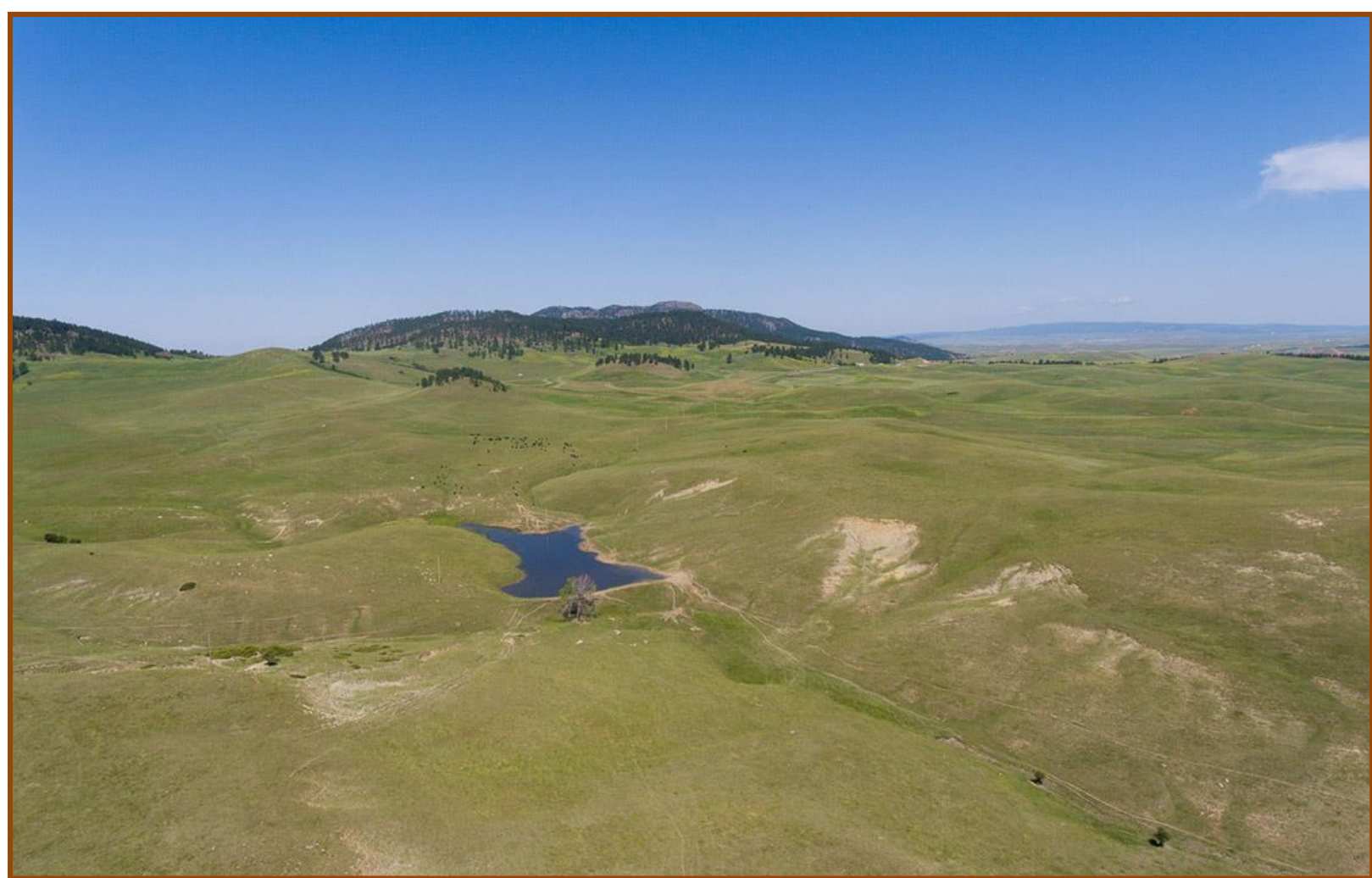




**CLARK & ASSOCIATES
LAND BROKERS, LLC**

Specializing in Farm, Ranch, Recreational & Auction Properties

Proudly Presents



GREEN MOUNTAIN RANCH
Sundance, Crook & Weston Counties, Wyoming

Situated in the heart of the Wyoming Black Hills, this outstanding grass ranch offers 326± deeded acres with well-maintained improvements.

LOCATION & ACCESS

Located in the Black Hills of Wyoming, this ranch is 20 miles south of Sundance, Wyoming. From Sundance, travel south on State Highway 585, turning left at Green Mountain Road, then travel west for five miles to the ranch.

Several towns and cities in proximity to the property include:

Sundance, WY (pop. 1,239)	20 miles north
Upton, WY (pop. 1,104)	29 miles southwest
Moorcroft, WY (pop. 1,036)	33 miles southwest
Newcastle, WY (pop. 3,513)	45 miles northeast
Sturgis, SD (pop. 6,741)	51 miles east
Spearfish, SD (pop. 11,091)	53 miles northeast
Rapid City, SD (pop. 74,050)	79 miles southeast
Billings, MT (pop. 106,954)	294 miles northwest
Denver, CO (pop. 701,621)	363 miles south



SIZE & DESCRIPTION

326± deeded acres

The Green Mountain Ranch is located in the Black Hills of Wyoming approximately 20 miles south of Sundance, Wyoming. The ranch consists of 326± total, contiguous acres that are easily accessible year-round. Improvements include beautiful log home, Morton barn, and large shop with apartment and office. The ranch is fenced with four and five strands of barbed wire with wood and steel posts.

The terrain of the ranch consists of nearly level to rolling grass pastures. Grass cover and mature trees provide excellent habitat for the wildlife and protection for the livestock. The elevation on the property varies between 4,700 and 4,800 feet above sea level.



CARRYING CAPACITY / RANCH OPERATIONS

Historically, the Green Mountain Ranch has been used as a yearling operation. The owner conservatively rates the carrying capacity at 50 to 100 yearlings for up to six months during the summer grazing season as well as enough grass for saddle horses used to carry out the day-to-day operations of the ranch.

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

REAL ESTATE TAXES

According to the Crook & Weston County Assessors' offices, the real estate taxes on the Green Mountain Ranch are approximately \$3,173 per year.

MINERAL RIGHTS

All mineral rights pertaining to this property owned by the sellers, if any, will transfer to buyer at day of closing.

IMPROVEMENTS

Main Residence

- Beautiful tri-level log home with numerous updates throughout
- Hickory cabinets, custom bar seats, wood floors, granite counter tops, and stainless appliances
- Master bedroom with a full bathroom
- Main-level bathroom as well as a downstairs bathroom with sauna
- Central air







Livestock Improvements

- 60' x 102' Morton barn
 - 14' side walls
 - Overhead doors at each end and a walk-through door
 - 8' x 16' tack room

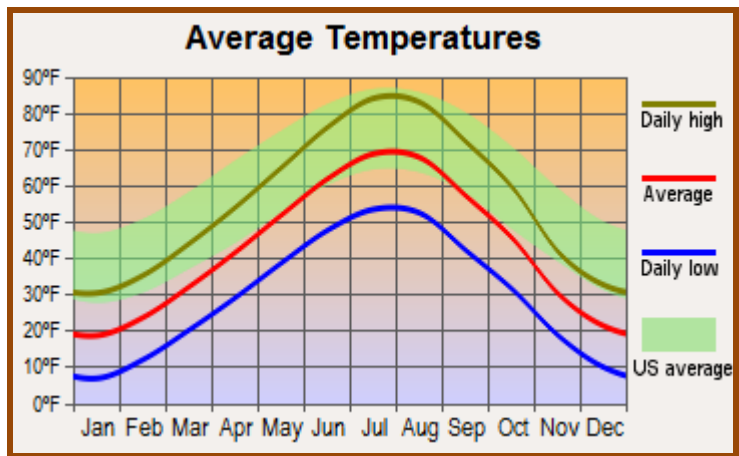
Equipment Buildings

- 60'x100' Red Iron shop
 - 18' side walls
 - Two 14'x14' overhead doors
 - Concrete floor, 6" depth
 - 4 walk-thru doors
 - Studio apartment
 - Office



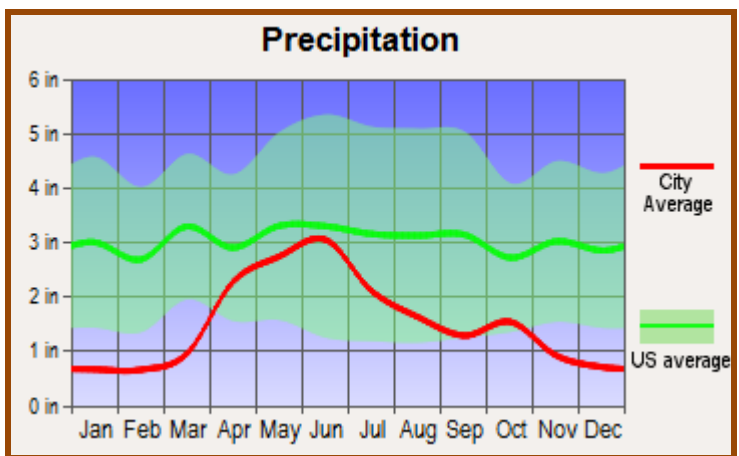
CLIMATE

According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Sundance, Wyoming area is approximately 19.16 inches including 78.3 inches of snowfall. The average high temperature in January is 36 degrees, while the low is 14 degrees. The average high temperature in July is 86 degrees, while the low is 56 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. 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
- Low property tax
- Favorable inheritance tax
- Favorable unemployment tax
- Low retail sales tax
- No corporate income tax
- No gross receipts 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

SUNDANCE:

Sundance Wyoming is nestled in the valley of the Bear lodge Mountains in Northeastern Wyoming on the western edge of the Black Hills. History and folklore abounds in the streets that were made for freight wagons and teams of horses, the Sundance Kid did his only jail time here and you can relive the history in our free museum, located in the courthouse basement.

Sundance was established in 1875 as a trading post and prospered in the wide open frontier of its time. Not much has changed in the 100 plus years - the skies are still huge and Sundance Mountain is breathtaking with its Native American Heritage and its monumental vista towering over this small town, population 1,161.

You will experience small town hospitality. There are no lines to stand in for shopping, dining, getting fuel, or picking up groceries. Sundance is a central location which makes it a great hub for your visit In the Black Hills area. We are just a short distance from Devils Tower, from Aladdin, Wyoming with its 1880 stage stop and 115 year old general store, Vore Buffalo Jump, Keyhole Recreational Park & Reservoir, Spearfish Canyon, Crazy Horse, and Mount Rushmore. Stay in Sundance for a real treat on your vacation!

Located in the northeast corner of Wyoming, Sundance is situated along the eastern slope of the Rocky Mountain range in the heart of the Wyoming Black Hills. Local terrain varies from tall grass prairie to ponderosa pine covered mountains. Sundance sits at an elevation of 4750 feet and elevations top 6,000 feet within a few short miles from the heart of town.

Rainfall in the area averages 9" while snowfall averages 77" per year. Average January temperatures hold near 20°F while July's temps will average around 72°F.

Sundance lies along Interstate 90 at exits 185-189. Sundance may be accessed by air via Rapid City or Gillette Airports. Powder River Trailways provides bus service to the area with connections to Denver, Colorado and Billings, Montana.

NEWCASTLE:

Newcastle, Wyoming offers all the desirable amenities of a traditional rural Wyoming city with its small-town friendliness and atmosphere. Newcastle has an excellent K-12 school system, with a low student-to-teacher ratio; several banks, churches and restaurants; county library; 9-hole golf course; weekly newspaper; veterinary clinics; airport; medical clinics; as well as an excellent medical facility, Newcastle Regional Medical Clinic. The major industries include ranching, agriculture, coal mining, natural gas, and railroads.

From the website, <http://www.newcastlewyo.com/>: Newcastle is a great place for your business, home or vacation. Newcastle is an ideal business location. US Highways 16 & 85 intersect at Newcastle and the Burlington Northern Santa Fe Railroad has a rail yard with 2 rail lines through Newcastle. No matter what direction you take from Newcastle, you embark on a drive through time marked by spectacular views, gorgeous scenery and plentiful wildlife. Our location is unique,

representing the best of two worlds. The shortgrass prairie of the high plains and the Black Hills attractions are an easy drive. From here you can lunch on the Canyon Springs Prairie near Custer's 1874 Black Hills route, drive the Cheyenne–Deadwood Stage Trail, or tour the shortgrass prairie's open and unending spaciousness – its sagebrush, ranches, tumbleweeds, antelope, prairie dogs, bird and more – echoing the past under unbelievably clear blue skies.



AIRPORT INFORMATION

WYOMING

Newcastle, Wyoming: Mondell Field Airport is located five miles northwest of Newcastle adjacent to US Highway 16. The airport's main runway, 13/31, is a 75' x 5,300' concrete runway with pilot-controlled lighting. A fixed-base operation, Mondell Airport has an air taxi facility with fuel and private hangars available. For more information, please visit the following website: <http://www.airnav.com/airport/KECS>

Gillette, Wyoming: The Campbell County Airport has daily commercial flights operated by Delta, Great Lakes, and United Airlines. The website for the Campbell County Airport is <http://iflygillette.com/> and for complete aeronautical information, please visit <http://www.airnav.com/airport/KGCC>.

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>.

SOUTH DAKOTA:

Rapid City, South Dakota: The Rapid City Regional Airport is located eight miles southeast of the Rapid City, South Dakota. This is a commercial airport offering daily flights from Allegiant Air, American, Delta, and United. For specific information about the airport, flight schedules, amenities as well as relevant links about Rapid City and the surrounding area, visit <http://www.rcgov.org/Airport/pages>.

COLORADO

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 website for Denver International Airport at www.flydenver.com.



RECREATION & WILDLIFE

There are an extensive variety of wildlife including mule deer, whitetail, antelope, and several species of small game. The topography and vegetation found on the property and in the surrounding area provide excellent habitat for the wildlife.

OFFERING PRICE

\$1,500,000

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).



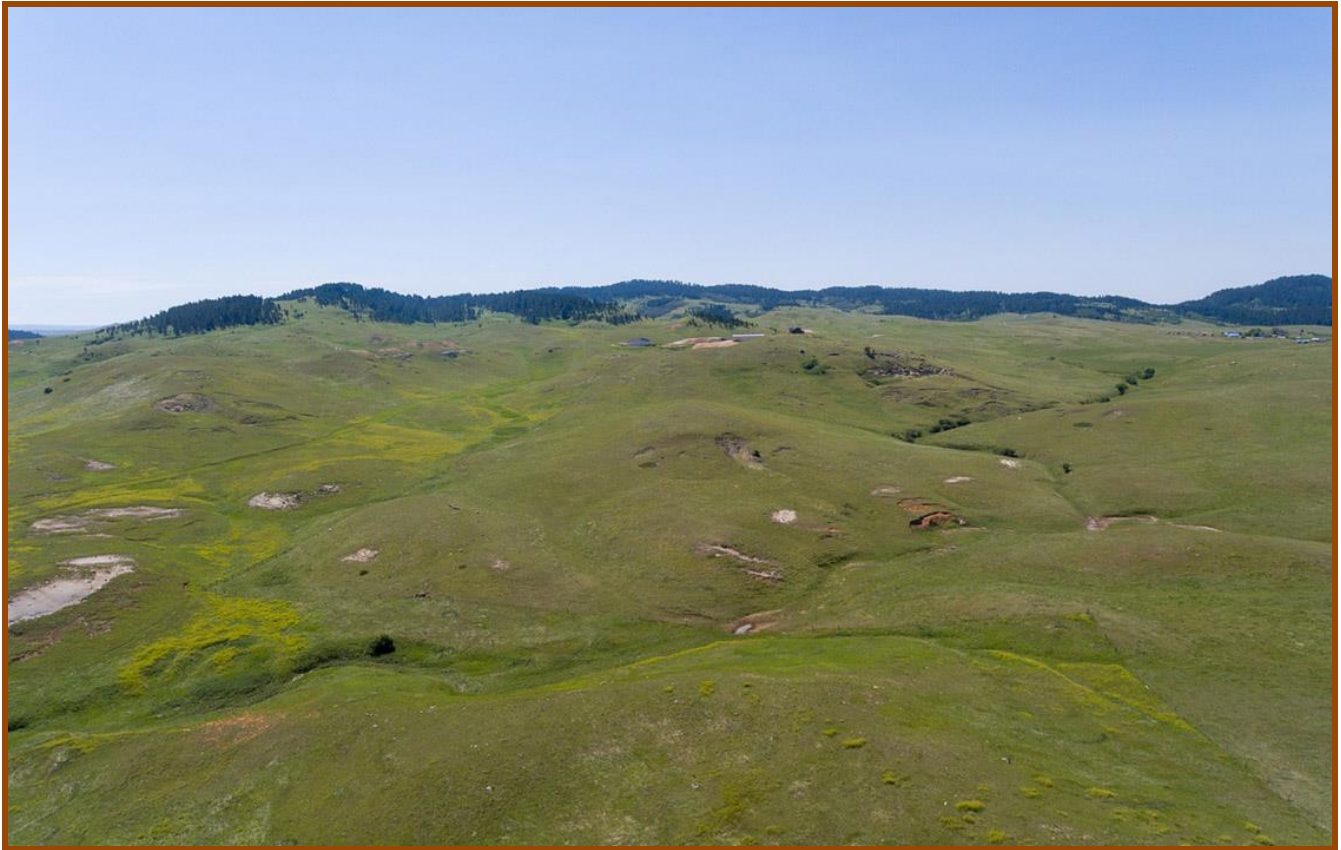
CONDITIONS OF SALE

- I. All offers shall be:
 - A. In writing;
 - B. Accompanied by an earnest money deposit check in the minimum amount of \$45,000 (Fort-Five 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.

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.

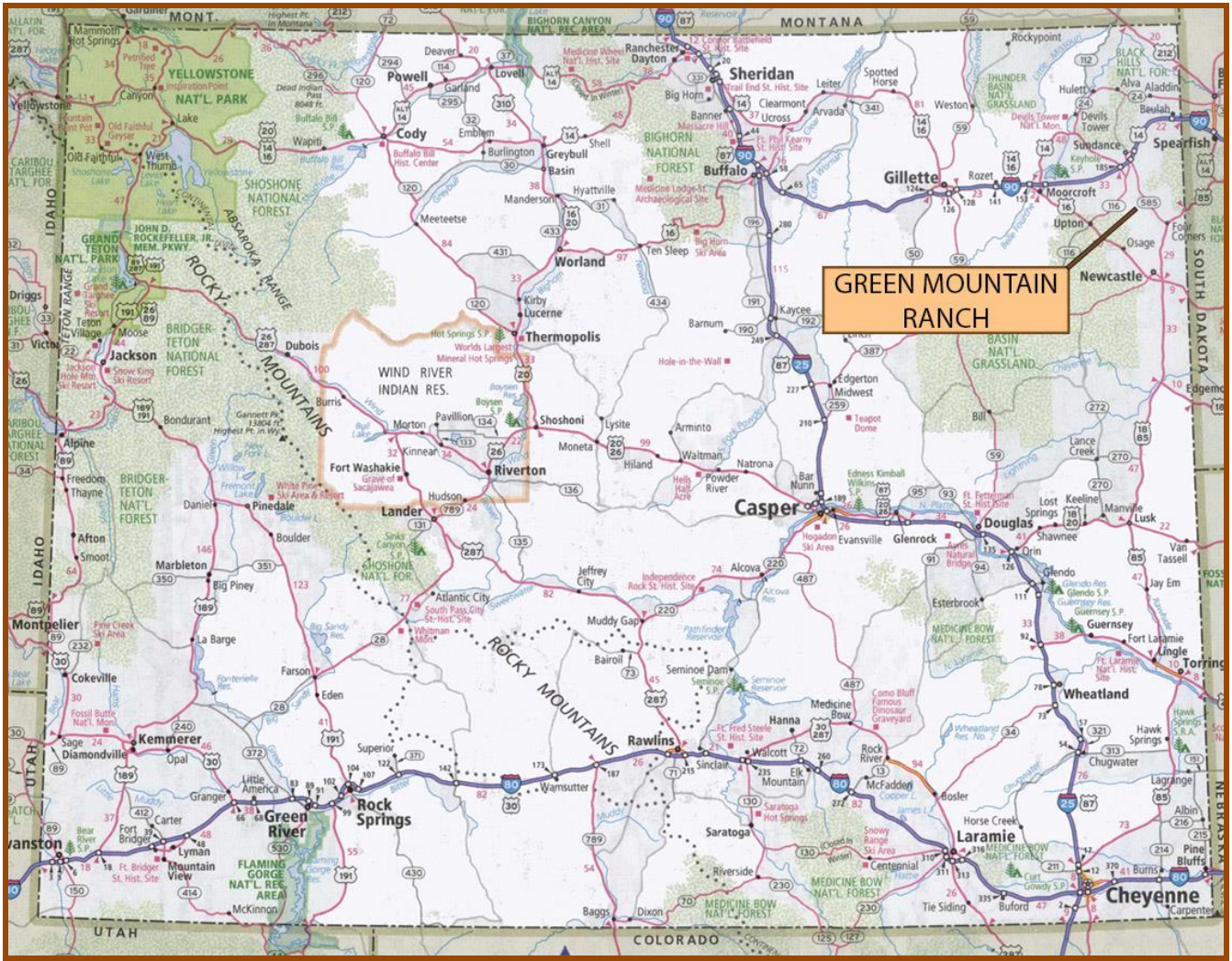
Boundaries shown on accompanying maps are approximate based on the legal description and may not indicate a survey. Maps are not to scale and are for visual aid only. Their accuracy is not guaranteed.



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.**

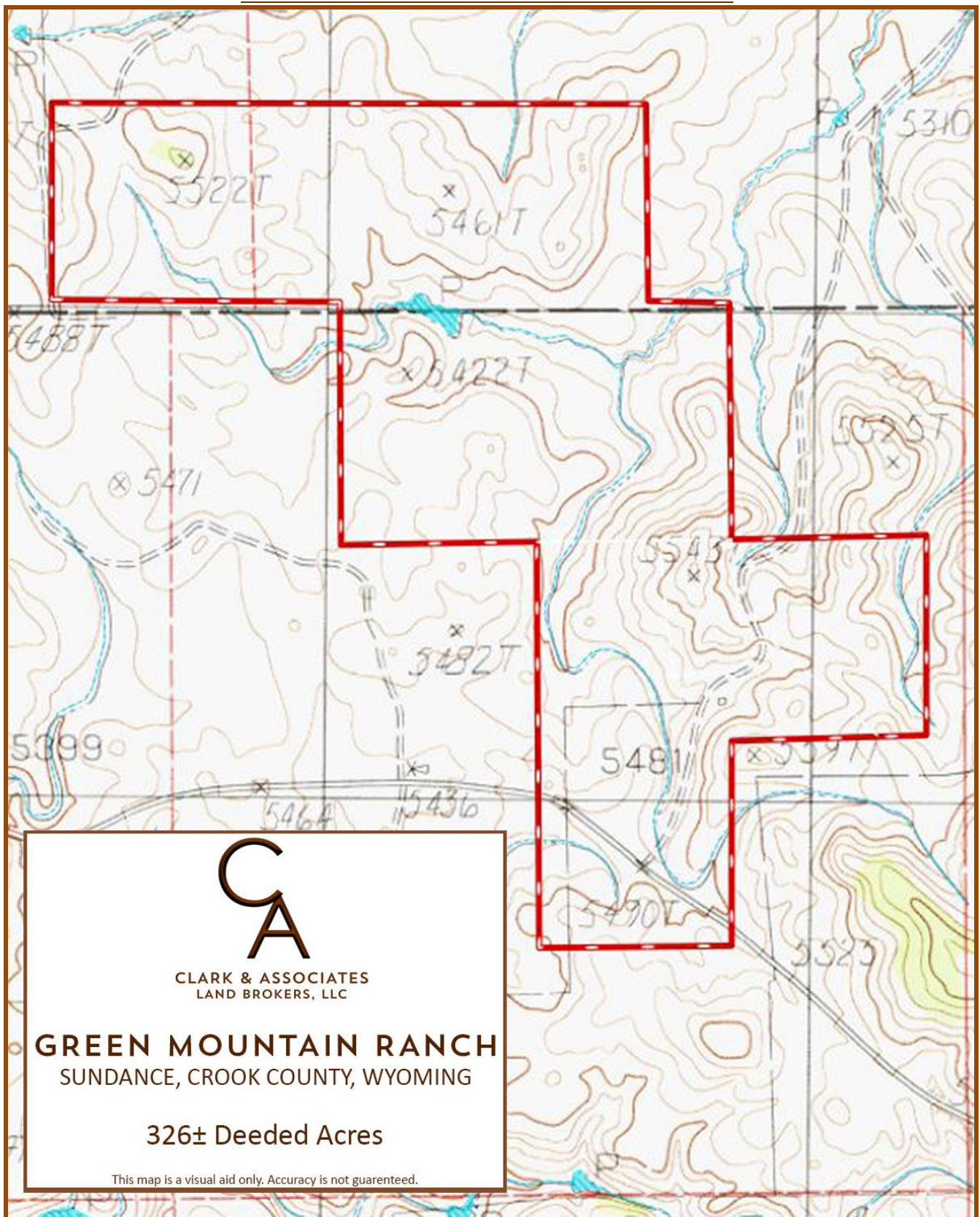
STATE LOCATION MAP



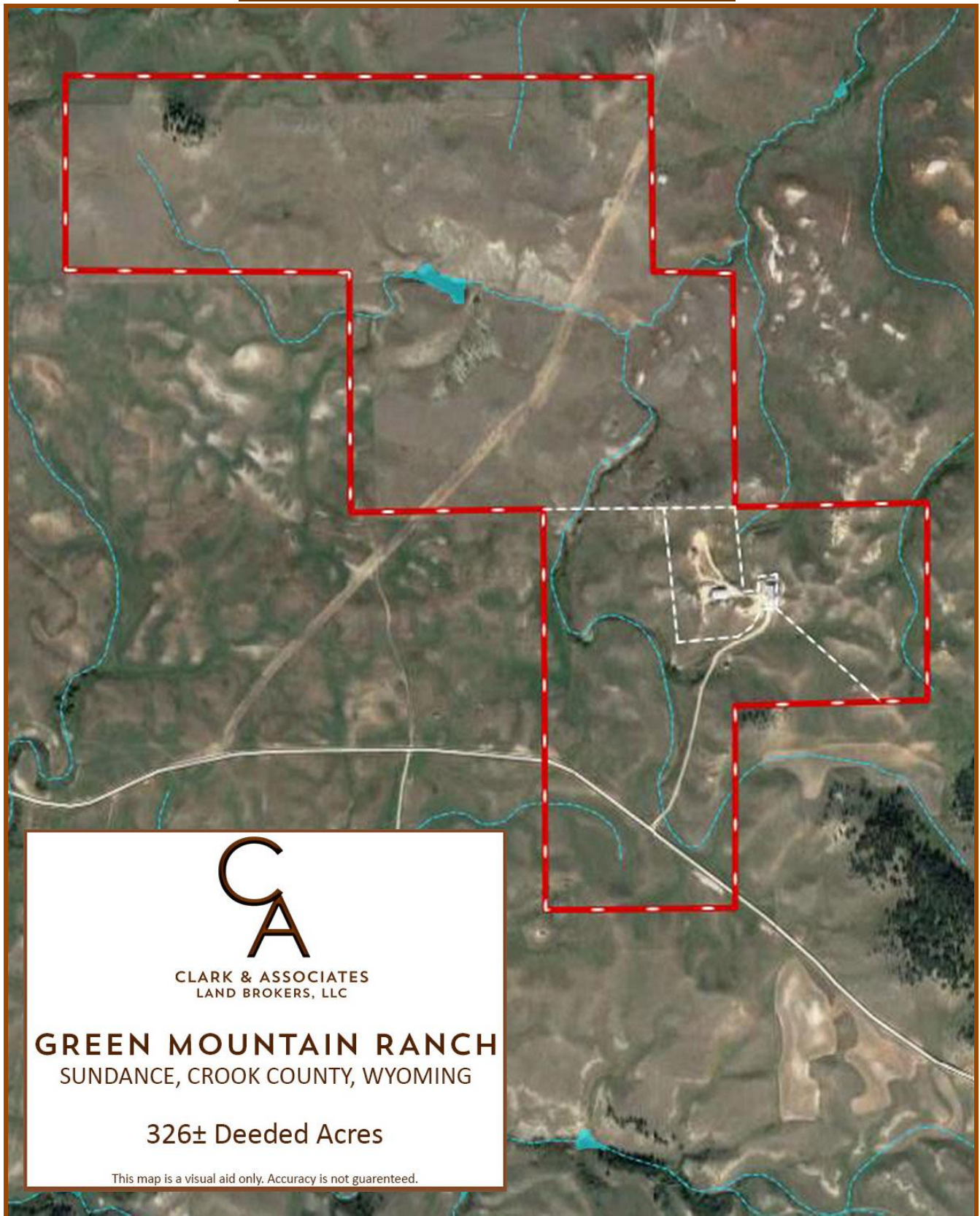
NOTES

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

GREEN MOUNTAIN RANCH TOPO MAP



GREEN MOUNTAIN RANCH OTHO MAP



CLARK & ASSOCIATES
LAND BROKERS, LLC

GREEN MOUNTAIN RANCH SUNDANCE, CROOK COUNTY, WYOMING

326± Deeded Acres

This map is a visual aid only. Accuracy is not guaranteed.

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



Denver Gilbert
Associate Broker, REALTOR®

Mobile: (406) 697-3961

denver@clarklandbrokers.com

Licensed in MT, ND, SD, & WY

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

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 FIDELITY TO THAT ONE PARTY. A BROKER ENGAGED AS AN INTERMEDIARY DOES NOT REPRESENT THE BUYER OR THE SELLER AND WILL NOT OWE EITHER PARTY THOSE FIDUCIARY DUTIES. HOWEVER, THE INTERMEDIARY MUST EXERCISE REASONABLE SKILL AND CARE AND MUST COMPLY WITH WYOMING LAW. AN INTERMEDIARY IS NOT AN AGENT OR ADVOCATE FOR EITHER PARTY. SELLER AND BUYER SHALL NOT BE LIABLE FOR ACTS OF AN INTERMEDIARY, SO LONG AS THE INTERMEDIARY COMPLIES WITH THE REQUIREMENTS OF WYOMING'S BROKERAGE RELATIONSHIPS ACT. WYO. STAT. § 33-28-306(a)(iii).

THIS WRITTEN DISCLOSURE AND ACKNOWLEDGMENT, BY ITSELF, SHALL NOT CONSTITUTE A CONTRACT OR AGREEMENT WITH THE BROKER OR HIS/HER FIRM. UNTIL THE BUYER OR SELLER EXECUTES THIS DISCLOSURE AND 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 _____