



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 Triple G Inc., a Wyoming Corporation, 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 19th day of October, 2021.

Jenifer Viste, Lands Management Specialist
 Wyoming Department of Transportation

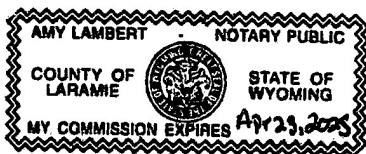
ACKNOWLEDGMENT

THE STATE OF WYOMING)
) §
 COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me this 19th day of
October, 2021, by Jenifer Viste, Lands Management Specialist, wydot.
 for the Wyoming Department of Transportation.

Witness my hand and official seal.

My commission expires: Apr 23, 2025



Amy Lambert
 NOTARY PUBLIC

October 01, 2021

**WYOMING DEPARTMENT OF TRANSPORTATION
PERMIT**

Project: 1708012
Road: Sheridan Streets
Section: Coffeen Avenue
County: Sheridan
Parcel No.: 8

THIS AGREEMENT IS ENTERED INTO between Triple G, Inc., a Wyoming Corporation, 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 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 8B - A parcel of land in Lot 1, College Meadow Development 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. 140+38 to Sta. 141 +34, thence 25 feet wide to Sta. 141+84, thence 15 feet wide to the southerly boundary of said Lot 1. Containing 6,910 square feet (0.16 of an acre) more or less.

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.

APPROACHES

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

- a. 24 foot approach to the highway right of Eng. Sta. 140+10±
- b. 16 foot field approach to the highway left of Eng. Sta. 141+58±

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 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 8B - A parcel of land in Lot 1, College Meadow Development 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. 140+38 to Sta. 141 +34, thence 25 feet wide to Sta. 141+84, thence 15 feet wide to the southerly boundary of said Lot 1. Containing 6,910 square feet (0.16 of an acre) more or less.

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 "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.

COST TO CURE DAMAGES

As part of the consideration listed, the Department shall pay to the Landowner the amount of _____ to replace the following items that will be removed as part of the construction phase of this project. Estimates were obtained from Landon's Green House and First Choice Builders, and copies 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 all landscaping and sod around Landons Green House sign.	
Remove & Reset On Premise Sign		

CONTINUAL ACCESS

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

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.

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.



October 01, 2021

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: 
Jenifer Viste, Right of Way Agent

10/19/21
Date

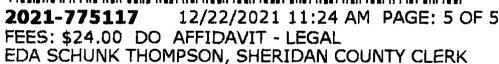
Landowner:

Wayne I. Gray, President
Triple G, Inc.

10/6/21
Date

Triple G, Inc.

Date



2020-11-17 11:24 AM PAGE: 5 OF 5
2021-775117 12/22/2021 11:24 AM
 FEES: \$24.00 DO AFFIDAVIT - LEGAL
 EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

