

King Enterprises

Commercial Development Plan

Planning Commission Meeting
November 7, 2024

City Council Meeting

Applicants: King Enterprises/Malik Hegge

Case Number: 24.03 DEV

Summary: The applicant is proposing to construct a 5,000 square foot commercial warehouse facility and associated office building. The site consists of two (2) adjacent parcels, an unplatted parcel and Lot 2, Blk 1, Casper Creek Addition, creating a development area approximately 7.87-acres in size. It was annexed into the City of Mills in 2015. There is an existing structure on the unplatted parcel and various commercial items being stored on the property.

The property is bounded on the west by railroad right of way and city owned property to the south. B & B Subdivision is adjacent to the north. There is no platted, public right-of-way access to the property. Access is obtained via an unimproved access and utility easement, recorded via separate instrument.

The property is zoned I-1 (Light Industrial District) and the proposed use of the property is permitted within this zone district. The use is also consistent with the City's future land use map and general goals and polices of the City of Mills Master Plan.

Legal Description: Lot 2, Block 1, Casper Creek

Location: The property is located south of Burd Rd, east of Progress Circle. Access is obtained via Dwyer Drive across and unimproved access easement.

Current Zoning: I-1 (Light Industrial)

Adjacent Land Use: North: B & B Subdivision (I-1)
South: Unplatted City owned tract (PLI)
East: DLD Simple Subdivision (I-1)
West: Railroad ROW & Unplatted tracts (UA & I-1)

Planning Considerations:

1. Access is proposed to be provided via an unimproved access & utility easement (Instrument #893026).
 - a. The access easement is required to be improved to city standards within the

- easement/ROW to the property line for commercial/industrial development.
- b. Submit road design plans & discuss installation timeline
2. Public water service is required to serve the property. The development plan depicts a water service line to the proposed structure; however, service lines can only be utilized from a water main to the structure across the property to be served. Service lines cannot cross other legally described lots, even if owned by the same entity. As such, one of the following must be provided:
 - a. Resubdivide all lots owned by Mahegge LLC into one parcel so that the water service line taps from the water main and directly onto the subject property. If the service line from the water main crosses only one lot, it is permitted.
 - b. Construct a water main to the boundary of the parcel and extend a service line to the structure. Obtain DEQ permit to construct for the water main.
 3. Submit a drainage study completed by a Wyoming licensed engineer.
 - a. Revise the site plan to show more information on proposed drainage for the site.
 - b. Show all on-site detention, if applicable.
 4. Provide additional detail and show the driveway access to the parking area and buildings from the access easement.
 - a. All required parking spaces shall be paved.
 5. Submit a landscaping plan, or a letter requesting a fee in lieu of landscaping, for consideration by Mills City Council.
 6. Show and label all structure dimensions and setbacks from the nearest property line.
 - a. Label each structure's use
 7. Provide manufacturer's specifications for all site lighting which depicts shielding for the wall pack lighting which complies with city standards.
 8. Obtain all required building permits for:
 - a. All structures
 - b. All site lighting
 - c. All on-premise signage.
-
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Staff Recommendation:

Staff recommends the Planning Commission TABLE the King Enterprises Development Plan request until additional information to satisfy all planning considerations can be submitted and reviewed.

Planning Commission Recommendation:



**CITY OF MILLS
APPLICATION FOR SITE PLAN APPROVAL**

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

PAID
OCT 23 2024

Date: 10.23.24
Return by: _____
(Submittal Deadline)
For Meeting on: _____

PLEASE PRINT

SINGLE POINT OF CONTACT: Malik Hegge

APPLICANT/PROPERTY OWNER(S) INFORMATION:

Print Owner Name: King Enterprises / Malik Hegge
Owner Mailing Address: PO BOX 1416
City, State, Zip: Mills, WY 82644
Owner Phone: 307-630-3385
Applicant Email: malik@kavcattle.com

AGENT INFORMATION:

Print Agent Name: _____
Agent Mailing Address: _____
City, State, Zip: _____
Agent Phone: _____
Agent Email: _____

PROPERTY INFORMATION:

Subject property legal description (attach separate page if long legal): Casper Creek Block 1 Lot 2
Physical address of subject property if available: 400 Dwyer
Size of lot(s) sq. ft./acres: 5.87 acres
Current zoning: Commercial/Ind. Current use: Commercial / Industrial
Intended use of the property: Shop / office
Zoning within 300 feet: _____ Land use within 300 feet: _____

ATTACHMENTS (REQUIRED):

1. Proof of ownership: (such as deed, title certification, attorney's title opinion)
2. Seven (7) full sized copies of the Site Plan:
3. One reproducible 11 x 17 Site Plan hard copy:
4. One Site Plan electronic copy (pdf): Snt to Megan Nelms

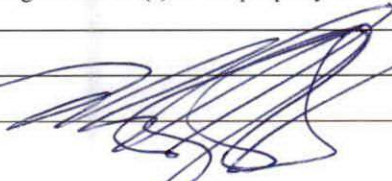
IF APPLICABLE, INCLUDE:

1. Number of employees on the premises: 5
2. Building occupant loading (if recreational, entertainment, place of assembly, a facility or building of similar nature): N/A
3. Number of residential units: 0
4. Number of off-street parking spaces provided: 15
5. Number of off-street parking spaces required: 9

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 to be the contact 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: _____

FEE: \$10.00 per dwelling unit with a \$250.00 minimum and a \$1000.00 maximum; plus a recordation fee of \$150.00.

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

October 23, 2024

Project Name and Designer:

King Shop
King Enterprises/Mahegge LLC
164 Progress Circle
PO BOX 1416
Mills, WY 82644

Application for Site Plan Approval – City of Mills

Legal: Casper Creek Block 1, Lot 2
Physical: 400 Dwyer, Mills, WY 82644

Shop Size 50' X 100' – Side with eave height 20-foot side wall roof pitch 1/12 – Metal Siding with Wainscoting

Office Size 50' X 32' – Eave Heights 10-foot side wall roof pitch 4/12 – Metal Siding with Wainscoting

This exterior will match the other buildings in the area.

There will be 15 parking spaces and 5 people that work at the office/shop.

Surrounding businesses:

G Frank LLC
William Burd
B&B Subdivision
WY Corner LLC
Mahegge LLC – Owner

Exterior Lighting will be Wall Packs on the exterior of the entire building.

Ground surfacing throughout will be Crushed Asphalt and Concrete.

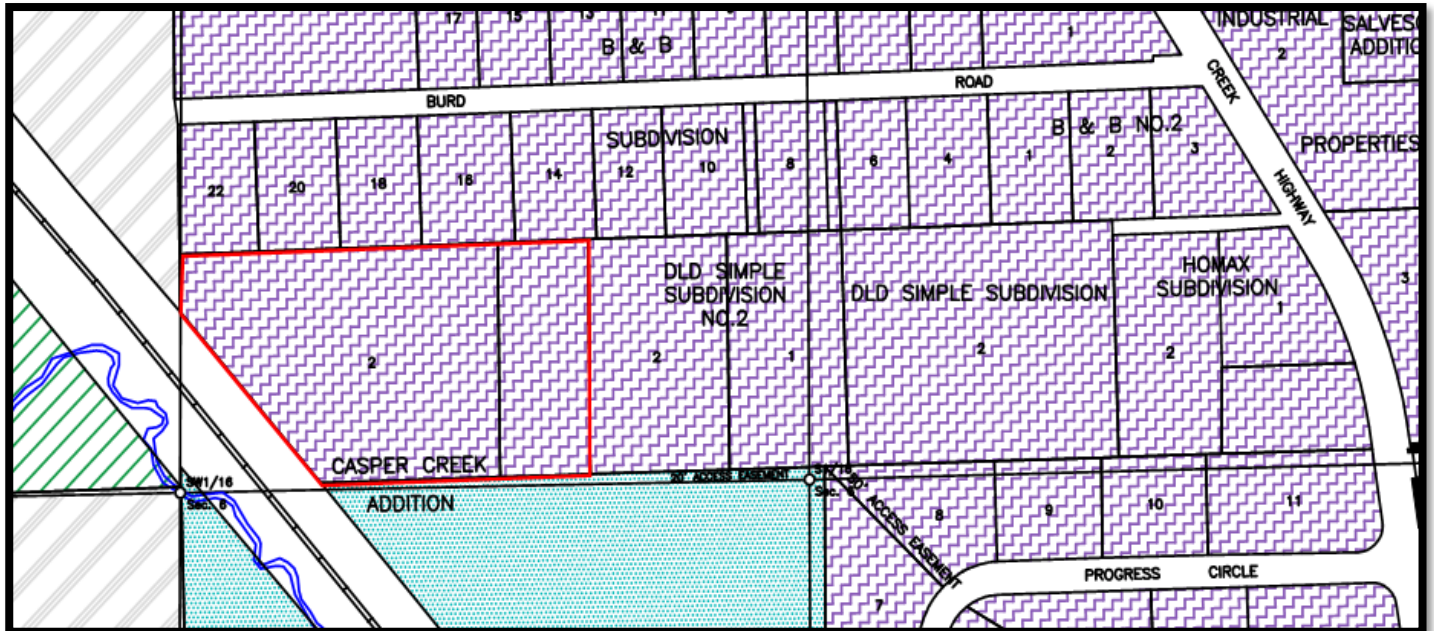
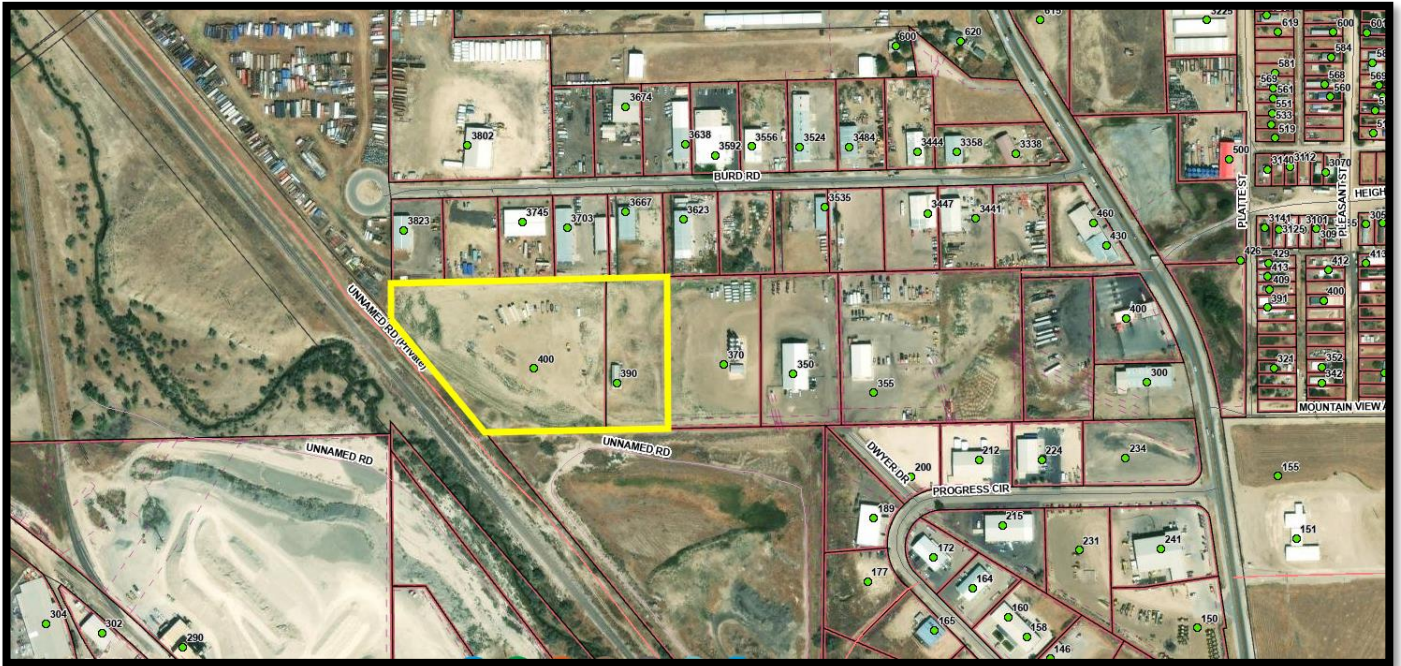
There will be no main water line to the property, there will be a service water line added.

*The road easement is from Mahegges neighboring property. Easement is listed on the plan. Road easement will come from Mahegge lot next to the location of the building. It is listed on the plans as well.

*Utility Easement documents are in the submitted application – There is on the North and South side of the property.

This is a commercial/industrial area and zoned as commercial/industrial.

King Enterprises - Commercial Development Plan

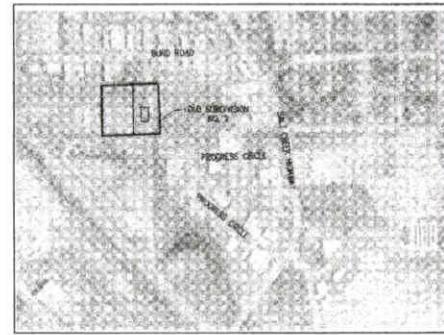
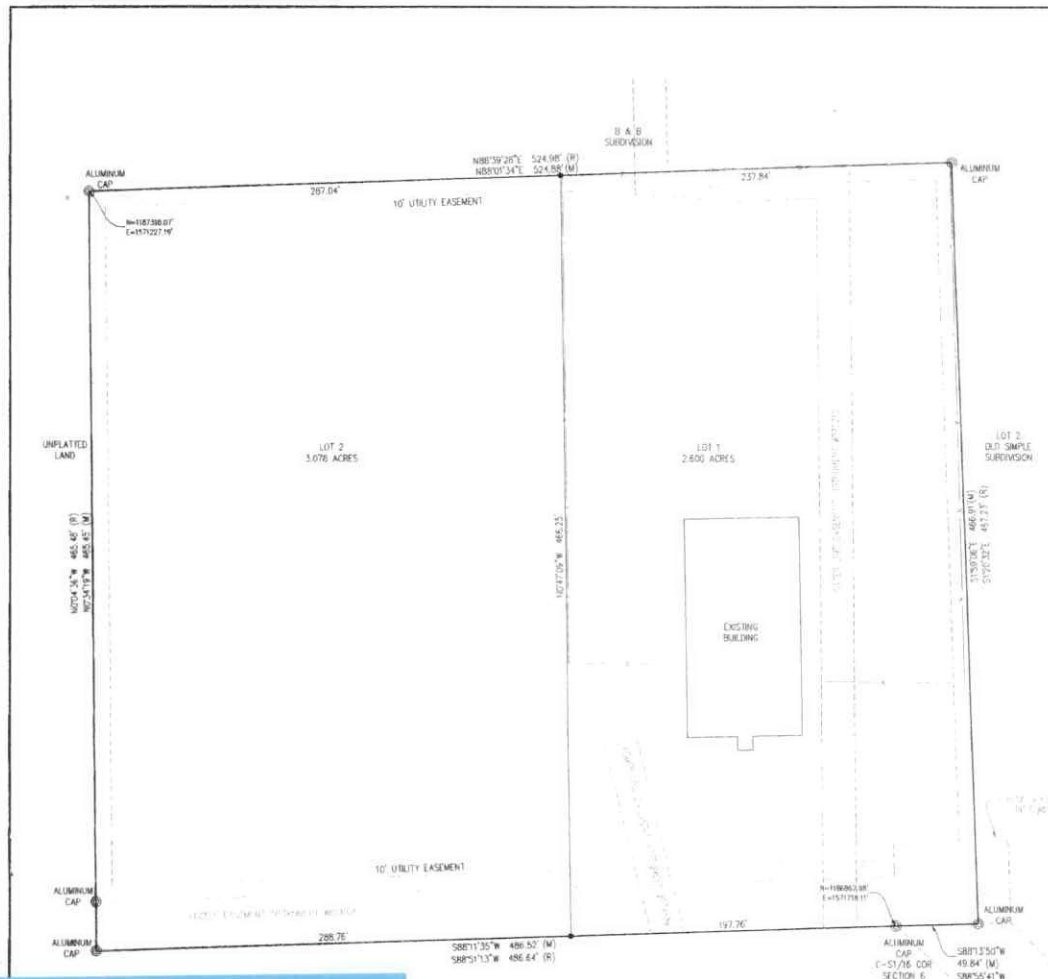


Mills Zoning Districts

	— AG URBAN AGRICULTURE		— O-B OFFICE BUSINESS DISTRICT
	— C-1 GENERAL COMMERCIAL		— PLI PUBLIC LANDS AND INSTITUTIONS
	— C-3 BUSINESS SERVICE DISTRICT		— R-1 SINGLE FAMILY DWELLING DISTRICT
	— I-1 LIGHT INDUSTRIAL		— R-2 ONE AND TWO FAMILY DWELLING DISTRICT
	— I-2 HEAVY INDUSTRIAL		— R-3 MULTIPLE FAMILY DWELLING DISTRICT
	— M-H MANUFACTURED HOME DISTRICT		— STREETS PLATTED / NOT OPEN
	— M-P MANUFACTURED HOME PARK		— UR URBAN AGRICULTURE RESIDENTIAL



994111



CERTIFICATE OF SIMPLE SUBDIVISION APPROVAL

I DO HEREBY CERTIFY THAT THIS SIMPLE SUBDIVISION HAS BEEN EXAMINED BY ME AND FOUND TO COMPLY WITH THE REGULATIONS FOR NATRONA COUNTY, WYOMING, AND IS THEREFORE APPROVED FOR RECORDING.

County Planner/DATE: *Sean Williams 6-9-15*
 County Surveyor/DATE: *William R. Feininger 5/15/15*
 Health Officer/DATE: *Kelly N. ... 5/15/15*

NOTES

1. ERROR OF CLOSURE EXCEEDS 1:504,562
2. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86
3. THE CONVERGENCE ANGLE AT THE NORTHWEST CORNER OF THE PARCEL IS 0.033924 INCH AND THE COMBINED FACTOR IS 0.9997626
4. ALL DISTANCES ARE GRAUNDE
5. WATER PROVIDED BY THE TOWN OF MILLS
6. SANITARY SEWER PROVIDED BY THE TOWN OF MILLS

CERTIFICATE OF SURVEYOR

STATE OF WYOMING } SS
 COUNTY OF NATRONA }
 KNOW ALL MEN BY THESE PRESENTS, THAT I, WILLIAM R. FEININGER, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY DIRECT SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF NATRONA COUNTY.



THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEININGER THIS 27th DAY OF MARCH, 2015.

WITNESS MY HAND AND OFFICIAL SEAL
 MY COMMISSION EXPIRES: *4-26-16*
Sean Williams
 NOTARY PUBLIC

CERTIFICATE OF DEDICATION

STATE OF WYOMING } SS
 COUNTY OF NATRONA }

THE UNDERSIGNED, MA HEGGE, LLC, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCELS OF LAND SITUATE IN THE NE1/4SW1/4 AND NW1/4SW1/4 OF SECTION 6, T.33N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING, ALSO KNOWN AS LOT 1, OLD SIMPLE SUBDIVISION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE C-SW1/4 CORNER OF SAID SECTION 6, MONUMENTED BY AN ALUMINUM CAP AND BEING THE POINT OF BEGINNING:

THENCE S80°15'35"W ALONG THE SOUTH LINE OF LOT 1, OLD SIMPLE SUBDIVISION, A DISTANCE OF 486.52 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, MONUMENTED BY AN ALUMINUM CAP;

THENCE N00°54'19"W ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 465.45 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, MONUMENTED BY AN ALUMINUM CAP;

THENCE N80°11'34"E ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 524.86 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, MONUMENTED BY AN ALUMINUM CAP;

THENCE S01°51'00"E ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 466.91 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, MONUMENTED BY AN ALUMINUM CAP;

THENCE S88°13'20"W ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 48.84 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 0.676 ACRES, (247,324.332 S.F.), MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

CERTIFICATE OF OWNER

THE UNDERSIGNED MA HEGGE, LLC, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF A PORTION OF LAND SITUATE WITHIN THE NE1/4SW1/4 AND NW1/4SW1/4 OF SECTION 6, T.33N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING, ALSO KNOWN AS LOT 1, OLD SIMPLE SUBDIVISION, NATRONA COUNTY, WYOMING.

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 SIMPLE SUBDIVISION SHALL BE "OLD SIMPLE SUBDIVISION NO. 2" AND THAT SAID OWNERS AND PROPRIETORS HEREBY WAIVE AND RELINQUISH ALL RIGHTS GRANTED UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING.

MA HEGGE, LLC
 P.O. BOX 1440
 MILLS, WYOMING 82444

Ma Hege
 MANAGING PARTNER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MA HEGGE, MANAGING PARTNER OF MA HEGGE, LLC, THIS *17* DAY OF *April*, 2015.

WITNESS MY HAND AND OFFICIAL SEAL
 MY COMMISSION EXPIRES: *4-26-16*

Sean Williams
 NOTARY PUBLIC



APPROVED

APPROVED BY THE TOWN COUNCIL OF MILLS, WYOMING BY RESOLUTION NO. *15-10* ONLY PASSED, ADOPTED AND APPROVED THIS *12* DAY OF *March*, 2015.

ATTEST: *William R. Feininger* TOWN CLERK
Monica Wilson MAYOR



VACATION & REPLAT OF
 LOT 1, OLD SIMPLE SUBDIVISION
 AS
OLD SIMPLE SUBDIVISION NO. 2

BEING A PORTION OF THE NE1/4SW1/4 & NW1/4SW1/4
 SECTION 6, T.33N., R.79W., 6TH P.M.
 NATRONA COUNTY, WYOMING
 OCTOBER, 2014
 W.O. #14-311

Utility Easements North + South

LEGEND
 BRASS CAP
 MONUMENT 5/8" REBAR
 ALUMINUM CAP
 NO MONUMENT AS NOTED

GRANT OF UTILITY EASEMENT

EASEMENT GRANTED this 3 day of August, 2010, by Harry H. Brubaker, hereinafter referred to as "Grantor," whose address is 1911 South Cedar, Casper, Wyoming 82601, to TMen Investments, LLC, a Wyoming limited liability company, hereinafter referred to as "Grantee", whose address is 62 Jonquil, Casper, Wyoming 82604.

RECITALS:

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

WHEREAS, Grantor is willing to grant to Grantee a utility easement as shown in Exhibit "C" attached hereto, and the Grantee is desirous of obtaining such an easement.

NOW, THEREFORE, in consideration of the recitals set forth above, and other good and valuable consideration, Grantor makes the following grant:

1. **GRANT OF EASEMENT.** Grantor does hereby grant, bargain, sell and convey unto to Grantee, its successors and assigns, for the benefit of Grantee's property described in Exhibit "B", the following described 20' wide utility easement for the purposes of ingress and egress to lay-out, construct, inspect, operate, maintain and repair utilities and related equipment, over, under and across the utility easement location shown on and more particularly described on Exhibit "C" attached hereto. The easement shall burden Grantor's property and benefit Grantee.

2. **RESERVATION.** Grantor reserves unto itself such rights in the easement property for any purpose which does not interfere with the Easement rights granted herein, and to create and grant such other easements, rights and privileges in, on, under, or across the easement property to 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 or interfere with the Easement rights 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 Section 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. **RECORDING.** This Agreement, and any amendments hereto, shall be recorded in the real property records of the Clerk and Recorder of Natrona County, Wyoming.

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 Grantor: Harry H. Brubaker
1911 South Cedar
Casper, WY 82601
- To Grantee: T Men Investments, LLC
421 South Center Street, Suite 201
Casper, WY 82601

6. **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.



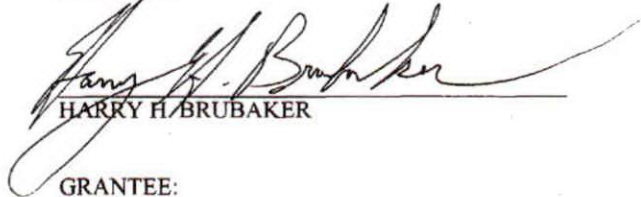
893027

NATRONA COUNTY CLERK, WY
Renea Vitto Recorded: JF
Aug 5, 2010 09:45:58 AM
Pages: 5 Fee: \$20.00
AMERICAN TITLE AGENCY

7. **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 executed this Agreement as of the date and year first above written.

GRANTOR:


HARRY H. BRUBAKER

GRANTEE:

TMEN INVESTMENTS, LLC


By: 
Keith P. Tyler, Manager

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

The foregoing instrument was acknowledge before me this 3rd day of ~~July~~ ^{August}, 2010, by Harry H. Brubaker.

Witness my hand and official seal.

[SEAL] 


Notary Public

My Commission expires:
June 24, 2012

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

The foregoing instrument was acknowledge before me this 3rd day of ~~July~~ ^{August}, 2010, by Keith P. Tyler, the Manager of T Men Investments, LLC, a Wyoming limited liability company.

Witness my hand and official seal.

[SEAL] 


Notary Public

My Commission expires:
June 24, 2012

Exhibit A

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 1/4 and NE 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 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 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 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 Duane Baldwin this 21 day of November, 19 78. Witness my hand and official seal.



Duane Baldwin
Notary
Title of Officer

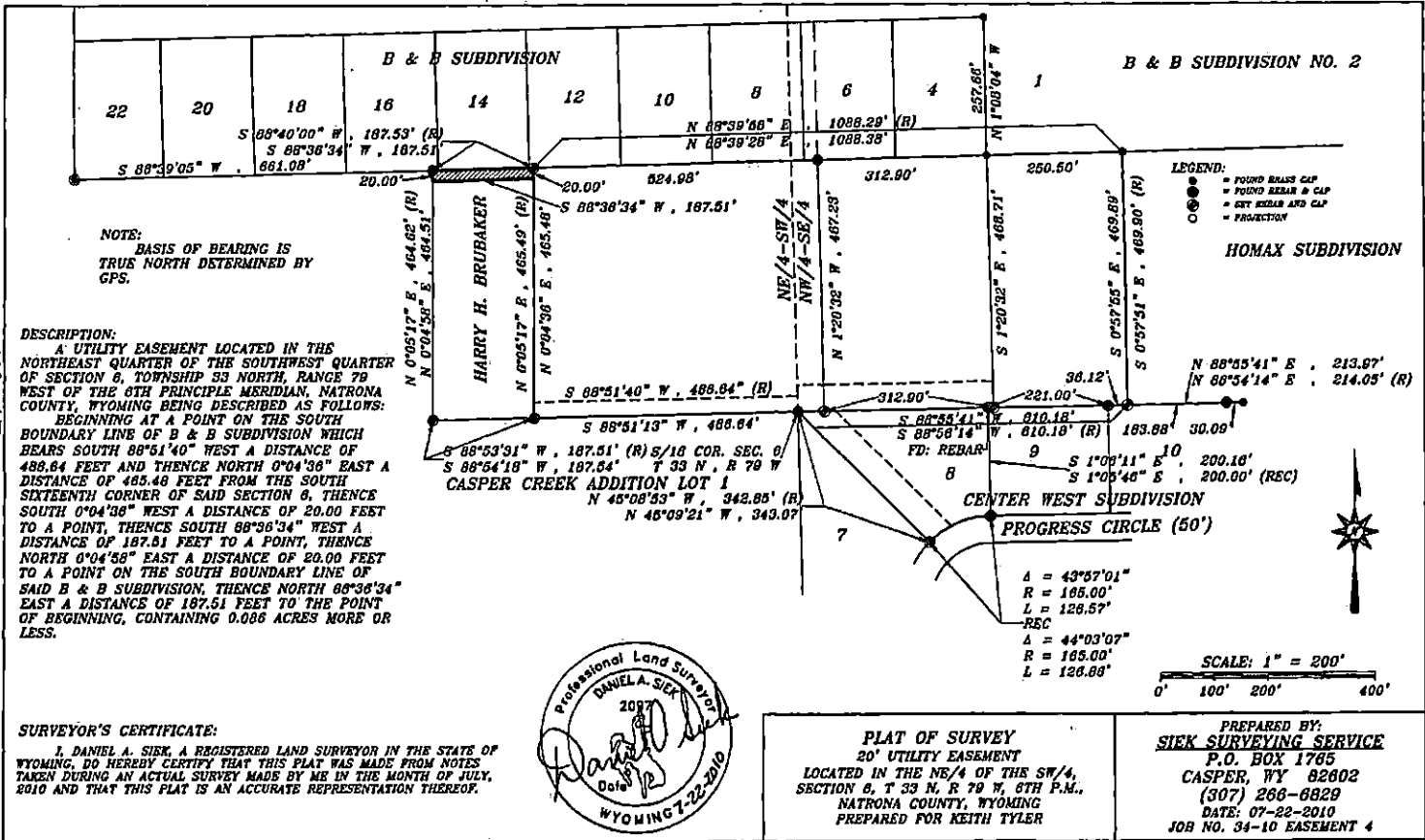
My Commission Expires: 9-8-79.

EXHIBIT B

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 C

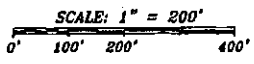


SURVEYOR'S CERTIFICATE:

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.



- A = 43°57'01"
- R = 165.00'
- L = 126.57'
- REC
- A = 44°03'07"
- R = 165.00'
- L = 126.88'



**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.

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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.

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