



**AFFIDAVIT AFFECTING TITLE**  
**Agreement regarding Waterwell Site**

We, Jason Stroh and Margaret Gwin, of Lincoln County, Wyoming, being first duly sworn upon our oaths, depose and state as follows:

1. Mountain X, LLC and Broken Wheel Ranch Improvement and Service District entered into an agreement dated May 26, 2021 (“Agreement”);
2. The Agreement affects real property within the NW/4SE/4 of Section 15, Township 36 N, Range 119 West, 6th P.M., Lincoln County, Wyoming, being the Broken Wheel Ranch Subdivision as described and depicted at Accession No. 436180 of the land records of Lincoln County, Wyoming; and the real property of Mountain X, LLC, being more particularly described in that certain deed recorded in Book 949, Page 840 of the land records of Lincoln County, Wyoming;
3. A copy of the Agreement is attached hereto as Exhibit “A;”
4. The Agreement provides permission for and access to a test water well site in the southeast corner of Mountain X, LLC real property;
5. The Agreement anticipates remediation of any ground disturbance;
6. The Agreement anticipates, adequate consideration for the grant of a permanent water well site, and access and utility easement once proper approval has been granted; and
7. A proposed description titled “Description for Broken Wheel Ranch Water Well Easement” and accompanying Plat have been prepared by Surveyor Scherbel, Ltd., a copy of which may be made available by submitting a written request to:

Broken Wheel Ranch ISD  
P.O. Box 3573  
Alpine, Wyoming 83128

8. This Affidavit is prepared pursuant to Wyo. Stat. Ann. § 34-11-101, to provide notice regarding said water well site and easement.

DATED this 12<sup>th</sup> day of August 2022.

*[Signature pages follow]*

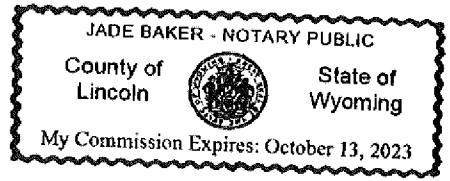
Margaret Gwin  
Margaret Gwin, Affiant  
President Broken Wheel Ranch ISD

STATE OF WYOMING     )  
  ) ss.  
COUNTY OF LINCOLN    )

SUBSCRIBED AND SWORN to and acknowledged before me, a Notarial Officer, this  
12 day of August, 2022, by Margaret Gwin.

WITNESS my hand and official seal.

[Seal]



Jade Baker  
Notarial Officer  
My commission expires: October 13, 2023

*Jason Stroh*

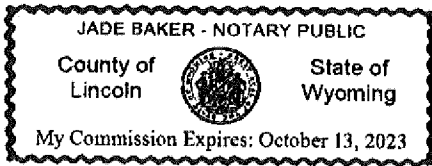
Jason Stroh, Affiant  
Operations Manager for Mountain X, LLC

STATE OF WYOMING     )  
  ) ss.  
COUNTY OF LINCOLN    )

SUBSCRIBED AND SWORN to and acknowledged before me, a Notarial Officer, this  
12<sup>th</sup> day of August, 2022, by Jason Stroh.

WITNESS my hand and official seal.

[Seal]



*Jade Baker*

Notarial Officer

My commission expires: October 13, 2023

## EXHIBIT A

Mountain X, LLC, (Grantor) grants the Broken Wheel Improvement and Service District (BWRISD) (Grantee) permission and access to a site in the southeast corner of the property to drill a test water well. If, as expected, the test well proves to meet State specifications, Grantor will grant Grantee access to an easement for a permanent well site. Additional utility easements for water transmission lines on Mountain X, LLC, property along the north and west property lines will also be granted.

Should said test well not meet State specifications, Grantee shall bear the cost of capping the well and remediation of the disturbed area.

Mountain X, LLC, can expect financial consideration for the well site and said utility easements. Financial consideration shall not exceed the amount based on the Lincoln County assessed value of said property and agreed upon by the Wyoming Water Development Office. Remediation of the area disturbed for the test well site, the permanent well site, and the utility easement areas for installation of the water line will be the financial responsibility of the Broken Wheel Ranch Improvement and Service District.

For Mountain X, LLC:

Jason Stroh, Operations Manager  
Print Name and Title

Sign and Date:

js 5/26/21

For Broken Wheel Ranch Improvement and Service District:

Margaret Gwin  
Margaret Gwin, BWR ISD President

5/26/21  
Date