

**WYOMING DEPARTMENT OF TRANSPORTATION
PERMIT**

Project: I901117
Road: Montana - Ranchester
Section: Montana State Line South
County: Sheridan
Parcel No.: 4

THIS AGREEMENT IS ENTERED INTO between C.S.C. Land Company, L.L.C., a Wyoming limited liability company, 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 Two Hundred Ninety-Five and 00/100 Dollars (\$295.00) within forty-five (45) working days of the date of the final original signature on this Agreement and the return of the completed W-9 form. 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:

Parcel 4 - WYDOT Project No. I901117

A parcel of land situate in the NE1/4SW1/4, Section 2, T. 57 N., R. 86 W., of the 6th P.M., Sheridan County, Wyoming, described by metes and bounds as follows:

Commencing at the quarter corner common to Sections 29 and 30 of T. 58 N., R. 86 W., monumented by a 3.25 inch Brass Cap, stamped PELS 537, from which a standard WYDOT monument bears S. 58° 51' 47.0" E. a distance of 4,459.75 feet, Basis of Bearing, as shown on that Record of Survey of Interstate-90 North Ranchester Section prepared by Prestfeldt Surveying, for WYDOT project No. I901117;

thence S. 59° 40' 54.5" E. a distance of 16,918.53 feet to the northeasterly right of way boundary of I-90, **THE TRUE POINT OF BEGINNING;**

thence N. 23° 01' 10.1" E. a distance of 100.00 feet;

thence S. 66° 55' 21.6" E. a distance of 200.00 feet;

thence S. 23° 01' 10.1" W. a distance of 100.00 feet;

thence N. 66° 55' 21.6" W. a distance of 200.00 feet to the point of beginning;

The above described parcel of land contains 20,000 square feet (0.46 of an acre), more or less and will be used for sloping and blending.

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 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 a 2-year duration.

STOCKPASS/MACHINERY PASS

The Department will install a precast 16' x 15.5' box culvert under the east and west bound lanes of the interstate at engineering station 433+25± for a livestock/machinery pass. Said pass is for use by the Landowner and those with Landowner's permission. The Department will install 12" crushed base in said culvert and will be responsible for culvert maintenance. The Landowner will be solely responsible for cleaning of the culvert, including snow removal.

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.

PERMANENT RIGHT-OF-WAY FENCE

The Department will construct new "Type B" right-of-way fence (3 strands of barbed wire over 32 inch woven wire on wood posts, spaced according to Department standards) from right of Eng. Sta. 1088+75 to right of Eng. Sta. 1090+75. 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. 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:  7.26.24
Patrick W. LaCroix, Acquisition Agent date

Landowner:

 7/26/2024
C.S.C. Land Company, L.L.C. date