

Specializing in Farm, Ranch & Recreational Properties.

## **Proudly Presents**



# DEER CREEK RANCH

Natrona & Converse Counties, Wyoming

### **LOCATION & ACCESS**

The Deer Creek Ranch is located approximately 55 miles south of Casper, Wyoming. To reach the ranch from Casper, travel west from the intersection of CY Avenue and Wyoming Boulevard on Wyoming State Highway 220 for approximately 16 miles to Wyoming State Highway 487. Turn left onto Highway 487, which is also known as the Shirley Basin Highway, and travel approximately nine miles to a left turn onto Bates Creek Road (County Road 402). Continue approximately 17 miles on the County Road to a left turn onto a gravel road. This road will take you north of the Bates Creek Reservoir and around the south side of Ice Cave Mountain for approximately 10 miles to the southwest border of the Deer Creek Ranch.

Several towns and cities are easily accessible from the ranch:

Casper, Wyoming (population 55,316)
Laramie, Wyoming (population 30,816)
Rawlins, Wyoming (population 9,259)
Cheyenne, Wyoming (population 59,466)
Denver, Colorado (population 701,621)

55 miles north
110 miles south
111 miles southwest
206 miles southeast
241 miles southeast



### SIZE & DESCRIPTION

The Deer Creek Ranch is located in the hard grass country of central Wyoming approximately 55 miles southeast of Casper. This 8,280± acre ranch has been owned and operated by the same family for over 100 years and consists of 1,960± deeded acres, 5,680± Forest Service permit acres, and 640± State of Wyoming lease acres. The owners have used this ranch primarily for summer grazing.

The diverse topography of pine and cedar tree-covered ridges and heavily sodded native grass pastures provide natural beauty along with grazing for livestock and excellent habitat for wildlife including elk, mule deer, antelope, and upland birds. Water for livestock and wildlife is provided from live water including Deer Creek and Soldier Creek, along with springs located throughout the ranch. There are no permitted water wells on the ranch.



## CARRYING CAPACITY / RANCH OPERATIONS

Due to the high elevation of the Deer Creek Ranch, it has historically been utilized for summer grazing.

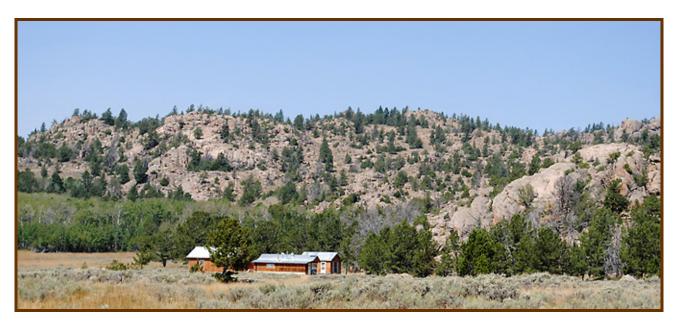
Note, carrying capacity can vary due to weather conditions and management practices. Interested parties should conduct their own analysis.



## LEASE INFORMATION

There is approximately 5,680 Forest Service permit acres under the Bates Creek C&H Allotment #603 associated with the Deer Creek Ranch for livestock grazing. Forest Service permits may transfer with deeded land upon approval by the United States Forest Service. For permit costs and an application to transfer the permits to a new owner, please contact the United States Forest Service office in Douglas, Wyoming at (307) 358-7125.

There is approximately 640 State of Wyoming lease acres that are part of the Deer Creek Ranch. State lease No. 1-7320 is allotted 51 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 2019, the cost per AUM will be \$6.18 which equates to a total of \$315.18 for the State lease on the Deer Creek Ranch. You may contact the Wyoming Office of State Lands and Investments for further information. (307) 777-7333.



## **IMPROVEMENTS**

Improvements include an older home that is currently used as a hunting cabin. The cabin does not have power or water, and has not been used for several years. There is a running creek behind the cabin.

### REAL ESTATE TAXES

According to the Natrona County and Converse County assessor's offices, the real estate taxes for the Deer Creek Ranch are approximately \$740 per year.

## MINERAL RIGHTS

Any and all mineral rights associated with this property owned by seller, if any, shall transfer to the buyer at closing.



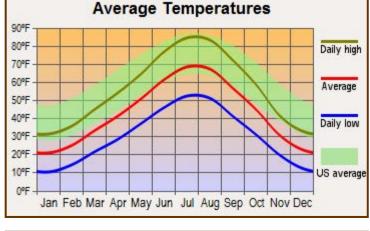
Deer Creek Ranch

www.ClarkLandBrokers.com

Page 5

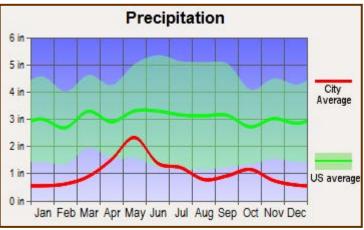
### **CLIMATE**

According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the area near Shirley Basin, WY is approximately 10.82 inches including 66 inches of snow fall. The average high temperature in January is 26 degrees, while the low is -1.5 degrees. The average high temperature in July is 78 degrees, while the low is 42 degrees.



## 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

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; 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**

Casper, Wyoming is located in central Wyoming and is the second largest city in the state. Casper is the county seat of Natrona County and in addition to city and county government offices, it also has several federal government offices including a branch office of the 10th Circuit Federal Court, Social Security Administration, and the Federal Bureau of Investigation to name a few. The official website for the City of Casper at <a href="https://www.casperwy.gov">www.casperwy.gov</a> states the following:

Casper is a great place to relax and have fun. The Casper Events Center is the largest indoor venue in the state; it draws in national artists and concerts on a regular basis, seats up to 9,500 people at a time and attracts more than 250,000 visitors each year.

If you prefer downhill skiing, Casper is home to the Hogadon Ski Area, which offers 14 trails and over 600 feet of vertical drop. The city boasts 42 parks, a large recreation center, an ice arena and an indoor aquatics center. The city also offers nine family sports leagues featuring 500 teams totaling 5,268 players.

Still haven't found what you're looking for? The city also is the home to four golf courses, including the 27-hole Municipal Golf Course. It also boasts five museums, two minor league sports teams, the Stuckenhoff shooting range, and the Central Wyoming Symphony Orchestra.

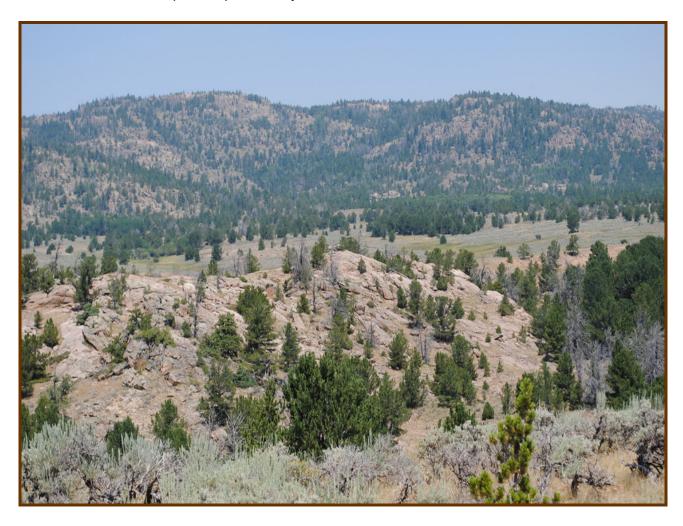
Casper is the site of the Central Wyoming Fair & Rodeo which is held annually during the second week of July featuring PRCA rodeo action, carnivals, 4-H and open exhibits and concerts. The National Collegiate Rodeo Finals are also held in Casper in June of each year and showcase the best of the nation's young college rodeo stars.

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 select locations from the Natrona County International Airport. This airport also has charter flights and rental cars available. For more information, please visit <a href="http://iflycasper.com">http://iflycasper.com</a>. Complete aeronautical information can be found at <a href="http://www.airnav.com/airport/CPR">http://iflycasper.com</a>. Complete aeronautical information can be found at <a href="http://www.airnav.com/airport/CPR">http://www.airnav.com/airport/CPR</a>.

**Cheyenne, Wyoming:** Great Lakes Airlines operates flights daily from Cheyenne to Denver International Airport. The airline currently has code share agreements with United and Frontier Airlines to connect you with flights around the world. Cheyenne aeronautical information can be found at <a href="http://www.cheyenneairport.com/">http://www.cheyenneairport.com/</a>.

**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: <a href="http://www.flydenver.com">http://www.flydenver.com</a>.



### **RECREATION & WILDLIFE**

The Deer Creek Ranch has a thriving elk population and is located in Area 19 for elk hunting. The genetics and habitat in this area produce trophy bulls in the 300 to 400 point class annually. It is common to see elk herds that range from 20 up to 200 animals, depending on the time of the year. There are two land owner elk licenses available.

Trophy mule deer and whitetail hunting on the ranch is exceptional with the rough buck brush-covered hills and sub-irrigated creek bottoms. The deer population has had an excellent opportunity to mature with the current owners' management and has produced outstanding results. Other hunting opportunities include antelope, turkeys, coyotes, mountain lion, bobcat, and prairie dogs.



## **OFFERING PRICE**

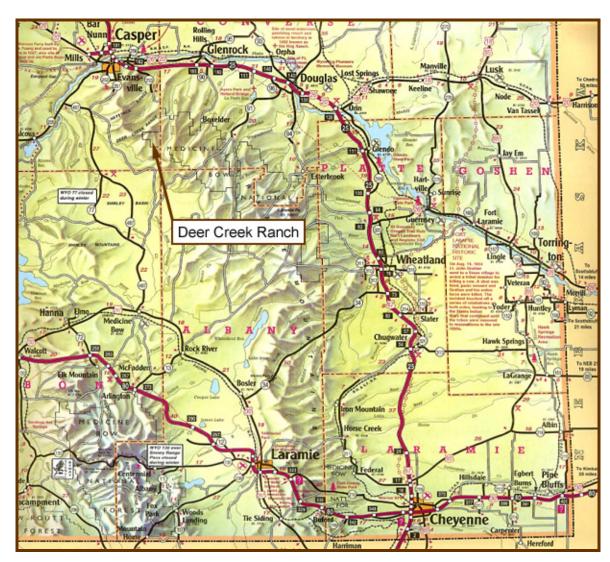
\$1,200,000

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 \$240,000 (Two Hundred Forty Thousand 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.

## **WYOMING LOCATION MAP**



### 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.

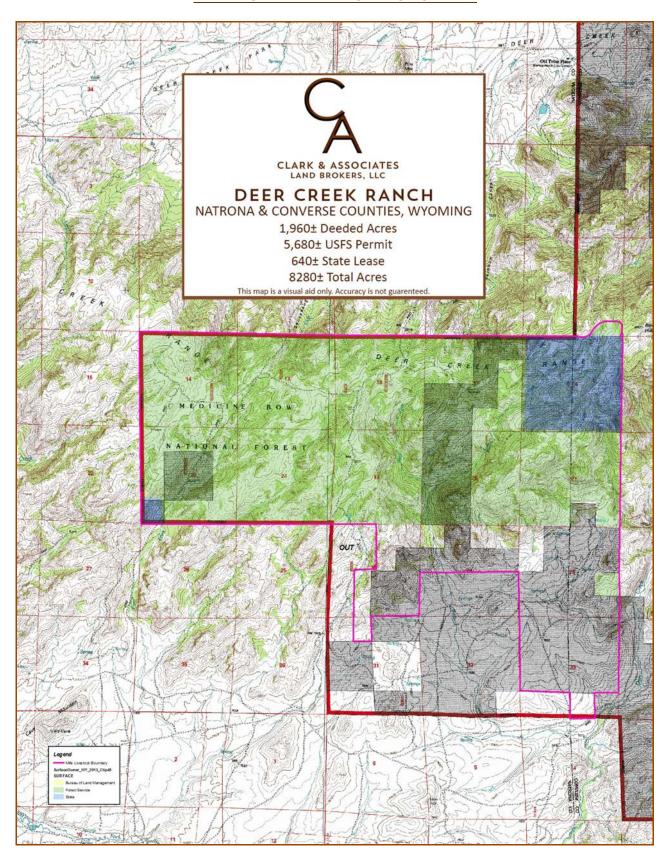
Boundaries shown on accompanying maps are approximate based on the legal description and may not indicate a survey. Maps are not to scale and are for visual aid only. Their accuracy is not guaranteed.

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 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.

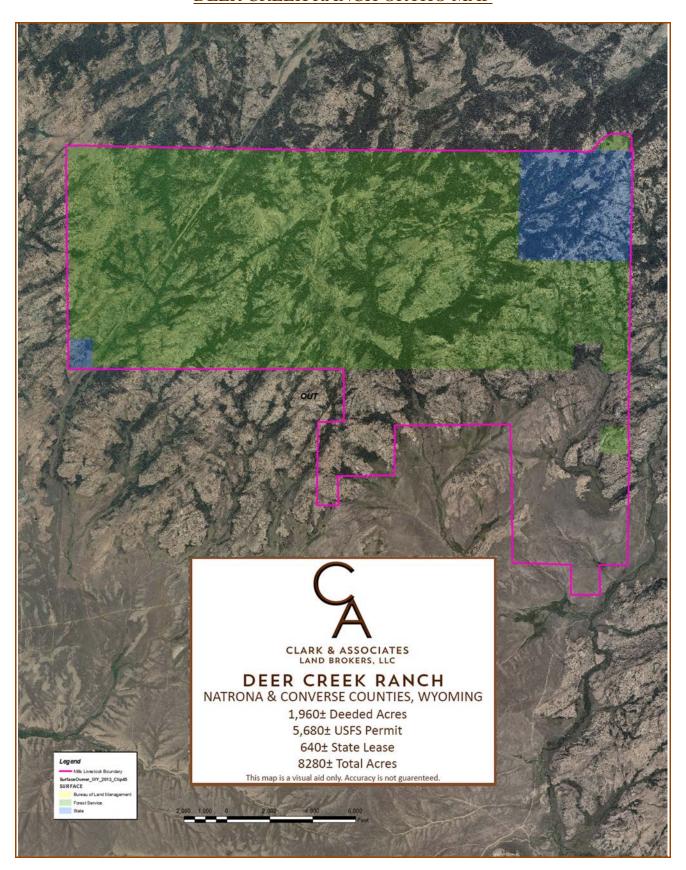
Notice to Buyers: Wyoming Real Estate Law requires that the listing Broker and all licensees with the listing Broker make a full disclosure, in all real estate transactions, of whom they are agents and represent in that transaction. All prospective buyers must read, review and sign a Real Estate Brokerage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

NOTES
_

## DEER CREEK RANCH TOPO MAP



## DEER CREEK RANCH ORTHO MAP



### 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



Mark McNamee
Associate Broker / Owner

Mobile: (307) 760-9510

mcnamee @clarklandbrokers.com
Licensed in WY, NE, SD & CO



**Denver Gilbert** Associate Broker / Owner

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

## 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

### Cory G. Clark - Broker / Owner

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

### **Dean Nelson – Sales Associate**

(307) 340-1114 ~ dean@clarklandbrokers.com Licensed in WY & NE

## Kaycee, WY Office

210 Center Street, Suite 110 Kaycee, WY 82639

## 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 ~ ensz@rushmore.com Licensed in SD, WY, MT & NE

## **Torrington, WY Office**

2210 Main St Torrington, WY 82240

### Logan Schliinz - Associate Broker

(307) 575-5236 ~ logan@clarklandbrokers.com Licensed in CO, NE & WY

### 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

Deer Creek Ranch

### Ken Weekes – Sales Associate

(307) 272-1098 ~ kenrweekes@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.

### <u>Customer.</u> (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 Buver)

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 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.

<u>Designated Agent.</u> (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.  $\S$  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 Sell'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.

### <u>Duties Owed by An Agent But Not Owed By An Intermediary.</u>

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.

BUYER \_\_\_\_\_ DATE \_\_\_\_ TIME \_\_\_\_