



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 Brian C. Dillard and Jodi L. Dillard, husband and wife, as tenants by the entireties with full rights of survivorship, 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 20, 2021

**WYOMING DEPARTMENT OF TRANSPORTATION
PERMIT**

Project: 1708012
Road: Sheridan Streets
Section: Coffeen Avenue
County: Sheridan
Parcel No.: 48

THIS AGREEMENT IS ENTERED INTO between Brian C. Dillard and Jodi L. Dillard, husband and wife, as tenants by the entireties with full rights of survivorship, 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 48 - A parcel of land in Lot 4 of the Harvey Subdivision, situate in the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 14, 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.), 50 feet wide from the northerly boundary of that certain tract of land described in Book 475 at page 289, Document No. 543682 of the Sheridan County records to Sta. 205+24, thence 35 feet wide to Sta. 205+56, thence 10 feet wide to Sta. 205+93, thence 25 feet wide to the southerly boundary of said tract.

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.

COST TO CURE DAMAGES

As part of the consideration listed, the Department shall pay to the Landowner the amount of \$7,250.00, to replace the Landscaping and portion of fence that will need to be removed as part of the construction phase of this project. Estimates were obtained from Landon's Green House for the Landscaping items and First Choice Builders for the removal and replacement of the fence. Copies of these estimates can be found at the back of 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 blue spruce, 10 bushes, 1 lilac bush, and 2 large trees	\$4,250.00
Remove & Replace Fence	Remove and replace 120 feet of fence, detach and reset gate.	\$3,000.00

Should said fencing remain in place at the time of the awarding of this construction project, the fencing will be removed and disposed of or stacked on your property by the Contractor. The Department does not guarantee the condition of the fencing after removal.

APPROACHES

The Department will construct two approaches to the highway at the following locations:

- 18 foot wide approach right of engineering station 205+06±.
- 12 foot wide approach right of engineering station 206+18±.

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"*.

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

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.

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 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:  9-1-21
Emily Worthan, Right of Way Specialist Date

Landowners:

 8/25/21
Brian C. Dillard Date

 8/25/21
Jodi L. Dillard Date

Permit Agreement

Wyoming Department of Transportation and Brian C. Dillard and Jodi L. Dillard, husband and wife, as tenants by the entireties with full rights of survivorship

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