

MEMORANDUM OF UNDERSTANDING
By and Between
BROKEN WHEEL RANCH IMPROVEMENT & SERVICE DISTRICT
And
GLENNA MARAS AND ANDREW MARAS

This Memorandum of Understanding (“Agreement”) is entered into by and between Broken Wheel Ranch Improvement & Service District (hereinafter “Broken Wheel”), and Glenna Maras and Andrew Maras (hereinafter “Maras”) effective as of the date signed by the parties hereto.

RECITALS

WHEREAS, Broken Wheel Ranch Improvement and Service District is a Wyoming Improvement and Service District created for the purpose of providing water to the residents of the Broken Wheel Ranch Subdivision in Lincoln County, Wyoming.

WHEREAS, Broken Wheel has need for a new well to provide culinary water to the Broken Wheel Ranch Subdivision.

WHEREAS, Broken Wheel has received a number of loans and grants from the State of Wyoming and Federal Government which are contingent upon the drilling of a new well;

WHEREAS, Glenna Maras and Andrew Maras own the “Property” adjacent to the Broken Wheel Ranch Subdivision more particularly described on Exhibit A attached hereto.

WHEREAS, On May 26, 2021, Broken Wheel and Mountain X, LLC (Mara’s predecessor in title) and Broken Wheel executed two separate documents purporting to grant Broken Wheel permission to drill a test water well on the Property, and to convert the well to a permanent well site;

WHEREAS, On August 16, 2022 an attorney for Broken Wheel recorded an Affidavit Affecting Title in the land records of Lincoln County, receiving number 1026505, at Book 1069, Page 645, to which was attached only one of the two May 26, 2021 documents executed by Mountain X, LLC (Maras’s predecessor in title) and Broken Wheel;

WHEREAS, Broken Wheel and Maras disagree on the validity and terms of the two agreements that and Mountain X, LLC (Maras’s predecessor in title) and Broken Wheel signed on May 26, 2021;

WHEREAS, Broken Wheel and Maras Broken Wheel and Maras have discussed the concerns of both parties and orally agreed on certain terms, and they desire to memorialize in this Agreement the terms by which Broken Wheel may access the Property for the drilling of a test well and permanent well on the Property; and

WHEREAS, Broken Wheel shall use this agreement to proceed with the necessary administrative steps and procedures to begin the process of scheduling and drilling a test well and permanent well.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants of the parties set forth below, both Broken Wheel and Maras do hereby agree as follows:

1. **DRILLING OF TEST WELL / TEMPORARY ACCESS AND CONSTRUCTION EASEMENT.** Prior to April 15, 2024, Maras will grant Broken Wheel and its agents a temporary non-exclusive access and access and construction easement across the southern boundary of the Property for the purpose of Broken Wheel drilling a “Test Well”. The temporary access easement and location of the Test Well site (the “Well Site”) shall be located as depicted on attached Exhibit B. During drilling of the Test Well it is expected that large quantities of muddy water will come to the surface, which will need to be disposed of (“Waste Water”). As part of the temporary access easement described in this paragraph, Broken Wheel and its agents shall also have the temporary right to divert the Waste Water through an existing culvert along the southern boundary line of the Property. That culvert connects to the borrow ditch that runs along Wyoming State Highway 89. The temporary access and construction easement described in this paragraph shall terminate upon execution of the Permanent Easement described in paragraph 4 below.
2. **COMPLETION OF WELL.** If, in its sole discretion, Broken Wheel and its engineers and agents determine that the Test Well meets the specifications of the Wyoming Water Development Commission to serve as a permanent culinary water well serving residents of the Broken Wheel subdivision, the Test Well shall be converted by Broken Wheel to a “Permanent Well”; using the temporary access and construction easement described in paragraph 1 of this Agreement.
3. **INSTALLATION OF WATER MAIN AND RELATED INFRASTRUCTURE / TEMPORARY CONSTRUCTION EASEMENT.** If the Test Well is converted to a Permanent Well as described in paragraph 2 above, Maras shall grant to Broken Wheel a non-exclusive temporary 50-foot wide “Construction Easement” along the eastern boundary of the Property, as shown on Exhibit B, for the purpose of installing a water “Main Line” between the Permanent Well and a point on the northeastern boundary line of the Property. The Construction Easement shall terminate after completion of the installation of the Main Line.
4. **PERMANENT ACCESS AND UTILITY EASEMENT.** Concurrent with completion of the installation of the Main Line, Maras shall grant to Broken Wheel a permanent, non-exclusive Utility and Access Easement “Permanent Easement” which shall provide and include, but not be limited to, the following terms:
 - a. The easement shall be 20 feet in width along the eastern boundary line of the Property, as shown on Exhibit B
 - b. The easement shall be for the ongoing maintenance and operation of the Permanent Well and the Main Line.
 - c. The easement shall run with the land, shall be appurtenant to and benefit land owned by Broken Wheel in the Broken Wheel Subdivision (the dominant estate) and shall burden the Property (the servient estate).

- d. The easement shall require Broken Wheel to, without cost to Maras, Broken Wheel promptly restore any and all soil and vegetation disturbed as a result of any activities of Broken Wheel or its agents under this Agreement, back to the condition they were in prior to such activities being undertaken. Without limitation, this shall include grading of top soil back to original contours, reseeding with native weed free grasses, and shrubs and trees.
5. **FUTURE LICENSES TO ACCESS THE WELL SITE.** In the event that Broken Wheel and its agents require access to the Well Site after expiration of the temporary easement described in paragraph 1 of this Agreement, which access cannot be feasibly achieved through the permanent easement described in paragraph 4 of this Agreement, Maras shall grant Broken Wheel single use licenses under which Broken Wheel and their agents may gain access to the Well Site along the southern boundary of the Property. Use under each such license shall require 48 hours advance notice to the Maras's (except in the case of emergencies, in which case notice will be provided immediately prior to entering the property), and each license shall expire upon Broken Wheel and its agents having departed the Property in each such event
 6. **CONSIDERATION GIVEN MARAS FOR THE EASEMENTS.** Broken Wheel shall provide the following as consideration for the Maras's granting the easements described in this Agreement:
 - a. A sum of money calculated by dividing the amount of acreage within the Permanent Easement by the total amount of acreage within the Property, and multiplying that product by the assessed value of the Property; which amount must be approved by the Wyoming Water Development Commission.
 - b. Without cost to Maras, upon completion of installation of the Main Line, Broken Wheel shall promptly install one residential water connection at a mutually agreed to location along the Main Line,
 - c. Without cost to Maras, upon completion of installation of the Main Line, Broken Wheel shall promptly install a line from the connection on the Main Line to a water meter pit and shall install a water meter (Maras shall be responsible to construct and pay for any further connection from the water meter pit to uses on the Property).
 - d. At all times, and without cost to Maras, Broken Wheel shall promptly restore any and all soil and vegetation disturbed as a result of any activities of Broken Wheel or its agents under this Agreement, back to the condition they were in prior to such activities being undertaken. Without limitation, this shall include grading of top soil back to original contours, reseeding with native weed free grasses, and shrubs and trees.
 7. **MARAS USE OF WATER FROM PERMANENT WELL.** Maras shall be permitted to use water from the Permanent Well for general residential use on the Property and not for commercial purposes. Maras shall pay a monthly fee for water to Broken Wheel at the standard water rates charged to other users of Broken Wheel water; provided that Maras shall not be members of the Broken Wheel Ranch Improvement and Service District (the "District") and shall not be required to pay any Special Assessment Tax charged to members of the District.

8. **EXISTING MARAS WELL.** Broken Wheel recognizes that an existing water well on the Property permitted by the Wyoming State Engineer's Office under permit no. UW 210836 (the "Existing Maras Well") has a priority water right relative to the well that will be drilled and completed by Broken Wheel, and that Maras shall have the right to continue to use the Existing Maras Well in any way they see fit.

9. **RECORDING OF MEMORANDUM OF AGREEMENT.** The parties agree that either party may record a memorandum in the land records of Lincoln County Wyoming that identifies the existence of this Agreement (but not all of its terms) and stating that a copy of this Agreement may be obtained by delivering a written request for same delivered to Broken Wheel.

10. MISCELLANEOUS.

- a. Additional Documents and Acts. Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.
- b. Complete Agreement. This Agreement contains and constitutes the full understanding of Broken Wheel and Maras and supersedes all prior or contemporaneous written or oral conditions, understandings, representations or agreements, regarding its subject matter, between the parties or their predecessors in interest, including without limitation any agreements executed by Mountain X, LLC (Maras's predecessor in title to the Property) and Broken Wheel.
- c. Amendment. No modification, waiver, amendment, addition or cancellation of this Agreement shall be effective unless in writing and signed by corporate officers of both parties.
- d. Headings. Headings used in this Agreement are for convenience only and shall not be deemed to constitute a part hereof, or shall not be deemed to limit, characterize, or in any way affect the provisions of this Agreement.
- e. Severability. If a Court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision in valid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- f. Construction, Choice of Law & Forum. This Agreement shall be construed in accordance with the laws of the State of Wyoming, excepting Wyoming's law regarding choice of law. The parties agree that the Wyoming State Courts located in Lincoln County, Wyoming shall have sole and exclusive jurisdiction and venue over any dispute, claim, or controversy which may arise involving this Agreement or its subject matter. The parties irrevocably submit and consent to such jurisdiction and venue, and waive any right they may have to seek a change of jurisdiction or venue.

- g. Attorney's Fees. In the event that any party shall become in default or breach of any of the terms of this Agreement, such defaulting or breaching party shall pay all reasonable attorney's fees and other expenses which the non-defaulting or non-breaching party may incur in enforcing this Agreement with or without formal proceedings. This provision shall not limit any other remedies to which the parties may otherwise be entitled.
- h. Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original Agreement, but all of which shall be considered one instrument and shall become a binding Agreement when one or more counterparts have been signed by each of the parties and delivered to the other. Electronically reproduced copies of original signatures shall be binding.
- i. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- j. Voluntary Agreement. The parties, and each of them, acknowledge and agree that this Agreement is entered into knowingly and voluntarily, and that each of them has had full opportunity to consult with attorneys, accountants, or other advisors of their own choosing, and that this Agreement is not entered into under any duress.
- k. No Third-party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject of the express provisions hereof relating to successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.
- l. Governmental Immunity. Broken Wheel does not intend to waive any governmental immunity that it may otherwise be entitled to and does hereby expressly reserve the right to assert governmental immunity as a defense to any claim arising out of this Agreement.
- m. Notices. All notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested, or by delivering that writing to the recipient in person or by courier; or by email to the recipient's email address. Notices shall be deemed delivered and given five (5) days after the date such notice is placed in the U.S. mail, and if by given by personal delivery or email, then the date that the recipient acknowledges receipt of the notice. The parties' notice addresses are set forth below their signature blocks below.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date set forth with their signatures.

**Broken Wheel Ranch Improvement and
Service District**

By: Margaret Gwin

NAME: Margaret Gwin

TITLE: President of BWR ISD

Dated: 3/21/24

Broken Wheel Notice Addresses:

PO Box 3573

Alpine, WY 83128

bwr.isd@gmail.com

Glenna Maras and Andrew Maras

By: Glenna Maras
Glenna Maras

Dated: 4-2-2024

By: Andrew Maras
Andrew Maras

Dated: 4-2-2024

Maras Notice Addresses:

P. O. Box 3974

Alpine, WY 83128

amaras@servpro10376.com

gmaras@servpro10376.com

EXHIBIT "A"
LEGAL DESCRIPTION

That part of the S½, Section 15, Township 36 North, Range 119 West, Lincoln County, Wyoming, it being the intent to more correctly describe that tract of record in the office of the Clerk of Lincoln County in Book 335 of Photostatic Records on Page 582, as follows:

Beginning at a point on a circular curve to the right whose radius point bears North 89°31'47" West, 5779.55 feet, on the Easterly right-of-way line of U.S. Highway 89, North 88°59'29" West, 273.58 feet from a brass cap marking the Southwest corner of the Broken Wheel Ranch Subdivision of record in said office of Plat No. 117, said point of beginning, also being South 88°59'28" East 2450.92 feet, from the West ¼ Corner of said Section 15;
Thence Southerly 198.61 feet, along the arc of said curve through a central angle of 01°58'08" with a radius of 5779.55 feet, to Station PC 2126+57.22 50 feet RT;
Thence South 02°26'20" West, 451.62 feet, along said right-of-way line to a point;
Thence South 89°01'02" East, 610.00 feet to a point;
Thence North 02°08'20" East, 650.00 feet to a point on the South line of said subdivision;
Thence North 89°00'18" West, 336.42 feet, along said South line, to the Southwest Corner of said subdivision;
Thence North 88°59'29" West, 273.58 feet to the point of beginning.

LESS:

A parcel of land located in the NE ¼ SW ¼, Section 15, T36N, R119W, 6th P.M. Lincoln County, Wyoming, being described by metes and bounds as follows:
Commencing at the south ¼ corner of said Section 15, being monumented by a 3 inch Brass Cap, JBS 2616 1982, from which the west 1/16 corner between said Section 15 and Section 22, being monumented by a 3-inch Brass Cap, PLS 2616 1985, bears N. 89°36'24.2" W. a distance of 1,322.69 feet, as shown on Record of Survey recorded June 18, 2010, Receiving No. 954026 of the Lincoln County records;
Thence along the southerly boundary of said Section 15 N. 89°36'24.2" W. a distance of 348.45 feet to a point on the existing easterly right of way boundary of Wyoming State Highway 89, also being the southwest corner of Tract 4 of said subdivision;
Thence along said existing easterly right of way boundary N. 02°48'20.0" E. a distance of 2,019.21 feet the southwest corner of a tract of land as described in that certain Warranty Deed recorded as Book 872, Page 244 of the Lincoln County records, also being the TRUE POINT OF BEGINNING, from which a property corner being monumented by a 2 inch Aluminum Cap, Surveyor Scherbel LTD LS5368 Afton WY 2000, bears S. 88°39'03.0" E. a distance of 0.03 of a foot;
Thence continuing along said existing easterly right of way boundary N. 02°48'20.0" E. a distance of 449.36 feet to a point being monumented by a set highway right of way monument located at PC Sta. 2126+57.22, 50.00 feet right, per said Record of Survey, also being the beginning of a circular curve, concave westerly, having a radius of 5,779.58 feet;
Thence northerly along said curve and said existing easterly right of way boundary through a central angle of 01°59'34.4", a distance of 201.03 feet, the chord being N. 01°48'32.8" E., a distance of 201.02 feet to a point on the northerly boundary of said NE¼SE¼;

Thence along said northerly boundary S. 88°38'30.9" E., a distance of 19.61 feet to a point on the proposed easterly right of way line of Wyoming State Highway 89, also being a point on a non-tangent circular concave westerly, having a radius of 5,799.58 feet, and a line tangent to said curve bears S. 00°57'08.7" W.;

Thence southerly along said curve and said proposed easterly right of way line through a central angle of 01°49'28.8", a distance of 184.70 feet, the chord being S. 01°51'53.2" W., a distance of 184.69 feet; thence continuing along said proposed easterly right of way line S. 02°46'37.5" W. a distance of 465.69 feet to a point on the southerly boundary of said Warranty Deed;

Thence along said southerly boundary N. 88°39'03.0" W. a distance of 19.38 feet to the point of beginning.

AND

That part of the NW1/4SE1/4 and the NE1/4SW1/4 of Section 15, T36N R119W, Lincoln County, Wyoming, being part of that tract of record in the Office of the Clerk of Lincoln County in Book 828 of Photostatic Records on page 404, described as follows:

BEGINNING at the northernmost northwest point of said tract in Book 828, identical with the northeast point of that tract of record in said Office in Book 1073 of Photostatic Records on page 652, on the north line of said NW1/4SE1/4, S89°-00'-18"E, 336.42 feet, from the northwest corner of said NW1/4SE1/4;

thence S89°-00'-18"E, 58.97 feet, along said north line, to the northeast rebar of said tract in Book 828;

thence S02°-45'-18"W, 736.63 feet, along the east line of said tract in Book 828, to a point on an existing east-west fence line;

thence N81°-19'-32"W, 645.73 feet, to the northwest point of said tract in Book 828 identical with the southwest point of said tract in Book 1073, on the east right-of-way line of US Highway 89;

thence S89°-00'-22"E, 590.62 feet, along a north line of said tract in Book 828, identical with the south line of said tract in Book 1073, to the southeast point of said tract in Book 1073;

thence N02°-08'-20"E, 650.11 feet, along a west line of said tract in Book 828, identical with the east line of said tract in Book 1073, to the **POINT OF BEGINNING**;

ENCOMPASSING an area of 1.46 acres, more or less;

the Base Bearing for this survey is the north line of the NE1/4SW1/4 of Section 15, T36N R119W, Lincoln County, Wyoming, being S88°-59'-29"E;

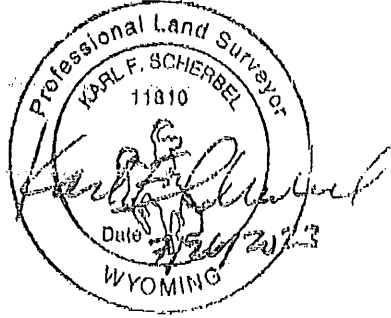
each "point" marked by a 5/8" x 24" steel reinforcing rod with an aluminum cap inscribed: "SURVEYOR SCHERBEL LTD", with appropriate details;

each "corner" found as described in the Corner Record filed in the Office of the Clerk of Lincoln County;

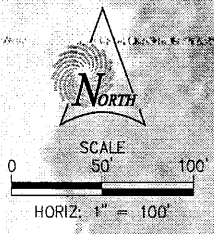
each "rebar" marked by a 5/8" steel reinforcing rod with aluminum "SURV-KAP" inscribed, "AVI 2617";

all in accordance with that plat prepared to be filed in the Office of the Clerk of Lincoln County titled "PLAT OF BOUNDARY ADJUSTMENT AND EASEMENTS FOR CLINTON GUTHRIE AND DEBORAH GUTHRIE AND GLENNA MARAS AND ANDREW MARAS WITHIN NW1/4SE1/4 NE1/4SW1/4 SECTION 15 T36N R119W LINCOLN COUNTY, WYOMING", dated 22 June 2023, as revised.

26 July 2023



KENOBI



PROPOSED WATER
TRANSMISSION LINE
(CENTERED IN
EASEMENT)

PROPOSED 50'
CONSTRUCTION
EASEMENT

50'

MARA

ACCESS EASEMENT
UTILIZE EXISTING DRIVEWAY
WHERE POSSIBLE

PROPOSED 20'
PERMANENT
EASEMENT

CIARAVELLA

20'

20'

66'

66'

PROPOSED
WELL LOCATION



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