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Permit to Mine Application

Part I

Adjudication File

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NOTE: Do not fold this form. Use typewriter or print neatly with black ink. Submit three (3) copies, one of which must be an original Form 1 as supplied by the Department of Environmental Quality, Land Quality Division.

STATE OF WYOMING
DEPARTMENT OF ENVIRONMENTAL QUALITY
LAND QUALITY DIVISION
APPLICATION
FOR
PERMIT TO MINE
OR
AMENDMENT TO A PERMIT TO MINE



1. (a) Name, telephone number, and mailing address of applicant: Wyo-Ben, Inc.
P.O. Box 1979, Billings, Montana 59103 (406) 252-6351

(b) If the applicant is a partnership, association or corporation, the names and addresses of all managers, partners and executives directly responsible for operations in this State:

Name: Keith Brown Address: P.O. Box 1979, Billings, MT 59103
Title: President Phone No. (406) 252-6351
Name: Lawrence E. Collingwood Address: P.O. Box 1072, Greybull, WY 82426
Title: Manager-Mining & Production Phone No. (307) 765-4445
Name: _____ Address: _____
Title: _____ Phone No. _____
Name: _____ Address: _____
Title: _____ Phone No. _____

2. Name and mailing address of the agent or person to whom any notice under the provisions of Wyoming Environmental Quality Act or Rules and Regulations adopted thereunder may be sent: _____

Richard K. Brown, P.O. Box 1979, Billings, MT 59103

3. Attach the following information as part of the specific appendices:

(a) APPENDIX "A"

Names and addresses of surface and mineral owners of record within the proposed permit (amendment) area.

(b) APPENDIX "B"

- (i) Names and last known addresses of the owners of record of the surface rights of the lands immediately adjacent to the proposed permit (amendment) area.
- (ii) Names and last known addresses of any other persons within one-half (1/2) mile having a valid legal estate of record.
- (iii) For surface coal mining operations, the names and last known addresses of coal ownership immediately adjacent to the proposed permit (amendment) area.

NOTE: Appendices "A" and "B" shall each be accompanied by maps showing the ownership locations required by the respective appendices. Mapping of (b)(ii) is not required.

(c) APPENDIX "C"

- (i) All lands to be included in the proposed permit (amendment) area shall be tabulated by legal subdivision, section, township, range, county, and municipal corporation, if any, and the number of acres for each subdivision listed.
- (ii) Lands which are to be part of the proposed permit (amendment) area, for which no right to mine is claimed shall be identified in item (c)(i) above as such and tabulated separately listing the number of acres for each legal subdivision.
- (iii) Lands which are located within other permit areas shall be identified and a copy of the land use agreement with the other permittee shall be attached as part of this application.
- (iv) An original United States Geological Survey topographic map, clearly outlining and identifying the lands to be within the proposed permit areas, shall be provided. Photo copies or other similar copies are not acceptable unless prior approval is obtained from the Land Quality Division.

Permit No. 321C-A6

TFN No. _____

(d) APPENDIX "D"

- (i) For operations other than in situ, a description of the land which shall include: historic and present land use; vegetative cover; annual rainfall; general directions and average velocities of the winds; indigenous wildlife; present surface water and the immediate drainage areas; valid water rights; nature and depth of the overburden subsoil, topsoil; including a soils map; mineral seams, or other deposits; subsurface water(s) known to exist above the deepest projected depth of the mining operation.
- (ii) For in situ operations, this appendix shall include a description of the land which shall include: Soils, vegetation, wildlife, and surface hydrologic information consistent with the extent and nature of the proposed surface disturbance including descriptions of the soil indigenous wildlife, natural gamma radiation background for lands to be impacted by radioactive materials, the vegetative cover, meteorological information and a description of any surface water and adjudicated water rights within the proposed permit area or on adjacent lands; a description of the general geology including geochemistry and lithology of the permit area; a characterization of the production zone and aquifers that may be affected including applicable hydrologic and water chemistry data to describe the projected effects of the mining activities.

(e) APPENDIX "E"

A map or maps with the boundary of the proposed permit (amendment) area clearly outlined and identified showing:

- (i) The lands to be affected by the mining;
- (ii) The drainage area within and surrounding the proposed permit (amendment) area;
- (iii) The location and names, where known, of all roads, railroads, public or private rights-of-way and easements, utility lines, lakes, streams, creeks, springs, and other surface water courses, oil wells, gas wells, and water wells;
- (iv) An outline of the probable limits of all areas previously disturbed or to be disturbed by underground or subsurface mining, whether active or inactive, on or immediately adjacent to the proposed permit (amendment) area;
- (v) The names, last known addresses and boundary lines of the present surface landowners and occupants on the adjacent land to be affected;
- (vi) The location, ownership, and uses of all buildings on, or on lands adjacent to, the land to be affected;
- (vii) Information presented as part of APPENDIX "D" when necessary for clarification.

4. Mineral(s) to be mined: Bentonite
 Mining method to be used: Strip-Mining

5. Estimated dates of commencement and termination of the proposed operation:
 Start: 1984 Terminate: 1994

6. The total number of acres in the proposed permit (amendment) area and an estimate of the total number of acres to be affected by the operation:

Permit Acres	Estimate of Affected Acres
Original Permit <u>43,547.83</u>	Original Permit <u>1,680.59</u>
Approved Amendments <u>2,018.23</u>	Approved Amendments <u>144.20</u>
This Application <u>735.90</u>	This Application <u>174.20</u>
Total Acres <u>46,301.96</u>	Total Acres <u>1,998.99</u>

7. The name, if any, by which the permit (amendment) lands or any part thereof are known: Red Hole, Wind, and Coal Amendment Areas.

8. The nearest town, village, or city: Thermopolis, Wyoming

9. A filing fee of \$100.00 (\$200.00 for amendments) plus \$10.00 for each acre in the request permit (amendment) area. For any single permit (amendment) the maximum fee shall not exceed \$2,000.00.

10. For coal mining operations:
- (a) Each application shall contain the additional information as required in Chapter 2 Section 3 of the Land Quality Division Rules and Regulations;
 - (b) A certification that the applicant has a public liability insurance policy in force for the proposed mining and reclamation, as required by W.S. 35-11-406(a)(xiii) and Land Quality Division Rules and Regulations Chapter XIII, Section 2.b. and c.;
 - (c) Right of entry to or inspection of any operation, premises, records or equipment shall not require advance notice;
 - (d) A sworn statement that the applicant has paid the reclamation fee for this and all coal mining operations under the jurisdiction of P.L. 95-87 as required by Title IV of that law;
 - (e) A listing of all notices of violations required by W.S. 35-11-406(a)(xiv).

11. Plan or plans of the applicant, including maps, for the proposed mining operation and the reclamation of all affected lands as required by W.S. 35-11-406(b).

12. The provisions of the permit are severable, and if any provision of the permit, or the application of any provision of the permit, to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of the permit, shall not be affected thereby.

Permit No. 321C-A6

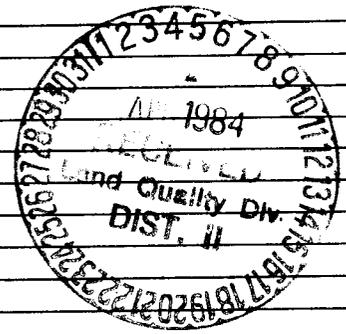
TFN No. _____

THE STATE OF WYOMING
DEPARTMENT OF ENVIRONMENTAL QUALITY SS.

This is to certify that I have examined the foregoing application and do hereby grant the same subject to the following limitations and conditions:

This permit (amendment) grants only the right to affect the lands described in Appendix "C" of the application.

Lined area for conditions and limitations.



APPROVED: _____
W. C. Ackerman, Administrator
Land Quality Division
Department of Environmental Quality

APPROVED: _____
Robert E. Sundin, Director
Department of Environmental Quality

Effective Date: _____

Permit No. _____

TFN No. _____

FINAL SWORN STATEMENT

State of Wyoming)
) ss
County of Big Horn)

I Keith Brown being duly sworn
Name (Typed or Printed)

on my oath that I am the applicant (President or Vice President if the applicant is a corporation) for the foregoing permit (amendment); that I have read the said application and fully know the contents thereof; that all statements contained in the permit (amendment) application are true and correct to my best knowledge and belief; by execution of this statement I certify that Wyo-Ben, Inc. has the right and power by legal estate owner to mine

(Applicant) from the land for which this permit (amendment) is desired; that Wyo-Ben, Inc. has

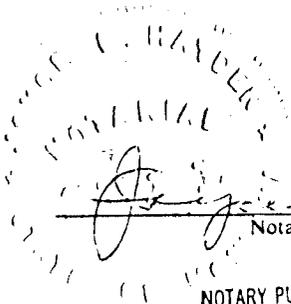
(Applicant) not forfeited, or is not involved in forfeiture proceedings for, a bond posted for reclamation purposes; and by completion and submission of this application, hereby give consent to allow the Director, the Administrator and/or his authorized representatives, at reasonable times and upon presentation of appropriate credentials, to enter upon and have access to any and all lands covered by this permit and amendments thereto and to inspect and copy any records or documents, obtain or monitor any samples or sampling, for any activities associated with the operation and permit.

Dated this 15th day of August, 1983

Signature Keith Brown

Title President

(seal)



Joseph L. Hayden
Notary Public or Secretary of a Corporation

NOTARY PUBLIC for the State of Montana
Residing at Billings, Montana
My Commission Expires Sept. 30, 1984

(d) ROYALTY. - To pay the following royalty on all bentonite produced, saved or marketed from the land herein leased, either in value, or kind, as the lessor may elect:

ON BENTONITE: On all bentonite mined, produced, saved or marketed, 30¢ per ton net. A ton shall mean two thousand (2,000) pounds of bentonite as mined from the property, no deduction whatsoever, being allowed for moisture content.

If the lessor elects to take its royalty in kind, the royalty shall be 10% of the bentonite mined, such bentonite to be good merchantable mine-run bentonite delivered for shipment at the mine.

The lessor reserves the right, if it may so elect, to increase the above royalty rate at the expiration of the first 3 years of the lease.

(e) MONTHLY PAYMENTS AND STATEMENTS. - To make payment in full on or before the twentieth (20th) day of the calendar month succeeding the month of production for all bentonite mined from the land; and to furnish sworn monthly statements therewith showing in tons the amount of all bentonite mined, accompanied by the mine weights; and such other information as may be called for in the form of reports prescribed by the lessor. These statements are to be subject to verification by examination of the books and records of the lessee.

(f) STRIP WORKINGS. - That all strip workings shall be operated in such a manner so as to remove all bentonite in the vein or veins worked; that strip mining shall be continuous across the property according to a definite plan and pattern submitted to and receiving the approval of the Commissioner of Public Lands; provided, however, that where the vein of bentonite is less than one foot in thickness the lessee shall not be required to mine or work that portion of such vein; and, provided further, that if the thickness of the overburden is such that the lessee considers it not profitable to excavate the bentonite beneath, notice is to be served on the lessor and the matter is to be adjusted fairly and impartially between the parties; that all overburden removed shall, as mining progresses, be returned to original pit, so that at the expiration or surrender of the lease or termination of mining activities the land will approximate its previous configuration; that all roads and bridges built and necessary to mining operation on the land shall upon the expiration, forfeiture or surrender of said lease become the property of the lessor.

(g) WEIGHT - WEIGHT RECORD. - That all bentonite mined or taken from the premises shall be weighed and the weight thereof, together with the proper check numbers, entered in due form in books kept for such purpose by the lessee; and an accurate record of the weight of all bentonite mined from the land shall be kept and preserved separate from the records of the bentonite mined from other lands. Measuring devices so used and weights obtained thereby shall be and are subject to full compliance with Chapter 123, Wyoming Revised Statutes, of 1931.

The term "ton" as herein used means a ton of two thousand pounds, no deduction being allowed for moisture content.

(h) MAPS AND REPORTS. - On the first of each calendar year to furnish the Commissioner of Public Lands with two prints of a map of the leased land showing the location, depth, and results of all prospect holes or pits sunk, roads and bridges constructed, improvements made, and the location and extent of excavations from which bentonite has been removed together with the thickness of the overburden and bentonite veins at twenty foot intervals plotted therein; and to make such other reports pertaining to the production and operations by the lessee as may be called for by the lessor.

(i) TAXES AND WAGES - FREEDOM OF PURCHASE. - To pay, when due, all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements and bentonite produced from the land hereunder, or other rights, property or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least once each month in the lawful money of the United States.

As required by W.S. 36-74.1, copies of all electrical, gamma-ray neutron, resistivity or other types of subsurface log reports obtained by or for lessee in conducting operations on the leased premises shall be submitted to the state geologist within three (3) years after the completion of drilling. LB
AEK

(j) STATUTORY REQUIREMENTS AND REGULATIONS. - To comply with all State statutory requirements and valid regulations thereunder.

(k) ASSIGNMENT OF LEASE. - MINING AGREEMENTS. - (1) Not to assign this lease or any interest therein, nor sub-let any portion thereof, except with the consent in writing of the lessor first had and obtained.

(2) To submit a signed copy of any mining agreement entered into affecting the possessory title to any of the land hereby leased for approval by the lessor.

(3) All over-riding royalties to be valid must have the approval of the Board and be recorded with the lease. The Board reserves the right of disapproval of such over-riding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(l) DELIVER PREMISES IN CASE OF FORFEITURE. - To deliver the leased premises with all permanent improvements thereon, in good order and condition, in case of forfeiture of this lease; but this shall not be construed to prevent removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

(m) DILIGENCE IN DEVELOPMENT. - This lease is granted with the express understanding that prospecting, bentonite mining, and the recovery of the valuable bentonite content of the above-described lands shall be pursued with diligence, and if at any time the lessor has reasonable belief that the operations are not being so conducted it shall so notify lessee in writing and if compliance is not promptly obtained and the delinquency fully satisfied, it may then, at the end of any lease year, declare this said lease terminated and offer the said lands to the highest and best bidder, and upon such terms as the lessor may prescribe; provided, that the herein designated lessee may have a preferential right to a new lease on the same terms and conditions as offered in the best bid; provided, however, that if the lessee fails or refuses to exercise such right the improvements then on the property shall be disposed of pursuant to Section 6 of this lease.

SEC. 4. - GENERAL COVENANTS:

(a) The lessee shall have the right to enter upon, occupy and enjoy such surface areas of the described tract as are necessary for the mining of bentonite and the construction of all buildings and other surface improvements incidental to the work contemplated by this lease; but the lessee shall fully protect the rights of any agricultural and grazing leases which have heretofore or may hereafter be granted by erecting cattle guards or gates and keeping closed gates in all fences in which openings are or may be made, and for protection of stock grazing thereon to fence or close all holes, pits or open cuts in which injury might be sustained, and shall not contaminate any living water upon the land so as to make it injurious to livestock; and, further, should the lessee or any person holding from, by or under the lessee, in any operation on said premises under this lease, destroy or injure any crop, building or other improvements of any tenant, lessee, purchaser or any other person holding under the State, the lessee agrees to fully indemnify all such injured parties in such sum or sums as may be mutually agreed upon by the respective parties or as may be fixed by appraisers appointed by each party if agreement is impossible; or the Board of Land Commissioners may fix the amount of such indemnity after inspection or hearing.

The rights of the lessee hereunder are subject further to the prior right of any other mineral lessee, his sub-lessee, or operator under any other mineral lease or leases now in force, or renewals thereof, to enjoy the free use of so much of the surface of the said lands as are necessary and incidental to their operations thereunder, and bentonite mining operations shall be conducted so as not to unduly interfere with the natural production operations, nor shall bentonite mining operations be conducted nearer than two hundred feet from any productive oil or gas well without consent of the oil and gas lessee; and the lessee further shall not disturb any existing road or roads now on said lands nor roads leading to or from any well or well location without first providing adequate and suitable roads in lieu thereof, and the lessee shall fully indemnify any such lessee for any injury or damages resulting from his operations hereunder in such amount so fixed as above provided.

(b) The lessee shall, during the term of this lease have the right to transport bentonite and equipment across these premises from properties adjacent to and operated by lessee.

(c) Upon the further consideration and payment of \$10.00 and payment of the filing and recording fees, the lessee may upon a sixty (60) days notice in writing to the lessor, surrender the lease or any legal sub-division thereof, providing all obligations under the terms of this lease at the date of the relinquishment have been fully complied with by the lessee. Providing, however, that if no developments have taken place during the life of the lease, such lease may be surrendered upon payment of the required fees.

(d) Such methods of mining shall be used as shall extract the greatest amount of bentonite possible, and all bentonite mining operations on these premises shall be subject to the supervision of the State Inspector of Mines and such supervision as the Commissioner of Public Lands through his office may care to designate.

(e) During the proper hours and at all times during the continuance of this lease the lessor or its representatives shall be authorized to go through any of the shafts, openings or workings on the premises, and to examine, inspect and survey the same and to make extracts of all books and weight sheets which show in any way the bentonite output from the land.

(f) This lease shall include only the right and privilege of bentonite mining, but if the lessee shall discover any other vein, lode, lead or ledge of mineralized rock or other valuable substance in or under said lands he shall immediately report the same to the lessor and shall then have a preferential right for a period of thirty (30) days following the date of discovery to lease said vein, lode, lead, or ledge upon such terms, conditions, and royalty as may be fairly fixed by the State Board of Land Commissioners, providing the land had not been leased prior to such time for that specific mineral.

Sec. 5 - THE LESSOR EXPRESSLY RESERVES:

1. DISPOSITION OF SURFACE. - The right to lease, grant rights of way, sell or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, or in accordance with the Rules and Regulations of the Board of Land Commissioners, insofar as the surface is not necessary for the use of the lessee in the extraction and removal of the bentonite therein.

SEC. 6 - APPRAISAL OF IMPROVEMENTS. - Upon the expiration of this lease, or earlier termination thereof pursuant to surrender or forfeiture or if such land be leased to another other than the owner of the improvements thereon, the lessee agrees that the improvements shall be disposed of pursuant to Section 24-704, Wyoming Compiled Statutes of 1945 and amendments thereof, as to State and School Lands, and Section 21-122B, Wyoming Compiled Statutes of 1945 and amendments thereof as to Farm Loan Board Lands. In the event that, within ninety days after the expiration of this lease, or earlier termination thereof pursuant to surrender or forfeiture, there is no new lessee of said lands, or of the part thereof on which Lessee has caused improvements to be made, then lessee may, within the sixty day period next succeeding said ninety days, cause to be removed from said lands any improvements theretofore made thereon by lessee; provided, that lessee shall repair any damage to the land caused by such removal.

SEC. 7 - FORFEITURE CLAUSE. - In the event that the lessee shall have procured this lease through fraud, misrepresentation or deceit, then and in that event this agreement, at the option of the lessor, shall cease and terminate and shall become ipso facto null and void, and all improvements upon said land or premise under the terms of this lease shall forfeit to and become the property of the State of Wyoming. In the event that the lessee shall fail to make payments of rentals and royalties as herein provided, or make default in the performance or observance of any of the terms, covenants and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default, either by personal service or by registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that

event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof; but these provisions shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause of forfeiture, or for the same cause occurring at any other time.

SEC. 8 - HEIRS AND SUCCESSORS IN INTEREST. - It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors of or assigns of the respective parties hereto.

SEC. 9 - This lease is issued by virtue of and under the authority conferred by Chapter 24, Wyoming Compiled Statutes, 1945, and Chapter 157, Session Laws of Wyoming, 1951, as to the State and School Lands, and Chapter 21 (21-122), Wyoming Compiled Statutes, 1945, and Chapter 156, Session Laws of Wyoming, 1951, as to Farm Loan Board Lands and amendments thereto.

IN WITNESS THEREOF, the said lessor has caused these presents to be signed by the Commissioner of Public Lands, Secretary of the Board of Land Commissioners, and the seal of the Board to be affixed and the lessee has caused these presents to be signed and sealed in the manner following:

Signed on this 10th day of November 1977.

LESSOR: STATE OF WYOMING, acting by and through its Board of Land Commissioners

By *Al King*
Commissioner of Public Lands -
Secretary

LESSEE:

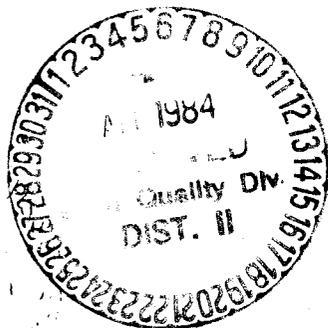
BY: WYO-BEN PRODUCTS, INC.

Form approved by Board: February 1, 1951

Lease and Bond approved by Board: NOV 3 1977

Examined: *[Signature]*

BY: *Keith Brown Pres*
(Name and Title)



WRA

0-37415

Lease No. _____

App. No. 49155C _____

Description Plate:

RENTONITE LEASE

Lessee WYO-BEN PRODUCTS, INC. _____

Address 1242 N. 28th STREET _____

P.O. BOX 1979 , BILLINGS, MONTANA 59103 _____

Expires NOVEMBER 1, 1987 _____

Rental \$48.88 = 50¢ per acre 1-5 yrs prior to discovery.
and also after commercial discovery.
6-10 yrs: Renewal thereof.
\$1.00 +

County HOT SPRINGS _____

Fund COMMON SCHOOL _____

Y. D. ... 1-5-78

SURFACE OWNER CONSENT

The Worland Field Office of the Bureau of Land Management manages federal public domain lands included in this proposal. These lands are covered by placer mining claims (Table 1) which, under federal law, give the applicant, Wyo-Ben, Inc., the right of access to extract the minerals claimed and to use the surface of the claim area in as careful and prudent manner as may be necessary to facilitate this extraction. The acceptance of this proposal by the Bureau, under the terms of 43CFR 3809, and the Cooperative Agreement between the Bureau and the State of Wyoming, will constitute surface owner consent on those lands.

A small portion of planned mining exists on land owned by the State of Wyoming. Wyo-Ben's State Lease number 0-42344 on w ½ e ½ section 17, T43N R93W covers those lands. The acceptance of this proposal by the Wyoming Department of Environmental Quality will constitute surface owner consent on those State Lands.

The BLM has also made approval contingent upon acceptance of Wyo-Ben Inc.'s Spill Management and Weed Management Plans for this proposed activity. We have therefore included both of these Plans for review.

**Table 1: BLM Mining Claims (WMC #'s) for Wyo-Ben Inc.'s
Amendment 6 Pits**

Claim Name WMC number	73T	75T	98T	102T	104T	108T
Dotti 1 259517				X		
Hat 33a 173597				X		
Hat 34 173592				X		
Hat 57 173628		X				
Hat 58 173629		X			X	
Hot Springs 16 173661	X				X	
Hot Springs 17 173662	X					
Hot Springs 18 173663			X			
Hot Springs 24 194128		X				
Wind 3 173915						X
Wind 4 173916						X

DEPARTMENT OF INTERIOR
 BUREAU OF LAND MANAGEMENT
 2008 NOV -5 A 9:09

APPENDIX A

I. Surface ownership within the proposed Amendment Areas (locations illustrated on Appendices A and B Map).

Public Lands
C/O Bureau of Land Management
Cody Field Office
1002 Blackburn Avenue
Cody, WY 82414

State of Wyoming
Commissioner of Public Lands
Herschler Building
Cheyenne, Wyoming 82002

II. Mineral ownership within the proposed Amendment Areas (locations illustrated on Appendices A and B Map).

Public Lands
C/O Bureau of Land Management
Worland Field Office
P.O. Box 119
Worland, WY 82401-0119

State of Wyoming
Commissioner of Public Lands
Herschler Building
Cheyenne, Wyoming 82002

APPENDIX B

I. Surface ownership within 1/2 mile of the proposed Amendment Areas (locations illustrated on Appendices A and B Map).

Public Lands
C/O Bureau of Land Management
Worland Field Office
P.O. Box 119
Worland, WY 82401-0119

State of Wyoming
Commissioner of Public Lands
Herschler Building
Cheyenne, Wyoming 82002

Colter and Linda McCumber
662 Highway 120 W
Thermopolis, WY 82443

Donald and Arlene McCumber
650 Highway 120 W
Thermopolis, WY 82443

Edith Shumway
801 Missouri Flat Rd.
Thermopolis, WY 82443

Heinze Ranch Limited Partnership
840 Missouri Flat Road
Thermopolis, WY 82443

Holden Land Co.
18520 67th Ave. NE
Arlington, WA 98223

John and Billie McClelland
993 Cowboy Mine Rd.
Thermopolis, Wyoming 82443

Paradise K Ranch, LLC
7516 Deveron CT
San Jose, CA 95135

II. Other valid legal estates of record.

Bonanza Creek Energy Operating Co.
4900 California Ave.
Suite 350-B
Bakersfield, California, 93309

Craig Settle
5897 So. Fulton Way
Greenwood Village, Colorado 80111-3719

Emily A. Shepperson
1839 Madora Avenue
Douglas, Wyoming 82633

Endeavor Energy
609 Burgandy Street Unit C
Highlands Ranch, Colorado 80129

Eula Sparks
803 Big Horn Avenue
Thermopolis, Wyoming 82443

Gas Venture, LLC
Box 726
Thermopolis, Wyoming 82443

James L. Shepperson
3302 Dull Center Road
Douglas, Wyoming 82633

Jonah Energy Co.
370 17th Street Suite 3020
Denver, Colorado 80202

K.J. Trust No. 2
C/O Ronald P. Jurovich
or
Matt M. Brown
P.O. Box 550
Thermopolis, Wyoming 82443

Laramide Resources, LLC
7827 So. Logan Street
Littleton, Colorado 80122

Otis and Doris Ready
Owl Creek Route 79A
Thermopolis, Wyoming 82443

Timothy I Cobb
109 Repulse Bay Rd.
Apt 2602
Hong Kong, China

APPENDIX E

The Appendix E Maps Illustrate:

- proposed areas of disturbance
- roads, railroads, public and private right-of-ways and easements, utility lines, etc. within or adjacent to the proposed disturbance areas
- drainage areas
- previously affected areas adjacent to the proposed pit areas including haul roads servicing existing pits
- existing 321C Permit Boundary

**WYO-BEN, INC.
PERMIT 321C**

REVISION OF AMENDMENT 6
PITS 73T, 75T, 98T, 104T

APPENDICES A & B MAP
and
APPENDICES C & E MAP
MAP 1

— PERMIT 321C BOUNDARY
— ORIGINAL AMENDMENT
BOUNDARY
— WYO-BEN HAUL ROADS

■ Bond Released Pits
and Haul Roads

■ Reclaimed Pits

■ Amendment 6 Pits
Revised Mine Plan

SURFACE OWNERSHIP

■ DOI/BLM

■ State of Wyoming

■ Paradise K Ranch

■ John and Billie McClelland

■ Jones and Jones

■ Black Butte Livestock Co.

■ Gloria S. Russel et al

■ Russle Ranch LLC

■ King Trust



WYO-BEN, INC.

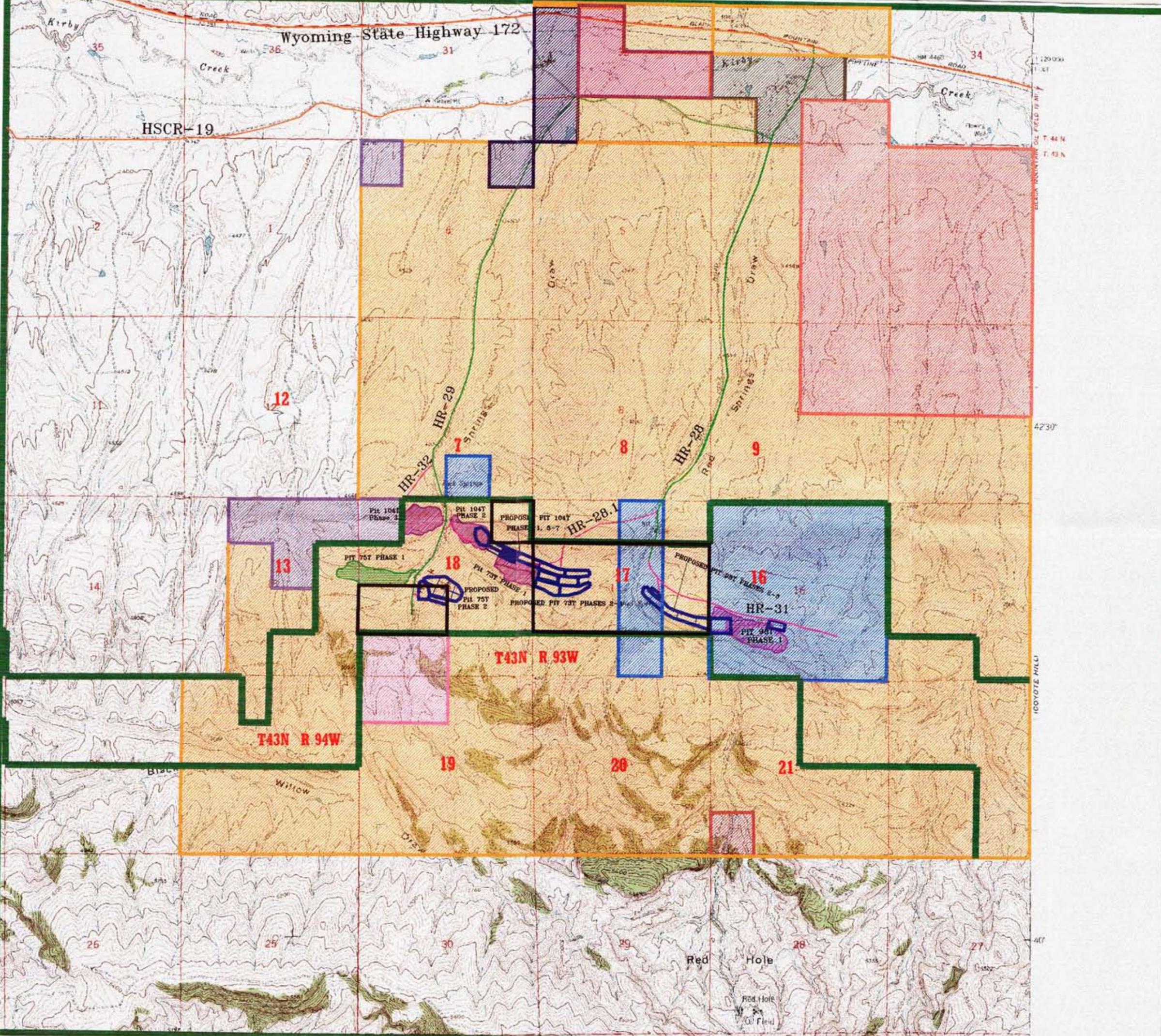
Scale: 1" = 24,000"
Date Drawn: January 2009
Drawn by: MHC
Red Hole USGS Map

HOT SPRINGS COUNTY, WYOMING

National Geodetic Control -- NAD 83
GPS Survey -- WYO-BEN, INC.

DRAWING LOCATION

Mining Data/Thermopolis Pits/ Pits 73, 75, 98, 104



**WYO-BEN, INC.
PERMIT 321C**

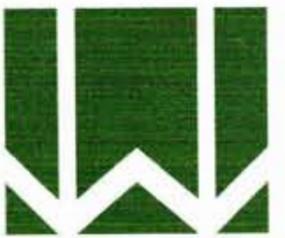
REVISION OF AMENDMENT 6
PIT 108T

APPENDICES A & B MAP
and
APPENDICES C & E MAP
MAP 2

-  PERMIT 321C BOUNDARY
-  ORIGINAL AMENDMENT BOUNDARY
-  WYO-BEN HAUL ROADS
-  Bond Released Pits and Haul Roads
-  Reclaimed Pits
-  Proposed Pit 108T Revised Mine Plan

SURFACE OWNERSHIP

-  DOI/BLM
-  Donald and Arlea McCumber
-  Heinze Ranch
-  Edith Shumway
-  Randall and Violet Olsen
-  Kevin and Elizabeth Mahoney
-  Colter and Linda McCumber



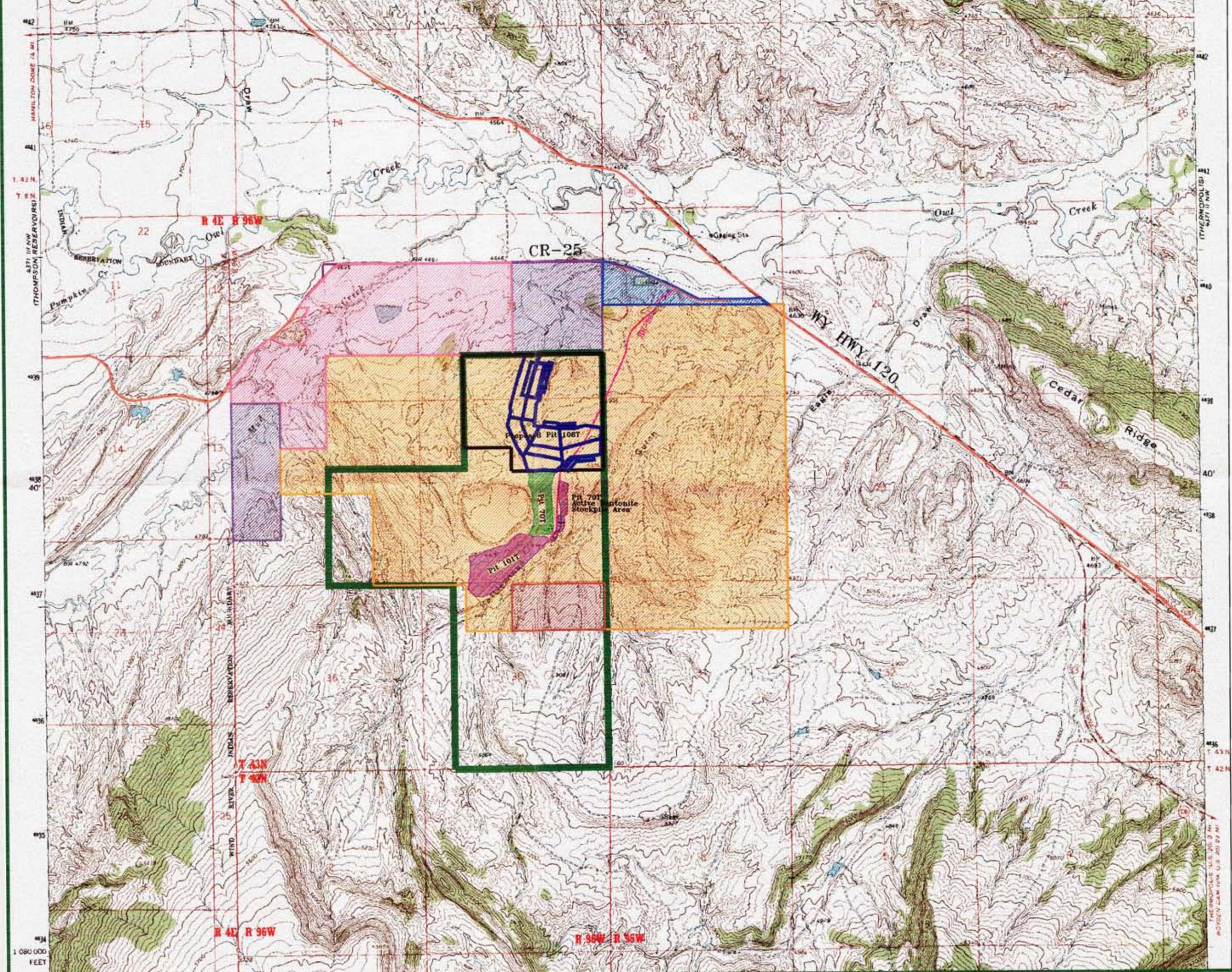
WYO-BEN, INC.

Scale: 1" = 24,000"
Date Drawn: January 2009
Drawn by: MHC
Rattlesnake Gulch USGS Map

HOT SPRINGS COUNTY, WYOMING

National Geodetic Control -- NAD 83
GPS Survey -- WYO-BEN, INC.

DRAWING LOCATION
Mining Data/Thermopolis Pits/ Pit 108T ABCE.dwg



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FEET

WYO-BEN, INC.
PERMIT 321C

REVISION OF AMENDMENT 6
PIT 102T

APPENDICES A & B MAP
and
APPENDICES C & E MAP
MAP 3

- PERMIT 321C BOUNDARY
- ORIGINAL AMENDMENT BOUNDARY
- WYO-BEN HAUL ROADS
- Other Roads

- Bond Released Pits and Haul Roads
- Reclaimed Pits
- Proposed Pit 102T Revised Mine Plan

SURFACE OWNERSHIP

- DOI/BLM
- Holden Land Co. LLC



WYO-BEN, INC.

Scale: 1" = 24,000"

Date Drawn: January 2009

Drawn by: MHC

Gloin Reservoir USGS Map

HOT SPRINGS COUNTY, WYOMING

National Geodetic Control -- NAD 83
GPS Survey -- WYO-BEN, INC.

DRAWING LOCATION

Mining Data/Thermopolis Pits/ Pit 102 ABCE.dwg

