



## 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 **Kevin T. Palmer and Jodi Palmer, husband and wife**, referred to as "Landowner" and the Wyoming Department of Transportation.

This Affidavit is hereby executed this, the 29<sup>th</sup> day of July, 2022.

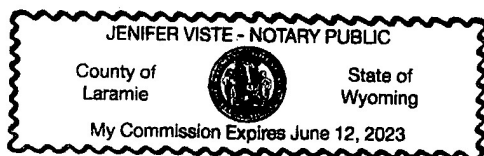
  
Patrick W. LaCroix, Acquisition Agent  
Wyoming Department of Transportation


## ACKNOWLEDGMENT

THE STATE OF WYOMING )  
 ) §  
COUNTY OF LARAMIE )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of July, 2022, by Patrick W. LaCroix, Acquisition Agent, Wyoming Department of Transportation.

Witness my hand and official seal.



  
NOTARY PUBLIC

**WYOMING DEPARTMENT OF TRANSPORTATION  
MEMORANDUM OF AGREEMENT**

**Project:** 1708012  
**Road:** Sheridan Streets  
**Section:** Coffeen Avenue  
**County:** Sheridan  
**Parcel No.:** 57

THIS AGREEMENT IS ENTERED INTO between **Kevin T. Palmer and Jodi Palmer, husband and wife, as tenants by the entirety with rights of survivorship**, 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", 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 57** - A parcel of land in situate in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ , Section 14, T. 55 N., R. 84 W., 6th P.M., Sheridan County, Wyoming. Said parcel contains 0.82 acre, more or less, 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.

#### APPROACHES

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

- a. A 16 foot wide approach right of engineering station 215+47±, and
- b. A 20 foot wide approach right of engineering station 229+84±.

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 57A** - A parcel of land in situate in the NW¼SW¼, Section 14, T. 55 N., R. 84 W., 6th P.M., Sheridan County, Wyoming, on the right or westerly side, adjoining the westerly right of way line of U.S. Highway 87 (Coffeen Ave.), 10 feet wide from Sta. 216+00 to Sta. 221+00. This parcel contains 5,122 square feet (0.12 of an acre), more or less. Said parcel will be used for slope blending and approach construction.

**Parcel 57B** - A parcel of land in situate in the W¼SW¼, Section 14, T. 55 N., R. 84 W., 6th P.M., Sheridan County, Wyoming, on the right or westerly side, adjoining the westerly right of way boundary of U.S. Highway 87 (Coffeen Ave.), 15 feet wide from the northerly boundary of that certain tract of land described in Book 477, page 601 of the Sheridan County records to Sta. 229+39, thence 25 feet wide to the southerly boundary of said tract. This parcel contains 6,048 square feet. Said parcel will be used for slope blending and approach construction.

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 areas 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.



2022-780613 8/4/2022 1:53 PM PAGE: 3 OF 7  
FEES: \$30.00 KH AFFIDAVIT - LEGAL  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Memorandum of Agreement

Wyoming Department of Transportation and Kevin T. Palmer and Jodi Palmer  
2 of 4



**2022-780613** 8/4/2022 1:53 PM PAGE: 4 OF 7  
 FEES: \$30.00 KH AFFIDAVIT - LEGAL  
 EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

### 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 smooth wire placed on wood posts and spaced according to Department standards. Said fence is to be maintained by the Department. 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            for the landscaping that will be removed as part of the construction phase of this project and the fence and gate that need to be removed prior to construction. Estimates were obtained from Landon's Green House and First Choice Homebuilders; copies of the estimates can be found at the back of the Appraisal Report. The Landowner at their sole expense will be responsible for replacing the below-listed items.

Type of Damage	Comments	Amount
Landscaping	10 evergreen trees and 16 small trees.	<u>          </u>
Remove and Reset Entry	Remove entry poles, 35' barbed wire fence on wood posts, and cattle-gate, and reset after construction in the Permit area is complete.	<u>          </u>

### MORTGAGE

If applicable, the Landowner will obtain a partial release of Mortgage covering the property and improvements being conveyed to the Department. The Landowner will provide the names of all Mortgage Holder(s) and their addresses that have a vested interest in the property being conveyed. The Department will be responsible for any and all reasonable mortgage release fees and any and all reasonable penalty costs for prepayment of any preexisting recorded mortgage against the property.

### 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. 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.*







