

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
CITY OF DOUGLAS AND BEDTICK RANCH LIMITED  
PARTNERSHIP, LLC.**

- 1. Parties.** This Memorandum of Understanding ("MOU") is made and entered into by and between the following parties: City of Douglas, whose address is 101 N. 4<sup>th</sup> Street, PO Box 1030, Douglas, WY 82633, and Bedtick Ranch Limited Partnership, LLC, whose address is 61 Bedtick Road, Douglas, WY 82633.
- 2. Purpose.** The purpose of this MOU is to establish the terms and conditions under which the parties will agree to the form of a draft permanent easement that grants the City a perpetual easement for water lines and appurtenances across the property of Bedtick Ranch and access to the facilities should the test well constructed for a Level II water study prove to be a successful water source for the City.
- 3. Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and will remain in effect until a permanent easement between the parties is agreed to, executed, and recorded in the land records of Converse County, Wyoming or until the parties determine the test well will not be successful, in which event no easement will be recorded.
- 4. Payment.** No payment shall be made to either party by the other party as a result of this MOU.
- 5. Mutual Responsibilities.** The parties agree that they will in good faith come to an agreement on the terms of a draft permanent easement, attached herein and marked "Exhibit A," where the Bedtick Ranch, as Grantor, grants to the City, as Grantee, a perpetual easement for the construction and placement of water pipelines and a right of access to the pipeline. The draft permanent easement will be recorded and effective if the Sheep Mountain test well proves to be successful.
- 6. General Provisions.**
  - 6.01 Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties shall be incorporated by written instrument and effective when executed and signed by the parties.
  - 6.02 Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Eighth Judicial District, Converse County, Wyoming.
  - 6.03 Entirety of Agreement.** This MOU, consisting of two (2) pages, and Exhibit A, consisting of three (3) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
  - 6.04 Termination.** Either party upon thirty (30) day written notice may terminate this MOU, without cause, which notice shall be delivered by hand or by certified mail to the address listed above.
  - 6.05 Indemnification.** Each party to this MOU shall assume the risk of liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
  - 6.06 Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
  - 6.07 Governmental Immunity.** The City does not waive governmental immunity by entering into this MOU and expressly reserves all immunities and defenses available to it

pursuant to Wyo. Stat. Ann. § 1-39-104(a).

**6.08 Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

**IN WITNESS WHEREOF,** Parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of the as MOU set forth herein. The effective date of this MOU is the date of the signature last affixed.

**CITY OF DOUGLAS, WYOMING:**

**BEDTICK RANCH LIMITED  
PARTNERSHIP, LLC**

\_\_\_\_\_  
Rene Kemper, Mayor

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Chaz Schumacher, City Clerk

**Approved as to form:**

\_\_\_\_\_  
Michael R. Armstrong, City Attorney