

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 4th 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)

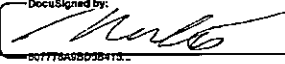
Width of Existing Right-of-Way / Easement: 30' Number of Feet to be Vacated: _____

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 _____

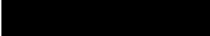
AGENT Signature _____

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

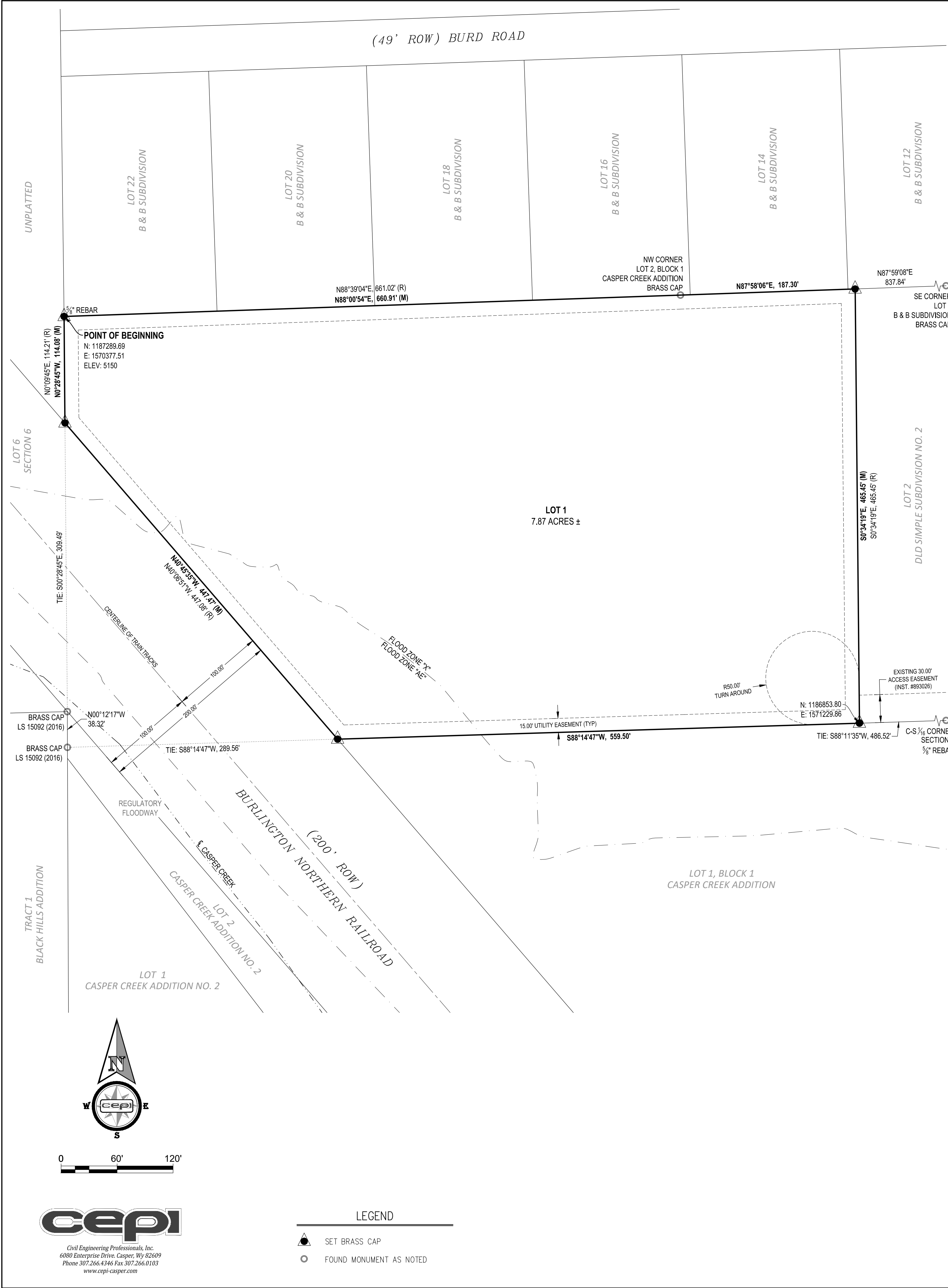
Total: 400.00

Check - 
Check 400.00
Total Applied: 400.00

Change Tendered: .00

03/05/2025 4:32 PM

M:\Land 2025\Surveying\25-109_Casper Creek Replat\Drawings\Survey\Plots\25-109_CASPER CREEK ADDITION NO. 3.dwg, 4/7/2025, Bill



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.

APPROVALS

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

ATTEST: _____ MAYOR
CITY CLERK

INSPECTED AND APPROVED THIS _____, DAY OF _____, 2025.

INSPECTED AND APPROVED THIS _____, DAY OF _____, 2025.

INSPECTED AND APPROVED THIS _____, DAY OF _____, 2025.

INSPECTED AND APPROVED THIS _____, DAY OF _____, 2025.

CITY ENGINEER
CITY SURVEYOR
CITY PLANNER

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

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

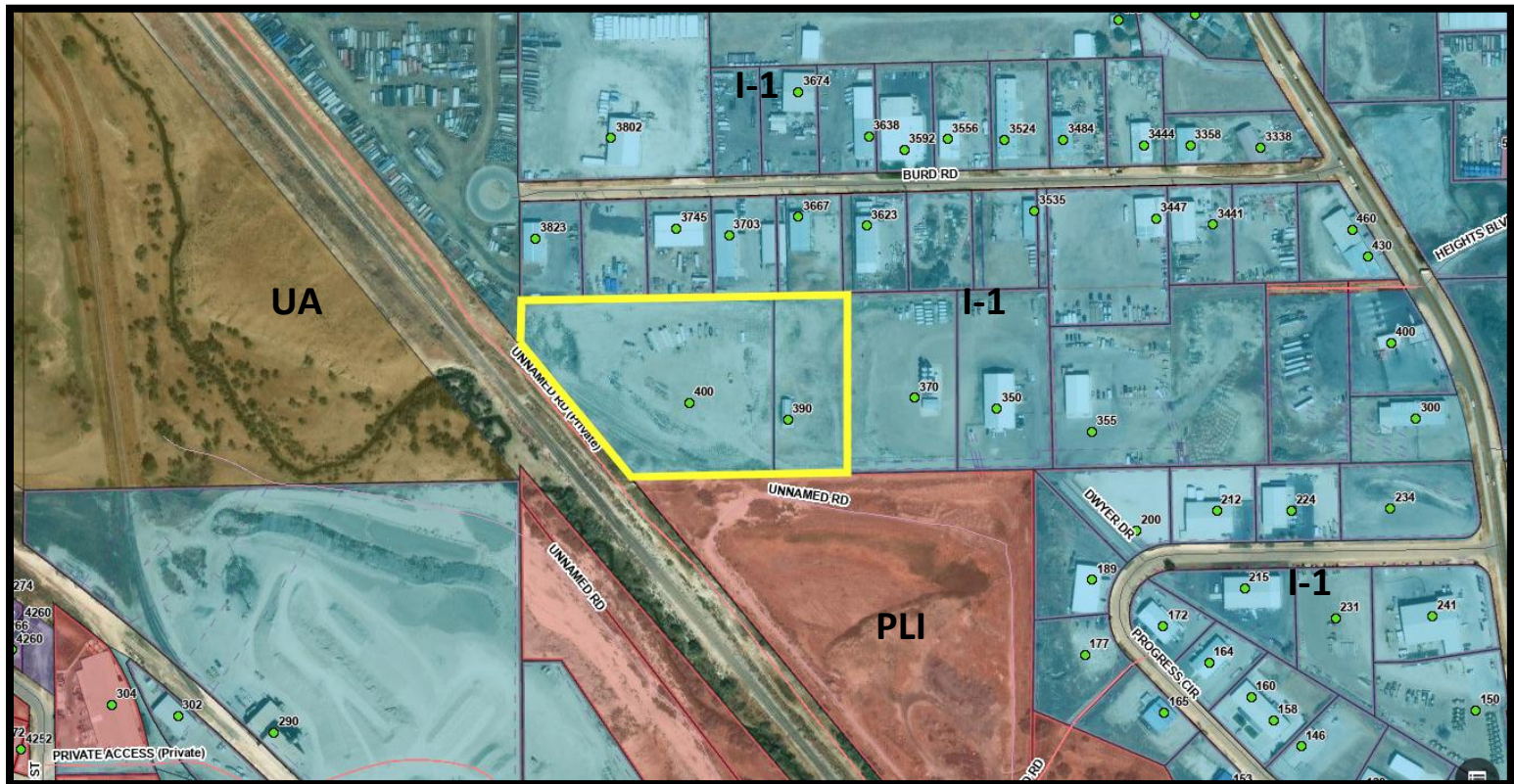
A VACATION AND REPLAT OF LOT 2, BLOCK 1,
CASPER CREEK ADDITION
AND A PLAT OF A PORTION OF THE NE1/4SW1/4 OF
SECTION 6, T.33N., R.79W., 6th P.M.

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

 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	

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 NE¹/₄SW¹/₄, Section 6, Township 33 North, Range 79 West of the 6th P.M., Natrona County, Wyoming, being described as follows:

Beginning at a point on the south line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ 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 NE $\frac{1}{4}$ SW $\frac{1}{4}$; thence N. 88°53'51"E. along the south line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ 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 31st 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 31st day of October, 2019.

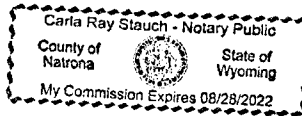
Witness my hand and official seal.

[SEAL]

Celia Ray Stauch
Notary Public

My Commission expires:

8/28/2022



11/1/2019 4:02:34 PM
Pages: 5

NATRONA COUNTY CLERK

1072597

Tracy Good
Recorded: SA
Fee: \$24.00
AMERICAN TITLE AGENCY

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.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



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.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



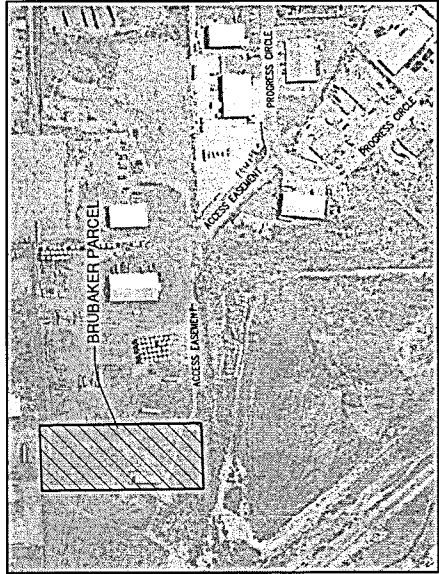
22. TERMS AND PROVISIONS CONTAINED IN WARRANTY DEED FROM C & Y LEASING CORPORATION TO L. M. TAUCHER, ET AL, DATED MARCH 1, 1976, RECORDED OCTOBER 17, 1978, IN BOOK 293 OF DEEDS, PAGE 151.
23. TERMS AND PROVISIONS CONTAINED IN WARRANTY DEED FROM DUANE BALDWIN TO HARRY H. BRUBAKER, DATED NOVEMBER 21, 1978, 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.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





VICINITY MAP
NO SCALE

RECORD LEGAL DESCRIPTION

A PARCEL BEING A PORTION OF THE NE $\frac{1}{4}$ SECTION 6, T.33N., R.79W., OF THE 6TH P.M., NATRONA COUNTY, WYOMING, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NE $\frac{1}{4}$ SECTION 6, BEARING S88°53'51"W., A DISTANCE OF 488.49 FEET FROM THE CENTER-SOUTH CORNER OF SAID SECTION 6; THENCE N00°51'27"E., A DISTANCE OF 465.38 FEET TO A POINT ON THE SOUTH LINE OF B & B SUBDIVISION; THENCE S88°40'00"W., ALONG SAID SOUTH LINE OF SAID B & B SUBDIVISION A DISTANCE OF 187.53 FEET; THENCE S00°51'17"W., A DISTANCE OF 464.62 FEET TO A POINT ON THE SOUTH LINE OF SAID NE $\frac{1}{4}$ SECTION 6; THENCE N88°53'51"E., ALONG THE SOUTH LINE OF SAID NE $\frac{1}{4}$ SECTION 6, A DISTANCE OF 187.51 FEET TO THE POINT OF BEGINNING.

SUBJECT LEGAL DESCRIPTION

A PARCEL BEING A PORTION OF THE NE $\frac{1}{4}$ SECTION 6, T.33N., R.79W., OF THE 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE PARCEL, MONUMENTED BY AN ALUMINUM CAP, LOCATED ON THE SOUTH LINE OF THE NE $\frac{1}{4}$ SECTION 6 AND BEING THE POINT OF BEGINNING;

THENCE S88°14'52"W., ALONG THE SOUTH LINE OF THE PARCEL AND SAID NE $\frac{1}{4}$ SECTION 6, A DISTANCE OF 187.51 FEET TO THE SOUTHWEST CORNER, MONUMENTED BY A BRASS CAP;

THENCE N00°34'21"W., ALONG THE WEST LINE OF THE PARCEL AND THE EAST LINE OF LOT 2, BLOCK 1 OF THE CASPER CREEK ADDITION TO THE TOWN OF MILLS, A DISTANCE OF 464.41 FEET TO THE NORTHWEST CORNER OF THE PARCEL, LOCATED ON THE SOUTH LINE OF THE B & B SUBDIVISION, MONUMENTED BY AN ALUMINUM CAP;

THENCE N87°56'33"E., ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF THE B & B SUBDIVISION, A DISTANCE OF 187.46 FEET TO THE NORTHEAST CORNER OF THE PARCEL, MONUMENTED BY AN ALUMINUM CAP;

THENCE S00°34'54"E., ALONG THE EAST LINE OF THE PARCEL AND THE WEST LINE OF LOT 1 OF THE OLD SIMPLE SUBDIVISION, A DISTANCE OF 465.40 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 2.00 ACRES, (87,140.12 SF.) MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE ABOVE DESCRIBED PARCEL IS THE SAME PARCEL DESCRIBED IN THE TITLE COMMITMENT PREPARED BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO. 2019-2588, DATED OCTOBER 8, 2019.

TO: MAHEGGS, LLC
CHICAGO TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 7(a), 7(b)(1), 8, 9, 11, 13, 14, 15, 17, 18 AND 19 OF TABLE A THEREOF.

DATE OF PLAT: OCTOBER 25, 2019
BY: ALTA/NSPS SURVEYORS
WYOMING REGISTERED PROFESSIONAL SURVEYORS
WYO. REG. #5528
WILLIAM B. EHRINGER, P.L.L.C.

EXPIRATION DATE: DECEMBER 31, 2021



EXHIBIT B

ALTANSPS LAND TITLE SURVEY
FOR
BRUBAKER PARCEL

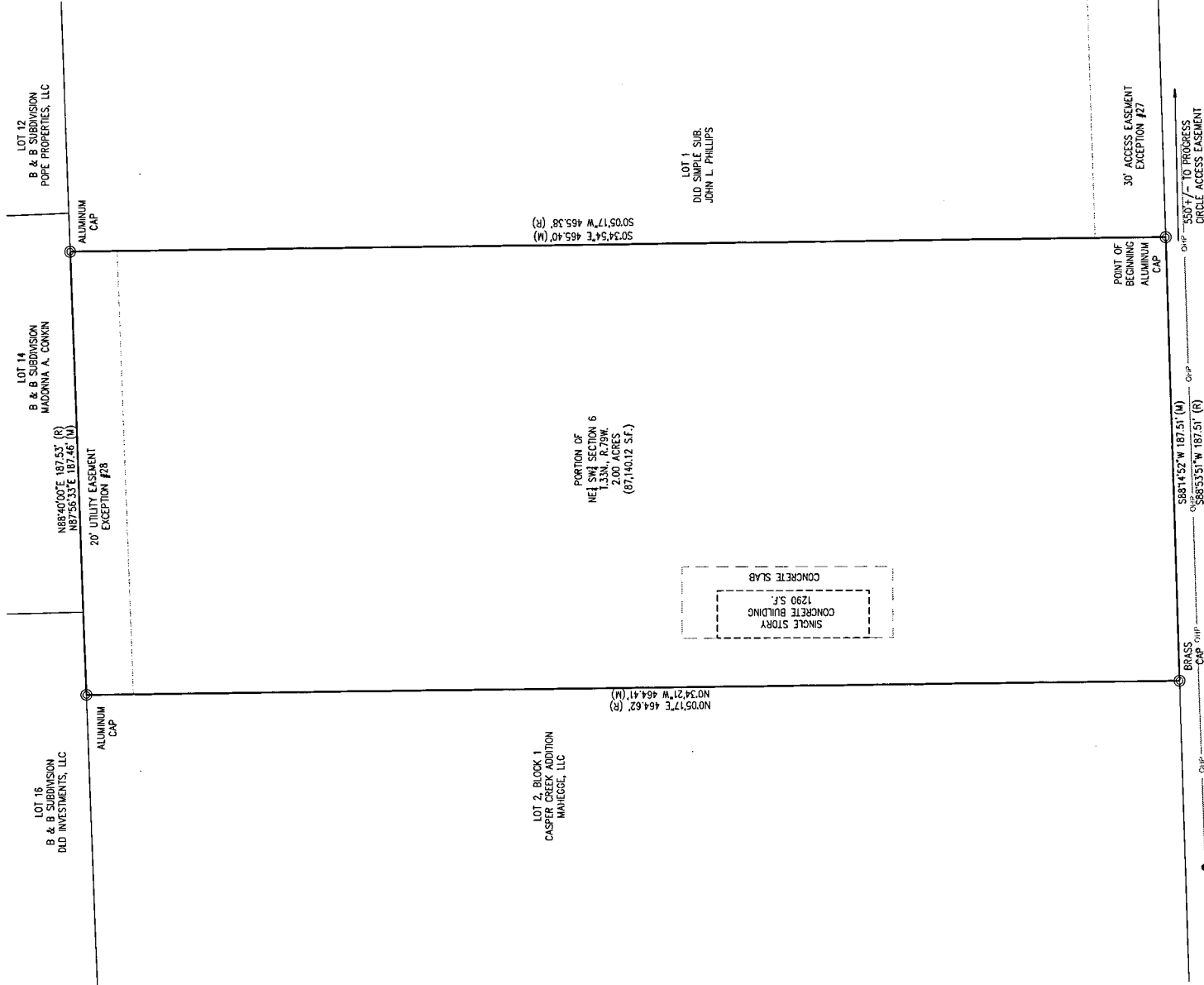
BEING A PORTION OF THE NE $\frac{1}{4}$ SECTION 6, T.33N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING
W.O. #19-253
OCTOBER, 2019

SCHEDULE B - PART II - EXCEPTIONS:

- EXCEPTIONS 1 - 10: STANDARD EXCEPTIONS OF LIENS, ENCUMBRANCES, MINING CLAIMS, MINERAL RIGHTS, ASSESSMENTS AND TAXES. BLANKET IN NATURE AND NOT PLOTTABLE.
- EXCEPTION 11: RIGHT-OF-WAY FROM L. L. BRASWELL, GRANTED TO THE ILLINOIS PIPE LINE COMPANY, RECORDED AUGUST 29, 1918 IN BOOK 20 OF DEEDS, PAGE 605. BLANKET IN NATURE AND NOT PLOTTABLE.
- EXCEPTION 12: PATENT FROM THE UNITED STATES OF AMERICA TO CECIL S. STONE, RECORDED JUNE 26, 1922, BOOK 32 OF DEEDS, PAGE 64. BLANKET IN NATURE AND NOT PLOTTABLE.
- EXCEPTION 13: CONTRACT BY AND BETWEEN C. S. STONE AND JOHN A. HIGBEE, RECORDED APRIL 19, 1923, BOOK 16 OF ACAL, PAGE 61. BLANKET IN NATURE AND NOT PLOTTABLE.
- EXCEPTION 14: RIGHT-OF-WAY CONTRACT FROM A. W. INNERMAN, GRANTED TO STANLUND PIPE LINE COMPANY, RECORDED AUGUST 22, 1944, BOOK 33 ACAL, PAGE 528. BLANKET IN NATURE AND NOT PLOTTABLE.
- EXCEPTION 15: RIGHT-OF-WAY FROM DON H. GALLES GRANTED TO SINGLAK REFINING COMPANY, RECORDED DECEMBER 16, 1948, BOOK 39 ACAL, PAGE 232. BLANKET IN NATURE AND NOT PLOTTABLE.
- EXCEPTION 16: CONTRACT AND GRANT OF EASEMENT BETWEEN THE UNITED STATES OF AMERICA AND DON H. GALLES, RECORDED APRIL 14, 1952, BOOK 46 ACAL, PAGE 102. NOT APPLICABLE TO THIS SITE.
- EXCEPTION 17: RIGHT-OF-WAY FROM DON H. GALLES GRANTED TO PLATTE PIPE LINE COMPANY, RECORDED SEPTEMBER 23, 1952, BOOK 49 ACAL, PAGE 260. BLANKET IN NATURE AND NOT PLOTTABLE.
- EXCEPTION 18: DEED OF EASEMENT FROM MRS. C. LANEY GRANTED TO THE NORTH CENTRAL GAS COMPANY, RECORDED DECEMBER 9, 1953, BOOK 53 ACAL, PAGE 445. NOT APPLICABLE TO THIS SITE.
- EXCEPTION 19: CONTRACT AND GRANT OF EASEMENT BETWEEN THE UNITED STATES OF AMERICA AND DON H. GALLES, RECORDED OCTOBER 5, 1955, BOOK 62 ACAL, PAGE 555. NOT APPLICABLE TO THIS SITE.
- EXCEPTION 20: CONVEYANCE OF RIGHT-OF-WAY FROM LEROY R. STEWART GRANTED TO PACIFIC POWER & LIGHT COMPANY, RECORDED FEBRUARY 4, 1960, BOOK 84 ACAL, PAGE 418. BLANKET IN NATURE AND NOT PLOTTABLE.
- EXCEPTION 21: WARRANTY DEED FROM LEROY R. STEWART TO C. & Y. LEASING CORPORATION, RECORDED OCTOBER 17, 1978, BOOK 293 OF DEEDS, PAGE 150. BLANKET IN NATURE AND NOT PLOTTABLE.
- EXCEPTION 22: WARRANTY DEED FROM C & Y LEASING CORPORATION TO L. M. TAUCHER, RECORDED OCTOBER 17, 1978, BOOK 293 OF DEEDS, PAGE 151. BLANKET IN NATURE AND NOT PLOTTABLE.
- EXCEPTION 23: WARRANTY DEED FROM DUANE BALDWIN TO HARRY H. BRUBAKER, RECORDED NOVEMBER 27, 1978, BOOK 294 OF DEEDS, PAGE 402. BLANKET IN NATURE AND NOT PLOTTABLE.
- EXCEPTION 24: WARRANTY DEED FROM Z. S. MERRITT TO DUANE BALDWIN, RECORDED DECEMBER 19, 1978, BOOK 295 OF DEEDS, PAGE 125. BLANKET IN NATURE AND NOT PLOTTABLE.
- EXCEPTION 25: WARRANTY DEED FROM WESTERN DRILLING CORPORATION TO DUANE BALDWIN, RECORDED DECEMBER 19, 1978, BOOK 295 OF DEEDS, PAGE 126. BLANKET IN NATURE AND NOT PLOTTABLE.
- EXCEPTION 26: WARRANTY DEED FROM C & Y LEASING CORPORATION TO L. M. TAUCHER, RECORDED JANUARY 11, 1979 AS INSTRUMENT NO. 25466. BLANKET IN NATURE AND NOT PLOTTABLE.
- EXCEPTION 27: GRANT OF ACCESS EASEMENT BY T MEN INVESTMENTS, LLC TO HARRY H. BRUBAKER, RECORDED AUGUST 5, 2010 AS INSTRUMENT NO. 893027. PLOTTED AND SHOWN HEREON.
- EXCEPTION 28: GRANT OF UTILITY EASEMENT BY HARRY H. BRUBAKER GRANTED TO T MEN INVESTMENTS, LLC, RECORDED AUGUST 5, 2010 AS INSTRUMENT NO. 893027. PLOTTED AND SHOWN HEREON.
- EXCEPTION 29: RESERVATION AND GRANT OF UTILITY AND ROADWAY ACCESS EASEMENT BY AND BETWEEN T MEN INVESTMENTS, LLC AND OLD INVESTMENTS, LLC, RECORDED AUGUST 5, 2010 AS INSTRUMENT NO. 893029. NOT APPLICABLE TO THIS SITE.
- EXCEPTION 30: MILLS NORTHERN EXPANSION ANNEXATION PLAT, RECORDED SEPTEMBER 16, 2015 AS INSTRUMENT NO. 999662. BLANKET IN NATURE AND NOT PLOTTABLE.
- EXCEPTION 31: ORDINANCE NO. 659 RECORDED SEPTEMBER 16, 2015 AS INSTRUMENT NO. 999663. BLANKET IN NATURE AND NOT PLOTTABLE.

NOTES:

- THE TITLE REPORT PREPARED BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO. 2019-2588, DATED OCTOBER 8, 2019, WAS USED IN DEFINING EASEMENTS AND OWNERSHIPS SHOWN ON THIS PLAT.
- THE BASIS OF BEARING FOR THIS SURVEY IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 83/86, CITY OF CASPER DATUM.
- THE BOUNDARY OF THE PROPERTY ENCOMPASSES 2.00 ACRES, (87,140.12 SF.), MORE OR LESS.
- THERE IS ONE SINGLE STORY CONCRETE BUILDING LOCATED ON THE PARCEL AT THE TIME OF THIS SURVEY.
- ZONING FOR THE SUBJECT PROPERTY IS DEVELOPING INDUSTRIAL (D).
- THE MINIMUM LOT WIDTH IS 100 FEET.
THE FRONT YARD SETBACK IS 30 FEET.
THE REAR YARD SETBACK IS 15 FEET.
THE PROPERTY IS ZONED R-100. EXCEPT A COMMERCIALLY ZONED LOT ADJOINING A RESIDENTIALLY ZONED LOT WHERE THE SIDE YARD SETBACK SHALL BE A MINIMUM OF 50 FEET. MAXIMUM BUILDING HEIGHT IS 40 FEET OR THREE STORIES.
- THE PARKING REQUIREMENTS ARE BASED ON THE TYPE OF BUSINESS DEVELOPED ON THIS PROPERTY. THE PARKING REQUIREMENTS CAN BE FOUND IN THE TOWN OF MILLS ZONING CODE, SECTION 17.12.010. THERE ARE NO PARKING STRIPES ON SITE AT TIME OF SURVEY.
- THE PROPERTY IS SHOWN ON FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP COMMUNITY PANEL NO. 56025C 2001 E, DATED MAY 16, 2015 AND IS LOCATED IN ZONE X.
- ACCESS IS AVAILABLE FROM PROGRESS CIRCLE (50' ROW) VIA A 30' WIDE ACCESS AND UTILITY EASEMENT, INSTRUMENT NO. 893026. PROGRESS CIRCLE IS A PUBLICLY DEDICATED STREET OWNED AND MAINTAINED BY THE TOWN OF MILLS, WYOMING. THERE ARE NO PROPOSED CHANGES IN THE EASEMENT RIGHT-OF-WAY LINES.
- LOCATIONS OF UNDERGROUND UTILITIES ARE BASED ON OBSERVATIONS OF ABOVE GROUND STRUCTURES. NO EXCAVATIONS WERE PERFORMED.
- THERE WERE NO VISIBLE ENCROACHMENTS AT TIME OF THIS SURVEY.
- THERE WERE NO VISIBLE SONS OF WETLANDS ON THE SITE AT TIME OF THIS SURVEY.



LEGEND

- FOUND MONUMENT AS NOTED
- SET ALUMINUM CAP
 - POWER LINE OVERHEAD W/POWER POLE
 - PROPERTY LINE
 - EASEMENT LINE



Civil Engineering Professionals, Inc.
6080 Enterprise Drive Casper, WY 82609
Phone 307.266.4316 Fax 307.266.0103
www.cepi-casper.com

SPECIAL WARRANTY DEED

THIS INDENTURE made this 28th 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
Pages: 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:

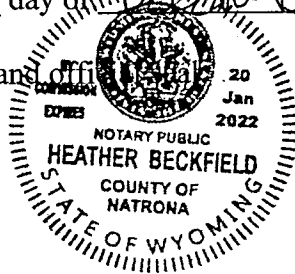
The Town of Mills, Natrona County, Wyoming

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

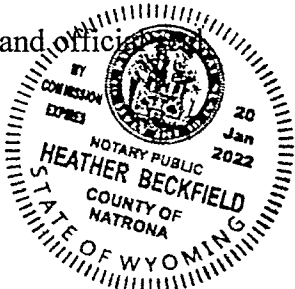
Attested to by:

[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 28th 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:

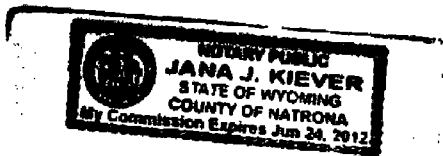
HARRY H. BRUBAKER

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

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 3rd day of ~~July~~ August, 2010.

Witness my hand and official seal.

[SEAL]



Notary Public

My Commission expires:

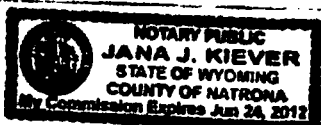
June 24, 2012

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

3rd 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.

[SEAL]



Jana J. Kiever
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 6th 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 6th 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

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.

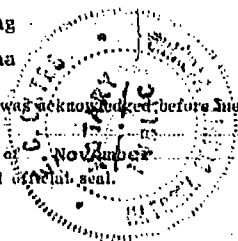
Said parcel is conveyed subject to any and all reservations, conditions, easements and rights-of-way of record or as may otherwise exist and should provide for means of ingress and egress; also, subject to reservations of mineral rights reserved by Leroy R. Stewart and Esther M. Stewart.

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

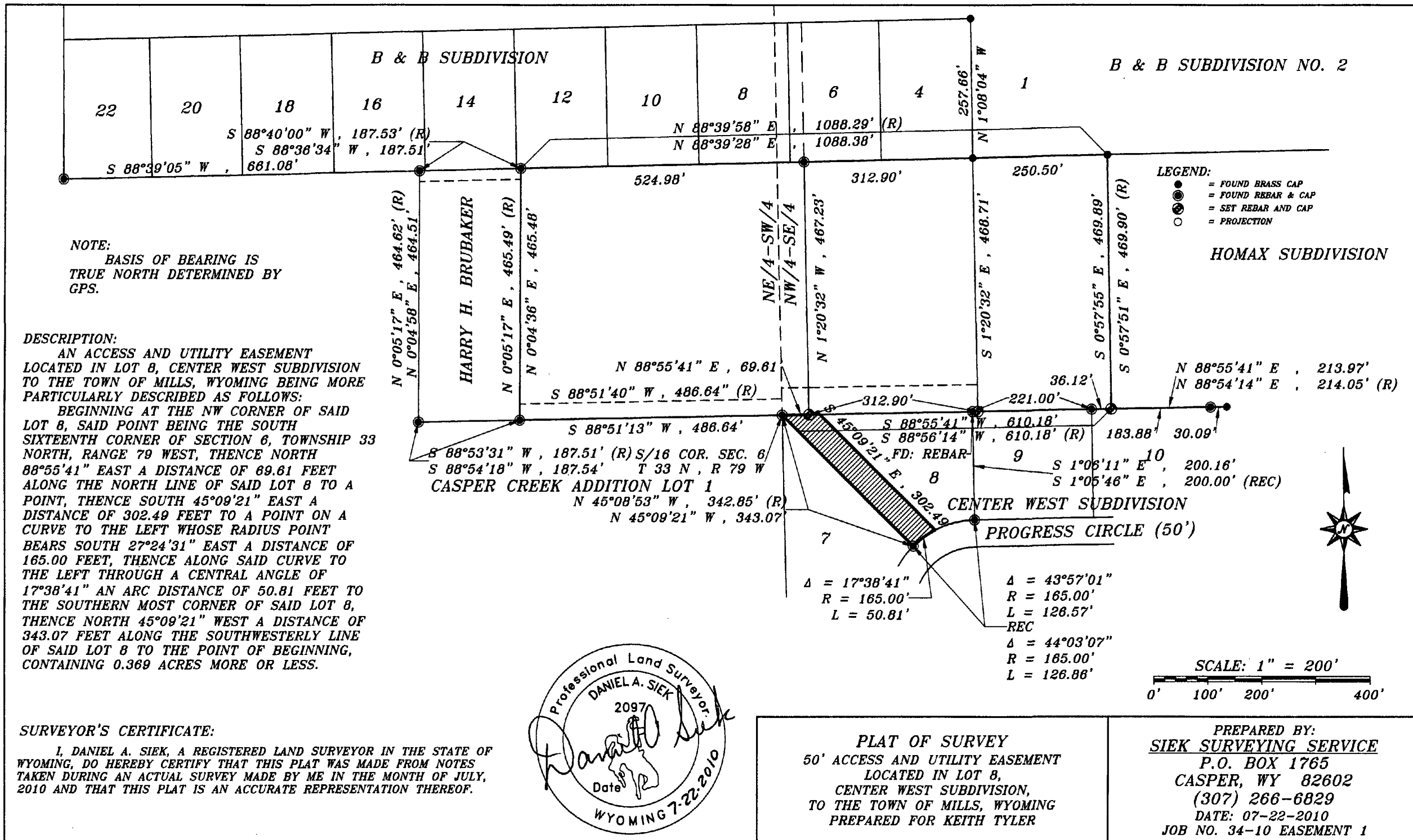
Duane Baldwin
Duane Baldwin

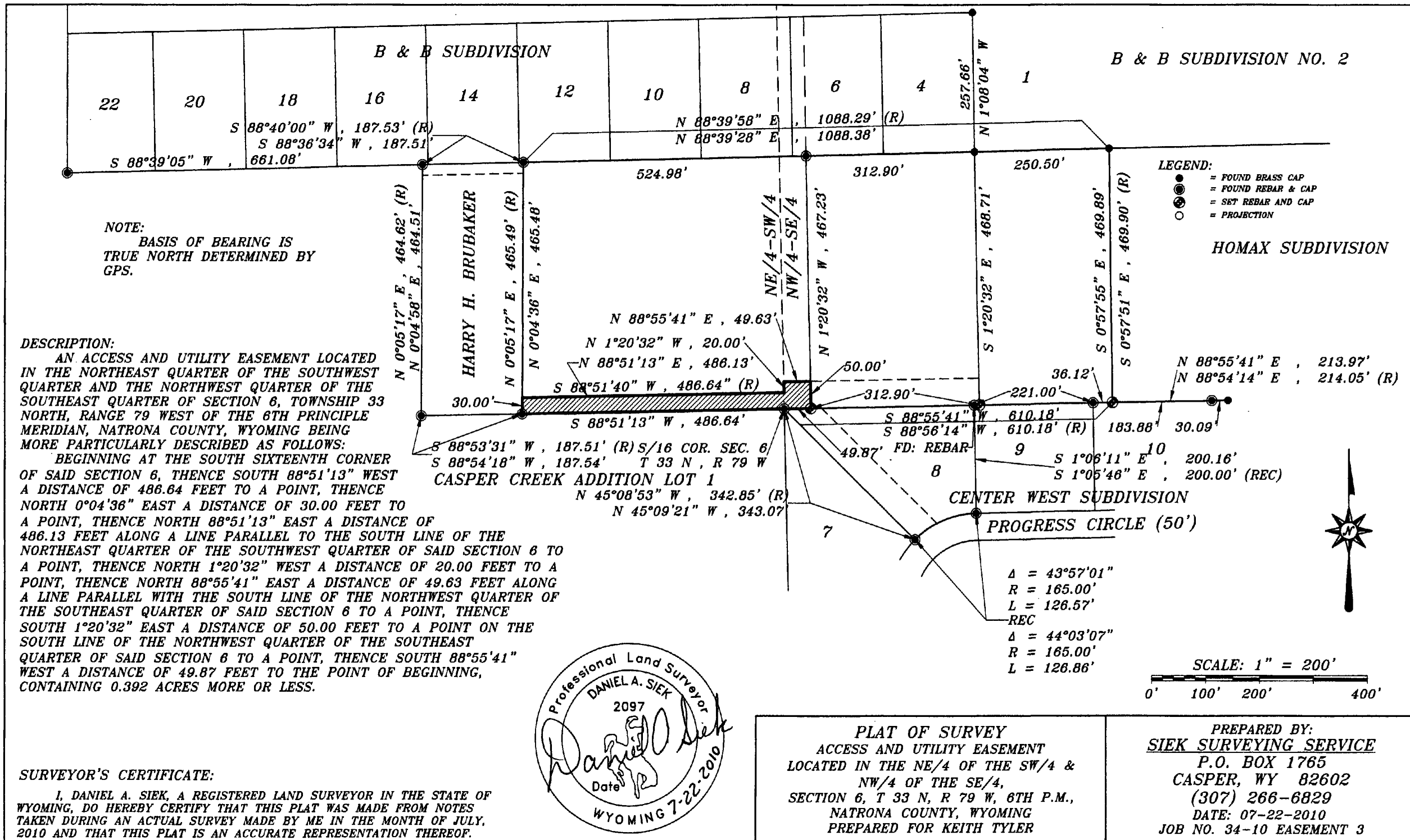
STATE OF Wyoming
COUNTY OF Natrona

The foregoing instrument was acknowledged before me by this 21 day of November, 19 78.
Witness my hand and official seal.



Duane Baldwin
[Signature]
Title of Officer
My Commission Expires: 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

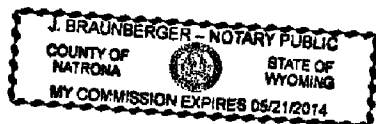
By: [Signature]

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 6th 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 6th 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.

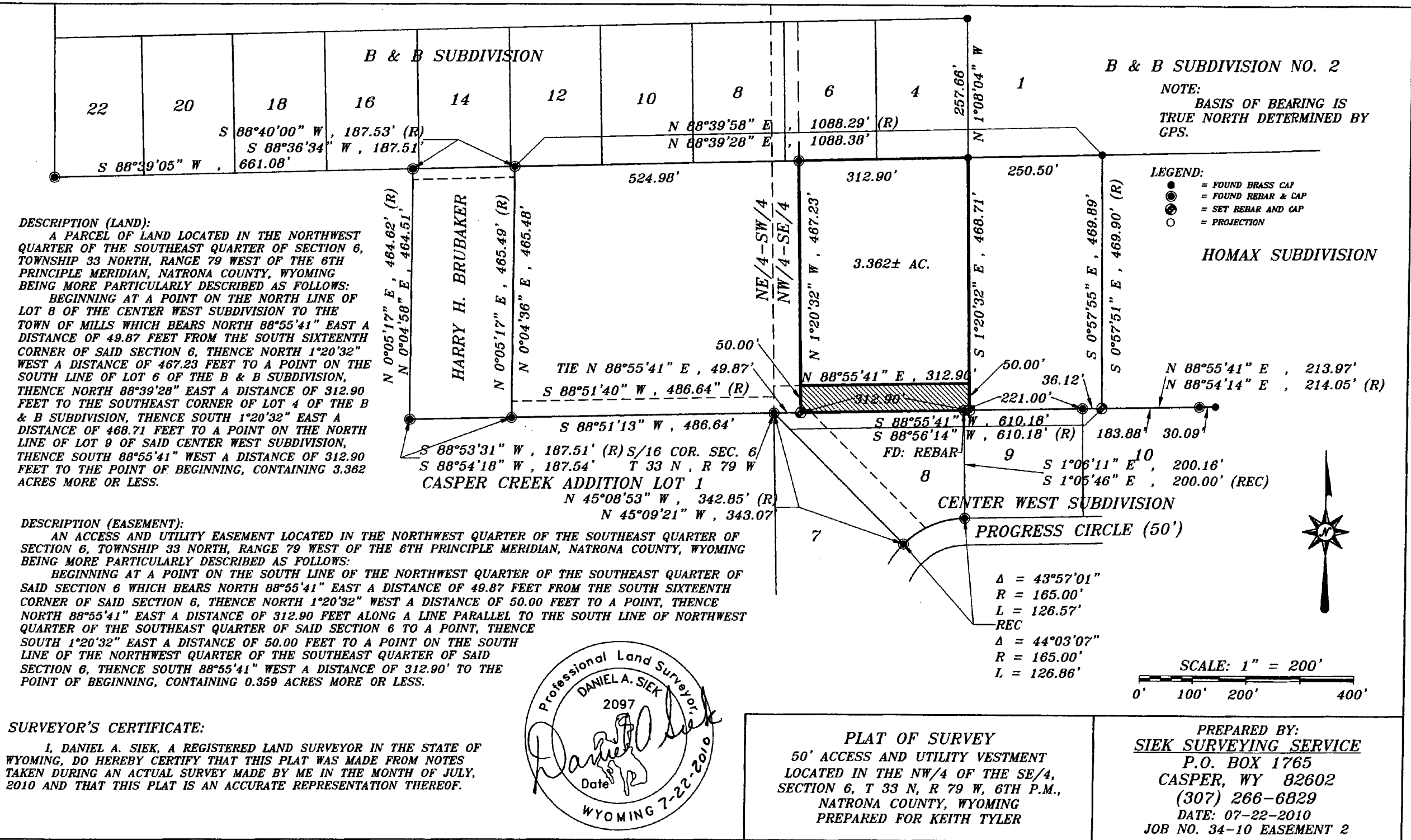
SURVEYOR'S CERTIFICATE:

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.



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



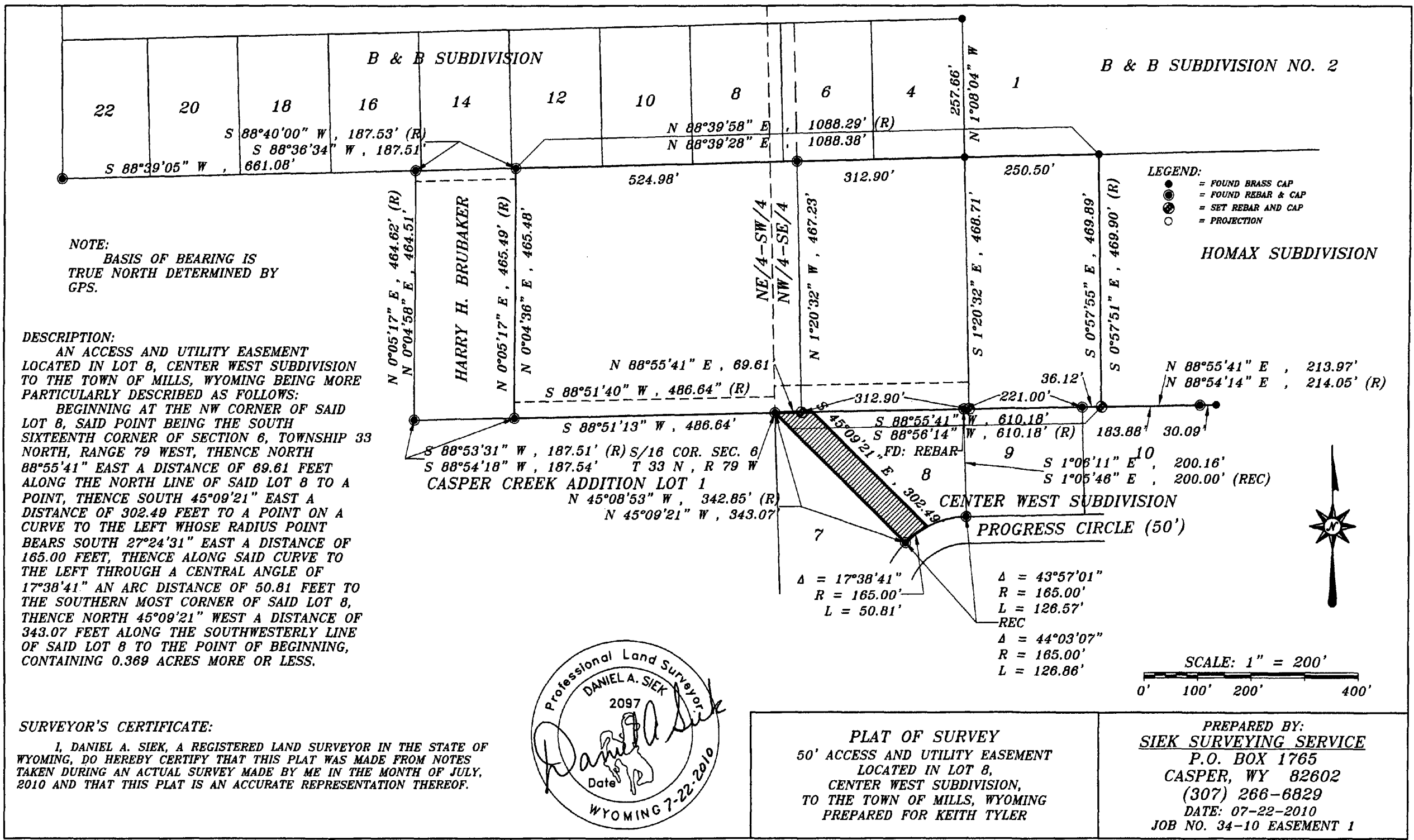


EXHIBIT C1

