

**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 violations alleged in **Notice of Violation (NOV) Docket Number 4901-11, dated September 29, 2011**. The Notice of Violation (NOV) alleges that the operator affected areas before performing topsoil salvage from those areas.

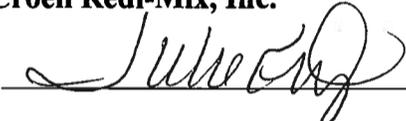
The site of the remaining violations is located in Section 22, Township 52 North, Range 83 West. This is a violation of the Wyoming Environmental Quality Act (Act) and applicable Wyoming Department of Environmental Quality/Land Quality Non-Coal Rules and Regulations (WDEQ/LQD NC R&R). W.S. §35-11-901(a)(ii) authorizes the WDEQ to negotiate a stipulated settlement, including payment of a penalty, in lieu of litigation. To that end, Croell Redi-Mix, Inc. 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 R&R.
2. Croell Redi-Mix, Inc. is the operator for a gravel mining located in Johnson County, Wyoming, in Section 22, Township 52 North, Range 83 West. As part of its operation, Croell Redi-Mix, Inc. mines mineral from this site and distributes or sells the mineral mined for commercial use.
3. Affecting an area by mining activity before topsoil has been salvaged from the area is a violation of WDEQ/LQD NC R&R Chapter 10, Section 4(b).
4. Croell Redi-Mix, Inc. agrees to pay a total penalty of Two Thousand Five Hundred Dollars (\$2,500.00) for the violations 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 Redi-Mix, Inc. shall pay \$2,500.00 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: Nancy Nuttbrock, Administrator, Wyoming Department of Environmental Quality, Land Quality Division, Herschler Building, 3 Floor-West, 122 West 25<sup>th</sup> Street, Cheyenne, Wyoming 82002.
5. Croell Redi-Mix, Inc. shall: 1) immediately salvage topsoil from all areas where equipment operation will occur, 2) remove materials in the northwest pit edge from areas where topsoil has not been salvaged, and 3) remove materials spilled onto undisturbed topsoil on the western pit edge.
6. This signed Settlement Agreement and payment by Croell Redi-Mix, Inc. as specified above shall constitute full satisfaction for and resolution of all claims by the WDEQ/LQD against Croell Redi-Mix, Inc. based on the violations alleged in Notice of Violation Docket No. 4901-11. Contingent upon Croell Redi-Mix, Inc. compliance with the terms of this Settlement Agreement, the WDEQ/LQD will refrain from taking further enforcement action against Croell Redi-Mix, Inc. 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. 4901-11.
7. Croell Redi-Mix, Inc. 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. 4901-11.
8. 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 Redi-Mix, Inc. violate the Wyoming Environmental Quality Act or applicable rules and regulations in the future.

9. This Settlement Agreement shall be admissible by either party without objection by the other party in any subsequent action between these parties.
10. 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 Redi-Mix, Inc. and specifically retain all immunity and all defenses available as sovereigns under state and federal law.
11. Each party shall bear its own attorney fees and costs, if any, incurred through the date this Settlement Agreement is signed by both parties.
12. **This Settlement Agreement is binding upon Croell Redi-Mix, Inc. its successors and assigns, and upon the WDEQ.**
13. 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: 

Date: 11/8/2011

Typed: Julie Ewing

Title: EHS Director

**FOR: The Wyoming Department of Environmental Quality**

  
John V. Corra, Director  
WDEQ

Date: 11/16/11

  
Nancy Nuttbrock, Administrator  
WDEQ/Land Quality Division

Date: 11/16/11

JVC/NN/DS

cc: Mark Rogaczewski, WDEQ/LQD, District III  
Docket Number 4901-11