

AFFIDAVIT OF RECORDATION

KNOW ALL PERSONS BY THESE PRESENTS THAT

WHEREAS, This affidavit has been executed on behalf of the Wyoming Department of Transportation for the purpose of filing in the public record the attached Agreement between Brandon A. Purcella and Dallas A. Purcella, Trustees of the Brandon and Dallas Purcella Trust dated June 5, 2020, their successors and assigns, hereafter referred to as "Landowner" and the Wyoming Department of Transportation, located in the County of Sheridan, State of Wyoming.

This Affidavit is hereby executed this, the 23rd day of September, 2021.


Emily Worthan, Sr. Lands Management Specialist
Wyoming Department of Transportation

ACKNOWLEDGMENT

THE STATE OF WYOMING)
) §
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me this 23rd day of

September, 2021, by Emily Worthan, Sr. Lands Mgmt. Spclst.

for the Wyoming Department of Transportation.

Witness my hand and official seal.



My commission expires: April 13, 2023


NOTARY PUBLIC

August 06, 2021

**WYOMING DEPARTMENT OF TRANSPORTATION
PERMIT**

Project: 1708012
Road: Sheridan Streets
Section: Coffeen Avenue
County: Sheridan
Parcel No.: 11

THIS AGREEMENT IS ENTERED INTO between **Brandon A. Purcella and Dallas A. Purcella, Trustees of the Brandon and Dallas Purcella Trust dated June 5, 2020, and Millicent Julynn Bowen**, herein referred to as the "Landowner" and the Wyoming Department of Transportation, herein referred to as the "Department." The Department agrees to pay to the Landowner the sum of [REDACTED] within forty-five (45) working days of the date of the final original signatures on this Agreement and the return of the completed W-9 form. The Landowner hereby grants to the Department, its agents, and contractors, permission to enter upon the following area for construction purposes:

Parcel 11 - A parcel of land in Tract 7, Marshall Subdivision situate in the S½NW¼, Section 11, T. 55 N., R. 84 W., 6th P.M., Sheridan County, Wyoming, on the right or westerly side, adjoining to the existing westerly right of way boundary of U.S. Highway 87 (Coffeen Ave.), 25 feet wide from the northerly boundary of said Tract 7 to the southerly boundary of said Tract 7.

Said Permit area is shown on the official plans for the above-referenced highway project and said plans are hereby made a part hereof. The Permit includes the right of ingress and egress, and also the right to temporarily operate equipment upon the above described land. Upon completed use of the Permit area, the disturbed area will be sloped, blended and seeded or sodded by the Department where feasible. The use of the Permit area will commence upon the date of the awarding of the project by the Transportation Commission of Wyoming and will have two (2) year duration.

DIVISION OF PAYMENT

A separate payment shall be made to each owner in accordance to their undivided 50 percent of interest in the ownership of said parcel as outlined below:

- a. A 50% payment equaling \$125.00 to Brandon A. Purcella and Dallas A. Purcella, Trustees of the Brandon and Dallas Purcella Trust dated June 5, 2020.
- b. A 50% payment equaling \$125.00 to Millicent Julynn Bowen.

CONTINUAL ACCESS

The Landowner will have safe access to their property at all times during construction on the above referenced project.

APPROACH

The Department will construct an approach to the highway at the following location:

- a. 16 foot wide approach right of engineering station 156+38±.

The Landowner hereby grants to the Department permission to enter upon the Landowner's adjacent land beyond the right of way line to construct, taper, blend the approaches, install gates and connect to existing trails, roads or lands as shown on the copy of the Engineering Plans marked *Exhibit "A"*.

TEMPORARY FENCE

Prior to the start of construction, permit areas may be temporarily fenced as deemed necessary by the Department. Should it be necessary to construct a temporary fence, said fence will consist of three strands of barbed wire placed on metal posts spaced according to Department temporary fence standards. The Landowner may remove and retain the temporary fencing after seeding has emerged or within three years after completion of the construction. Should the temporary fence not be removed by the Landowner within three years, the Landowner hereby grants permission to the Department, its agents and contractors the right of ingress and egress to the Landowner's property beyond the right-of-way line in order to remove said temporary fence. Said permission shall allow the Department to exercise this right at its discretion, but in no way obligates or requires the Department to enter upon the Landowner's property and remove said temporary fence. The Landowner, their heirs, assigns, successors or representatives, hereby agree not to withhold permission or inhibit the Department from exercising this right. It is hereby agreed that, should the Department remove the temporary fence, the materials removed shall become the property of the Department.

PERMANENT RIGHT-OF-WAY FENCE

The Department will construct new Type E right-of-way fence consisting of three strands of barbed wire over one strand smooth wire placed on wooden posts spaced according to Department standards. Said fence is to be maintained by the Department. The Landowner hereby grants to the Department permission to enter upon the Landowner's adjacent land beyond the right-of-way line to remove the existing right-of-way fence.

FEDERAL TAX REPORTING

Pursuant to the 1986 Tax Reform Act, the Department may be required to report all or a portion of the herein stated consideration to the Internal Revenue Service. This reporting in no way creates a tax liability in itself as to the type of payment. The individual handling of the proceeds of this transaction are the responsibility of the Landowner. In cooperation with IRS regulations, the Landowner agrees to complete the Department's W-9 form for the Department's use in reporting as required. Landowner acknowledges that payment will not be made without a properly completed W-9 form and that incomplete information may delay payment.

SOVEREIGN IMMUNITY

Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the Wyoming Department of Transportation and the Transportation Commission of Wyoming expressly reserve sovereign immunity by entering into this Agreement and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

This Permit Agreement is the entire Agreement and there are no additional promises, terms, conditions, stipulations or obligations between the parties. Both parties having read the entire Agreement and having full knowledge of the Agreement, its intent, content, and of all clauses

Permit Agreement

Wyoming Department of Transportation and Brandon A. Purcella and Dallas A. Purcella, Trustees of the Brandon and Dallas Purcella Trust dated June 5, 2020, and Millicent Julynn Bowen


August 06, 2021

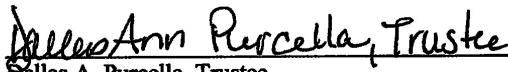
contained herein, attach the proper signatures below, acknowledging and giving full and complete approval of this Agreement. By signing below, the Landowner represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. This Agreement shall be binding upon the Landowner, their representatives, heirs, successors or assigns.

Wyoming Department of Transportation:

By:  8-20-21
Emily Worthan, Right of Way Specialist Date

Landowners:

 8-24-2021
Brandon A. Purcella, Trustee Date
of the Brandon and Dallas Purcella Trust
dated June 5, 2020

 8-24-2021
Dallas A. Purcella, Trustee Date
of the Brandon and Dallas Purcella Trust
dated June 5, 2020

Millicent Julynn Bowen Date

NO. 2021-772781 AFFIDAVIT - LEGAL

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
EMILY WORTHAN--WYDOT 5300 BISHOP BLVD
CHEYENNE WY 82010

Permit Agreement

Wyoming Department of Transportation and Brandon A. Purcella and Dallas A. Purcella, Trustees of the Brandon and Dallas Purcella Trust dated June 5, 2020, and Millicent Julynn Bowen