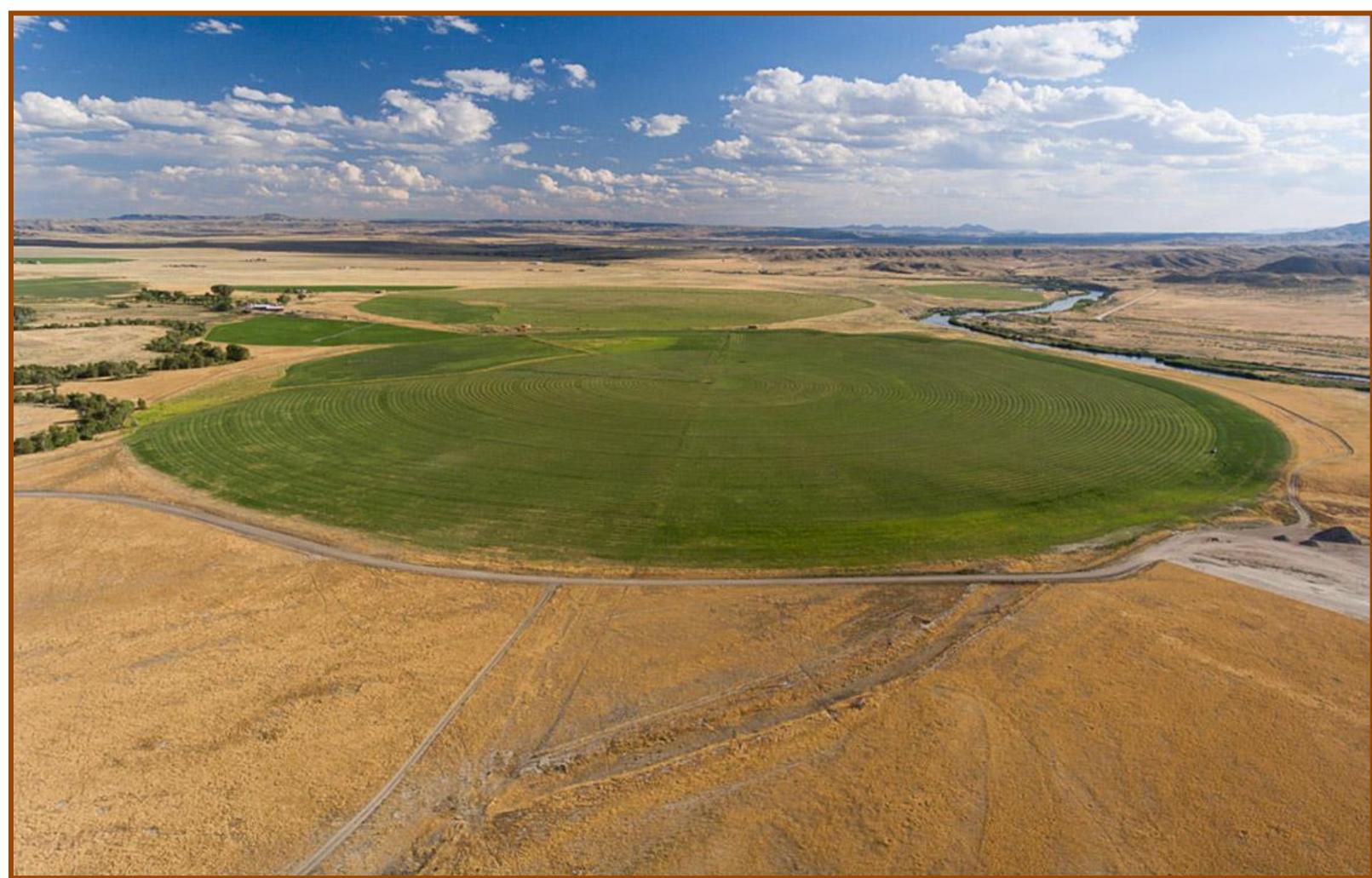




**CLARK & ASSOCIATES  
LAND BROKERS, LLC**

Specializing in Farm, Ranch, Recreational & Auction Properties

*Proudly Presents*



***OPEN AT FARM***  
***Casper, Natrona County, Wyoming***

*The Open AT Farm is a turn-key hay farm, cattle operation and gravel pit all bordered by the North Platte River.*

## LOCATION & ACCESS

The Open AT Farm is located approximately 20 miles southwest of Casper, Wyoming. There is year-round access from paved Wyoming Highway 220 leading to the private driveway. To access the farm from Casper, travel west on Highway 220 for 19 miles. The destination is on your right at 16550 State Highway 220.

Several towns and cities in proximity to the property include:

- |   |                     |
|---|---------------------|
| • Laramie, Wyoming (population 30,816)        | 129 miles south     |
| • Cheyenne, Wyoming (population 59,466)       | 199 miles southeast |
| • Casper, Wyoming (population 59,628)         | 20 miles northeast  |
| • Glenrock, Wyoming (population 2,591)        | 45 miles northeast  |
| • Rawlins, Wyoming (population 8,858)         | 97 miles south      |
| • Fort Collins, Colorado (population 143,986) | 193 miles southeast |
| • Denver, Colorado (population 701,621)       | 258 miles southeast |



## SIZE & DESCRIPTION

1,011.74± Acres Deeded

393.95± State of Wyoming Lease

79.93± Acres BLM Lease

**1,515.71± Total Contiguous Acres**

The farm consists of four Zimmatic pivots, flood irrigation, and a gravel pit. The property is fenced with four and five strands of barbed wire. It is cross fenced into six pastures for rotational grazing.

The terrain of the farm consists of irrigated meadows, creek bottom, and over a mile of North Platte River frontage with gentle sloping grass hills. There are mature box-elder, elm, cottonwood and willow trees which provide excellent habitat for the wildlife and winter protection for the livestock. The elevation on the property varies between 5,280 and 5,320 feet above sea level.

There are approximately 465 acres of irrigated hay ground on two full and two half pivots with an additional 80± acres being irrigated via flood and gated-pipe irrigation. The 2018 production was 1,350 tons. The 1<sup>st</sup> cutting for 2019 has produced 644 tons and they are currently on the 2<sup>nd</sup> cutting. The farm has historically produced three cuttings of hay. The after-feed is left for fall and winter grazing.

- Pivot one – 180 acres, 10 towers, built in 2009, updated mother board 2017.
- Pivot two – 150 acres, 8 towers, built in 2005, new control panel with field net capability added in 2017.
- Half pivot – 32 acres, 5 towers, built October 2016
- Half pivot – 23 acres, 4 towers, built June 2016
- Flood irrigation with gated pipe – 80 acres on two fields



## LEASE INFORMATION

There are approximately 393.97 State of Wyoming Lease acres and 79.97 Bureau of Land Management leases acres with the Open AT Farm.

State of Wyoming leases are renewable every ten years with an annual payment due each year. 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. You may contact the Wyoming Office of State Lands for further information at (307) 777-7333.

<b>Allotment Name</b>	<b>Total Acres</b>	<b>Total AUMs</b>	<b>Expiration Date</b>	<b>2018 Costs</b>
GRZ-1-8602	320.00	115	2022	\$733.70
GRZ-1-8603	73.97	14	2022	\$89.32

BLM leases are renewable every ten years and are assessed \$1.35 per AUM for 2019. You may call the Casper BLM office at (307) 261-7600 for further information. The BLM lease for the ranch is as follows:

<b>Allotment Name</b>	<b>Allotment Number</b>	<b>Total Acres</b>	<b>Total AUMs</b>	<b>Expiration Date</b>	<b>2019 Costs</b>
Bates Creek 4	31001	79.93	10	2025	\$13.50

## WATER RESOURCES

- One domestic well
- Two irrigation wells
- North Platte River frontage and water rights
- Bates Creek – territorial (2<sup>nd</sup>) water rights from the Bowie ditch



## CARRYING CAPACITY / RANCH OPERATIONS

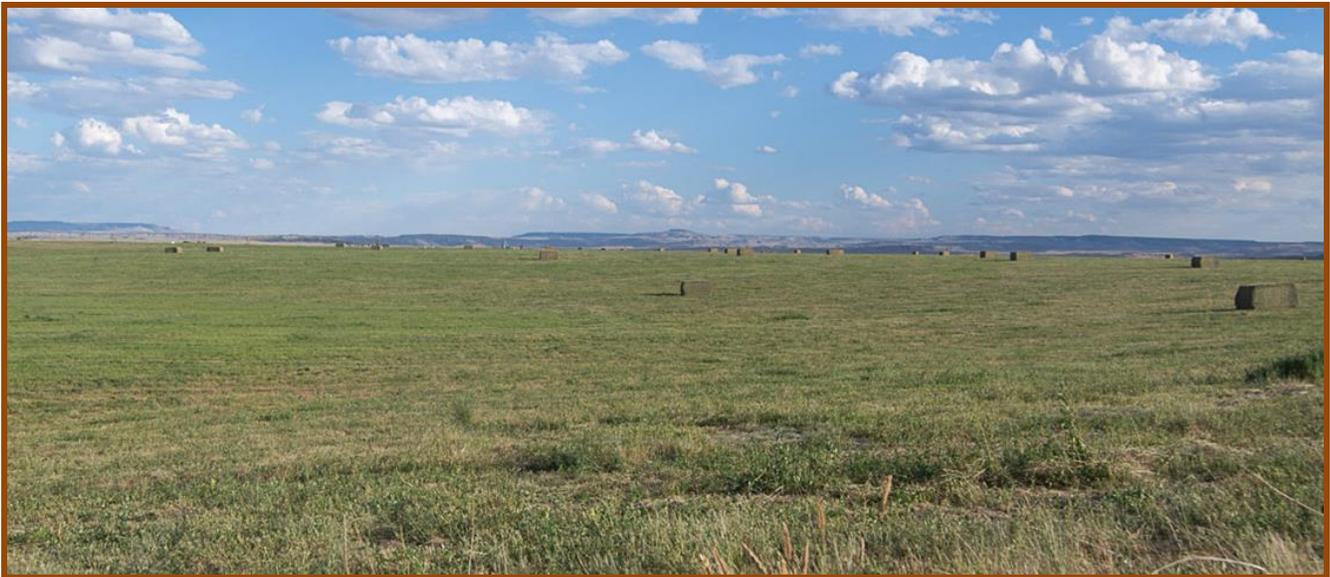
The Open AT Farm has historically run 400 cows for six months from November through April. The grass is a combination of crested wheat and intermediate wheat along with a variety of hard grass species, rich in protein content. There is approximately one mile of riparian area along Bates Creek that is also used for grazing. The ranch is cross-fenced into six pastures for flexible management and efficient grazing rotation. Most fences are five strands of barbed wire with steel posts and are in good condition.

The irrigated pivots are planted to alfalfa and grass hay and produce approximately four tons of high-quality alfalfa-grass hay per acre annually with three cuttings and regrowth for winter grazing. Three livestock markets in proximity to this ranch are Torrington, Riverton, and Worland.

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

Gravel Pit – There is an existing three year lease on the gravel pit that expires February 2022 and generates approximately \$50,000 annually.

Private boat launch – rented to a private lodge for \$1,500 annually.



## SOILS

- Haverdad-Clarkelen complex, 0 to 3 percent slopes - 10.3%
- Keyner-Absted-Slickspots complex, 0 to 6 percent slopes - 7.6%
- Cambria-Zigweid complex, 2 to 15 percent slopes - 13.9%
- Cambria sandy clay loam, 0 to 6 percent slopes - 8.6%
- Hiland sandy loam, 0 to 6 percent slopes - 18.6%
- Vonalee-Hiland complex, 3 to 15 percent slopes - 10.8%
- Haverdad-Clarkelen complex, saline, 0 to 3 percent slopes - 19.3%
- Water - 1.7%

## IMPROVEMENTS

Improvements on the Open AT Farm include the following:

- 2,706 sq. ft. ranch-style home: three-bedroom, two bath home
- Bunk house: one bedroom, one bath
- 2,304 sq. ft. original ranch home which has been vacant for a few years
- 75'x55' shop, built in 1981
- 80'x40' calving/horse barn, built in 1985
- Pipe and continuous-panel roping arena





## UTILITIES

- Electricity – High Plains Electric/\$5,555 annually for homes, shop and barn
- Irrigation costs – \$22,682 annually
- Gas/Propane – Blakeman Propane/\$3,379 annually
- Communications – cell coverage is available, Century Link land line
- Water – one domestic well
- Sewer – Private septic
- Television – Satellite TV
- Garbage – Shirk Sanitation/\$57 per month

## REAL ESTATE TAXES

According to the Natrona County Assessor's records, the real estate taxes for the Open AT Farm are approximately \$6,691.24 annually.

## MINERAL RIGHTS

Any and all mineral rights, if any, associated with the ranch will transfer to Buyer at day of closing.



## RECREATION & WILDLIFE

If uncrowded waters teeming with blue ribbon trout is the stuff of your dreams, look no further than Casper. Named the **#1 Big Fish Destination** by *American Angler Magazine*, Casper is widely considered to be Wyoming's top fishing spot by anglers around the world. It's the perfect place to find the fishing experience of a lifetime — be it along the famed Miracle Mile stretch of the North Platte River or among the hustle and bustle of our urban core. And while the North Platte waters are renowned, Casper also offers two nearby reservoirs for year-round fishing opportunities. If you're looking to find big fish and lots of 'em, grab your rod and head to Casper. From the website and for more information, please visit, <https://visitcasper.com/things-to-do/fish/>.

Other wildlife found on the Open AT Farm includes mule deer, antelope, white-tail deer water fowl and turkey.



## 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](http://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.

The Open AT Farm is within minutes to schools which include the following:

- 9 miles to Rock Creek Elementary School
- 10 miles to Alcova Elementary School
- Higher level school attendance is located in Casper, including Casper College.

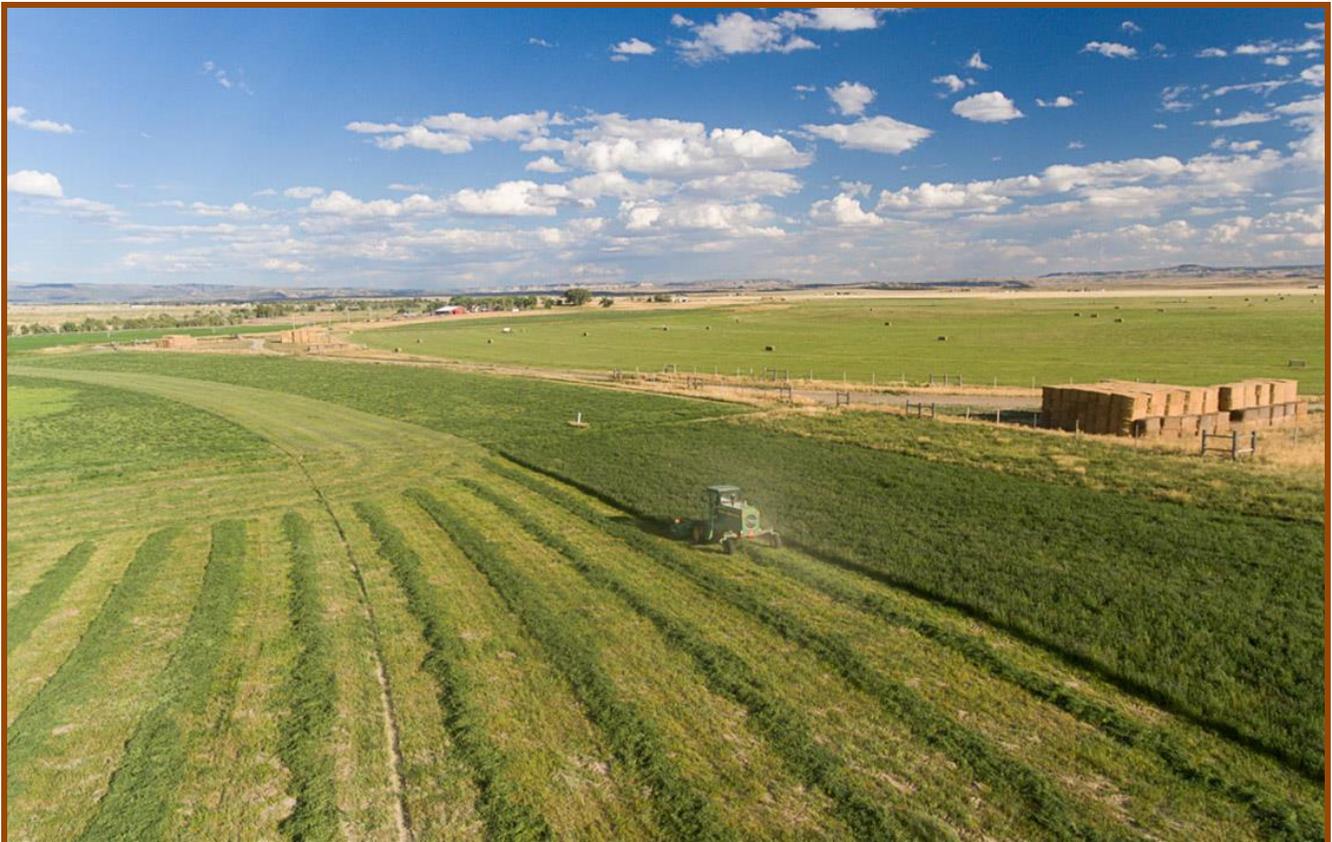


## AIRPORT INFORMATION

Commercial airline service is available at Casper, Wyoming; and Denver, Colorado. The following is information on each of these airports:

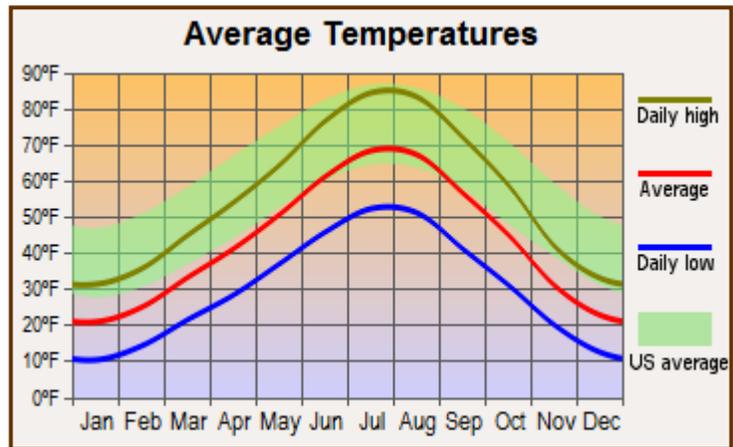
**Casper, Wyoming:** Delta and United provide daily air service with connections to Denver, and Salt Lake City, Utah, while Allegiant provides service to select locations from the Natrona County International Airport. This airport also has charter flights and rental cars available. For more information, please visit <http://iflycasper.com>. Complete aeronautical information can be found at <http://www.airnav.com/airport/CPR>.

**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](http://www.flydenver.com).



## 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](http://www.city-data.com).



## STATE OF WYOMING

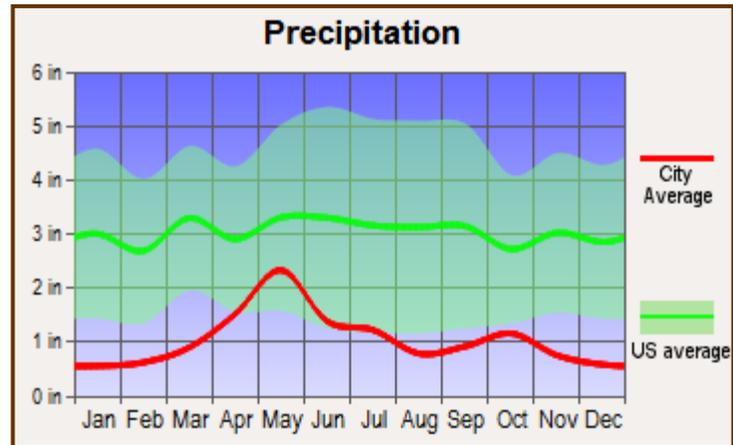
Wyoming is a state that offers an incredible diversity of activities, geography, climate, and history. Just a territory in 1869, Wyoming became the 44th state in 1890. The state's population is 563,626, and provides a variety of opportunities and advantages for persons wishing to establish residency.

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.



## OFFERING PRICE

**\$3,000,000**

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 \$225,000 (Two Hundred Twenty- 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.



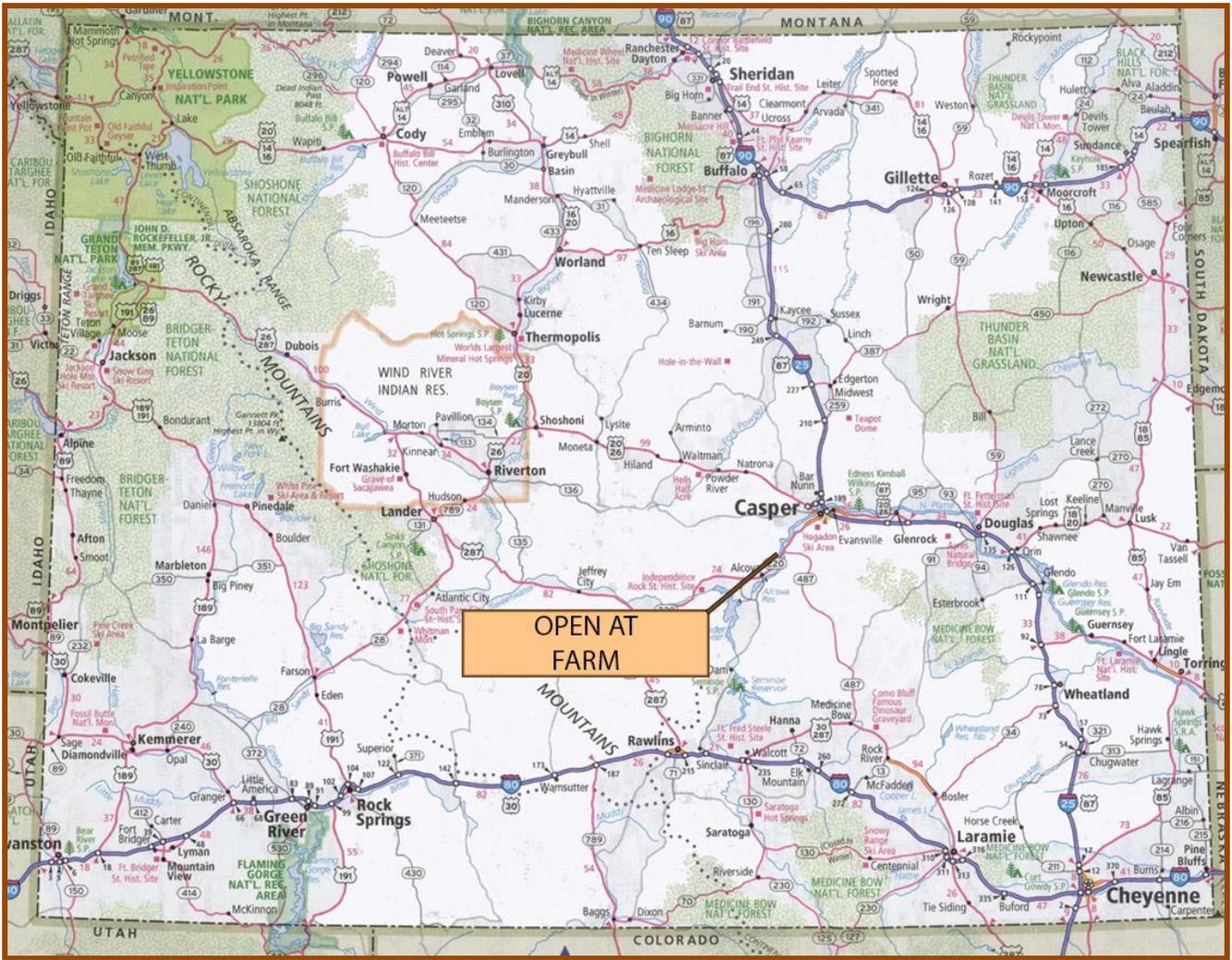
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Clark & Associates Land Brokers, LLC is pleased to have been selected as the Exclusive Agent for the Seller of this outstanding offering. All information has been obtained from sources deemed reliable by Clark & Associates Land Brokers, LLC; however, the accuracy of this information is not guaranteed or warranted by 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.**

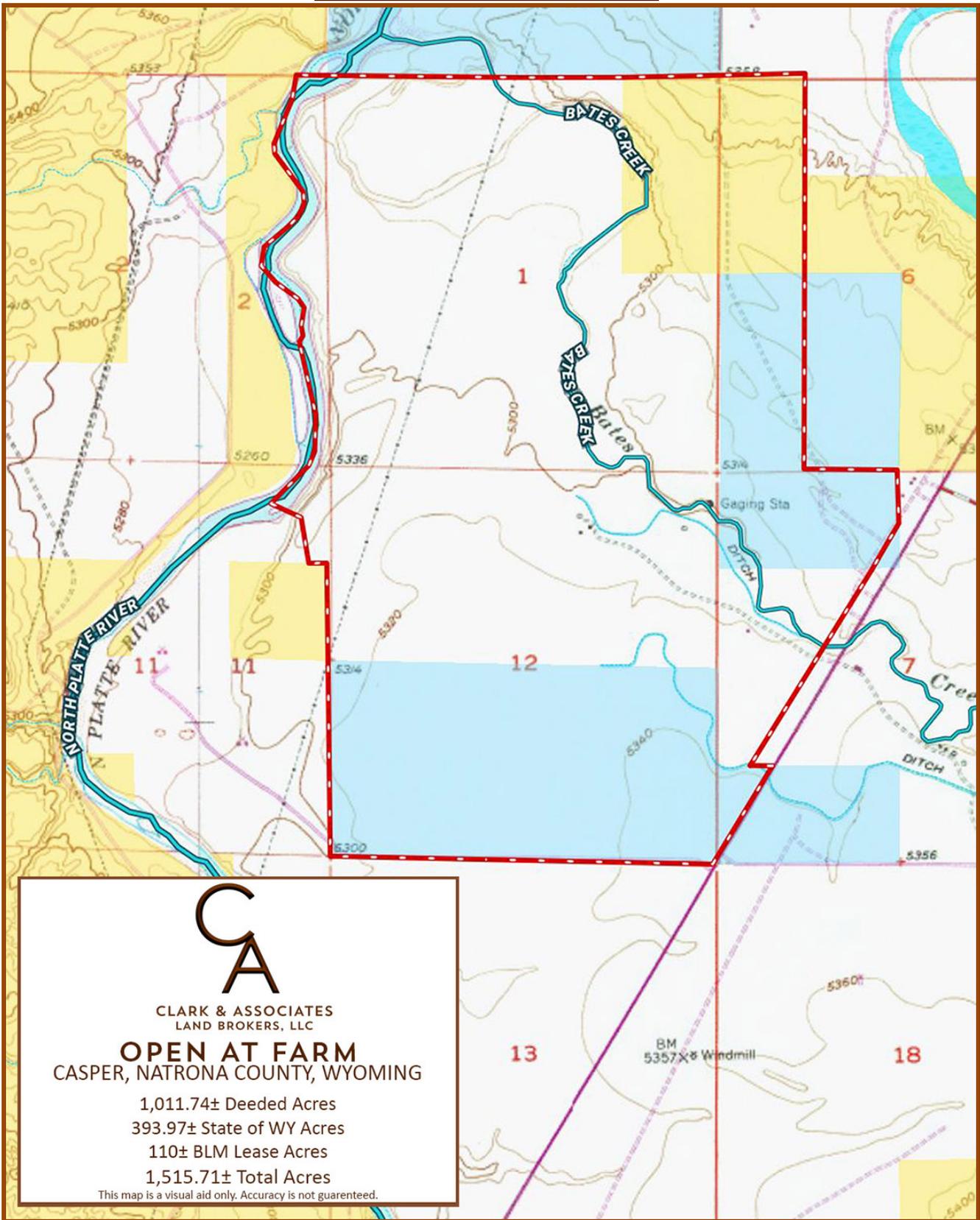
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# STATE LOCATION MAP

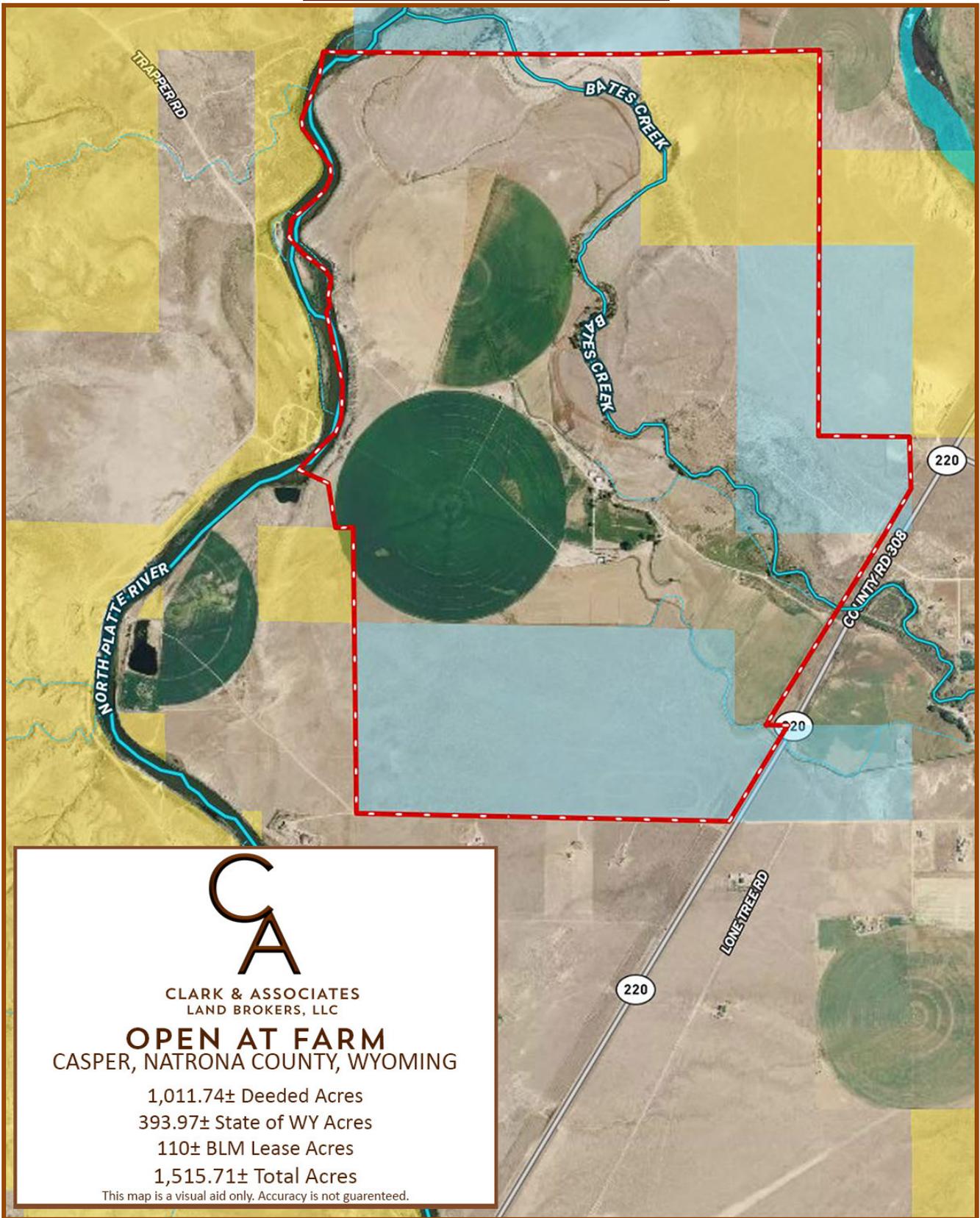


## NOTES

OPEN AT FARM TOPO MAP



OPEN AT FARM ORTHO MAP



# JR Barnes Consulting, LLC

502 Dayshia Lane  
Cheyenne, WY 82007  
307-630-8982  
[dtmjohn@bresnan.net](mailto:dtmjohn@bresnan.net)

June 23, 2019

Mr. Cory Clark  
Clark & Associates Land Brokers  
PO Box 47  
Lusk, WY 82225

Re: Water Rights Search: Open AT Farm- Lot 2-4: SW NE: S1/2 NW: S1/2: 1-31-82; PT E1/2: (LYING E OF CL NORTH PLATTE RIVER) 2-21-82; PT NENE: 11-31-82; N1/2 12-31-82; PT LOT 2&3: PT SE NW: W OF HWY 7-31-81, consisting of 1,011.74+/- deeded acres, 393.97+/- State and 79.93+/- BLM lease acres for 1,485.64+/- total acres.

Dear Mr. Clark,

A search of the State Engineer's Office e-permit system was conducted and the records were checked against the original records in the State Engineer's Office for the attached land description. The following are the water rights were found in the records for the attached land description:

## SURFACE WATER

### Permit No. Territorial, T3457D

Bowie No. 1 Ditch, Priority Date: August 9, 1886. Certificate Record No. 86, Page 12, Order Record No. 63, Page 452, Proof No. 3457. Source: Bates Creek, trib North Platte River. This permit is for original supply irrigation along with 0.5 cfs for stock use for the following lands:

#### T31N, 81W Resurvey

Section 7	NWNW (Lot 1)	0.90 acres
	SWNW (Lot 2)	22.20 acres
	NWSW (Lot 3)	25.00 acres

#### T31N, R82W Resurvey

Section 1	SWNE	1.90 acres
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	SWNW	19.80 acres
	SWNW	26.10 acres
	NESW	36.60 acres
	NWSW	31.20 acres
	SWSW	0.50 acres
	SESW	36.50 acres
	NWSE	11.10 acres
	SWSE	19.60 acres
Section 12	NENE	25.20 acres
	NWNE	35.60 acres
	SWNE	7.20 acres
	SENE	27.50 acres
	NENW	34.60 acres
	NWNW	0.40 acres
	SWNE	21.10 acres
	SENW	36.00 acres
	<u>NESE</u>	<u>8.10 acres</u>
	TOTAL	427.10 acres (6.10 cfs)

**Permit No. Territorial T59D**

Bowie No. 2 Ditch, Priority Date: February 1, 1888. Certificate Record No. 86, Page 13, Order Record No. 63, Page 452, Proof No. 59. This is for original supply irrigation plus 0.13 cfs for stock use for the following lands:

T31N, R82W

Section 1	NESW	3.50 acres
	NWSW	8.30 acres
	SWSW	17.50 acres
	SESW	3.20 acres
Section 12	NENW	5.00 acres
	NWNW	36.20 acres
	<u>SWNW</u>	<u>6.30 acres</u>
	TOTAL	80.00 acres (1.14 cfs)

**Permit No. 21233D**

Pump Pipe Line and Pump Ditch, Priority Date: June 10, 1953. Certificate Record No.86, Page 14, Order Record No. 63, Page 452, Proof No. 25931. Source: North Platte River.

This is for supplemental supply for lands having original supply under the Bowie No. 1 Ditch, Territorial.

T31N, R82W

Section 12	NWNE	2.80 acres
	SWNE	6.50 acres
	NENW	7.80 acres
	NWNW	0.40 acres
	SWNW	21.10 acres
	SENW	36.00 acres

This is also for supplemental supply for lands having original supply under the Bowie No. 2 Ditch, Territorial.

T31N, R82W

Section 1	NESW	3.50 acres
	NWSW	8.30 acres
	SWSW	17.50 acres
	SESW	3.20 acres
Section 12	NENW	5.00 acres
	NWNW	36.20 acres
	SWNW	6.30 acres

**Permit No. 543E**

Enlarged Bowie No. 1 Ditch, Priority Date: June 12, 1900. Certificate Record No. 63, Page 224, Order Record No. 12, Page 570, Proof No. 25184. Source: Bates Creek, trib North Platte River. This permit is for original supply irrigation to the following lands:

T31N, R82W

Section 12	SWNE	13.00 acres
	<u>SENE</u>	<u>8.00 acres</u>
	TOTAL	21.00 acres (0.30 cfs)

**Permit No. 5729E**

Enlarged Bowie No.1 Ditch, Priority Date: March 24, 1952. Certificate Record No. 86, Page 16, Order Record No. 63, Page 452, Proof No.25944. Source: Bates Creek, trib North Platte River. This enlargement is for original supply irrigation for the following lands:

T31N, R82W

Section 1	NWNE (Lot 2)	18.00 acres
	SWNE	28.60 acres
	NENW (Lot 3)	33.40 acres
	NWNW (Lot4)	29.90 acres
	SWNW	17.70 acres
	SEnw	12.40 acres
	SWSW	16.20 acres
Section 12	SWNE	2.10 acres
	NWNW	3.80 acres
	SWNW	12.60 acres
	SEnw	2.30 acres
	TOTAL	177.00 acres (2.52 cfs)

**Permit No. 5876E**

Enlarged Pump Pipe Line and Pump Ditch, Priority Date: March 9, 1956. Certificate Record No.86, Page 15, Order Record No. 63, Page 452, Proof No. 25932. Source: North Platte River. This enlargement is for original supply irrigation to the following lands:

T31N, R82W

Section 1	NWSW	1.00 acres
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And supplemental supply to the following lands having original supply from the Bowie No.1 Ditch, Territorial.

T31N, R82W

Section 1	NESW	10.20 acres
	SESW	12.90 acres
	NWSE	0.30 acres
	SWSE	0.40 acres

Section 12	NWNE	10.00 acres
	NENW	8.80 acres

## GROUNDWATER

### Permit No. UW 111471

Drake L & L No. 1 Well, Priority Date: July 1, 1998. Certificate Record No. UW 12, Page 350, Order Record No. 62, Page 117, Proof No. UW 4901. Source: Groundwater. This permit is for original supply irrigation at 500 gpm for the following lands:

#### T31N, R82W

Section 1	NESW	3.50 acres
	NWSW	8.30 acres
	SESW	3.50 acres
	SWSE	0.90 acres
Section 12	<u>NESE</u>	<u>3.10 acres</u>
	TOTAL	19.30 acres

And additional supply for lands having original supply under the Bowie No. 1 Ditch, Territorial, and having supplemental supply under the Pump Pipe Line and Pump Ditch, P21344D and additional supply under the Drake L & L No. 2 Well, P UW 111472:

#### T31N, R82W

Section 1	SWNE	1.90 acres
	SWNW	18.00 acres
	SENW	26.10 acres
	NESW	26.40 acres
	NWSW	31.20 acres
	NWSE	13.60 acres

And additional supply for lands having original supply under the Bowie No. 1 Ditch and supplemental supply from the Enlarged Pump Pipe Line and Pump Ditch, P5876E and additional supply from the Drake L & L No. 2 Well P UW111472.

T31N, R82W

Section 1	NESW	10.20 acres
	SESW	13.30 acres
	NWSE	0.40 acres

And additional supply for lands having original supply from the Enlarged Pump Pipe Line and Pump, P5876E, and additional supply under the Drake L & L No. 2 Well, P UW 111472.

T31N, R82W

Section 1	SWSE	18.70 acres
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And additional supply to land having original supply through the Bowie No. 1 Ditch, Territorial, and additional supply under the Drake L & L No. 2 Well, P UW111472.

T31N, R82W

Section 1	SESW	19.70 acres
Section 12	NENW	4.90 acres

**Permit No. UW 111472**

Drake L & L No. 2 Well, Priority Date: July 1, 1998. Certificate Record No. UW 12, Page 351, Order Record No. 62, Page 117 Proof No. UW 4902. Source: Groundwater. This permit is for additional supply irrigation as follows:

And additional supply for lands having original supply under the Bowie No. 1 Ditch, Territorial, and having supplemental supply under the Pump Pipe Line and Pump Ditch, P21233D and additional supply from the Drake L & L No. 1 Well. P UW 111471:

T31N, R82W

Section 1	SWNE	1.90 acres
	SWNW	18.00 acres
	SESW	26.10 acres
	NESW	26.40 acres
	NWSW	31.20 acres
	NWSE	13.60 acres

And additional supply for lands having original supply under the Bowie No. 1 Ditch and supplemental supply from the Enlarged Pump Pipe Line and Pump Ditch, P5876E and additional supply from the Drake L & L No. 1 Well P UW111471.

T31N, R82W

Section 1	NESW	10.20 acres
	SESW	13.30 acres
	NWSE	0.40 acres

And additional supply for lands having original supply from the Enlarged Pump Pipe Line and Pump, P5876E, and additional supply under the Drake L & L No. 1 Well, P UW 111471.

T31N, R82W

Section 1	SWSE	18.70 acres
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And additional supply to land having original supply through the Bowie No. 1 Ditch, Territorial, and additional supply under the Drake L & L No. 1 Well, P UW111471.

T31N, R82W

Section 1	SESW	19.70 acres
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Section 12	NENW	4.90 acres
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And Additional supply for lands having original supply through the Enlarged Bowie No.1 Ditch, P5729E and additional supply under the Drake L & L No. 1 Well, P UW111471.

T31N, R82W

Section 1	SWSW	11.30 acres
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And additional supply for lands having original supply under the Drake L & L No. 1 Well, P UW111471.

T31N, R82W

Section 1	NESW	3.50 acres
	NWSW	8.30 acres
	SESW	3.50 acres

	SWSE	0.90 acres
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Section 12	NESE	3.10 acres
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**Permit No. UW 174489**

Enlarged Drake L & L No. 1 Well, Priority Date: February 14, 2006. Certificate Record No. UW 12, Page 354, Order Record No. 62, Page 117, Proof No. UW 4905. Source: Groundwater. This permit is for additional supply irrigation for the following lands:

Additional supply for lands having original supply through the Bowie No. 1 Ditch, Territorial, and additional supply under the Enlarged Drake L & L No. 2 Well, P UW174490.

T31N, R81W

Section 7	NWNW	0.90 acres
	SWNW	22.20 acres
	NWSW	25.00 acres

T31N, R82W

Section 12	NENE	25.20 acres
	NWNE	35.60 acres
	SENE	27.50 acres
	NENW	4.90 acres

And additional supply for lands having original supply through the Enlarged Bowie No. 1 Ditch, P543E and supplemental supply through the Enlarged Bowie No. 1 Ditch, P5729E and additional supply under the Enlarged Drake L & L No. 2 Well, P UW174490.

T31N, R82W

Section 12	SWNE	3.70 acres
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And additional supply for lands having original supply through the Enlarged Bowie No. 1 Ditch, P543E and additional supply under the Enlarged Drake L & L No. 2 Well, P UW174490.

T31N, R82W

Section 12	SWNE	4.90 acres
	NESE	5.50 acres

**Permit No. UW 174490**

Enlarged Drake L & L No. 2 Well, Priority Date: February 14, 2006. Certificate Record No. UW 12, Page 355, Order Record No. 62, Page 117, Proof No. UW 4906. Source: Groundwater. This permit is for additional supply irrigation for the following lands:

Additional supply for lands having original supply through the Bowie No. 1 Ditch, Territorial, and additional supply under the Enlarged Drake L & L No. 1 Well, P UW174489.

T31N, R81W

Section 7	NWNW	0.90 acres
	SWNW	22.20 acres
	NWSW	25.00 acres

T31N, R82W

Section 12	NENE	25.20 acres
	NWNE	35.60 acres
	SENE	27.50 acres
	NENW	4.90 acres

And additional supply for lands having original supply through the Enlarged Bowie No. 1 Ditch, P543E and supplemental supply through the Enlarged Bowie No. 1 Ditch, P5729E and additional supply under the Enlarged Drake L & L No. 1 Well, P UW174489.

T31N, R82W

Section 12	SWNE	3.70 acres
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And additional supply for lands having original supply through the Enlarged Bowie No. 1 Ditch, P543E and additional supply under the Enlarged Drake L & L No. 1 Well, P UW174489.

T31N, R82W

Section 12	SWNE	4.90 acres
	NESE	5.50 acres

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



**Cory Clark**  
Broker/Owner,  
REALTOR®

Cell: 307-351-9556

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## Clark & Associates Land Brokers, LLC

Specializing in Farm, Ranch, Recreational & Auction Properties

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### 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

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### **Jon Keil - Associate Broker**

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### **Ken Weekes - Sales Associate**

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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 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 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 \_\_\_\_\_