

**WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY
LAND QUALITY DIVISION**

SETTLEMENT AGREEMENT

The Wyoming Department of Environmental Quality, Land Quality Division (WDEQ/LQD) and Croell Redi-Mix, Inc., a company authorized to do business in Wyoming, enter into this Settlement Agreement to fully and finally resolve without litigation the violation alleged in **Notice of Violation (NOV) Docket Number 4700-10, dated July 1, 2010**. The site of these violations is located in Section 25, Township 52 North, Range 62 West.

W.S. §35-11-901(a)(ii) authorizes the WDEQ to negotiate a stipulated settlement, including payment of a penalty, in lieu of litigation. To that end, Croell Redi-Mix, Inc., (Croell) 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. DEQ is the agency with the responsibility for administering the Wyoming Environmental Quality Act including all provisions of the WDEQ/LQD Rules & Regulations.
2. Croell is the approved applicant and operator of a limestone quarry mining operation located in Crook County, Wyoming, in Section 25, Township 52 North, Range 62 West. Permit 772 was issued to Croell on March 31, 2010. As part of its operation, Croell mines limestone from this site and distributes or sells the mined limestone for commercial use.
3. Performing mining related disturbances outside the approved "Affected Area Boundary" of Permit 772 is a violation of Wyoming Statute §35-11-415(b)(ii) which requires the operator to conduct all surface mining and reclamation activities within the permit area in conformity with his approved plan.
6. Croell agrees to pay a total penalty of Fifteen Thousand Dollars (\$15,000.00), for the violation stated in Item 3. above, as a partial settlement for the resolution to this matter in lieu of litigation under W.S. §35-11-901(a)(ii). Croell shall pay \$15,000.00 directly to the WDEQ/LQD. Payment is due and payable within thirty (30) days of full execution of this Settlement Agreement. Payment to WDEQ/LQD shall be by check made payable to the Wyoming Department of Environmental Quality/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.**
7. Croell shall not mine mineral from areas disturbed outside of the currently approved affected area boundary until the revision application submitted to LQD on June 14, 2010, tracked under TFN 5 6/173 is approved.
8. Croell agrees to immediately halt all mining associated activities at Permit 772 that would continue to extend disturbances outside the currently approved affected area boundary.
9. This signed Settlement Agreement and payment by Croell as specified above shall constitute full satisfaction for and resolution of all claims by the WDEQ/LQD against Croell, based on the violations alleged in Notice of Violation Docket No. 4700-10. Contingent upon Croell, compliance with the terms of this Settlement Agreement, the WDEQ/LQD will refrain from taking further enforcement action against Croell, 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. 4700-10.
12. Croell waives any statute of limitations which may apply to an enforcement action by the WDEQ/LQD involving the specific matters described in Notice of Violation Docket No. 4700-10.

13. Nothing in this agreement precludes WDEQ/LQD from taking additional enforcement action, including the issuance of a Notice of Violation, Order and/or pursuing additional penalties, should Croell violate the Wyoming Environmental Quality Act or applicable rules and regulations in the future.
14. This Settlement Agreement shall be admissible by either party without objection by the other party in any subsequent action between these parties.
15. 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 Croell and specifically retain all immunity and all defenses available as sovereigns under state and federal law.
16. Each party shall bear its own attorney fees and costs, if any, incurred through the date this Settlement Agreement is signed by both parties.
17. **This Settlement Agreement** is binding upon Croell, its successors and assigns, and upon the WDEQ.
18. The persons signing this Settlement Agreement certify that they are duly authorized to bind their respective parties to this Settlement Agreement.

FOR: Croell Redi-Mix, Inc.

Signed: B.M. Marchant

Date: 7-29-10

Printed: Brian Marchant

Title: GM Croell

FOR: The Wyoming Department of Environmental Quality

John V. Corra
John V. Corra, Director
WDEQ

Date: 8/2/10

Donald R. McKenzie
Donald R. McKenzie, Administrator
WDEQ/Land Quality Division

Date: 2 Aug 10

JVC/DM/MR

cc: Mark Rogaczewski, WDEQ/LQD, District III
Docket Number 4700-10