

**JamesLandCo.com**

*Investment Grade & Lifestyle  
Real Estate*

# TOUCHSTONE RANCH LUSK, WYOMING



*Presented By:*

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# TOUCHSTONE RANCH



Price: \$3,300,000.00

Features: Nestled in Hat Creek Breaks, Cattle Ranch, Elk, Deer, Turkey & Antelope Hunting, Indoor Working Chutes, 9 pastures, 7 domestic/stock wells with 3 miles of pipeline

Location: 12 Miles North of Lusk, Wyoming

Acreage: 3,043 Deeded Acres +/-

Improvements: 5,000 Sq. Ft. House, 72' X 108' Barn

Taxes: \$3,952.50 (2015)

\* Property is owned by a licensed Wyoming Real Estate Salesman.

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# TOUCHSTONE RANCH

## Brokers Comments

The subject property is one of Wyoming's most scenic recreational ranches that also functions as the Touchstone Angus ranch, a well recognized purebred cattle operation. Consisting of 3,043 deeded acres just 12 miles north of Lusk, Wyoming, the ranch is nestled in the beautiful Hat Creek Breaks region. Hat Creek Break ranches rarely become available and they don't last long and this is one of the finest in the region.



Few properties anywhere possess the diversity of wildlife you will discover on this ranch including, elk, whitetail deer, mule deer, antelope, turkeys, sharp-tail grouse, sage grouse and Hungarian partridge. Among the big game species, the genetics and habitat are excellent for producing trophy size animals.

The 4 year old custom home boasts spectacular views of the Hat Creek breaks and is located 2 miles beyond the end of a county road on an elevated and graveled private road - offering unparalleled seclusion and privacy. Quality, style and harmony with the natural environment describe this 5,000 sq.ft. finished home. The home is positioned to offer breathtaking views from the great room featuring large triple paned Pella windows that dominate almost the entire west facing wall.



Stepping out the large glass Pella doors from the great room to the 1,100 sq. ft. maintenance free deck, one can enjoy the view outside with the family or entertain over 40 guests with a scenic dinner they won't soon forget. From the large well appointed kitchen is the easily accessed deck or the Elkhorn chandeliered dining room. A large walk-in pantry compliments the kitchen with an abundance of room for discreet storage.

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The home has 4 large bedrooms each with walk-in closets, 4.5 bathrooms, exercise room, game room, 2<sup>nd</sup> downstairs kitchen, large office, crafts room, storage rooms, extra deep 3 car garage and finished walk-out basement,.

Additional amenities include oversized geothermal heat/cooling system with water heater assist, 7100 Quadrafire fireplace, large whirlpool bath in master suite, electronic gadget capable in 7 rooms including; CATV

5 high-speed internet cable, 2 speaker wiring for central sound system and cabling for TV, generator throw out switches for house, barns and original homestead facilities, metal clad exterior triple pane Pella windows and doors with enclosed mini-blinds, centralized hot & cold water shut-off valves for all water outlets, insulated quiet floors, super efficient 8 inch exterior wall insulation sealed with thick plastic wrap behind interior finish walls and ceilings, fireproof low maintenance masonry siding (looks like cedar), steel soffits and roof, French drains around entire foundation, large game fenced orchard and garden area consisting of northern hardy peach, pear, apple, cherry and plum trees on a drip-line.

This operating ranch has 2 cattle working facilities including a 5 year old 72 x 108 ft Morton building that serves as an indoor cattle working facility, with 4 indoor horse/calving stalls with exterior runs. Each run has heated automatic Ritchie waterers. The building is also used as the site of the annual Touchstone Angus bull sale capable of seating 150 plus people on removable bleachers with a removable sale ring and auction block. The cattle working facilities and corrals at the headquarters is outfitted with all steel pipe professionally saddle welded for strength. This facilities design, strength and function are truly a marvel.



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The ranch is divided into 9 pasture averaging approximately 285 acres. There are 7 domestic/stock wells and 3 miles of pipeline on the ranch. There are 3 ponds on the ranch that hold water in normal rainfall years. Much of the internal cross fencing is new with 4 wires on steel posts and every 5th a wood post. The pasture layout is designed for rotational grazing. Many of the pasture have water points on opposite ends of the pasture to further move cattle within the pasture by turning off one of the 2 water points. The 850 acre winter pastures were fenced to prevent cattle access to pine trees. The calving pasture at the new facility has abundant protection with deep and wide cottonwood lined draws. There are 2 separate 80 acre dry land hay fields. One has just been interseeded with Falcata alfalfa, a self-maintaining, and non-bloat variety for dryland. These hayfields are county rated at  $\frac{3}{4}$  ton per acre but the Falcata has the potential to add 70% in tonnage due to the nitrogen added by it. The ranch in pre-historic times a desirable camping and hunting site for the Lakota Sioux. There was water, abundant game and sources of flint that was apparently mined on the ranch. Many artifacts have been found on the ranch as well as a few fossils.



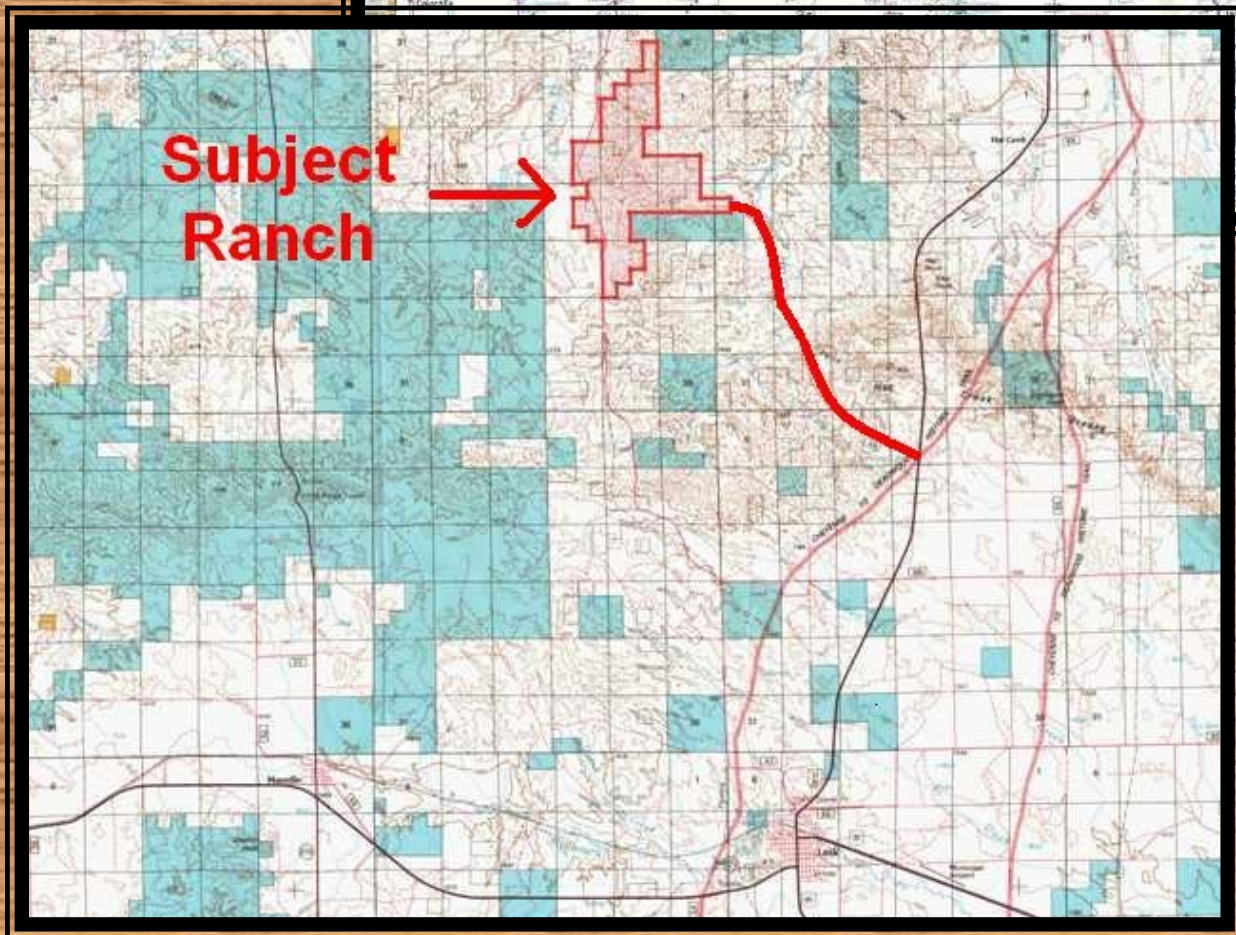
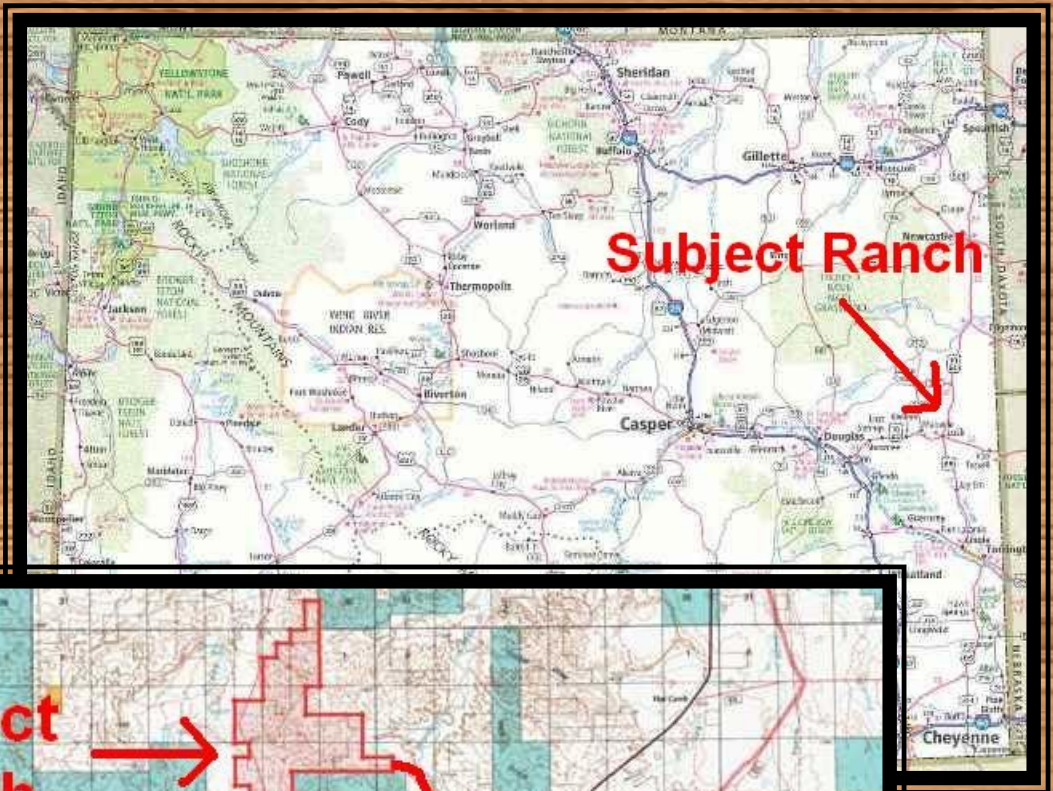
The original headquarters on the west end of the ranch is located on a newly rebuilt county road. There is an old home which serves as storage, an older small barn, working corrals with new Highqual tub and alley, 2 automatic and heated 4 hole Richie frost free waterers. The far west bull pasture has a new 16 x 90 steel loafing shed with steel continuous fencing corral and trailer load out area.

Seller is a licensed Wyoming Real Estate Sales Person.

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*\*Licensed in Wyoming & Nebraska*

**Note:** This Information and any other information presented by James Land Company has been obtained from sources deemed to be reliable, but is not guaranteed to be warranted by the sellers or by James Land Company. Prospective buyers are responsible for conducting their own investigation of the property and James Land Company recommends that every item of interest to the purchaser (i.e. water laws, mineral laws, zoning, land use regulations, state, federal and private permits) be independently verified by the purchaser and their attorney.

**Agency Disclosure:** James Land Company and its sales staff are agents of the sellers in the sale of this property. It is also James Land Company's policy to have all potential buyers read and understand an Agency Disclosure form before viewing this or any other property.

**\*\*Buyer, please read the following form prior to engaging in discussion or written agreement on the enclosed property. Know that James Land Company is an agent for the seller.**

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## IMPORTANT NOTICE

James Land Company

### REAL ESTATE BROKERAGE DISCLOSURE

When you select a Real Estate Brokerage Firm, Broker or salesperson (all referred to as "Broker") to assist you in a real estate transaction, the Broker may do so in one of several capacities. 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 or Seller)

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 either 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 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 an 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, Broker has duties to disclose to the Buyer certain information; therefore, the Seller should not tell 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 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, Broker will disclose all information to each party, but will not disclose the following information without your informed consent:

- that you may be willing to agree to a price different than the one offered;
- 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 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 acknowledgment 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 of 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 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 FAIR, LOYALTY, AND FIDELITY 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 OR 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 RELATIONSHIP 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 ACKNOWLEDGMENT, NO REPRESENTATION AGREEMENT SHALL BE EXECUTED OR VALID. WY. 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 relationship 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 \_\_\_\_\_ (date), I provided \_\_\_\_ (Seller) **X** (Buyer) with a copy of this Real Estate Brokerage Disclosure and have kept a copy for our records.

Brokerage Company James Land Company

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.

Buyer's Signature \_\_\_\_\_

Buyer's Signature \_\_\_\_\_