

DEC 10 2014

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WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY  
LAND QUALITY DIVISION

SETTLEMENT AGREEMENT

The Wyoming Department of Environmental Quality, Land Quality Division (WDEQ/LQD) and Monolith Minerals, LLC. (Monolith), 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 5466-14, dated October 6, 2014**. The Notice of Violation (NOV) alleges that the operator Failed to provide proper bond for an exploration area.

The site of the remaining violations is located in Section 36, Township 52 North, Range 62 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, Monolith 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/LQD is the agency with the responsibility for administering the Wyoming Environmental Quality Act including all provisions of the WDEQ/LQD R&R.
2. Monolith is the operator of an exploration area located in Crook County, Wyoming. A Drill Notice (DN) application, TFN 6 1/105, has been received by WDEQ/LQD and is pending approval.
3. The Notice of Violation was written for failure to properly bond prior to exploration activity, a violation of WDEQ/LQD Non-coal Rules and Regulations, Chapter 8, Section 3(a).
4. Monolith agrees to pay a total penalty of Five Hundred Dollars (\$500.00) for the violations stated in Item 3 above as a settlement for the resolution to this matter in lieu of litigation under W.S. §35-11-901(a)(ii). Monolith shall pay \$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. Exploration activity shall not resume until WDEQ/LQD approves and issues the pending DN tracked under TFN 6 1/105.
6. This signed Settlement Agreement and payment by Monolith as specified above shall constitute full satisfaction for and resolution of all claims by the WDEQ/LQD against Monolith, based on the violations alleged in Notice of Violation Docket No. 5466-14. Contingent upon Monolith compliance with the terms of this Settlement Agreement, the WDEQ/LQD will refrain from taking further enforcement action against Monolith 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. 5466-14.
7. Monolith 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. 5466-14.
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 Monolith 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 Monolith 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 Monolith, 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: Monolith Minerals, LLC**

Signed: 

Date: 12-02-14

Typed: Sim Bush

Title: Owner

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



Todd Parfitt, Director  
WDEQ

Date: 12/11/14



Nancy Nuttrock, Administrator  
WDEQ/Land Quality Division

Date: 12/10/14

TP/RAC/DL

cc: Mark Rogaczewski, WDEQ/LQD, District III  
Docket Number 5466-14

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