



United States Department of the Interior



BUREAU OF RECLAMATION
Rapid City Field Office
515 Ninth Street, Room 101
Rapid City, SD 57701

IN REPLY REFER TO:

DK-5100
2.1.4.17

September 28, 2021

Mike Thomas, Director of Mining and Safety
Black Hills Bentonite
PO Box 9
Mills, WY 82644

Subject: Special Use Permit for Access Road Construction Across Federal Lands, Keyhole Reservoir, Wyoming

Dear Mr. Thomas:

Enclosed is a fully executed Special Use Permit (SUP) for Black Hills Bentonite permitting the construction and use of an access road across Federal lands at Keyhole Reservoir, Wyoming.

Please refer to the Special Conditions in the SUP for a listing of requirements you need to be aware of during the term of this SUP.

If you have any questions, please feel free to contact me at 605-519-5504.

Sincerely,

JAY
LEASURE

Digitally signed by JAY
LEASURE
Date: 2021.09.28
08:56:24 -06'00'

Jay Leasure
Natural Resource Specialist

cc: Wade Henderson
Wyoming State Parks, Historic Sites & Trails
Keyhole State Park
22 Marina Road
Moorcroft, WY 82721

DEQ Exhibit 9

INTERIOR REGION 5 • MISSOURI BASIN

KANSAS, MONTANA*, NEBRASKA, NORTH DAKOTA, SOUTH DAKOTA

DEQ 9- 1

RECLAMATION

Managing Water in the West



Special Use Permit 21-LM-60-3316

Project: Keyhole Reservoir, Keyhole Unit
Expiration Date: September 1, 2031
Exhibits Attached: Exhibit A, B
Permit Fee: \$100 Application Fee, \$1,709.08
Administrative Fee, \$189.75 Land Use Fee (10 yrs)
TOTAL FEES = 1,998.83

Permittee: Black Hills Bentonite LLC
P.O. Box 9
Mills, WY 82644

Purpose:

Black Hills Bentonite LLC (BHB) proposes to construct a 20' wide road across 450' of Reclamation fee title lands on the south side of Keyhole Reservoir, Wyoming. Currently a 2-track trail exists at this location. The new road will be crowned and ditched for drainage. Ditches will be approximately 12-18" deep. Water turnouts will be constructed along the side ditches in order to disperse runoff and to minimize erosion. Topsoil will be salvaged from the access road area and adjacent ditches to a maximum depth of eighteen (18) inches. Topsoil removed from the access road will be stockpiled adjacent to the access road. Upon completion of mining operations, the access road will be removed, reclaimed and seeded. Total disturbed area, including road and ditches will be 50' x 450'; .5 acres.

Black Hills Bentonite proposes to utilize this newly constructed road to mine and remove bentonite deposits located on Wyoming State lands, located immediately south of Reclamation lands.

Description of Premises:

Exhibit A – Project Location Map – NW1/4NE1/4 Section 16, T50N, R66W;
Exhibit B – Overview Map

Sign name or names as written in body of permit. For co-partnership, permittees should sign as members of firm; for corporation the officer authorized to execute contracts, etc. should sign, with title the sufficiency of such signature being attested by the Secretary and with corporate seal, in lieu of witness.

The Permittee hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied herein

Assign/Managing Agency

Permittee(s)

Bureau of Reclamation

Black Hills Bentonite LLC

Signature

Signature

Name/Title

Joseph E. Hall, Area Manager

Name/Title

Director of Mining & Security

Date

22 Sept 21

Date

15 Sept 2021

GENERAL CONDITIONS

This permit is issued as authorized by Reclamation Law, and subject to all conditions contained herein.

1. **Payments.** All payments shall be made to the issuing office of the U.S. Bureau of Reclamation on or before the date of issue by a postal money order or a check made payable to the U.S. Bureau of Reclamation.
2. **Use Limitations.** The permitted use: (a) is limited to the purposes and premises herein specified; (b) does not unless specified in the permit grant any rights to water; (c) does not unless provided for in the permit allow restriction of public entry or uses or to the area; (d) is subject to existing easements, rights-of-way, or reservations; (e) is subject to the right of the Bureau to grant other permits for the same premises upon a finding by the Issuing Officer that the additional use is compatible with the use permitted herein; and (f) shall not impede the Bureau, its agents or assigns from carrying on whatever activities are necessary, to (1) protect and maintain the premises, facilities, and adjacent lands administered by the United States and its agencies and (2) manage all resources located on the premises and other Bureau lands.
3. **Damages.** The United States shall not be responsible for any loss or damage to property arising from the issuance of this permit, including but not limited to damages to growing crops, animals, and machinery; or injury to the permittee or its associates, officers, agents, employees, or any others who are on the premises; or for damages or interference caused by natural phenomena. The United States recognizes that permittee's liability and coverage is subject to the terms and limitations of the Participation Agreement between the Public Entity Pool for Liability and the State of South Dakota and SDCL chapters 3-21 and 3-22.
4. **Operating Rules and Laws.** The permittee shall keep the premises in a neat and orderly condition at all times, and shall comply with all municipal, county, State and Federal laws, rules and regulations applicable to their operations under the permit. Also, the permittee shall take all reasonable precautions to prevent the escape of fires to suppress fires and shall render all reasonable assistance in the suppression of fires.
5. **Responsibility of Permittee.** The permittee, by operating on the premises, shall be considered to have accepted these premises with all the facilities, fixtures, or improvements in their existing condition as of the date of this permit. At the end of the period specified or upon earlier termination the permittee shall give up the premises in like condition as when received except for reasonable wear, tear, or damage occurring without fault or negligence. The permittee will fully repay the Bureau for any and all damage, directly or indirectly, resulting from the permittee's negligence or failure to use reasonable care.
6. **Revocation.** (a) Violation: This permit may be revoked on the tenth day following written notice to the permittee upon a finding by the Bureau of Reclamation that the permittee has violated any of the terms herein or made use of the premises for purposes not herein prescribed: Provided; That if said violation or non-prescribed use of the premises ceases within 10 days of receipt of notice, the permittee will be allowed to maintain occupancy under this permit.
(b) Non-use and project purposes: This permit may also be revoked with 30 days written notice to the permittee upon a finding by the Bureau of Reclamation that: (1) the permittee has failed to use or discontinued use of the premises, or (2) the premises are needed for project purposes.
(c) Possession: Upon any such revocation, the Bureau, by and through any authorized representative may take possession of said premises for its own and sole use in accordance with Section 10.
7. **Cultural Values.** Should evidence of historical, archaeological, or paleontological sites be discovered during use of the premises, the Permittee immediately shall suspend operations and advise the issuing officer.
8. **Compliance.** Failure of the Bureau to insist upon strict compliance with any of this permit's terms, conditions, and requirements shall not constitute a waiver or relinquish of the Bureau's right to thereafter enforce any of the permit's terms, conditions, or requirements.
9. **Termination.** At the termination of this permit, the permittee shall immediately give up possession to the Bureau, reserving, however, the rights specified in Paragraph 10. Upon failure to do so, the permittee shall pay the Government, as liquidated damages, an amount double the rate specified in this permit, for the entire time possession is retained. The acceptance of any fee for liquidated damages or any other act of administration relating to the continued tenancy is not to be considered as an approval of the permittee's possession.
10. **Removal of Permittee's Property.** Upon the expiration, termination, or revocation of this permit, if all rental charges and damage claims due the Government have been paid, the permittee may remove all structures, machinery, or other property, from the premises. Upon failure to remove any of the said property within 60 days of expiration, termination, or revocation, it shall become the property of the United States, and the permittee shall pay the United States for all expenses related to property removal.
11. **Transfer of Privileges.** This permit is not transferable.
12. **Refunds.** All money paid under this permit shall be retained by the Government. If Section 6 (b) (2) is exercised, the fee paid under this permit shall be refunded by a prorata share, as determined by the Bureau of Reclamation.
13. **Official Barred from Participating.** No Member of Congress or Resident Commissioner shall participate in any part of this contract or to any benefit that may arise from it, but this provision shall not pertain to this contract if made with a corporation for its general benefit.
14. **Nondiscrimination in Employment.** The permittee agrees to be bound by the equal opportunity clause of Executive Order 11246
15. **Liability.** The permitted activities shall be conducted so as not to interfere with the operation, maintenance, and administration of Reclamation Projects. Any additional repairs, maintenance, or expense to Reclamation Projects as a result of the permitted activities shall be reimbursed to the United States by the permittee. The Secretary of the Interior's determination of such expense shall be final and binding upon the parties hereto.
16. **Trespass.** Any use of the premises not herein prescribed shall be considered a trespass. Any violation or trespass on any Bureau lands by the permittee shall be cause for revocation of this permit, in accordance with Section 6. (a). The permittee shall be liable for any damages resulting therefrom and an approximate charge as determined by the issuing officer shall be made to the permittee. Any property constructed in trespass shall be considered property of the United States.
17. **Disclosure.** In accordance with the Privacy Act of 1974 (PL 93-579) please be advised that: (a) Participation is voluntary; however, failure to answer all questions fully may delay processing of this application or result in denial of this permit. (b) Information will be used as a criteria for the issuance of special use permits and for identification of personnel having special use permits on Bureau lands. (c) In the event there is indicated a violation of a statute, regulation, rule, order, or license, whether civil, criminal, or regulatory in nature, the requested information may be transferred to the appropriate Federal, State, or local agency charges with investigation or processing such violations.
18. **Security Requirements.** In accordance with the Bureau of Reclamation's Commissioner's Memorandum of May 30, 2002, the following security provisions shall be followed and apply: (a) All event activities will be disclosed to the local law enforcement agency via the Facility Manager as to the actual date(s), time, expected number of participants. (b) No individual shall be allowed within 100 feet of the facility and/or mission essential vulnerable areas without the written approval of the Facility Manager. (c) The Reclamation Field Office and administrative area bathroom facilities shall be off limits to all unauthorized individuals – as applicable. (d) The Bureau of Reclamation reserves the right to modify any security measures commensurate with the Office of Homeland Security Advisory System.

Work: 38 / File: bureau-2 / NA

SPECIAL CONDITIONS

1. Black Hills Bentonite (Permittee) propose to construct, operate, maintain, and repair at their expense an approximately 450 feet long by 50' gravel-surfaced roadway, with ditches across Federal fee title lands at Keyhole Reservoir section 16, T50N R66W as per the attached proposed maps and plans as shown in Exhibit A&B. Roadway will be 20' wide top. Work will not begin until the CEC (DK-5100-21-34) is finalized. These Federal lands are managed for Reclamation by Wyoming State Parks, Historic Sites and Trails as Keyhole State Park.
2. Project activities that may occur within the road corridor include the construction, operation, replacement, repair, and maintenance of the access road. All work shall occur within the corridor, including staging equipment, and materials, parking, turning equipment around, stacking trees, piling cleared brush, and mulching vegetation debris. Overnight staging of equipment and materials shall be off the Federal land.
3. All access road features located on Reclamation lands; including ditches will be no more than 50' wide. Reclamation and Black Hills Bentonite officials shall reference Categorical Exclusion Checklist Number DK-5100-21-34 for all environmental and trust asset commitments that shall be adhered to. Any projects not referenced in CEC DK-5100-21-34 are subject to additional National Environmental Policy Act and National Historic Policy Act compliance.
4. The Permittee shall be responsible, at their own expense and without cost to Reclamation, for construction, operation and maintenance of proposed access road.
5. This is not an exclusive use permit. Public vehicular and pedestrian traffic is allowed to utilize the access road year-round.
6. The Permittee agrees to clear only that vegetation along the access road as may be needed for construction and maintenance of the access road. Topsoil that is stripped shall be stockpiled separate from the subsoil and will be utilized for road reclamation at the end of the permit term. Following construction or maintenance activities, all lands will be restored to the original contour and reseeded according to Reclamation standards. If straw, hay mulch or its equivalent is used in seeding activities, it shall be from a certified weed-free source. The following seed mixture is approved for this area. Any other proposed seed mixture by the Permittee shall be submitted to Reclamation for review and approval prior to application.

Species	Cultivar	Full PLS Rate	% of Mix Planned	PLS Rate per Acre	Acres	Lbs PLS Needed
Western Wheatgrass	Rosana	6	15%	0.90	0.62	0.56
Slender Wheatgrass	Elbee	6	10%	0.60	0.62	0.38
Bluebunch Wheatgrass	Goldar	7	5%	0.35	0.62	0.22
Needle and thread	Common	6	20%	1.20	0.62	0.75
Prairie sandreed	Goshen	4	20%	0.80	0.62	0.50
Little bluestem	Goldar	7	15%	1.05	0.62	0.66
Prairie coneflower	Common	1.2	5%	0.06	0.62	0.04
Blue flax	Appar	6	10%	0.60	0.62	0.38

Application Rates listed above are for drilled seed application. Rates for broadcast application shall be twice the drilled rate.

Apply straw or hay mulch at the rate of 1.5 Tons/Acre.

7. Permittee shall ensure all equipment moved onto Reclamation land is free of soil, seeds, vegetative matter and other debris that could contain or hold noxious weeds or seeds. Reclamation may request inspection of equipment prior to equipment mobilization. Reclamation's cleaning and inspection manual can be found online at: <http://www.usbr.gov/mussels/prevention/docs/EquipmentInspectionandCleaningManual2012.pdf>
8. The Permittee shall, at their expense, treat all noxious and invasive species/weeds in and around the permitted access road for as long as it may take to complete eradication. The Permittees agree that it will not permit the use of any pesticides on the Federal lands without the prior approval of Reclamation. The Permittees agree to submit 60 days in advance of any pesticide application an Integrated Pest Management Plan outlining their invasive species treatment methods to Reclamation for review and approval. Further, in the use of all pesticides on lands owned by the United States, the Permittees shall operate in accordance with the approved Dakotas Area Office Integrated Pest Management Plan, as amended.

All pesticides used shall be used in accordance with the current registration, label direction, or other directives regulating their use (State Department of Agriculture, Department of Environmental Quality, Environmental Protection Agency, Occupational Safety and Health Administration, etc.) and shall be used in accordance with Reclamation's policies, directives and standards.
9. No signs shall be installed along the new access road that excludes public use.
10. Permittee shall be responsible for costs incurred if future work on the access road is needed, or if Reclamation determines the access road be removed or relocated.
11. Permittee shall be responsible for all compliances with state and Federal laws and regulations and will provide Reclamation with digital copies of all applications, permits, and documentation relating to the project activities.
12. Permittee shall be responsible for repairing or replacing, to an equal or better condition, any fences or fencing material impacted due to access road construction activities.
13. Permittee will be expected to keep off access road under extreme wet conditions. Permittee

will repair any rutted areas or roads as soon as possible. This access road is open for public use and that use takes priority over any other use. Any lands herein or impounded waters will be open to the public for hunting and fishing, subject to applicable state's laws and regulations, and to other recreational use. In the above, public recreational use of the permitted premises shall be limited to pedestrians, except on designated trails, roads, or areas opened in accordance with 43 CFR, Part 420 (Off-Road Vehicle Use).

14. The access road crossing shall be constructed so that it does not obstruct in any manner the flow of water to Keyhole Reservoir, except as required under other Federal or state laws and regulations (e.g. mining permit, storm water pollution prevention permit).
15. Dust Control: The Permittee shall propose dust mitigation control measures to Reclamation for approval. The Permittee shall be responsible for dust control measures on the access road during the permitted activities.
16. Existing Interests - The granting of this SUP is subject to existing leases; permits; easements; and rights-of-way for highways, roads, pipelines, electrical transmission or distribution lines, telephone lines and other linear or nonlinear facilities, structures, agricultural uses, or improvements on, over, under, or across the above described lands, and subject to any surface and/or mineral reservations over any part of the lands described in Premises, and subject to any rights by private parties who have an interest in the lands described in Premises. Prior to using any existing facilities, the Permittee must receive authorization from the owners of the facilities.
17. The proposed access road is also the access road to Keyhole Reservoir Management Unit 5 of 52 acres, more or less, and is permitted for livestock grazing. The Permittee shall exercise best management practices to contain livestock and be responsible for their activities in those areas. The Permittee shall coordinate with the grazing permittee, as necessary.
18. The granting of the SUP does not convey any rights to the Permittees to convey any lands or interests in lands to other parties, nor does the SUP allow the Permittees to make other uses of the land, or to allow other parties to use the lands for purposes other than as specified in the SUP, and as specified in these Special Conditions.
19. Reclamation hereby reserves the right of its officers, agents, contractors, assigns, and employees at any and all times to have reasonable access and ingress to, passage over, and egress from all of its Federal lands and to make investigations of all kinds, emergency situations, to dig test pits and drill test holes, to survey for and construct reclamation and irrigation works and other structures incidental to Federal Reclamation Projects, or for any other purpose whatsoever in connection with its Keyhole Unit. Permittees shall provide to Reclamation, its officers, agents, contractors, assigns, and employees access to this area for activities associated with this SUP as well as complete access to Reclamation lands
20. The Permittees shall indemnify and hold harmless Reclamation and Wyoming State Parks, Historic Sites, and Trails from any and all losses, damages, liability on account of personal injury, death, or property damage, or claim for personal injury, death, or property damage of any nature whatsoever and by whomsoever made, arising out of activities of the recipient, its employees, subcontractors, or agents under the Special Use Permit. In any case, Reclamation liability shall be limited by the Federal Tort Claims Act (28 U.S.C. 2671, et seq.).

21. HAZARDOUS MATERIALS & POLLUTANTS:

(a) The Permittee shall not allow contamination or pollution of any Federal lands, waters or facilities by its employees or agents. The PERMITTEE shall also take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include but are not limited to hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.

(b) The PERMITTEE shall comply with all applicable Federal, state and local laws and regulations, and RECLAMATION policies and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous chemicals, toxic chemicals, hazardous substances or hazardous materials that will be used, discharged, produced, transported, stored, or disposed of on or in the Federal lands, water or facilities.

(c) "Hazardous material or substance" means (1) any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. Section 9601 (14) and (33); (2) oil as defined by the Clean Water Act, 33 U.S.C. Section 1321 (a) and the Oil Pollution Act, 33 U.S.C. Section 2701 (23); (3) thermal pollution, sewage effluent, industrial waste, mine or mill tailing, mineral salts, pesticides, and other solid waste, and (4) any other substance regulated as hazardous or toxic under Federal, state or local law.

(d) Upon discovery of any event which may or does result in contamination or pollution of the Federal lands, waters or facilities, the PERMITTEE shall immediately undertake all measures necessary to protect public health and the environment, including measures necessary to contain or abate any such contamination or pollution and shall report such discovery and full details of the actions taken to RECLAMATION. Reporting shall be within a reasonable time period but shall not exceed twenty four (24) hours from the time of discovery if it is an emergency and the first working day following discovery in the event of a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

(e) If violation of the provisions of this Article occurs and the PERMITTEE does not take immediate corrective action as determined by RECLAMATION's authorized representative, the PERMITTEE may be subject to remedies imposed by RECLAMATION's authorized representative, which may include termination of this Agreement.

(f) The PERMITTEE shall be liable for any response action or corrective measure necessary to protect public health and the environment or to restore Federal Project lands, Project waters, or Project works that are adversely affected as a result of such violation, and for all costs, penalties or other sanctions that are imposed for violation of any Federal, state, or local laws and regulations concerning hazardous materials, pollutants or contaminants. At the discretion of RECLAMATION's authorized representative, RECLAMATION may also terminate this Agreement as a result of such violation.

(g) The PERMITTEE shall defend, indemnify, protect and hold RECLAMATION

harmless from and against any costs, expenses, claims, damages, demands, or other liability arising from or relating to the PERMITTEE's violation of this Article.

The PERMITTEE agrees to include the provisions contained in paragraphs (a) through (g) of this Article in any subcontract or third party contract it may enter into pursuant to this Agreement.

22. INCIDENT REPORTING: The PERMITTEE will ensure adequate safety, fire, suppression, medical, evacuation, and search and rescue procedures are developed and in place to adequately respond, suppress, or cooperate in incidents. The PERMITTEE will investigate, within its statutory authority, or cooperate within its statutory authority, in the investigation by the agency having jurisdiction of all accidents involving death, serious injury or property damage, hazardous material spills or other incidents of a serious nature within the Reservoir Area. The PERMITTEE will make an initial verbal report on such incidents to RECLAMATION within one (1) working day of knowledge of the incident. The PERMITTEE will submit a written report to RECLAMATION within five (5) calendar days of the verbal notice of any such incidents or occurrences.

In accordance with Federal regulation requirements, the PERMITTEE will provide immediate notification to the National Response Center of any oil discharge to waters of the United States (40 CFR § 110.6) or of any hazardous substance release to the environment in a quantity equal to or exceeding the reportable quantity in any twenty four (24) hour period (40 CFR §302.3 & 302.6) by any person in charge of a vessel, off-shore, or on-shore facility. Additional reporting requirements apply to notification of Local Emergency Planning Committees and State Emergency Response Commissions; contact local agencies for procedures.

23. Each provision of the Special Use Permit, and these Special Conditions, will be interpreted in such manner as to be valid under applicable law, but if any provision of the Special Use Permit and these Special Conditions shall be determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the Special Use Permit as a whole.
24. The term of this permit is for ten years, renewable for another 10-year period at the option of the Permittee and Reclamation. Exercise of this option requires the Permittee to notify Reclamation in writing. Please send all correspondence to:

Bureau of Reclamation
515 Ninth Street, Room 101
Rapid City, SD 57701

Once received, Reclamation will determine if Black Hills Bentonite has adhered to all conditions and extend the permit if satisfactory.

25. The Permittee shall abide by the following environmental commitments:

Reclamation has made a no affect determination for the Northern Long Eared Bat as no

trees will be removed. It is infeasible to plan for potential transient, migrant, or dispersing individuals. However, in the unlikely event that any threatened or endangered species are encountered during natural gas line replacement activities, the Permittee shall contact Reclamation immediately. Reclamation will initiate consultation with the U.S. Fish and Wildlife Service to determine the appropriate steps to avoid any effects to these species, including cessation of construction. If any new endangered, threatened, or critical habitat areas are identified in these project areas, Reclamation would initiate consultations with the Fish and Wildlife Service to determine appropriate steps to avoid any effects to these species.

26. **Paleontological Resources Preservation Act (PRPA)** – The proposed project does not have a high potential to impact nonrenewable paleontological resources. If paleontological resources including any fossilized remains, traces, or imprints of organisms are inadvertently discovered during the course of work under this CEC, all work must cease in the area and the Area Archaeologist notified immediately. A professional paleontologist will be contacted to determine the significance of the find and any mitigation measures will be implemented prior to the project moving forward in the vicinity of the find.
27. **National Historic Preservation Act (NHPA)** – Black Hills Bentonite contracted SWCA Environmental Consultants to complete a Class III survey of the proposed project area on BOR lands. During the survey no cultural resources were discovered. Based on the results of the survey DKAO determined that the project would result in no historic properties affected (36CFR 800.16(1)(1)). On April 24, 2021 DKAO sent the Class III report and determination to the WY SHPO and consulting tribes. On May 3, 2021 the Wyoming SHPO concurred with the determination under project number DBI_WY_2021_206.

As a part of the tribal consultation two tribes responded. On April 24th the Fort Peck THPO responded that they would defer to the Wyoming THPO offices for the project. On June 4th the Northern Cheyenne THPO responded that they had not reviewed the project within the 30 day time frame and asked if they still had time to review the project. In an email response DKAO informed them on June 7th that the project wasn't approved yet and they still could respond to the consultation request. No additional responses were received from the Northern Cheyenne THPO.

If previously undiscovered cultural resources or unanticipated effects on historic properties are found during project implementation all project activities in the vicinity of the discovery shall cease and an Area Archaeologist contacted. The site will be secured and protected. Reclamation shall avoid, minimize, or mitigate the adverse effects to such resources and notify the SHPO and consulting Tribes about the discovery within 48 hours, pursuant to 36 CFR § 800.13. Project activities in the vicinity of the project will not resume until consultation has completed for the discovery.

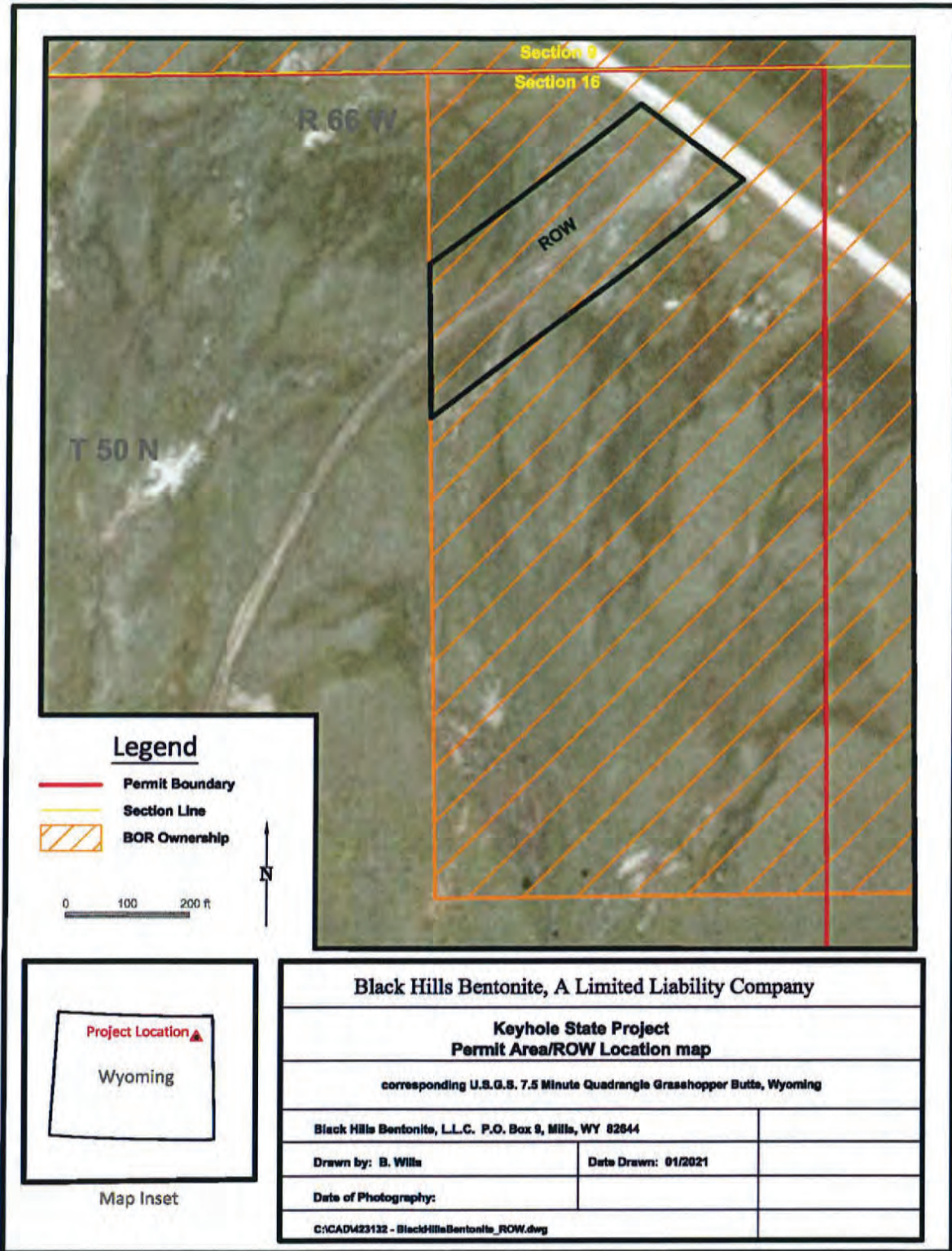


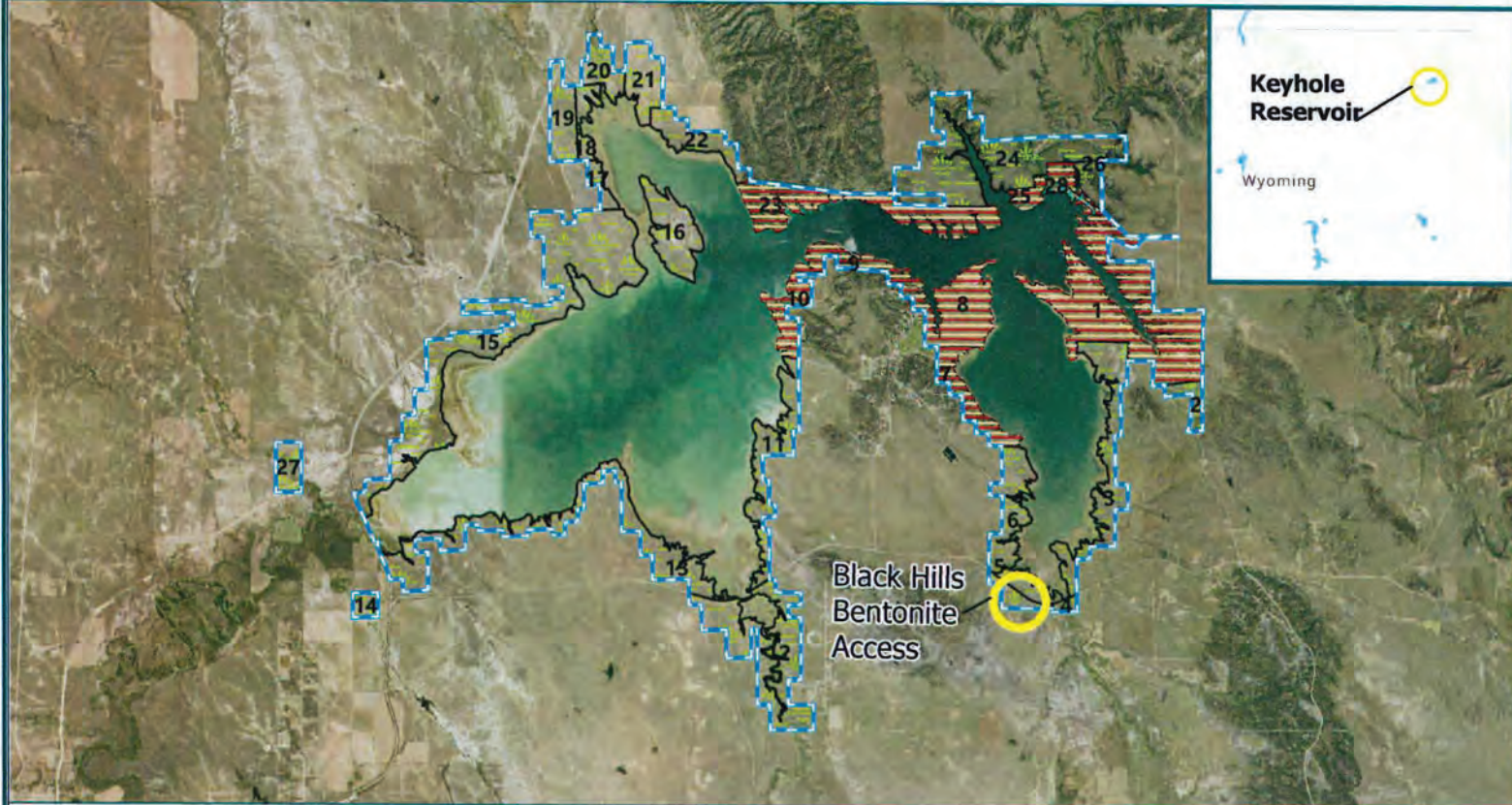
Exhibit A



BUREAU OF RECLAMATION

Black Hills Bentonite Access for Mining Activities

Keyhole Reservoir, Crook County, Wyoming



Legend

Reclamation Boundary

Management Units

Dam Operations

Recreation & Land Management

Multiple Use

This map was prepared from the best available information and is subject to certain inaccuracies. Created by Bureau of Reclamation
Dakotas Area Office: August 2021

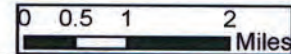


Exhibit B