

June 6, 2013

**WYOMING DEPARTMENT OF TRANSPORTATION
PERMIT**

Project: 4405003
Road: Sheridan Streets
Section: Lewis St/Big Goose Cr Str.
County: Sheridan
Parcel No.: 17

THIS AGREEMENT IS ENTERED INTO by Tom C. Toner and Rebecca L. Toner, husband and wife, herein referred to as the "Landowner".

Having been informed by a representative of the Wyoming Department of Transportation of the need to secure temporary access to the below-described parcel; and having been apprised of the proposed construction details; and having been informed of their legal right to just compensation in the amount of \$305.00 for temporary access to the below-described parcel; the Landowner, notwithstanding the above recited facts, deems to decline monetary compensation, but is willing to donate a grant of use for the permit area to the Wyoming Department of Transportation, as agent for the City of Sheridan, its agents and contractors, herein referred to as the "Department," to enter upon the below-described area for construction purposes:

Parcel 17 - A parcel of land in Lot 7, Block 20, Sheridan Land Company's First Addition to the City of Sheridan, NW1/4NE1/4, Section 27, T. 56 N., R. 84 W., of the 6th P.M., Sheridan County, Wyoming, adjacent to the existing westerly right-of-way of Marion Street, 5 feet wide on the left, beginning on the southerly boundary of said Lot 7 to and ending on the northerly boundary of said Lot 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 September 1, 2013 and will have a 2 year duration; provided, however, Department may extend the term of the permit for an additional 1 year by giving Landowner written notice of the extension at any time before the expiration of the initial 2 year term.

CONTINUAL ACCESS

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

CURB/GUTTER/SIDEWALK/METER PIT

The Department shall construct curb, gutter and sidewalk as part of this project at no additional cost to the Landowner.

The Department will construct the sidewalk with a slope so that water does not collect or pond on the sidewalk on or adjacent to Landowner's property as a result of runoff from sidewalks on adjoining property or otherwise.

The Department will not damage the outside meter pit on Landowner's property, and if the meter pit is inadvertently damaged, the Department will promptly repair or replace the meter pit.

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LIMITATION OF LIABILITY:

It is understood that the Construction Permit area granted herein is for a public use road or highway exclusively constructed, maintained and operated by the Department. The Landowner has taken, and will take, no part in the construction, maintenance or operation of the city street. The Department accepts responsibility for any claims that may arise out of the Department's construction, engineering, operation and maintenance of the Property, as described in the Construction Permit area granted including, but not limited to, those portions of Marion Street, its setback or relief areas, and right-of-ways that cross Landowner's Property. Nothing in this paragraph shall be deemed to have waived the Department defense of sovereign immunity. Any claim for damage to or destruction of the Property of the Landowner, including the loss of use thereof, that is deemed the responsibility of the Department shall not exceed the limits imposed by law pursuant to the Wyoming Governmental Claims Act, Wyo Stat. § 1-39-101, et seq., i.e., the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) per claimant and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Any claim against the State shall be presented according to the procedure set forth in the statute. Should the areas described in the Construction Permit area being granted to the Department require, at any time, additional maintenance or re-design to correct a problem area within the Construction Permit area being granted, the Department shall be solely responsible to rectify the problem. The Landowner will not be held responsible to rectify the problem, maintenance of the problem area, or participate in the re-construction of the areas that pose the problem.

SOVEREIGN IMMUNITY

The State of Wyoming and the Wyoming Department of Transportation and the Transportation Commission of Wyoming do not waive sovereign immunity by entering into this contract, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. §1-39-104(a) and all other state law.

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 contained herein, attach the proper signatures below, acknowledging and giving full and complete approval of this Agreement. This Agreement shall be binding upon the Landowner, their representatives, heirs, successors or assigns.

Wyoming Department of Transportation

By: Amy Lambert 6-28-13
Amy Lambert, Acquisition Agent

Landowner

Tom C. Toner 6-27-2013
Tom C. Toner Date

Rebecca L. Toner 6-27-2013
Rebecca L. Toner Date