

**PLANNING & ZONING**  
**May 01, 2025**  
**5:30 PM**  
**City Hall**



**Chairman:**  
John Gudger  
**Vice Chairman:**  
Chris Volzke  
**Members:**  
John Bryson  
Nick Sterling  
Robin Baye

**AGENDA**  
**MILLS CITY PLANNING COMMISSION**

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***ITEMS ON THIS AGENDA ARE SUBJECT TO A PUBLIC HEARING BEFORE THE CITY COUNCIL FOR FINAL ACTION***

**CALL TO ORDER**

**CONSENT AGENDA**

**Minutes**

- [1.](#) Approval of minutes from April 3, 2025

**AGENDA ITEM**

- [2.](#) 25.03 FSP – Casper Creek Addition Final Plat
- [3.](#) 25.04 FSP – Elrod Addition No. 2 Final Plat

**PUBLIC COMMENT** - Public comment is a time when citizens may bring forth items of interest or concern that are not on the agenda. Please note no formal action will be taken on these items during this time. However, they may be scheduled on a future posted agenda if action is required.

**ADJOURNMENT**

**AGENDA SUBJECT TO CHANGE WITHOUT NOTICE**

**NEXT MEETING - XX:XX PM DAY, MONTH XX, 20XX**

In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact City Hall at 307-234-6679 within 48 hours prior to the meeting in order to request such assistance.

# Mills Planning & Zoning Board Meeting Minutes

April 3, 2025

Item # 1.

**Board Members Present:** Chairman John Gudger, Vice-Chairman Chris Volzke, and Member Robin Baye

**City Staff in Attendance:** Megan Nelms, City Planner, Sabrina Kemper, Community Development Director, and Sarah Osborn, City Clerk

Chairman John Gudger called meeting to order at 5:32pm on April 3, 2025, as a quorum was present.

## CONSENT AGENDA

### Minutes

#### 1. Approval of minutes from March 6, 2025

- a. Board Member Chris Volzke made a motion to approve the minutes. Board Member Robin Baye seconded the motion. Chairman Gudger called for a vote to pass the minutes of the March 5, 2025 P&Z meeting. All ayes, motion passed.

## AGENDA ITEM

#### 2. 25.02 DEV – Cross Country Freight Development Plan

- a. Chairman Gudger asked Megan to provide a summary
- b. Megan detailed the Commercial Site Plan, stating the applicant is proposing to construct a 4,300 square foot warehouse with associated loading docks and areas for a commercial transportation business. The property is located on Lots 11 & 12, Opportunity Subdivision, off TKS Ct just west of Salt Creek Hwy. The rear of the lots adjoins the intersection of Salt Creek Hwy and MJB Rd. It is zoned Light Industrial. The planning commission is tasked with reviewing development proposed development plans to ensure the site plan complies with all applicable regulations and for this case the application's been submitted for construction of the industrial warehouses as stated the site encompasses two lots totaling just under 5.0-acres. No structures are planned across the lot line and all required setbacks from structures are met.

##### i. Planning Considerations

1. Per Section 40.40 of the LDRs, a minimum of 4% of the site must be landscaped. Undisturbed, natural vegetation areas do not count towards required landscaping. The applicant has shown a landscaped area at the front of the proposed warehouse.
  - a. Provide additional information:
    - i. Revise the total area proposed to be landscaped on the site plan checklist
    - ii. Summary narrative of landscaping plan
    - iii. List of materials to be used in landscaping
  - b. Megan noted that she did forward a proposed landscaping plan concept earlier in the day.
2. Provide a final pavement design report for all parking and loading areas.
3. Enter into an approved Site Plan Agreement upon approval of the Development Plan.
4. Obtain all required building permits for construction, including all site lighting and on premise signage.
5. A single address will be assigned after approval of the site plan.

## Mills Planning & Zoning Board Meeting Minutes

April 3, 2025

Item # 1.

- c. Staff Recommendations
  - i. Staff recommends APPROVAL of the development plan upon all planning considerations being completed.
- d. Megan opened the floor for questions
  - i. Chairman Gudger questioned the landscape plan sent earlier in the day, stating that it was very generic and doesn't indicate the part of the site the landscaping was located. He also mentioned that there wasn't enough area around the trees to make sure they survived the harsh winters. He asked Megan if they are meeting the 4% requirement. Megan confirmed that they are meeting the 4%. She calculated the 4% again to make sure. The landscaped area came out to 2,900 square feet with is correct. The area is located near the front door on the plans sent earlier today. Chairman Gudger agreed they meet the requirements.
  - ii. Member Baye had a question about the storm water detention pond, asked if the landscaping butted up to the pond, asked if it will interfere. Megan asked Jason Myers with WLC Engineering to come forward and answer the question. Jason explained that it was going to be vegetated with native grass and the strip of landscaping that is shown on the plan behind the curb is an area 4-5 feet behind the curb, it is flat and that is where the plants will go. It will not be into the detention area. Member Baye asked if the majority of the lot is going to be asphalt and everything is set up as far as run off. Megan responded yes, the drainage study was included in the packet. Megan said she had the same questions and the packet was reviewed by Mr. Williams, the city engineer. He signed off on the location of the detention pond and the drainage study.
- e. Member Volzke wanted to make a general comment not related to this application. Just in general if a landscape plan had not been given to the board today, I feel the board would have tabled or denied this request. The application would have been incomplete. He didn't have a question but wanted it on the record that on a consistency standpoint, they would like a complete packed to discuss each month. As far as Agenda Item 2, he feels that the plan presented is consistent with what they would expect in that area, feels the development zoning is correct, and the considerations are reasonable.
  - i. Member Baye asked what kind of trucks the building will be bringing in, singles or doubles. The response was singles.
- f. Chairman Gudger stated that he feels that the board will need a preliminary development plan review before it comes to the board, so that they can avoid missing parts of an application.
- g. Chairman Gudger asked for a motion to approve the application in conjunction with addressing the city planning comments. Vice-Chairman Volzke made a motion for a due-pass on the development plan, he noted Megan's comment about adding a narrative to the landscaping, just so there is documentation. Member Baye seconded the motion. All ayes, motion passed.
- 3. Chairman Gudger asked Megan if there is anything the city can do like a preliminary review, before the applications go to P&Z board to make sure the application is complete. Megan responded, that the staff will start doing sufficiency reviews. Said that there was another applicant that wanted to do a last minute change and she said no and that they will need to resubmit next month. We are making progress and trying not to delay people in their project, but making sure we have enough information to make an informed recommendation. Duly

## Mills Planning & Zoning Board Meeting Minutes

April 3, 2025

Item # 1.

noted we will be doing sufficiency reviews on all applications. Member Baye asked a member of the audience if there was a checklist that would help. The attendee stated a checklist is there and adequate. Megan confirmed there is a checklist but sometimes things slip and at first glance. Chairman Gudger said as long as there is a sufficiency check prior and give the applicant enough time to respond before it comes to the board. Megan agreed and said it would be an internal discussion and right now they don't give themselves enough time between submitting and coming before the board, there about 2 and ½ weeks. She said all good feedback and much appreciated.

- a. Vice-Chairman Volzke commented that they are trying to strike the balance between making sure we're being a business friendly community for development to make sure that people know we have given them proper notice and not pushing them off for the next month. Also want to make sure a sufficient and complete packet in front of us.
4. Chairman Gudger opened the floor for public comments, no one spoke

Chairman Gudger adjourned the meeting at 5:49pm.

## Casper Creek Addition No. 3

### Final Plat

**Planning Commission Meeting**  
May 1, 2025

**City Council Meeting**

**Applicants:** MAHegge, LLC

**Case Number:** 25.03 FSP

**Agent:** Bill Fehringer, CEPI

**Summary:** The applicant is proposing to resubdivide Lot 2, Block 1, Casper Creek Addition and an unplatted tract of land into one 7.87-acre subdivision lot.

**Legal Description:** Lot 2, Block 1, Casper Creek Addition and a portion of the NE1/4, SW1/4, Section 6, T33N, R79W

**Location:** The property is located at the end of the unimproved Dwyer Dr., northwest off Progress Cir.

**Current Zoning:** I-1 (Light Industrial) \*no change of zoning is requested or required.

**Existing Land Use:** There is an existing storage structure on the property and various equipment being stored.

**Adjacent Land Use:** North: B&B Subdivision (I-1)  
South: Casper Creek Subdivision (PLI)  
East: DLD Subdivision (I-1)  
West: Unplatted larger acreage parcels (UA)

### Planning Considerations:

1. Access is shown to be provided via a 30' unimproved access & utility easement (Instrument #893026).
  - i. The access road and cul-de-sac turnaround shall be improved to city standards at the time of development
  - ii. Relocate the fire hydrant to be accessible from the right-of-way/turnaround
  - iii. Submit road design plans & discuss installation timeline

2. Enter into a Subdivision Improvements Agreement providing for the construction and payment of all, or part of, required public improvements for review and approval by the City Engineer.
  - a. Provide an irrevocable letter of credit, or other financial guarantee acceptable to the City in an amount no less than 125% of the estimated cost of the unfinished improvements, if applicable.

### **Items of note prior to application for a Development Plan**

There are numerous items that must be submitted prior to approval of a Site Development Plan and development of the proposed subdivision lot. The following is provided in an effort to advise applicants of the requirements prior to development:

1. A drainage study completed by a Wyoming licensed engineer. Any on-site detention areas should be evaluated and easements placed on the plat, as applicable.
2. Submit a narrative describing plans for connection and construction of water and sewer infrastructure:
  - a. Public water service is required to be provided to each lot at the time of development. Items that should be planned for prior to submittal of a Development Plan application include:
    - i. Obtain DEQ permit to construct for extension of the water main
    - ii. Construct the water main to the boundary of Lot 1
  - b. Public sewer service is required to be provided to each proposed lot at the time of development.
    - i. Submit information on how sewer service will be provided
    - ii. Obtain all required permits for construction and connection to public sewer service.

### **Staff Recommendation:**

Staff recommends APPROVAL of the final plat upon completion of all planning considerations.

### **Planning Commission Recommendation:**

### **City Council Decision:**





**CITY OF MILLS**  
**APPLICATION FOR PLAT/REPLAT**  
 Pursuant to the City of Mills Zoning Ordinance

City of Mills, Wyoming  
 704 4<sup>th</sup> Street (Physical Address)  
 P.O. Box 789 (Mailing Address)  
 Mills, Wyoming 82644

Date: \_\_\_\_\_  
 Return by: \_\_\_\_\_  
 (Submittal Deadline)  
 For Meeting on: \_\_\_\_\_

**PLEASE PRINT**

**SINGLE POINT OF CONTACT:** Bill Fehringer

**APPLICANT/PROPERTY OWNER(S) INFORMATION:**

Print Owner Name: MAHegge, LLC  
 Owner Mailing Address: \_\_\_\_\_  
 City, State, Zip: Mills, WY 82644  
 Owner Phone: \_\_\_\_\_  
 Applicant Email: \_\_\_\_\_

**AGENT INFORMATION:**

Print Agent Name: CEPI- Bill Fehringer  
 Agent Mailing Address: 6080 Enterprise Drive  
 City, State, Zip: Casper, WY 82609  
 Agent Phone: 307-266-4346  
 Agent Email: \_\_\_\_\_

**PROPERTY INFORMATION:**

Subject property legal description (attach separate page if long legal): Lot 1, Block 1, Casper Creek Addition and a portion of the NE1/4SW1/4, Section 6, T.33N., R.379W.  
 Physical address of subject property if available: 390 Dwyer Dr and 400 Dwyer Dr.  
 Size of lot(s) 5.64AC & 2.23AC sq. ft./acres:  
 Current zoning: Light Industrial Current use: Commercial  
 Intended use of the property: Commercial  
 Zoning within 300 feet: L-I, PL1 Land use within 300 feet: Commercial

**ATTACHMENTS (REQUIRED):**

1. **Proof of ownership:** X (such as deed, title certification, attorney's title opinion)
2. **Seven (7) full sized copies of the plat/replat:** X
3. **One reproducible 11 x 17 plat/replat hard copy:** X
4. **One plat/replat electronic copy (pdf):** X

**RIGHT-OF-WAY / EASEMENT INFORMATION:**

Right-of-Way / Easement Location: Along South line of lot as shown  
 (Example: along west property line, running north & south)

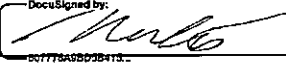
Width of Existing Right-of-Way / Easement: 30' Number of Feet to be Vacated: \_\_\_\_\_

Please indicate the purpose for which the Right-of-Way / Easement is to be vacated / Abandoned  
 \_\_\_\_\_  
 \_\_\_\_\_

**SIGNATURE(S):**

The following owner's signature signifies that all information on this application is accurate and correct to the best of the owner's knowledge; and that the owner has thoroughly read and understands all application information and requirements. [In addition to the owner's signature(s), if an agent of the owner is also to be notified and/or contacted for all communications relating to this application, please have the agent sign below.]

I (We) the undersigned owner(s) of the property described above do hereby make application to the City of Mills as follows:

OWNER Signature 

OWNER Signature \_\_\_\_\_

AGENT Signature \_\_\_\_\_

**FEES (Plat/Replat):** \$10.00 per lot (\$250.00 minimum and a \$1,000.00 maximum), **plus \$150.00 recording fee.**

**For Office Use Only: Signature verified: \_\_\_\_\_ Proof of ownership provided: \_\_\_\_\_ Fee Paid: \$ \_\_\_\_\_**

CITY OF MILLS  
PO BOX 789  
704 FOURTH STREET  
MILLS ,WY 82644 307-234-6679

Receipt No: 1.060755 Mar 6, 2025

MAHegge LLC 

Previous Balance:	.00
Planning	
Plat/ Re-Plat	400.00
10-3200-5210	
Building Permits Income	
Total:	400.00
Check - 	
Check	400.00
Total Applied:	400.00
Change Tendered:	.00

03/05/2025 4:32 PM



## CERTIFICATE OF DEDICATION

STATE OF WYOMING }  
COUNTY OF NATRONA }SS

THE UNDERSIGNED, MAHEGGE, LLC,  
DO HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF  
LAND. THIS PLAT CONSISTS OF AN UNPLATTED PARCEL OF LAND LOCATED WITHIN A PORTION OF THE NE1/4SW1/4  
OF SECTION 6, T.33N., R.79W., 6TH PRINCIPAL MERIDIAN AND IS ALSO A VACATION AND REPLAT OF LOT 2, BLOCK  
1, CASPER CREEK ADDITION, ALL SITUATE WITHIN THE NE1/4SW1/4, OF SECTION 6, T.33N., R.79W., 6TH PRINCIPAL  
MERIDIAN, NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE PARCEL AND THE SOUTHWEST CORNER OF LOT 22, B & B  
SUBDIVISION, ALSO BEING THE NORTHWEST CORNER OF LOT 2, BLOCK 1, CASPER CREEK ADDITION, MONUMENTED BY  
A BRASS CAP;

THENCE N88°00'54"E, ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF SAID B & B SUBDIVISION,  
A DISTANCE OF 660.91 FEET TO THE NORTHEAST CORNER OF LOT 2, BLOCK 1, CASPER CREEK ADDITION,  
MONUMENTED BY A BRASS CAP;

THENCE N87°58'06"E, ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF SAID B & B SUBDIVISION,  
A DISTANCE OF 187.30 FEET TO THE NORTHWEST CORNER OF LOT 2, DLD SIMPLE SUBDIVISION NO. 2;

THENCE S0°34'19"E, ALONG THE EAST LINE OF THE PARCEL AND THE WEST LINE OF SAID LOT 2, DLD SIMPLE  
SUBDIVISION NO. 2, A DISTANCE OF 465.45 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, DLD SIMPLE  
SUBDIVISION NO. 2 AND A POINT ON THE NORTH LINE OF LOT 1, BLOCK 1, CASPER CREEK ADDITION;

THENCE S88°14'47"W, ALONG THE SOUTH LINE OF THE PARCEL AND THE NORTH LINE OF SAID LOT 1, BLOCK 1,  
CASPER CREEK ADDITION, A DISTANCE OF 559.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1,  
CASPER CREEK ADDITION AND A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN  
RAILROAD;

THENCE N40°45'35"W, ALONG THE WEST LINE OF THE PARCEL AND THE EAST RIGHT-OF-WAY LINE OF SAID  
BURLINGTON NORTHERN RAILROAD, A DISTANCE OF 447.47 FEET TO A POINT ON THE WEST LINE OF THE  
NE1/4SW1/4 OF SAID SECTION 6, FROM WHICH THE NORTHEAST CORNER OF TRACT 1, BLACK HILLS ADDITION BEARS  
S00°28'45"E, A DISTANCE OF 309.49 FEET, MONUMENTED BY A BRASS CAP;

THENCE N0°28'45"W, ALONG THE WEST LINE OF THE PARCEL AND THE WEST LINE OF SAID NE1/4SW1/4, A  
DISTANCE OF 114.08 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 7.87 ACRES, (342,972.74 S.F.) MORE OR LESS, AND IS SUBJECT TO ALL  
RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS AND ENCROACHMENTS WHICH HAVE BEEN LEGALLY ACQUIRED.

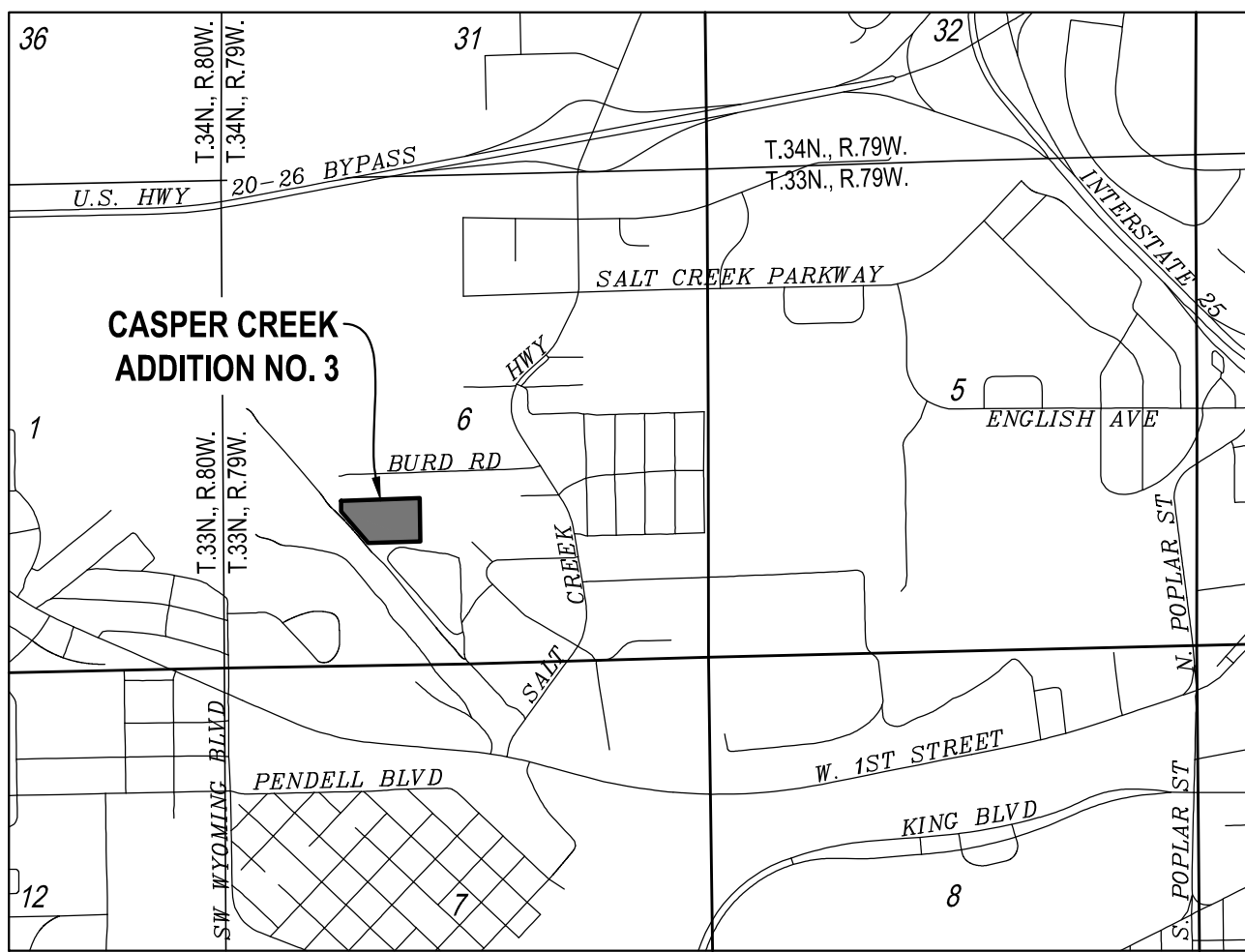
THE TRACT OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE  
WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE  
"CASPER CREEK ADDITION NO. 3" AND THE OWNERS HEREBY GRANT TO THE PUBLIC AND PRIVATE UTILITY  
COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WIRES AND  
PIPES, ANY OR ALL OF THEM, UNDER AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT" AS SHOWN  
ON THIS PLAT. THE TURN AROUND AS SHOWN ON LOT 1 IS HEREBY DEDICATED TO THE USE OF THE PUBLIC.

MAHEGGE, LLC  
P.O. BOX 1416  
MILLS, WYOMING 82644

MALIK HEGGE — MANAGER OF MAHEGGE, LLC

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MALIK HEGGE — MANAGER OF  
MAHEGGE, LLC, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.WITNESS MY HAND AND OFFICIAL SEAL.  
MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

VICINITY MAP  
SCALE: 1"=2000'

## APPROVALS

APPROVED BY THE CITY COUNCIL OF MILLS, WYOMING BY RESOLUTION NO. \_\_\_\_\_, DULY PASSED,  
ADOPTED AND APPROVED THIS \_\_\_\_\_, DAY OF \_\_\_\_\_, 2025.

ATTEST: \_\_\_\_\_ CITY CLERK \_\_\_\_\_ MAYOR

INSPECTED AND APPROVED THIS \_\_\_\_\_, DAY OF \_\_\_\_\_, 2025.

INSPECTED AND APPROVED THIS \_\_\_\_\_, DAY OF \_\_\_\_\_, 2025. CITY ENGINEER

INSPECTED AND APPROVED THIS \_\_\_\_\_, DAY OF \_\_\_\_\_, 2025. CITY SURVEYOR

INSPECTED AND APPROVED THIS \_\_\_\_\_, DAY OF \_\_\_\_\_, 2025. CITY PLANNER

## NOTES

1. ERROR OF CLOSURE = 1:1,521,698.
2. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/2011.
3. CONVERGENCE ANGLE AT POINT OF BEGINNING = 0°39'16.42"  
COMBINED FACTOR = 0.99976937
4. ALL DISTANCES ARE GRID.
5. ELEVATIONS SHOWN ARE FOR REFERENCE ONLY.

## CERTIFICATE OF SURVEYOR

STATE OF WYOMING }  
COUNTY OF NATRONA }SS

I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT  
WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN FEBRUARY, 2025, AND THAT  
THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL BEING  
TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEHRINGER  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

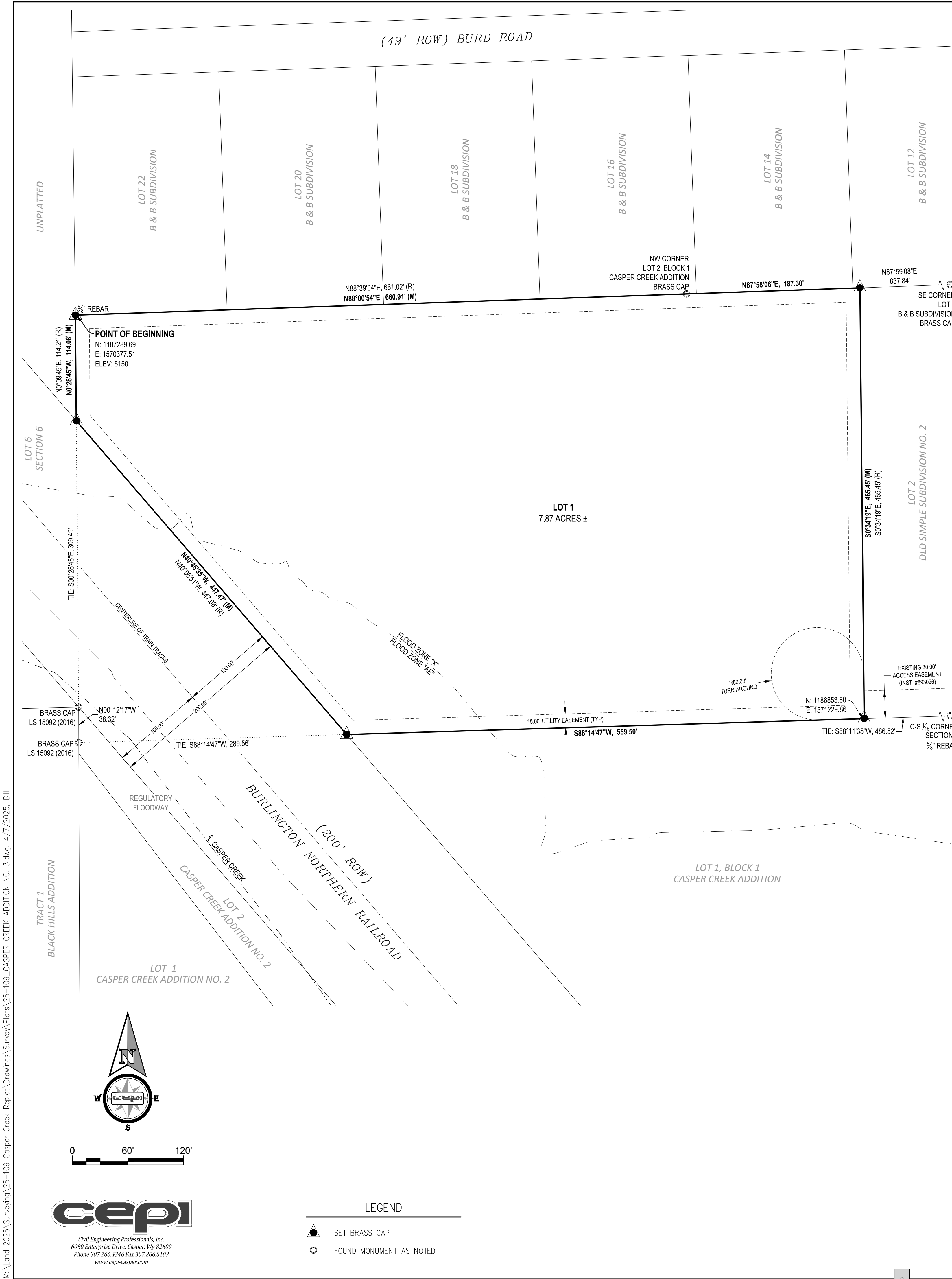
A VACATION AND REPLAT OF LOT 2, BLOCK 1,  
CASPER CREEK ADDITIONAND A PLAT OF A PORTION OF THE NE1/4SW1/4 OF  
SECTION 6, T.33N., R.79W., 6th P.M.

AS

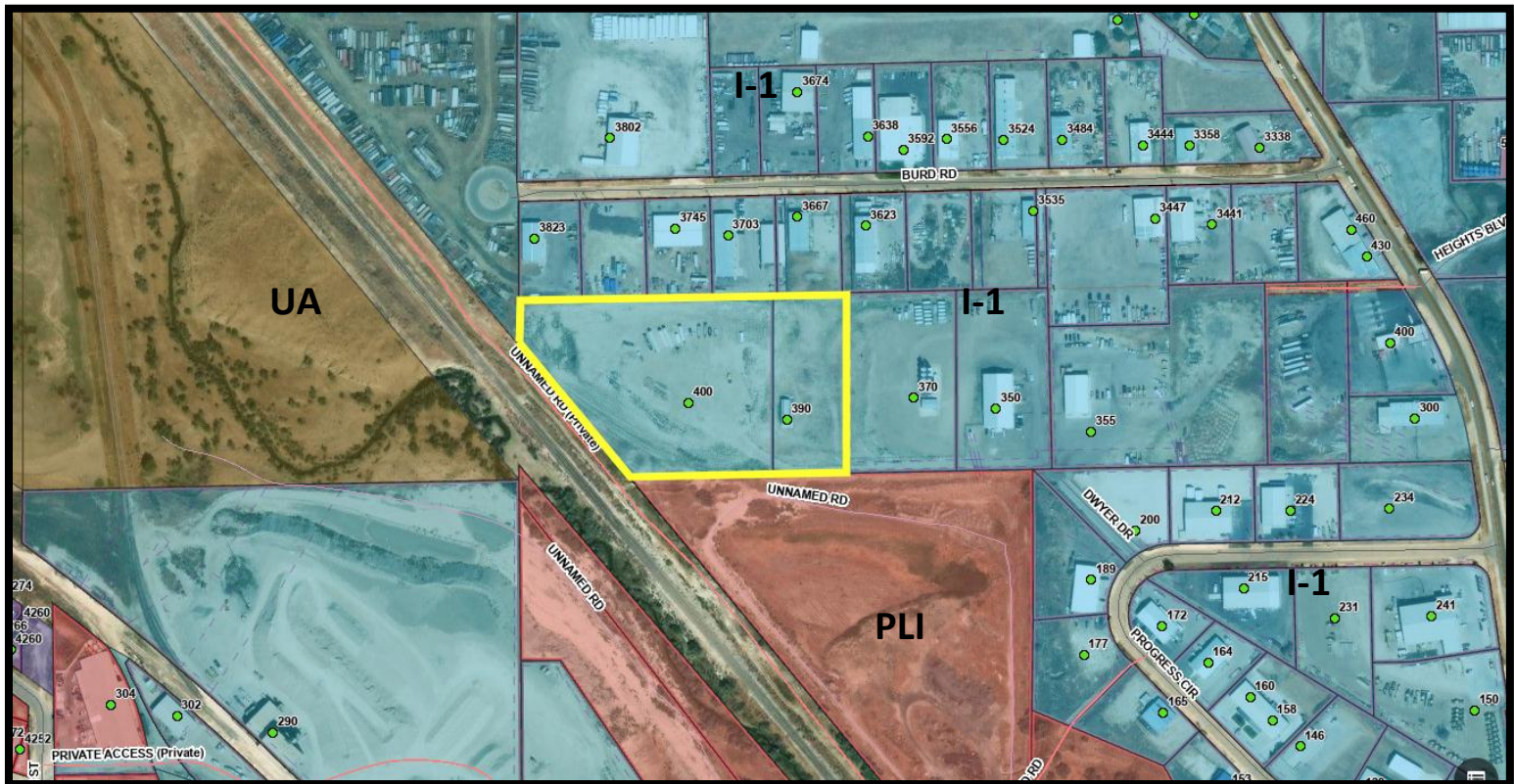
## CASPER CREEK ADDITION NO. 3

AN ADDITION TO THE CITY OF MILLS, WYOMING  
BEING A PORTION OF THE NE1/4SW1/4 OF SECTION 6  
T.33N., R.79W., 6TH P.M.,  
NATRONA COUNTY WYOMING

W.O. 25-109



## Casper Creek Addition No. 3 – Final Plat



## Mills Zoning Districts

<span style="display:inline-block; width:15px; height:15px; background-color: #e67e22; border: 1px solid black;"></span> Mills, C-1: General Commercial	<span style="display:inline-block; width:15px; height:15px; background-color: #f1c40f; border: 1px solid black;"></span> Mills, O-B: Office Business District
<span style="display:inline-block; width:15px; height:15px; background-color: #a66655; border: 1px solid black;"></span> Mills, C-3: Business Service District	<span style="display:inline-block; width:15px; height:15px; background-color: #a6c9ec; border: 1px solid black;"></span> Mills, R-1: Single Family Dwelling District
<span style="display:inline-block; width:15px; height:15px; background-color: #3498db; border: 1px solid black;"></span> Mills, I-1: Light Industrial	<span style="display:inline-block; width:15px; height:15px; background-color: #9b59b6; border: 1px solid black;"></span> Mills, R-2: One and Two Family Dwelling District
<span style="display:inline-block; width:15px; height:15px; background-color: #2980b9; border: 1px solid black;"></span> Mills, I-2: Heavy Industrial	<span style="display:inline-block; width:15px; height:15px; background-color: #8e44ad; border: 1px solid black;"></span> Mills, R-3: Multiple Family Dwelling District
<span style="display:inline-block; width:15px; height:15px; background-color: #f39c12; border: 1px solid black;"></span> Mills, M-H: Manufactured Home District	<span style="display:inline-block; width:15px; height:15px; background-color: #8b4513; border: 1px solid black;"></span> Mills, UA: Urban Agriculture
<span style="display:inline-block; width:15px; height:15px; background-color: #f9cb9c; border: 1px solid black;"></span> Mills, M-P: Manufactured Home Park	<span style="display:inline-block; width:15px; height:15px; background-color: #c8a22e; border: 1px solid black;"></span> Mills, UR: Urban Agriculture Residential
<span style="display:inline-block; width:15px; height:15px; background-color: #e74c3c; border: 1px solid black;"></span> Mills, PLI: Public Land Institutions	

WARRANTY DEED

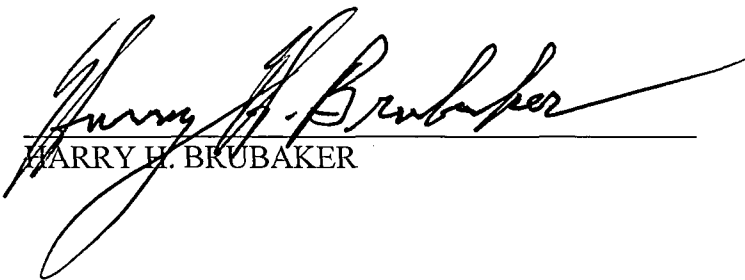
Harry H. Brubaker, a married man dealing with his separate property, Grantor, of Natrona County, and State of Wyoming, for and in consideration of Ten Dollars and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, conveys and warrants to MAHegge, LLC, a Wyoming limited liability company, Grantee, of P.O. Box 1416, Mills, Wyoming, the following described real estate, situate in Natrona County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state, to wit:

A parcel being a portion of the NE¼SW¼, Section 6, Township 33 North, Range 79 West of the 6<sup>th</sup> P.M., Natrona County, Wyoming, being described as follows:

Beginning at a point on the south line of said NE¼SW¼ bearing S.88°53'51"W. a distance of 486.49 feet from the center-south 1/16 corner of said Section 6; thence N.0°05'17"E. a distance of 465.38 feet to a point on the south line of B & B Subdivision; thence S.88°40'00"W. along said south line of said B & B Subdivision a distance of 187.53 feet; thence S.0°05'17"W., a distance of 464.62 feet to a point on the south line of said NE¼SW¼; thence N. 88°53'51"E. along the south line of said NE¼SW¼ a distance of 187.51 feet to the point of beginning.

Subject to easements, reservations, restrictions and covenants set forth in the Chicago Title Commitment Exceptions attached hereto as Exhibit A, together with all matters set forth in the survey attached hereto as Exhibit B and any conditions which a purchaser could discover by way of a reasonably prudent physical inspection of the Property ("Permitted Exceptions").

IN WITNESS WHEREOF, the Grantor has set his hand this 31<sup>st</sup> day of October, 2019.

  
HARRY H. BRUBAKER

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

The above and foregoing Warranty Deed was acknowledged before me by Harry H. Brubaker, this 31<sup>st</sup> day of October, 2019.

Witness my hand and official seal.

[SEAL]

  
Notary Public

My Commission expires:

8/28/2022



**SCHEDULE B, PART II  
Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights or well rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
8. Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.
9. THE LIEN OF ALL ASSESSMENTS AND TAXES FOR THE YEAR 2019 AND THE SUBSEQUENT YEARS.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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10. OWNERSHIP OR TITLE TO ANY MINERALS OR MINERAL INTEREST IS EXCLUDED FROM COVERAGE AND THE EFFECT ON THE SURFACE OF THE LAND OF THE EXERCISE OF ANY SUCH MINERAL RIGHTS IS ALSO EXCLUDED FROM COVERAGE.
11. TERMS AND PROVISIONS CONTAINED IN RIGHT OF WAY FROM L. L. BRASWELL, ET UX, GRANTED TO THE ILLINOIS PIPE LINE COMPANY, DATED APRIL 18, 1918, RECORDED AUGUST 29, 1918, IN BOOK 20 OF DEEDS, PAGE 605.
12. TERMS AND PROVISIONS CONTAINED IN PATENT FROM THE UNITED STATES OF AMERICA TO CECIL S. STONE, DATED JUNE 13, 1922, RECORDED JUNE 26, 1922, IN BOOK 32 OF DEEDS, PAGE 64.
13. TERMS AND PROVISIONS CONTAINED IN CONTRACT BY AND BETWEEN C. S. STONE AND JOHN A. HIGBEE, DATED APRIL 3, 1923, RECORDED APRIL 19, 1923, IN BOOK 16 AC&L, PAGE 61.
14. TERMS AND PROVISIONS CONTAINED IN RIGHT OF WAY CONTRACT FROM A. W. HINERMAN, ET UX, GRANTED TO STANOLIND PIPE LINE COMPANY, DATED JULY 22, 1944, RECORDED AUGUST 22, 1944, IN BOOK 33 AC&L, PAGE 526.
15. TERMS AND PROVISIONS CONTAINED IN RIGHT OF WAY FROM DON H. GALLES, ET UX, GRANTED TO SINCLAIR REFINING COMPANY, DATED NOVEMBER 9, 1948, RECORDED DECEMBER 16, 1948, IN BOOK 39 AC&L, PAGE 232.
16. TERMS AND PROVISIONS CONTAINED IN CONTRACT AND GRANT OF EASEMENT BETWEEN THE UNITED STATES OF AMERICA AND DON H. GALLES, ET UX, DATED MARCH 26, 1952, RECORDED APRIL 14, 1952, IN BOOK 48 AC&L, PAGE 105.
17. TERMS AND PROVISIONS CONTAINED IN RIGHT OF WAY FROM DON H. GALLES, ET UX, GRANTED TO PLATTE PIPE LINE COMPANY, A DELAWARE CORPORATION, DATED AUGUST 5, 1952, RECORDED SEPTEMBER 23, 1952, IN BOOK 49 AC&L, PAGE 260.
18. TERMS AND PROVISIONS CONTAINED IN DEED OF EASEMENT FROM MRS. C. LAMEY GRANTED TO THE NORTH CENTRAL GAS COMPANY, A WYOMING CORPORATION, DATED SEPTEMBER 21, 1953, RECORDED DECEMBER 9, 1953, IN BOOK 53 AC&L, PAGE 445.
19. TERMS AND PROVISIONS CONTAINED IN CONTRACT AND GRANT OF EASEMENT BETWEEN THE UNITED STATES OF AMERICA AND DON H. GALLES, ET AL, DATED SEPTEMBER 12, 1955, RECORDED OCTOBER 5, 1955, IN BOOK 62 AC&L, PAGE 555.
20. TERMS AND PROVISIONS CONTAINED IN CONVEYANCE OF RIGHT OF WAY FROM LEROY R. STEWART, ET UX, GRANTED TO PACIFIC POWER & LIGHT COMPANY, A CORPORATION, DATED JANUARY 29, 1960, RECORDED FEBRUARY 4, 1960, IN BOOK 84 AC&L, PAGE 478.
21. TERMS AND PROVISIONS CONTAINED IN WARRANTY DEED FROM LEROY R. STEWART, ET UX, TO C & Y LEASING CORPORATION, A WYOMING CORPORATION, DATED NOVEMBER 20, 1975, RECORDED OCTOBER 17, 1978, IN BOOK 293 OF DEEDS, PAGE 150.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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22. TERMS AND PROVISIONS CONTAINED IN WARRANTY DEED FROM C & Y LEASING CORPORATION TO L. M. TAUCHER, ET AL, DATED MARCH 1, 1976, RECORDED OCTOBER 17, 1978, IN BOOK 293 OF DEEDS, PAGE 151.
23. TERMS AND PROVISIONS CONTAINED IN WARRANTY DEED FROM DUANE BALDWIN TO HARRY H. BRUBAKER, DATED NOVEMBER 21, 1978, RECORDED NOVEMBER 27, 1978, IN BOOK 294 OF DEEDS, PAGE 402.
24. TERMS AND PROVISIONS CONTAINED IN WARRANTY DEED FROM Z. S. MERRITT, ET AL, TO DUANE BALDWIN, DATED JULY 6, 1978, RECORDED DECEMBER 19, 1978, IN BOOK 295 OF DEEDS, PAGE 125.
25. TERMS AND PROVISIONS CONTAINED IN WARRANTY DEED FROM WESTERN DRILLING CORPORATION TO DUANE BALDWIN, DATED JULY 6, 1978, RECORDED DECEMBER 19, 1978, IN BOOK 295 OF DEEDS, PAGE 126.
26. TERMS AND PROVISIONS CONTAINED IN WARRANTY DEED FROM C & Y LEASING CORPORATION TO L. M. TAUCHER, ET AL, DATED MARCH 1, 1976, RECORDED JANUARY 11, 1979, AS INSTRUMENT NO. 254666.
27. TERMS AND PROVISIONS CONTAINED IN GRANT OF ACCESS EASEMENT BY T MEN INVESTMENTS, LLC, A WYOMING LIMITED LIABILITY COMPANY, TO HARRY H. BRUBAKER, DATED AUGUST 3, 2010, RECORDED AUGUST 5, 2010, AS INSTRUMENT NO. 893026.
28. TERMS AND PROVISIONS CONTAINED IN GRANT OF UTILITY EASEMENT BY HARRY H. BRUBAKER GRANTED TO TMEN INVESTMENTS, LLC, A WYOMING LIMITED LIABILITY COMPANY, DATED AUGUST 3, 2010, RECORDED AUGUST 5, 2010, AS INSTRUMENT NO. 893027.
29. TERMS AND PROVISIONS CONTAINED IN RESERVATION AND GRANT OF UTILITY AND ROADWAY ACCESS EASEMENT BY AND BETWEEN T MEN INVESTMENTS, LLC, A WYOMING LIMITED LIABILITY COMPANY, AND DLD INVESTMENTS, LLC, A WYOMING LIMITED LIABILITY COMPANY, DATED JULY 3, 2010, RECORDED AUGUST 5, 2010, AS INSTRUMENT NO. 893029.
30. MILLS NORTHERN EXPANSION ANNEXATION PLAT, RECORDED SEPTEMBER 16, 2015, AS INSTRUMENT NO. 999662.
31. TERMS AND PROVISIONS CONTAINED IN ORDINANCE NO. 658, RECORDED SEPTEMBER 16, 2015, AS INSTRUMENT NO. 999663.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## SPECIAL WARRANTY DEED

THIS INDENTURE made this 28<sup>th</sup> day of December, 2018, by and between The Town of Mills, Natrona County, State of Wyoming, a Wyoming municipal corporation organized under the laws of the State of Wyoming, ("GRANTOR") and MAHegge, LLC, a Wyoming limited liability company, of P.O. Box 1416, Mills, WY 82644 ("GRANTEE").

### WITNESSETH

That Grantor, for and in consideration of the sum of Ten Dollars and Other Good and Valuable Consideration, to Grantor, in hand paid by Grantee, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed and by these presents does hereby grant and warrant to Grantee forever all the following described lot or parcel of land (the "Property"), situated, lying and being in the County of Natrona, State of Wyoming, and described as follows, to wit:

Lot 2, Block 1, Casper Creek Addition to the Town of Mills, Natrona County, State of Wyoming, as per plat executed on May 9, 1979 and recorded in the property records for Natrona County, Wyoming as Instrument Number 266237 on June 28, 1979,

together with all and singular the hereditaments and appurtenances there unto belonging to the Property, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof;

together with all the estate, right title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the Property, with the hereditaments and appurtenances and any rights of access;

quitclaiming to Grantee, but not warranting, any right, title and interest, if any, acquired or that may be acquired, that is associated with and underlying the abandoned railroad right of way of Burlington Northern Inc. or its successors or assigns as it abuts and is adjacent to the Property; and

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming; but

subject, however, to any and all easements, restrictions, rights of way, reservations, covenants and conditions of record.

TO HAVE AND TO HOLD, the Property above bargained and described with the appurtenances, unto Grantee, its successors and its assigns forever.



12/28/2018 10:46:11 AM NATRONA COUNTY CLERK

16: 2

1057854

Renea Vitto  
Recorded: SA  
Fee: \$15.00  
TOWN OF MILLS

IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its duly authorized officer, the day and year first above written.

GRANTOR:

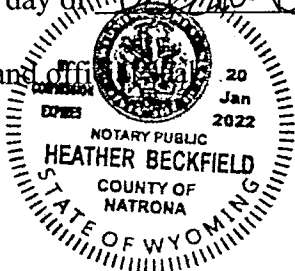
The Town of Mills, Natrona County, Wyoming

By: [Signature]  
Name: Seth M. Coleman  
Its: Mayor

STATE OF WYOMING )  
COUNTY OF NATRONA )

The foregoing Special Warranty Deed was acknowledged before me by Seth Coleman, this 28 day of December, 2018.

Witness my hand and official



[Signature]  
Notary Public

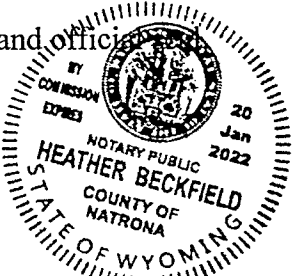
Attested to by:

[Signature]  
Clerk, Town of Mills, Wyoming

STATE OF WYOMING )  
COUNTY OF NATRONA )

The foregoing Special Warranty Deed was acknowledged before me by Christine Madae, this 28 day of December, 2018.

Witness my hand and official



[Signature]  
Notary Public

### GRANT OF ACCESS EASEMENT

THIS GRANT OF EASEMENT MADE this 3 day of August, 2010, by T Men Investments, LLC, a Wyoming limited liability company, hereinafter referred to as "Grantor", to Harry H. Brubaker, hereinafter referred to as the "Grantee".

#### WITNESSETH:

WHEREAS, Grantor is the owner of certain property located in Natrona County, Wyoming, more specifically described on Exhibit "A" attached hereto; and

WHEREAS, Grantee is the owner of certain property located in Natrona County, Wyoming, more specifically described on Exhibit "B" attached hereto; and

WHEREAS, Grantor is willing to grant to grantee a road easement as more specifically described in Exhibits "C1" and "C2" attached hereto, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of Ten Dollars, the recitals set forth above, and other good and valuable consideration, the parties hereby agree as follows:

1. GRANT OF EASEMENT. Grantor does hereby grant, bargain, sell and convey unto Grantee, his successors and assigns, for the benefit of Grantee's property described in Exhibit "B", the following described Easement for the purpose of an access road for use by Grantee, its employees, agents, guests and invitees. The Easement is a 30' wide roadway easement, and is more specifically described on Exhibits "C1" and "C2" attached hereto (the "Easement Property"). The Easement is for access to Grantee's property.

2. RESERVATION AND RELOCATION. Grantor reserves unto itself such rights in the easement property for any purpose which does not interfere with the Easement granted herein, and to create and grant such other easements, rights and privileges in, on, under, or across the easement property such persons and for such purposes as Grantor may elect, provided that the purposes of any such additional easements, rights and privileges shall not be inconsistent with the Easement granted herein. Grantor further reserves the right to relocate said easement to an equivalent or better location and condition in connection with a development of its property.

3. TERM OF EASEMENT. The term of the Easement shall be perpetual so long as the Easement is used for the purpose described in Paragraph 1. The Easement shall not be used for any use prohibited by or violative of the terms of this Agreement or applicable laws, rules or regulations. If the Easement is abandoned, then the Easement shall automatically and unconditionally terminate and revert to the then owners of Grantor's property.

4. USE RESTRICTION. This Easement is intended to be used by Grantee, his employees, guests, invitees, successors and assigns. This Easement will not be further burdened in the kind or amount of use without first obtaining the written consent of the Grantor.

5. MAINTENANCE OF THE ROAD. The Grantee shall have the sole responsibility for, and shall bear the cost of, the construction, repair, maintenance, clearing, trash removal, and other expenses of upkeep and preservation of the Easement Property. The roadway shall at all times be maintained and kept in good repair.

6. LIABILITY. Grantor shall not be liable to Grantee for, and Grantee shall defend, indemnify, and hold harmless Grantor from and against, any and all losses, costs, damages or expenses, including but not limited to attorneys' fees and costs, arising out of the use of the Easement Property, other than use by Grantor and by the holders of written, recorded express easements granted by Grantor (other than the Easement granted herein).

7. NOTICES. All notices required or permitted hereunder shall be given by overnight courier delivery, certified mail (return receipt requested), or hand delivery, directed as follows:

To Grantor: T Men Investments, LLC  
421 South Center Street, Suite 201  
Casper, Wyoming 82601

To Grantee: Harry H. Brubaker  
1911 South Cedar



893026

NATRONA COUNTY CLERK, WY  
Renea Vitto Recorded: JF  
Aug 5, 2010 09:44:57 AM  
Pages: 7 Fee: \$26.00  
AMERICAN TITLE AGENCY

Notices shall be effective only upon actual receipt at the address provided above. Either party, by notice given as provided above, may change the address to which future notices should be sent.

8. RECORDING. This Agreement, and any amendments hereto, shall be recorded in the real property records of the Clerk and Recorder of Natrona County, Wyoming.

9. RUNNING OF BENEFITS AND BURDENS; VESTING OF INTERESTS. All provisions of this Agreement, including the benefits and burdens, are appurtenant to and run with the land and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

If any provision of this Agreement or the application thereof to any person or situation, to any extent, shall be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and unenforceable to the fullest extent permitted by law.

10. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall constitute an original and together which shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have set their hands the date and year first above written.

GRANTOR:

T MEN INVESTMENTS, LLC

By:

**Keith P. Tyler, Manager**

**GRANTEE:**

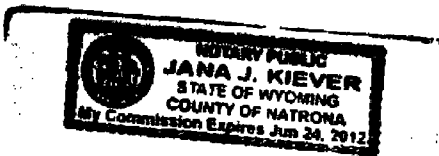
HARRY H. BRUBAKER

[illegible]

The above and foregoing document was acknowledged before me by Keith P. Tyler, the Manager of T Men Investments, LLC, a Wyoming limited liability company, this 3<sup>rd</sup> day of ~~July~~ August, 2010.

Witness my hand and official seal.

[SEAL]



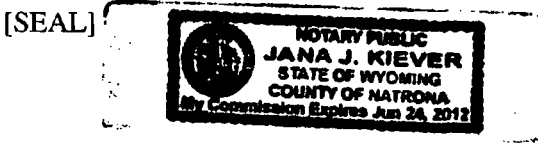
Notary Public

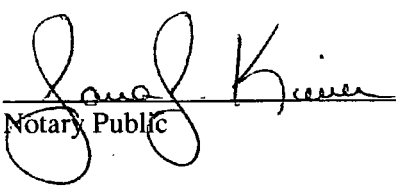
**My Commission expires:**

June 24, 2012

STATE OF WYOMING            )  
  ) s.s.  
COUNTY OF NATRONA        )

3<sup>rd</sup>   The above and foregoing document was acknowledged before me by Harry H. Brubaker, this  
day of ~~July~~, 2010.  
          August  
Witness my hand and official seal.



  
\_\_\_\_\_  
Notary Public

My Commission expires:  
June 24, 2012

## EXHIBIT A

A parcel of land located in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 6, Township 33 North, Range 79 West of the 6<sup>th</sup> P.M., Natrona County, Wyoming, and being more particularly described as follows:

Beginning at the CS 1/16 corner, Section 6, Township 33 North, Range 79 West of the 6<sup>th</sup> P.M., Natrona County, Wyoming; thence S. 88°51'13" W., along the south line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$  a distance of 486.64 feet; thence N. 0°04'36" E., a distance of 464.48 feet to a point on the south line of the B&B Subdivision; thence N. 88°39'28" E., along said south line a distance of 1088.38 feet; thence S. 0°57'55" E., a distance of 469.89 feet to a point on the south line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ ; thence S. 88°55'41" W., along said south line a distance of 610.18 feet to the point of beginning.

Exhibit B

Item #2.

WARRANTY DEED FORM P9A

RECORDED NOV. 27 19 78 AT 3:44 O'CLOCK PM  
 IN BOOK 294 OF Deeds PAGE 402  
 NO. 251582 COUNTY CLERK

## WARRANTY DEED

DUANE BALDWIN

grantor, of Natrona County, and State  
 of Wyoming, for and in consideration of Ten Dollars and other  
valuable considerations DOLLARS

in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO

Harry H. Brubaker

1911 S. Cedar, Casper, Wyoming

grantee, of Natrona County, and State of Wyoming

the following described real estate, situate in Natrona County and State  
 of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State,  
 to-wit:

A parcel located in and being a portion of the NW $\frac{1}{4}$ SE $\frac{1}{4}$  and NE $\frac{1}{4}$ SW $\frac{1}{4}$ , Section 6, Township  
 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming, and  
 being more particularly described by metes and bounds as follows:

Beginning at a point on the south line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$  Section 6, T. 33N., R. 79W. 6th P.M.  
 Wyoming bearing S. 88° 53' 51" W. a distance of 486.49 feet from the CS 1/16 corner of said  
 Section 6, thence N. 0° 05' 17" E. A distance of 465.38 feet to a point on the south  
 line of the B & B Subdivision; thence S. 88° 40' 00" W. along said south line a distance  
 of 187.53 feet; thence S. 0° 05' 17" W. a distance of 464.62 feet to a point on the south  
 line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ ; thence N. 88° 53' 51" along said south line a distance of 187.51 feet  
 to the point of beginning, containing 2.00 acres all lying in the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of said section  
 6.

Said parcel is conveyed subject to any and all reservations, conditions, easements and  
 rights-of-way of record or as may otherwise exist and should provide for means of ingress  
 and egress; also, subject to reservations of mineral rights reserved by Leroy R. Stewart  
 and Esther M. Stewart.

WITNESS my hand this 21 day of November, 19 78.

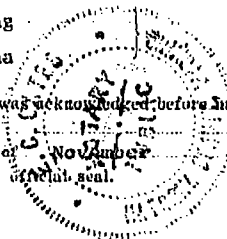
Duane Baldwin  
 Duane Baldwin

STATE OF Wyoming  
 COUNTY OF Natrona

The foregoing instrument was acknowledged before me by

this 21 day of November, 19 78

Witness my hand and official seal.



My Commission Expires

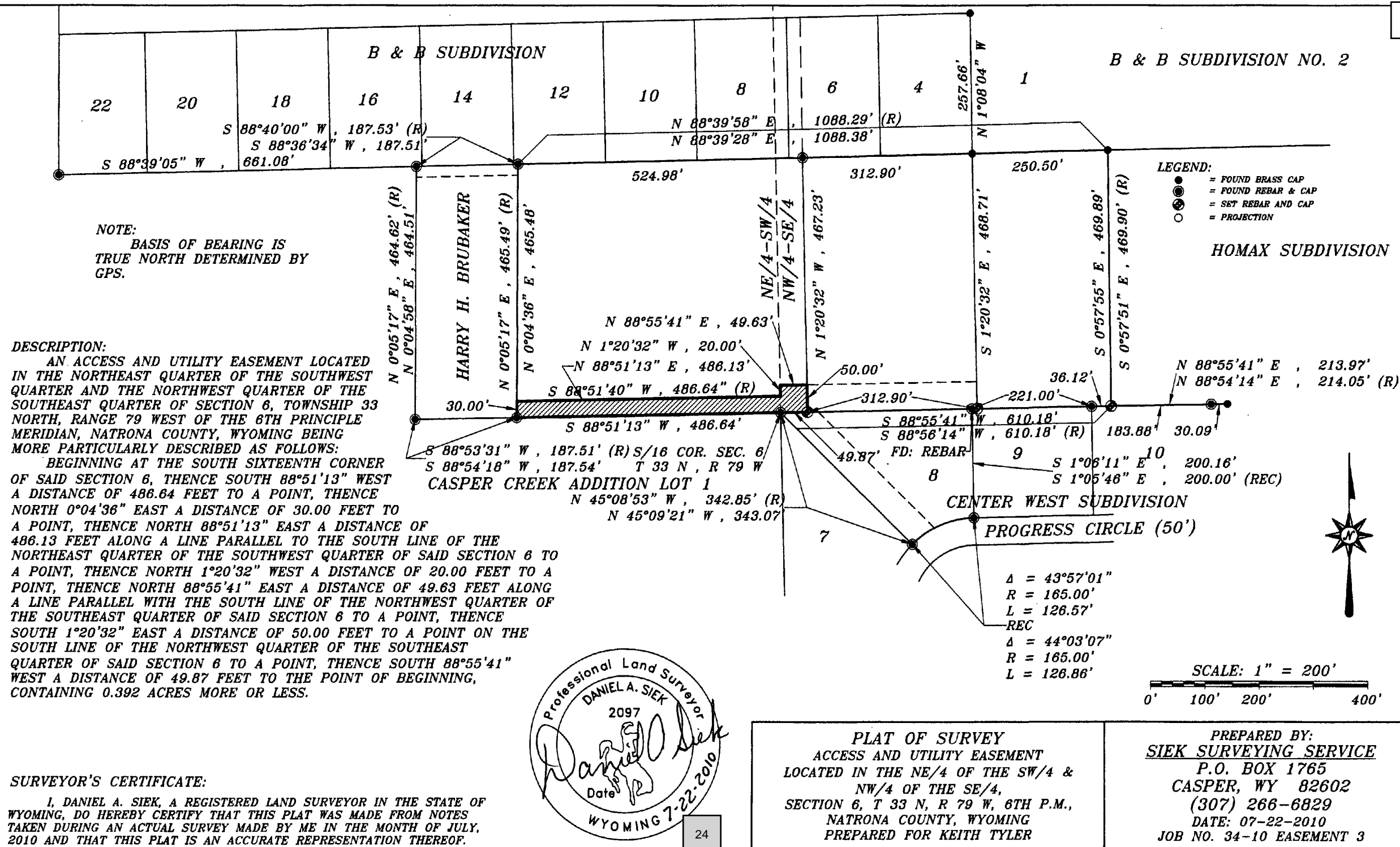
22

Title of Officer

9-8-79







**RESERVATION AND GRANT OF UTILITY  
AND ROADWAY ACCESS EASEMENT**

THIS Reservation and Grant of Utility and Roadway Access Easement, dated this \_\_\_\_ day of July, 2010, is by and between T Men Investments, LLC, a Wyoming limited liability company, hereinafter referred to as "TMEN", and DLD Investments, LLC, a Wyoming limited liability company, hereinafter referred to as "DLD."

WHEREAS, TMEN is the owner of certain real property located in Natrona County, Wyoming, more specifically described in Exhibit "A" attached hereto; and

WHEREAS, DLD is the purchaser of a portion of the property described in Exhibit "A", which property is more specifically described in Exhibit "B" attached hereto; and

WHEREAS, TMEN and DLD wish to grant and dedicate a utility and roadway access easement as more specifically described in Exhibits "C1" and "C2" upon the terms and conditions hereinafter set forth.

1. **GRANT AND DEDICATION OF EASEMENT.** TMEN and DLD do hereby jointly grant, bargain, sell, convey and dedicate unto one another, their successors and assigns, for the benefit of their respective properties described in Exhibits "A" and "B" attached hereto, the following described easement for the purpose of location of utilities and an access road for use by TMEN and DLD, their employees, agents, guests and invitees. The Easement is 50' wide and is more specifically described in Exhibits "C1" and "C2" attached hereto, the "Easement Property." The Easement is for access to the parties' respective properties and for the conveyance of utilities.

2. **RESERVATION.** The parties reserve unto themselves such right in their respective Easement Properties for any purpose which does not interfere with the Easements granted herein, and to create and grant such other easements, rights and privileges in, on, under, or across the easement property such persons and for such purposes as the parties may elect, provided that the purposes of any such additional easements, rights and privileges shall not be inconsistent with the Easements granted herein.

3. **TERM OF EASEMENT.** The term of the Easement shall be perpetual so long as the Easement is used for the purpose described in Paragraph 1. The Easement shall not be used for any use prohibited by or violative of the terms of this Agreement or applicable laws, rules or regulations. If the Easement is abandoned, then the Easement shall automatically and unconditionally terminate and revert to the then owners of Grantor's property.

4. **MAINTENANCE OF THE ROAD.** TMEN and DLD shall share equally in the cost, construction, repair, maintenance, clearing, trash removal, and other expenses of upkeep and preservation of the Easement Property.

5. **NOTICES.** All notices required or permitted hereunder shall be given by overnight courier delivery, certified mail (return receipt requested), or hand delivery, directed as follows:

To TMEN: T Men Investments, LLC  
421 South Center Street, Suite 201  
Casper, Wyoming 82601

To DLD: DLD Investments, LLC  
2211 South Mitchell  
Casper, Wyoming 82601

Notices shall be effective only upon actual receipt at the address provided above. Either party, by notice given as provided above, may change the address to which future notices should be sent.

6. **RECORDING.** This Agreement, and any amendments hereto, shall be recorded in the real property records of the Clerk and Recorder of Natrona County, Wyoming.

7. **RUNNING OF BENEFITS AND BURDENS; VESTING OF INTERESTS.** All provisions of this Agreement, including the benefits and burdens, are appurtenant to and run with the land and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

If any provision of this Agreement or the application thereof to any person or situation, to any extent, shall be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to persons or situations other than those to which it shall have been held invalid or



unenforceable, shall not be affected thereby, but shall continue valid and unenforceable to the fullest extent permitted by law.

8. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall constitute an original and together which shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be duly executed this 3 day of July, 2010.

T MEN INVESTMENTS, LLC

DLD INVESTMENTS, LLC

By: [Signature]  
Keith P. Tyler, Manager

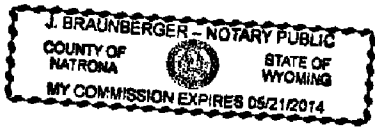
By: [Signature]

STATE OF WYOMING )  
 ) s.s.  
COUNTY OF NATRONA )

The above and foregoing Reservation of Easement was acknowledged and signed before me by Keith P. Tyler, the Manager of T Men Investments, LLC, a Wyoming limited liability company, this 3 day of ~~July~~ August, 2010.

Witness my hand and official seal.

[SEAL]



[Signature]  
Notary Public

My Commission expires:

STATE OF WYOMING )  
 ) s.s.  
COUNTY OF NATRONA )

The above and foregoing Reservation of Easement was acknowledged and signed before me by Daniel Dwyer the member of DLD Investments, LLC, a Wyoming limited liability company, this 3 day of ~~July~~ August, 2010.

Witness my hand and official seal.

[SEAL]



[Signature]  
Notary Public

My Commission expires:

## EXHIBIT A

A parcel of land located in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 6, Township 33 North, Range 79 West of the 6<sup>th</sup> P.M., Natrona County, Wyoming, and being more particularly described as follows:

Beginning at the CS 1/16 corner, Section 6, Township 33 North, Range 79 West of the 6<sup>th</sup> P.M., Natrona County, Wyoming; thence S. 88°51'13" W., along the south line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$  a distance of 486.64 feet; thence N. 0°04'36" E., a distance of 464.48 feet to a point on the south line of the B&B Subdivision; thence N. 88°39'28" E., along said south line a distance of 1088.38 feet; thence S. 0°57'55" E., a distance of 469.89 feet to a point on the south line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ ; thence S. 88°55'41" W., along said south line a distance of 610.18 feet to the point of beginning.

**DESCRIPTION (LAND):**

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPLE MERIDIAN, NATRONA COUNTY, WYOMING BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF LOT 8 OF THE CENTER WEST SUBDIVISION TO THE TOWN OF MILLS WHICH BEARS NORTH 88°55'41" EAST A DISTANCE OF 49.87 FEET FROM THE SOUTH SIXTEENTH CORNER OF SAID SECTION 6, THENCE NORTH 1°20'32" WEST A DISTANCE OF 467.23 FEET TO A POINT ON THE SOUTH LINE OF LOT 6 OF THE B & B SUBDIVISION, THENCE NORTH 88°39'28" EAST A DISTANCE OF 312.90 FEET TO THE SOUTHEAST CORNER OF LOT 4 OF THE B & B SUBDIVISION, THENCE SOUTH 1°20'32" EAST A DISTANCE OF 468.71 FEET TO A POINT ON THE NORTH LINE OF LOT 9 OF SAID CENTER WEST SUBDIVISION, THENCE SOUTH 88°55'41" WEST A DISTANCE OF 312.90 FEET TO THE POINT OF BEGINNING, CONTAINING 3.362 ACRES MORE OR LESS.

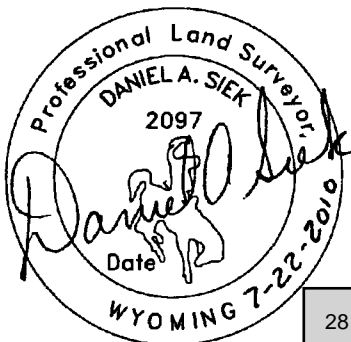
**DESCRIPTION (EASEMENT):**

AN ACCESS AND UTILITY EASEMENT LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPLE MERIDIAN, NATRONA COUNTY, WYOMING BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6 WHICH BEARS NORTH 88°55'41" EAST A DISTANCE OF 49.87 FEET FROM THE SOUTH SIXTEENTH CORNER OF SAID SECTION 6, THENCE NORTH 1°20'32" WEST A DISTANCE OF 50.00 FEET TO A POINT, THENCE NORTH 88°55'41" EAST A DISTANCE OF 312.90 FEET ALONG A LINE PARALLEL TO THE SOUTH LINE OF NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6 TO A POINT, THENCE SOUTH 1°20'32" EAST A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, THENCE SOUTH 88°55'41" WEST A DISTANCE OF 312.90' TO THE POINT OF BEGINNING, CONTAINING 0.359 ACRES MORE OR LESS.

**SURVEYOR'S CERTIFICATE:**

I, DANIEL A. SIEK, A REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME IN THE MONTH OF JULY, 2010 AND THAT THIS PLAT IS AN ACCURATE REPRESENTATION THEREOF.



28

**PLAT OF SURVEY**  
50' ACCESS AND UTILITY VESTMENT  
LOCATED IN THE NW/4 OF THE SE/4,  
SECTION 6, T 33 N, R 79 W, 6TH P.M.,  
NATRONA COUNTY, WYOMING  
PREPARED FOR KEITH TYLER

PREPARED BY:  
**SIEK SURVEYING SERVICE**  
P.O. BOX 1765  
CASPER, WY 82602  
(307) 266-6829  
DATE: 07-22-2010  
JOB NO. 34-10 EASEMENT 2

B &amp; B SUBDIVISION

B &amp; B SUBDIVISION NO. 2

NOTE:  
BASIS OF BEARING IS  
TRUE NORTH DETERMINED BY  
GPS.

**LEGEND:**

- = FOUND BRASS CAP
- ⊙ = FOUND REBAR & CAP
- ⊗ = SET REBAR AND CAP
- = PROJECTION

HOMAX SUBDIVISION

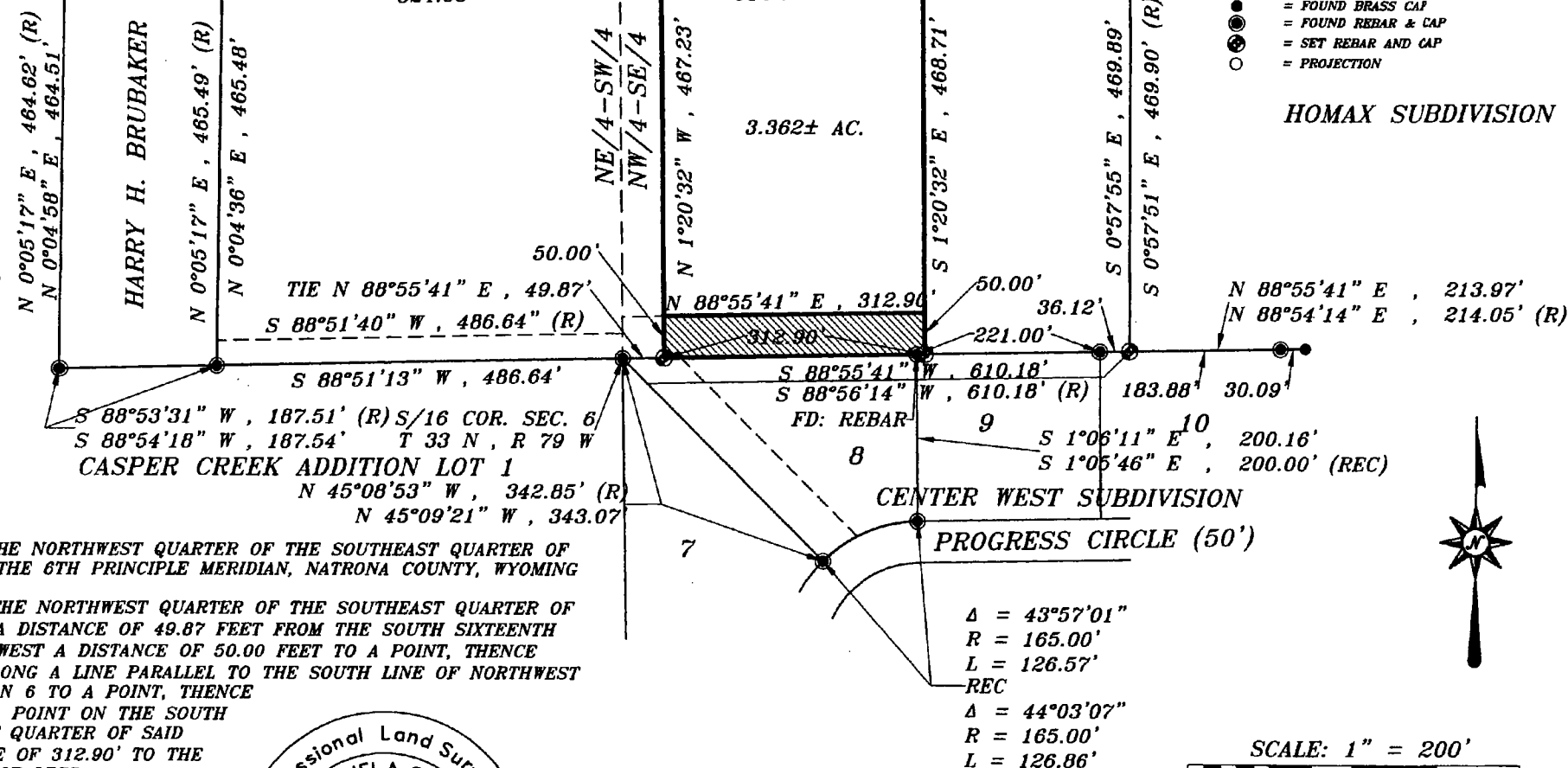
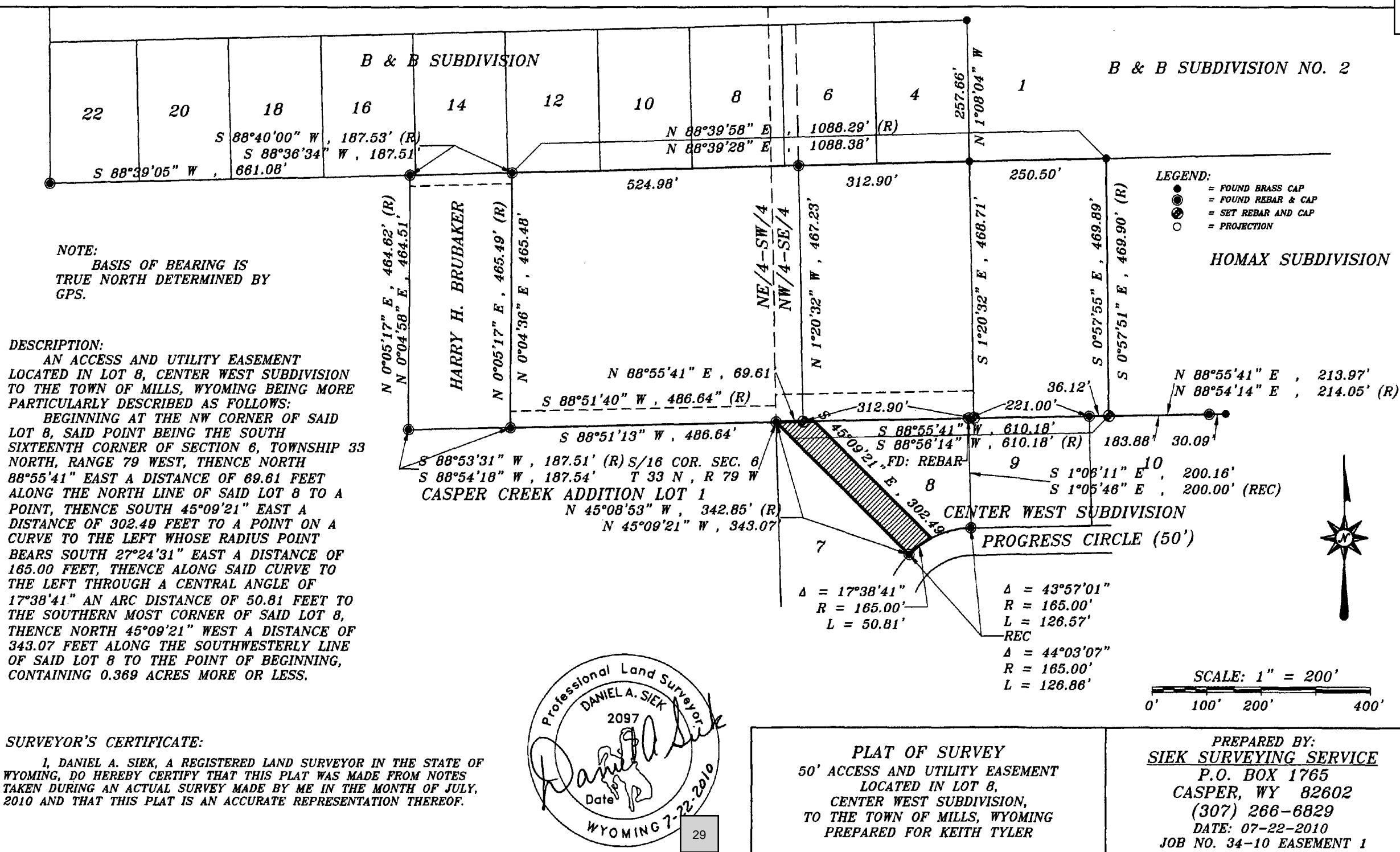


EXHIBIT B





**DESCRIPTION (LAND):**

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPLE MERIDIAN, NATRONA COUNTY, WYOMING BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF LOT 8 OF THE CENTER WEST SUBDIVISION TO THE TOWN OF MILLS WHICH BEARS NORTH 88°55'41" EAST A DISTANCE OF 49.87 FEET FROM THE SOUTH SIXTEENTH CORNER OF SAID SECTION 6, THENCE NORTH 1°20'32" WEST A DISTANCE OF 487.23 FEET TO A POINT ON THE SOUTH LINE OF LOT 6 OF THE B & B SUBDIVISION, THENCE NORTH 88°39'28" EAST A DISTANCE OF 312.90 FEET TO THE SOUTHEAST CORNER OF LOT 4 OF THE B & B SUBDIVISION, THENCE SOUTH 1°20'32" EAST A DISTANCE OF 468.71 FEET TO A POINT ON THE NORTH LINE OF LOT 9 OF SAID CENTER WEST SUBDIVISION, THENCE SOUTH 88°55'41" WEST A DISTANCE OF 312.90 FEET TO THE POINT OF BEGINNING, CONTAINING 3.362 ACRES MORE OR LESS.

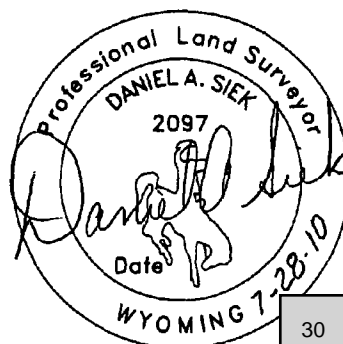
**DESCRIPTION (EASEMENT):**

AN ACCESS AND UTILITY EASEMENT LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPLE MERIDIAN, NATRONA COUNTY, WYOMING BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH SIXTEENTH CORNER OF SAID SECTION 6, THENCE NORTH 1°04'19" WEST A DISTANCE OF 50.00 FEET TO A POINT, THENCE NORTH 88°55'41" EAST A DISTANCE OF 382.54 FEET ALONG A LINE PARALLEL TO THE SOUTH LINE OF NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6 TO A POINT, THENCE SOUTH 1°20'32" EAST A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, THENCE SOUTH 88°55'41" WEST A DISTANCE OF 382.77' TO THE POINT OF BEGINNING, CONTAINING 0.416 ACRES MORE OR LESS.

**SURVEYOR'S CERTIFICATE:**

I, DANIEL A. SIEK, A REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME IN THE MONTH OF JULY, 2010 AND THAT THIS PLAT IS AN ACCURATE REPRESENTATION THEREOF.



30

**B & B SUBDIVISION****B & B SUBDIVISION NO. 2**

NOTE:  
BASIS OF BEARING IS  
TRUE NORTH DETERMINED BY  
GPS.

**LEGEND:**

- = FOUND BRASS CAP
- ⊙ = FOUND REBAR & CAP
- ⊗ = SET REBAR AND CAP
- = PROJECTION

**HOMAX SUBDIVISION****CENTER WEST SUBDIVISION****PROGRESS CIRCLE (50')**

Δ = 43°57'01"  
R = 165.00'  
L = 126.57'  
REC  
Δ = 44°03'07"  
R = 165.00'  
L = 126.86'

SCALE: 1" = 200'  
0' 100' 200' 400'

**PLAT OF SURVEY**

50' ACCESS AND UTILITY VESTMENT  
LOCATED IN THE NW/4 OF THE SE/4,  
SECTION 6, T 33 N, R 79 W, 6TH P.M.,  
NATRONA COUNTY, WYOMING  
PREPARED FOR KEITH TYLER

PREPARED BY:  
**SIEK SURVEYING SERVICE**  
P.O. BOX 1765  
CASPER, WY 82602  
(307) 266-6829  
DATE: 07-28-2010  
JOB NO. 34-10 EASEMENT 2

**Elrod Addition No. 2**  
**Final Plat**

**Planning Commission Meeting**  
May 1, 2025

**City Council Meeting**

**Applicants:** Elrod Living Trust

**Case Number:** 25.04 FSP

**Agent:** ECS Engineers

**Summary:** The applicant is proposing to resubdivide Lot 1, Elrod Addition into two (2) lots, one being 31,781 sq. ft. and the other 6,185 sq. ft in size.

**Legal Description:** Lot 1, Elrod Addition

**Location:** The property is located on the northeast corner of the intersection of Poison Spider Rd and Falcon Ave.

**Current Zoning:** I-1 (Light Industrial) \*no change of zoning is requested or required.

**Existing Land Use:** There is an existing shop building on the property. \*It is noted that the existing structure is considered non-conforming for setbacks

**Adjacent Land Use:** North: Industrial uses/Peterson Addition No. 3 (C-1)  
South: Industrial uses/Peterson Subdivision No. 2 (I-1)  
East: Industrial uses/Peterson Subdivision No. 2 (I-1)  
West: Various commercial businesses (I-1)

**Planning Considerations:**

1. Add the size of each lot in acres to the plat face.
2. Cosmetic changes to the plat:
  - a. In the 2<sup>nd</sup> line of the first paragraph of the Dedication, add a space between Lot and the number 1.
  - b. In the Acknowledgement, for each signer of the plat, add “Elrod Living Trust 12/5/23” after Trustee
  - c. Update the vicinity map to reflect the nearby resubdivision of Natrona Business Park No. 2
  - d. Re-label Roosevelt St. as 35’ wide
  - e. Add a ‘date’ field for each signer under City Engineer, Planner & Surveyor

3. Survey Reviews:

- a. The last two calls in the legal description bound to Poison Spider Road and they should bound to Falcon Street.

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**Staff Recommendation:**

Staff recommends APPROVAL of the final plat upon all planning considerations being completed and for the Planning Commission make a “Do Pass” recommendation on the Final Plat application.

**Planning Commission Recommendation:**

**City Council Decision:**



**CITY OF MILLS**  
**APPLICATION FOR PLAT/REPLAT**  
Pursuant to the City of Mills Zoning Ordinance

**PAID**  
APR 10 2025

Item # 3.



City of Mills, Wyoming  
704 4<sup>th</sup> Street (Physical Address)  
P.O. Box 789 (Mailing Address)  
Mills, Wyoming 82644

Date: \_\_\_\_\_  
Return by: \_\_\_\_\_  
(Submittal Deadline)  
For Meeting on: \_\_\_\_\_

**PLEASE PRINT**

**SINGLE POINT OF CONTACT:** Dan Elrod (307) 797-3041

**APPLICANT/PROPERTY OWNER(S) INFORMATION:**

Print Owner Name:  
Elrod Living Trust and CCR LLC  
Owner Mailing Address:  
2971 Robertson Road  
City, State, Zip: Casper, WY 82604  
Owner Phone: (307) 797-3041  
Applicant Email: melrod@westcoastengineered.com

**AGENT INFORMATION:**

Print Agent Name:  
Dan Elrod  
Agent Mailing Address:  
2971 S. Robertson Road  
City, State, Zip: Casper, WY 82604  
Agent Phone: (307) 797-3041  
Agent Email: melrod@westcoastengineered.com

**PROPERTY INFORMATION:**

Subject property legal description (attach separate page if long legal): 1136 Falcon Lot 1 Elrod Living Trust

Physical address of subject property if available: 1136 Falcon

Size of lot(s) 37,642 sq ft sq. ft/acres:

Current zoning: I-1 Current use: Commercial

Intended use of the property: Same

Zoning within 300 feet: I-1 Land use within 300 feet: Same

**ATTACHMENTS (REQUIRED):**

1. **Proof of ownership:** \_\_\_\_\_ (such as deed, title certification, attorney's title opinion)
2. **One (1) full sized copy of the plat/replat:** \_\_\_\_\_
3. **One reproducible 11 x 17 plat/replat hard copy:** \_\_\_\_\_
4. **One plat/replat electronic copy (pdf):** \_\_\_\_\_

**RIGHT-OF-WAY / EASEMENT INFORMATION:**

Right-of-Way / Easement Location: N/A  
(Example: along west property line, running north & south)

Width of Existing Right-of-Way / Easement: \_\_\_\_\_ Number of Feet to be Vacated: \_\_\_\_\_

Please indicate the purpose for which the Right-of-Way / Easement is to be vacated / Abandoned

**SIGNATURE(S):**

The following owner's signature signifies that all information on this application is accurate and correct to the best of the owner's knowledge; and that the owner has thoroughly read and understands all application information and requirements. [In addition to the owner's signature(s), if an agent of the owner is also to be notified and/or contacted for all communications relating to this application, please have the agent sign below.]

I (We) the undersigned owner(s) of the property described above do hereby make application to the City of Mills as follows:  
Replat of Lot 1 Elrod Family Trust and Lot 20 Peterson #2

Surveying by ECS Shawn Gustufson (307) 267-6215

OWNER Signature \_\_\_\_\_

OWNER Signature \_\_\_\_\_

AGENT Signature \_\_\_\_\_

**FEES (Plat/Replat):** \$10.00 per lot (\$250.00 minimum and a \$1,000.00 maximum), **plus \$150.00 recording fee.**

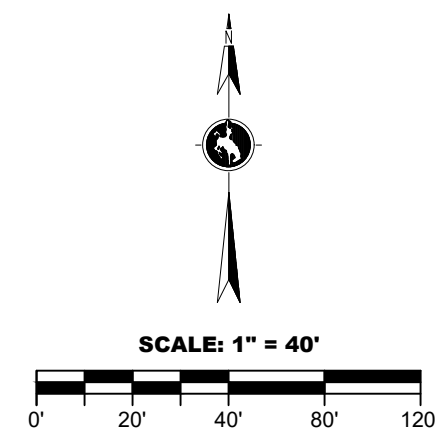
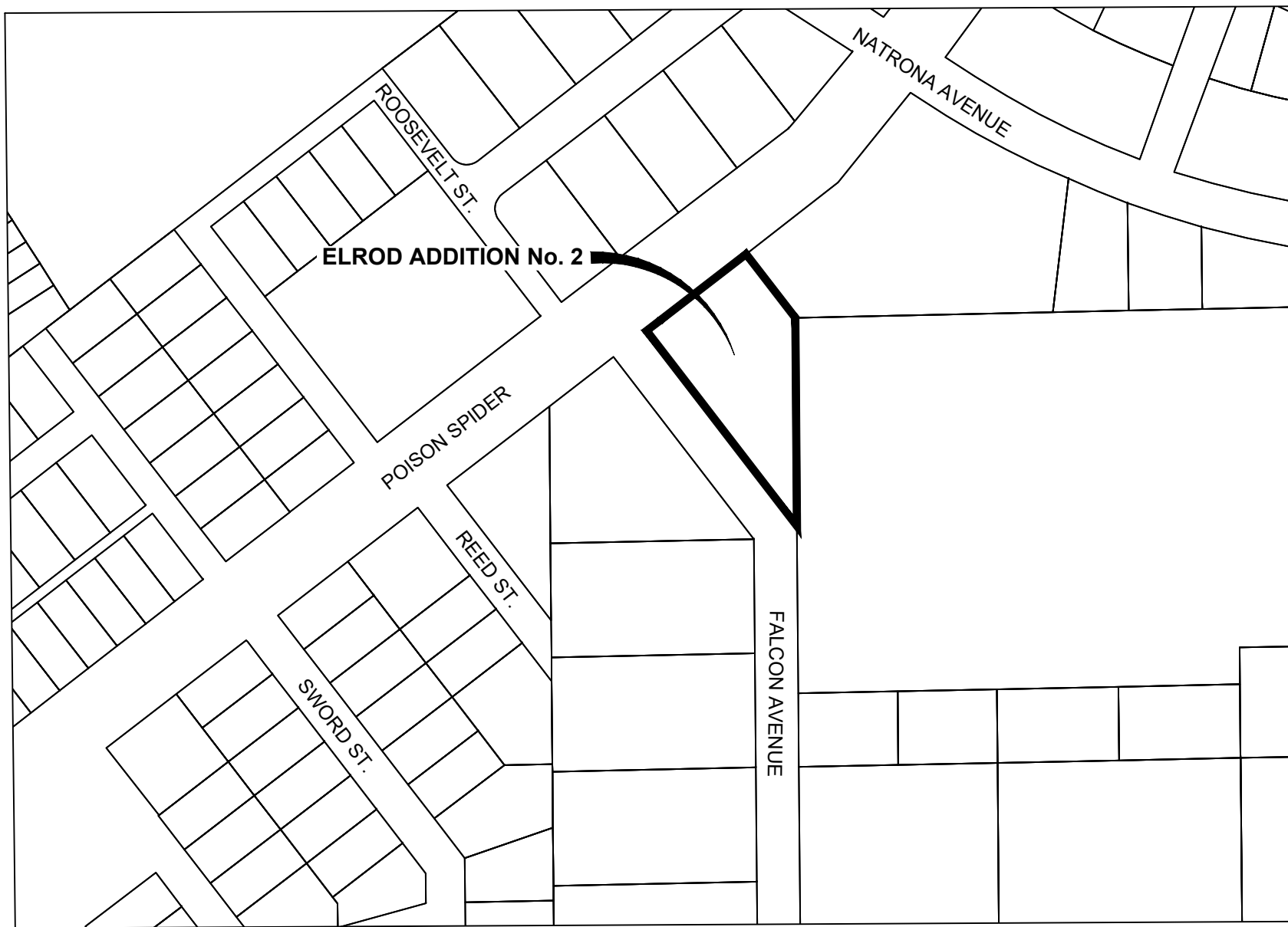
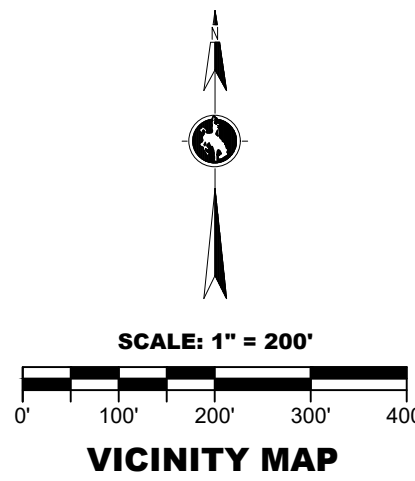
**For Office Use Only: Signature verified: \_\_\_\_\_ Proof of ownership provided: \_\_\_\_\_ Fee Paid: \$ \_\_\_\_\_**



A VACATION AND REPLAT OF LOT 1, ELROD ADDITION  
AS

# ELROD ADDITION No. 2

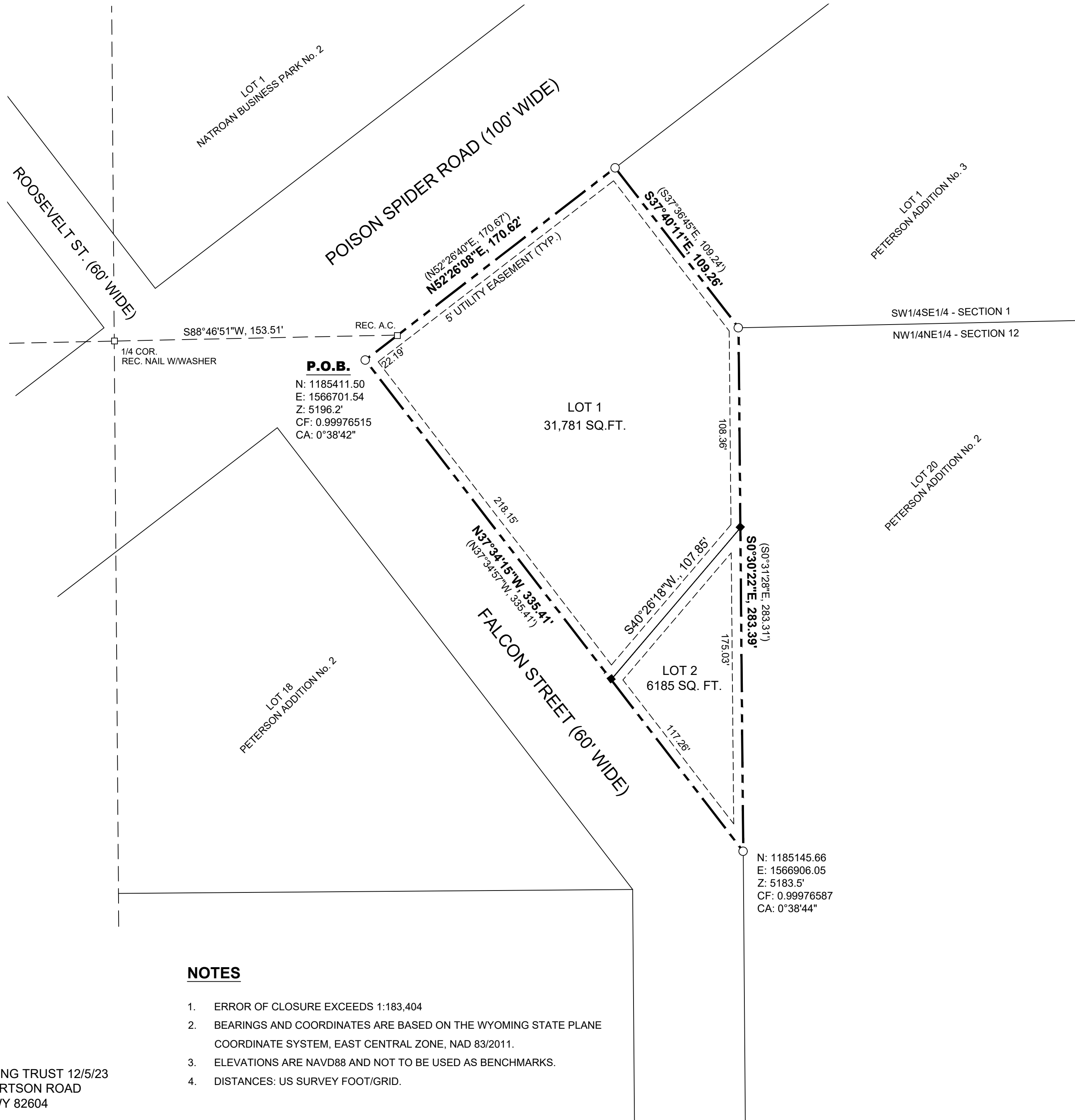
AN ADDITION TO THE CITY OF MILLS, WYOMING  
LOCATED IN PORTIONS OF THE SW1/4SE1/4, SECTION 1 AND NW1/4NE1/4, SECTION 12  
T.33N., R.80.W, 6TH P.M.,  
NATRONA COUNTY, WYOMING



## LEGEND

- RECOVERED BRASS CAP
- RECOVERED CORNER (AS NOTED)
- SET ALUMINUM CAP
- W.C. WITNESS CORNER

- SUBDIVISION BOUNDARY
- LOT LINE
- EASEMENT LINE
- SECTION LINES
- MEASURED BEARING & DISTANCE  
(S88°54'05"W, 781.28')
- RECORD BEARING & DISTANCE  
(S88°53'58"W, 781.04')



## NOTES

- ERROR OF CLOSURE EXCEEDS 1:183,404
- BEARINGS AND COORDINATES ARE BASED ON THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 83/2011.
- ELEVATIONS ARE NAVD88 AND NOT TO BE USED AS BENCHMARKS.
- DISTANCES: US SURVEY FOOT/GRID.

**OWNER:**  
ELROD LIVING TRUST 12/5/23  
2971 ROBERTSON ROAD  
CASPER, WY 82604

**DATE DRAWN:**  
4.9.2025



**Environmental and Civil Solutions, LLC**  
111 West 2nd Street, Suite 600  
Casper, WY 82604  
Phone: 307.337.2883  
www.ecsengineers.net

PROJECT NO. 2500

## CERTIFICATE OF DEDICATION

STATE OF WYOMING  
COUNTY OF NATRONA

THE UNDERSIGNED, DANIEL R. ELROD AND MELISSA A. ELROD, TRUSTEES OF THE ELROD LIVING TRUST 12/5/23, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF LOT1, ELROD ADDITION, LOCATED IN A PORTION OF THE SW1/4SE1/4, SECTION 1, AND THE NW1/4NE1/4, SECTION 12, T.33N., R.80W., 6TH P.M., CITY OF MILLS, NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY CORNER OF THE PARCEL BEING DESCRIBED AND A POINT IN THE INTERSECTION OF THE NORTHEASTERLY LINE OF FALCON STREET WITH THE SOUTHEASTERLY LINE OF POISON SPIDER ROAD; THENCE FROM SAID POINT OF BEGINNING AND ALONG THE NORTHWESTERLY LINE OF SAID PARCEL AND THE SOUTHEASTERLY LINE OF SAID POISON SPIDER ROAD, N.52°26'08"E., 170.62 FEET TO THE NORTHERLY CORNER OF SAID PARCEL AND THE WESTERLY CORNER OF LOT 1, PETERSON ADDITION No. 3; THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL AND THE SOUTHWESTERLY LINE OF SAID LOT 1, PETERSON ADDITION No. 3, S.37°40'11"E., 108.26 FEET TO THE EASTERLY CORNER OF SAID PARCEL, THE SOUTHWEST CORNER OF SAID LOT 1, PETERSON ADDITION No. 3 AND THE NORTHWEST CORNER OF LOT 20, PETERSON ADDITION No. 2; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL AND THE WESTERLY LINE OF SAID LOT 20, PETERSON ADDITION No. 2, S.0°30'22"E., 283.39 FEET TO THE SOUTHERLY CORNER OF SAID PARCEL AND A POINT IN THE NORTHEASTERLY LINE OF SAID POISON SPIDER ROAD; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL AND THE NORTHEASTERLY LINE OF SAID POISON SPIDER ROAD, N.37°34'15"W., 335.41 FEET TO THE POINT OF BEGINNING;

THE ABOVE-DESCRIBED PARCEL OF LAND CONTAINS 0.871 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE VACATION, REPLAT AND SUBDIVISION OF THE FOREGOING DESCRIBED LANDS, LOT 1, ELROD ADDITION, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE ABOVE NAMED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE KNOWN AS "ELROD ADDITION No. 2", TO THE CITY OF MILLS, NATRONA COUNTY, WY. ALL STREETS SHOWN HEREON ARE HEREBY OR WERE PREVIOUSLY DEDICATED TO THE USE OF THE PUBLIC.

EASEMENTS SHOWN HEREON, ARE HEREBY DEDICATED TO THE CITY OF MILLS AND TO THE PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSES OF CONSTRUCTION, OPERATION AND MAINTENANCE OF UTILITY LINES, CONDUITS, DITCHES, DRAINAGE AND ACCESS.

ELROD LIVING TRUST 12/5/23  
2971 ROBERTSON ROAD  
CASPER, WY 82604

ELROD LIVING TRUST 12/5/23  
2971 ROBERTSON ROAD  
CASPER, WY 82604

DANIEL R. ELROD, TRUSTEE

MELISSA A. ELROD, TRUSTEE

## ACKNOWLEDGEMENTS

STATE OF WYOMING )  
) SS  
COUNTY OF NATRONA )

THIS THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025,  
BY DANIEL R. ELROD - TRUSTEE.  
WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC

STATE OF WYOMING )  
) SS  
COUNTY OF NATRONA )

THIS THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025,  
BY MELISSA A. ELROD - TRUSTEE.  
WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC

## APPROVALS

CITY OF MILLS:

APPROVED BY THE CITY COUNCIL OF THE CITY OF MILLS, WYOMING BY RESOLUTION NUMBER \_\_\_\_\_ DULY PASSED, ADOPTED AND  
APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

ATTEST: MAYOR

ATTEST: CITY CLERK

CITY ENGINEER

CITY SURVEYOR

CITY PLANNER

## CERTIFICATE OF SURVEYOR

I, **STEVEN J. GRANGER**, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF "ELROD ADDITION No.2", AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, AND THAT THIS PLAT WAS MADE FROM NOTES DURING AN ACTUAL SURVEY MADE BY ME OR OTHERS UNDER MY DIRECT SUPERVISION DURING THE MONTH OF APRIL, 2025 AND THAT THE PHYSICAL AND MATHEMATICAL DETAILS SHOWN HEREON ARE CORRECT AT THE TIME OF SAID SURVEY.

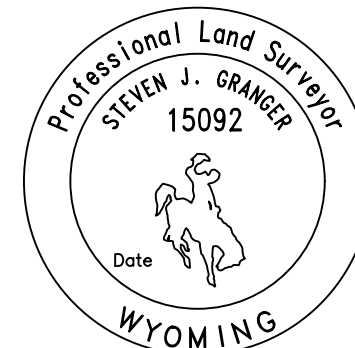
STATE OF WYOMING )  
) SS  
COUNTY OF NATRONA )

THIS THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025,  
BY STEVEN J. GRANGER

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: \_\_\_\_\_














NOTARY PUBLIC



## Elrod Addition No. 2 – Final Plat



## Mills Zoning Districts

	Mills, C-1: General Commercial		Mills, O-B: Office Business District
	Mills, C-3: Business Service District		Mills, R-1: Single Family Dwelling District
	Mills, I-1: Light Industrial		Mills, R-2: One and Two Family Dwelling District
	Mills, I-2: Heavy Industrial		Mills, R-3: Multiple Family Dwelling District
	Mills, M-H: Manufactured Home District		Mills, UA: Urban Agriculture
	Mills, M-P: Manufactured Home Park		Mills, UR: Urban Agriculture Residential
	Mills, PLI: Public Land Institutions		



**TRUSTEE'S SPECIAL WARRANTY DEED**

DANIEL ROBERT ELROD, Successor Trustee of the Elrod Family Trust, dated September 26, 1990, Grantor, of Natrona County, State of Wyoming, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, CONVEY and SPECIALLY WARRANT against all who claim by, through, or under the Grantor, but against none other, to DANIEL R. ELROD and MELISSA A. ELROD, Trustees of the Elrod Living Trust, dated December 5, 2023 whose address is 2971 S. Robertson Rd, Casper, Wyoming 82604, Grantee, all his right, title and interest in and to the following described real estate, situate in Natrona County, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

SEE EXHIBIT A ATTACHED HERETO

Together with all buildings and improvements located thereon or appurtenant thereto and all rights, privileges, hereditaments and tenements appertaining or belonging thereto; SUBJECT to all prior easements, restrictions, reservations, conveyances, conditions, covenants and rights-of-way of record.

WITNESS his hand this 4<sup>th</sup> day of April, 2024.

ELROD FAMILY TRUST,  
dated September 26, 1990

By [Signature]

DANIEL ROBERT ELROD,  
SUCCESSOR TRUSTEE

**[ACKNOWLEDGMENT PAGE TO FOLLOW]**



4/4/2024 9:56:13 AM

Pages: 3

NATRONA COUNTY CLERK

Tracy Good  
Recorded: CC  
Fee: \$18.00  
DANIEL ELROD

## EXHIBIT A

TRACT I:

LOTS 7, 8, 9, 10 AND 11, "PETERSON ADDITION NO. 2" TO THE TOWN OF MILLS,  
NATRONA COUNTY, WYOMING  
ADDRESS: 1114 FALCON AVENUE, MILLS, WY 82644

TRACT II:

LOT 19, "PETERSON ADDITION NO. 2" AND LOT 2, "PETERSON ADDITION NO. 3" TO  
THE TOWN OF MILLS, NATRONA COUNTY, WYOMING  
ADDRESS: 1136 FALCON AVENUE, MILLS, WY 82644

**ACKNOWLEDGMENT**

STATE OF WYOMING                    )  
  ) SS.  
COUNTY OF NATRONA                )

The foregoing instrument was acknowledged before me by Daniel Robert Elrod, Successor Trustee of the Elrod Family Trust this 3<sup>th</sup> day of April, 2024.

Witness my hand and official seal.

\_\_\_\_\_ Jenny Blom  
Notary Public

My commission expires:  
9/14/2027

