



**CLARK & ASSOCIATES  
LAND BROKERS, LLC**

Specializing in Farm, Ranch, Recreational & Auction Properties

*Proudly Presents*



***WILLWOOD IRRIGATED RANCH***

***Powell, Park County, Wyoming***

*Well-rounded ranch consisting of 166± acres under four pivots, 60± flood irrigated acres, 471± acres of grazing, year-round water, and improvements.*

## LOCATION & ACCESS

The Willwood Irrigated Ranch is located approximately ten miles southeast of Powell, Wyoming at 323 Lane 12. To access the property from Powell, drive south on highway 295 for eight miles, turn left onto Road 4 for one mile, then right onto Lane 12 for one-half mile which ends at the property.

Several towns and cities in proximity to the property include:

- |  |                    |
|--|--------------------|
| • Cody, Wyoming (population 9,836)       | 30 miles west      |
| • Greybull, Wyoming (population 1,872)   | 40 miles southeast |
| • Billings, Montana (population 109,642) | 105 miles north    |
| • Sheridan, Wyoming (population 17,954)  | 123 miles east     |

## SIZE & DESCRIPTION

**698± deeded acres**

The Willwood Irrigated Ranch consists of 166± acres irrigated under four pivots, 60± flood-irrigated acres, and 472± grazing acres. Terrain on the farm consists of flat farm ground, grass pastures, creek bed meadows and rugged slopes. The property is bordered on the east by thousands of acres of Bureau of Reclamation ground. The ranch has a modest set of improvements including a home, corrals, out buildings, and barn home currently being remodeled.





## CARRYING CAPACITY AND OPERATIONS

The ranch is owner-rated at 140 head of cattle year-round with supplemental feeding in the winter. The property consists of 166± acres irrigated under four pivots, 60± flood-irrigated acres, and 472± grazing acres. Pivots include a 9-tower 2018 Zimmatic quarter turn, a 2020 Reinke full circle 5 tower, a 2020 Reinke full circle 2 tower, and an old 4 tower Valley full circle pivot. Current operations include a balance of irrigated and dryland grazing, and hay production.

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

## WATER RESOURCES

- Willwood Irrigation District - See *Water Rights Summary*
- Roan Wash is a year-round creek
- Elk Lovell Canal
- Spring-fed Pond

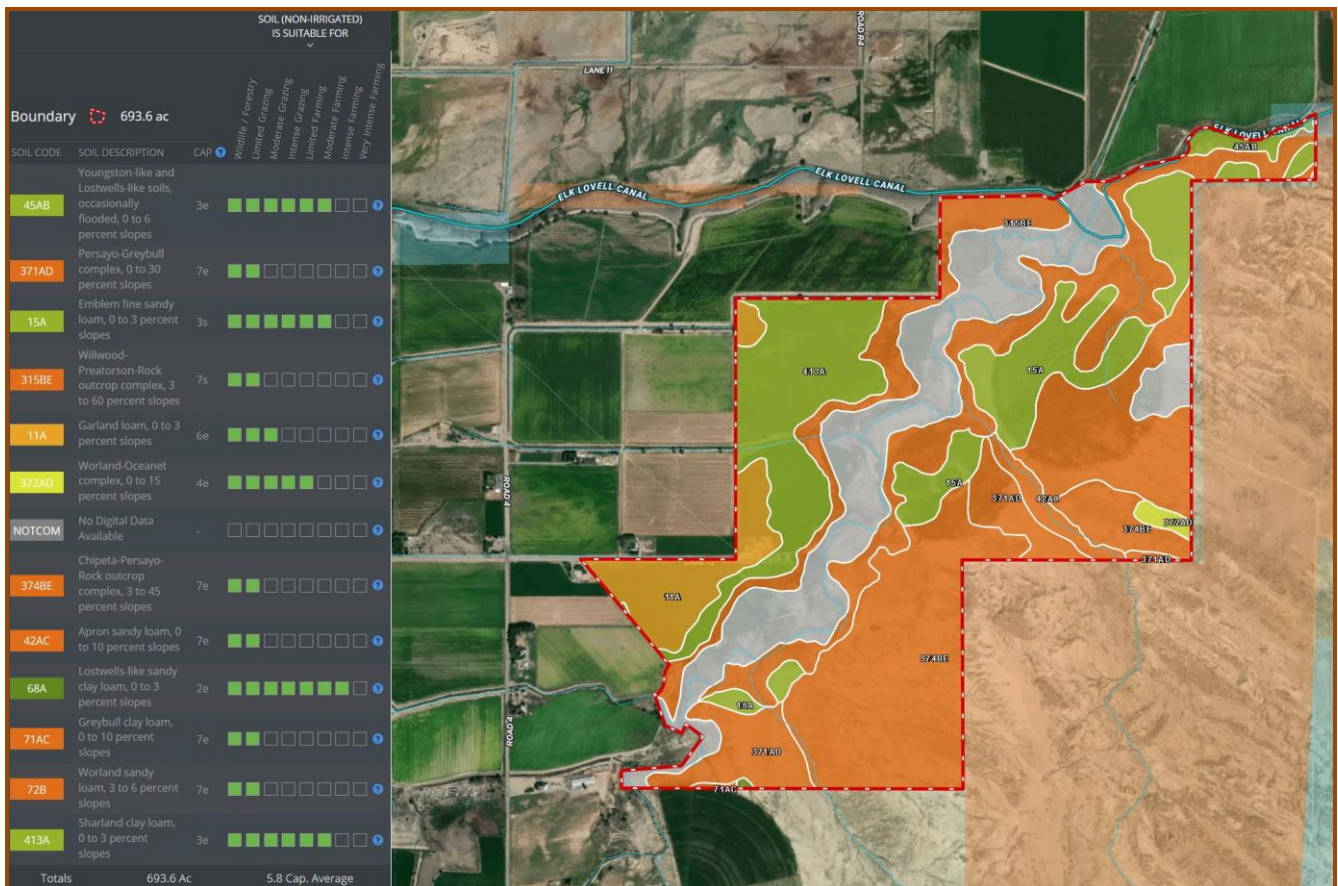
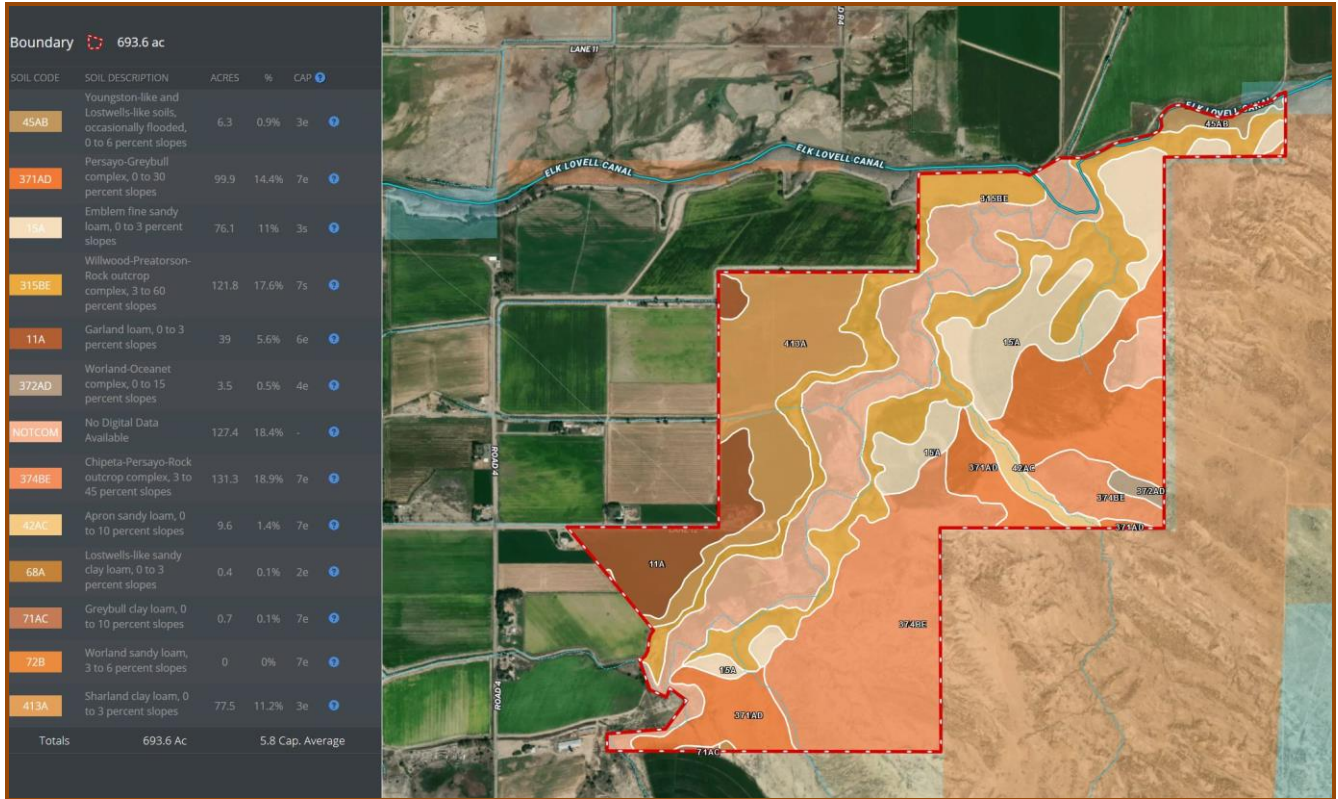


## UTILITIES

- Electricity – Rocky Power
- Natural Gas – Wyoming Gas
- Communications – Cell Phone
- Internet and TV – AT&T
- Water – Well
- Sewer – private septic



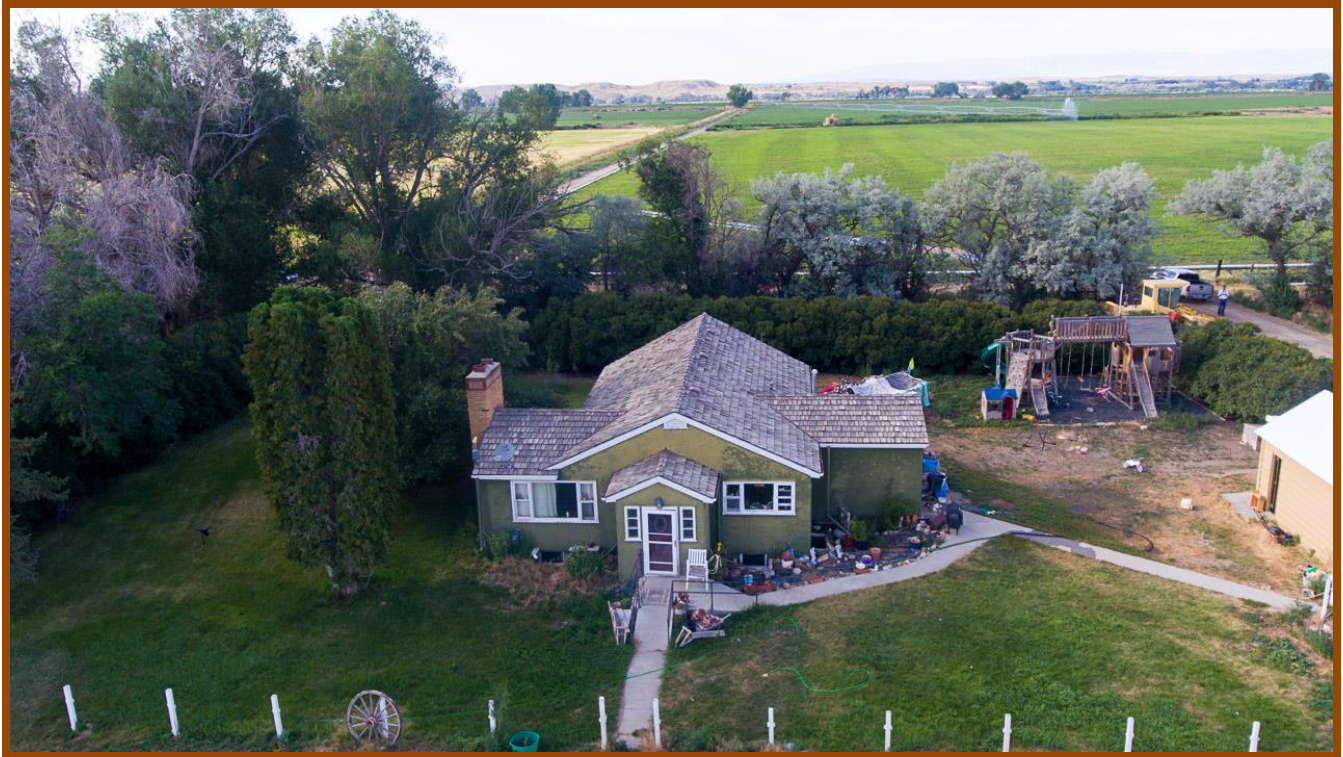
## SOILS





## IMPROVEMENTS

The ranch has a modest set of improvements including a 1,325 sq ft home built in 1933 with three bedrooms, one bathroom, and a basement. There are new wood and pipe corrals, several out buildings, and barn home currently being remodeled.



## REAL ESTATE TAXES

According to the Park County Assessor's records, the real estate taxes for the Willwood Irrigation Ranch are approximately \$3,779.98 annually.

## MINERAL RIGHTS

Sellers believe that they own 25% of mineral rights on and under subject property. All minerals owned by seller appurtenant to subject property, if any, will transfer to buyer at closing.

## COMMUNITY AMENITIES

The Willwood Irrigated Ranch is located within range of several prominent towns: Powell to the north, Greybull to the east, and Cody to the west providing convenient access and options for education, churches, medical care, employment, and shopping.

Cody, Wyoming is located 40 miles to the west in Western Wyoming and serves as the county seat for Park County. Cody's residential population of nearly 10,000 receives services from the City of Cody, including electricity, sanitation, water, wastewater, parks, recreation, law enforcement, and more. Cody has a total area of 10.43 square miles and an elevation of 5,016 feet above sea level.

The official website for the City of Cody at [cityofcody-wy.gov](http://cityofcody-wy.gov) states as follows:

Incorporated in 1901, Cody, Wyoming is located 52 miles from Yellowstone National Park's east entrance. Cody was founded by Colonel William F. "Buffalo Bill" Cody, who passed through the region in the 1870s. He was so impressed by the development possibilities of irrigation, rich soil, grand scenery, hunting, and proximity to Yellowstone National Park that he returned in the mid-1890s to start a town. He brought with him men whose names still adorn street signs in Cody's downtown area: Beck, Alger, Rumsey, Bleistein, and Salsbury.

Served by Yellowstone Regional Airport, Cody is a thriving community focused on serving the needs of the stable population base as well as the hundreds of thousands of annual visitors who travel from around the world to experience the beauty and culture of this mountainous area. Cody was ranked by the National Council for Home Safety and Security as the fourth safest city in Wyoming in the year 2017.

Commercial airline service is available at Cody, Wyoming and Billings, Montana. The following is information on each of these airports:

**Cody, Wyoming:** Delta and United provide daily air service with connections to Denver, and Salt Lake City, Utah. This airport also has charter flights and rental cars available. For more information, please visit <https://flyyra.com/>.

**Billings, Montana:** Scheduled passenger airline service is provided by America West Express, Delta Airlines, Northwest Airlines, United Airlines, with regional service provided by Big Sky Airlines, Horizon Air, and Skywest Airlines. There are approximately 25 to 30 passenger flights per day. This airport also has charter flights and rental cars available. For more information, please visit <http://www.flybillings.com/>







## RECREATION & WILDLIFE

Recreational opportunities are abundant on, and surrounding, the Willwood Irrigated Ranch. On the property there is abundant pheasant, antelope, mule deer, and whitetail deer. The Shoshone River is to the north and Greybull River to the south. According to [www.greater-yellowstone.com](http://www.greater-yellowstone.com):

*“The Greybull River watershed is famed for supporting the best genetically pure populations left of Yellowstone cutthroat trout remaining in the west, a species decimated elsewhere in the West by non-native species and altered water flows. Much of the upper river is considered a blue ribbon trout stream, The River’s high-quality aquatic habitat is spurring efforts among many landowners to join with partners to protect and restore this biologically important watershed.”*

The Willwood Irrigated Ranch is located in the heart of the Big Horn Basin, and according to <https://www.travelwyoming.com/cities/big-horn-basin>:

*“The Big Horn Basin in the Northwest part of Wyoming is surrounded by six mountain ranges including the Bighorn Mountains, the Bridger Mountains, the Owl Creeks, the Absaroka Range, the Pryor Mountains and the Bear Tooth Mountains.*

*When visiting the Big Horn Basin, explore the towns of Basin, Cody, Greybull, Powell, Ten Sleep, Thermopolis and Worland. The close proximity to any of the six mountain ranges makes the Big Horn basin the ideal spot for outdoor excursions including fishing, hunting, hiking, camping, horseback riding, snowmobiling and daily drives. Be sure to make time for a trip to the expansive Bighorn Canyon National Recreation Area.”*

With its central proximity to Sheridan and the Big Horn Mountains on the east, and the vast and beautiful expanses of Yellowstone to the west, the Willwood Irrigated Ranch offers outdoor enthusiasts a lifetime’s worth of recreation.





## CLIMATE

According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Powell, WY area is approximately 9.7 inches including 39 inches of snow fall. The average high temperature in January is 33 degrees, while the low is 9 degrees. The average high temperature in July is 84 degrees, while the low is 54 degrees. The charts to the right are courtesy of [www.city-data.com](http://www.city-data.com).

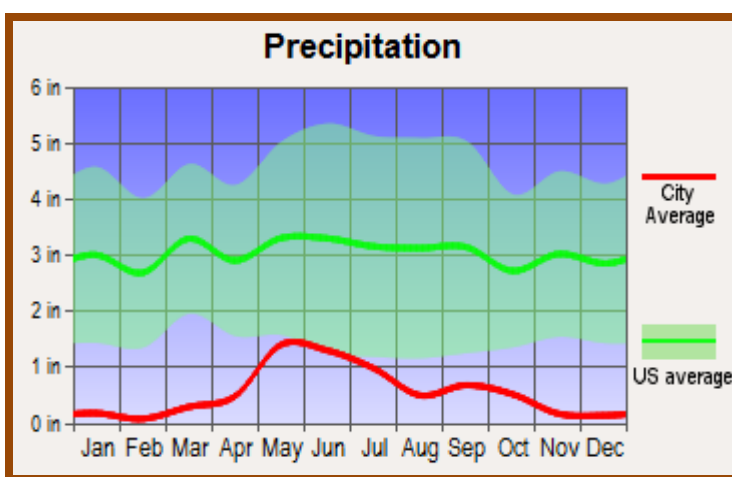
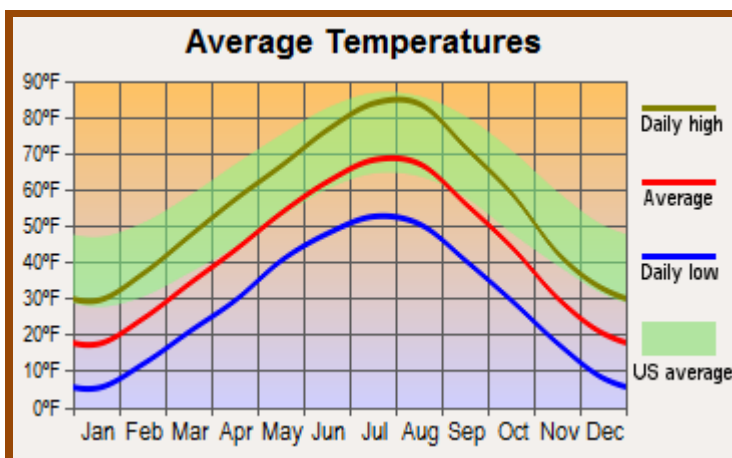
## STATE OF WYOMING

Wyoming is a state that offers an incredible diversity of activities, geography, climate, and history. The Wyoming Territory was established in 1868 and Wyoming became the 44th state in 1890. The state is the tenth largest by area, but it is one of the least densely populated. The topography consists of the High Plains in the east and mountain ranges of the Rocky Mountains in the western two thirds.

Wyoming's energy costs are the second lowest in the nation, and the cost of living index is below the national average. Wyoming ranks among the top 10 in the entire United States for educational performance. There is no state income tax, and Wyoming offers an extremely favorable tax climate:

- |                              |                         |
|------------------------------|-------------------------|
| • No personal income tax     | Low retail sales tax    |
| • Low property tax           | No corporate income tax |
| • Favorable inheritance tax  | No gross receipts tax   |
| • Favorable unemployment tax | No inventory tax        |

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







## OFFERING PRICE

**\$1,350,000**

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 \$39,000 (Thirty-nine 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.

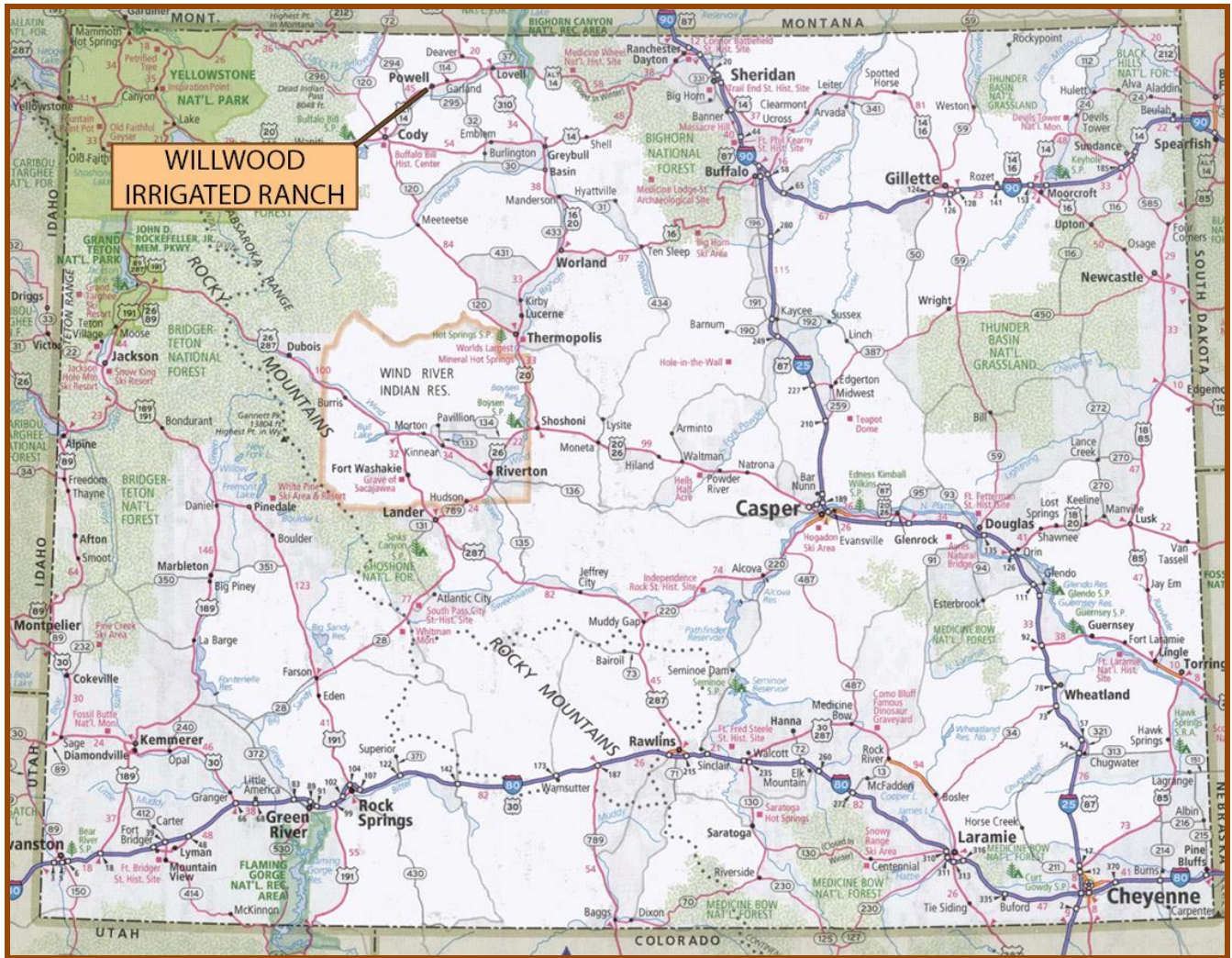
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Clark & Associates Land Brokers, LLC is pleased to have been selected as the Exclusive Agent for the Seller of this outstanding offering. All information has been obtained from sources deemed reliable by Clark & Associates Land Brokers, LLC; however, 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.**

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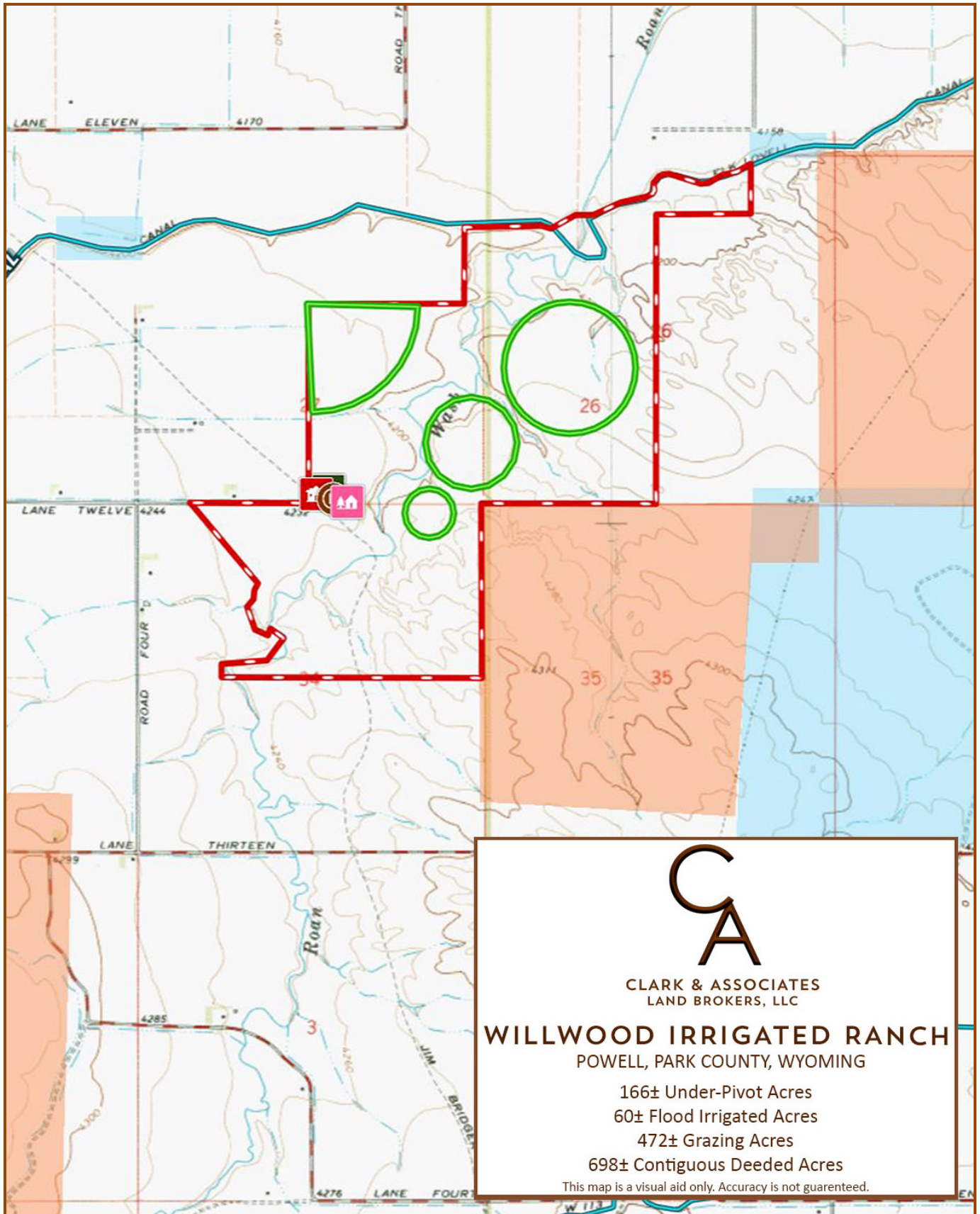
## STATE LOCATION MAP



## NOTES

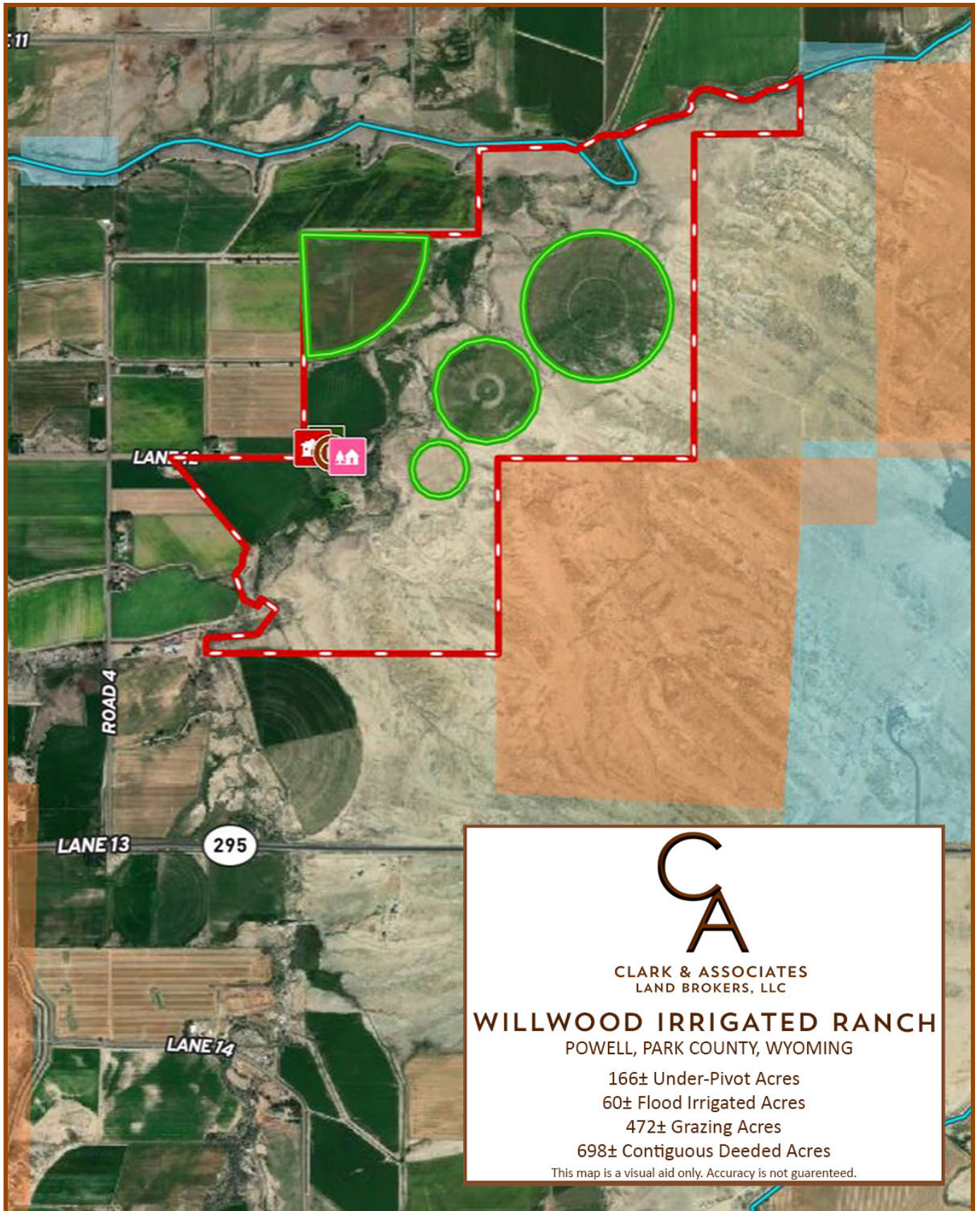


## WILLWOOD IRRIGATED RANCH TOPO MAP





## WILLWOOD IRRIGATED RANCH ORTHO MAP





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



**Travis Gitthens**  
Associate Broker

Mobile: (307) 315-1274

[admin@clarklandbrokers.com](mailto:admin@clarklandbrokers.com)

Licensed in WY



**Jon Keil**  
Associate Broker

Mobile: (307) 331-2833

[jon@keil.land](mailto:jon@keil.land)

Licensed in WY & CO

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**Clark & Associates Land Brokers, LLC**  
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**Lusk, WY Office**

736 South Main Street • PO Box 47  
Lusk, WY 82225

**Cory G. Clark - Broker / Owner**

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

**Buffalo, WY Office**

879 Trabling Road  
Buffalo, WY 82834

**Mark McNamee - Associate Broker/Auctioneer/Owner**

(307) 760-9510 ~ [mcnamee@clarklandbrokers.com](mailto: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](mailto:denver@clarklandbrokers.com)  
Licensed in WY, MT, SD & ND

**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](mailto:ensz@rushmore.com)  
Licensed in SD, WY, MT & NE

**Torrington, WY Office**

2210 Main St  
Torrington, WY 82240

**Logan Schlinz - Associate Broker**

(307) 575-5236 ~ [logan@clarklandbrokers.com](mailto: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](mailto:scott@clarklandbrokers.com)  
Licensed in WY, CO, SD & NE

**Wheatland, WY Office**

4398 Palmer Canyon Road  
Wheatland, WY 82201

**Jon Keil – Associate Broker**

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

**Greybull, WY Office**

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

**Ken Weekes – Sales Associate**

(307) 272-1098 ~ [kenrweekes@gmail.com](mailto: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.

**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 \_\_\_\_\_  
Travis Gitthens

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 \_\_\_\_\_