

CLARK & ASSOCIATES LAND BROKERS, LLC

Specializing in Farm, Ranch, Recreational & Auction Properties

Proudly Presents



311 SPRING CANYON ROAD

Douglas, Converse County, Wyoming

54.24± deeded acres with a home and a large pole barn. The property is versatile enough to go in many directions.

LOCATION & ACCESS

311 Spring Canyon Road is located approximately eight miles from Douglas. Starting on South Riverbend Drive, turn right onto WY-94 S/Monroe Street, traveling west for .2 mile; turn right onto WY-91 S/Cold Springs Road for south for three miles; continue straight onto WY-96 W for .8 mile; follow Spring Canyon Road for 3.3 miles to the destination. The property is on the right at 311 Spring Canyon Rd.

Several towns and cities in proximity to the property include:

Douglas, Wyoming (population 6,350)

Casper, Wyoming (population 57,814)Wheatland, Wyoming (population 3,565)

vincational, vyorning (population 0,000)

• Cheyenne, Wyoming (population 63,624)

Laramie, Wyoming (population 32,306)

• Torrington, Wyoming (population 6,691)

Fort Collins, Colorado (population 143,986)

Denver, Colorado (population 701,621)

8 miles east

45 miles west

70 miles south

139 miles south

145 miles southwest

104 miles southeast

183 miles south

239 miles south



SIZE & DESCRIPTION

54.24± deeded acres

The property is fenced with four strands of barbed wire strung on steel posts. The terrain is mostly level around the buildings and home with draws and slopes on the remainder of the property. The property has good native grasses along with an alfalfa/grass irrigated field. The elevation on the property is approximately 5,240 feet above sea level.



SOILS

- Theedle loam, 0 to 45 percent slopes, gullied 30.6%
- Kishona-Cambria-Theedle loams, 3 to 20 percent slopes 68.2%

MINERAL RIGHTS

Any and all mineral rights, if any, will transfer to Buyers at day of closing.

REAL ESTATE TAXES

According to the Converse County Assessor's records, the real estate taxes for the 311 Spring Canyon Road are approximately \$2,175 annually.

WATER RESOURCES

- One domestic well
- Flood irrigation water for 50 acres from the La Prele Irrigation District
- Frost free hydrants

OPERATIONS

311 Spring Canyon Road is a versatile property that can fit many various needs. The property currently has 27 acres of grass/alfalfa mix that are flood-irrigated with water from the La Prele Irrigation District. The hay ground has annually produced approximately two tons of grass/alfalfa hay per acre with one cutting. The regrowth on the field is then used for winter grazing.

The ranch is fenced with four strands of barbed wire strung on steel posts and are in good condition.

The 14,580 sq. ft. Lester pole barn has historically been used as a riding arena as well as for equipment and hay storage. There are nine indoor horse stalls and a frost-free hydrant. There is a separate tack room and feed room along with two 15' x 13' sliding doors on each end and walk-though doors. The property has year-round livestock water.

There is a 30' x 45' Morton shop which features a concrete floor with a drain, one sliding door, and a walk-through door. The shop is insulated and has a heating and cooling system.



UTILITIES

Electricity – Rocky Mountain Power \$70-\$285/month
Natural Gas– Black Hills Energy \$25-\$100/month
Communications – Cell coverage is available
Water – Private Well
Sewer – Private Septic
Television – Satellite TV

IMPROVEMENTS

Improvements on 311 Spring Canyon Road include the following:

- 1,518 sq. ft. two-bedroom, two bath ranch house built in 1976 with a full basement.
- The home has a deck and a nice yard with mature trees.
- 24' x 36' detached garage built in 1978.
- 81' x 180' Lester pole barn built in 1989, 26-gauge steel, 15' side walls, 15' x 13' sliding doors on both ends of the shop. Dirt floor, nine horse stalls, tack room, feed room. Frost-free hydrants.
- 30' x 45' insulated Morton shop. Concrete floor with drain, sliding door. Heating and cooling system.
- Garden shed. Insulated and heated.











COMMUNITY AMENITIES

Douglas, Wyoming, population 6,210, offers all the desirable amenities of a traditional rural Wyoming city with its small-town friendliness and atmosphere. Douglas has an excellent school system, K-12, with a low student-to-teacher ratio; several banks, churches and restaurants; county library; one of Wyoming's top 18-hole golf courses; weekly newspaper; veterinary clinics; airport; medical clinics; as well as an excellent medical facility, Memorial Hospital of Converse County. Douglas is also home to the Wyoming State Fair, Wyoming Pioneer Museum, Railroad Interpretive Center and Wyoming Law Enforcement Academy.

The Converse County seat is located along the North Platte River where the Oregon, Bozeman and Mormon Trails crisscross with the Pony Express route. Douglas remained a small ranching community of about 2,000 until the late 1970s when coal, oil and uranium production became a driving force in the economy. Population escalated to 6,500 in the early 1980s, until the markets leveled off.

This excerpt was taken from the City of Douglas web page at http://www.cityofdouglaswy.com:

"Douglas is located in east-central Wyoming and is the county seat for Converse County. The community is situated on the banks of the North Platte River at the intersection of Interstate Highway 25 and Highway 59. To many it is considered the "Home of the Jackalope" a mythical creature that is part antelope and part jackrabbit.

Douglas is in Norman Crampton's book - "The 100 Best Small Towns in America" because it is first of all - small, with a 2000 census population of 5288. Douglas is in the book because of its location, viable economic base, population diversity, high education level, good schools, readily available health care and low crime rate. But, at least in the minds of those 5288 souls who call Douglas, Wyoming home, Douglas is in the book because of the commitment of its citizens to be a part of the community, to understand that the whole is greater than the sum of its parts; that working together they can create more than any of them can as individuals. It's a community where initiative and hard work are the keys to success, and where people still have the roll-up your sleeves spirit that sends a message that in Douglas, Wyoming, we are very definitely open for business."

For more information, contact the Douglas Chamber of Commerce or the City of Douglas.

AIRPORT INFORMATION

The Converse Cunty Airport is located three miles north of Douglas and has two asphalt runways. Runway 11/29 is 6,532' x 100' and Runway 5/23 is 4,760' x 75'. Additional information is available at www.flyskyway.com.

Commercial airline service is available at Laramie and 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://www.iflycasper.com. Complete aeronautical information can be found at http://www.airnav.com/airport/CPR

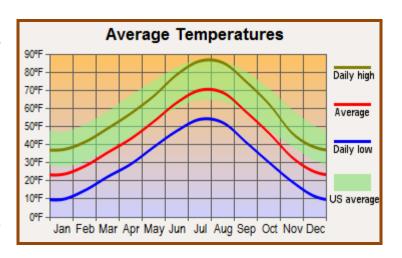
Cheyenne, Wyoming: Great Lakes Airlines operates flights daily from Cheyenne to Denver International Airport. The airline currently has code share agreements with United and Frontier Airlines to connect you with flights around the world. Cheyenne aeronautical information can be found at http://www.cheyenneairport.com/.

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



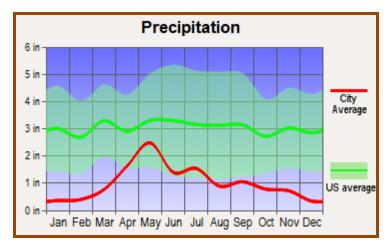
CLIMATE

According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Douglas, Wyoming area is approximately 15.55 inches including 62.5 inches of snowfall. The average high temperature in January is 39 degrees, while the low is 11 degrees. The average high temperate in July is 87 degrees, while the low is 55 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 1890. state in 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.

OFFERING PRICE

\$675,000

Acceptable terms for purchasing this property include, but are not limited to cash at closing, new loan, or 1031 tax exchange. No portion of the purchase transaction will be financed by the seller. 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 \$33,000 (Thirty-Three 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.

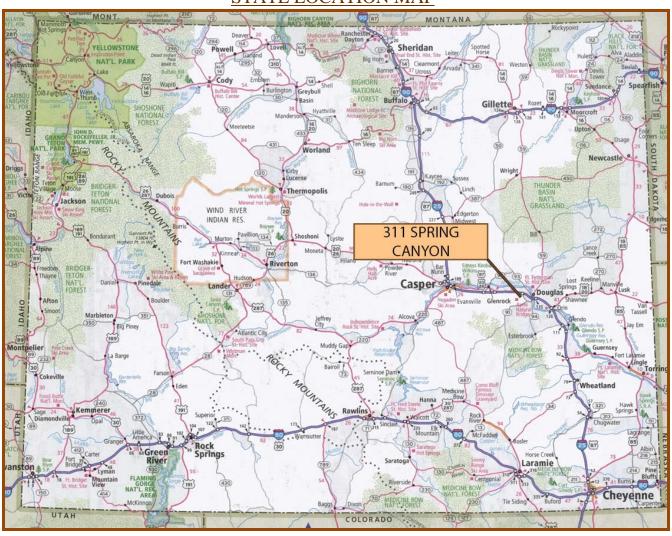
Boundaries shown on accompanying maps are approximate based on the legal description and may not indicate a survey. Maps are not to scale and are for visual aid only. Their accuracy is not guaranteed.



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.

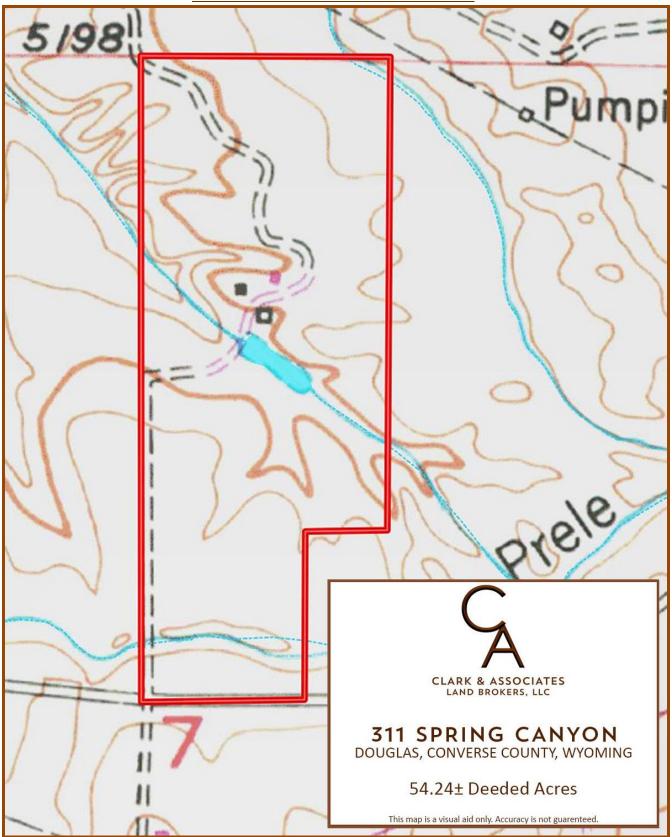
Notice to Buyers: Wyoming Real Estate Law requires that the listing Broker and all licensees with the listing Broker make a full disclosure, in all real estate transactions, of whom they are agents and represent in that transaction. All prospective buyers must read, review and sign a Real Estate Brokerage 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

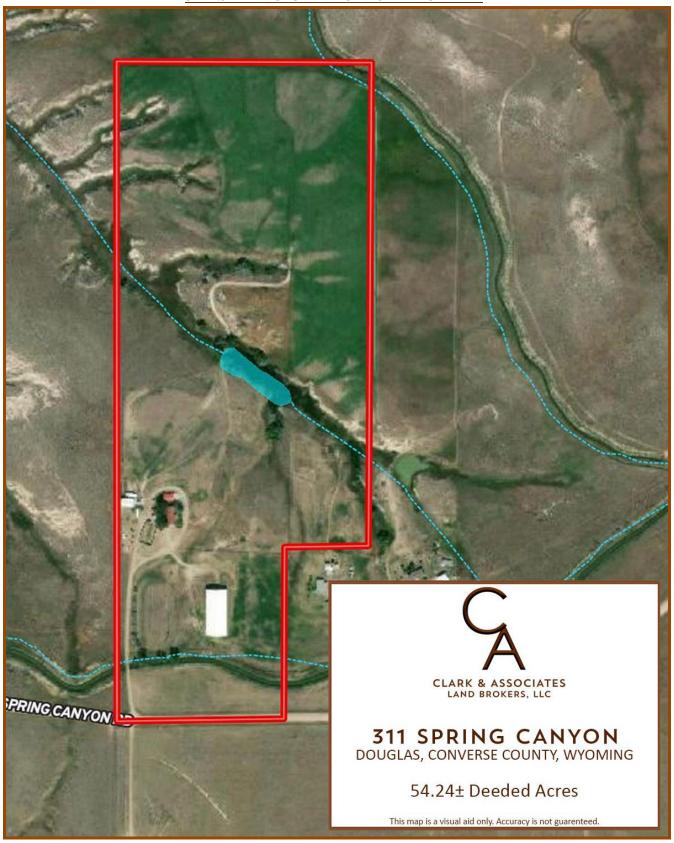


NOTES

311 SPRING CANYON TOPO MAP



311 SPRING CANYON ORTHO MAP



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



Scott Leach Associate Broker, REALTOR®

Mobile: (307) 331-9095

scott@clarklandbrokers.com

Licensed in WY, CO, NE, & SD



Travis Gitthens Sales Associate, REALTOR®

Mobile: (307) 315-1274

admin@clarklandbrokers.com

Licensed in 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

Buffalo, WY Office

879 Trabing Road Buffalo, WY 82834

Billings/Miles City, MT Offices

6806 Alexander Road Billings, MT 59105

Belle Fourche, SD Office

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

Torrington, WY Office

2210 Main St Torrington, WY 82240

Douglas, WY Office

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

Wheatland, WY Office

4398 Palmer Canyon Road Wheatland, WY 82201

Greybull, WY Office

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

Cory G. Clark - Broker / Owner

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

Mark McNamee - Associate Broker/Auctioneer/Owner

(307) 760-9510 ~ mcnamee@clarklandbrokers.com Licensed in WY, MT, SD & NE

Denver Gilbert - Associate Broker / Owner

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

Ronald L. Ensz - Associate Broker

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

Logan Schliinz - Associate Broker

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

Scott Leach - Associate Broker

(307) 331-9095 ~ scott@clarklandbrokers.com Licensed in WY, CO, SD & NE

Jon Keil - Associate Broker

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

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.