 Franklin D. Radford, Chairman and Director

STATE OF WYOMING     )  
                                       ) ss.  
 County of Lincoln     )

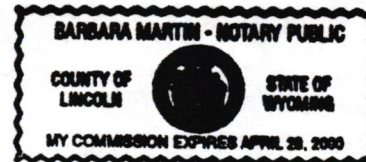
On this 10<sup>th</sup> day of August, 1998, before me personally appeared Franklin D. Radford as Chairman and Director of Star Valley Ranch Association executing the foregoing document and James Howard attesting this document on behalf of the Association by authority of its Board of Directors and Franklin D. Radford and James Howard acknowledged said instrument to be the free act and deed of the Association.

Witness my hand and official seal.

My commission expires: 4/28/2000

STATE OF WYOMING     )  
                                       ) ss.  
 County of Lincoln     )

Barbara Martin  
 Notary Public



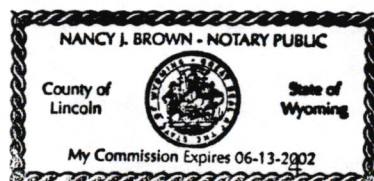
On this 10<sup>th</sup> day of August, 1998, before me personally appeared Harold P. Stewart as President of Leisure Valley, Inc. executing the foregoing document and Bradley J. Stewart, Secretary, attesting this document on behalf of the corporation by authority of its Board of Directors and Harold P. Stewart and Bradley J. Stewart acknowledged said instrument to be the free act and deed of the Corporation.

Witness my hand and official seal.

My commission expires:

Original, 1 of 2

SV\AGMT.TAP; August 6, 1998 (12:50PM)



Nancy J. Brown  
 Notary Public



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EXHIBIT A

To Agreement to Provide Water Taps  
Dated August 10, 1998

Description for Leisure Valley, Inc. forty (40) acre parcel near the mouth of Prater Canyon:

A parcel of land, being the north 40 acres of Homestead Entry Survey 65, Section 30, Township 35 North, Range 118 West of the Sixth Principal Meridian, Wyoming, being more particularly described as follows:

Beginning at Corner 1 of said Homestead Entry 65; thence East 20.00 chains to Corner 2 of Homestead Entry 65; thence South 20.00 chains to Corner 3 of Homestead Entry 65; thence West 20.00 chains; thence North 20.00 chains to the point of beginning.

To Agreement to Provide Water Taps  
Dated August 10, 1998

DESCRIPTION OF EIGHTEEN ACRES

**All that real property situate in the County of Lincoln,  
State of Wyoming, bounded and described as follows:**

That part of Lot 2 of Section 5, Township 34 North, Range 118 West, Lincoln County, Wyoming, lying and being situate northerly of an existing fence, said fence being described as commencing at the Southwest corner of said Lot 2 and thence running Northeasterly across the said Lot 2 encompassing an area of 18.6 acres, more or less.