

# **Clark & Associates Land Brokers, LLC**

Specializing in Farm, Ranch, Recreational & Auction Properties

*Proudly Presents*

## ***BEAVER CREEK RANCH***

*Newcastle, Weston County, Wyoming*



*Nestled in the heart of cattle country, the Beaver Creek Ranch is an extremely well-balanced cow/calf operation.*

## LOCATION AND ACCESS

The property lies in the southeastern part of Weston County which is located in northeast Wyoming. The Beaver Creek Ranch is easily accessed by traveling south of Newcastle, Wyoming on US Highway 85 which traverses through the ranch for approximately two miles. From the intersection of US Highways 85 & 16 in Newcastle, travel approximately 20 miles to the intersection with a privately maintained gravel road. Turn east onto the gravel road and travel approximately one and three quarter miles to the ranch headquarters.

The following towns and cities in the four-state area are in close proximity to and easily accessed from the ranch:

Newcastle, Wyoming (population 3,532)	23 miles north
Custer, South Dakota (population 2,067)	57 miles northeast
Lusk, Wyoming (population 1,567)	61 miles south
Deadwood, South Dakota (population 1,270)	76 miles northeast
Rapid City, South Dakota (population 67,956)	98 miles northeast
Gillette, Wyoming (population 29,087)	100 miles northwest
Chadron, Nebraska (population 5,851)	116 miles southeast
Scottsbluff, Nebraska (population 15,039)	150 miles southeast
Cheyenne, Wyoming (population 59,466)	201 miles south
Denver, Colorado (population 600,158)	300 miles south



## SIZE & DESCRIPTION

3,603± Deeded Acres  
681± BLM Lease Acres  
4,284± TOTAL ACRES

The Beaver Creek Ranch is a contiguous 4,284± acre ranch consisting of heavily-sodded grass pastures, flat meadows, and rolling hills with an elevation of approximately 3,700 ft. above sea level. Mature cottonwood trees provide ample protection for livestock and wildlife in the various draws and drainages on the property. The ranch is cross-fenced into four pastures. The fences are in good to fair condition and consist primarily of 4 to 5-strand barb wire.

The ranch is currently leased for the next nine years. Details of this lease will be made available to interested parties.

There are approximately 400 acres of irrigated hay ground which are located along the northeastern end of the ranch. Irrigation water is provided by Beaver Creek. During the winter months, the owners typically do not need to feed their cattle. A mild winter makes the need to feed hay a rare occurrence; however, should winter conditions become severe with prolonged snow cover, an additional one-half ton of hay could be required to winter each cow.



## CARRYING CAPACITY

The livestock carrying capacity is owner-rated at 100 cow/calf pairs year-round.

*NOTE: Carrying capacity can vary due to weather conditions and management practices. Interested parties should conduct their own analysis.*

## IMPROVEMENTS

The improvements on the ranch are older and the outbuildings and corrals are adequate for working livestock and providing livestock protection.



## UTILITIES

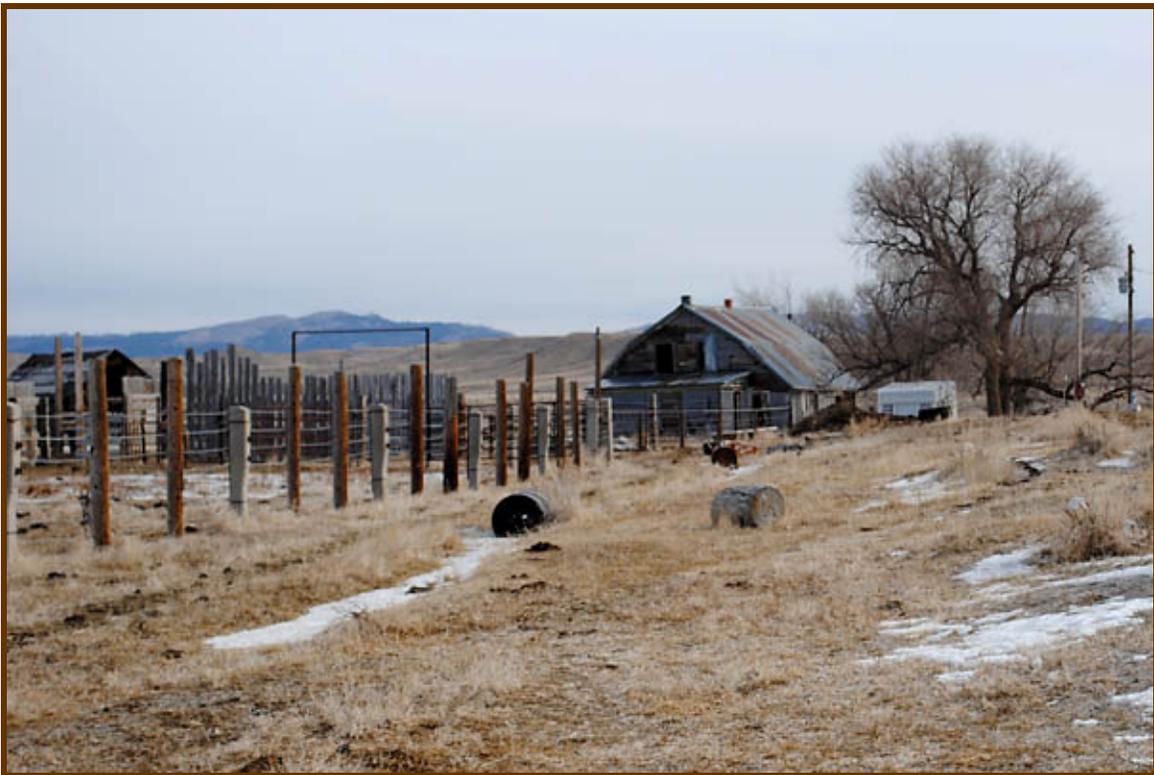
- Electricity Niobrara Electric Association
- Water Private Well
- Communications CenturyLink
- Gas Private Propane Tanks
- Sewer Private Septic System

## REAL ESTATE TAXES

The annual real estate taxes are approximately \$1,585.00.

## MINERAL RIGHTS

All mineral rights owned by the seller, if any, shall be retained by Seller.



## WATER RIGHTS

The owners of the Beaver Creek Ranch have provided the following information regarding the water and water rights on the ranch:

The water pipeline that feeds the ranch is the Morrisey Water Association which has four members. The location of the well is approximately one to 1-1/2 miles from the east border of the ranch. The depth of the well is approximately 100 feet and has a three horsepower pump.

The pipeline runs the full length of the ranch and approximately two miles off to the side. There are two stock tanks on the west side of US Highway 85 along with two stock tanks located on Sheep Creek on the east side of the highway. In addition, there are two stock tanks located on the hill and four more stock tanks located near Beaver Creek and the ranch headquarters.

The water association has an annual meeting and the members split the cost of the electricity used to pump the water. The cost is approximately \$2,000 per year with the ranch's share being about \$600 per year. A new pipeline was installed in 2006. The shares are divided by the number of acres each member owns with the Beaver Creek Ranch having approximately 16% of the shares.

There are approximately 400 acres of irrigated hay ground which are located along the northeastern end of the ranch. Irrigation water is provided by Beaver Creek.

Upon request, Clark & Associates Land Brokers, LLC will provide any prospective buyer a Wyoming State Engineer's ground and surface water rights search that has been completed on the Beaver Creek Ranch.



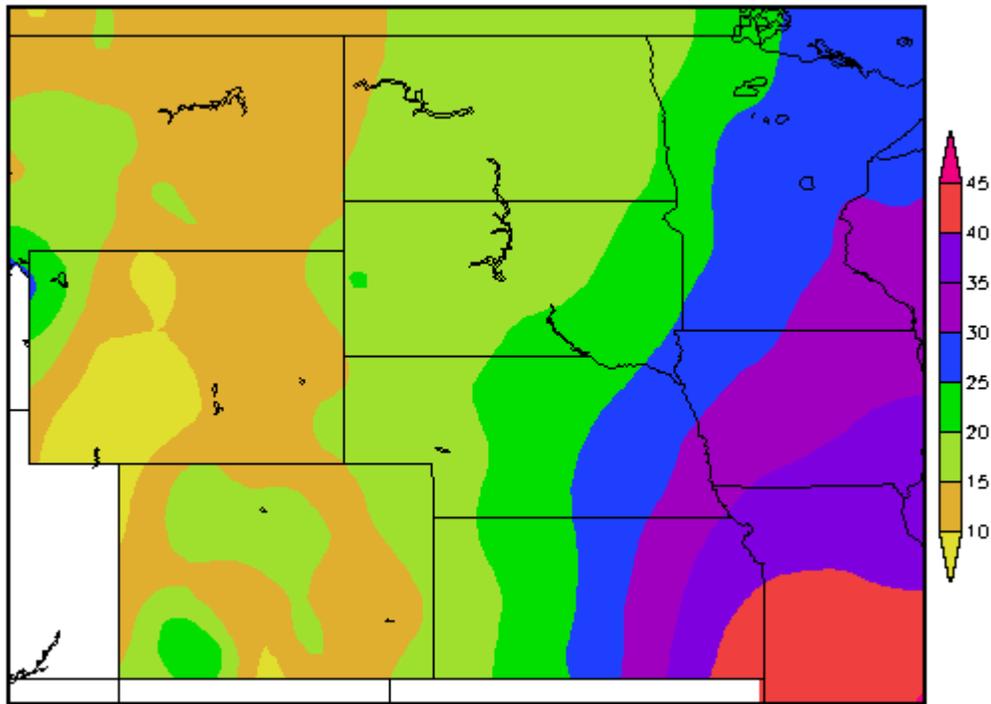
## CLIMATE

The following historical climate data summary is provided by the High Plains Regional Climate Center at the University of Nebraska:

**NEWCASTLE, WYOMING**  
 Period of Record Monthly Climate Summary  
 Period of Record: 7/ 1/1906 to 12/31/2011

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Average Max. Temperature (F)	34.0	37.9	46.2	57.4	68.0	78.4	87.7	85.7	74.4	60.8	45.2	35.9	59.3
Average Min. Temperature (F)	11.3	14.5	22.3	32.1	42.2	51.6	58.9	56.9	46.5	35.1	22.8	14.2	34.0
Average Total Precipitation (in.)	0.46	0.50	0.73	1.51	2.51	2.52	2.01	1.63	1.17	1.03	0.60	0.50	15.16
Average Total SnowFall (in.)	6.4	5.9	6.7	4.0	0.5	0.0	0.0	0.0	0.2	1.9	5.0	6.3	36.9
Average Snow Depth (in.)	2	2	1	0	0	0	0	0	0	0	1	2	1

### Annual Precipitation (inches)



High Plains Climate Center

## RECREATIONAL RESOURCES

The Beaver Creek Ranch offers excellent hunting opportunities for trophy mule deer, whitetail deer, antelope, wild turkeys, sharp-tail grouse and other upland game bird species as well as an occasional elk.

## STATE OF WYOMING

Wyoming is a state that offers an incredible diversity of activities, geography, climate, and history. Just a territory in 1869, Wyoming became the 44th state in 1890. The state's population is 563,626, and provides a variety of opportunities and advantages for persons wishing to establish residency.

Wyoming's energy costs are the second lowest in the nation, and the cost of living index is below the national average. Wyoming ranks among the top 10 in the entire United States for educational performance. 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, WY 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 are a small example of what this quaint western town has to offer. Situated in southeast 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.

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. 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>.



### OFFERING PRICE

The offering price of the Beaver Creek Ranch is \$1,250,000 (One Million Hundred Fifty Thousand Dollars).

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 thereunder with no liability or expense to be incurred by the Buyer (in connection with the Seller's tax-deferred exchange). Should a Buyer also desire to use an exchange in order to acquire the ranch, the Seller will cooperate as long as they do not risk incurring any additional liability or expense.

### CONDITIONS OF SALE

- I. All offers shall be:
  - A. in writing;
  - B. accompanied by an earnest money deposit check in the minimum amount of \$62,500 (Sixty-Two Thousand Five Hundred 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.

### 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.

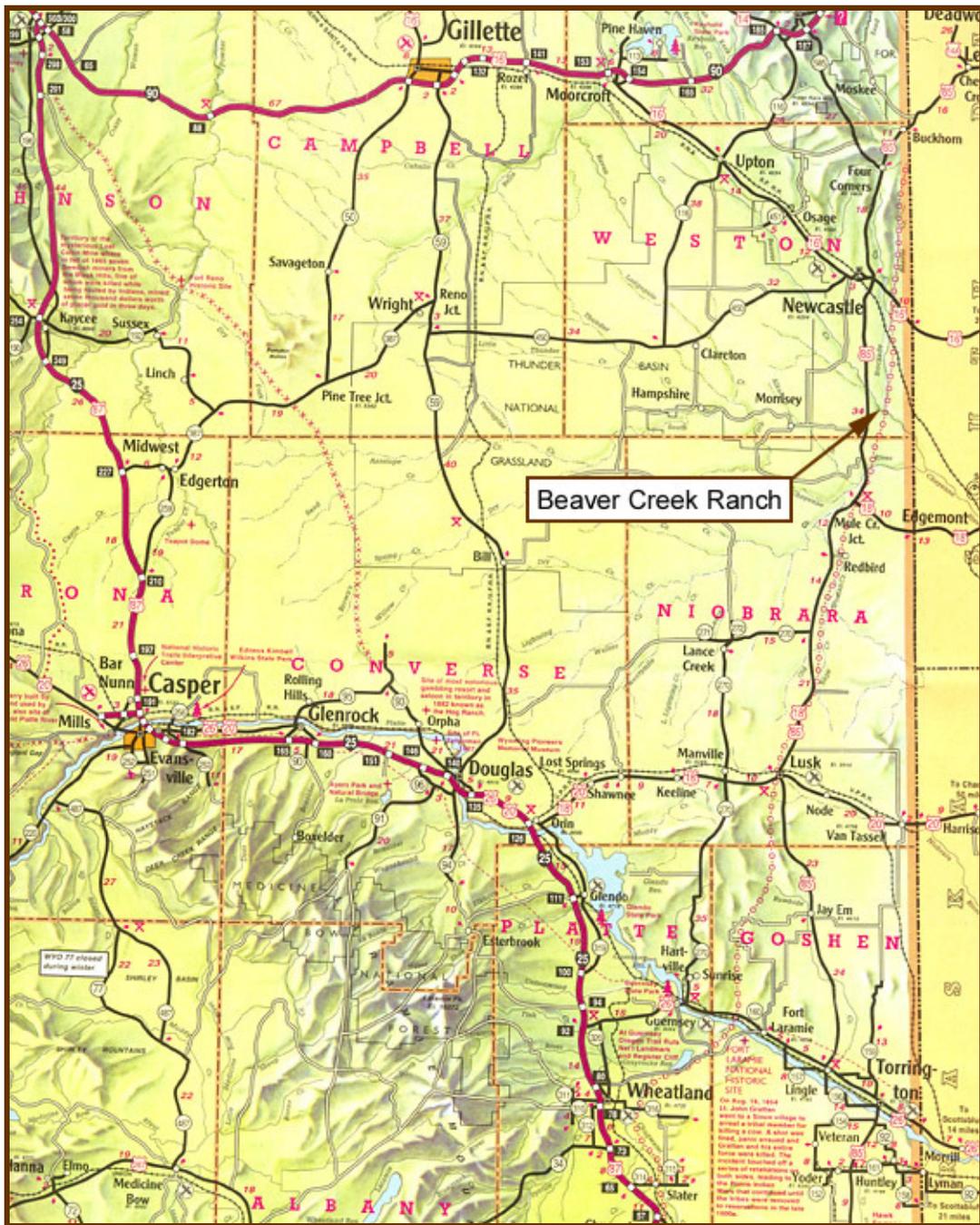
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Clark & Associates Land Brokers, LLC is pleased to have been selected as the Exclusive Agent for the Seller of this outstanding offering. All information has been obtained from sources deemed reliable by Clark & Associates Land Brokers, LLC; however, the accuracy of this information is not guaranteed or warranted by either 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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# WYOMING LOCATION MAP



## NOTES

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



**Cory Clark**  
Broker / Owner

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

*clark@clarklandbrokers.com*

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

**Clark & Associates Land Brokers, LLC**

Specializing in Farm, Ranch, Recreational & Auction Properties

**Lusk, WY Office**

736 South Main Street • PO Box 47  
Lusk, WY 82225  
Office: (307) 334-2025 Fax: (307) 334-0901

**Cory G. Clark**

Broker  
(307) 351-9556  
clark@clarklandbrokers.com  
Licensed in WY, MT, SD, ND, NE & CO

**Hulett, WY Office**

16 Strawberry Hill Road • PO Box 159  
Hulett, WY 82720  
Office: (307) 467-5523 Fax: (307) 467-5581

**Mark McNamee**

Associate Broker / Auctioneer  
(307) 760-9510  
mcnamee@clarklandbrokers.com  
Licensed in WY, NE, SD & CO

**Billings, MT Office**

6806 Alexander Road  
Billings, MT 59105  
Office: (406) 697-3961 Fax: (406) 252-0044

**Denver Gilbert**

Associate Broker  
(406) 697-3961  
denver@clarklandbrokers.com  
Licensed in WY, MT, SD & ND

**Buffalo, WY Office**

37 North Main Street  
Buffalo, WY 82834  
Office: (307) 684-2125 Fax: (307) 684-4545

**John Gibbs**

Associate Broker  
(307) 620-2125  
johngibbs@wyoming.com  
Licensed in WY

**NOTES**

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## 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 ESTABILSHED, 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 \_\_\_\_\_