



Mark Gordon
Governor

WYOMING Department of Transportation

"Providing a safe, high quality, and efficient transportation system"

5300 Bishop Boulevard, Cheyenne, Wyoming 82009-3340



K. Luke Reiner
Director

August 13, 2021

B Frank, LLC c/o Jodi Brayton
7651 Tremayne Place Apt 212
McLean, VA 22102

Project: 1708012
Road: Sheridan Streets
Section: Coffeen Avenue
County: Sheridan
Parcel No.: 14

Dear B Frank, LLC:

The Wyoming Department of Transportation (the Department) is planning a road construction project along US Highway 87 (Coffeen Ave) between RM 25.94 and RM 29.11 in Sheridan County. At this time the plan of work includes widening the existing roadway to a five lane section from Sta 133+50 to Sta 219+00, transition to a three lane from Sta 219+00 to 224+00, and widen the remainder of the existing roadway to a three lane section from 224+00 to Sta 293+16. As part of this project the current bridge structure over Little Goose Creek will be replaced and a shared use path will be installed on a portion of the project.

In order to construct this project, the Department is proposing to acquire a Drainage Facility Easement and a Construction Permit. The Department's Review Appraiser has concurred with the Appraiser's determination of the current "Fair Market Value" of your property.

The permit area as shown on Exhibit "A", crosshatched in red, will be used as a temporary construction permit area and will be reclaimed to the extent that can be reasonably accomplished.

The Permanent Acquisition as shown on Exhibit "A", in solid red, will be required for the construction of this project.

Based on the enclosed "Summary Statement of Fair Market Value", the Wyoming Department of Transportation is hereby authorized to offer you the sum of \$6,755.00. This offer includes \$1,460.00 for land, \$295.00 for the temporary permit area, and \$5,000.00 for damages to the real estate as the result of the Landscaping.

Please find the following documents enclosed for your review:

1. Original and copy of the Memorandum of Agreement;
2. Original and copy of the Drainage Facility Easement, Construction Permit;
3. Original and copy of the Official Receipt;
4. Copy of the Right of Way Engineering Plans marked "Exhibit A";
5. Copy of the Right of Way Brochure "Highways and your Land";
6. Copy of the Valuation Report;
7. Summary Statement of Fair Market Value;
8. WYDOT Vendor Form; and
9. Request for Taxpayer Identification Number (W-9 Form).

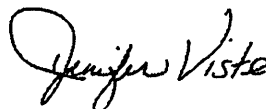
Please understand that you have 65 days from the date of this mailing to respond, in writing, to the Department's offer. The Department and the Landowner are obligated to negotiate in good faith. You are under no obligation to accept this written offer, but failure to respond will constitute a waiver under Wyoming Statute 1-26-510 of any claim that the Department has **not** negotiated in good faith. At any time during the negotiation process, and upon mutual agreement, either party may request dispute resolution, including mediation or arbitration or the informal procedures for resolving disputes through the Wyoming Agricultural and Natural Resource Mediation Board. Should negotiations fail, formal legal proceedings may be requested by the Department. You may at any time, seek advice from an attorney, real estate appraiser, or any other person of your choosing during this process.

If all is in order please sign and complete the originals of the **Memorandum of Agreement, Drainage Facility Easement, Official Receipt, and the W-9 form**. You may return these documents in the enclosed, postage pre-paid envelope. Please note that the Conveyance will need to be acknowledged by a Notary Public.

Should you have any questions or concerns regarding this project, or would like to accompany me, or a Department representative, on an inspection of the property being acquired, please contact Jenifer Viste toll-free at 1-888-570-9908, direct at (307) 777-4119, or by email at jenifer.viste@wyo.gov.

Sincerely yours,

Amy Lambert
Project Manager



By Jenifer Viste
Right of Way Agent

SENT BY U.S. CERTIFIED MAIL



Mark Gordon
Governor

WYOMING Department of Transportation

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5300 Bishop Boulevard, Cheyenne, Wyoming 82009-3340



K. Luke Reiner
Director

MEMORANDUM

TO: B Frank, LLC C/O Jodi Brayton
7651 Tremayne Place
McLean, VA 22102

Project: 1708012
Road: Sheridan Streets
Section: Coffeen Avenue
County: Sheridan
Parcel: 14

SUBJECT: SUMMARY STATEMENT OF FAIR MARKET VALUE

In order that you may be apprised of the basis of our determination of fair market value for the following described property, we submit the following information.

A. Identification of the real property to be acquired:

A parcel of land in Tract 25, Adkins Valley Subdivision situated in the N1/2SW¼, Section 11, T. 55 N., R. 84 W., 6th., P.M., Sheridan County, Wyoming.

B. Type of Interest being acquired: Temporary Easement, Permanent Easement

C. Identification of all Improvements including fixtures which are to be acquired: None

D. Identification of real property improvements including fixtures to be acquired which are not owned by the owner of the land: None

E. Identification of major items which are considered personal property and therefore are not included in this summary of value: None

F. Summary of fair market value

(1) Land	\$1,460.00
(2) Damages	\$5,000.00
(3) Improvements	\$0.00
(4) Temporary Takings	\$295.00
(5) Less Benefits	\$0.00
(6) Total	\$6,755.00

G. The Wyoming Transportation Commission declared that this offer is the amount that has been established by the Department as just compensation and is in accordance with the applicable state law and requirements. Just compensation has been defined by the Wyoming Courts as being the value of the property taken, plus damages, if any, to the remaining property, but deduction from the damages any benefits which may accrue to the remaining property from the construction of the highway.

Kevin Lebeda
Lands Management Administrator

Date: July 26, 2021

August 10, 2021

**WYOMING DEPARTMENT OF TRANSPORTATION
MEMORANDUM OF AGREEMENT**

Project: 1708012
Road: Sheridan Streets
Section: Coffeen Avenue
County: Sheridan
Parcel No.: 14

THIS AGREEMENT IS ENTERED INTO between **B Frank, LLC, a Wyoming close limited liability company**, herein referred to as the "Landowner" and the Wyoming Department of Transportation, herein referred to as the "Department."

WITNESSETH: that

WHEREAS, the Department wishes to secure for transportation purposes, the real property shown on the engineering plans marked Exhibit "A", herein referred to as the "property", a copy of which is attached to this agreement and has been submitted to and received by the Landowner; and

WHEREAS, the Landowner has agreed to convey the property to the Department, together with all improvements located thereon and appurtenances pertaining thereto, except as otherwise stated in this Agreement and in the associated conveyance, and the Landowner hereby agrees to execute said conveyances and shall remit the signed and notarized conveyance to the Department for recordation; and

WHEREAS, the Department will prepare a Drainage Facility Easement with legal descriptions of the property outlined briefly as follows:

Parcel 14 - A parcel of land in Tract 25, Adkins Valley Subdivision situate in the N1/2SW¼, Section 11, T. 55 N., R. 84 W., 6th P.M., Sheridan County, Wyoming.

NOW THEREFORE, in consideration of the promises, terms, conditions, and stipulations contained in this agreement, the parties agree to the following:

1. The Landowner will pay all real property taxes on the property for the current year, when due and payable, and for all prior years. The Department will reimburse the Landowner for their pro rata portion of the real property taxes for the remainder of the year computed from the date of this agreement. The pro rata portion of taxes shall be based upon the assessment of the property for the current year, if available. If the current year assessment is not available, the previous year's assessment shall be used to prorate the taxes. The Landowner shall be responsible for any and all real property taxes, liens and encumbrances prior to the

August 10, 2021

date of this agreement and shall be responsible to provide clear title to the property being conveyed to the Department.

2. The consideration stated herein is full compensation for all of the Landowner's interest, including interests in state or federal land leases, and any and all other legal and equitable interests, which are or may be outstanding affecting any portion of the property being conveyed to the Department. The Landowner agrees to release these interests within thirty days from the date of this agreement.
3. The Landowner will terminate at their expense all existing leases or rental agreements, including advertising sign leases, affecting any portion of the property being conveyed, and will notify any lessees of such action within thirty days from the date of this agreement.
4. The Landowner has received a copy of the Departments Highways & Your Land brochure and any relocation benefits to which the Landowner may be entitled have been explained by the Department Representative. The Landowner requests relocation benefits for moving personal property, replacement housing, or business or farm displacement, to the extent of their eligibility under Wyoming Law.
5. The Department may fence the right-of-way boundary and/or property as directed by the Department's representative before any other construction work is started. Said fencing will be maintained by the Department.
6. There is excepted and reserved from the property all oil, gas, and other minerals that can be removed from the ground without jeopardy to the maintenance or safety of the public use or travel upon the surface estate and without using the surface of the property.

APPROACH

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

- a. 12 foot approach to the highway right of Eng. Sta. 161+49±

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"*.

CONSTRUCTION PERMITS

The Landowner hereby grants to the Department, its agents and contractor's permission to enter upon the following described area for construction purposes as stated herein. Permits for said areas are located outside of and adjacent to the right-of-way line and will be of the following widths and lengths:

August 10, 2021

Parcel 14A - A parcel of land in Tract 25, Adkins Valley Subdivision situate in the N1/2SW¼, 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.), 10 feet wide from the northerly boundary of said Tract 25 to Sta. 161+15, thence 25 feet wide to the southerly boundary of said Tract 25, LESS AND EXCEPTING Parcel 14.

Said Permit includes all rights of ingress and egress and the right to temporarily operate machinery upon the land. Prior to the completion of construction, disturbed area will be blended and seeded where feasible. The use of the above described Permit area will commence upon the date of the awarding of the project by the Transportation Commission of Wyoming, and will have a 2 year duration.

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.

COST TO CURE DAMAGES

As part of the consideration listed, the Department shall pay to the Landowner the amount of \$5,000.00, to replace the following items that will be removed as part of the construction phase of this project. An Estimate was obtained from Landon's Green House and a copy can be found attached to the Appraisal Report. The Landowner at their sole expense will be responsible to replace the items herein listed below.

Type of Damage	Comments	Amount
Landscaping	Replace two blue spruce	\$5,000.00

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. The individual handling of the

August 10, 2021

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.**

CONSIDERATION

The Department agrees to pay to the Landowner the sum of **Six Thousand Seven Hundred Fifty-Five and 0/100 Dollars (\$6,755.00)** within forty-five (45) working days of the date of the final signature on this Agreement and its possession of the completed W-9 form. Before final payment is made by the Department, the Department may make a title examination to determine if sufficient title to the property is vested in the Landowner. The Department will pay all costs of any necessary abstracting. The Landowner grants to the Department and its contractors the right of immediate entry on the property for survey and preliminary plan preparation. In the event of unacceptable title, the Landowner will cooperate with the Department to clear the title. The Department will pay all costs for quiet title actions, court orders, and any similar expenses incidental to conveying the property to the Department.

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 Memorandum of Agreement is the entire Agreement and there are no additional promises, terms, conditions, stipulations or obligations between the parties. All parties having read the entire Agreement and having full knowledge of the Agreement, its intent, content, and of all clauses contained herein, place their 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 Memorandum of Agreement shall be binding upon the Landowner, their representatives, heirs, successors or assigns.

Wyoming Department of Transportation:

August 10, 2021

By: _____
Jenifer Viste, Right of Way Agent

Landowner:

B Frank, LLC

Date

**WYOMING DEPARTMENT OF TRANSPORTATION
OFFICIAL RECEIPT**

Project: 1708012
Road: Sheridan Streets
Section: Coffeen Avenue
County: Sheridan
Parcel No.: 14

The undersigned owner and/or claimant or the authorized representative hereby acknowledges receipt of the following right-of-way documents from the Wyoming Department of Transportation, as follows to-wit:

1. Copy of the "Summary Statement of Fair Market Value";
2. Copy of the "Memorandum of Agreement" with the authorized offer in the amount of Six Thousand Seven Hundred Fifty-Five and 0/100 Dollars (\$6,755.00)
3. Copy of Conveyance.
4. Copy of the Right-of-Way Engineering Plans by ownership, marked *Exhibit "A"*;
5. Copy of the Right-Of-Way Brochure, "*Highways and Your Land*".
6. Copy of the W-9 Tax Information Form.
7. WYDOT Vendor Form.

It is expressly understood that the signing of this receipt does not in any way affect any rights of the undersigned relative to these matters, but is for the sole purpose of indicating receipt and explanation of the herein above listed documents.

Wyoming Department of Transportation

Owner - Claimant and/or Representative

By: _____
Jenifer Viste, Right of Way Agent

B Frank, LLC

Date Mailed: _____

Date Received: _____

Please return the signed and dated original of this form to the Wyoming Department of Transportation, 5300 Bishop Blvd., Cheyenne, Wyoming, 82009-3340

DRAINAGE FACILITY EASEMENT

That for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt of which is hereby acknowledged and confessed, **B Frank, LLC**, a Wyoming close limited liability company, hereinafter called the grantor, hereby grants to **THE TRANSPORTATION COMMISSION OF WYOMING**, 5300 Bishop Blvd., Cheyenne, Wyoming, 82009-3340, its assigns or successors, hereinafter called the grantee, the right to lay out, construct, inspect, maintain and operate drainage facilities, and the right to discharge drainage and flood waters for the benefit of the public, being over, across and upon the following described lands located in the County of Sheridan and State of Wyoming, to-wit:

Parcel No. 14, WYDOT Project No. 1708012

A parcel of land in Tract 25 of the Adkins Valley Subdivision, situate in the N½SW¼, Section 11, T. 55 N., R. 84 W., 6th P.M., Sheridan County, Wyoming, described by metes and bounds as follows:

Commencing at the quarter corner common to Sections 11 and 14, of said T. 55 N., R. 84 W. from which the corner common to Sections 10, 11, 14, 15 bears S. 88° 47' 28.3" W. a distance of 2,599.41 feet, both corners monumented by a 3¼ inch Aluminum cap, PLS 2615, as shown on record of survey recorded on July 11, 2017 in Plat Book A, at page 522, Document no. 2017-735975 of the Sheridan County records;

thence N. 29° 00' 51.9" W. a distance of 2,823.03 feet to the southeast corner of said Tract 25, said corner being on the existing westerly right of way boundary of U.S. Highway 87 (Coffeen Avenue), monumented by a 1 inch Iron pipe;

thence along said existing westerly right of way boundary N. 00° 58' 11.1" W. a distance of 70.24 feet to a point on the proposed easement line, **THE TRUE POINT OF BEGINNING**;

thence along said proposed easement line the following three bearings and distances;

1) S. 89° 01' 48.9" W. a distance of 20.00 feet;

2) N. 00° 58' 11.1" W. a distance of 45.00 feet;

3) N. 89° 01' 48.9" E. a distance of 20.00 feet to a point on the existing westerly right of way boundary of said highway, from which the northeast corner of said Tract 25 bears N. 00° 58' 11.1" W. a distance of 14.57 feet, monumented by a 1 inch plastic cap;

thence along said existing westerly right of way boundary S. 00° 58' 11.1" E. a distance of 45.00 feet to the point of beginning.

The above described parcel of land contains 900 square feet, more or less.

Grantor will not use or permit to be used said land for any purpose which will inhibit use by the grantee for construction, operation and maintenance of said drainage facilities.

Grantor grants the right of ingress and egress to and from the said land for any and all purposes necessary and incident to the exercise by the grantee, of the rights granted by this conveyance.

The grant herein contained is an easement and shall be perpetual so long as said land is used for the aforementioned purposes.

Dated this _____ day of _____, 2021

B Frank, LLC

ACKNOWLEDGMENT

THE STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021,

by (name) _____

as (title) _____ of B Frank LLC, a Wyoming
close limited liability company

Witness my hand and official seal.

My commission expires

NOTARY PUBLIC