



**CLARK & ASSOCIATES
LAND BROKERS, LLC**

Specializing in Farm, Ranch, Recreational & Auction Properties

Proudly Presents



WEST RANCH
Oshoto, Crook County, Wyoming

Located on the west edge of the Black Hills where the scenic hills open up into the Powder River Basin, this scenic 2,560± acre ranch offers a unique balance of productive grazing and hay ground with timbered hunting ground.

LOCATION & ACCESS

The West Ranch is located approximately 28 miles north of Moorcroft, Wyoming and 26 miles west of Hulett, Wyoming just off the New Haven Road.

To access the ranch from Moorcroft, travel 1.1 miles west on Hwy 14-16 to Bertha Road; go north on Bertha Road 420 feet and turn right onto D Road; proceed 18.3 miles north on D Road to the New Haven–Oshoto Road and veer right; proceed 7.2 miles to the private road that accesses the ranch; turn right and proceed approximately 3.5 miles to the ranch headquarters.

Towns and cities in proximity to the West Ranch are as follows:

- | | |
|--------------------------------|---------------------|
| • Hulett, WY (pop. 383) | 26 miles east |
| • Moorcroft, WY (pop. 1,009) | 28 miles south |
| • Gillette, WY (pop. 23,423) | 73 miles southwest |
| • Rapid City, SD (pop. 59,607) | 120 miles southeast |



SIZE & DESCRIPTION

Consisting of a total of approximately 2,560 acres: 2,440± deeded acres and 120± State of Wyoming lease acres, the West Ranch features 262± acres of tillable land, most of which is in hay production or in cover crops in preparation of being planted back to alfalfa. The balance of the ranch is made up of pine and oak tree-covered hills that are flanked by productive rolling hills and Little Missouri River bottoms. The ranch is fenced into 9 pastures with mostly 5 and 6 wire fences.



CARRYING CAPACITY / RANCH OPERATIONS

The current owner rates the ranch at 145 animal units year-round with no additional hay purchased.

The hay ground on the property historically produces 1 to 1¼ ton of hay per acre according to the Seller.

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

LEASE INFORMATION

The State of Wyoming lease (No. 2-5658) that is included in the West Ranch consists of 120± acres. State of Wyoming lease are renewable every ten (10) years with an annual payment due each year. Current lease ends February 2022. The annual payments are assessed per AUM of each lease with the cost per AUM varying year to year as determined by the Office of Land and Investments for the State of Wyoming. This lease is allotted 38 AUM's and the 2020 cost per AUM is \$5.88 which equates to a total of \$223.44 for the 2020 State lease on the West Ranch. You may contact the Wyoming Office of State Lands for further information at (307) 777-7331.

Upon approval of the appropriate agency, the State of Wyoming lease associated with the West Ranch will transfer to Buyer. Although seller cannot guarantee transfer, seller agrees to relinquish all rights to said leases at day of closing.

There is currently a surface mining lease agreement on the property with Quality AGG to mine shale from the established shale pit. The terms of said lease will be made available to prospective buyers and all rights and obligations associated with said lease shall transfer with the sale of the ranch.

REAL ESTATE TAXES

According to the Crook County Assessor, the taxes on the West Ranch are approximately \$1,832 per year.

MINERAL RIGHTS

No minerals included.

WATER RIGHTS

There is one electric well located at the ranch headquarters that supplies water to the home and surrounding barns and corrals. In addition, there are 3 artesian wells located on the ranch that provide livestock water along with 10 reservoirs, 5 reliable pits and a short stretch of the Little Missouri River which is supplemented by a flowing well.

A complete search of the water rights will be conducted and made available to prospective buyers upon request.

UTILITIES

Electricity– Powder River Energy
Communications – Cellular service is available via Verizon and other carriers.
Phone- Range
Internet – Satellite
Television – Satellite
Water – Private Well
Sewer – Private Septic

IMPROVEMENTS

The main residence is a 1997 27'X68' mobile home with four bedrooms, two baths as well as a 720 sq. ft. deck.

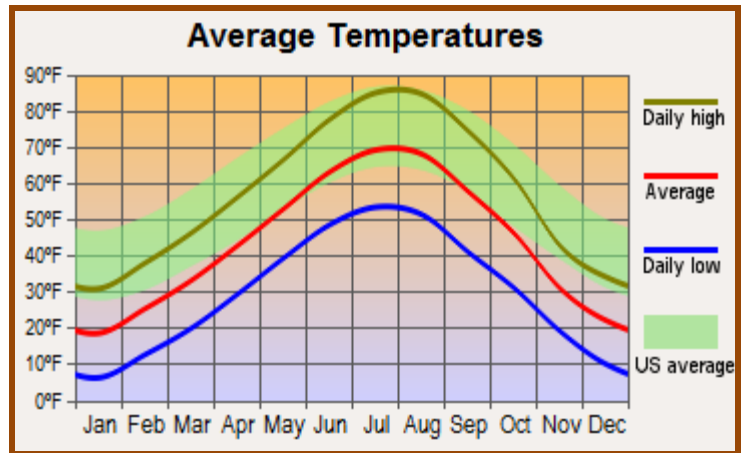
Other outbuilding and barns include:

- 2015 40'x64' pole building with a full concrete floor
- 1986 30'x80' pole building with 16'x12' lean-to and a 12'x24' lean-to
- 1977 26'x60' pole building (1/2 with jugs)
- 1975 22'x58' wood barn
- 1976 26'x48' pole building
- Numerous other sheds and a functional set of working corrals. There are several buildings set up for shed lambing if desired.



CLIMATE

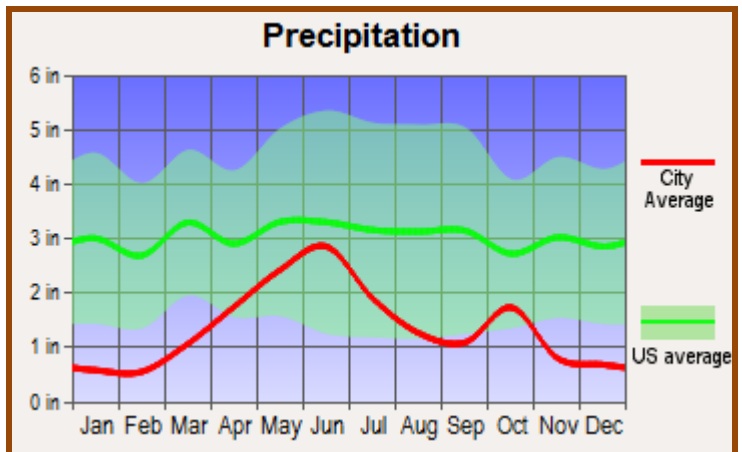
According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Hulett, Wyoming area is approximately 17.56 inches including 49.5 inches of snow fall. The average high temperature in January is 34 degrees, while the low is 12 degrees. The average high temperature in July is 86 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 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 AND THE SURROUNDING AREA

Crook County, Wyoming was organized in 1875. Named after Brigadier General, George Crook, a commander during the Indian Wars, Crook County lies in the far northeast corner of Wyoming, and is home to over seven thousand residents. Devils Tower National Monument, located between Moorcroft, Hulett, and Sundance, was the first declared United States National Monument. With over 400,000 annual visitors, Devils Tower is a magnificent sight for locals and tourists alike.

Moorcroft, Wyoming is located on the banks of the Belle Fourche River where the highway crosses the "Old Texas Trail". Once the largest cattle shipping point in the United States, the bustling town of Moorcroft has a rich history steeped in ranching and now serves the coal and oil industries as well. Moorcroft is home to three hotels, three cafés, a truck stop, bank and a K-12 school. For more information on Moorcroft, visit its website at <http://www.townofmoorcroft.com>.

Hulett, Wyoming was established in 1896 as a ranching and timber community. Nestled in the heart of the Bear Lodge Mountains, the area is rich in history and defined by the beauty and tradition of the American West. Hulett offers a friendly, hometown atmosphere with all the desirable amenities of a traditional, rural Wyoming town with an excellent school system, (K-12), bank, medical clinic, churches, restaurants, motels, and more. For more information, please visit <http://www.hulett-wyoming.com>.

Sundance, Wyoming, population 1,161, is located between Devils Tower and Mount Rushmore in the heart of the Wyoming Black Hills along Interstate 90 between Rapid City, South Dakota and Gillette, Wyoming. Unparalleled scenery, adventure, and history abound throughout the area. Walk in the footsteps of the Sundance Kid (this is where he got the name) and discover breathtaking monuments and natural beauty. Sundance has a full retail center, school, hospital, and is the county seat for Crook County.

Commercial airline service is available at Gillette, Wyoming and Rapid City, South Dakota. The following is information on each of these airports:

AIRLINE INFORMATION

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>.

Rapid City, South Dakota: The Rapid City Regional Airport is located eight miles southeast of 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>.

RECREATION & WILDLIFE

The current owners have responsibly managed the deer population on the ranch and enjoy a healthy mule deer and white tail deer population. Historically, they have taken one trophy buck and two or three management bucks off the ranch each year as well as a limited number of does. Other wildlife that is native to the area include an occasional elk, coyotes, mountain lions, bobcats, fox, and some upland game birds.

Recreational opportunities abound in northeastern Wyoming and the Black Hills in every season. Activities in the area include snowmobiling, hunting, hiking, rock climbing, camping, four-wheeling, and golf as well as fishing, water skiing, sailing, swimming and other water sports which are available at Keyhole State Park and Cook Lake.

Hulett is home to America's first national monument, Devils Tower, which is located 12 miles southwest of Hulett, and is a must-see by tourists all summer long.

Walleye and pike fishing is available at Keyhole State Park, while trout fishing can be done at Cook Lake. There are numerous opportunities to hunt, hike, and snowmobile on groomed trails in the Bear Lodge National Forest which also provides the closest access to the Black Hills National Forest.

In addition to the Devil's Tower National Monument, this area is home to many of our nation's historical treasures such as Mount Rushmore, the Crazy Horse Memorial, and historic Deadwood, South Dakota.

The following websites provide information on the area's recreational destinations:

SundanceWyoming.com

SpearfishChamber.org

GilletteChamber.com

VisitRapidCity.com

CityOfDeadwood.com

BlackHillsBadlands.com

DevilsTowerGolf.com

Wyoming.gov

TravelSD.com

nps.gov/deto/ (Devils Tower)

CrazyHorseMemorial.org

SturgisMotorCycleRally.com



OFFERING PRICE

\$2,196,000

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).



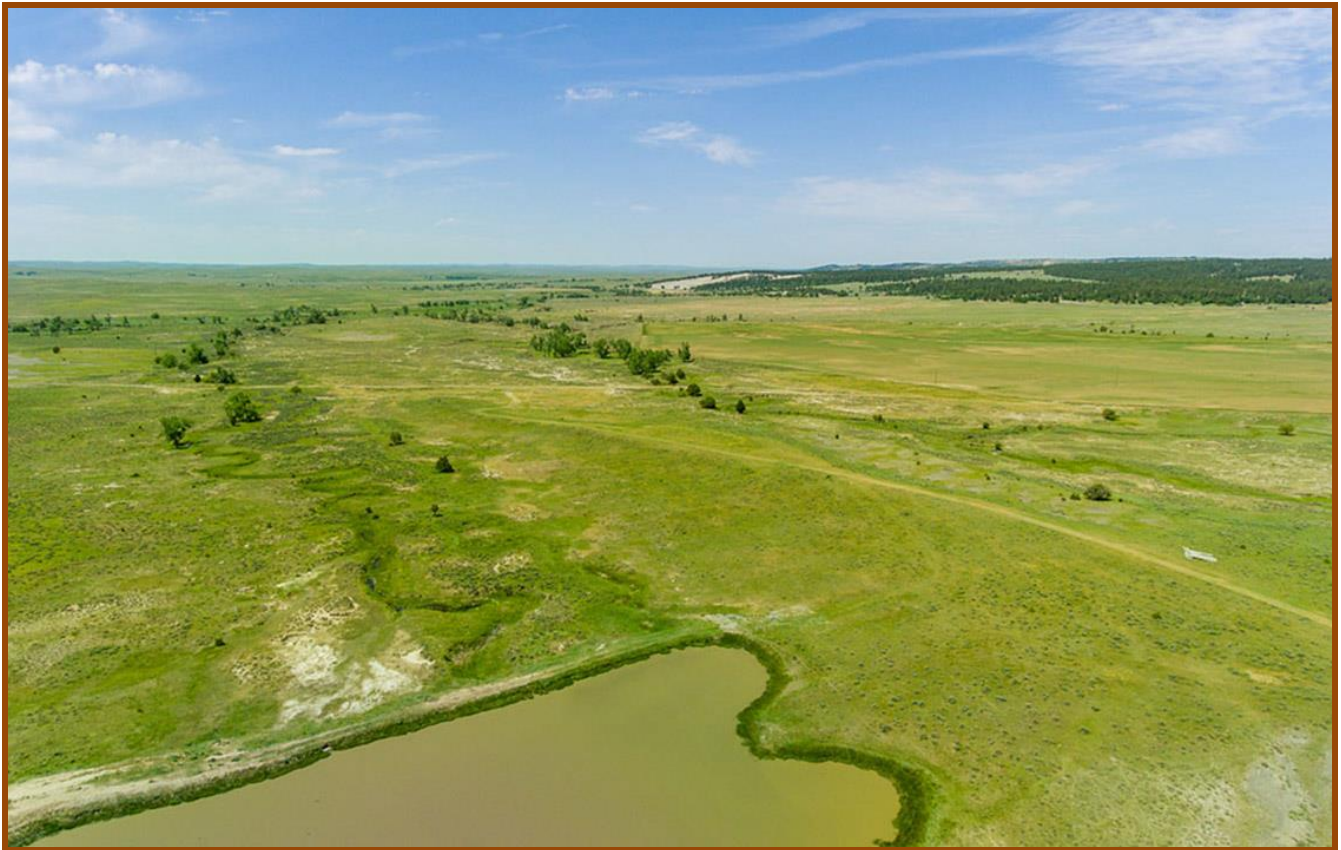
CONDITIONS OF SALE

- I. All offers shall be:
 - A. in writing;
 - B. accompanied by an earnest money deposit check in the minimum amount of \$145,000.00 (One Hundred Forty-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.

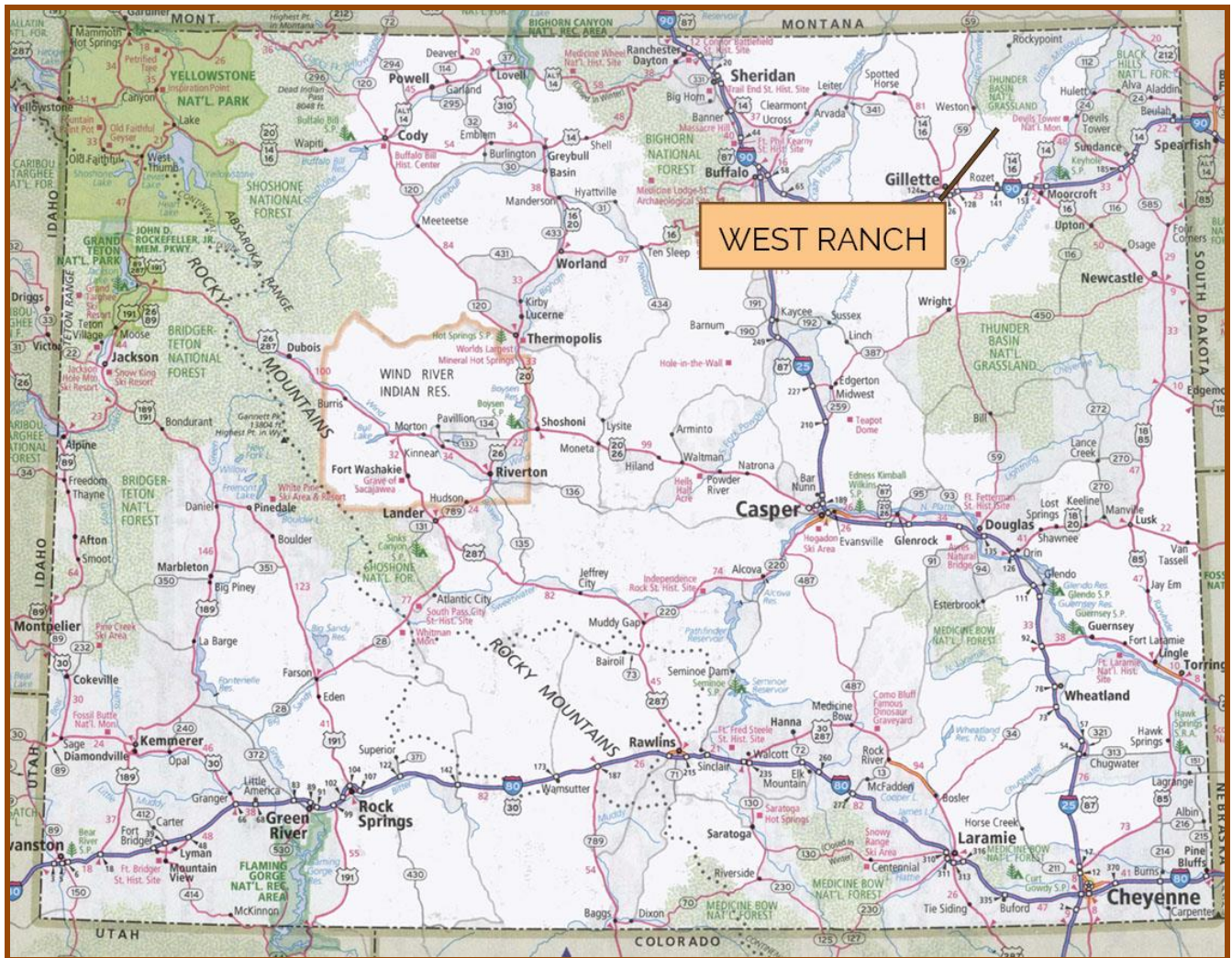
Boundaries shown on accompanying maps are approximate based on the legal description and may not indicate a survey. Maps are not to scale and are for visual aid only. Their accuracy is not guaranteed.



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 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.

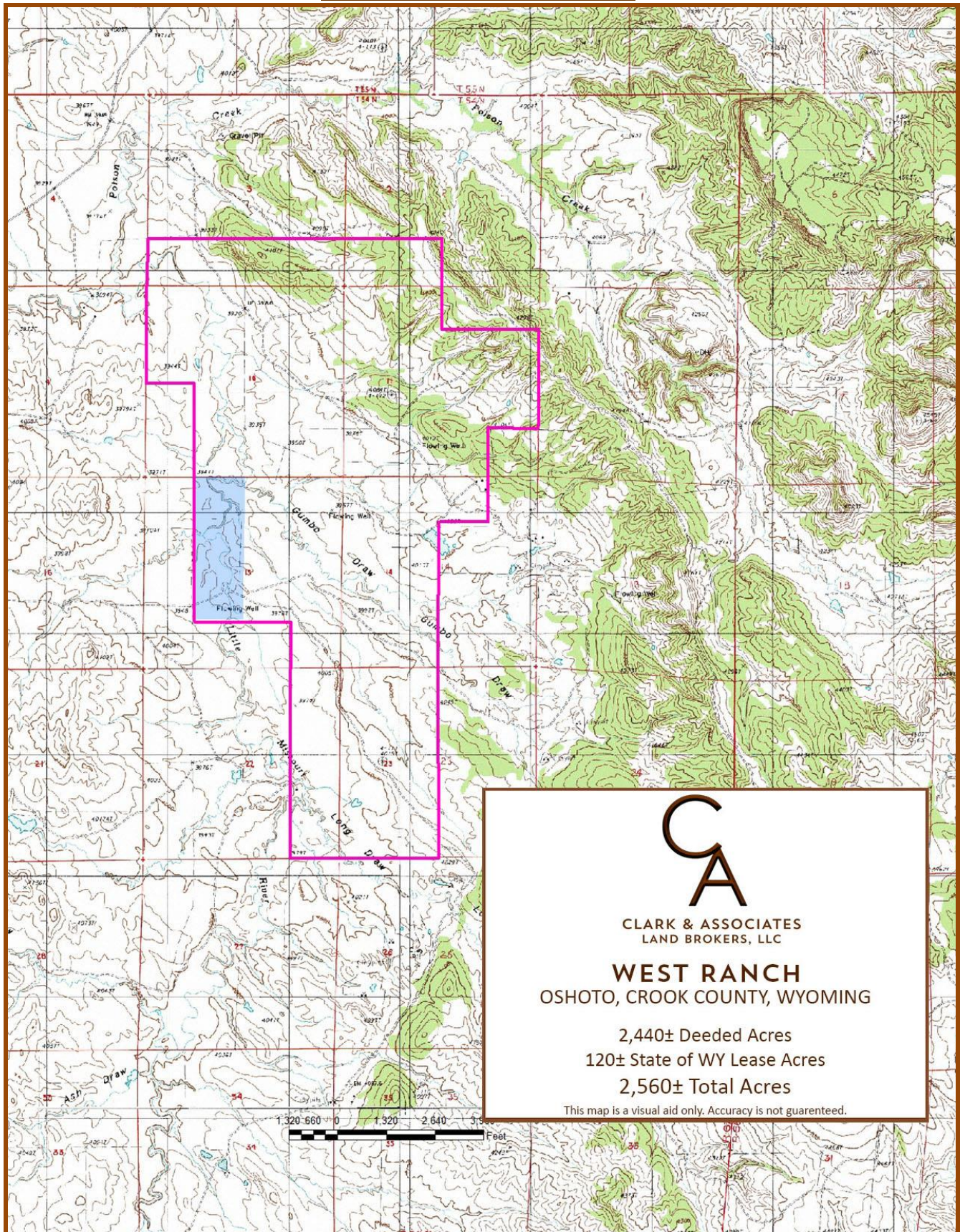
Notice to Buyers: Wyoming Real Estate Law requires that the listing Broker and all licensees with the listing Broker make a full disclosure, in all real estate transactions, of whom they are agents and represent in that transaction. All prospective buyers must read, review and sign a Real Estate Brokerage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

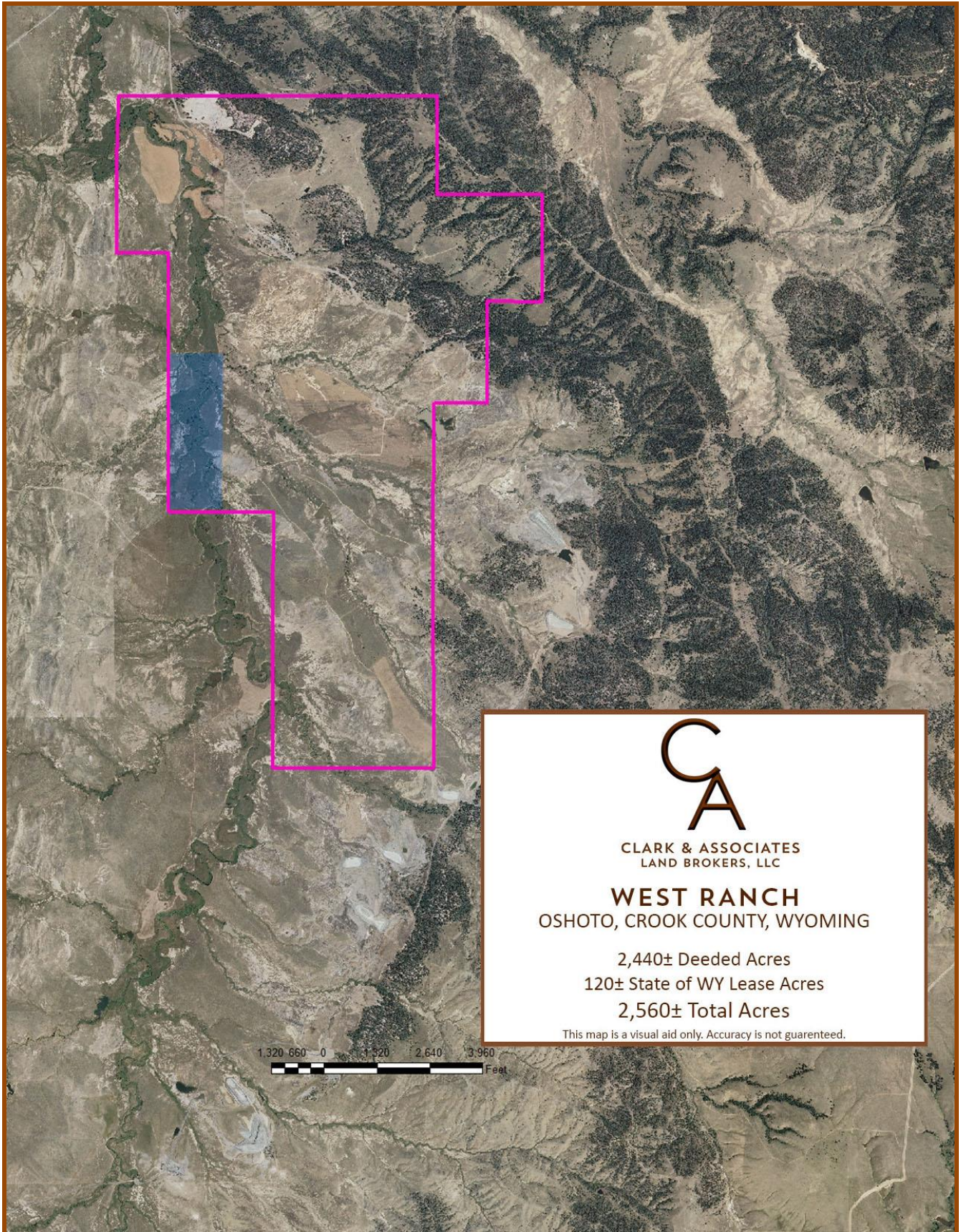


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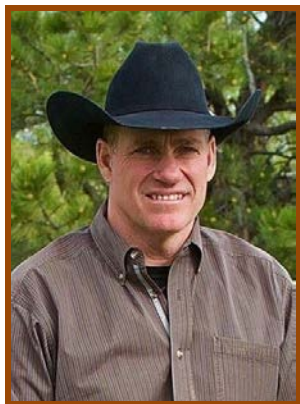
WEST RANCH TOPO MAP



WEST RANCH ORTHO MAP



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



Mark McNamee - Associate
Broker/Auctioneer/Owner

(307) 760-9510

mcnamee@clarklandbrokers.com

Licensed in WY, MT, SD & NE

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 Trabling 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.

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 _____