

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 **Woodland Creek Estates, LLC, a Wyoming limited liability company**, 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

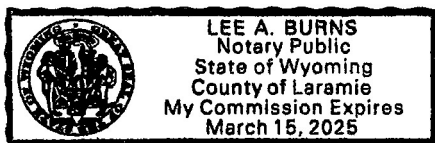
ACKNOWLEDGMENT

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
PERMIT**

Project: 1708012
Road: Sheridan Streets
Section: Coffeen Avenue
County: Sheridan
Parcel No.: 40

THIS AGREEMENT IS ENTERED INTO between **Woodland Creek Estates, LLC**, 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 ~~_____~~ 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 contractors, permission to enter upon the following area for construction purposes:

Parcel 40A - A parcel of land in Lot 4 and 5 of the Woodland Creek Estates Subdivision, situate in the NW $\frac{1}{4}$ 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.), 10 feet wide from the northerly boundary of said Lot 5 to Sta. 194+55, thence 50 feet wide to the northerly right of way boundary of Creek Drive.

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 a 2-year duration.

ACCESS DURING CONSTRUCTION

The Department will maintain safe access to Landowner's land at all times during construction of 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 at least 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.

COST TO CURE DAMAGES

As part of the consideration listed, the Department shall pay to the Landowner the amount of ~~_____~~ to remove three signs from the Permit area prior to the construction phase of this project. An estimate was obtained from First Choice Builders, and can be found at the back of the appraisal report. Landowner will be solely responsible for removing the signs and re-setting them upon completed use of the permit area.

The Landowner hereby agrees to remove the signs before construction begins; questions regarding coordination can be directed to the Resident Engineer's office in Sheridan at (307) 674-2300 to avoid any conflicts with construction. If the signs have not been removed prior to construction, the Department may move them at the Landowners expense. Should it be necessary for the Department, the Department does not guarantee the condition.

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: 
Patrick W. LaCroix, Acquisition Agent

1-20-22
date

Landowner


Woodland Creek Estates, LLC

1-20-22
date

