



July 25, 2016

Kyle Wendtland, Administrator
Department of Environmental Quality – Land Quality Division
200 W. 17th Street, Suite 10
Cheyenne, WY 82002

**Re: Alchem Mine, WDEQ-LQD Operating Permit No. 464
Request for Hearing with the Environmental Quality Council and for an Order in
Lieu of Consent**

Dear Mr. Wendtland:

Tata Chemicals (Soda Ash) Partners (Tata) requests a hearing with the Environmental Quality Council (EQC) and issue an order in lieu of consent under Wyoming Statute 35-11-406(b)(xii).

Background:

The Alchem Mine has been mining trona by way of underground mining methods since the 1960's. Tata, the current owner, is in the process of preparing an operating permit modification to add additional ground to the southern end of their operating permit boundary in Sweetwater County, Wyoming. The areas that Tata is working to add additional ground are as follows:

- Section 2 Lots 1-3, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ of T17N R109W of the 6th principal meridian
- Section 12 of T17N R109W of the 6th principal meridian
 - Private Surface: Lots 2, 3, 7, and NW $\frac{1}{4}$ SE $\frac{1}{4}$
 - Public Surface: Lots 1, 4-6, 8-10, SW $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$

During the permit modification process, Tata has obtained the federal mineral rights for the public portion of Section 12 that is administered by the Bureau of Land Management.

Tata does not propose surface disturbances to the referenced property and will access the trona by way of their underground workings, ranging in depth from approximately 1270 to 1450 feet beneath the existing ground surface. The surface ownership is separate from the mineral ownership, as shown in the table below:

Location	Surface Ownership	Mineral Ownership	Area
Section 2 Lots 1-3, S½NE¼, N½SE¼	Gary L. Hodges, James R. Hodges, Marvin K. Hodges, & Richard C. Hodges	Lots 1-3: Uinta Development Co. (50%) and Jolen Bonomo Jensen, William R. Bonomo, John J. Bonomo (50%) S½NE¼, N½SE¼: Uinta Development Co. (50%) and Charles Bonomo, Jr, & Gary A. Bonomo (50%)	294.25 acres
Section 12 Lots 2, 3, 7, and NW¼SE¼	Gary L. Hodges, James R. Hodges, Marvin K. Hodges, & Richard C. Hodges	Uinta Development Co. (50%) and Jolen Bonomo Jensen, William R. Bonomo, John J. Bonomo (50%)	161.47 acres

Tata has existing agreements in place with the Hodges party for mining trona in the adjacent Section 1 of Township 17 North Range 109 West and other areas of Tata's operating permit boundary. The Hodges are familiar with Tata, their mining and reclamation plans, and are working with Tata on other areas within Tata's operating permit boundary. The time for the expansion of Tata's mineral rights into Sections 2 and 12 happened to fall at a time when one of the surface owners (Marvin K. Hodges) passed away and Tata did not know of his death. Tata has performed the following steps in an effort to obtain surface consent:

- In approximately August 2014, Gary and Richard Hodges visited the Tata plant west of Green River, WY and discussed the proposed plans for expanding the Tata operating permit boundary into Sections 2 and 12
- In March 2016, Tata submitted the first draft of the Surface Landowner Consent Form and Tata's Surface Access and Use Agreement to the Hodges party.
 - Hodges party approved of the Surface Landowner Consent Form but not the Surface Access and Use Agreement
 - Gary, James, and Richard Hodges signed the surface Landowner consent form on March 17 and 21, 2016 and returned them to Tata
- Tata observed in May 2016 that the form did not print the legal descriptions of Sections 2 and 12 correctly and mailed corrected forms to Gary, James, and Richard Hodges
- Tata learned in May 2016 about the passing of Marvin Hodges and that he had 7 heirs. Marvin Hodges passed away on May 10, 2009 and the final settlement decree on his estate is dated March 1, 2016. The subject properties were not listed in the final decree.
- Tata contacted Marvin's estate administrators in May 2016 to discuss obtaining surface owner consent from the 7 heirs and this appears to have unintentionally sparked a dispute within the Hodges family
- Gary, James, and Richard Hodges have stated that they will not sign the corrected Surface Landowner Consent Form

As a result, discussions regarding surface consent have stopped.

The deed that transferred surface ownership from Uinta Development Co. to the Hodges, dated October 22, 1990, states the following:

As special consideration, without which this grant would not be made, Grantees for themselves, their successors and assigns agree that they will not withhold such surface owner's consent as may be requisite prior to Grantor, its successors and assigns exercising the rights to minerals herein reserved. It is also agreed that the covenant to not withhold surface owner's consent as aforesaid shall be a covenant running with the surface ownership and shall not be separated therefrom.

A copy of the deed is attached. The paragraph listed above is the second paragraph found on page 2 of the deed.

Tata has made efforts to contact the heirs of Marvin K. Hodges but has not been successful. Tata has an agreement with Uinta Development Company for the minerals, as such, Tata is asking to invoke the deed referenced above as a means to be granted surface owner consent for the underground mining of the trona.

Relevant Facts:

- The Hodges have provided surface access for other areas that Tata is currently mining
- The deed provides surface owner consent when the mineral owners wish to develop the minerals
- Tata was recommended by the WDEQ-LQD to request a hearing with the EQC and request an order in lieu of consent
- The 5 requirements of Wyoming Statute 35-11-406(b)(xii) have been fulfilled as is required:
 - The mining and reclamation plans have been submitted to the Hodges for approval
 - Tata's mining and reclamation plans do not propose surface disturbances and no routes of egress and ingress are necessary
 - The underground mining does not prohibit the operations of the surface owners
 - Although no surface disturbances are proposed, the surface will be reclaimed if subsidence does occur. The mining plan was developed with pillar sizing to minimize subsidence levels to less than one inch (this level is acceptable for mining under Interstate 80).
 - Tata has the legal authority to extract the trona and is proposing to perform the extraction utilizing their current underground mining methods

Tata requests an expedited hearing

Tata requests an expedited hearing with the EQC and request that an order be issued in lieu of consent in order to move forward with our mining efforts. Suspension of the mining will be a financial hardship on Tata and will mean that the efforts to date will be wasted. The proposed mining expansion will occur underground and not disturb the surface operations of the owners and the heirs of Marvin K. Hodges. Tata is requesting that the order be issued in lieu of surface owner consent based on the deed which is a legally binding agreement the surface owners entered with Uinta Development Company.

The authorized Tata Representative are:

Mac Richardson
Supt - Mine/Engineering
Tata Chemicals (Soda Ash) Partners
PO Box 551
Green River, WY 82935
Office: (307) 872-3388
mrichardson@tatachemicals.com

Rick Couch
Procurement Manager
Tata Chemicals (Soda Ash) Partners
PO Box 551
Green River, WY 82935
Office: (307) 872-3444
rcouch@tatachemicals.com

and Tata's legal counsel is:

H. Scott Ellis
Vice President, General Counsel & Secretary
Tata Chemicals North America Inc.
100 Enterprise Drive Suite 701
Rockaway, NJ 07866
Office: (973) 599-5520
sellis@tatachemicals.com

Should you have any questions concerning this request, please do not hesitate to contact me at (307) 872-3667. I am normally available via telephone Monday through Friday 6 am to 2 pm.

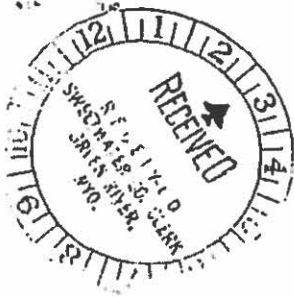
Sincerely,



Mcrae (Mac) Richardson
Mine Engineering Superintendent
TATA Chemicals (Soda Ash) Partners
P.O. Box 551
Green River, WY 82935
Ph. (307) 872-3667
Email: mrichardson@tatachemicals.com

attachments

cc: Dr. David Bagley, Chairman, Wyoming Environmental Quality Council



RECORDED	OCT 30 1990	AT 2:50 PM
IN BOOK:	811	PAGE 1754-57
NO.	1077203	ALBERT B. YASCO, COUNTY CLERK

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DEED WITHOUT WARRANTY

UINTA DEVELOPMENT COMPANY, a corporation of the State of Wyoming, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid, conveys to GARY L. HODGES, JAMES R. HODGES, MARVIN K. HODGES and RICHARD C. HODGES, individuals, with address of 810 Yates Street, Green River, Wyoming 82935, Grantees, the real estate situate in the County of Sweetwater, State of Wyoming, described in Exhibit A hereto attached and hereby made a part hereof.

EXCEPTING from this grant and RESERVING unto the Grantor its successors and assigns, forever, an undivided one-half (1/2) interest in and to all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including without limiting the generality of the foregoing, sand, gravel, coal, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of, said minerals by any means or methods suitable to Grantor, its successors and assigns, including the right of access to and use of, such parts of said described lands, upon or below the surface thereof, as may be necessary or convenient for any purpose in connection with exploration for, removal, storage, disposition and transportation of, said minerals and the deposit of tailings; and together also with the perpetual right to remove the subjacent support from the surface of said lands (except such as is necessary for the support of permanent structures erected thereon prior to the time such right is exercised) without thereby incurring any liability whatsoever for damages so caused; and an undivided one-half (1/2) interest in and to all minerals, including but not limited to oil and gas, on, upon and under the above-described real property, heretofore reserved by Grantor's predecessors in interest.

Grantees specifically acknowledges Grantor's title to the minerals and mineral rights herein reserved, and that other than payment for damages mentioned below, no other payments will be due.

It is expressly understood and agreed that should payment become due the Grantees, their successors or assigns, as a result of damage to the real estate described in Exhibit A in the exercise by Grantor, its successors and assigns, of the rights herein reserved, the amount due shall not exceed the value (as determined by the use of the real estate described in Exhibit A at the time the damage is sustained) of that portion of the real estate described in Exhibit A actually used by the Grantor, its successors and assigns, and in no event shall the amount per acre used to calculate such damages exceed the per acre amount used to determine the sale price stated in contract between the Grantor

and Grantees covering purchase and sale of the real estate described in Exhibit A. It is also understood that this covenant with respect to payment of damages resulting from exercising reserved mineral rights shall be a covenant running with the surface ownership of the real estate described in Exhibit A and shall not be separated therefrom.

As special consideration, without which this grant would not be made, Grantees for themselves, their successors and assigns agree that they will not withhold such surface owner's consent as may be requisite prior to Grantor, its successors and assigns exercising the rights to minerals herein reserved. It is also agreed that the covenant to not withhold surface owner's consent as aforesaid shall be a covenant running with the surface ownership and shall not be separated therefrom.

This deed is made SUBJECT to the following:

(a) All taxes and assessments, or, if payable in installments, all installments of assessments, levied upon or assessed against the premises described in Exhibit A which became or may become due and payable in the year 1990 shall be prorated as of the date of delivery of this deed by Grantor to Grantees, said date being the 25th day of October, 1990; and Grantees assume and agree to pay, or to reimburse Grantor for, if paid by it, all such taxes and assessments and installments of assessments applicable to the period subsequent to the date of delivery of this deed and assumes all taxes and all assessments and all installments of assessments which may become due and payable after said year.

(b) All liens, encumbrances, clouds upon, impairments of and defects in the title created or permitted to be created by Grantees on and after the date of delivery of this deed by Grantor to Grantees, and any and all restrictions and limitations imposed by public authority, and any easements, restrictions and/or outstanding rights of record, and exceptions, reservations and conditions contained in prior deeds or open and obvious on the ground.

It is expressly understood that the subjacent support of the premises hereby conveyed may have been impaired by mining operations heretofore carried on beneath the surface thereof, and the sale and conveyance of said premises is upon the condition that Grantor, its successors and assigns, shall not be liable for damages resulting therefrom.

TO HAVE AND TO HOLD, subject to the aforesaid exceptions reservations and other provisions, the said premises with all the rights and appurtenances thereunto belonging unto Grantees, their heirs and assigns, forever, and Grantor hereby covenants with Grantees that the conveyance made hereunder is without warranty, express or implied.

In accordance with Section 1445 (b)(2) of the Internal Revenue Code, Grantor, Federal ID No. 87-0185730, certifies that it is not a foreign corporation and withholding of Federal Income Tax from the amount realized will not be made by Grantees. Grantor understands that this certification may be disclosed to the Internal Revenue Service by the Grantees and that any false statement made here could be punished by fine, imprisonment, or both.

IN WITNESS WHEREOF, UINTA DEVELOPMENT COMPANY has caused these presents to be signed by its Vice President this 22nd day of October, 1990.



UINTA DEVELOPMENT COMPANY

By J. W. C. Grubbs KPO
Its Vice President

Attest:
[Signature] (SEAL)
Secretary

STATE OF TEXAS)
) ss:
COUNTY OF TARRANT)

22nd The foregoing instrument was acknowledged before me this day of October, 1990, by Jeri C. Grubbs, as Vice President of UINTA DEVELOPMENT COMPANY.

WITNESS my hand and official seal.

My commission expires: 01-31-93



Vera Price
Notary Public

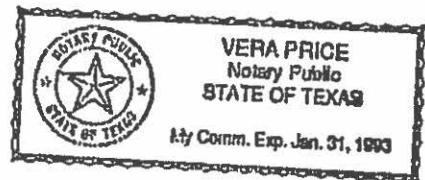


EXHIBIT A

All of Lot One (1), Lot Two (2), Lot Three (3), the South One-half of the Northeast Quarter ($S\frac{1}{2}NE\frac{1}{4}$), and the North One-half of the Southeast Quarter ($N\frac{1}{2}SE\frac{1}{4}$) of Section Two (2), Township Seventeen (17) North, Range One Hundred Nine (109) West of the Sixth Principal Meridian, Sweetwater County, Wyoming, containing Two Hundred Ninety-four and 25/100 (294.25) acres, more or less; and

All of Lot Two (2), Lot Three (3), Lot Seven (7), and the Northwest Quarter of the Southeast Quarter ($NW\frac{1}{4}SE\frac{1}{4}$) of resurvey Section Twelve (12), Township Seventeen (17) North, Range One Hundred Nine (109) West of the Sixth (6th) Principal Meridian, Sweetwater County, Wyoming, containing One Hundred Sixty-one and 47/100 (161.47) acres, more or less.