

WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY
LAND QUALITY DIVISION

SETTLEMENT AGREEMENT

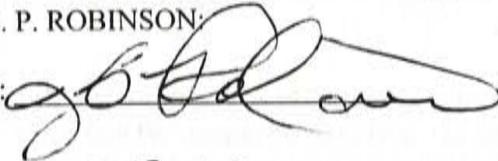
The Wyoming Department of Environmental Quality, Land Quality Division (WDEQ/LQD) and J. P. Robinson, an individual authorized to do business in Wyoming, enter into this Settlement Agreement to fully and finally resolve without litigation the violations alleged in Notice of Violation (NOV) Docket Number 4407-08 dated December 22, 2008. The NOV alleges: 1) that topsoil located above the pit highwall had been improperly saved and stockpiled, 2) that a legible permit identification sign had not been posted, 3) that topsoil stockpiles had not been identified with signs, and 4) that the required Annual Report for 2008 had not been filed. These are violations of Wyoming Statutes and the applicable WDEQ/LQD Noncoal Rules and Regulations.

W.S. § 35-11-901(a)(ii) authorizes the WDEQ/LQD to negotiate a stipulated settlement, including a cash settlement payment, in lieu of litigation. To that end, J. P. Robinson and the WDEQ/LQD hereby stipulate and agree as follows:

1. The WDEQ, pursuant to W.S. § 35-11-104, is a department in the executive branch of the state government of Wyoming and is principally situated in Cheyenne, Wyoming. WDEQ is the agency with the responsibility for administering the Wyoming Environmental Quality Act including all provisions of the WDEQ/LQD Noncoal Rules and Regulations.
2. J. P. Robinson agrees to pay a total of Two Thousand dollars (\$2,000.00) as a stipulated cash settlement payment to resolve this matter in lieu of litigation under W.S. § 35-11-901(a)(ii). Payment is due and payable within thirty (30) days of full execution of this Settlement Agreement. Payment shall be by check made payable to the Wyoming Land Quality Division and shall be sent to: Donald R. McKenzie, Administrator, Wyoming Department of Environmental Quality, Land Quality Division, Herschler Building, 3 Floor-West, 122 West 25th Street, Cheyenne, Wyoming 82002.
3. The permit identification required by WDEQ/LQD Noncoal Rules and Regulations, Chapter 10, Section 4(a) shall be posted at the entrance to the pit within thirty (30) days of full execution of this Settlement Agreement. The sign shall list the name, address, and telephone number of the operator, along with the WDEQ/LQD Limited Mining Operation number (566ET).
4. All unstripped topsoil above the pit highwall must be salvaged and saved for use in reclamation. Stockpiles must be relocated and consolidated in a secure location to minimize wind and water erosion. Topsoil salvage and stockpiling must be completed before mining resumes in the pit, but no later than May 29, 2009.
5. Immediately following the topsoil salvage and stockpiling operations required by Item No. 4, all topsoil stockpiles are to be clearly identified with signs as required by WDEQ/LQD Noncoal Rules and Regulations, Chapter 10, Section 4(b).
6. The Annual Report required by W.S. § 35-11-401(k) for the period February 27, 2007 to February 27, 2008 must be submitted no later than January 30, 2009.
7. This signed Settlement Agreement and payment of cash settlement amount shall constitute full satisfaction and resolution of all claims by the WDEQ/LQD against J. P. Robinson based on the violations alleged in NOV Docket No. 4407-08. Contingent upon J. P. Robinson's compliance with the terms of this Settlement Agreement, the WDEQ/LQD will refrain from taking further enforcement action for these particular violations cited in this Settlement Agreement. By this Settlement Agreement, the parties intend to resolve with prejudice all allegations that were asserted in NOV Docket No. 4407-08.
8. J. P. Robinson waives any statute of limitations which may apply to an enforcement action by the WDEQ/LQD involving the specific matters described in NOV Docket No. 4407-08 in the event that J. P. Robinson fails to fulfill his obligations under this Settlement Agreement.
7. Nothing in this agreement precludes WDEQ/LQD from taking additional enforcement action, including the issuance of a Notice of Violation and Order, should J. P. Robinson violate the Wyoming Environmental Quality Act or applicable rules and regulations in the future.
8. This Settlement Agreement shall be admissible by either party without objection by the other party in any subsequent action between these parties.

9. Notwithstanding any other language in this Settlement Agreement, the State of Wyoming and WDEQ do not waive sovereign immunity by entering into this Settlement Agreement with J. P. Robinson 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. This Settlement Agreement is binding upon J. P. Robinson, his successors and assignees, and upon the WDEQ/LQD.
12. The persons signing this Settlement Agreement certify that they are duly authorized to bind their respective parties to this Settlement Agreement.

FOR: J. P. ROBINSON:

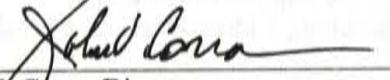
Signed: 

Date: 6-22-09

Typed: JP Robinson

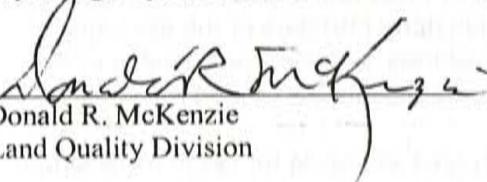
Title: Mine Permit Holder

FOR THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY:



John V. Corra, Director
Wyoming Department of Environmental Quality

Date: 7/22/09



Donald R. McKenzie
Land Quality Division

Date: 7/22/09

xc: Mark Moxley, WDEQ/LQD, District II
NOV Docket Number 4407-08
LMO 566ET File