

JamesLandCo.com

*Investment Grade & Lifestyle
Real Estate*

Fresh Water Canyon Ranch Newcastle, Wyoming



Presented By:

CURT JAMES

Office: (307)326-3104 Cell: (307)399-8644

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Fresh Water Canyon Ranch Newcastle, Wyoming



Features: *Mostly Timbered, Numerous Springs, Valleys & Canyons, Elk, Deer & Turkey Hunting, In the Famed Black Hills*

Location: *8 miles North of Newcastle, Wyoming*

Acreage: *2,760 Deeded Acres +/-*

Improvements: *None*

Taxes: *\$425.10 (2010)*

Mineral Rights: *All appurtenant rights to transfer with sale.*

Water Rights: *All appurtenant rights to transfer with sale.*

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Auction Details

Bidding Dates: *Opens for Bids May 2 @ 8:00am MDT*

Auction Ends May 5 @ 2:00pm MDT

Opening Bid: *\$1,650,000 (Less Than \$600/Acre)*

Bidding Increment: *\$50,000*

Bidding Fee: *\$10,000*

Buyer's Premium: *2%*

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Brokers Comments

The Fresh Water Canyon Ranch is located approximately eight miles north of Newcastle in the majestic Black Hills of Wyoming. Sitting just off Highway 85 and 4.25 miles from the South Dakota state line, this mostly timbered contiguous block of land consists of 2,760 deeded acres+/- . Comprised of numerous valleys, canyons and springs, the ranch has been used historically as a summer grazing operation. Its pine, cedar and juniper covered hills and lush grassy cottonwood bottoms have made excellent habitat for wildlife. Elk, deer and turkey are



amongst the large variety of wildlife that call this ranch home. With roads and trails accessing a majority of the property, there are numerous building sites that can capture the incredible views from the higher elevations or the privacy and seclusion of the lower elevations in the draws and valleys.

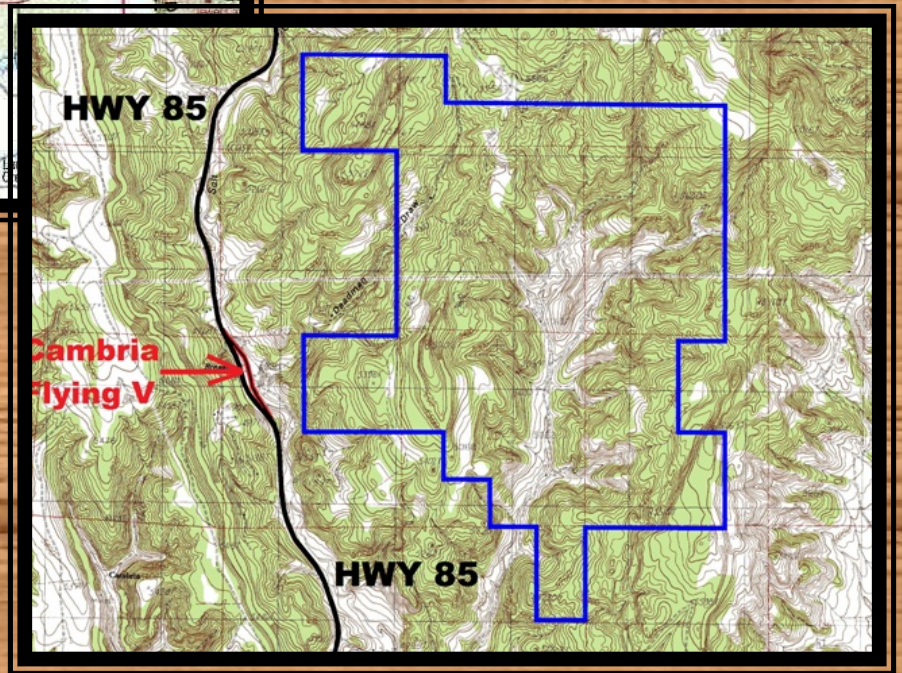
The pristine beauty and the outstanding recreational opportunities have made the Black Hills area one of the finest ownership opportunities in the west. For the outdoor enthusiast the activities are endless. Activities that can be enjoyed on the ranch or in the area include: hunting, hiking, horseback riding, camping, golfing, rock climbing, fly fishing, wildlife watching, four-wheeling and snowmobiling. For the sightseer, the Devil's Tower and Mount Rushmore are among the most popular sights in the Black Hills.

The Fresh Water Canyon Ranch is being offered by James Land Company at an online auction. Bidding is open May 2 at 8:00am MDT and ends May 5 at 2:00pm. The opening bid for this once in a lifetime opportunity is less than \$600/acre. Ownership opportunities like the Fresh Water Canyon Ranch don't come available very often in the Black Hills, so call James Land Company today at (307)326-3104 for all the details regarding the auction and this impressive ranch.



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Note: 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 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 visual aids only. Their accuracy is not guaranteed.

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Contact Information

Office: (307)326-3104

203 South 1st Street (PO Box 1167) Saratoga, WY 82331

Curt James (Broker / Owner)

Cell: (307)399-8644 Email: cjames@carbonpower.net

**Licensed in Wyoming, Nebraska & Colorado*

Brenda James (Associate Broker / Owner)

Cell: (307)399-8645 Email: bjames@carbonpower.net

**Licensed in Wyoming*

Creed James (Associate Broker / Technology)

Cell: (307)399-7973 Email: creedjames@carbonpower.net

**Licensed in Wyoming & Nebraska*

Brad James (Sales Associate)

Cell: (307)340-0168 Email: bjames1957@aol.com

**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 for analysis of productions.

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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James Land Company
203 South 1st Street
PO Box 1167
Saratoga, WY 82331

IMPORTANT NOTICE

James Land Company

(Name of Brokerage 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. 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 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

PREPARED BY: Curtis E. James, Broker/ Owner

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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 written 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 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 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 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 ACKNOWLEDGMENT, 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 _____ (date), _____ (time) I provided ☐ (Seller) ☐ (Buyer) with a copy of this Important Notice and have kept a copy for our records.

PREPARED BY: Curtis E. James, Broker/ Owner

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Brokerage Company
James Land Company
203 South 1st Street
PO Box 1167
Saratoga, WY 82331

By: _____

Signature Curtis E. James

Date

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 _____ DATE _____ TIME _____

BUYER _____ DATE _____ TIME _____