



**CLARK & ASSOCIATES
LAND BROKERS, LLC**

Specializing in Farm, Ranch, Recreational & Auction Properties

Proudly Presents



Y-KNOT RANCH

Douglas, Converse County, Wyoming

Granite rock outcroppings throughout this historic ranch provide natural protection while overlooking over two miles of year-round live water.

LOCATION & ACCESS

The Y-Knot Ranch is situated in the foothills of the Laramie Range and is located approximately 12 miles southwest of Douglas, Wyoming. From the intersection of West Yellowstone Highway and Riverbend Drive on the west side of Douglas, travel south on Riverbend Drive for 4/10ths of a mile to the Esterbrook Road/WY Hwy 94 turnoff; turn right and travel south on Esterbrook Road, a paved state highway, for 6.6 miles to Wagon Hound Road/County Road 3, a gravel county road; turn right and travel approximately 5.7 miles west to the turnoff to the ranch headquarters.

The following are approximate mileage from the ranch to several towns and cities:

Douglas, Wyoming (population 6,120)	15 miles northeast
Casper, Wyoming (population 55,316)	65 miles northwest
Gillette, Wyoming (population 29,087)	129 miles north
Torrington, Wyoming (population 6,501)	113 miles southeast
Cheyenne, Wyoming (population 59,466)	147 miles southeast
Rapid City, South Dakota (population 67,956)	192 miles northeast
Denver, CO Metro Area (population 3,277,309)	246 miles southeast



SIZE & DESCRIPTION

7,138.04± deeded acres
1,197.71± State lease acres
80± BLM lease acres
8,415.75± TOTAL ACRES

The topography of the Y-Knot Ranch varies from tree-lined creek bottoms with open meadows to tree-covered hillsides. The ranch is located in the heart of cattle country which is known for its high protein hard grasses. The grazing rights to a large portion of the ranch are currently leased to a neighboring rancher who runs approximately 240 head year-round on the ranch. There is a set of working corrals with calving barn and certified scale that is located off the county road northeast of the ranch headquarters optimal convenience and ease of management during calving, weaning and shipping of livestock.

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

The ranch is cross-fenced into several pastures allowing cattle to be moved from one pasture to another for flexible management and efficient grazing rotation. All fences are in good condition with four strands of barb wire strung and wood and steel posts or a combination of woven and barb wire.

Water rights from Wagon Hound Creek are used to irrigate approximately 150 acres on the north side of the creek. These irrigated acres are used to produce grass/hay mix which provides adequate hay for supplemental feed for livestock during the winter months.



LEASE INFORMATION

There are 1,197.71± acres of State of Wyoming lease, number 1-7733 which are associated with the Y-Knot Ranch which is allotted 391 AUMs. State of Wyoming leases are renewable every ten (10) years with an annual payment due each year. The annual payments are assessed per AUM of each lease with the cost per AUM varying year to year as determined by the Office of Lands and Investments for the State of Wyoming. For 2018, the cost per AUM will be \$6.38 which equates to \$2,494.58. For more information, contact the Wyoming Office of State Lands and Investments for further information at (307) 777-7333.

BLM leases are renewable every ten (10) years. The BLM allotment #00494 on the Y-Knot Ranch consists of approximately 80 acres and is allotted 18 AUMs. The annual payments are assessed per AUM of each lease with the cost per AUM varying year to year as determined by the Bureau of Land Management. The cost for 2018 is \$1.41 per AUM which equates to \$25.38 for the 2018 annual lease payment.

There are currently two grazing leases in effect on the Y-Knot Ranch that provide income of approximately \$52,000 per year. Copies of these leases will be provided to prospective buyers to review upon request.



LIVESTOCK & CARRYING CAPACITY

The Y-Knot Ranch is located in the heart of cattle country which is known for its high protein hard grasses. The grazing rights to a large portion of the ranch are currently leased to a neighboring rancher who runs approximately 240 head year-round on the ranch. There is a set of working corrals with calving barn and certified scale that is located off the county road northeast of the ranch headquarters optimal convenience and ease of management during calving, weaning and shipping of livestock.

Note: carrying capacity can vary due to weather conditions, management practices, and type of livestock. Interested parties should conduct their own analysis.

Torrington, Wyoming, located approximately 95 miles southeast of the ranch, offers a large livestock sales facility. This sale barn is Wyoming's largest, as well as being the fifth largest nationally-known livestock auction facility.



WATER RESOURCES

In addition to Wagon Hound Creek that flows throughout the entire ranch, there are several seasonal creeks as well as five reservoirs, windmills and springs that provide ample water for livestock and wildlife in all the pastures and corrals. One well, with a submergible pump, supplies water to the ranch headquarters. Two irrigation pumps and two booster pumps located along the Wagon Hound Creek are used to pump water to the irrigation ditches. The rights from Wagon Hound Creek are rated at 3.6 cubic feet per second.

A complete description of the surface and ground water rights will be readily available to prospective buyers upon request. In the event of a sale, all water rights permitted and adjudicated to the subject property shall be transferred to the buyer.



REAL ESTATE TAXES

According to the Converse County Assessor's office, the annual real estate taxes for the Y-Knot Ranch are approximately \$8,371.

MINERAL RIGHTS

All mineral rights presently owned by the Sellers, if any, will be transferred to the Buyer.

SOILS

According to the USDA Natural Resources Conservation Service website located at <https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>, the soils on the Y-Knot Ranch consist mainly of:

- Theedle-Kishona-Shingle loams, 3 to 30 percent slopes
- Tyzak-Rock outcrop complex, 6 to 70 percent slopes
- Rock outcrop-Cathedral complex, 10 to 75 percent slopes
- Sunup-Threetop-Rock outcrop complex, 10 to 40 percent slopes
- Shingle-Taluze-Badland complex, 10 to 40 percent slopes
- Theedle-Kishona loams, 0 to 6 percent slopes
- Kishona-Cambria-Theedle loams, 3 to 20 percent slopes

UTILITIES

- Electricity – Rocky Mountain Power, Douglas, Wyoming
- Propane – multiple providers
- Water – private wells
- Sewer – private septic system
- Communications – CenturyLink and multiple mobile phone providers
- TV/Internet – satellite



IMPROVEMENTS

The headquarters of the Y-Knot Ranch offers a very functional set of improvements which include a 1½ story home with 2,960 sq. ft. of living space on the main level. The attractive home is sided with mixed moss rock and stucco siding, a cedar shake roof, covered front porch, rear deck and a continuous indoor swimming pool, which has been remodeled. The attached two car garage is 1,224 sq. ft. A 1978 modular home in fair condition completes the ranch houses at the headquarters of the Y Knot Ranch.

There are several outbuildings and a nice set of working pipe and post and plank corrals located at the ranch headquarters. The horse barn is 672 sq. ft. on each level. It has a concrete foundation, hayloft and lean-to attached to one end. The wood frame calving shed has a dirt floor, vet room, calf-pulling room, and is approximately 5,280 sq. ft. A 3,000 foot pole barn completes the livestock outbuildings. The shop has three overhead doors, a dirt floor and approximately 1,600 sq. ft. Attached to the corrals is a certified, Howe Richardson 30,000 pound capacity scale.

The Y Knot Ranch also hosts a berm home with an underground survival bunker. The 3,744 sq. ft. home is custom built with concrete with foam insulation construction. It is built into an earthen bank, has rock fascia siding, and a metal roof. It is an energy efficient home with public electric service backed up with wind and solar energy along with a backup generator, in-floor heating, some baseboard heating, and a wood-burning stove. This upgraded home hosts granite counter tops and tile floors as well as having three bedrooms, two bathrooms, an office, and a sauna. An enclosed front porch with south facing windows completes this beautiful, modern home.

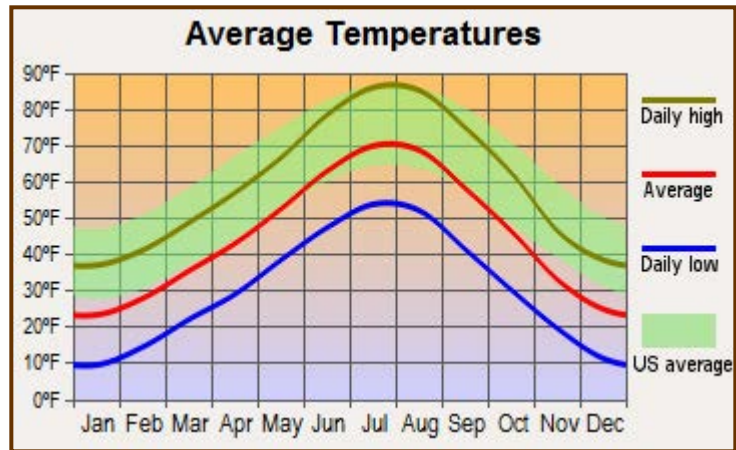
An underground survival bunker is connected to the berm home via a long tunnel that is 50 feet long, three feet wide and eight high. The tunnel has concrete floors and foam block insulation that was used as forms for the concrete for the walls. At the end of the tunnel is the entrance to the bunker which is a steel vault door. The bunker is approximately 2,200 sq. ft. with a room for food storage, its own water well, and a 1,000 gallon water storage tank. Although the interior of the bunker is not finished, there are several rooms and some are framed. On top of the bunker is an observatory that has not been completed. The observatory is concrete in foam block construction with rock fascia, a metal roof and a dome for a telescope. Electricity to the bunker is provided by Rocky Mountain Power with both solar and wind generation as well as a backup generator. The bunker also includes a 320 square foot garage of wood frame construction, metal sides and roof and a concrete floor. There is a 2,816 square foot wood frame shop with concrete floor and in-floor heat. This building is insulated and has three overhead doors. A 432± sq. ft. greenhouse with a gravel floor concludes the bunker area. It has full length windows on the south side; however, the siding on the other sides is not complete.





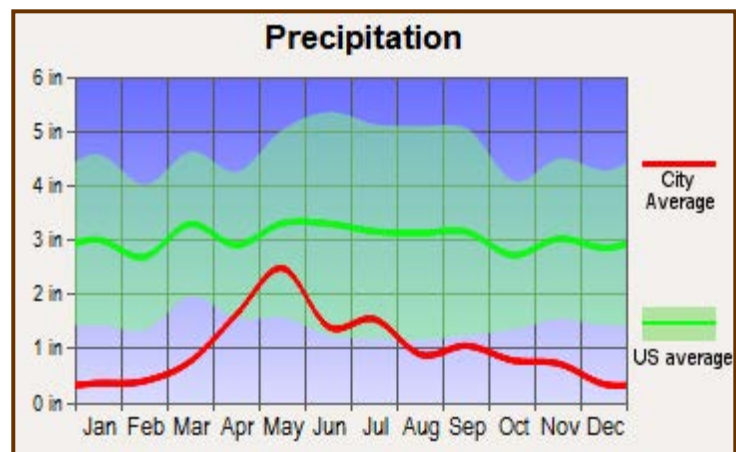
CLIMATE

According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Douglas area is approximately 13.9 inches including 51 inches of snow fall. The average high temperature in January is 37 degrees, while the low is 11 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.



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 including:

- 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

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. The mining industry, which includes oil and gas extracting, accounted for 29.4% of the state's GDP, which shrunk by 1.2% in 2011 alone; more than in any other state. 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, www.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; Gillette, Wyoming; Rapid City, South Dakota; and Denver, Colorado.

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

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 www.iflygillette.com and for complete aeronautical information, please visit: www.airnav.com/airport/KGCC.

Rapid City, South Dakota: The Rapid City Regional Airport is located eight miles southeast of 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: www.rcgov.org/Airport.

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 170 national and international destinations. For more information, visit the official web site for Denver International Airport at www.flydenver.com.



RECREATION & WILDLIFE

Flowing through the meadows and canyons of the Y-Knot ranch is Wagon Hound Creek. This creek provides live water for stock and wildlife, as well as fishing opportunities for brook and rainbow trout. Elk, mule deer, white tail deer, antelope, mountain lion, coyotes, bobcats, and black bear provide a multitude of exciting opportunities for wildlife viewing, photography, and hunting. The ranch also has a population of wild turkeys, grouse, chuckars, Hungarian partridge, and a variety of song birds.

The Y-Knot Ranch has trophy elk habitat producing mature bull elk. The Y-Knot Ranch has deferred hunting for the past 20 years, but trophy mule deer and elk scoring in excess of 350 Boone & Crockett points are harvested annually in this region of eastern Wyoming. Currently, the Wyoming Game and Fish offers two landowner elk licenses in Area 7 to qualified landowners, subject to Wyoming Game & Fish regulations. For more information, please visit the Wyoming Game & Fish website at <https://wgfd.wyo.gov/>.

Hunting, hiking, camping, and four-wheeling trips can be found in the Laramie Mountains. Laramie Peak, southwest of the ranch, is the highest point in the Laramie Mountains with an elevation of 10,272 feet. The peak offers a steep 4.8-mile trail to the top that is open to ATVs, horses, and hikers.



BROKER'S COMMENT

Located at the turnoff onto Wagon Hound Road from Esterbrook Road is a 35± deeded acre parcel that is included with the Y-Knot Ranch. Improvements on this parcel consist of a 320 sq. ft. barn, 1,536 sq. ft. garage, and two loafing sheds. This parcel can be purchased separately and the listing price is \$100,000.

OFFERING PRICE

\$7,600,000

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 \$300,000 (Three Hundred Thousand Dollars)
 - 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.

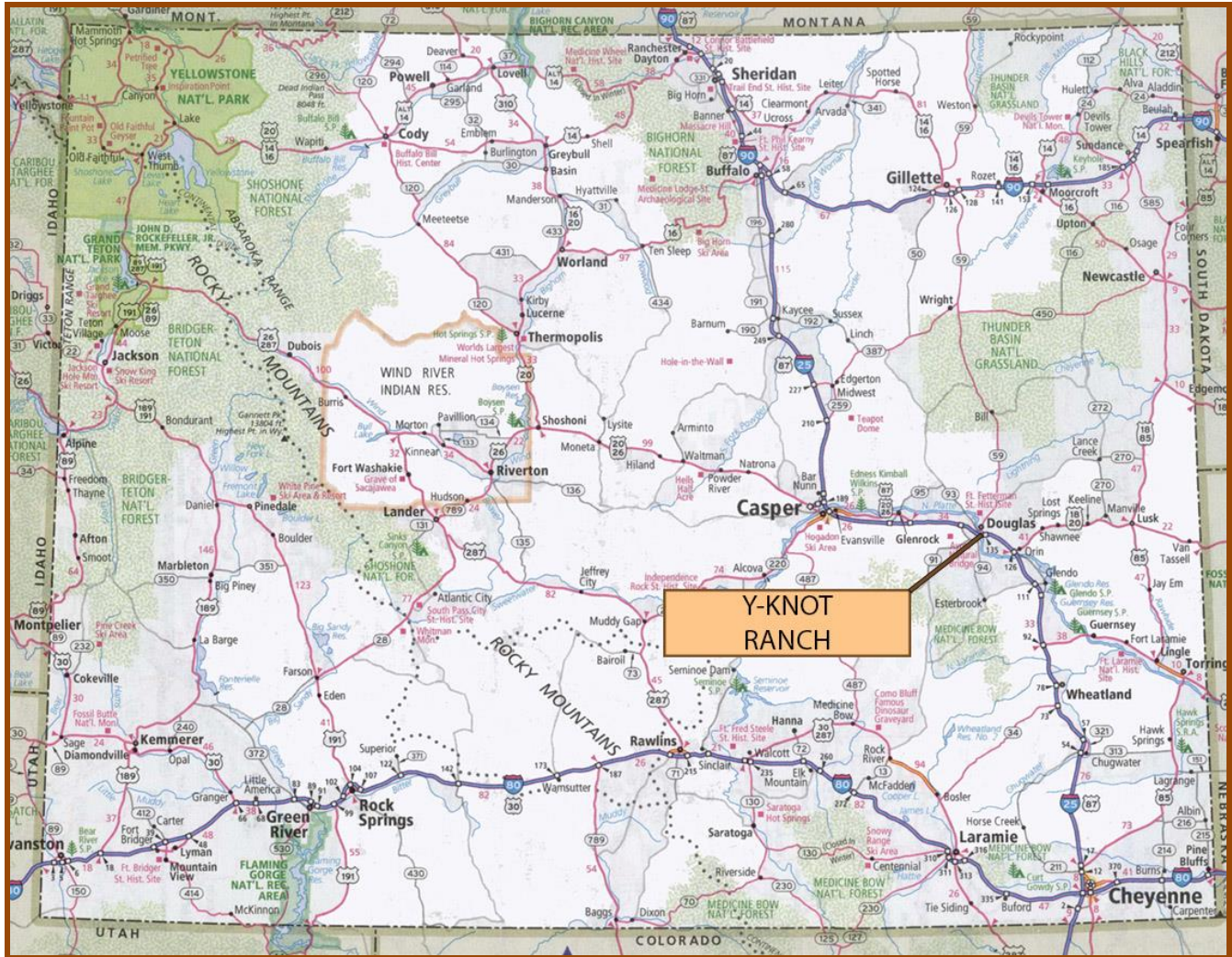
Boundaries shown on accompanying maps are approximate based on the legal description and may not indicate a survey. Maps are not to scale and are for visual aid only. Their accuracy is not guaranteed.



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.

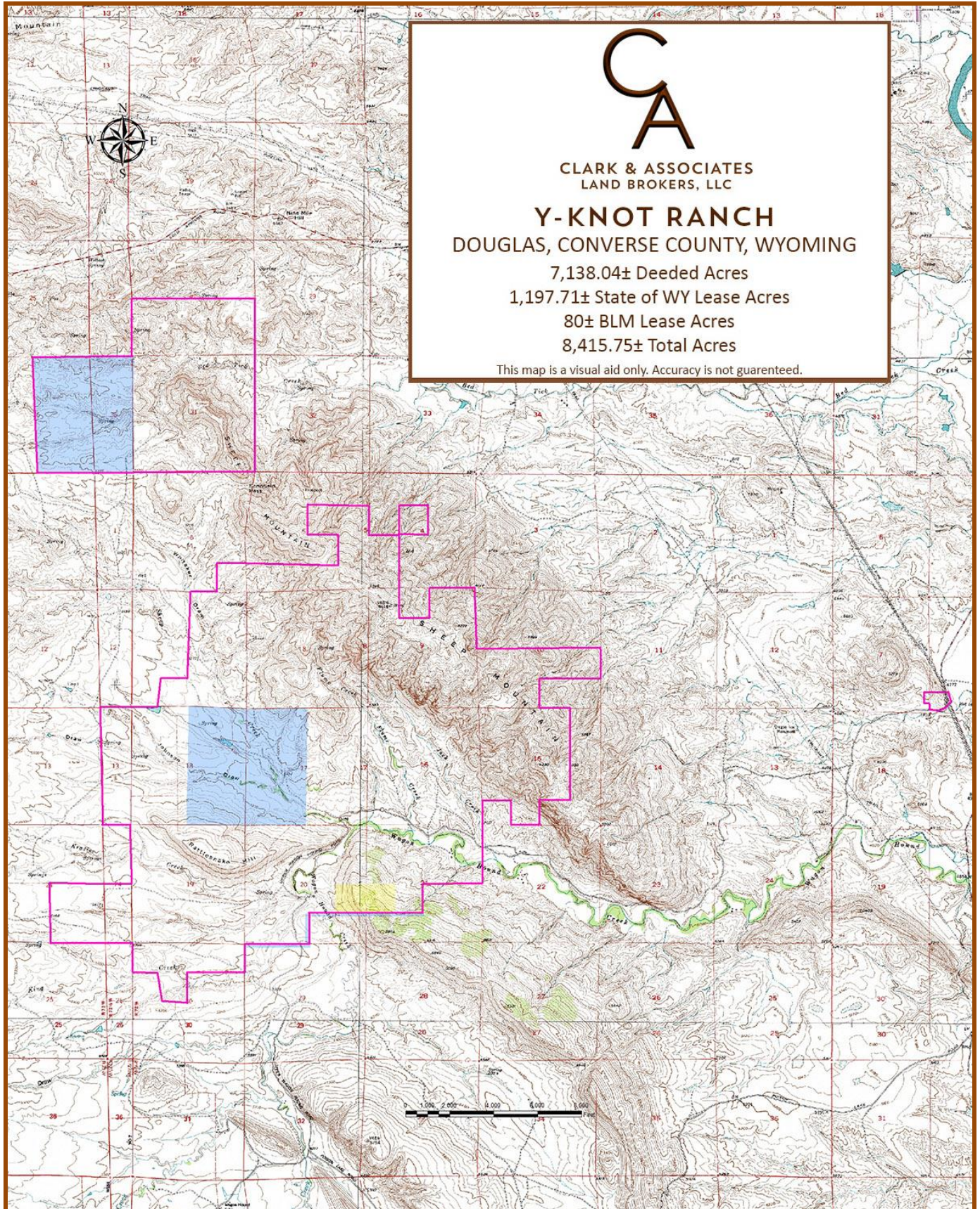
Notice to Buyers: Wyoming Real Estate Law requires that the listing Broker and all licensees with the listing Broker make a full disclosure, in all real estate transactions, of whom they are agents and represent in that transaction. All prospective buyers must read, review and sign a Real Estate Brokerage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

WYOMING LOCATION MAP

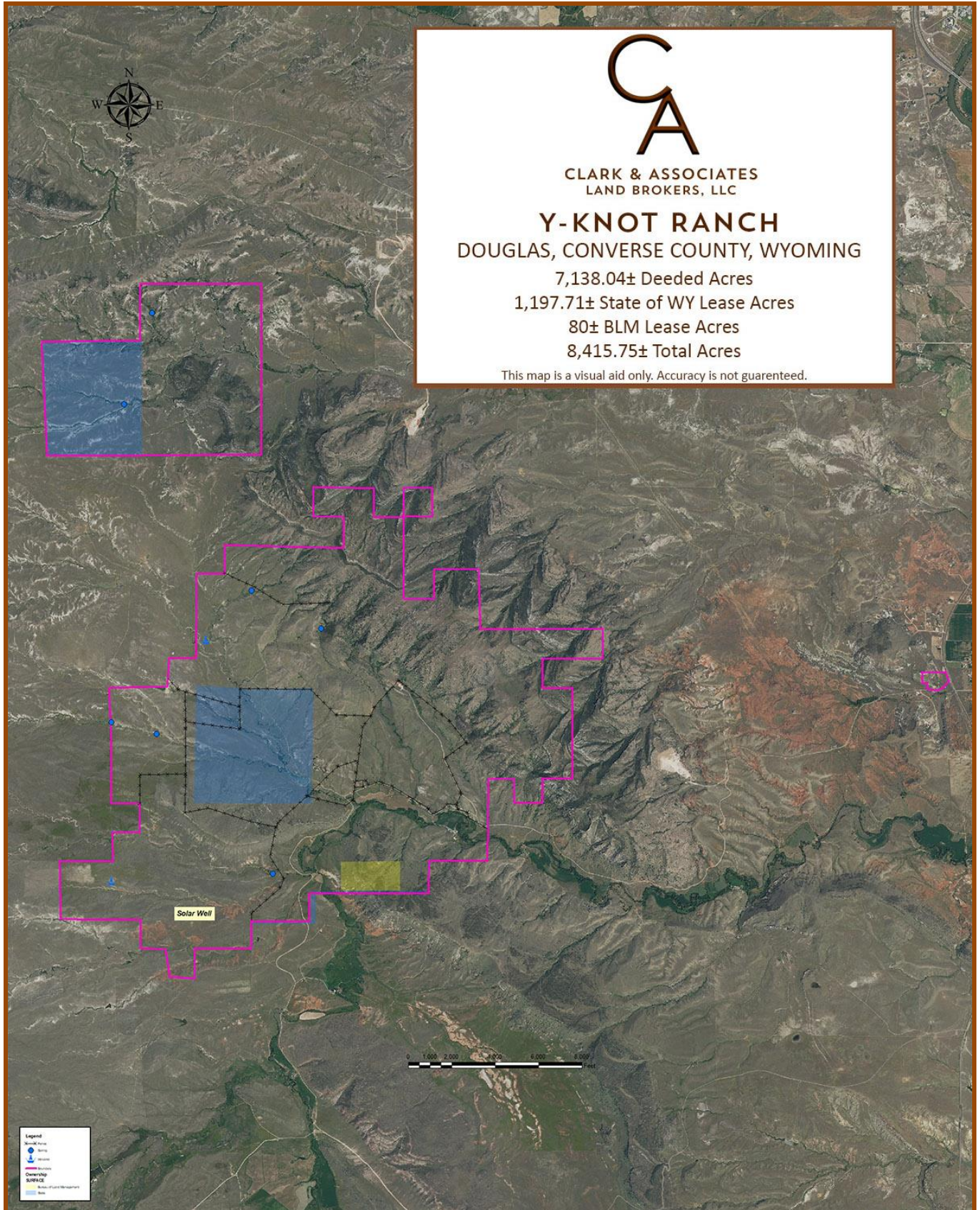


NOTES

Y-KNOT RANCH TOPO MAP



Y-KNOT RANCH ORTHO MAP



A search of the State Engineer's Office e-permit system was conducted and the records were checked against the original records in the State Engineer's Office for the reference land description. The following are the water rights were found in the records for the reference land description:

SURFACE WATER

Permit No. Territorial, T3138 (No map available)

Buckeye No. 2 Ditch, Priority Date: September, 1888. Certificate No. 1, page 201, Order Record No. 2, page 445; Proof No. 3138. Source: Wagonhound Creek, trib North Platte River. This permit is for original supply irrigation of the following lands:

T31N, R72W

Section 21	NENE	5.0 acres
	<u>SENE</u>	<u>15.0 acres</u>
	TOTAL	20.0 acres (0.29 cfs)

Permit No. Territorial, T3140

Buckeye No. 1 Ditch, Priority Date: April, 1889. Certificate No. 1, page 202, Order Record No. 2, page 445; Proof No. 3140. Source: Wagonhound Creek, trib North Platte River. This permit is for original supply irrigation of the following lands:

T31N, R72W

Section 16	SWSW	3.0 acres
Section 21	NENE	2.0 acres
	NWNE	18.0 acres
	NENW	20.0 acres
	<u>NWNW</u>	<u>7.0 acres</u>
	TOTAL	50.0 acres (0.70 cfs)

Permit No. 1500D

Number One Ditch (as changed to the Carothers No. 1 Pump), Priority Date: May 28, 1897. Certificate No. 21, page 75, Order Record No. 3, page 418, Proof No. 6931. Source: Wagonhound Creek, trib North Platte River. This permit is for original supply irrigation for the following lands:

T31N, R72W

Section 20	SWNE	12.0 acres
	SENE	10.0 acres
	<u>NESW</u>	<u>7.0 acres</u>
	TOTAL	29.0 acres (0.41 cfs)

Permit No. 1501D

Number Two Ditch, Priority Date: May, 28, 1897. Certificate No. 21, page 82, Order Record No. 3, page 418, Proof No. 6938. Source: Sheep Creek, trib Wagonhound Creek, trib North Platte River. This permit is for original supply irrigation for the following lands:

T31N, R72W

Section 17	<u>SESE</u>	<u>8.0 acres</u>
	TOTAL	8.0 acres (0.11 cfs)

Permit No. 9067D EXPIRED

Owens Ditch, Priority Date: May 20, 1929. Source: Owens Creek, trib Sheep Creek, trib Wagonhound Creek, trib North Platte River. This permit is for original supply irrigation for the following lands:

T31N, R72W

Section 7	NENE	3.5 acres
Section 8	<u>NWNW</u>	<u>0.5 acres</u>
	TOTAL	4.0 acres

This is an expired permit. If these lands have been continuously irrigated since 1909 and affidavits from two disinterested people who can testify to their irrigation as far back as possible, this permit may be reinstated and adjudicated.

Permit No. 19284D

Carothers Spring Ditch, Priority Date: October 12, 1939. Certificate No. 65, page 265, Order Record No. 14, page 239, Proof No. 26357. Source: Carothers Spring, trib Wagonhound Creek, trib North Platte River. This permit is for Domestic and Stock use in the amount of 0.784 cfs at the following location:

T31N, R72W

Section 21	NWNE
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Permit No. 2069E (See map with P1500D)

Enlargement of Number One Ditch, Priority Date: June 5, 1909. Certificate No. 35, page 252, Order Record No. 4, page 697, Proof No. 12529. Source: Wagonhound Creek, trib North Platte River. This permit is for original supply irrigation for the following lands:

T31N, R72W

Section 20	NENE	11.0 acres
Section 21	<u>NWNW</u>	<u>3.0 acres</u>
	TOTAL	14.0 acres (0.20 cfs)

Permit No. 5208E (also see map with P1500D)

Enlarged Number One Ditch (as changed in part to the Carothers Pump and Pipeline), Priority Date: September 13, 1939. Certificate No. 69, page 207, Order Record No. 18, page 146, Proof No. 29025. Source: Wagonhound Creek, trib North Platte River. This permit is for irrigation for the following lands:

Original Supply

T31N, R72W

Section 16	SWSW	14.0 acres
	SESW	2.0 acres
Section 17	SESE	2.5 acres
Section 20	<u>NENE</u>	<u>4.0 acres</u>
	TOTAL	22.5 acres (0.32 cfs)

Supplemental Supply

Section 17	SESE	8.0 acres
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Permit No. 7702R

Wilson No. 1 Reservoir, Priority Date: December 8, 1975. Certificate Record No. R-8, page 603; Order Record No. 23, Page 188; Proof No. 32411. Source: Sheep Creek, trib Wagonhound Creek, trib North Platte River. Total capacity of the reservoir is 43.74 acre-feet. 31.58 acre-feet are for irrigation and the remaining 12.16 acre-feet are for flood control without an appropriation. The reservoir is located:

T31N, R72W

Section 17	SESW
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Permit No. 493S

Carothers No. 1 Stock Reservoir, Priority Date: November 17, 1953. Certificate Record No. R-12, page 157; Order Record No. 35, page 250; Proof No. 35099. Source: Middle Fork Sheep Creek, trib Sheep Creek, trib Wagonhound Creek, trib North Platte River. This stock reservoir has a capacity of 6.13 acre-feet and is located:

T31N, R72

Section 18 Lot 5

Permit No. 494S

Carothers No. 2 Stock Reservoir, Priority Date: November 17, 1953. Certificate Record No. R-12, page 160; Order Record No. 35, page 250; Proof No. 35102. Source: Bowens Draw, trib Whitaker Draw, trib Sheep Creek, trib Wagonhound Creek, trib North Platte River. This stock reservoir has a capacity of 1.93 acre-feet and is located:

T31N, R72

Section 6 Lot 21

Permit No. 707S

Carothers No. 3 Stock Reservoir, Priority Date: February 1, 1954. Certificate Record No. R-12, page 159; Order Record No. 35, page 250; Proof No. 35101. Source: Owens Creek, trib Whitaker Draw, trib Sheep Creek, trib Wagonhound Creek, trib North Platte River. This stock reservoir has a capacity of 4.1 acre-feet and is located:

T31N, R72

Section 7 Lot 9

Permit No. 3796S

Carothers No. 4 Stock Reservoir, Priority Date: July 19, 1961. Certificate Record No. R-12, page 158; Order Record No. 35, page 250; Proof No. 35100. Source: Middle Fork Sheep Creek, trib Sheep Creek, trib Wagonhound Creek, trib North Platte River. This stock reservoir has a capacity of 4.0 acre-feet and is located:

T31N, R72

Section 18 Lot 10

Permit No. UW 91586

Fink #1 Well, Priority Date: May 7, 1993. Source: Groundwater. This permit is for stock and domestic use at 17 gpm and an annual volume of 22,000 gallons.

T31N, R72W

Section 16 NWNW

Permit No. UW 201314 CANCELLED

Mountain Home Well, Source: Groundwater. Location:

T31N, R72W

Section 6 SESE

This permit was cancelled for failure to fill the notices of completion and beneficial use. If this well exists it should be re-permitted.

Permit No. UW 201621

Shed Well, Priority Date: March 3, 2014. Source: Groundwater. This permit is for stock use at 3 gpm and an annual volume of 10,000 gallons.

T31N, R72W

Section 17 SESE

Permit No. UW 201622

House Well, Priority Date: March 3, 2014. Source: Groundwater. This permit is for stock use at 7 gpm and an annual volume of 10,000 gallons.

T31N, R72W

Section 16 NWNW

Permit No. UW 204281

Flume Creek Well, Priority Date: August 3, 2015. Source: Groundwater. This permit is for stock use at 25 gpm and an annual volume of 500,000 gallons.

T31N, R72W

Section 8 SWSE

The notices of completion and beneficial use were due on December 31, 2016. This permit is subject to cancellation. A new application should be filed to re-permit this well.

These are records found in the State Engineer's Office and Board of Control records as of January 19, 2018, and may or may not reflect the actual situation on the ground. Failure to use water for five (5) consecutive years when water is available may constitute grounds for forfeiture of the water right.



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



Cory Clark
Broker / Owner

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SD, ND, NE & CO



Scott Leach
Associate Broker

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Licensed in WY,
SD, & NE

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Hulett, WY Office

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Hulett, WY 82720

Billings & Miles City, MT Offices

6806 Alexander Road
Billings, MT 59105

Buffalo, WY Office

9 Twin Lakes Lane
Buffalo, WY 82834

Belle Fourche, SD Office

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

Torrington, WY Office

2210 Main St
Torrington, WY 82240

Douglas, WY Office

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

Greybull, WY Office

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

Cory G. Clark - Broker / Owner

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Licensed in WY & CO

Ronald L. Ensz - Associate Broker

(605) 210-0337 ~ ensz@rushmore.com
Licensed in SD, WY, MT & NE

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(307) 575-5236 ~ logan@clarklandbrokers.com
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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 _____