



4/26/2024

HAND DELIVERED

EUGENE E JR & MARGARET E PUGH
485 S 5th St.
Lander, WY 82520

RE: Project: Lander Sidewalk Improvements
Parcel: 43
Updated Written Offer Letter

Dear EUGENE E JR & MARGARET E PUGH:

The City of Lander was a recipient of a Transportation Alternatives Program (TAP) grant from the Wyoming Department of Transportation (WYDOT) for the upcoming Lander Sidewalks Improvement project.

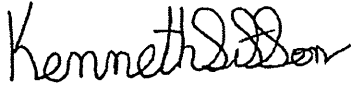
The Lander Sidewalks Improvement project is located within the city limits of Lander Wyoming. Through the grant, the Lander Sidewalks Improvements project will include the installation of sidewalk for Safe Route corridors approximately 3,825 feet of 4-inch sidewalk, 600 feet of curb and gutter, and 750 feet of 6-inch driveway. This project will also include the installation of Rectangular Rapid Flashing Beacons (RRFBs).

The Lander Sidewalks Improvement project that is being implemented will affect property owned by you and will require certain property and/or property rights to be acquired by the City of Lander. The brochure enclosed, "**Acquisition Acquiring Real Property For Federal and Federal-Aid Programs and Projects**" provides information regarding your rights and to serve as a guide during this acquisition process.

On behalf of the City of Lander, we've been authorized to present an offer to you in the amount of \$14,405.00, based off negotiations.

If you have any questions or concerns, please do not hesitate to contact me at:
kenneth.sisson@hdrinc.com; mason.schuricht@hdrinc.com or, call me at 307.365.1505;
307.365.5355.

Respectfully,



Kenneth Sisson
HDR, Right of Way Agent

Enclosures

Written Summary Statement

Booklet: Acquisition Acquiring Real Property For Federal and Federal-Aid Programs and
Projects

Temporary Construction Easement Agreement

Permanent Sidewalk Easement

IRS Form W9

Acknowledgment of Receipt

I certify that I have received a copy of this letter, along with the above enclosures.



Signature of Owner

SIGNATURE ABOVE DOES NOT CONSTITUTE ACCEPTANCE OR REJECTION OF OFFER

I certify that, on this _____ day of _____, 2024 a copy of this Document and a copy of the
Acquisition Brochure was delivered by me to the above-named landowner and that they refused
to sign this document.

Signature of Agent

TEMPORARY CONSTRUCTION EASEMENT

This TEMPORARY CONSTRUCTION EASEMENT (hereinafter referred to as "Easement" or "Agreement") is made and entered into by and between EUGENE E. PUGH JR. and MARGARET E. PUGH, husband and wife, the address of which is 485 S 5th St. Lander, WY 82520, their successors, and assigns (hereafter referred to as "Grantor") and the City of Lander the address of which is 240 Lincoln Street, Lander, WY 82520 (hereinafter referred to as "Grantee").

RECITALS

WHEREAS, Grantor owns and desires to declare and establish in, under, over and across that certain real property in Fremont County, Wyoming that is more particularly described on and shown on, Exhibit "A" attached hereto and incorporated herein (the "Burdened Properties"), an express, non-exclusive temporary construction easement in gross to and for the benefit of Grantee, according to the terms and conditions set forth herein.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, receipt and sufficiency of which is hereby acknowledged and confessed, Grantor and Grantee do hereby agree as follows:

1. **Grant of Non-Exclusive Easement.** Grantor hereby declares and establishes for the benefit of Grantee and Grantee's employees, agents, contractors and licensees, a non-exclusive construction easement in gross in, under, over and across the Burdened Properties (the "Easement") for the purposes of grading, constructing, replacing, installing, inspecting, repairing, altering, substituting or other related construction activities related to the Gannett Peak Sidewalk Project on the Burdened Properties.

2. **Improvement and Maintenance.** The construction of the Gannett Peak Sidewalk Project shall be completed by Grantee at Grantee's sole cost and expense. The Grantee shall replace, in kind, all landscaping, grasses, and other disturbed items required to be removed to facilitate construction activities.

3. **Reservation.** Grantor reserves unto itself, its guests, invitees, legal representatives, heirs, successors and assigns, the right to use the surface and subsurface of the Easement, provided such use does not unreasonably impair, interfere with or obstruct the use of the Easement by Grantee. Grantor further reserves unto itself, its heirs, successors and assigns, the right to grant additional easements in, under, over and across the Burdened Properties for any purpose as Grantor deems necessary in Grantor's sole discretion that does not unreasonably impair, interfere with or obstruct the use of the Easement by Grantee.

4. **No Merger.** This Agreement and the Easement and rights declared and established herein are intended to remain separate from the Grantor's fee simple interest in the Burdened Properties and shall not merge therewith.

5. **Construction.** Any recitals in this Agreement are represented by the parties to be accurate and constitute a part of the substantive agreement. This Agreement shall be construed in accordance with the laws of the State of Wyoming. Venue is in Fremont County, Wyoming.

6. **Enforcement.** If any party hereto fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, all court costs and all reasonable attorneys' fees (including the costs of in-house counsel) regardless of whether litigation is commenced.

7. **Term.** The easements, covenants, conditions and restrictions contained in this Agreement shall be effective for two (2) years commencing on the date the construction contemplated herein commences upon the Burdened Property.

8. **No Assumption of Liability.** Grantor, by granting, declaring and establishing the Easement, does not assume any responsibilities or liabilities with respect thereto, nor shall Grantor at any time incur any liability for failure to comply with any law, ordinance, regulation or order with respect to this Agreement and the Easement.

9. **Easement In Gross.** The Easement granted herein is an easement "in gross" and is personal to Grantee and Grantee's employees, agents, contractors and licensees, for their sole and exclusive use, and shall not be construed in any manner to create or grant any rights to the public generally, to any other person or entity, or to the owner of any property to use or enter upon the Burdened Properties. Grantee shall not have the right to lease or otherwise permit the use of the Burdened Properties by any other person or entity other than to Grantee's employees, agents, contractors and licensees, nor shall Grantee assign any of the rights, privileges, duties or obligations of Grantee hereunder except as provided for herein, without the prior written consent of Grantor.

10. **Warranties.** Grantor makes no representations or warranties, express or implied, in connection with the Easement, whether of title, fitness of use, condition, purpose, or of any other nature. Notwithstanding the foregoing, Grantor represents and warrants that Grantor has the authority to grant the Easement contained herein.

11. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

12. **Entire Agreement; Modification.** This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the parties; provided, however, that such amendment or termination shall be properly recorded in the Office of the Clerk of Fremont County, Wyoming as a condition to its effectiveness.

13. **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such

counterparts together shall constitute but one Agreement.

14. **Binding Effect.** This Agreement shall be binding on the parties hereto, their heirs, successors and assigns.

DATED this 4TH day of June, 2024.

>>>> SIGNATURES APPEAR ON FOLLOWING PAGES <<<<<

GRANTOR:

By: Eugene E. Pugh, Jr.
Eugene E. Pugh, Jr.

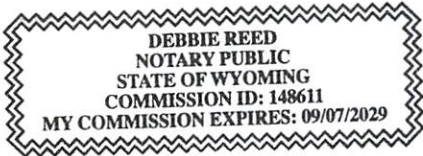
By: Margaret E. Pugh
Margaret E. Pugh

STATE OF Wyoming)
) ss
COUNTY OF Fremont)

The foregoing Temporary Construction Easement was acknowledged before me
by EUGENE E. PUGH JR and MARGARET E. PUGH, this 4 day of June, 2024.

WITNESS my hand and official seal.

(Seal)



Debbie Reed

Notary Public

My commission expires: 9-7-2029

SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Eugene E. Pugh, Jr. and Margaret E. Pugh, of 485 S. 5th Street, Lander, WY 82520 their heirs, successors, and assigns, hereinafter known as Grantor(s), owners of real property herein described; in consideration of Ten and No/100 Dollars (\$10.00) and for other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, CONVEYS AND WARRANTS TO **THE CITY OF LANDER**, a Wyoming Municipal Corporation, of 240 Lincoln Street, Lander, Fremont County, Wyoming, 82520, the following described permanent non-exclusive sidewalk in, on, over, under, across, and through that property on the Legal Description found and shown on the easement sketch "Exhibit A", attached hereto and by this reference made a part hereof.

The above-described permanent sidewalk easement is to be used to locate, construct, maintain, repair and use a perpetual right of way for public access and walkway, including all appurtenances thereto.

The City of Lander is to have and to permanently hold the above-described land for the uses and purposes hereinabove described. The Grantor(s) agrees that it (they) will not construct, plant or cause to be placed within the limits of this said easement any obstacle of a permanent nature. If any obstacle or thing is placed within the limits of this easement by the grantor(s), his representative or agent, the grantor(s) will in no way hold the City of Lander, Wyoming or its assigns liable for any damage done thereto during any period of construction, maintenance, or repair to the same drainage easement.

The rights granted herein shall not be construed to interfere with or restrict the Grantors and assigns from the use of the premises with respect to the construction and maintenance of improvements along or adjacent to the premises herein described so long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of said sidewalks. Grantor(s), their heirs, successors and assigns, hereby waive and release Grantee from any and all claims for damages or compensation either now or in the future arising by reason of the use of said land for the purposes described herein.

This Agreement is binding upon the heirs, executors, administrators, successors and assigns of both parties hereto and it is understood that this agreement cannot be changed or altered in any way except by writing, legally signed by both parties concerned herewith.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, we have here unto set our hands this 4TH day of June, 2024, herby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

GRANTOR:

Eugene E Pugh
Eugene E. Pugh, Jr.

GRANTOR:

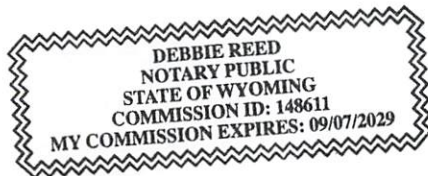
Margaret E. Pugh
Margaret E. Pugh

STATE OF Wyoming ss.
COUNTY OF Fremont

The forgoing instrument was acknowledged before me by EUGENE E. PUGH JR. and MARGARET E. PUGH this 4 day of June, 2024.

Witness my hand and official seal.

(Seal)



Debbie Reed
Notary Public

My Commission Expires:

9-7-2029

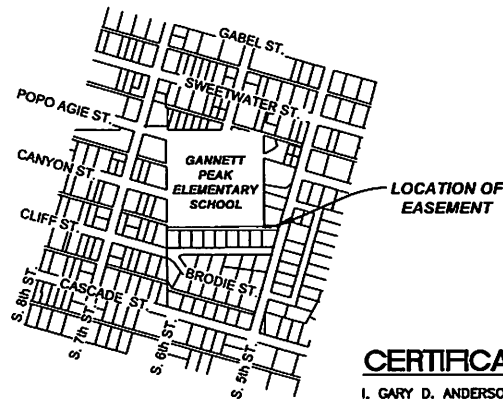
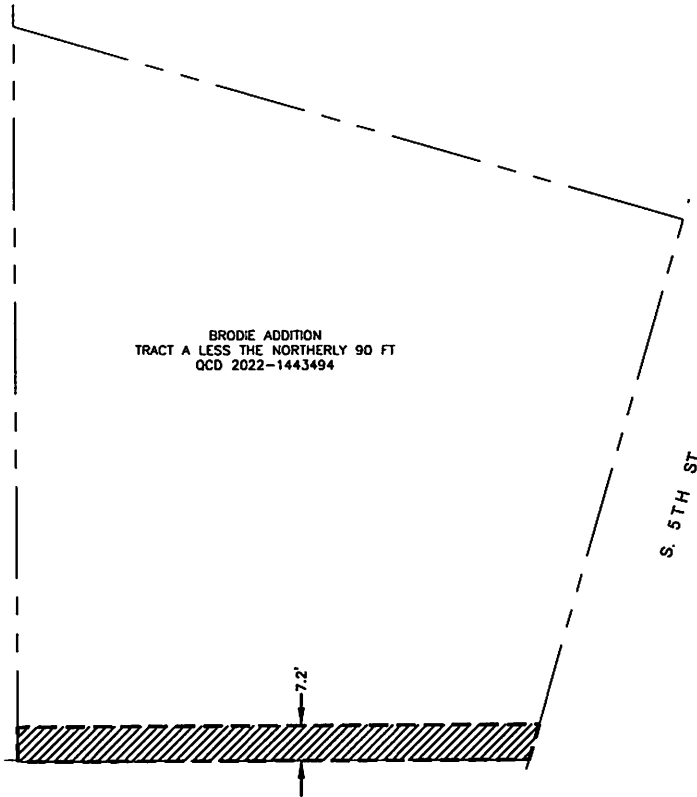
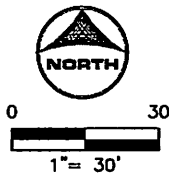
EXHIBIT A

PERMANENT EASEMENT

A Permanent Easement in Tract A, less the northerly 90 feet, located in the Brodie addition to the City of Lander, recorded in the Fremont County, Wyoming Clerk's Office, in the NE1/4 SW 1/4 of Section 18, Township 33 North, Range 99 West, 6th P.M., Fremont County, Wyoming, more particularly described as follows:

The south 7.2 feet of said Tract A.

Said permanent easement containing 757.95 square feet, or 0.017 acres more or less.



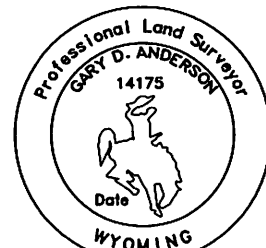
VICINITY MAP
SCALE NOT TO SCALE

LEGEND

- PROPERTY LINE
- ||||| PERMANENT EASEMENT

CERTIFICATE OF SURVEYOR

I, GARY D. ANDERSON, A REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, HEREBY CERTIFY THAT THE MAP AND LEGAL DESCRIPTION SHOWN HEREON WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION FROM A SURVEY AND ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



AREA DATA
PERMANENT EASEMENT 757.95 SQ.FT OR 0.017 AC MORE OR LESS



PERMANENT EASEMENT FREMONT COUNTY, WYOMING

PROJECT # 10328203	DATE 3/12/2024
DRAWN BY GDM/JEO	FIGURE EXHIBIT A
CHECKED BY GDA	