



**CLARK & ASSOCIATES  
LAND BROKERS, LLC**

Specializing in Farm, Ranch, Recreational & Auction Properties

*Proudly Presents*



***WINDING RIVER LOT 3***

***Douglas, Converse County, Wyoming***

*Approximately 17.54 acres along the North Platte River*

## LOCATION & ACCESS

Winding River Lot 3 is located at 1068 Irvine Road which is approximately three miles from the quaint community of Orin Junction, Wyoming. To reach the property from Douglas, travel south on Interstate 25 and take the Orin Junction exit, Exit 126. Travel approximately a half mile east of the Orin Junction Truck Stop and turn right onto Irvine Road, a paved county road. Continue west for approximately two and a half miles to the northern boundary of the property.

Several towns and cities in proximity to the property include:

Douglas, Wyoming (population 6,120)	10 miles northwest
Wheatland, Wyoming (population 3,627)	53 miles southeast
Casper, Wyoming (population 55,316)	65 miles northwest
Cheyenne, Wyoming (population 59,466)	120 miles south
Laramie, Wyoming (population 30,816)	127 miles southwest
Denver, Colorado (population 600,158)	220 miles south





### SIZE & DESCRIPTION

This 17.54± deeded acre lot has approximately 1,000 feet of North Platte river frontage. The rolling grass land has been graded and offers a nice building site with a view of both the North Platte River and Laramie Peak. The banks are lined with mature cottonwood and boxelder trees with an abundance of wildlife including mule deer, whitetail deer, antelope, wild turkeys, ducks, and geese calling this property home. The North Platte River provides excellent fishing opportunities for trout, walleye and catfish.

### COVENANTS

The owner represents that the property will be subject to restrictive covenants, which the buyer will have the opportunity to review during the due diligence period. Buyers should do their own investigation of municipal, county, and state regulations to their own satisfaction prior to submitting an offer on the subject property.

### UTILITIES

Electricity - Rocky Mountain Power currently at the north edge of the property at Irvine Road

Mobile Phone Coverage - good reception is available

Water - new private well (permit #34762)

Sewer - private septic (to be installed by buyer)



### WATER RIGHTS

A complete search of the surface and ground water rights will be provided by the State of Wyoming Engineer's Office and will be readily available to prospective buyers upon request. In the event of a sale, all water rights applicable to the subject property shall be transferred to the buyer.

### MINERAL RIGHTS

All, if any, mineral rights will transfer to buyer upon sale of the property.

### REAL ESTATE TAXES

The real estate taxes for Lot 3 were \$1,285 in 2017 according to the Converse County Assessor's Office.





## CLIMATE

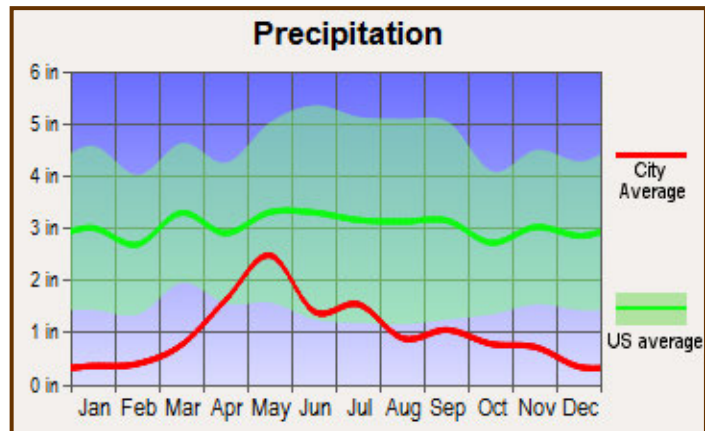
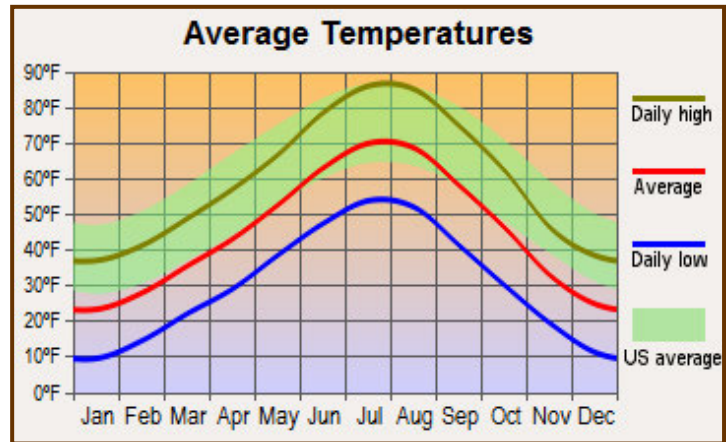
According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Douglas area is approximately 15.8 inches including 62.8 in inches of snow fall. The average high temperature in January is 37 degrees, while the low is 10 degrees. The average high temperature in July is 87 degrees, while the low is 53 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 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     | Low retail sales tax    |
| • Low property tax           | No corporate income tax |
| • Favorable inheritance tax  | No gross receipts tax   |
| • Favorable unemployment tax | No inventory tax        |



According to Michael B. Sauter, Alexander E. M. Hess, Samuel Weigley, and Ashley C. Allen of 24/7 Wall Street, Wyoming is a model of good management and a prospering population. The state is particularly efficient at managing its debt, owing the equivalent of just 20.4% of annual revenue in fiscal 2010. Wyoming also has a tax structure that, according to the Tax Foundation, is the nation's most-favorable for businesses – it does not have any corporate income taxes. The state has experienced an energy boom in recent years. As of last year, Wyoming's poverty, home foreclosure, and unemployment rates were all among the lowest in the nation.

## COMMUNITY AMENITIES

Douglas, Wyoming offers all the desirable amenities of a traditional rural Wyoming city with its small-town friendliness and atmosphere. Douglas has an excellent K-12 school system, with a low student-to-teacher ratio; several banks, churches and restaurants; county library; one of Wyoming's top 18-hole golf courses; weekly newspaper; veterinary clinics; airport; medical clinics; as well as an excellent medical facility, Memorial Hospital of Converse County. Douglas is also home to the Wyoming State Fair, Wyoming Pioneer Museum, Railroad Interpretive Center and Wyoming Law Enforcement Academy. The major industries include ranching, agriculture, coal mining, natural gas, and railroads.

On the website, <http://conversecounty.org>, is the following:

Converse County dates back to its founding in 1886 and is known for its many attractions. The location is superb for year round recreation including a free Recreation Center, hunting, fishing, hiking, camping, and rafting as well as many other activities. We have it all for you to enjoy!

Through the middle of Douglas flows the North Platte River, which leads to the nearby Glendo Reservoir. After a dip in the river or a ski on the lake, you might want to take a hike in the Laramie Peak area. Esterbrook is a mere 28 miles from town.

But that is not all! We have three museums loaded with artifacts from the Oregon Trail era to when dinosaurs roamed the earth. Glenrock's Paleontological Museum offers you free admission to see Dr. Bakker's collection of Jurassic-age dinosaur bones, and even offers digs and classes!

Summer does not end your adventures; autumn and winter in Wyoming bring many opportunities to hunt and fish. Elk, antelope and mule deer run free in the grasslands of Converse County. Better hurry now and contact The Wyoming Game & Fish Department to meet the deadlines to get ahead of hunting seasons!

After a tiring day, there is always a need for good grub and a warm bed. Throughout the county, you will find we offer home cookin'! The Paisley Shawl and The Morton Mansion can provide you with a personal touch in their Bed & Breakfast Inns. There are also a wide variety of fast food chains. Places to stay include the historic LaBonte Hotel to modern motor inns.

Converse County has everything you desire, from exciting adventures to a pleasant stay!

## AIRPORT INFORMATION

Commercial airline service is available at Casper, Wyoming; Cheyenne, Wyoming; and Denver, Colorado. The following is information on each of these airports:

**Casper, Wyoming:** Delta and United provide daily air service with connections to Denver, and Salt Lake City, Utah, while Allegiant provides service to Las Vegas, Nevada from the Natrona County International Airport. This airport also has charter flights and rental cars available. For more information, please visit <http://iflycasper.com>. Complete aeronautical information can be found at <http://www.airnav.com/airport/CPR>.

**Cheyenne, Wyoming:** Great Lakes Airlines operates flights daily from Cheyenne to Denver International Airport. From there they fly to many cities throughout the west and the airline also has code shares with United Airlines and Frontier Airlines to connect you with flights around the world. American Express has a daily flight to / from Dallas / Ft. Worth and there are some charter services offered at certain times of the year. Cheyenne aeronautical information can be found at <http://www.cheyenneairport.com/pilotinfo.htm>.

**Denver, Colorado:** Denver International Airport is open 24-hours-a-day, seven days a week and is served by most major airlines and select charters, providing nonstop daily service to more than 130 national and international destinations. For more information, visit the official web site for Denver International Airport: <http://www.flydenver.com>.

The Converse County Airport is located three miles north of Douglas and has two asphalt runways. Runway 11/29 is 6,532' x 100' and Runway 5/23 is 4,760' x 75'. Additional information is available at [www.flyskyway.com](http://www.flyskyway.com).

## RECREATION & WILDLIFE

With its river frontage and tree-lined riverbanks, an abundance of wildlife including mule deer, whitetail deer, antelope, wild turkeys, ducks, geese, sage chickens and other upland game birds occasionally travel through the property. During the bird hunting season, the State of Wyoming offers a state-of-the-art bird farm, open to the public, which is located approximately two miles west of the property. The North Platte River provides excellent fishing opportunities for trout, walleye and catfish.

Just minutes away from the property is the western edge of Glendo Reservoir which was designated a state park in 1958. Fourteen miles in length, the reservoir has a total capacity of 795,196 acre feet of water, making it a sought-after recreational area for all water sport activities. Stocked with fish by the Wyoming Game & Fish Commission, Glendo Reservoir offers superb fishing possibilities, providing species of walleye, trout, yellow perch, and channel catfish. With seven campgrounds, six boat ramps, and a marina concession within a few minutes from the property, one can take advantage of all that Glendo Reservoir offers.

## OFFERING PRICE

\$268,000

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 \$13,400 (Thirteen Thousand Four 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.



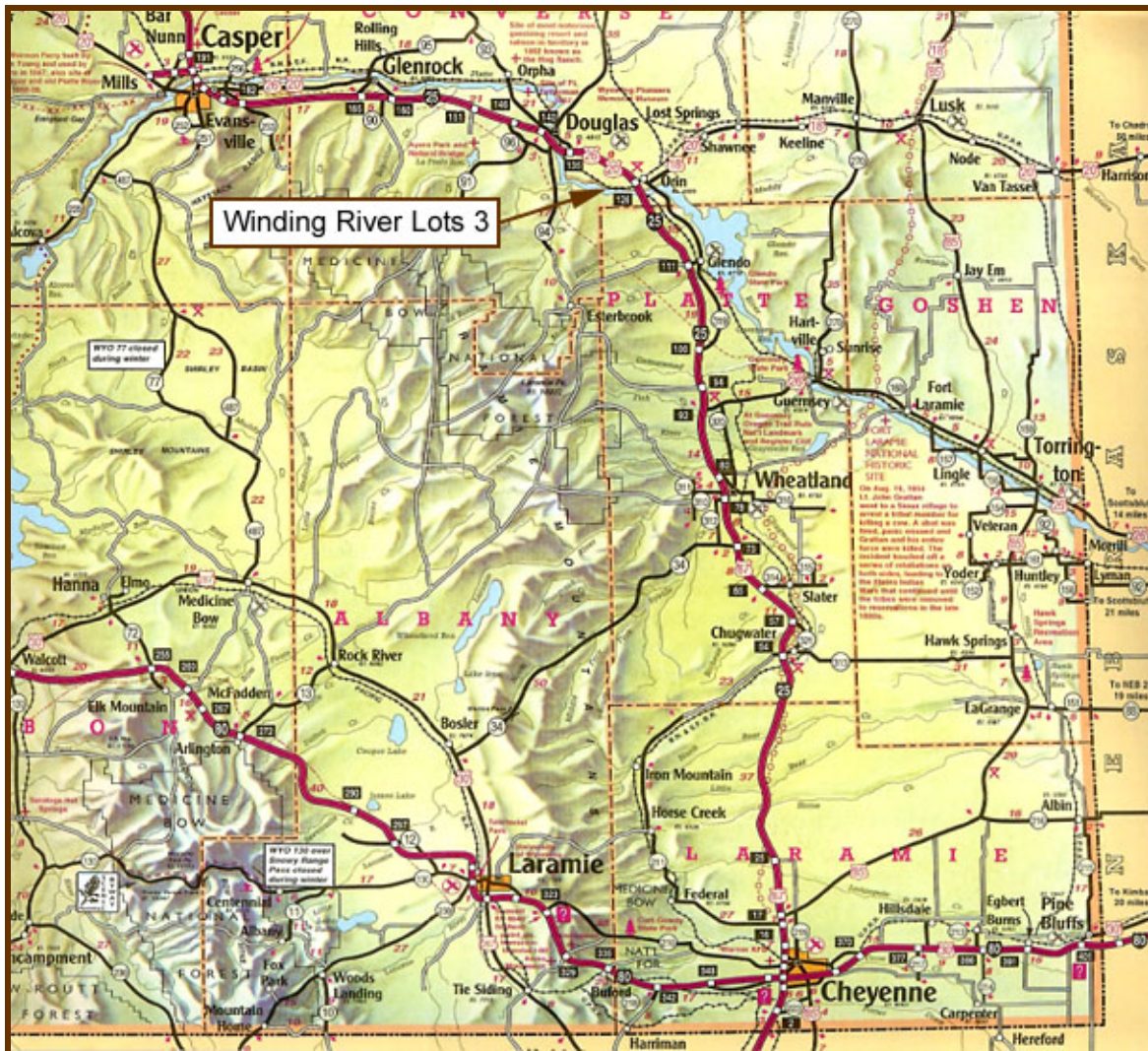


## FENCES AND BOUNDARY LINES

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.

## WYOMING LOCATION MAP



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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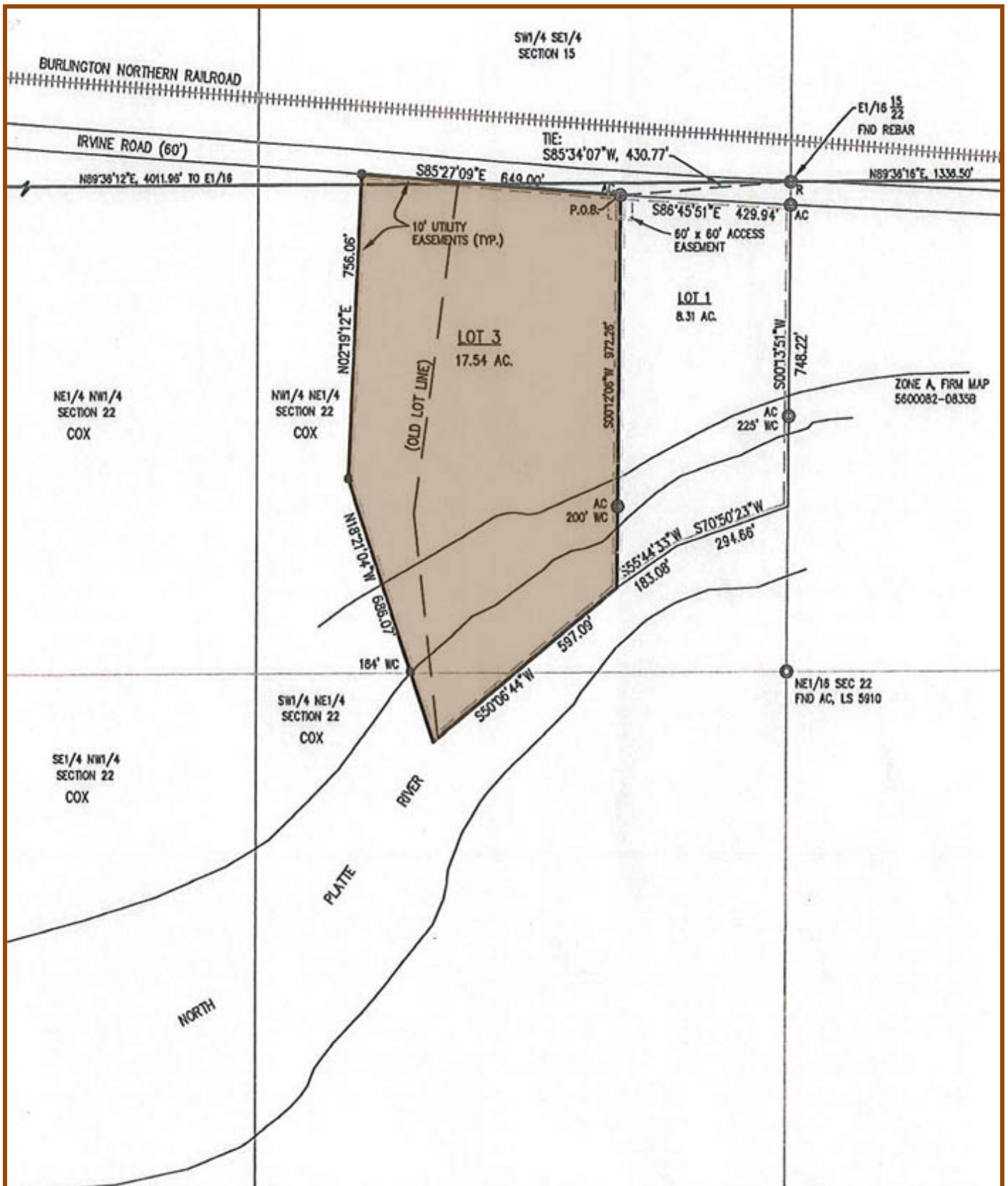
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## WINDING RIVER LOT 3 SURVEY







**Scott Leach**  
Associate Broker

Mobile: (307) 331-9095

*scott@clarklandbrokers.com*

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

**Buffalo, WY Office**

9 Twin Lakes Lane  
Buffalo, WY 82834

**Jon Keil - Associate Broker**

(307) 331-2833 ~ jon@keil.land  
Licensed in WY & CO

**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  
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  
Licensed in WY, NE & CO

**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  
Licensed in WY, SD & NE

**Greybull, WY Office**

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

**Ken Weekes – Sales Associate**

(307) 272-1098 ~ kenweekes@gmail.com  
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 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 \_\_\_\_\_