

**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 5465-14, dated October 6, 2014**. The site of these violations is located in Section 25, Township 52 North, Range 62 West and Section 36, Township 52 North, Range 62 West

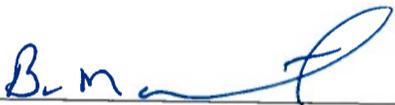
W.S. §35-11-901(a)(ii) authorizes the WDEQ to negotiate a stipulated settlement, including payment of a penalty, in lieu of litigation. To that end, Croell Redi-Mix, Inc., (Croell) and the WDEQ/LQD hereby stipulate and agree as follows:

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 Sections 25, 26 and 35 Township 52 North, Range 62 West. As part of its operation, Croell mines limestone from this site and distributes or sells the mined limestone for commercial use.
3. During an inspection performed on August 26, 2014, by Mr. BJ Kristiansen and Mr. Dorrان Larner of the LQD District III staff, off-site impacts from blasting debris in Section 36, Township 52 North, Range 62 West were discovered.  
  
During an inspection performed on August 28, 2014, by Mr. Dorrان Larner of the LQD District III staff, on-site impacts from blasting debris were discovered. During the same inspection, additional on-site impacts were noted due to materials from a failed berm washed downslope onto topsoil. These compliance issues are located in Section 25, Township 52 North, Range 62 West.
4. Affecting lands outside the approved permit boundary is a violation of Wyoming Statute §35-11-415(b)(ii). Failure to remove topsoil from all areas to be affected in the permit boundary is a violation of Land Quality Division Non-coal Rules and Regulations Chapter 3. Section 2(c)(i)(A).
5. Croell agrees to pay a total penalty of Two Thousand Five Hundred Dollars (\$2,500.00), for the violations stated in Item 3. and 4. 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 \$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.**
6. Croell shall remove all fly rock from unstripped topsoil within the approved permit boundary of Permit 772 and on adjacent lands in Section 36, Township 52 North, Range 62 West by November 15, 2014. Croell shall provide photographic evidence with a sworn statement that all fly rock has been removed as required by this settlement agreement.
7. 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. 5465-14. 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. 5465-14.
8. 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. 5465-14.

9. 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.
10. This Settlement Agreement shall be admissible by either party without objection by the other party in any subsequent action between these parties.
11. 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.
12. Each party shall bear its own attorney fees and costs, if any, incurred through the date this Settlement Agreement is signed by both parties.
13. **This Settlement Agreement is binding upon Croell, its successors and assigns, and upon the WDEQ.**
14. 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: 10-29-14

Printed: Brian Merchant

Title: GM, Croell

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

  
Todd Parfitt, Director  
WDEQ

Date: 11/2/14

  
Nancy Nuttbrock, Administrator  
WDEQ Land Quality Division

Date: 11/3/14

JVC/DM/MR

cc: Mark Rogaczewski, WDEQ/LQD, District III  
Docket Number 5465-14