



**CLARK & ASSOCIATES  
LAND BROKERS, LLC**

Specializing in Farm, Ranch, Recreational & Auction Properties

*Proudly Presents*



***310 MALLO ROAD***

***Four Corners, Weston County, Wyoming***

*Situated in the scenic Black Hills of Wyoming this exceptional recreational property offers two homes, and is located within a half mile of national forest ground.*

## LOCATION & ACCESS

Located approximately 21 miles north of Newcastle, Wyoming, the property is easily accessed from US Highway 85 via well-maintained county road. To access the property from the intersection of US Highways 16 and 85 in Newcastle, Wyoming, you will travel north on US Highway 85 approximately 17 miles to Four Corners, Wyoming; then continue north on US Highway 85, past the intersection of State Highway 585, to Boyd Road; turn left onto Boyd Road and travel east for 2.6 miles to where Boyd Road intersects an unnamed road; turn right and follow road to Mallo Road; turn left onto Mallo Road and proceed east for approximately two miles to the west edge of the property.

Distances from the property to surrounding communities are as follows:

Four Corners, Wyoming	4.6 miles west
Newcastle, Wyoming (population 3,532)	21 miles southwest
Sundance, Wyoming (population 1,161)	32 miles northwest
Deadwood, South Dakota (population 1,270)	41 miles northeast
Spearfish, South Dakota (population 10,494)	60 miles northeast
Belle Fourche, South Dakota (population 5,594)	62 miles north
Gillette, Wyoming (population 29,087)	100 miles northwest
Rapid City, South Dakota (population 67,956)	105 miles north and east
Cheyenne, Wyoming (population 59,466)	242 miles south
Denver, Colorado (population 600,158)	376 miles south





SIZE & DESCRIPTION  
**83.24± DEEDED ACRES**

The property is nestled in Wyoming Black Hills with rugged pine and cedar tree-covered ridges and draws which provide wildlife habitat for mule deer, whitetail deer and elk. Covenants apply.

WATER RIGHTS

There is a 900 foot well that supplies water to both residences as well as to the sprinkler system. Any and all water rights found to pertain to the subject property, if any, will transfer to Buyer.

MINERAL RIGHTS

Any and all mineral rights owned by Seller, if any, will be transferred to Buyer at day of closing.

REAL ESTATE TAXES

The real estate taxes on 310 Mallo Road are approximately \$2,340 per year, according to the Weston County Assessor.



## IMPROVEMENTS

This property has an exceptional set of improvements. There is a 1,525 square foot, 1 ½ story, three bedroom, one bath log home with a beautiful deck that overlooks a scenic view of the Wyoming Black Hills. This log home has Pella windows with inside blinds throughout and has a four or five bay garage underneath.

The 4,352 square foot pole barn with concrete floor includes a two bedroom, one bath apartment with lots of personality and charm. The kitchen was updated with new appliances in 2014 that include a Viking range. There is a large master suite, Pella windows with inside blinds, a climate controlled wine cellar, gym equipment as well as forced air heat and air conditioning. Also included is a V-6 auto/on generator.

There is also an 800 square foot building used as an auxiliary shop. This building has a concrete floor and is heated.

Propane provides heat to all of the improvements. A 1,000 gallon tank supplies propane for the house and generator which a 500 gallon tank supplies propane to the cabin.

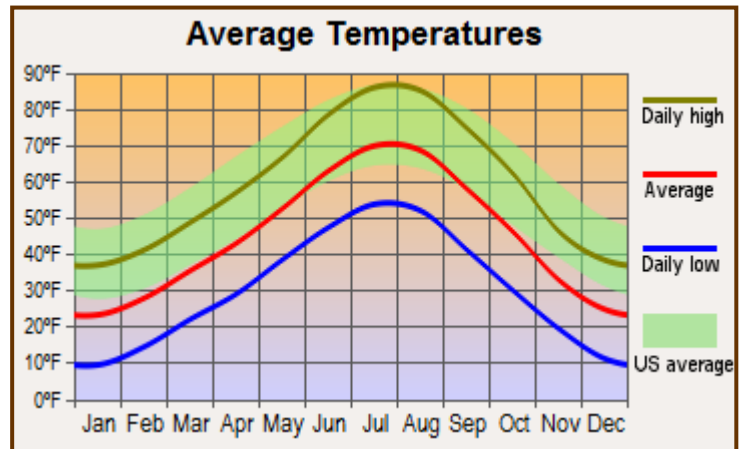


## UTILITIES

Electricity – Powder River Energy  
Gas/Propane – Private Propane tanks and providers  
Communications – Century Link  
Television – Satellite TV Providers  
Water – Private Water Wells  
Sewer – Private Septic Systems

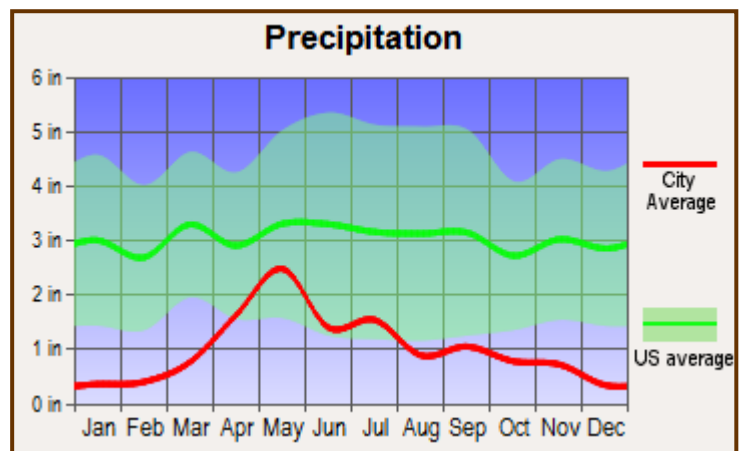
## CLIMATE

According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Newcastle area is approximately 16.4 inches including 40 inches of snow fall. The average high temperature in January is 37 degrees, while the low is 13 degrees. The average high temperature in July is 90 degrees, while the low is 60 degrees. The charts to the right are courtesy of [www.city-data.com](http://www.city-data.com).



## STATE OF WYOMING

Wyoming is a state that offers an incredible diversity of activities, geography, climate, and history. The Wyoming Territory was established in 1868 and Wyoming became the 44th state in 1890. The state is the tenth largest by area, but it is one of the least densely populated. The topography consists of the High Plains in the east and mountain ranges of the Rocky Mountains in the western two thirds. Wyoming's economy is primarily driven by the energy industry, agriculture, and tourism.



Wyoming provides a variety of opportunities and advantages for persons wishing to establish residency. There is no state income tax, and Wyoming offers an extremely favorable tax climate:

- No personal income tax
- No corporate income tax
- No gross receipts tax
- No inventory tax
- Low retail sales tax
- Low property tax
- Favorable inheritance tax
- Favorable unemployment tax

## COMMUNITY AMENITIES

Newcastle, Wyoming is the county seat for Weston County and contains all of the usual amenities of a traditional, rural Wyoming town: motels, banks, restaurants, churches, retail stores, and an excellent K-12 school system. These are a small example of what this quaint western town, population 3,532, has to offer. Situated in north central Weston County, the property is close to many of the popular attractions found in the surrounding areas including Mount Rushmore, Crazy Horse Memorial, Wind Cave National Park and others.



## AIRPORT INFORMATION

Commercial airline service is available at Gillette, Wyoming to the west and Rapid City, South Dakota to the east. The following is information on each of these airports:

**Newcastle, Wyoming:** Mondell Field Airport is located five miles northwest of Newcastle adjacent to US Highway 16. The airport's main runway, 13/31, is a 75' x 5,300' concrete runway with Pilot-controlled lighting. A fixed-base operation, Mondell Airport has an air taxi facility with fuel and private hangars available. For more information, please visit the following website:

<http://www.airnav.com/airport/KECS>

**Gillette, Wyoming:** The Campbell County Airport has daily commercial flights operated by Delta, Great Lakes and United Airlines. The website for the Campbell County Airport is <http://iflygillette.com/> and for complete aeronautical information, please visit <http://www.airnav.com/airport/KGCC>.

**Rapid City, South Dakota:** The Rapid City Regional Airport is located 8 miles southeast of the Rapid City, South Dakota. This is a commercial airport offering daily flights from Allegiant Air, American, Delta, and United Airlines. For specific information about the airport, flight schedules, amenities as well as relevant links about Rapid City and the surrounding area, visit <http://www.rcgov.org/Airport/pages>.



## RECREATION & WILDLIFE

The 310 Mallo Road offers excellent hunting opportunities for trophy mule deer, whitetail deer, antelope, wild turkeys, elk and upland game bird species.

Mallo Camp & Motel lies adjacent to the property and is one of Weston County's best assets. It is a county owned recreation area and has exceptional campgrounds for hosting family reunions, 4-H and other camps.

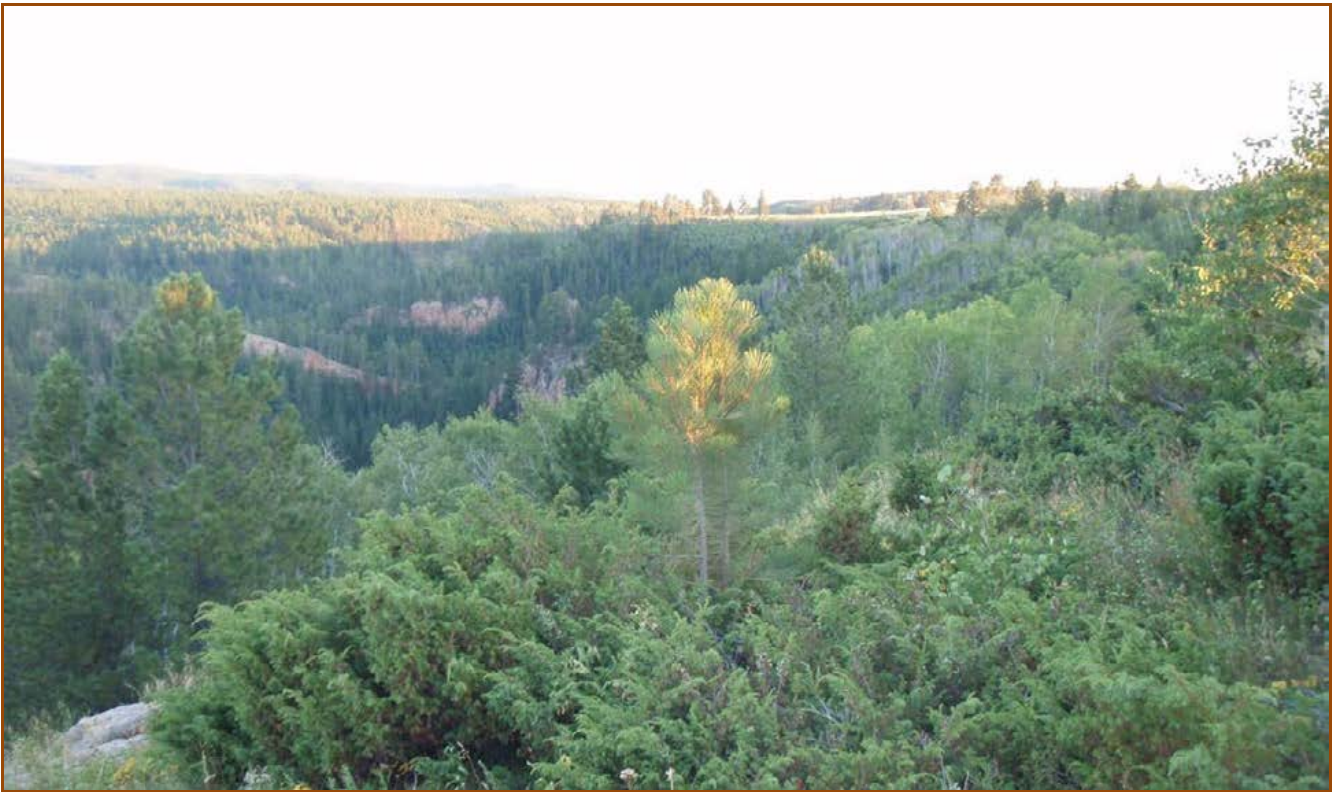
Recreational opportunities abound in northeastern Wyoming and the Black Hills in every season. Activities in the area include snowmobiling, hunting, hiking, rock climbing, camping, four-wheeling, and golf, as well as fishing, water skiing, sailing, swimming, and other water sports which are available at Keyhole State Park and surrounding lakes. Devils Tower Monument which is located 12 miles southwest of Hulett, is the first national monument and is a must-see by tourists all summer long. There is walleye and pike fishing at Keyhole State Park and trout fishing in many of the surrounding lakes. There are numerous opportunities to hunt, hike, and snowmobile on groomed trails in the Black Hills National Forest of South Dakota and Wyoming.

In addition to the Devil's Tower National Monument, this area is home to many of our nation's historical treasures such as Mount Rushmore, the Crazy Horse Memorial, and historic Deadwood, South Dakota.

The following websites provide information on the area's recreational destinations:

<a href="http://SundanceWyoming.com">SundanceWyoming.com</a>	<a href="http://Wyoming.gov">Wyoming.gov</a>
<a href="http://SpearfishChamber.org">SpearfishChamber.org</a>	<a href="http://TravelSD.com">TravelSD.com</a>
<a href="http://GilletteChamber.com">GilletteChamber.com</a>	<a href="http://nps.gov/muro">nps.gov/muro</a> (Mount Rushmore)
<a href="http://Hulett.org">Hulett.org</a>	<a href="http://nps.gov/deto/">nps.gov/deto/</a> (Devils Tower)
<a href="http://Deadwood.org">Deadwood.org</a>	<a href="http://fs.fed.us/r2/blackhills/">fs.fed.us/r2/blackhills/</a> (BH Nat'l Forest)
<a href="http://VisitRapidCity.com">VisitRapidCity.com</a>	<a href="http://CrazyHorse.org">CrazyHorse.org</a>
<a href="http://CityOfDeadwood.com">CityOfDeadwood.com</a>	<a href="http://CusterStatePark.info">CusterStatePark.info</a>
<a href="http://BlackHillsBadlands.com">BlackHillsBadlands.com</a>	<a href="http://SturgisMotorCycleRally.com">SturgisMotorCycleRally.com</a>
<a href="http://DevilsTowerGolf.com">DevilsTowerGolf.com</a>	<a href="http://gf.state.wy.us">gf.state.wy.us</a> (Wyoming Game & Fish)
<a href="http://WyomingTourism.com">WyomingTourism.com</a>	<a href="http://sdgfp.info">sdgfp.info</a> (SD Game Fish & Parks)







## OFFERING PRICE

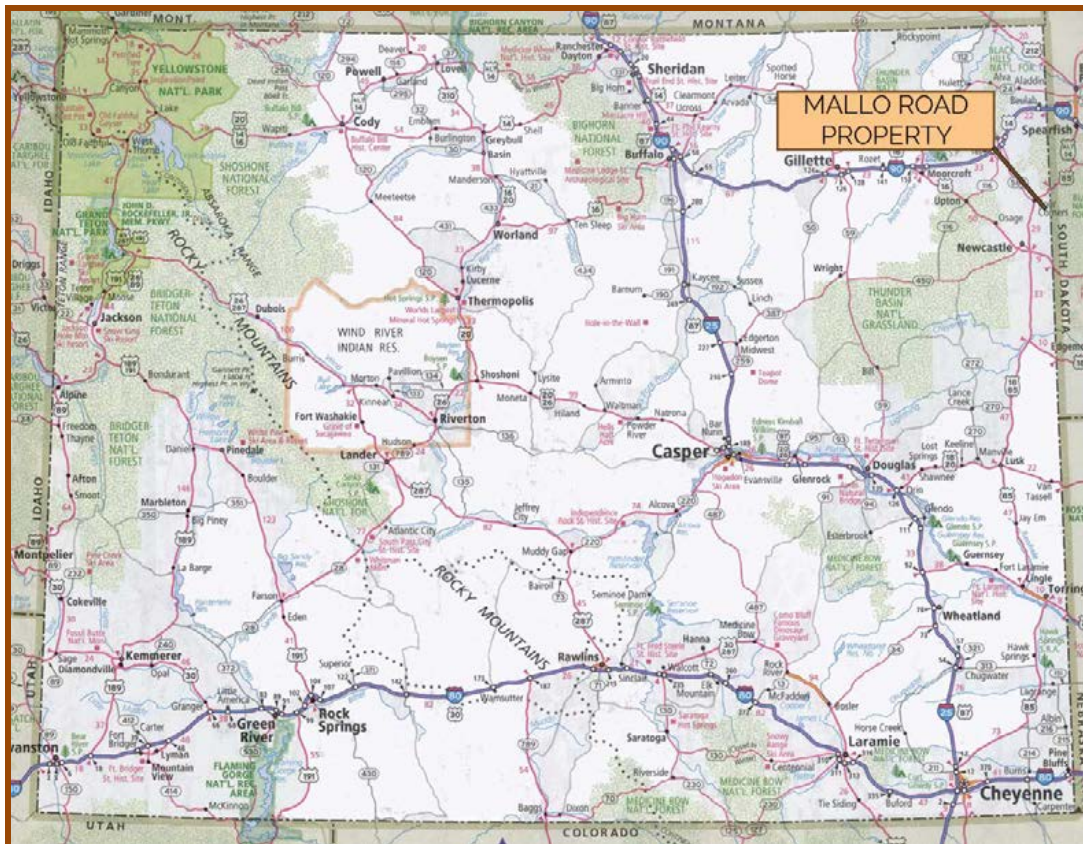
Price Reduced from \$825,000 to \$765,000

The Seller shall require an all cash sale. The Seller reserves the right to effectuate a tax-deferred real estate exchange for all or part of the sales price, pursuant to Section 1031 of the Internal Revenue Code and the Treasury Regulations promulgated there under with no liability or expense to be incurred by the Buyer (in connection with the Seller's tax-deferred exchange).

## CONDITIONS OF SALE

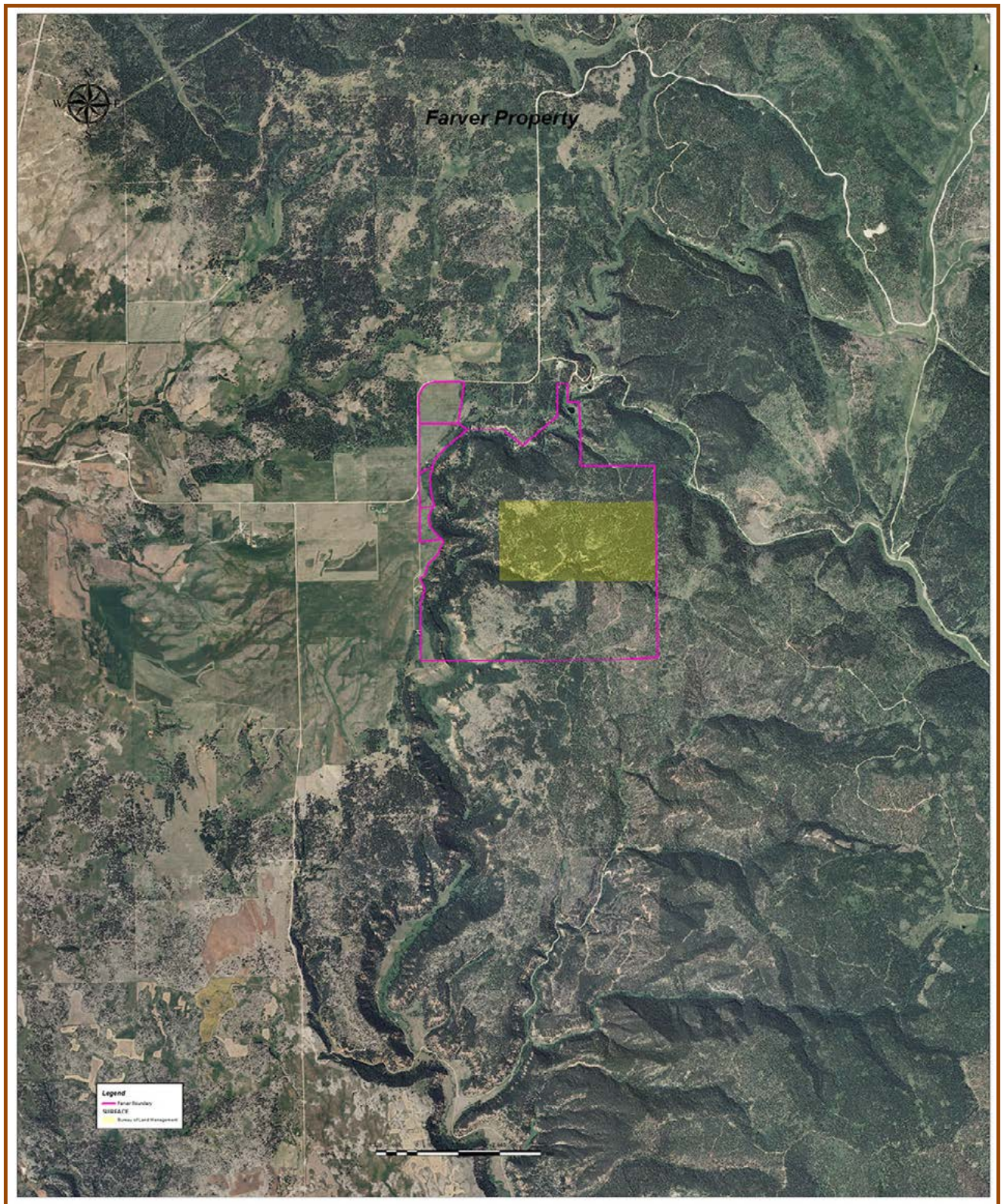
- I. All offers shall be:
  - A. in writing;
  - B. accompanied by an earnest money deposit check in the minimum amount of \$40,000 (Forty Thousand Dollars); and
  - C. be accompanied with the name, telephone number, and address of the Buyer's personal banker in order to determine financial capability to consummate a purchase.
- II. All earnest money deposits will be deposited in the title company/closing agent's trust account.
- III. The Seller shall provide and pay for an owner's title insurance policy in full satisfaction of the negotiated purchase price.
- IV. Both Buyer and Seller shall be responsible for their own attorney fees.

## WYOMING LOCATION MAP



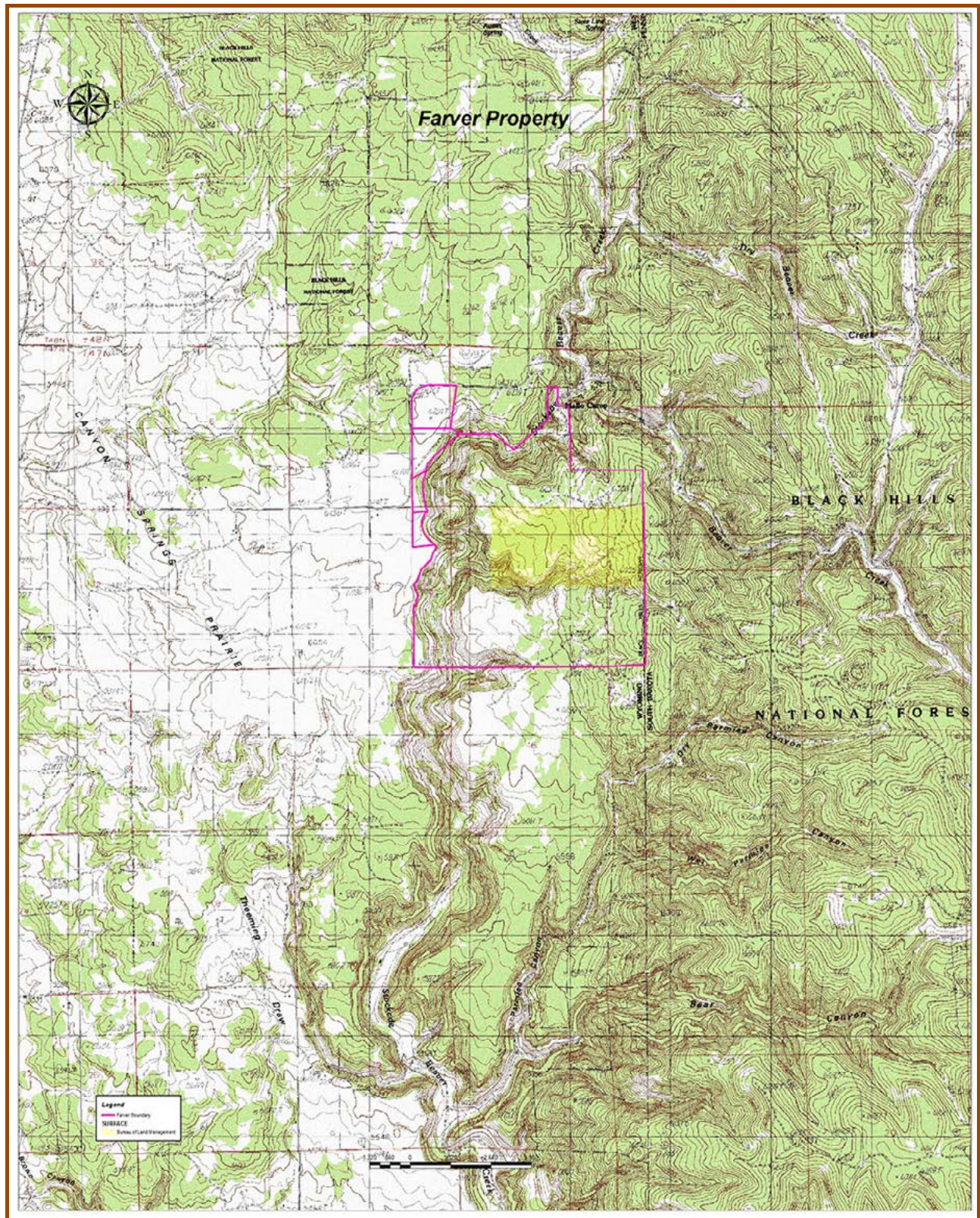


## 310 MALLO ROAD ORTHO MAP





## 310 MALLO ROAD TOPO MAP





## FENCES AND BOUNDARY LINES

The seller is making known to all potential purchasers that there may be variations between the deeded property lines and the location of the existing fence boundary lines on the subject property. Seller makes no warranties with regard to location of the fence lines in relationship to the deeded property lines, nor does the seller make any warranties or representations with regard to specific acreage within the fenced property lines. Seller is selling the property in an "as is" condition which includes the location of the fences as they exist.

Boundaries shown on accompanying maps are approximate based on the legal description and may not indicate a survey. Maps are not to scale and are for visual aid only. Their accuracy is not guaranteed.

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Clark & Associates Land Brokers, LLC is pleased to have been selected as the Exclusive Agent for the Seller of this outstanding offering. All information has been obtained from sources deemed reliable by Clark & Associates Land Brokers, LLC; however, the accuracy of this information is not guaranteed or warranted by Clark & Associates Land Brokers, LLC, or the Sellers, and prospective buyers are charged with making and are expected to conduct their own independent investigation of the information contained herein. This offering is subject to prior sale, price change, correction or withdrawal without notice.

**Notice to Buyers:** Wyoming Real Estate Law requires that the listing Broker and all licensees with the listing Broker make a full disclosure, in all real estate transactions, of whom they are agents and represent in that transaction. All prospective buyers must read, review and sign a Real Estate Brokerage Disclosure form prior to any showings. **Clark & Associates Land Brokers, LLC with its sales staff is an agent of the seller in this listing.**

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## NOTES



For additional information or to schedule a showing, please contact:



**Cory Clark**  
Broker /Owner  
REALTOR®

Mobile: (307) 351-9556  
Office: (307) 334-2025

[clark@clarklandbrokers.com](mailto:clark@clarklandbrokers.com)

Licensed in WY, SD, MT, CO,  
NE and ND



**Mark McNamee**  
Broker/ Owner  
Auctioneer

Mobile: (307) 760-9510  
Office: (307) 467-5523  
Fax: (307) 467-5581

[mcnamee@clarklandbrokers.com](mailto:mcnamee@clarklandbrokers.com)

Licensed in WY, MT, SD, & NE

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## Clark & Associates Land Brokers, LLC

Specializing in Farm, Ranch, Recreational & Auction Properties

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### **Lusk, WY Office**

736 South Main Street • PO Box 47  
Lusk, WY 82225

### **Cory G. Clark - Broker / Owner**

(307) 351-9556 ~ [clark@clarklandbrokers.com](mailto:clark@clarklandbrokers.com)  
Licensed in WY, MT, SD, ND, NE & CO

### **Hulett, WY Office**

16 Strawberry Hill Road • PO Box 159  
Hulett, WY 82720

### **Mark McNamee - Associate Broker/Auctioneer/Owner**

(307) 760-9510 ~ [mcnamee@clarklandbrokers.com](mailto:mcnamee@clarklandbrokers.com)  
Licensed in WY, MT, SD & NE

### **Billings & Miles City, MT Offices**

6806 Alexander Road  
Billings, MT 59105

### **Denver Gilbert - Associate Broker / Owner**

(406) 697-3961 ~ [denver@clarklandbrokers.com](mailto:denver@clarklandbrokers.com)  
Licensed in WY, MT, SD & ND

### **Buffalo, WY Office**

37 North Main Street • PO Box 366  
Buffalo, WY 82834

### **Jon Keil - Associate Broker**

(307) 331-2833 ~ [jon@keil.land](mailto:jon@keil.land)  
Licensed in WY

### **Belle Fourche, SD Office**

515 National Street • PO Box 307  
Belle Fourche, SD 57717

### **Ronald L. Ensz - Associate Broker**

(605) 210-0337 ~ [emsz@rushmore.com](mailto:emsz@rushmore.com)  
Licensed in SD, WY, MT & NE

### **Torrington, WY Office**

2210 Main Street  
Torrington, WY 82240

### **Logan Schliinz - Associate Broker**

(307) 575-5236 ~ [logan@clarklandbrokers.com](mailto:logan@clarklandbrokers.com)  
Licensed in CO, NE & WY

### **Douglas, WY Office**

PO Box 1395, Douglas, WY 82633  
1878 N Glendo Hwy, Glendo, WY 82213

### **Scott Leach - Associate Broker**

(307) 331-9095 ~ [scott@clarklandbrokers.com](mailto:scott@clarklandbrokers.com)  
Licensed in WY & NE

### **Greybull, WY Office**

3625 Greybull River Road, PO Box 806  
Greybull, WY 82426

### **Ken Weekes – Sales Associate**

(307) 272-1098 ~ [farmview@tct.west](mailto:farmview@tct.west)  
Licensed in WY

## IMPORTANT NOTICE

**Clark & Associates Land Brokers, LLC**  
(Name of Brokerage Company)

### REAL ESTATE BROKERAGE DISCLOSURE

When you select a Real Estate Broker Firm, Broker or sales person (all referred to as "Broker") to assist you in a real estate transaction, the Broker may do so in one of several capacities. In accordance with Wyoming's Brokerage Relationships Act, this notice discloses the types of working relationships that are available to you.

**Seller's Agent.** (Requires written agreement with Seller)

If a Seller signs a written listing agreement with a Broker and engages the Broker as a Seller's agent, the Broker represents the Seller. On properties listed with other brokerage companies, the Broker may work as an agent for the Seller if the Seller agrees to have the Broker work as a subagent. As an agent or subagent for the Seller, the Broker represents the Seller and owes the Seller a duty of utmost good faith, loyalty, and fidelity in addition to the **obligations** enumerated below for Intermediaries. Wyo. Stat. § 33-28-303(a). The Seller may be vicariously liable for the acts of the Seller's Agent or Seller's subagent that are approved, directed or ratified by the Seller.

**Customer.** (No written agreement with Buyer)

A customer is a party to a real estate transaction who has established no intermediary or agency relationship with any Broker in that transaction. A Broker may work as an agent for the Seller treating the Buyer as a customer or as an agent for the Buyer treating the Seller as a customer. Also when a Buyer or Seller is represented by another Broker, a Broker may work with the other Buyer or Seller as a customer, having no written agreement, agency or intermediary relationship with either party. A Broker working with a customer shall owe no duty of confidentiality to a customer. Any information shared with Broker may be shared with the other party to the transaction at customer's risk. The customer should not tell the Broker any information which the customer does not want shared with the other party to the transaction. The customer should not tell the Broker any information which the customer does not want shared with the other party to the transaction. The Broker must treat the customer honestly and with fairness disclosing all material matters actually known by the Broker. The Broker owes the customer the **obligations** enumerated below for Intermediaries which are marked with asterisks. W.S. § 33-28-310(a).

**Buyer's Agent.** (Requires written agreement with Buyer)

If a Buyer signs a written Buyer Agency Agreement with a Broker, the Broker will act as an agent for the Buyer. If so, the Broker represents the Buyer and owes the Buyer a duty of utmost good faith, loyalty and fidelity in addition to the **obligations** enumerated below for Intermediaries. The Buyer may be vicariously liable for the acts of the Buyer's Agent that are approved, directed or ratified by the Buyer. As a Buyer's Agent, Wyoming law requires the Broker to disclose to potential Sellers all adverse material facts, which may include material facts regarding the Buyer's financial ability to perform the terms of the transaction. Wyo. Stat. § 33-28-304(c). As a Buyer's Agent, the Broker has duties to disclose to the Buyer certain information; therefore, the Seller should not tell the Broker any information which the Seller does not want shared with the Buyer.

**Intermediary.** (Requires written agreement with Seller and/or Buyer)

The Intermediary relationship is a non-agency relationship which may be established between a Broker and a Seller and/or a Broker and a Buyer. A Seller may choose to engage a Broker as an Intermediary when listing a property. A Buyer may also choose to engage a Broker as an Intermediary. An Intermediary shall not act as an agent or advocate for any party and shall be limited to providing those services set forth below. Wyo. Stat. § 33-28-305.



As an Intermediary (Non-Agent), Broker will not represent you or act as your agent. The parties to a transaction are not legally responsible for the actions of an Intermediary and an Intermediary does not owe the parties the duties of an agent, including the fiduciary duties of loyalty and fidelity. Broker will have the following **obligations** to you:

- perform the terms of any written agreement made by the Intermediary with any party or parties to the transaction;
- exercise reasonable skill and care;\*
- advise the parties to obtain expert advice as to material matters about which the Intermediary knows but the specifics of which are beyond the expertise of the Intermediary;\*
- present all offers and counteroffers in a timely manner;\*
- account promptly for all money and property the Broker received;\*
- keep you fully informed regarding the transaction;\*
- obtain the written consent of the parties before assisting the Buyer and Seller in the same real estate transaction as an Intermediary to both parties to the transaction;
- assist in complying with the terms and conditions of any contract and with the closing of the transaction;\*
- disclose to the parties any interests the Intermediary may have which are adverse to the interest of either party;
- disclose to prospective Buyers, known adverse material facts about the property;\*
- disclose to prospective Sellers, any known adverse material facts, including adverse material facts pertaining to the Buyer's financial ability to perform the terms of the transaction;\*
- disclose to the parties that an Intermediary owes no fiduciary duty either to Buyer or Seller, is not allowed to negotiate on behalf of the Buyer or Seller, and may be prohibited from disclosing information about the other party, which if known, could materially affect negotiations in the real estate transaction.

As Intermediary, the Broker will disclose all information to each party, but will not disclose the following information without your informed consent:

- the motivating factors for buying or selling the property;
- that you will agree to financing terms other than those offered, or
- any material information about you, unless disclosure is required by law or if lack of disclosure would constitute dishonest dealing or fraud.

### **Change From Agent to Intermediary – In – House Transaction**

If a Buyer who has signed a Buyer Agency Agreement with the Broker wants to look at or submit an offer on property Broker has listed as an agent for the Seller, the Seller and the Buyer may consent in writing to allow Broker to change to an Intermediary (non-agency) relationship with both the Buyer and the Seller. Wyo. Stat. § 33-28-307.

An established relationship cannot be modified without the written consent of the Buyer or the Seller. The Buyer or Seller may, but are not required to, negotiate different commission fees as a condition to consenting to a change in relationship.

**Designated Agent.** (requires written designation by the brokerage firm and acknowledgement by the Buyer or Seller)

A designated agent means a licensee who is designated by a responsible broker to serve as an agent or intermediary for a Seller or Buyer in a real estate transaction. Wyo. Stat. § 33-28-301 (a)(x).

In order to facilitate a real estate transaction a Brokerage Firm may designate a licensee as your agent or intermediary. The Designated Agent will have the same duties to the Buyer and Seller as a Buyer's or Seller's Agent or Intermediary. The Broker or an appointed "transaction manager" will supervise the transaction and will not disclose to either party confidential information about the Buyer or Seller. The designation of agency may occur at the time the Buyer or Seller enters into an agency agreement with the Brokerage Firm or the designation of agency may occur later if an "in house" real estate transaction occurs. At that time, the Broker or "transaction manager" will immediately disclose to the Buyer and Seller that designated agency will occur.

**Duties Owed by An Agent But Not Owed By An Intermediary.**

WHEN ACTING AS THE AGENT FOR ONE PARTY (EITHER BUYER OR SELLER), BROKER HAS FIDUCIARY DUTIES OF UTMOST GOOD FAITH, LOYALTY, AND FIELITY TO THAT ONE PARTY. A BROKER ENGAGED AS AN INTERMEDIARY DOES NOT REPRESENT THE BUYER OR THE SELLER AND WILL NOT OWE EITHER PARTY THOSE FIDUCIARY DUTIES. HOWEVER, THE INTERMEDIARY MUST EXERCISE REASONABLE SKILL AND CARE AND MUST COMPLY WITH WYOMING LAW. AN INTERMEDIARY IS NOT AN AGENT OF ADVOCATE FOR EITHER PARTY. SELLER AND BUYER SHALL NOT BE LIABLE FOR ACTS OF AN INTERMEDIARY, SO LONG AS THE INTERMEDIARY COMPLIES WITH THE REQUIREMENTS OF WYOMING'S BROKERAGE RELATIONSHIPS ACT. WYO. STAT. § 33-28-306(a)(iii).

THIS WRITTEN DISCLOSURE AND ACKNOWLEDGMENT, BY ITSELF, SHALL NOT CONSTITUTE A CONTRACT OR AGREEMENT WITH THE BROKER OR HIS/HER FIRM. UNTIL THE BUYER OR SELLER EXECUTES THIS DISCLOSURE AND ACKNOWLEDGEMENT, NO REPRESENTATION AGREEMENT SHALL BE EXECUTED OR VALID. WYO. STAT. § 33-28-306(b).

NO MATTER WHICH RELATIONSHIP IS ESTABLISHED, A REAL ESTATE BROKER IS NOT ALLOWED TO GIVE LEGAL ADVICE. IF YOU HAVE QUESTIONS ABOUT THIS NOTICE OR ANY DOCUMENT IN A REAL ESTATE TRANSACTION, CONSULT LEGAL COUNSEL AND OTHER COUNSEL BEFORE SIGNING.

The amount or rate of a real estate commission for any brokerage relationships is not fixed by law. It is set by each Broker individually and may be negotiable between the Buyer or Seller and the Broker.

On \_\_\_\_\_, I provided (Seller) (Buyer) with a copy of this Real Estate Brokerage Disclosure and have kept a copy for our records.

Brokerage Company

**Clark & Associates Land Brokers, LLC**  
PO Box 47  
Lusk, WY 82225  
Phone: 307-334-2025 Fax: 307-334-0901

By \_\_\_\_\_

I/We have been given a copy and have read this Real Estate Brokerage Disclosure on (date) \_\_\_\_\_, (time) \_\_\_\_\_ and hereby acknowledge receipt and understanding of this Disclosure.

SELLER \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_