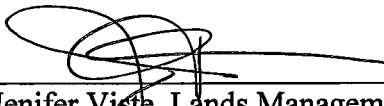


AFFIDAVIT OF RECORDATION

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 Dellamae Herbst, aka Della Herbst, trustee of the Dellamae Herbst Trust, dated August 6, 1996, herein 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 1st day of April, 2022.

  
\_\_\_\_\_  
Jenifer Viste, Lands Management Specialist  
Wyoming Department of Transportation

ACKNOWLEDGMENT

THE STATE OF WYOMING )  
COUNTY OF LARAMIE ) §

The foregoing instrument was acknowledged before me this 1st day of

April, 2022, by JENIFER VISTE

for the Wyoming Department of Transportation.


Witness my hand and official seal.

My commission expires:



  
\_\_\_\_\_  
NOTARY PUBLIC

WYOMING DEPARTMENT OF TRANSPORTATION  
MEMORANDUM OF AGREEMENT

  
**2022-777577** 4/6/2022 9:47 AM PAGE: 2 OF 6  
FEES: \$27.00 PK AFFIDAVIT - LEGAL  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

**Project:** 1708012  
**Road:** Sheridan Streets  
**Section:** Coffeen Avenue  
**County:** Sheridan  
**Parcel No.:** 6

THIS AGREEMENT IS ENTERED INTO between **Dellamae Herbst, aka Della Herbst, trustee of the Dellamae Herbst Trust, dated August 6, 1996**, 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 conveyances, and the Landowner hereby agrees to execute said conveyances and shall remit the signed and notarized conveyances 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 6A** - A parcel of land in Tract 9 of the Marshall Subdivision situate in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ , Section 2, T. 55 N., R. 84 W., 6th P.M., Sheridan County, Wyoming.

**Parcel 6B** - A parcel of land in Tract 9 of the Marshall Subdivision situate in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ , 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 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.

### CONSTRUCTION PERMITS

The Landowner hereby grants to the Department, its agents and contractor's permission to enter upon the following described areas 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:

**Parcel 6C** - A parcel of land in Tract 9, Marshall Subdivision, situate in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ , Section 11, T. 55 N., R. 84 W., 6th., P.M., Sheridan County, Wyoming, on the right or westerly side, adjoining to the existing right of way boundary of U.S. Highway 87 (Coffeen Ave.), 50 feet wide from sta. 133+50 to Sta. 134+50, thence 30 feet wide to sta. 134+85.

**Parcel 6D** - A parcel of land in Tract 9, Marshall Subdivision, situate in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ , Section 11, T. 55 N., R. 84 W., 6th., P.M., Sheridan County, Wyoming, on the right or westerly side, adjoining to the existing right of way boundary of U.S. Highway 87 (Coffeen Ave.), 15 feet wide from Sta. 135+50 to Sta. 137+00.

**Parcel 6E** - A parcel of land in Tract 9, Marshall Subdivision, situate in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ , Section 11, T. 55 N., R. 84 W., 6th., P.M., Sheridan County, Wyoming, on the right or westerly side, adjoining to the existing right of way boundary of U.S. Highway 87 (Coffeen Ave.), 75 feet wide from Sta. 137+00 to Sta. 138+50.

**Parcel 6F** - A parcel of land in Tract 9, Marshall Subdivision, situate in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ , Section 11, T. 55 N., R. 84 W., 6th., P.M., Sheridan County, Wyoming, on the right or westerly side, adjoining to the existing right of way boundary of U.S. Highway 87 (Coffeen Ave.), 15 feet wide from sta. 138+50 to sta. 139+60, thence 50 feet wide to the southerly boundary of said Tract 9.

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

**APPROACH**

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

- a. 24 foot wide field approach right of engineering station 138+10±.

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.

**CONTINUAL ACCESS**

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

**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. 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.*

**CONSIDERATION**

The Department agrees to pay to the Landowner the sum of [REDACTED] 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.

**Memorandum of Agreement**


Wyoming Department of Transportation and Dellamae Herbst, aka Della Herbst, trustee of the Dellamae Herbst Trust, dated August 6, 1996

**SOVEREIGN IMMUNITY**

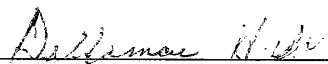
Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the Wyoming Department of Transportation and the Transportation Commission of Wyoming expressly reserve sovereign immunity by entering into this Agreement and specifically retain all immunities and defenses available to them as sovereigns. 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.

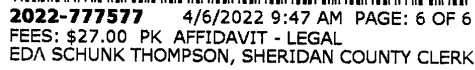
Wyoming Department of Transportation:

By:   
Jenifer Viste, Right of Way Agent

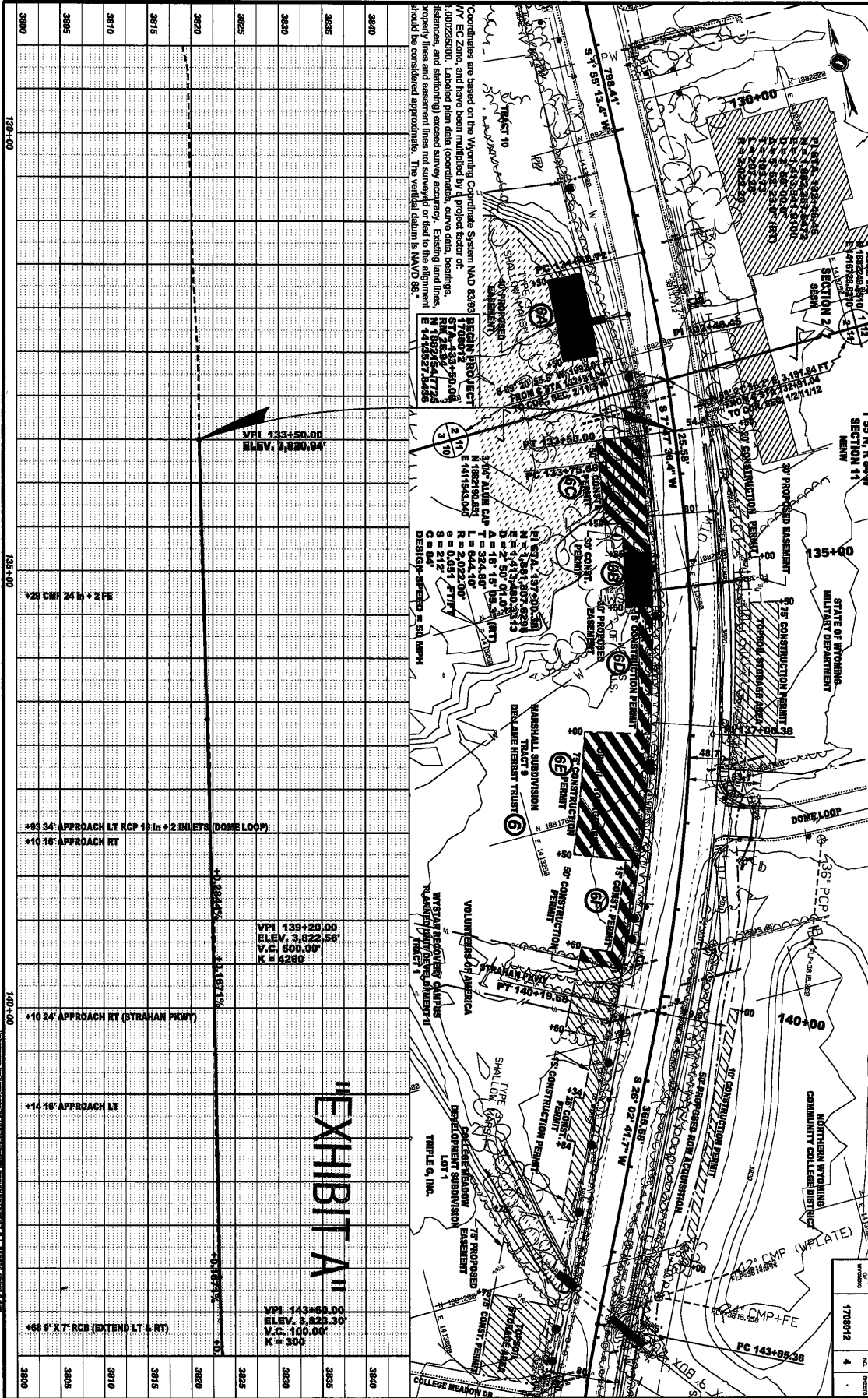
Landowner:

  
Dellamae Herbst, Trustee

  
Date



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**NO. 2022-777577 AFFIDAVIT - LEGAL**  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
WYDOT R/W ATTN LACROIX 5300 BISHOP BLVD  
CHEYENNE WY 82009