

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 in Sheridan, Wyoming, the attached Agreement between **LJ Wright Ironworks & Design, Inc.**, referred to as "Landowner" and the Wyoming Department of Transportation.

This Affidavit is hereby executed this, the 1st day of April, 2022.



Patrick W. LaCroix, Acquisition Agent
Wyoming Department of Transportation

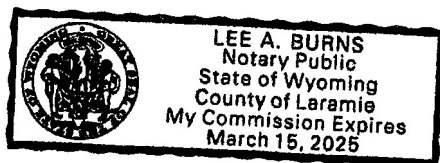
ACKNOWLEDGMENT

THE STATE OF WYOMING)
) §
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me this 1st day of April, 2022, by Patrick W. LaCroix, Acquisition Agent, Wyoming Department of Transportation.

Witness my hand and official seal.

My commission expires: 3/15/25




NOTARY PUBLIC

**WYOMING DEPARTMENT OF TRANSPORTATION
MEMORANDUM OF AGREEMENT**

Project: 1708012
Road: Sheridan Streets
Section: Coffeen Avenue
County: Sheridan
Parcel No.: 60

THIS AGREEMENT IS ENTERED INTO between **LJ Wright Ironworks & Design, Inc.**, 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" revised 11-03-21, 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 conveyance and shall remit the signed and notarized conveyance to the Department for recordation; and

WHEREAS, the Department will prepare a Warranty Deed with the legal description of the property outlined briefly as follows:

Parcel 60 - A parcel of land situate in the NE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 14, T. 55 N., R. 84 W., 6th P.M., Sheridan County, Wyoming. Said parcel contains 2,552± square feet, and is more particularly described in said Warranty Deed.

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.

APPROACH

The Department will construct a 24-foot wide approach to the highway left of engineering station 221+26±. 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 approach, 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 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 60A - A parcel of land situate in the NE¼SW¼, Section 14, T. 55 N., R. 84 W., 6th P.M., Sheridan County, Wyoming, on the left or easterly side, adjoining the easterly right of way line of U.S. Highway 87 (Coffeen Ave.), 30 feet wide from the northerly boundary of that certain tract of land described in Book 534 at page 219, Document No. 2012-696034 of the Sheridan County records to Sta. 223+00, thence 40 feet wide to the southerly boundary of said tract. This parcel contains 10,756 square feet (0.25 of an acre), more or less.

Parcel 60B - A parcel of land situate in the NE¼SW¼, Section 14, T. 55 N., R. 84 W., 6th P.M., Sheridan County, Wyoming, on the left or northerly side, adjoining the northerly right of way boundary of High View Road, 25 feet wide from Sta. 3+86 to Sta. 4+88. This parcel contains 2,539 square feet.

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 or sodded where feasible. The use of the above-described Permit area(s) will commence upon the date of the awarding of the project by the Transportation Commission of Wyoming, and will have a 2-year duration.

COST TO CURE DAMAGES

As part of the consideration listed, the Department shall pay to the Landowner the amount of , for the below listed items. Estimates were obtained from Landon's Green House and First Choice Builders, copies of the estimates can be found at the back of the appraisal report, and RMS Instrument & Electric provided an estimate to reset the electric service to the sign. Landowner will be solely responsible for removing the sign and gates and re-setting the sign and gates upon completed use of the permit area, and for replacing the tree.

Type of Damage	Comments	Amount
Landscaping	1 large Blue spruce Tree	<u> </u>
Remove & Reset On Premise Sign	Remove and Reset sign	<u> </u>
	Remove and reset poles and gates 4	<u> </u>
Electrical For On Premise Sign	Reconnect electric to on premise sign	<u> </u>

The Landowner hereby agrees to remove the sign and gates before construction begins; questions regarding coordination can be directed to the Resident Engineer's office in Sheridan at (307)

Memorandum of Agreement
Wyoming Department of Transportation and LJ Wright Ironworks & Design, Inc
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Revised February 4, 2022

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

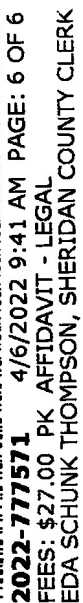
By: 
Patrick W. LaCroix, Acquisition Agent

2-11-22
date

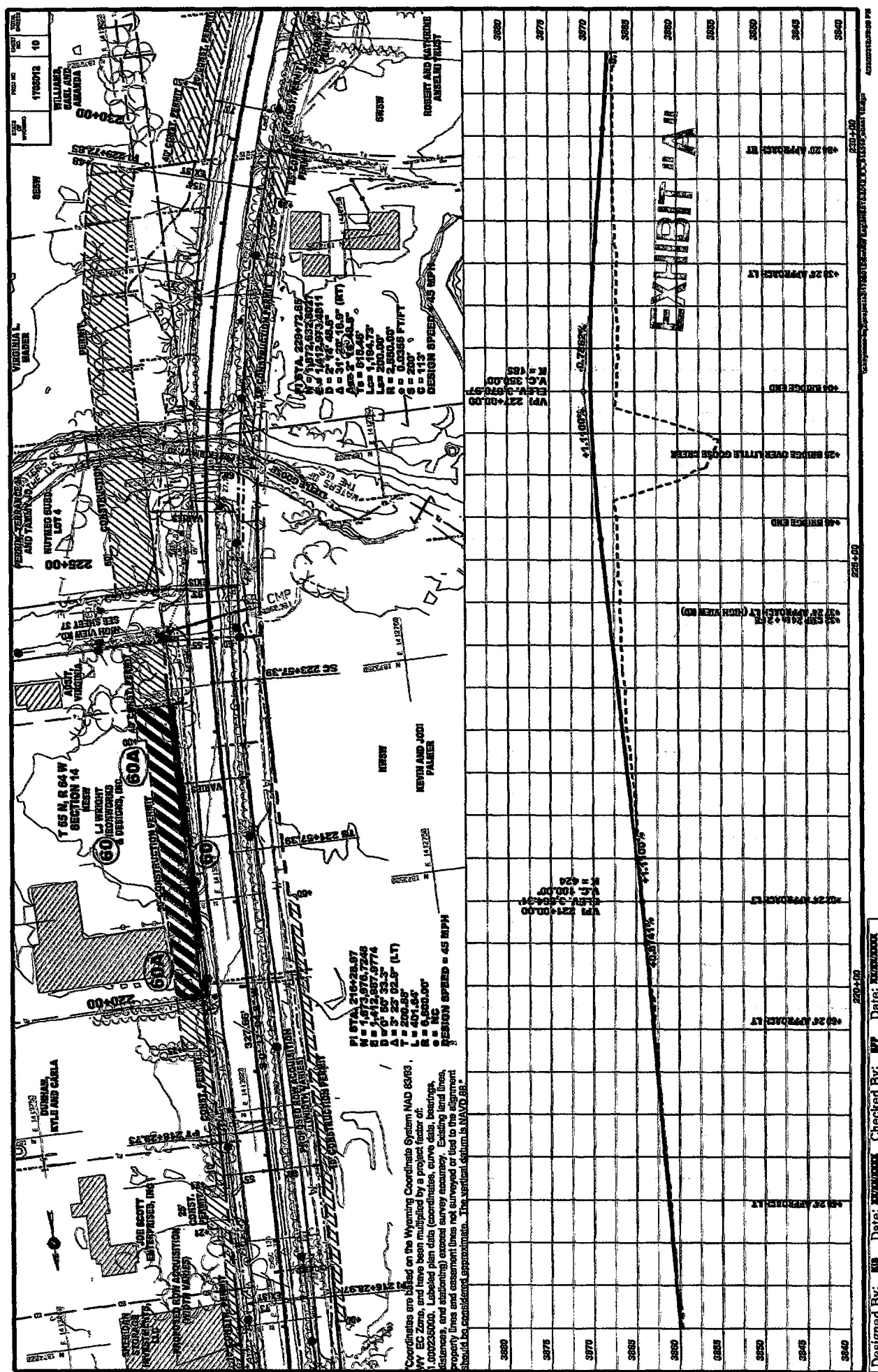
Landowner


LJ Wright Ironworks & Design, Inc.

7 Feb. '22
date



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FEES: \$27.00 PK AFFIDAVIT - LEGAL
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK



NO. 2022-777571 AFFIDAVIT - LEGAL
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
WYDOT R/W ATTN LACROIX 5300 BISHOP BLVD
CHEYENNE WY 82009