This SETTLEMENT AGREEMENT (hereinafter "AGREEMENT") is between WINTERTON TRUCKING (hereinafter "OPERATOR") and the UTAH DIVISION OF WATER QUALITY (hereinafter the "DIVISION"), concerning violations of the Utah Water Quality Act (the "Act"), Utah Code Annotated, and the Utah Administrative Code.

1. The DIVISION has authority to administer the Utah Water Quality Act, as amended 1953, (hereinafter the "ACT").

2. The DIVISION has been delegated authority by the U.S. Environmental Protection Agency (EPA) to administer the National Pollutant Discharge Elimination System (NPDES) permit program under the Federal Clean Water Act (CWA).

3. The parties now desire to resolve this matter fully without further administrative proceedings except to the extent provided herein by entering into this AGREEMENT. Entering into this AGREEMENT is not an admission of liability or factual allegation set out in the NOTICE, nor is it an admission of or an agreement to any disputed facts or disputed legal theories, nor is it an admission of any violation of any law, rule, regulation or permit by the OPERATOR.

4. The DIRECTOR of the DIVISION (hereinafter the "DIRECTOR") will administer the terms and provisions of this AGREEMENT.

5. This AGREEMENT resolves the NOTICE OF VIOLATION and ORDER, Docket Number I13-05 (hereinafter the "NOTICE"), between the OPERATOR and the DIVISION, issued to the OPERATOR on July 31, 2013, by the DIVISION. It does not in any way relieve the OPERATOR from any other obligation imposed under the Act or any other State or Federal laws.

6. In resolution of said NOTICE referenced in Paragraph 5 of this AGREEMENT, the OPERATOR agrees to pay a total penalty amount of $2,039. Payments made in accordance with this AGREEMENT, must be made payable to the State of Utah, hand delivered or mailed to the Division of Water Quality, Department of Environmental Quality, P.O. Box 144870, Salt Lake City, Utah 84114-4870. At the discretion of the OPERATOR, the penalty may be paid sooner than the due date in Paragraph 7 below. The penalty has been determined using the Penalty Criteria for Civil Settlement Negotiations, Utah Administrative Code ("UAC") R317-1-8 which considers such factors as the nature, severity and extent of the violations, history of noncompliance, degree of willfulness and/or negligence, good faith efforts to comply, and economic benefit.

7. The OPERATOR agrees to pay the full penalty of $2,039 prior to March 1, 2014. The OPERATOR agrees to pay a stipulated penalty of $100 per day, for every day of non-payment
after March 1, 2014.

8. Nothing contained in this AGREEMENT shall preclude the DIVISION from taking additional actions to include additional penalties against the OPERATOR for violations not resolved by this AGREEMENT.

9. If an agreement between the OPERATOR and the DIRECTOR cannot be reached in a dispute arising under any provision of this AGREEMENT, then the OPERATOR or the DIRECTOR may commence a proceeding with an Administrative Law Judge under the Administrative Procedures Act to resolve the dispute. A final decision in any adjudicative proceeding shall be subject to judicial review under applicable state law.

10. Nothing in this AGREEMENT shall constitute a waiver by the OPERATOR to raise in defense any legal or factual contention for future allegations of noncompliance.

11. Nothing in this AGREEMENT shall constitute or be considered as a release from any claims, to include natural resource damage claims, cause of action, or demand in law or equity which the DIVISION may have against the OPERATOR, or any other person, firm, partnership or corporation for any liability arising out of or relating in any way to the release of pollutants to waters of the State.

12. The OPERATOR agrees to fully implement and to continue to implement the Waste Management Plan, dated August 27, 2013, that was prepared by Darrell Gillman.

13. The OPERATOR agrees that Winterton Trucking will not contaminate waters of the State with manure or other pollutants from trucking or truck clean-out activities.

14. The OPERATOR agrees to notify the DIVISION (Don Hall (801-536-4492), within 24-hours of any discharge, should Winterton Trucking contaminate any waters of the State in the future.

AGREED to this 7 day of December, 2013.
(The DIRECTOR will date upon his signature)

WINTERTON TRUCKING, LLC

By:

DIVISION OF WATER QUALITY

By:

Authorized Agent

Director

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