

CLARK & ASSOCIATES LAND BROKERS, LLC

Specializing in Farm, Ranch, Recreational & Auction Properties **Proudly Presents**



THE MARTON RANCH

Alcova, Natrona & Carbon Counties, Wyoming

A large sheep and cattle operation consisting of approximately 68,150 contiguous acres in Natrona and Carbon counties with a recreational segment that produces additional income or could be a great family/corporate hunting and fishing paradise.

LOCATION & ACCESS

The Marton Ranch is located near Alcova, Wyoming at 18500 Bolton Creek Road. To access the property from Casper, head southwest on Wyoming Highway 220 towards Alcova traveling approximately 18.5 miles from SW Wyoming Boulevard to County Road 404 (Bolton Creek Road) and turn left; proceed on Bolton Creek Road to the first right after crossing Bolton Creek; turn right on to the private drive and travel approximately one mile to the ranch headquarters.

The following are several towns and cities that are easily accessible from the Marton Ranch.

Casper, Wyoming (population 55,316)
Douglas, Wyoming (population 6,120)
Lander, Wyoming (population 7,487)
Cheyenne, Wyoming (population 59,466)
Rapid City, South Dakota (population 67,956)
Jackson, Wyoming (population 9,577)
Denver, Colorado (population 701,621)

20 miles northeast 75 miles east 134 miles west 186 miles south 290 miles northeast 294 miles west 282 miles south



SIZE & DESCRIPTION

With elevations from 5,300 to 7,500 feet, this large, working cattle and sheep operation consists of 68,150± contiguous acres including 34,300± deeded acres, 25,850± BLM lease acres, and 8,000± State of Wyoming lease acres. The ranch has approximately two miles of North Platte River frontage. The headquarters are on the north portion of the ranch with the remaining ranch running to the southeast to the top of Bear Mountain. Livestock water is provided from a wide variety of sources including streams, springs, reservoirs, solar wells, electric wells, and artesian wells. The winter range starts at the river bottoms and continues upward in elevation to the summer country which overlooks Pathfinder and Alcova Reservoirs.



LEASE INFORMATION

There is a Bureau of Land Management (BLM) lease and State of Wyoming grazing leases which, upon approval of the appropriate agency, will transfer to the buyers at closing. The BLM allotment #496308 on the Marton Ranch consists of approximately 25,850 acres. The grazing allotment allows for 3,050 total AUMs which was assessed \$1.35 per AUM. The total amount payable for the lease equates to approximately \$4,117 each year of the lease. BLM leases are renewable every ten (10) years.

The State of Wyoming leases, Numbers 1-7713, 1-8737, and 3-7119, consisting of approximately 8,000± acres are rated at a total of 1,429 AUMs for twelve months. State leases in Wyoming are renewable every ten (10) years and most of the leases on the Marton Ranch expire in 2018 and two in 2022.



CARRYING CAPACITY / RANCH OPERATIONS

The ranch has at least ten large pastures with ample water for livestock being provided by electric wells, solar wells, artesian springs, streams, ponds, and reservoirs located throughout the ranch. The grass cover changes dramatically from the parts of the ranch near the North Platte River to the top of Bear Mountain. The owners utilize the lower areas as winter feeding areas and move the cattle upward throughout the grazing season.

The current owners are presently running 450 mother cows, 80 yearling heifers, and 24 bulls along with 2,300 ewes, 485 yearling ewes, 74 rams, and eight saddle horses; however, the owners feel that with not running any sheep, the ranch could run approximately 700 head of mother cows. They buy approximately 600 to 650 tons of hay from the nearby neighbors to supplement the winter feeding program. *Note: Carrying capacity can vary due to weather conditions, management practices, and types of livestock. Interested parties are urged to conduct their own analysis.*

IMPROVEMENTS

The improvements are nice, but not overdone, in good repair and ready-to-move-in with a continuance of the present operation and include the following:

- Main Residence: 3,100 sq. ft. brick home with four bedrooms and four bathrooms with a three car attached garage built in 1974. This is a one-level ranch-style home in good condition and is located along the river.
- Second Residence: Newer 1,638 sq. ft. home with three bedrooms and two bathrooms built in 1983. There is a small office in a separate building along side of this newer home.
- Third Residence: The 1,440 sq. ft. manufactured home has three bedrooms and two bathrooms. There is a small bunkhouse currently being used as a bedroom for hunters.
- New 42'x80' Cleary barn with calving facilities and horse corrals.
- 2,000 sq. ft., building with steel siding, metal roof, and two large overhead doors.
- The sheep barn is a wood sided, metal roofed building with a dirt floor.
- Corrals of wood and pipe construction in two different locations.
- 20,000 lbs. beam scale at the upper set of corrals.
- There is another set of older buildings that contribute very little to operation or value of the ranch.







UTILITIES

Electricity – High Plains Power Propane – multiple providers Water – private wells Sewer – private septic Communications – CenturyLink: land lines / DSL Mobile Phone Coverage – multiple providers TV – satellite

REAL ESTATE TAXES

According to the Carbon and Natrona Assessors, the annual real estate taxes on the Marton Ranch are approximately \$12,358 for Natrona County and \$260 for Carbon County.



WATER RESOURCES

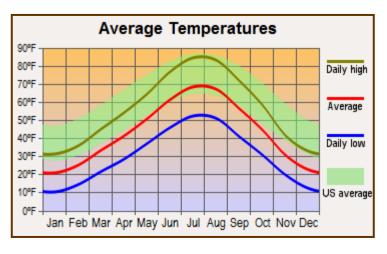
The ranch is well watered from the two miles of the North Platte River; six creeks including Bear Creek, Ledge Creek, Canyon Creek, Split Rock Creek, Bolton Creek, and South Fork Creek; three solar wells; two artesian wells; several springs with underground pipe to dozens of stock tanks located throughout the ranch; and 20 reservoirs.

MINERAL RIGHTS

The mineral estate has been previously severed from the real property and is not included in the sale.

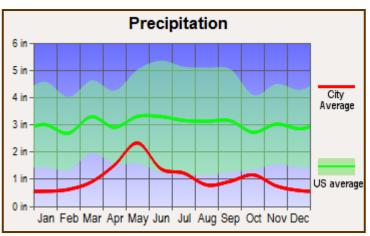
CLIMATE

According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Casper, Wyoming area is approximately 12 inches including 76 inches of snow fall. The average high temperature in January is 34 degrees, while the low is 13 degrees. The average high temperature in July is 88 degrees, while the low is 54 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.

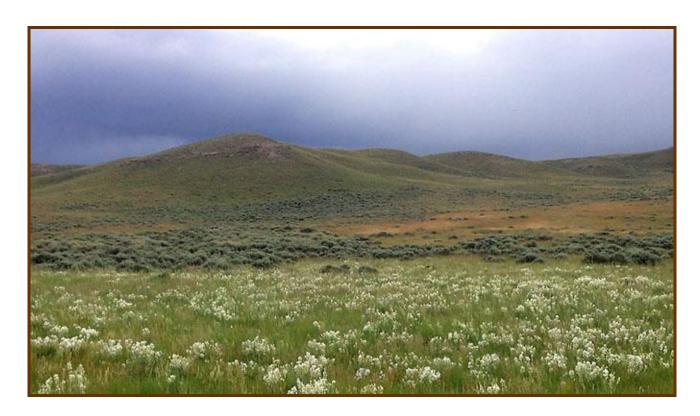


Wyoming's energy costs are the second lowest in the nation, and the cost of living index is below the national average. Wyoming ranks among the top ten in the entire United States for educational performance. There is no state income tax, and Wyoming offers an extremely favorable tax climate:

- 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 www.casperwy.gov 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 http://iflycasper.com. Complete aeronautical information can be found at http://iflycasper.com. Complete aeronautical information can be found at http://www.airnav.com/airport/CPR.

Cheyenne, Wyoming: Great Lakes Airlines operates flights daily from Cheyenne to Denver International Airport. 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 http://www.cheyenneairport.com/.

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: http://www.flydenver.com.





RECREATION & WILDLIFE

The North Platte River flows through Natrona County as well as through Casper. Three large reservoirs have been created along the North Platte River: Alcova, Seminoe and Gray Reef. In addition to the many recreational resources, all three of the reservoirs provide irrigation water for Wyoming and Nebraska. Below Gray Reef Dam, there exists a tail-water fishery that is known for large rainbow, cutthroat, and brown trout. Gray Reef Dam and Miracle Mile near Alcova Reservoir are known as premier fly fishing destinations with world-wide recognition.

An article in the February 2012 Wyoming Wildlife magazine has a statement that touts the North Platte as a river that has quietly become, in the opinion of many of the most well-traveled fly casters in the country, the best rainbow trout stream in the western United States, perhaps the entire nation. In the past decade, American Angler magazine has twice heralded the Gray Reef segment of the North Platte River among the top destinations in the world to catch trophy rainbow trout.

The ranch has a very diverse wildlife population which produces Boone and Crockett pronghorn antelope. The hunting rights for antelope are leased to an outfitter in the area for a yearly rental of \$11,000. The river has eight duck blinds that are currently rented out at \$500 per year per blind with a waiting list for any vacancies. Fishing on the North Platte River is done on a per boat basis. The out-of-state hunting income is approximately \$10,000 per year; however, any elk hunting on the ranch has always been reserved for family and friends.



OFFERING PRICE

\$17,000,000

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 \$750,000 (Seven Hundred Fifty 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.

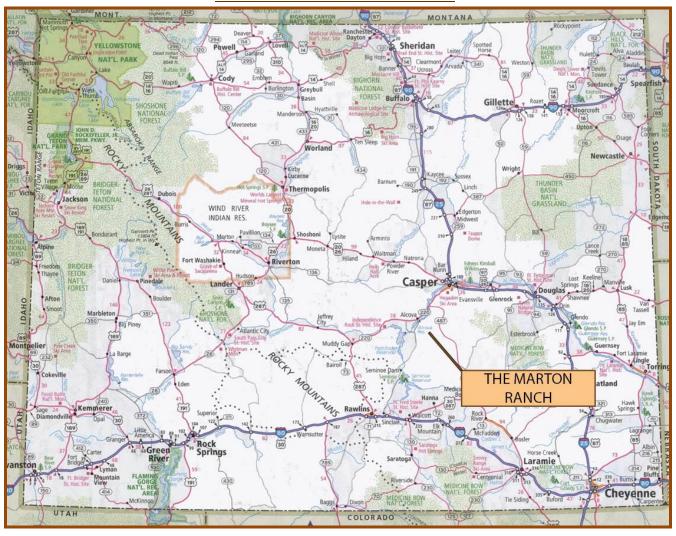
Boundaries shown on accompanying maps are approximate based on the legal description and may not indicate a survey. Maps are not to scale and are for visual aid only. Their accuracy is not guaranteed.



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.

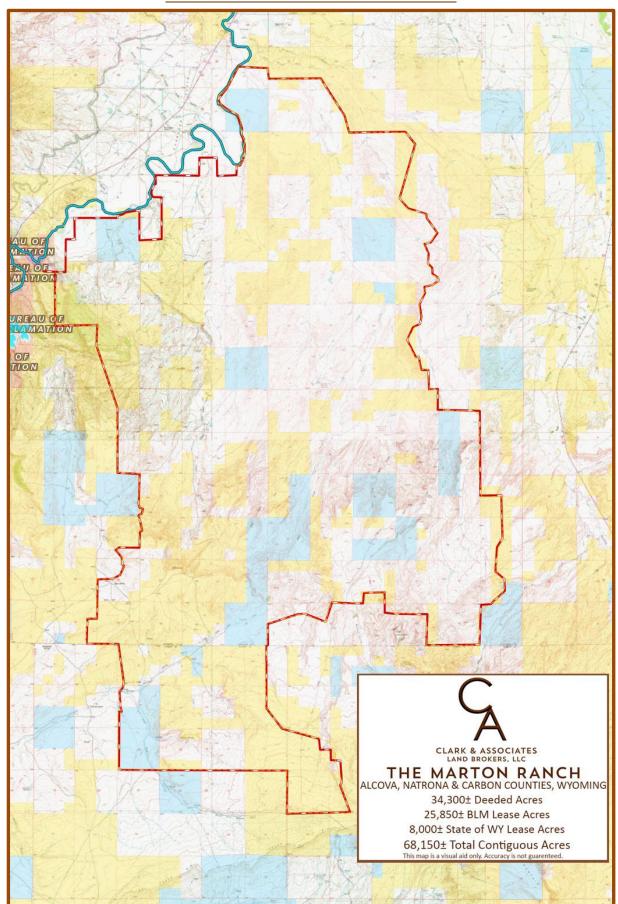
Notice to Buyers: Wyoming Real Estate Law requires that the listing Broker and all licensees with the listing Broker make a full disclosure, in all real estate transactions, of whom they are agents and represent in that transaction. All prospective buyers must read, review and sign a Real Estate Brokerage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

WYOMING LOCATION MAP

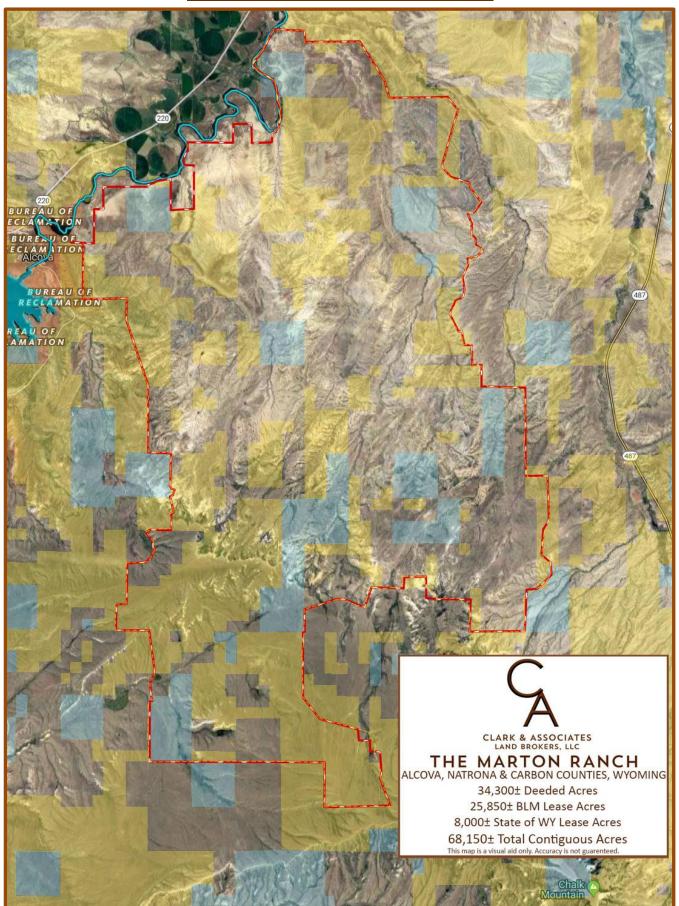


NOTES

THE MARTON RANCH TOPO MAP



THE MARTON RANCH ORTHO MAP



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



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Mark McNamee - Associate Broker/Auctioneer/Owner

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Billings & Miles City, MT Offices

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9 Twin Lakes Lane Buffalo, WY 82834

Jon Keil - Associate Broker

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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 ~ 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 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 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.

<u>Change From Agent to Intermediary – In – House Transaction</u>

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.

Duties Owed by An Agent But Not Owed By An Intermediary.

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

THIS WRITTEN DISCLOSURE AND ACKNOWLEDGMENT, BY ITSELF, SHALL NOT CONSTITUTE A CONTRACT OR AGREEMENT WITH THE BROKER OR HIS/HER FIRM. UNTIL THE BUYER OR SELLER EXECUTES THIS DISCLOSURE AND ACKNOWLEDGEMENT, NO REPRESENTATION AGREEMENT SHALL BE EXECUTED OR VALID. WYO. STAT. § 33-28-306(b).

NO MATTER WHICH RELATIONSHIP IS ESTABILSHED, A REAL ESTATE BROKER IS NOT ALLOWED TO GIVE LEGAL ADVICE. IF YOU HAVE QUESTIONS ABOUT THIS NOTICE OR ANY DOCUMENT IN A REAL ESTATE TRANSACTION, CONSULT LEGAL COUNSEL AND OTHER COUNSEL BEFORE SIGNING.