

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

**SETTLEMENT AGREEMENT**

The Wyoming Department of Environmental Quality, Land Quality Division (WDEQ/LQD) and Mullinax Concrete Services, 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 5502-14, dated November 3, 2012**. The Notice of Violation (NOV) alleges that the operator failed to salvage and stockpile topsoil prior to disturbance on the Regular Mining Operation.

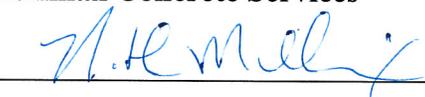
The site of the violations is located in Sections 01, and 02 of Township 54 North, Range 85 West, and Section 35 of Township 55 North, Range 85 West. This is a violation of the Wyoming Environmental Quality Act (Act) and applicable Wyoming Department of Environmental Quality/Land Quality Non-Coal Rules and Regulations (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, Mullinax Concrete Services 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. Mullinax Concrete Services is the operator of a gravel mining operation located in Sheridan County, Wyoming, in Sections 01, and 02 of Township 54 North, Range 85 West, and Section 35 of Township 55 North, Range 85 West. As part of its operation, Mullinax Concrete Services mines mineral from this site and distributes or sells the mineral mined for commercial use.
3. Failure to salvage and stockpile topsoil prior to affecting the area is a violation of WDEQ/ LQD NC R&R Chapter 3, Section 2(c)(i)(A).
4. Mullinax Concrete Services must salvage and stockpile topsoil from areas surrounding the current disturbance at Permit # 766 to prevent further topsoil impacts by mining operations. Topsoil salvage activities must be completed by December 23, 2012.
5. Mullinax Concrete Services agrees to pay a total penalty of One Thousand Two Hundred Fifty Dollars (\$1,250.00) for the violations stated in Item 3 above as partial settlement for the resolution to this matter in lieu of litigation under W.S. §35-11-901(a)(ii). Mullinax Concrete Services shall pay \$1,250.00 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 25th Street, Cheyenne, Wyoming 82002.
6. This signed Settlement Agreement shall constitute full satisfaction for and resolution of all claims by the WDEQ/LQD against Mullinax Concrete Services based on the violations alleged in Notice of Violation Docket No. 5502-14. Contingent upon Mullinax Concrete Services' compliance with the terms of this Settlement Agreement, the WDEQ/LQD will refrain from taking further enforcement action against Mullinax Concrete Services 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. 5502-14.
7. Mullinax Concrete Services 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. 5502-14.
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 Mullinax Concrete Services 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 Mullinax Concrete Services 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 Mullinax Concrete Services 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: Mullinax Concrete Services**

Signed: 

Date: 12-9-14

Typed: NATHAN MULLINAX

Title: President

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

  
Todd Parfitt, Director  
WDEQ

Date: 12/16/14

  
Nancy Nuttbrock, Administrator  
WDEQ/Land Quality Division

Date: 12/15/14

TP/NN/DS

cc: Mark Rogaczewski, WDEQ/LQD, District III  
Docket Number 5502-14  
File, Permit # 766