



CITY OF **DOUGLAS** WYOMING

**REGULAR PLANNING COMMISSION MEETING**  
**January 20, 2025 – 5:30 PM**

Planning and Zoning Commission meetings are recorded and broadcast live on cable channel 9.

The Planning and Zoning Commission is an advisory body to the city council. Items appearing on this agenda will be considered by the city council at their next meeting. All applicants are strongly encouraged to attend both meetings.

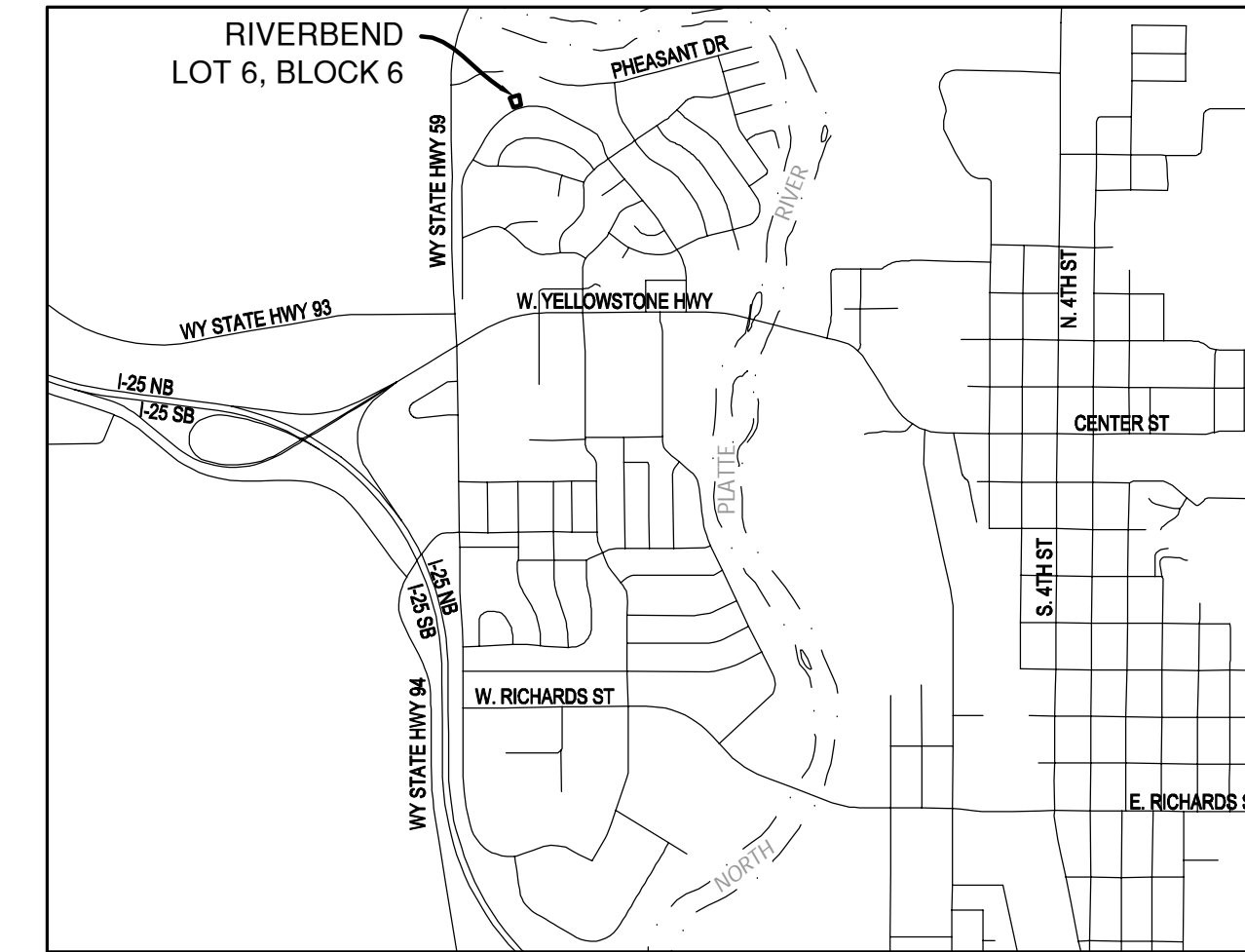
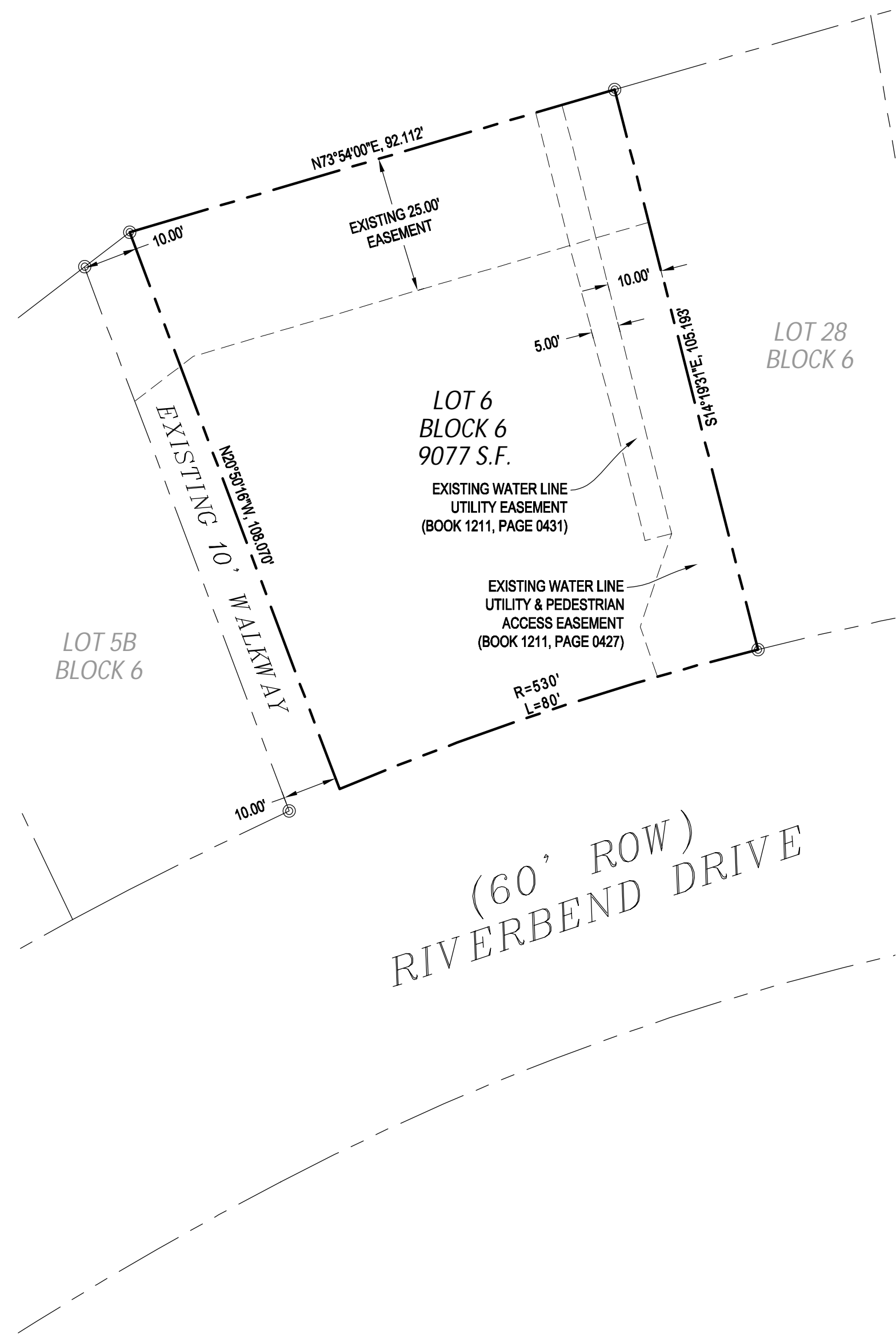
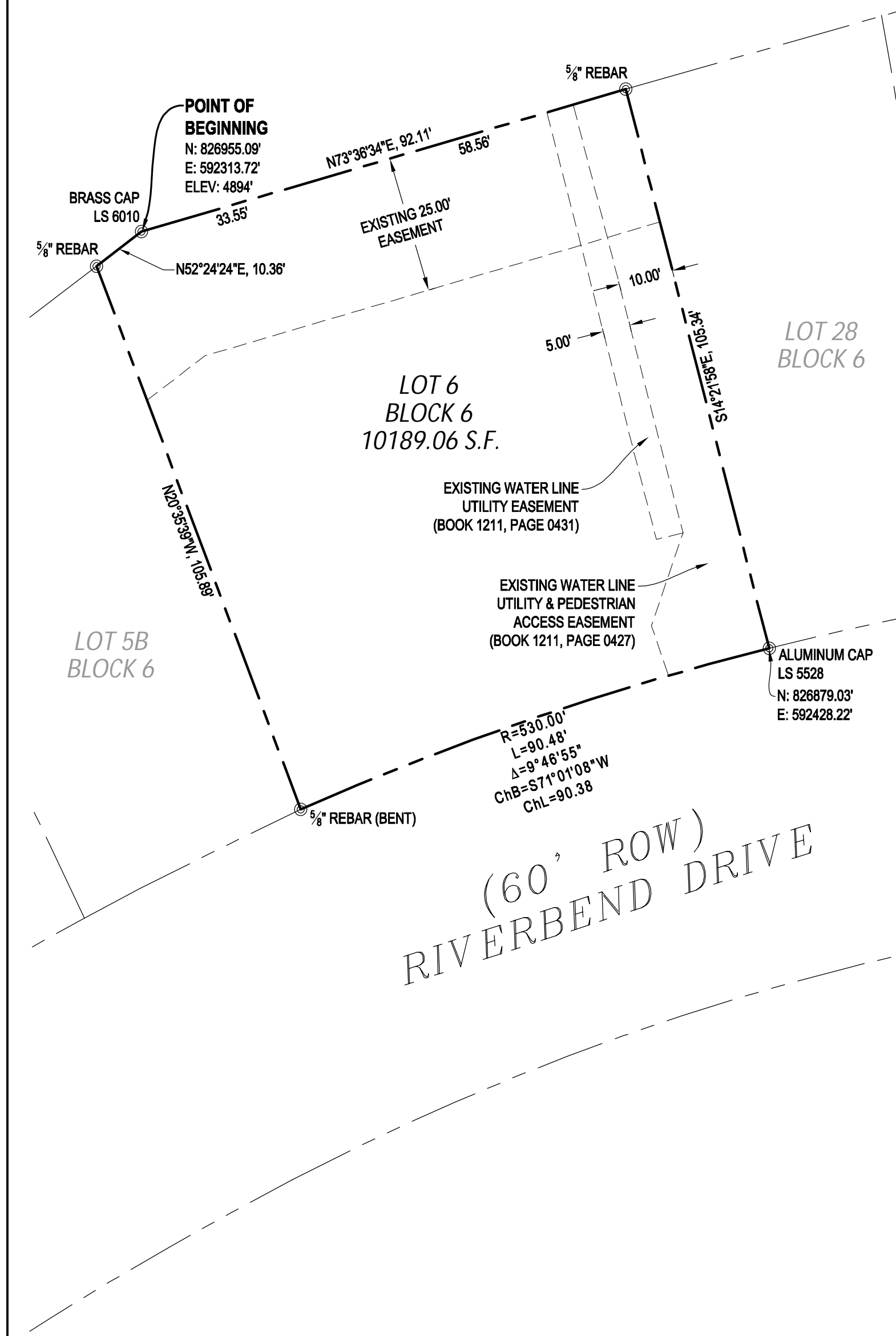
- I. Call to Order
- II. Pledge of Allegiance
- III. **Roll Call**
- IV. Approval of the Agenda for January 20, 2025
- V. Approval of the Minutes for November 18, 2024
- VI. **Election of Officers**
- VII. Planning and Zoning Matters
  - A. VAC 01-25: Petition by Statewide Affordable Housing to Vacate public walkway between Lots 5 & 6, Block 6, Riverbend Addition.
  - B. CCSUB 01-25: Application by Jay Darrell Locke, JDL Service, LLC for a Major Subdivision at 120 Golf Course Road.
  - C. SUB 01-25: Application by Wagonhound Land and Livestock for a Subdivision at Seven Trails Commerce Center, Parcels 5 & 7.
- VIII. Code Considerations
- IX. Staff Report – City Council Action on Forwarded Items
  - A. **SUB 02-24: Application by Statewide Affordable Housing for a Major Plat Amendment to**

Vacate and Replat Riverbend Addition, Block 5, Lots 17-19 into Lots 39-48.

X. Adjournment

HERITAGE ESTATES

HERITAGE ESTATES



VICINITY MAP  
1" = 2000'

CONVERSE COUNTY CLERK'S CERTIFICATION

FILING NO. \_\_\_\_\_  
OFFICE OF THE REGISTER OF DEEDS  
STATE OF WYOMING  
COUNTY OF CONVERSE  
THIS INSTRUMENT WAS FILED FOR RECORD THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025  
AT \_\_\_\_\_ O'CLOCK \_\_\_\_ M., AND DULY RECORDED AS INSTRUMENT # \_\_\_\_\_  
IN CABINET \_\_\_\_\_ ON SLIDE \_\_\_\_\_

COUNTY CLERK AND EX-OFFICIO REGISTER OF DEEDS

CERTIFICATE OF DEDICATION

LEGAL DESCRIPTION

THE UNDERSIGNED, STATEWIDE AFFORDABLE HOUSING, LLC, DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND KNOWN AS LOT 6, BLOCK 6, RIVERBEND, AN ADDITION TO THE CITY OF DOUGLAS, WYOMING, SITUATE IN LOT 4, SECTION 5, T.32N., R.71W., 6TH P.M., CONVERSE COUNTY, WYOMING BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 6, BLOCK 6, RIVERBEND, AND A POINT ON THE SOUTH LINE OF HERITAGE ESTATES, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING;

THENCE N73°36'34"E, ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF SAID HERITAGE ESTATES, A DISTANCE OF 92.11 FEET TO THE NORTHEAST CORNER OF THE PARCEL AND THE NORTHWEST CORNER OF LOT 28, RIVERBEND; MONUMENTED BY A 5/8" REBAR;

THENCE S14°21'58"E, ALONG THE WEST LINE OF SAID LOT 28, A DISTANCE OF 105.34 FEET TO THE SOUTHWEST CORNER OF SAID LOT 28 AND A POINT ON THE NORTH RIGHT-OF-WAY LINE OF RIVERBEND DRIVE, MONUMENTED BY AN ALUMINUM CAP;

THENCE 90.48 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, THROUGH A CENTRAL ANGLE OF 9°48'55", WITH A CHORD BEARING OF S71°01'08"W, A DISTANCE OF 90.38 FEET TO THE SOUTHWEST CORNER OF THE PARCEL AND THE SOUTHEAST CORNER OF LOT 5, BLOCK 6, RIVERBEND;

THENCE N20°35'39"W, ALONG THE WEST LINE OF THE PARCEL AND THE EAST LINE OF SAID LOT 5, A DISTANCE OF 105.89 FEET TO THE NORTHEAST CORNER OF SAID LOT 5 AND A POINT ON THE SOUTH LINE OF SAID HERITAGE ESTATES, MONUMENTED BY A 5/8" REBAR;

THENCE N52°24'24"E, ALONG THE SOUTH LINE OF SAID HERITAGE ESTATES, A DISTANCE OF 10.36 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 0.23 ACRES (10,189.06 S.F.), AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

KNOW ALL MEN BY THESE PRESENTS THAT THE CITY OF DOUGLAS, WYOMING, 101 NORTH 4TH STREET, DOUGLAS WYOMING, BEING THE SOLE OWNER, OF 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 "RIVERBEND, LOT 6, BLOCK 6". ALL ROADS AND STREETS AS SHOWN HEREON HAVE PREVIOUSLY BEEN DEDICATED TO THE USE OF THE PUBLIC.

STATEWIDE AFFORDABLE HOUSING, LLC  
PO BOX 504  
DOUGLAS, WY 82633-0319

WILLIAM E. RUSSELL - MANAGING MEMBER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM E. RUSSELL, MANAGING MEMBER, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

WITNESS MY HAND AND OFFICIAL SEAL.

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

NOTARY PUBLIC

MINOR FINAL PLAT AMENDMENT  
VACATION AND REPLAT OF  
A 10' WIDE WALKWAY AND  
LOT 6, BLOCK 6, RIVERBEND  
TO THE CITY OF DOUGLAS

AS  
RIVERBEND  
LOT 6, BLOCK 6

AN ADDITION TO THE CITY OF DOUGLAS, WYOMING  
BEING A PORTION OF LOT 4 OF SECTION 5  
T.32N., R.71W., 6TH P.M.  
CONVERSE COUNTY, WYOMING

APPROVALS

I DO HEREBY CERTIFY THAT THIS FINAL PLAT AMENDMENT HAS BEEN EXAMINED BY ME AND FOUND TO COMPLY WITH THE REGULATIONS OF THE CITY OF DOUGLAS, WYOMING, AND IS THEREFORE APPROVED FOR RECORDING THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

ATTEST: \_\_\_\_\_ CITY CLERK  
\_\_\_\_\_ CITY MANAGER

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

\_\_\_\_\_  
CITY ENGINEER

NOTES

1. BASIS OF BEARINGS: WYOMING STATE PLANE COORDINATE SYSTEM, EAST ZONE, 83/86.
2. ERROR OF CLOSURE = 1:57,7248.
3. COORDINATES LISTED REFER TO THE CITY OF DOUGLAS DATUM.
4. ELEVATIONS ARE FOR REFERENCE ONLY.
5. PUBLIC WATER AND SEWER WILL BE PROVIDED BY THE CITY OF DOUGLAS, WYOMING, BUT ALL IMPROVEMENTS TO PUBLIC OR PRIVATE UTILITIES ARE THE RESPONSIBILITY OF THE DEVELOPER.
6. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS -0°09'41.35" AND THE COMBINED SCALE FACTOR IS 0.99971020.

CERTIFICATE OF SURVEYOR

STATE OF WYOMING }  
COUNTY OF NATRONA }SS

I, BRADLEY D. NEUMILLER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 13836, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN SEPTEMBER, 2024, 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.

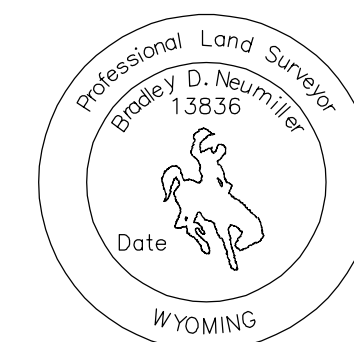
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY BRADLEY D. NEUMILLER,

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

WITNESS MY HAND AND OFFICIAL SEAL.

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

\_\_\_\_\_  
NOTARY PUBLIC



"AS RE-PLATTED" LOT LAYOUT

"AS PLATTED" LOT LAYOUT



LEGEND

- FOUND MONUMENT AS NOTED
- SET MONUMENT 5/8" REBAR & ALUMINUM CAP



Civil Engineering Professionals, Inc.  
6080 Enterprise Drive, Casper, WY 82609  
Phone 307.266.4346 Fax 307.266.0103  
www.cepi-casper.com

**DOUGLAS PLANNING AND ZONING COMMISSION  
STAFF REPORT  
JANUARY 20, 2025**

**VACATION OF WALKWAY  
PETITION TO VACATE**

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**CASE NUMBER:** VAC 01-25

**PREPARED BY:** Heidi McCullough, Planning Technician

**MEETING DATES:** January 20, 2025 – Planning and Zoning Commission  
January 27, 2025 – City Council

**REQUEST:** To vacate the walkway between Lot 5 and Lot 6, Block 6 in the Riverbend Addition.

**PURPOSE:** To provide the adjacent property owner use and ownership of the unused platted walkway.

**RECOMMENDATION:** The Community Development Department recommends approval of the vacation of the walkway between Lot 5 and Lot 6, Block 6 in the Riverbend Addition.

**VICINITY MAP:**



**PETITIONER:** Statewide Affordable Housing  
P.O. Box 504  
Douglas, WY 82633

**LOCATION:** The platted walkway between Riverbend Addition, Block 6: Lot 5 and Lot 6



**ZONING DATA:** The property is currently zoned R-3 – Limited Mixed Residential Zoning District. This district *“is intended to provide for the development of medium-density and high-density apartments. The district also provides a variety of housing types to serve the housing needs of the area residents.”*

**EXISTING SURROUNDING LAND USE:** Residential

**PROPOSED USE:** Residential

| <b>SURROUNDING LAND USE:</b> |             | <b>ZONING</b> | <b>ANNEXATION STATUS</b> |
|------------------------------|-------------|---------------|--------------------------|
| <b>North:</b>                | Residential | RE            | City                     |
| <b>South:</b>                | Residential | R-3           | City                     |
| <b>East:</b>                 | Residential | R-3           | City                     |
| <b>West:</b>                 | Residential | R-3           | City                     |

**DESCRIPTION OF SITE AND SURROUNDINGS:** The surrounding land uses are noted above. The subject property is surrounded by residential uses.

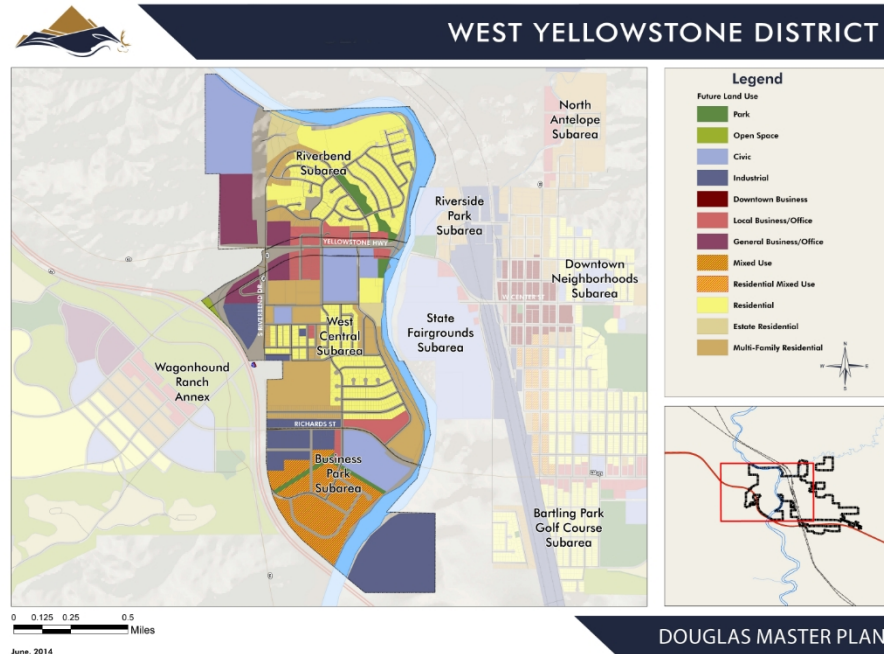
**HISTORY & CONTEXT:** This area was dedicated to the City in 1976, as a part of the Riverbend Addition. It was replatted in 1977.

The walkway was originally platted with the 1977 Replat. Over the years, as the area developed, the walkway was never finished or utilized. There are no current plans to develop the walkway.

**MASTER PLAN:**

These properties are designated as part of the Riverbend subarea of the West Yellowstone District:

*“The desired future of this area is as a stable family neighborhood. New amenities including sidewalks or on street bike paths will slowly be put into place. New infill development is expected in this local neighborhood.”*



The request conforms to the Douglas Master Plan as continued development to the existing residential and commercial uses of the area are encouraged.

**FINDINGS OF FACT:**

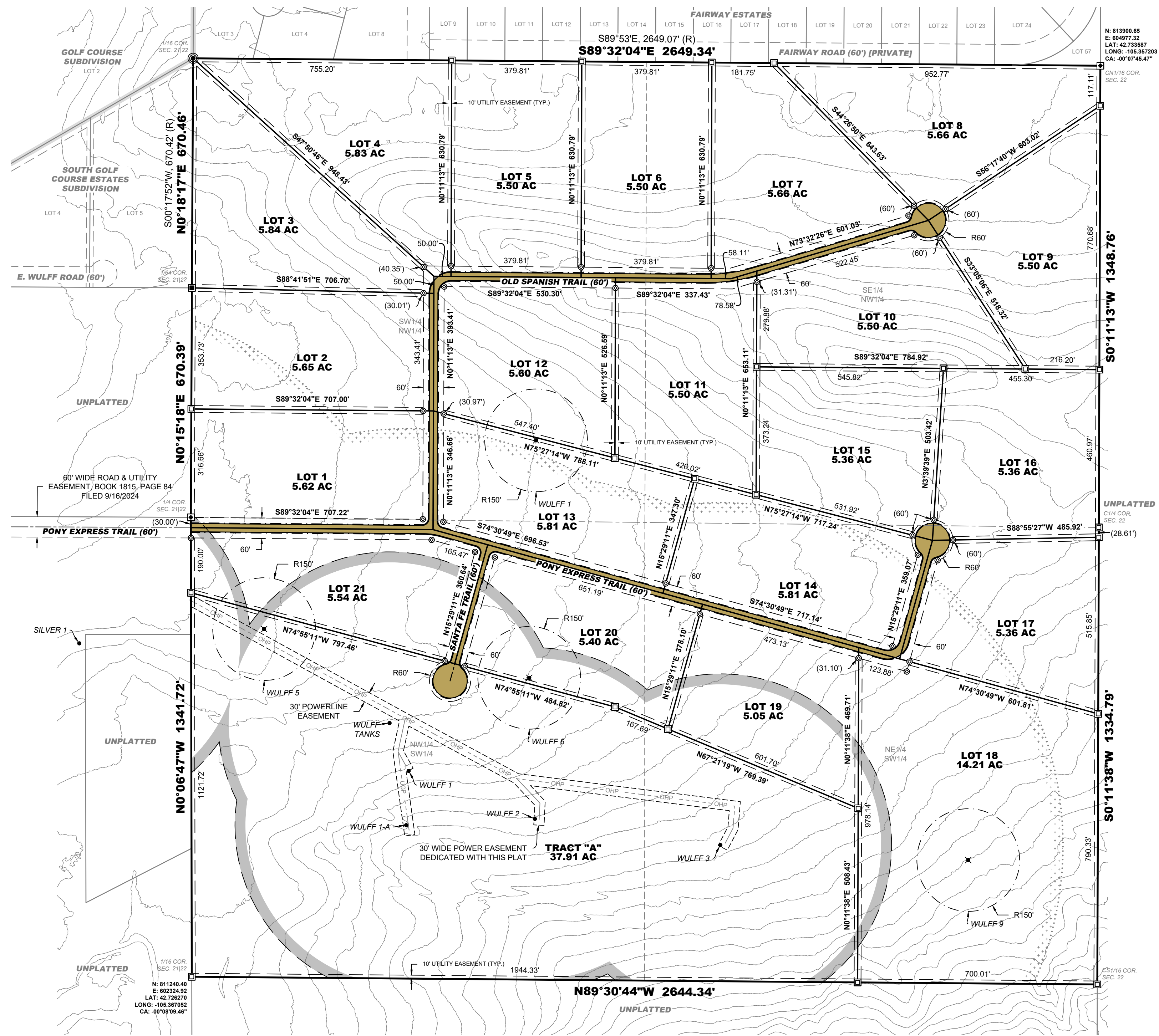
- Statewide Affordable Housing owns the land on either side of the walkway: specifically, Lots 5 and 6.
- On October 14, 2024, Statewide Affordable Housing, formally requested the vacation of the walkway between Lot 5 and Lot 6, Block 6 in the Riverbend Addition.
- Community Development staff has confirmed that the petition received is a qualifying petition and contains the required signatures.
- As Statewide Affordable Housing owns both lots, they request that the 10’ of property vacated from the walkway be added to Lot 6. The structure on the property, built in 1995, does not meet current set backs and with the addition of this 10 feet, would bring it into compliance with current municipal code.

**CONCLUSION OF LAW:**

- The City Council has the exclusive power to vacate city streets (16.3.13 of the Douglas Municipal Code).
- The required Notice of Public Hearing was published in the Douglas Budget on January 1, 2025, a minimum of 15 days prior to the public hearing.

- Property owner notifications within three hundred (300) feet of the subject property were mailed on January 1, 2025. No objections have been received to date.

**STAFF RECOMMENDATION:** The Community Development Department recommends approval of the vacation of the alley between Riverbend Addition, Block 6, Lot 5 and Riverbend Addition, Block 6, Lot 6.



**DEDICATION**

The undersigned, DARRELL JAY LOCKE and LINDA LOCKE, managing members of JDL SERVICES, LLC hereby certify that they are the owners and proprietors of the following described lands:  
 A parcel of land being the S1/2NW1/4 and the N1/2SW1/4 of Section 22, Township 32 North, Range 71 West, of the 6th Principal Meridian, Converse County, Wyoming, being more particularly described by metes and bounds as follows:

**Beginning** at a well set stone monumenting the north one-sixteenth corner of said Section 22; thence along the north line of said S1/2NW1/4 of Section 22, S89°32'04\"/>

The parcel of land as described above contains 163.18 acres, more or less, and is subject to any right-of-way and/or easements, reservations, and encumbrances which have been legally acquired.  
 The plat of these lots as they appear on this plat is with free consent, and in accordance with the desires of the under-signed owner and proprietor, said plat is laid out and surveyed as "PRAIRIE VIEW", a subdivision in Converse County, Wyoming. The owners and proprietors 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, over, along, and across the areas delineated as utility easement as shown on this plat. The owners and proprietors hereby grant to the owners of lots in the subdivision, to their guests and invitees, and to authorized public vehicles, equipment, personnel and emergency services, a permanent easement and right-of-way over and along strips of land marked as roads as shown and delineated on this plat.

Executed this \_\_\_ day, of \_\_\_\_\_, 20

By: \_\_\_\_\_  
 DARRELL JAY LOCKE, Managing Member of JDL SERVICES, LLC

By: \_\_\_\_\_  
 LINDA LOCKE, Managing Member of JDL SERVICES, LLC

STATE OF WYOMING )  
 ) SS  
 COUNTY OF CONVERSE )

The foregoing instrument was acknowledged before me by:

\_\_\_\_\_ this day, of \_\_\_\_\_, 2024

Witness my hand and official seal.

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

My commission expires: \_\_\_\_\_

**APPROVALS**

Approved by the Converse County Planning and Zoning Commission this \_\_\_ day, of \_\_\_\_\_, 2024

Chairman of the Converse County Planning and Zoning Commission \_\_\_\_\_

Approved by the Converse County Board of County Commissioners this \_\_\_ day, of \_\_\_\_\_, 2024

Chairman of the Board of County Commissioners \_\_\_\_\_

Attest: County Clerk \_\_\_\_\_

Approved by the City Council of Douglas this \_\_\_ day, of \_\_\_\_\_, 2024

By Resolution No. \_\_\_\_\_

City of Douglas Mayor \_\_\_\_\_

Attest: City of Douglas Clerk \_\_\_\_\_

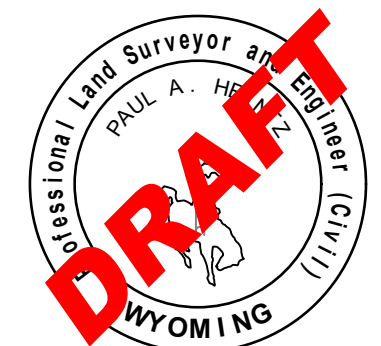
**NOTES**

1. Basis-of-Bearing: NAD83(2011) Wyoming State Plane Coordinate System, East Zone.
2. Distances are ground; DAF = 1.0002877308
3. Error in closure exceeds: 1:753,762
4. Proposed land-use: Residential
5. All roads herein are PRIVATE
6. No public maintenance of roads: The dedication of roads on this plat in no way obligates the Converse County Commissioners to maintain such roads or accept them as County roads nor does it relieve the subdivider of the obligation to construct such roads or roads according to the requirements of the Converse County Subdivision Resolution or other regulations.
7. No proposed centralized domestic water source.
8. The groundwater resource at Prairie View Subdivision is not proven.
9. After domestic well installation and prior to use, the WDEQ-WQD suggests that homeowners have their well sampled for the following constituents: The National Primary Drinking Water Regulations inorganic chemicals, microorganisms, radionuclides and the National Secondary Drinking Water Regulations contaminants. In addition, the WQD suggests homeowners have their well tested on a semi-regular schedule (see knowyourwell.org).
10. No proposed public sewage disposal system.
11. The surface estate of the land to be subdivided is subject to full and effective development of the mineral estate.
12. Per Converse County Subdivision Regulations, Chapter 5, Section XII, The subdivider shall be responsible for the construction of the perimeter fence. The adjoining landowner(s) shall not be liable for any damages caused by, or arising from, livestock pastured on the adjoining land that may wander onto the subdivided land.
13. The proposed subdivision does not reside within the Converse County Airport Influence Area (AIA) as defined in the Board of County Commissioners Resolution 16-01, adopted December 5, 2001.
14. Lots are not a part of a fire protection district and fire protection is not otherwise provided.
15. Per Wyoming Oil and Gas Commission Well Setback Rules, new occupied structures are not prohibited, but not recommended within the oil & gas setbacks as delineated on this plat. The setback distance(s) are measured from the center of the wellhead, or a facilities nearest edge, corner, or perimeter to the closest exterior wall or corner of an occupied structure.

**CERTIFICATE OF SURVEYOR**

STATE OF WYOMING )  
 ) SS  
 COUNTY OF CONVERSE )

I PAUL A. HEINTZ, a duly registered land surveyor in the State of Wyoming, do hereby certify that this plat of PRAIRIE VIEW correctly represents the results of a survey made by me or under my supervision during the months of April, 2024.



The foregoing instrument was acknowledged before me by:

\_\_\_\_\_ this day, of \_\_\_\_\_, 2024

Witness my hand and official seal.

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

My commission expires: \_\_\_\_\_

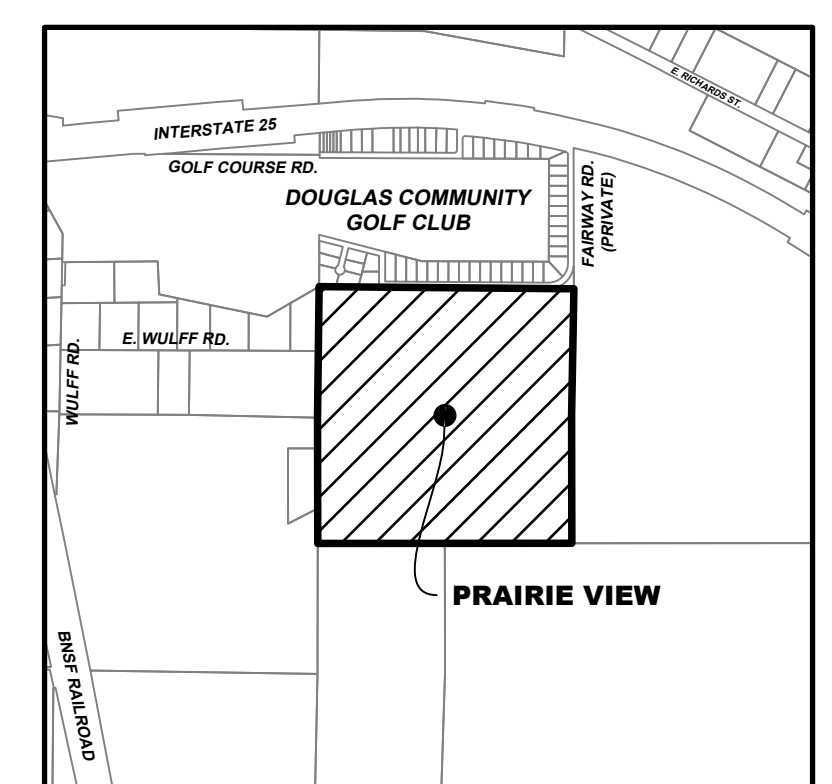
**CLERK'S CERTIFICATION**

STATE OF WYOMING )  
 ) SS  
 COUNTY OF CONVERSE )

This instrument was filed for the record on this \_\_\_ day, of \_\_\_\_\_, 2024, at \_\_\_\_\_, and was duly recorded as Instrument Number: \_\_\_\_\_

\_\_\_\_\_ in Cabinet \_\_\_\_\_ on Slide \_\_\_\_\_

County Clerk and Ex-Officio Register of Deeds.



VICINITY MAP  
 CONVERSE COUNTY, WYOMING  
 1" = 2000'

**PRELIMINARY PLAT OF PRAIRIE VIEW**

A MAJOR SUBDIVISION  
 BEING THE S1/2NW1/4 AND THE N1/2SW1/4 OF SECTION 22,  
 TOWNSHIP 32 NORTH, RANGE 71 WEST, OF THE 6TH P.M.,  
 CONVERSE COUNTY, WYOMING

| PRODUCING OIL & GAS WELLS & FACILITIES |                |             |           |             |
|--|----------------|-------------|-----------|-------------|
| API                                    | COMPANY        | WELL NAME   | LATITUDE  | LONGITUDE   |
| 49-009-05134                           | LAPPIN OIL LLC | WULFF 1     | 42.727924 | -105.364702 |
| 49-009-20119                           | LAPPIN OIL LLC | WULFF 1-A   | 42.727490 | -105.364727 |
| 49-009-07146                           | LAPPIN OIL LLC | WULFF 2     | 42.727542 | -105.363329 |
| 49-009-05135                           | LAPPIN OIL LLC | WULFF 3     | 42.727336 | -105.361313 |
| 49-009-20160                           | LAPPIN OIL LLC | SILVER 1    | 42.728940 | -105.366284 |
| N/A                                    | LAPPIN OIL LLC | WULFF TANKS | 42.728307 | -105.364911 |

| PERMANENTLY ABANDONED OIL & GAS WELLS |                |           |           |             |
|---------------------------------------|----------------|-----------|-----------|-------------|
| API                                   | COMPANY        | WELL NAME | LATITUDE  | LONGITUDE   |
| 49-009-05137                          | LAPPIN OIL LLC | WULFF 1   | 42.730575 | -105.363326 |
| 49-009-20032                          | LAPPIN OIL LLC | WULFF 5   | 42.729058 | -105.366276 |
| 49-009-20271                          | LAPPIN OIL LLC | WULFF 6   | 42.728672 | -105.363394 |
| 49-009-20253                          | LAPPIN OIL LLC | WULFF 9   | 42.727220 | -105.368620 |

**LEGEND**

- SET ALUMINUM CAP
- SET ALUMINUM CAP (WITNESS CORNER) (30' UNLESS NOTED)
- RECOVERED ALUMINUM CAP
- RECOVERED REBAR
- RECOVERED STONE
- SUBDIVISION BOUNDARY
- LOT LINE
- LOT LINE (EXISTING)
- EASEMENT LINE
- EASEMENT LINE (EXISTING)
- CORPORATE LIMITS (CITY OF DOUGLAS)
- ROAD CENTERLINE
- QUARTER-SECTION LINE
- SIXTEENTH-SECTION LINE
- OVERHEAD POWER (EXISTING)
- UNDERGROUND POWER (EXISTING)

**SETBACKS**

- PERMANENTLY ABANDONED OIL & GAS WELL
- PRODUCING OIL & GAS WELL OR FACILITY
- PERMANENTLY ABANDONED OIL & GAS WELL SETBACK (150')
- PRODUCING OIL & GAS WELL & FACILITY SETBACK (500')

| NEW OIL & GAS WELL NOTIFICATION AREA |                              |
|--------------------------------------|------------------------------|
| LOT NUMBER                           | WELL NAME(S)                 |
| 1                                    | SILVER 1, WULFF 1, 1-A, 2    |
| 2                                    | SILVER 1                     |
| 13                                   | WULFF 1, 1-A, 2, 3           |
| 14                                   | WULFF 1-A, 2, 3              |
| 17                                   | WULFF 3                      |
| 18                                   | WULFF 2, 3                   |
| 19                                   | WULFF 1, 1-A, 2, 3           |
| 20                                   | WULFF 1, 1-A, 2, 3           |
| 21                                   | SILVER 1, WULFF 1, 1-A, 2, 3 |

PREPARED FOR:  
 DARRELL LOCKE  
 1 EISEN COURT  
 DOUGLAS, WY 82033

PREPARED BY:  
**HSE**  
 HEINTZ SURVEYING & ENGINEERING  
 HEINTZ SURVEYING AND ENGINEERING  
 350 BIG HORN ROAD, SUITE 200  
 CASPER, WY 82401

This Declaration is made this day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_, hereinafter referred to as "Declarant."

WHEREAS, Declarant is the Owner of certain real property located in Converse County, Wyoming, as hereinafter described and commonly known as PRAIRIE VIEW, a major subdivision, which is on file and of record in the office of the County Clerk and Recorder of Converse County, Wyoming; and

WHEREAS, Declarant is desirous of subjecting said real property to covenants, conditions and restrictions hereinafter set forth, each of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with the said property, and each and every parcel thereof, and any owner thereof;

NOW THEREFORE, the Declarant hereby declares that the real property hereinafter described is and shall be held, transferred, sold and conveyed subject to the covenants, conditions and restrictions hereinafter set forth.

**ARTICLE I**  
**PROPERTY**

The real property which is and shall be held, transferred, sold and conveyed subject to the covenants, conditions, and restrictions hereinafter set forth, is located in Converse County, Wyoming, and is more particularly described as follows to wit:

PRAIRIE VIEW a major subdivision, located in the S1/2NW1/4 and the N1/2SW1/4 of Section 22, and adjoining Access and Utility easements being a portion of the N1/2SE1/4 and the SW1/4NE1/4 of Section 21, Township 32 North, Range 71 West, 6<sup>th</sup> P.M., Converse County, Wyoming, according to the plat and instruments thereof on file and of record in the office of the Clerk and Recorder of Converse County, Wyoming

**ARTICLE II**  
**DEFINITIONS**

1. "Articles of Incorporation" shall mean the Articles of Incorporation of PRAIRIE VIEW Homeowners Association, Inc., as the same may be amended from time to time.
2. "Association" shall mean PRAIRIE VIEW Homeowners Association, Inc., and its successors and assigns.

3. “Bylaws” shall mean the Bylaws of PRAIRIE VIEW Homeowners Association, Inc., as the same may be amended from time to time.
4. “Common Area” means the property owned by the Association, and/or held in common by the Owners, and maintained by the Association as follows: Road easements granted to the Association by Declarant, as Owner of the Lots at time of granting.
5. “Declaration” shall mean this Declaration of Covenants, Conditions and Restrictions of PRAIRIE VIEW, as it may be amended from time to time.
6. “Lot” shall mean any plot of land designated as a Lot or Tract upon any recorded subdivision plat of the Property, including any such land owned by Declarant.
7. “Owner” shall mean the record owner of fee simple title to any Lot and shall include a person, partnership, corporation, limited liability company or other entity purchasing a Lot under a contract for deed which is recorded (or an abstract of which is recorded) in the records of Converse County, Wyoming. The term “Owner” shall include Declarant to the extent it is the owner of fee simple title to a Lot.
8. “Period of Declarant Control” shall mean the period beginning on the date this Declaration is first recorded in the office of the Clerk and Recorder of Converse County, Wyoming, and ending on the earlier of: (a) the date which is (10) years later, (b) the date on which the Declarant has sold (90%) of the Lots within PRAIRIE VIEW major subdivision, or (c) the date on which Declarant notifies the Association in writing that Declarant has elected to terminate the Period of Declarant Control. After the termination of the Period of Declarant Control, Declarant, if still an Owner, will continue to have all the rights and duties ordinarily given to Owners under this Declaration.
9. “Plat” shall mean the final plat map of PRAIRIE VIEW major subdivision recorded with the office of the Clerk and Recorder of Converse County, Wyoming.
10. “Property” and “Subdivision” shall mean the real property described in Article I above.
11. “Road Easement” shall mean that portion of Lots lying within the dashed lines shown on the Plat map for the Roads.
12. “Roads” shall mean the sixty foot (60) rights of way for ingress, egress and utilities designated on the Plat as Pony Express Trail, Old Spanish Trail, and Santa Fe Trail.

**ARTICLE III**  
**PURPOSE**

The Property is subjected to the covenants, conditions and restrictions hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the Owners of building sites and the value of their property; to preserve so far as is practicable the natural beauty, wildlife habitat and environment of the Property; to guard against the erection thereon of structures built of improper or unsuitable material; to encourage and secure the erection of attractive homes thereon; and to adequately provide for a high quality of improvements made by purchasers of Lots thereon.

**ARTICLE IV**  
**PROTECTIVE RESTRICTIONS**

1. All lots in the Subdivision shall be known and described as residential. No structure(s) shall be erected, altered, placed and permitted to remain on any residential lot, other than one, single-family dwelling, and a private garage and other appropriate outbuildings incidental to residential use or as allowed under these protective restrictions.
2. All construction shall be new and no old or used buildings shall be moved from another location to any lot on this property.
3. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of porches and garages, shall be at least two thousand (2,000) square feet.
4. No building or dwelling shall be located on any lot nearer than fifty (50) feet to the front, rear or side lot lines.
5. No dwellings shall be constructed along the ridgeline on lots four (4) through ten (10) inclusive.
6. There shall be no subdivision of lots, which would result in a unit smaller than the smallest lot (5.36 Acres) now laid out in the recorded subdivision plat.
7. No person shall park or leave standing upon any property, or road abutting thereon, any motor vehicle which shall not have a current registration or license plates or shall be in a state of disrepair or being used to supply substitute or junk parts for other vehicles.
8. Fence rows shall be kept clean and clear of noxious weeds, trash and debris and by each owner of each lot.
9. No lot, or any portion thereof, shall be used or maintained as a dumping ground for rubbish. Trash, garbage, and other waste shall be stored in sanitary containers.

- 10. Household pets shall be maintained so as not to interfere with the general health, safety and pleasure of the subdivision owners. No household pet is permitted to be “at-large”.
- 11. No dwelling shall be constructed on “Tract A” as depicted in the recorded subdivision plat until such time as all surface mineral resource development and its accompanying facilities have been properly decommissioned, remediated and permanently abandoned as required by the Wyoming Oil & Gas Conservation Commission (WYGCC), Wyoming Department of Environmental Quality (WYDEQ) or any other organization having authority over such matters. Until such time, “Tract A” land use shall remain agricultural and shall be subject to further mineral estate development.

**ARTICLE V**  
ROADS

- 1. Roads: Declarant, as owner of all Lots in the Subdivision, does hereby grant to the Association, for the benefit of all Owners, their respective tenants, and said Owners’ and tenants’ bona fide invitees and guests, a non-exclusive easement (the “Road Easement”) for access, ingress, egress and utilities over and across the Roads shown on the subdivision plat. This grant of easement shall be subject to the following terms and conditions:
  - a. Maintenance, Repair and Replacement Responsibilities. Maintenance, repair and replacement of the Roads shall be the Association’s responsibility and shall be at the Association’s sole cost and expense.
  - b. Indemnification. The Association agrees to indemnify, defend, save and hold harmless each Owner (including the Declarant) whose Lot is burdened by the Road Easement from any and all liens, claims, costs, liability and/or damages for or on account of any injury to or death of persons or damage to property (including but not in any way limited to the Owner’s property and costs and attorney fees incurred in defense), in whole or in part caused by or attributed to or resulting from (a) the exercise of the rights herein granted. (b) the construction, maintenance, repair, renewal, alteration, exchange, relocation, existence, presence, use, operation or removal of any improvement incident to such exercise (c) any and all acts of commission, omission or negligence on the part of the Association or any person exercising the easement rights hereunder, and/or (d) violation of any provision of this

Agreement by any Owner or any other person exercising the easement rights granted hereunder.

- c. Term. The term of the Road Easement shall be indefinite and shall continue until revoked by the mutual agreement of the Association and all Owners or their heirs, successors or assigns. Said Road Easement is intended to and shall run with the land and the benefits and burdens of the Road Easement herein created shall pass to the heirs, successors and assigns of the parties in and to their respective properties benefited and burdened by the Road Easement.
- d. Liens. The Association shall not allow any mechanics, laborers, materialmen or any other lien of any type or nature whatsoever to be placed against the property of the Owners arising out of any activity on the Roads by the Association, or its agents, employees or invitees. If any lien is placed against the easement as a result of or incident to any such activity, the Association shall within ten days of notice from Owner cause the same to be released or discharged of record.
- e. Other Provisions. The Road Easement is also for construction and maintenance of utilities and drainage as shown on the subdivision plat. Within these areas, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and or maintenance of such utilities, or which may change the direction of flow of water through a drainage channel in the easement, or which may obstruct or retard the flow of water through drainage channels in the easements. The Association shall have the right to excavate, construct, operate, maintain, repair and or rebuild any common improvements within the Road Easement area, provided that each Owner shall have the explicit responsibility for maintaining the landscaping within the landscaped portions of the Road located on the Owner's Lot.

2. Maintenance: The Roads shall be maintained by the Association. Except as to any damage attributable to any Lot Owner, or his or her tenants, invitees, guests or agents, which damage shall be repaired at the sole cost of such Lot Owner, or except for any additional assessments imposed as described in Article VII, below, the costs of such maintenance shall be paid equally by the Owners as

provided in Article VII hereof. If there is disagreement concerning the maintenance of the Roads, such disagreement shall be resolved by majority vote at a meeting of the Owners.

**ARTICLE VI**  
**HOMEOWNERS ASSOCIATION**

1. Association: PRAIRIE VIEW Homeowners Association, Inc. shall act as a homeowners association for the Subdivision. The Association shall operate and be managed in accordance with the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, and the laws of the state of Wyoming, as the same may be amended from time to time.

2. Function: All Owners of all Lots shall automatically be members of the Association. Membership in the Association shall be appurtenant to and shall not be separated from ownership of a Lot. The Association shall have all of the powers and duties of a homeowners association, as provided in Wyoming Statutes, the Articles of Incorporation and Bylaws of PRAIRIE VIEW Homeowners Association, Inc., including but not limited to (a) administration, servicing, conservation, management, operation, maintenance, repair and restoration of the Common Areas; (b) maintenance, repair, restoration and replacement of the Roads, including snow removal; (c) operation, maintenance, repair, restoration and replacement of all stormwater appurtenances, such as barrow ditches and culverts; and (d) such other activities as may be determined by the Board of Directors from time to time for the benefit and general welfare of Owners in the Subdivision. The Association may levy and collect assessments to be used in the operation of the Association, maintenance of the Common Areas and similar functions typically undertaken by homeowners associations generally.

3. Owner's Address: Upon acquiring a Lot, the Owners of the Lot shall immediately inform the Association of their names and of one address to which notices from the Association should be sent. The Owners shall be responsible for informing the Association of any change of address. All notices sent to the last address on record for the Owner shall be deemed adequately given.

4. Management During Period of Declarant Control: During the Period of Declarant Control, Declarant may appoint, remove and replace from time to time any or all of the directors and officers of the Association. If Declarant so elects, Declarant may from time to time relinquish, either on a

temporary or permanent basis, the right to appoint all or a portion of the directors and officers of the Association; provided that any such relinquishment shall be expressed in writing to the Association.

## **ARTICLE VII** **ASSESSMENTS**

1. **Assessments:** The Declarant, for each Lot owned by the Declarant, hereby covenants and agrees, and each Owner of any Lot, by acceptance of the deed to a Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association assessments as provided herein.

2. **Purpose:** The assessments levied by the Association shall be used to administer this Declaration and the Association, to maintain and improve the Roads and to generally promote the recreation, health, safety, comfort, convenience and welfare of the Owners in the Subdivision.

3. **Annual Assessment; Reserves:** The initial Annual Assessment shall be \_\_\_\_\_ Dollars (\$\_\_\_\_.\_\_\_\_). It shall be pro-rated on an annual basis and paid at closing by the first owner taking title to the Lot from Declarant. Annually, the Board of Directors of the Association shall establish an estimated budget for its purposes and cause an assessment to be levied against each Lot for their share of such costs. The annual assessment may include, without limitation, the estimated cost of (a) maintenance, repair, restoration and replacement of the roads as shown on the recorded subdivision plat, including snow removal; (b) all expenses incurred by the Association in administering and managing the Association; and (f) all other expenses incurred by the Association in any other activities undertaken for the common benefit of all or some of the Owners. The Association budget shall include an amount for replacement reserve. To initially fund such replacement reserve, each Lot Owner, other than Declarant, upon purchasing a Lot from Declarant, shall pay to the Association the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_.\_\_\_\_) which shall not be prorated. The Association may use the reserve for any purchase, including normal operations, to the extent so determined by the Association.

4. **Special Assessment:** The Board of Directors may establish additional special assessments as needed for capital improvements, extraordinary repairs or other generally non-recurring expenses. No additional special assessments shall be levied unless approved by vote or consent of two-thirds

(2/3) of the Owners all of the Lots. During the Period of Declarant Control, no special assessment shall be levied without the written consent of the Declarant.

5. Apportionment of Assessments: The annual and special assessments shall generally be apportioned equally to each Lot. All lot owners shall be equally responsible for Road expenses.

6. Payment of Assessments: Except as to the reserve and the initial annual assessment, which shall be due upon closing of the purchase of a Lot by the Owner, written notice of each assessment shall be sent to each Owner at least thirty (30) days prior to the assessment being due. Assessments may be set to be due annually, quarterly, monthly or otherwise, as fixed by the Board of Directors. All assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on each Owner's Lot, and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person or entity who was the Owner of such Lot at the time when the assessment was made.

7. Statement of Assessments Due: Any Owner may request, in writing, a statement from the Association as to the status of the assessments due and owing with respect to such Owner's Lot. Upon receipt of such request, the Association shall promptly furnish the statement to said Owner. Such statement shall be conclusive evidence of payment of any assessments therein stated to have been paid.

8. Nonpayment of Assessments: Any assessment not paid within thirty (30) days after the due date shall accrue interest and/or late charges set by the Board of Directors (not to exceed the highest rate of interest allowed by law) from the due date, and the Association is entitled to bring any action permitted by law to collect the assessment and/or to foreclose the lien created thereby against the Lot. No Owner subject to an assessment may waive or escape liability for the assessment by the nonuse of the Common Areas or abandonment of his or her Lot. The remedies provided herein shall be in addition to any other remedies provided by law.

9. Protection of First Mortgagees: The lien for assessments shall be senior in priority to all other liens against the Lot, except for the lien for all sums unpaid on a First Mortgage recorded before the date of filing of a written lien statement for delinquent assessments, including any and all advances made by the First Mortgagee, even though some or all of such advances may have been made subsequent to the date of filing of a written lien statement for delinquent Assessments. Any First

Mortgagee who acquires title to a Lot by virtue of foreclosing the First Mortgage or by virtue of a deed or assignment in lieu of such a foreclosure, or any purchaser at a foreclosure sale of the First Mortgage, will take the Lot free of any claims for unpaid assessments, interest, late charges, costs, expenses, and attorney's fees against the Lot which accrue prior to the time such First Mortgagee or purchaser acquires title to the Lot. No violation or breach of, or failure to comply with, any provision contained in this Declaration and no action to enforce any such provision shall affect, defeat, render invalid or impair the lien of any First Mortgage on any property taken in good faith and for value and perfected by recording in the office of the Clerk and Recorder of Converse County, Wyoming, prior to the time of recording in said office of an instrument describing such property and listing the name or names of the Owner or Owners and giving notice of such violation, breach or failure to comply. No violation, breach, failure to comply or action to enforce this Declaration shall affect, defeat, render invalid or impair the title or interest of the holder of any First Mortgage or the title or interest acquired by any purchaser upon foreclosure of any First Mortgage or result in any liability, personal or otherwise, of any such holder or purchaser. Any such purchaser upon foreclosure shall, however, take subject to this Declaration.

**ARTICLE VIII**  
**RIGHT TO RANCH DISCLOSURE**

All purchasers of the Lots within the subdivision understand and agree that land owners adjacent to the subdivision actively ranch their lands. Such ranch activities include, without limitation, spraying and crop dusting, utilization of heavy machinery, grazing, feeding, watering of stock and fowl, cultivation, planting and harvesting of crops and hay, baling of hay, and harvesting. All subdivision owners understand and agree that such ranch activities can create, without limitation, noise, dust, allergens and offensive odors, and all subdivision lot owners hereby waive all rights to protest or take any other action that would in any way inhibit the subdivision's adjacent land owners from engaging in ranch activities. All subdivision owners further understand and agree that adjacent land owners may take whatever action is necessary to maintain their ranch activities, including, without limitation, the right to protect their livestock from harassment by household pets.

**ARTICLE IX**  
**LEGAL EFFECT**

1. Term: The covenants and restrictions of this Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall

be automatically extended for successive periods of ten (10) years, unless terminated by vote or consent of not less than the Owners of two-thirds (2/3) of all of the Lots. Provided, however, that this Declaration may not be repealed or terminated without the prior written approval of the Converse County Board of Commissioners.

2. Amendments: This Declaration may be amended by the Declarant during the Period of Declarant Control, or at any time by the Owners of two-thirds (2/3) of all of the Lots either at a meeting of the Owners or by written ballot mailed to all the Owners or by a combination of votes at a meeting and by written ballot. Amendments to be effective must be recorded in Converse County by a document showing the amendment made, together with a certification by two officers of the Association attesting that the amendment received the required approval of the Owners or with a certification by the Declarant that (a) the Period of Declarant Control has not ended or (b) that the amendment is for the purpose of annexation. During the Period of Declarant Control, any amendment shall also require the written consent of the Declarant. Amendment to this Declaration may also require the prior written approval of the Converse County Board of Commissioners.

3. Enforcement: The Declarant, any Owner, and the Association shall have the right (but not the obligation) to enforce by any proceeding at law or in equity all covenants, conditions and restrictions now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, any Owner or the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

4. Severability: Invalidation of any covenant, condition or restriction contained in this Declaration by judgment or court order shall in no way affect any of the remaining provisions, which shall remain in full force and effect.

5. Arbitration: In the event of a dispute under this Declaration, the parties agree that the dispute shall be determined and resolved by binding arbitration. The determination of the arbitrator shall be final and binding upon the parties and their respective successors and assigns. The determination may be filed in a court of competent jurisdiction as a final judgment. The arbitrator is authorized, but not required, in the arbitrator's discretion, to award attorney's fees and costs to the prevailing party. If no such award is made, the costs of the arbitration shall be paid equally by the parties.

6. Construction/Successors: This Declaration shall be construed pursuant to the laws of Wyoming. This Declaration runs with the land and is binding upon the heirs and successors in interest

of the parties hereto. Declarant may assign its rights as Declarant to a third-party purchaser of all or a portion of the Subdivision by a written instrument recorded in the records of Converse County, Wyoming specifying that Declarant's rights are assigned to the third-party purchaser. Such instrument may specify the extent and portion of the rights or interests as a Declarant which are being assigned, in which case the initial Declarant shall retain all other rights as Declarant.

DRAFT

**DOUGLAS PLANNING COMMISSION  
STAFF REPORT  
JANUARY 20, 2025**

**PROPOSED PRAIRIE VIEW MAJOR SUBDIVISION**

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**CASE NUMBER:** CCSUB 01-25

**PREPARED BY:** Heidi McCullough, Planning Technician

**MEETING DATES:** January 20, 2025 – Planning and Zoning Commission  
January 27, 2025 – Douglas City Council

**RECOMMENDATION:** The Community Development staff does not recommend approval of the creation of a Major Subdivision at S1/2NW1/4 and the N1/2SW1/4 Of Section 22, Township 32 North, Range 71 West, of the 6th P.M., Converse County, Wyoming due to lack of legal access. The application may be conditionally approved with the condition proof of legal access is provided. The Community Development staff maintains reservations as to the future development of the property given the absence of county zoning regulations.

**VICINITY MAP:**



Prairie View Major Subdivision (CCSUB 01-25)  
Page 1 of 3

**OWNERS:** Jay Darrell Locke, JDL Services, LLC  
1 Essex Court  
Douglas, WY 82633

**PURPOSE:** To subdivide the parcel for future residential development.

**LOCATION:** The subject property is located at 120 Golf Course Road, south of the Douglas Community Golf Club.

**SIZE:** Area: 83.11

**ZONING:** N/A

**EXISTING LAND USE:** Residential

**PROPOSED USE:** Residential

**RECOMMENDED LAND USE PER ADOPTED PLAN:** N/A

|                   |                    |                        |
|-------------------|--------------------|------------------------|
| <b>PLAT DATA:</b> | Lot 1: 5.62 Acres  | Lot 12: 5.60 Acres     |
|                   | Lot 2: 5.65 Acres  | Lot 13: 5.81 Acres     |
|                   | Lot 3: 5.84 Acres  | Lot 14: 5.81 Acres     |
|                   | Lot 4: 5.83 Acres  | Lot 15: 5.36 Acres     |
|                   | Lot 5: 5.50 Acres  | Lot 16: 5.36 Acres     |
|                   | Lot 6: 5.50 Acres  | Lot 17: 5.36 Acres     |
|                   | Lot 7: 5.66 Acres  | Lot 18: 14.21 Acres    |
|                   | Lot 8: 5.66 Acres  | Lot 19: 5.05 Acres     |
|                   | Lot 9: 5.50 Acres  | Lot 20: 5.40 Acres     |
|                   | Lot 10: 5.50 Acres | Lot 21: 5.54 Acres     |
|                   | Lot 11: 5.50 Acres | Tract "A": 37.91 Acres |

**SUBDIVISION STANDARDS:** N/A

**ADDITIONAL INFRASTRUCTURE REQUIRED:** Future private roads will be required. The applicant has not provided sufficient evidence of legal access for the future development.

**ANALYSIS:** This application is being considered per Wyoming Statute 18-5-308, which states any part of a subdivision within one mile of the boundaries of an incorporated city must obtain the approval of its governing body.

All Lots will be accessed off Wulff Road (private road) via Golf Course Road (public road). Private roads include plated access easements. Water and sewage disposal would be provided by private wells and septic systems.

The County has received several letters in opposition to the development citing concerns including access, road impacts, traffic, water (including water table levels and contamination), flood, and wildlife. One letter in favor with restrictive covenants was received.

The proposed development provides only one point of ingress/egress and does not consider emergency access. The applicant could approach the City to obtain emergency only access to the north of the property. Approval by the City Council would be required.

The location is in the Planning Area, as designated in the City of Douglas Master Plan, adopted in 2014. Land included in this area is anticipated to be a possible site of annexation within a 20–30-year period, making long range impacts to the property important to future City growth needs. The site is visible from Interstate 25, influencing the perceptions of travelers of the community. The city’s strong preference would be for any activity to be developed in a manner similar to City of Douglas Rural Residential zoning standards.

**STAFF RECOMMENDATION:** The Community Development staff does not recommend approval of the creation of a Major Subdivision at S1/2NW1/4 and the N1/2SW1/4 Of Section 22, Township 32 North, Range 71 West, of the 6th P.M., Converse County, Wyoming due to lack of legal access. The application may be conditionally approved with the condition proof of legal access is provided. The Community Development staff maintains reservations as to the future development of the property given the absence of county zoning regulations.

FINAL PLAT OF  
**"7 TRAILS COMMERCIAL SOUTH"**  
 BEING A VACATION AND REPLAT OF PARCEL 7,  
 SEVEN TRAILS COMMERCE CENTER PARCELS 6  
 AND 7, AND PARCEL 5, ANNEXATION OF SEVEN  
 TRAILS AND SEVEN TRAILS COMMERCE CENTER  
 TO THE CITY OF DOUGLAS, WYOMING  
 SITUATED IN  
 THE S1/2NE1/4, SECTION 7  
 TOWNSHIP 32 NORTH, RANGE 71 WEST  
 SIXTH PRINCIPAL MERIDIAN  
 CONVERSE COUNTY, WYOMING

DEDICATION STATEMENT

Wagonhound Land & Livestock Company LLC does hereby certify that they are the owner and proprietor of the following described parcel of land located in and being Parcel 7, Seven Trails Commerce Center Parcels 6 And 7, and Parcel 5, Annexation Of Seven Trails And Seven Trails Commerce Center to the City of Douglas, Wyoming a subdivision of portions of the S1/2NE1/4, Section 7 Township 32 North, Range 71 West Sixth Principal Meridian Converse County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the northeasterly corner of the Parcel being described and a point in the southerly line of Wyoming State Highway 93 and the northwesterly corner of Parcel 6, Seven Trails Commerce Center Parcels 6 and 7; thence from said Point of Beginning and along the easterly line of the Parcel being described and the westerly line of said Parcel 6, Seven Trails Commerce Center Parcels 6 and 7, S0°16'44"E, 178.47 feet to a point; thence, S31°15'50"E, 347.34 feet to the southeasterly corner of said Parcel and the southwesterly corner of said Parcel 6, Seven Trails Commerce Center Parcels 6 and 7 and a point in and an intersection with the northerly right-of-way line of U.S. Interstate No. 25; thence along the southerly line of the Parcel being described and the northerly right-of-way line of said U.S. Interstate No. 25, S58°43'43"W, 603.29 feet to a point; thence, N31°48'06"W, 149.65 feet to a point; thence, S72°37'41"W, 456.31 feet to the southwesterly corner of said Parcel; thence along the westerly line of the Parcel being described, N0°11'24"W, 685.50 feet to the northwesterly corner of said Parcel and a point in and an intersection with the southerly line of said Wyoming State Highway 93; thence along the northerly line of the Parcel being described and the southerly line of said Wyoming State Highway 93, N80°08'28"E, 261.95 feet to the beginning of a non-tangential curve; thence along the arc of a true curve to the right and having a radius of 1809.90 feet, and the long chord of which bears N84°59'44"E, 294.38 feet, through a central angle of 9°19'46", 294.70 feet to a point of intersection with a non-tangential line; thence, N89°01'00"E, 99.87 feet to a point; thence, N0°26'47"W, 38.89 feet to a point; thence, N89°43'23"E, 200.24 feet to said Point of Beginning and containing 13.789 acres, more or less, as set forth by the plat attached and made a part hereof.

Said Parcel being subject to any and all reservations, easements and rights-of-way of record or as may otherwise exist.

The subdivision of the foregoing described lands as appears on this plat is with the free consent, and in accordance with the desires of the undersigned owners and proprietors; the name of said subdivision shall be known as "7 TRAILS COMMERCIAL SOUTH".

Highway 93 and Interstate 25, as shown hereon, have been previously dedicated to the use of the public. Cinch Loop, a private road as shown hereon, is dedicated to the use of the public as a public access and public utility easement and not to be maintained by the City of Douglas. All other easements as shown hereon are hereby dedicated for the use of public and private utility companies for the purposes of construction, operation, and maintenance of utility lines, conduits, ditches, drainage, and access. All water and sanitary sewer mains shall be owned, operated and maintained by the City of Douglas within their designated utility easement. Water and sanitary sewer services shall be owned, operated and maintained by the corresponding property owner. All storm sewer shall be privately owned, operated and maintained by property owners.

Wagonhound Land & Livestock Company LLC  
 1061 Poison Lake Road  
 Douglas, WY 82633

WAGONHOUND LAND & LIVESTOCK COMPANY LLC

Dustin Ewing, General Manager

STATE OF WYOMING )  
 COUNTY OF CONVERSE )

The foregoing instrument was acknowledged before me by Dustin Ewing, General Manager this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

NOTARY PUBLIC

APPROVALS

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF DOUGLAS, WYOMING, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

ATTEST: \_\_\_\_\_ SECRETARY \_\_\_\_\_ CHAIRMAN \_\_\_\_\_

APPROVED BY THE CITY COUNCIL OF DOUGLAS, WYOMING, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

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

APPROVED BY THE CITY ENGINEERS OFFICE OF DOUGLAS WYOMING, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

CITY ENGINEER

CONVERSE COUNTY CLERK'S CERTIFICATION

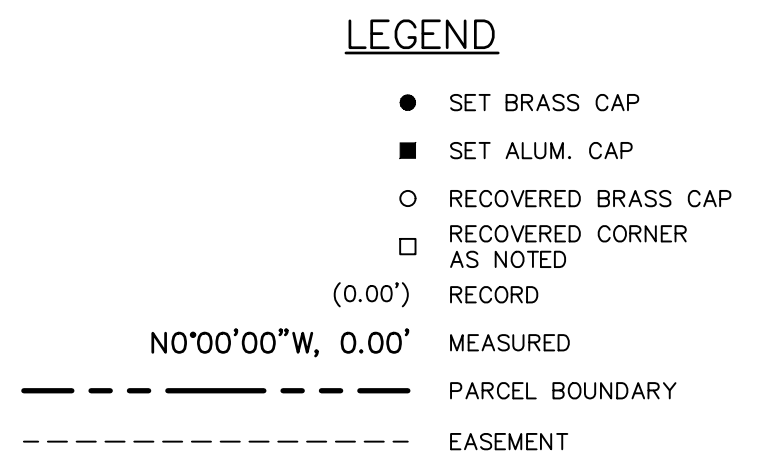
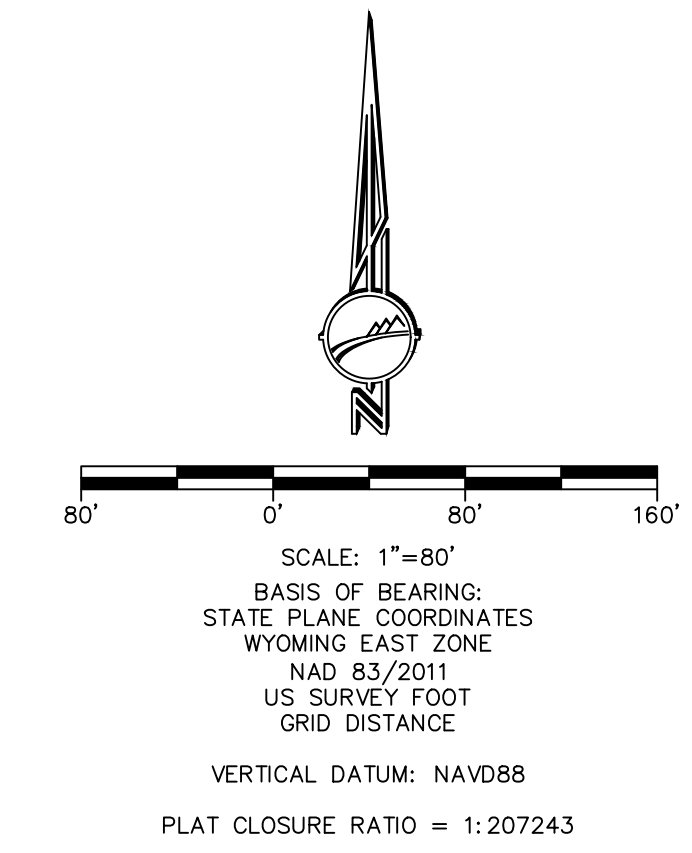
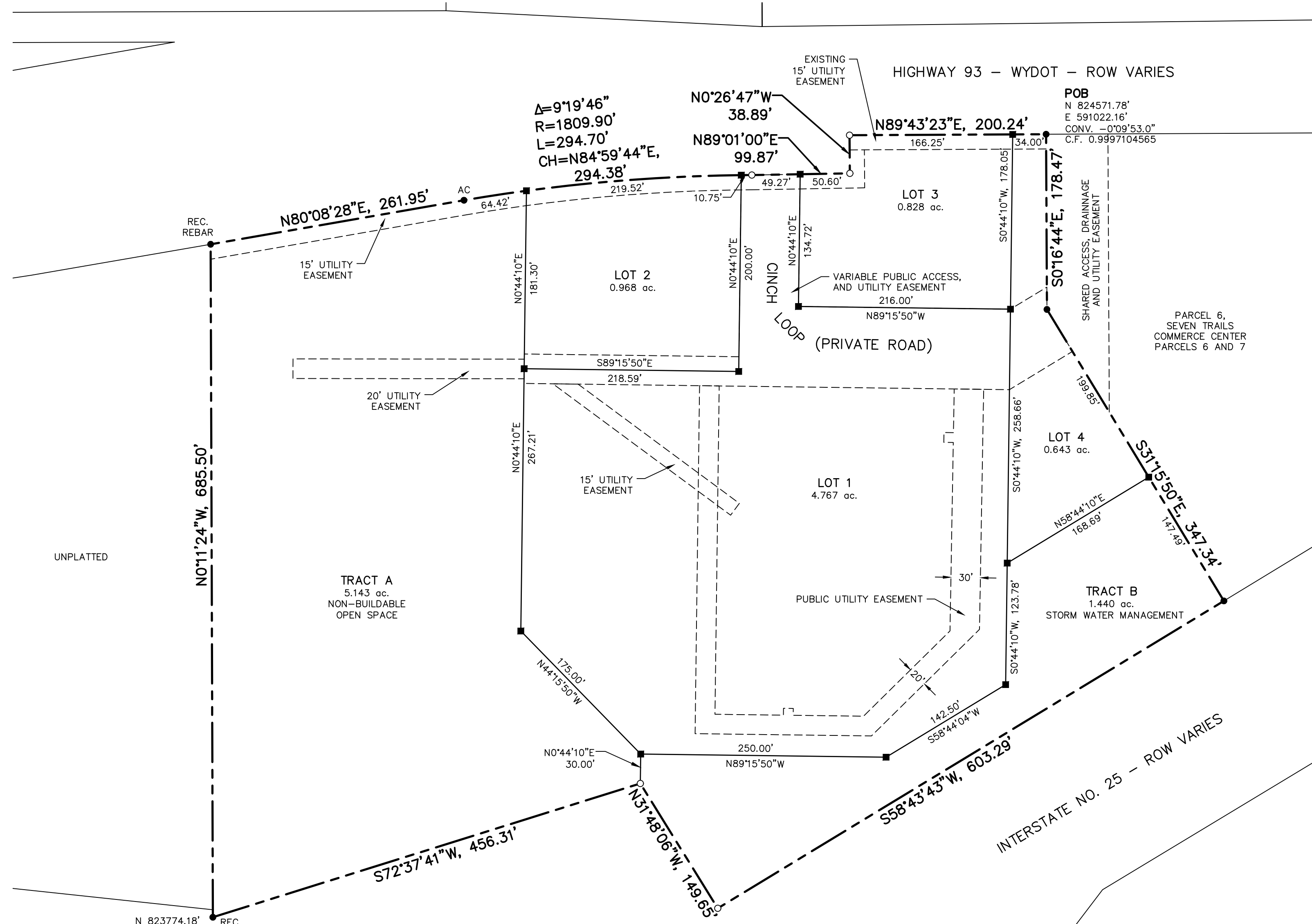
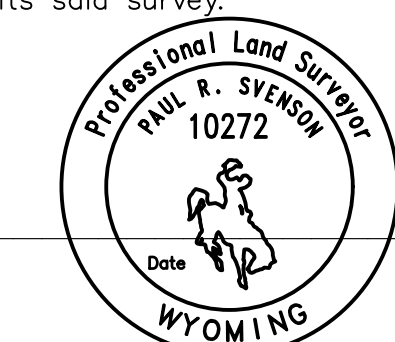
Filing No: \_\_\_\_\_  
 Office of register of deeds  
 State of Wyoming  
 County of Converse

This instrument was filed for record this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, at \_\_\_\_\_ o'clock \_\_\_\_ M. and duly recorded in instrument \_\_\_\_\_, cabinet \_\_\_\_\_ on slide \_\_\_\_\_.

County Clerk and ex-officio register of deeds

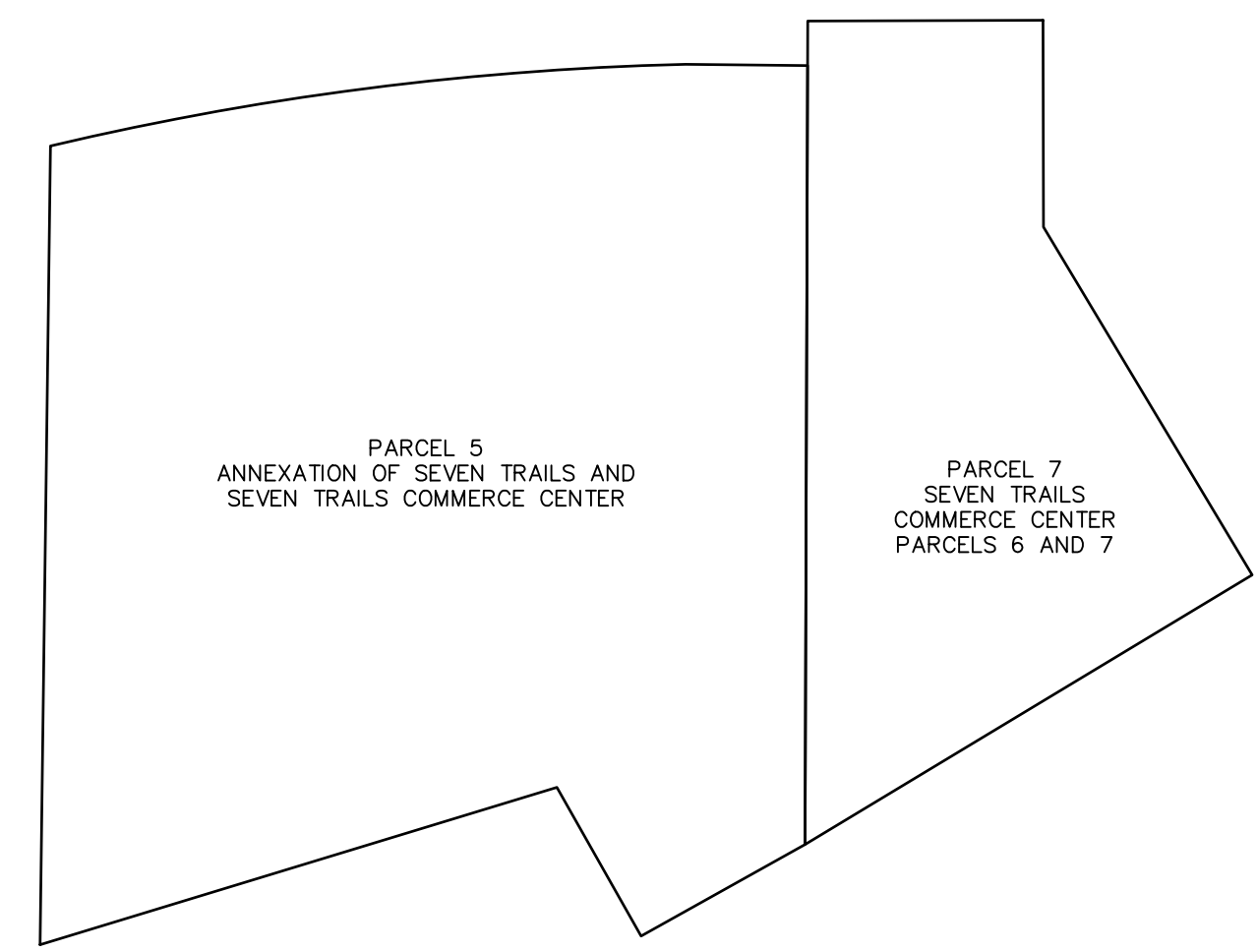
SURVEYORS CERTIFICATE

I, PAUL R. SVENSON, a Professional Land Surveyor, (10272), do hereby certify that this plat was made from notes taken during an actual survey made by me or under my direct supervision during the month of May, 2024 and that this plat, to the best of my knowledge and belief, correctly and accurately represents said survey.

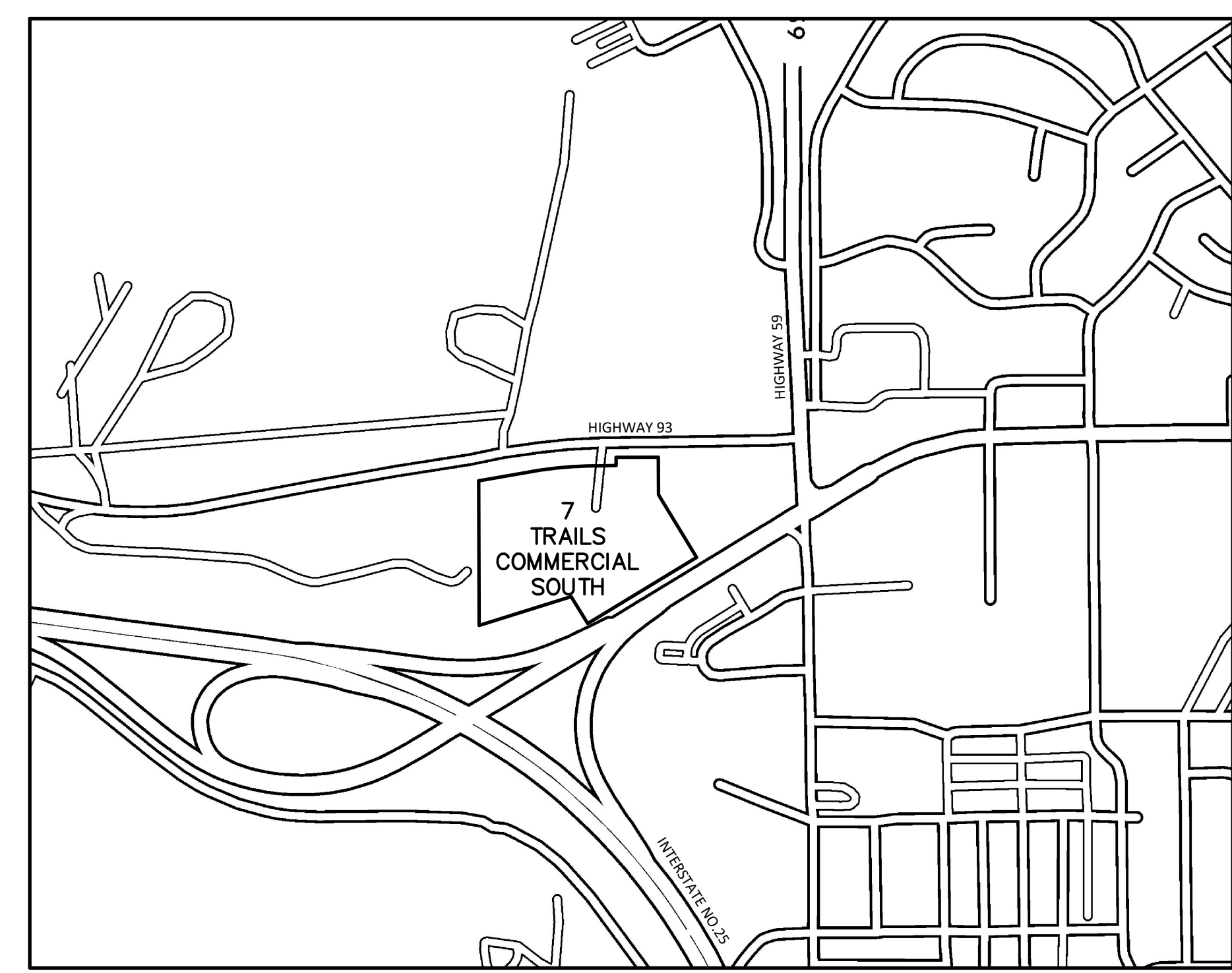


- Notes:
- All properties shall be served by the City of Douglas with public water and sanitary sewer.
  - City of Douglas shall not be responsible for any street maintenance for all accesses.
  - Cinch Loop (Private Road) shall be 31.5 feet wide (back of curb-to-back of curb).

"AS RE-PLATTED" LOT LAYOUT  
 NOTE: SEE SHEET 2 OF 2 FOR EASEMENT DETAIL.



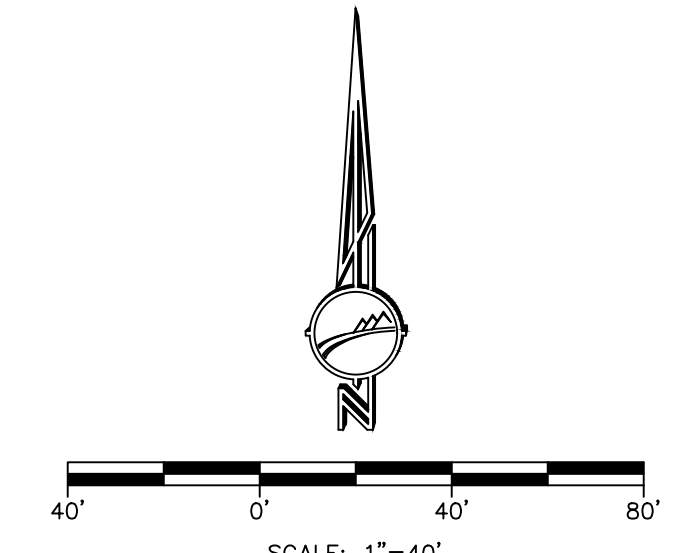
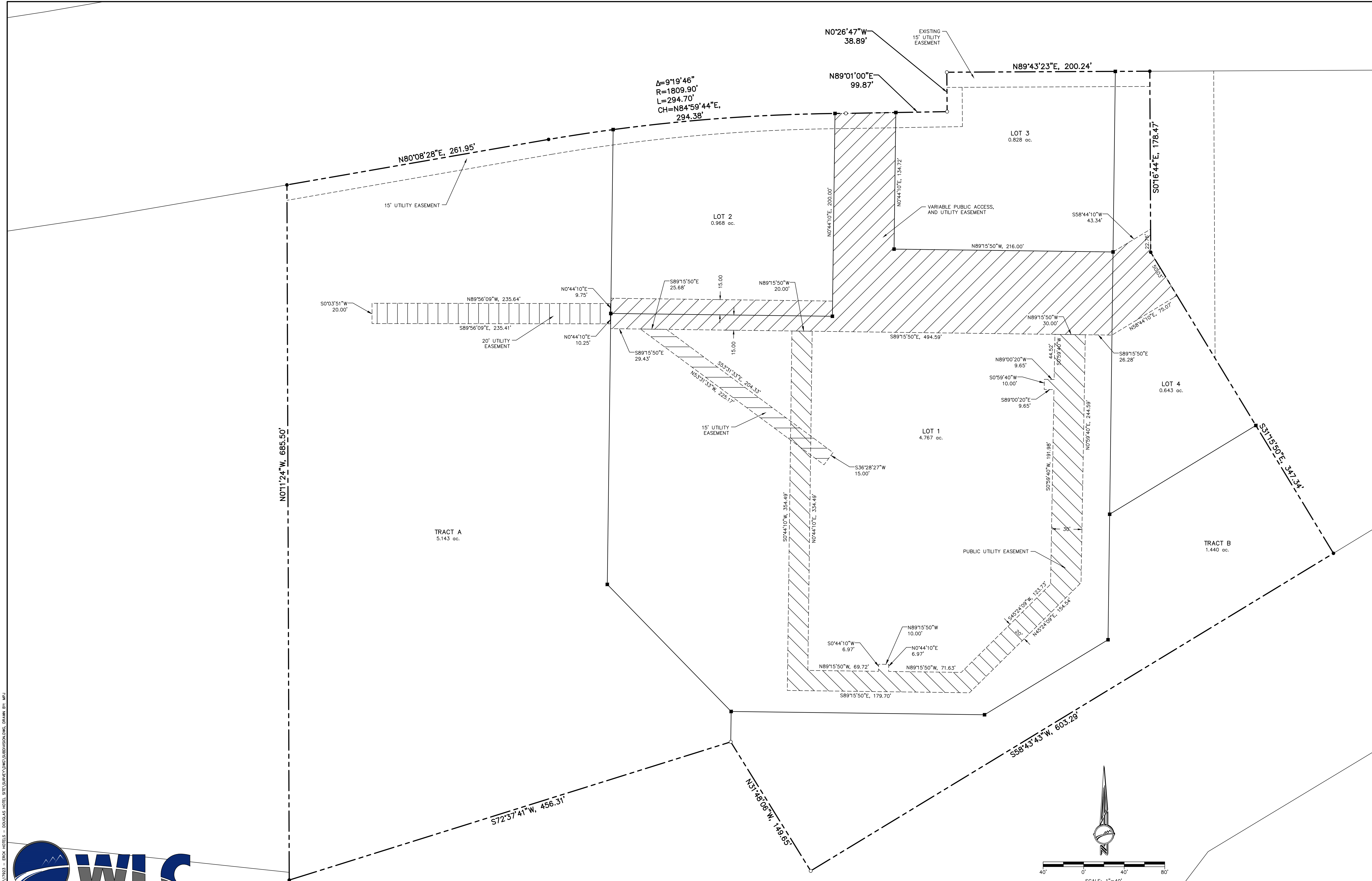
"AS PLATTED" LOT LAYOUT



VICINITY MAP  
 SCALE: 1"=600'



ENGINEERING • SURVEYING  
 200 PRONGHORN, CASPER, WY. 82601  
 W.O. NO. 17923 DATE: 12-2-24 FILE NAME: SUBDIVISION



**PLANNING AND ZONING COMMISSION  
STAFF REPORT  
JANUARY 20, 2025**

**VACATION & REPLAT OF SEVEN TRAILS COMMERCE CENTER,  
PARCELS 5 AND 7.**

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**SUMMARY**

**CASE NUMBER:** SUB 01-25

**PREPARED BY:** Heidi McCullough – Planning Technician

**MEETING DATES:** January 20, 2025 – Planning Commission  
January 27, 2025 – City Council

**REQUEST:** Vacate and Replat Seven Trails Commerce Center, Parcels 5 and 7 into four (4) Lots and two (2) Tracts, and create a private road.

**PURPOSE:** To create lots for future development.

**RECOMMENDATION:** The Community Development Department recommends approval of the request to Vacate and Replat Seven Trails Commerce Center, Parcels 5 and 7 into 7 Trails Commerce Center South, including four (4) Lots and two (2) Tracts, and create a private road.

**VICINITY MAP:**



**OWNER:** Wagonhound Land & Livestock  
1061 Poison Lake Road  
Douglas, WY 82633

**LOCATION:**

1. Legal Description: Seven Trails Commerce Center Parcels 5 and 7.
2. General Location: The subject parcels are located North of the Interstate 25 on-ramp, South of Highway 93, and west of Highway 59.

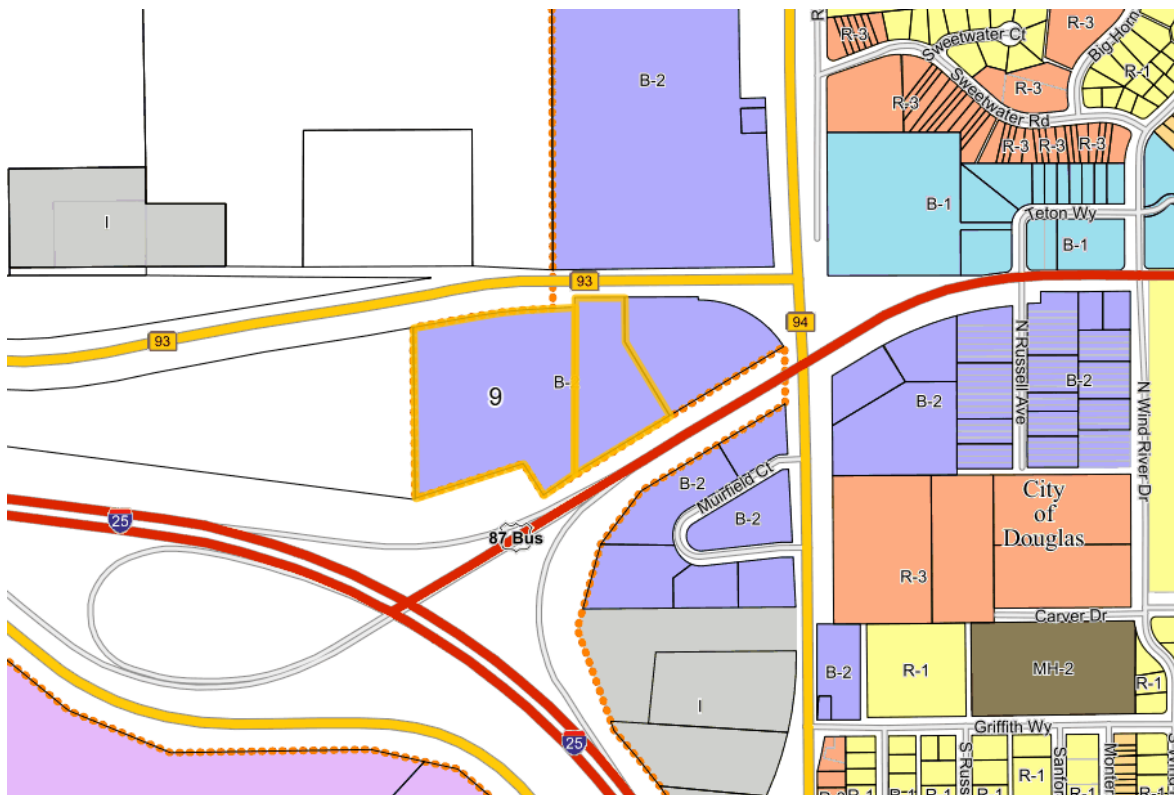
**SIZE:** 13.79 Acres.

**EXISTING LAND USE:** Currently vacant.

**SURROUNDING PROPERTY USE: ZONING:**

|               |              |        |
|---------------|--------------|--------|
| <b>North:</b> | Agricultural | County |
| <b>South:</b> | Hotel        | B-2    |
| <b>East:</b>  | Vacant       | B-2    |
| <b>West:</b>  | Residential  | County |

**ZONING:** B-2 General Business Zone. The B-2 General Business Zoning district “*is intended to provide for commercial uses that create a use intensity transition between residential neighborhoods and light industrial uses.*”



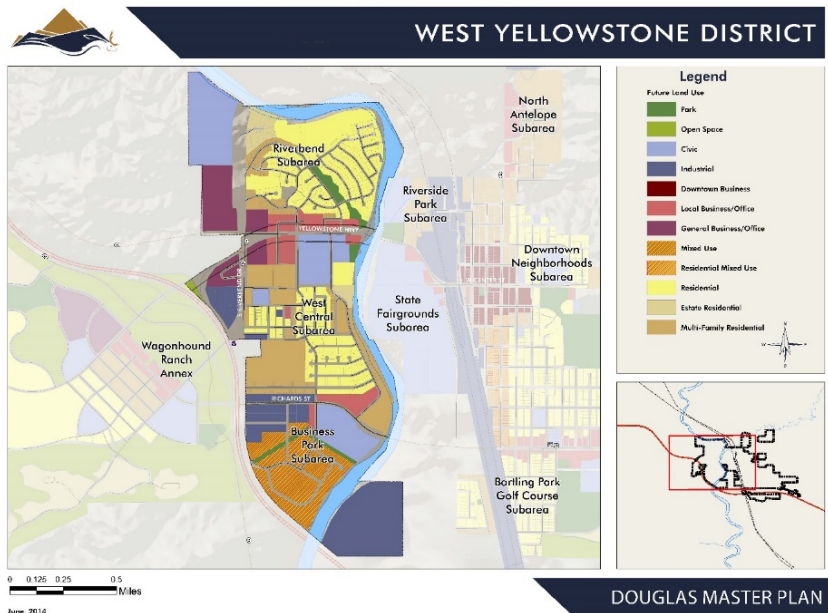
**PLAT DATA:** The revised plat is intended to allow for and encourage development by creating smaller lots. The revisions include four (4) lots and two (2) undevelopable tracts.

Any future use of this parcel will adhere to adopted standards and all applicable zoning regulations and standards and will remain compatible with the surrounding uses.

**HISTORY:** The subject property was originally dedicated to the City of Douglas as part of the Seven Trails Commerce Center 2015. In 2024, Parcel 7 was created when Parcel 4 was divided into two (2) parcels.

**DOUGLAS MASTER PLAN:**

The subject property was not annexed to the City at the time of the 2014 Master Plan. The property was not included in the Future Land Use Plan. The property is adjacent to the West Yellowstone Corridor of the West Yellowstone District. The Master Plans focus for this area consists of Retail. Commercial activities in this area can target both the needs and preferences of visitors and tourists at large events (e.g. State Fair), as well as Douglas residents living in adjoining residential subdivisions in northwest Douglas.



**STAFF RECOMMENDATION:** Staff recommends approval of the request to Vacate and Replat Seven Trails Commerce Center, Parcels 5 and 7 into 7 Trails Commerce Center South, including four (4) Lots and two (2) Tracts, and create a private road.