

CLARK & ASSOCIATES LAND BROKERS, LLC

Specializing in Farm, Ranch, Recreational & Auction Properties

Proudly Presents



CANYON CREEK EQUESTRIAN FACILITY

Laramie, Albany, Wyoming

The Canyon Creek Equestrian Facility consists of 43± deeded acres and is a great combination of an equine facility and residence close to Laramie, Wyoming.

LOCATION & ACCESS

The Canyon Creek Equestrian Facility is located approximately six miles south of Laramie, Wyoming. There is year-round access from a paved road to the driveway of the property. To access the facility from Laramie, travel south on US Hwy 287 for 4.1 miles and turn left on Howe Road, travel three miles and the property is on the left at 4271 Howe Road.

Several towns and cities in proximity to the property include:

•	Laramie, Wyoming (population 30,816)	6 miles north
•	Cheyenne, Wyoming (population 59, 466)	53 miles east
•	Fort Collins, Colorado (population 143,986)	65 miles south
•	Denver, Colorado (population 3,277,309)	129 miles south
•	Casper, Wyoming (population 701,621)	153 miles north



SIZE & DESCRIPTION

43 ± deeded acres

This 43± acre property offers an excellent opportunity to have country acreage near town with paved road access and a modern indoor horse arena. The perimeter of the property is fenced with three and four strands of barbed and smooth wire. Improvements on the property include a home with a finished basement, 2-car garage, shop, indoor arena, horse stalls with runs, and hay storage. Attached to the indoor arena are several sets of welded pipe pens for livestock. This equine facility is turnkey ready.



WATER RESOURCES

One domestic well. Depth and GPM will be forthcoming

REAL ESTATE TAXES

According to the Albany County Assessor's records, the real estate taxes for the Canyon Creek Equestrian Facility Ranch are approximately \$6,204 annually.

MINERAL RIGHTS

The mineral rights will not transfer with the sale of the property.

UTILITIES

Electricity – Rocky Mountain Power

Gas/Propane – Onsite propane tank.

Communications – All of the major wireless providers.

Water – Private Well

Sewer – Private Septic

IMPROVEMENTS

The home consists of the follow features:



Main Level

- 1996, 2,264 sq. ft. ranch-style brick house with large cathedral ceilings in the living room and an open floor plan encased with windows for additional light and views.
- A gas fireplace is placed in the living room to heat the open space.
- Large kitchen with an island with a cook top, double ovens and a sliding glass door is the exit to a wooden deck in the backyard.
- Three bedrooms, 2½ bathrooms.
- Including the master suite with walk-in closet, dual vanity, jetted tub, and shower.
- Two car garage with automatic garage door openers.
- Sprinkler system.
- Hot water radiant heat.

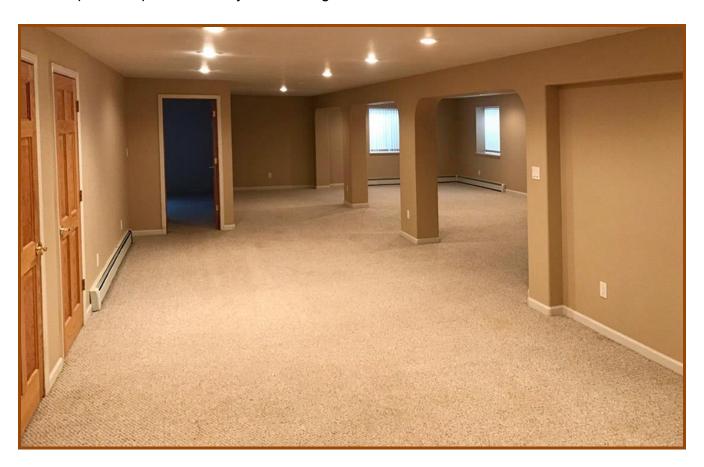






Basement

- 1,780 sq. ft. finished basement with a large family room, one bedroom, an office/den and a full bathroom.
- Open floor plan with many recessed lights.



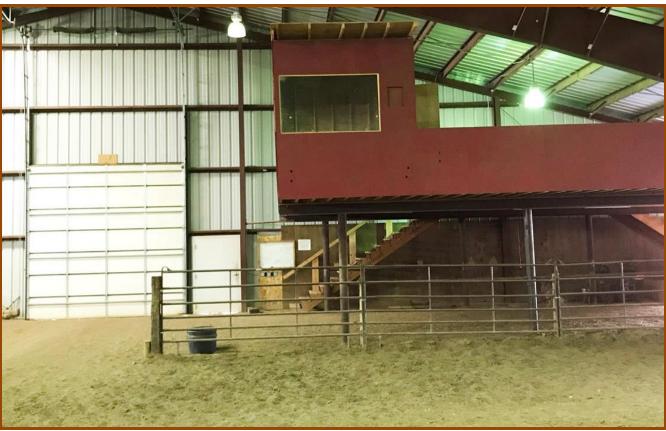
The Indoor arena consists of the following:

- 151'x241' (36,391 sq. ft.) Built in 2009 with steel beam frames and metal roofing/siding.
- Upgraded rain gutters with snow melt protectors are in place for Wyoming winters.
- Exterior lights are placed on each side of the arena.
- The arena was built with a Priefert cattle return alley, striping chute and roping chute.
- Custom-built welded roping boxes.
- Eight Priefert 12'x14' horse stalls with wooden bridge plank floors.
- Welded pipe runs and automatic waters.
- 17'x33' finished office with heat and a bathroom in the arena.
- Observation deck and crow's nest in the arena.
- Covered hay storage area.
- Three additional pipe welded livestock pens outside of the arena.









Additional Improvements:

- 2001, 1,715 sq. ft. metal shop with concrete floors, three (3) bay garage doors with openers, insulated with forced air heat.
- 17'x49' Open faced lean-to.



COMMUNITY AMENITIES

From the Wyoming Tourism website <u>travelwyoming.com</u> Laramie, is an eclectic town comprised of an exciting combination of college-town vibrancy, Western history and lore, and epic outdoor adventure. Whether you're stopping by for a University of Wyoming football game, spending the day shopping downtown, visiting one of the many renowned museums, or simply coming in for a taste of local culture, Laramie promises a memorable getaway for the whole family. In 2011, Laramie was named as one of the best cities in which to retire by Money Magazine.

Home of the University of Wyoming, the American Heritage Center, the Wyoming Territorial Prison State Historic Site and so much more, Laramie has an abundance of attractions to keep the entire family captivated. This town is also a popular destination among outdoor enthusiasts offering a wide range of outdoor activities from fishing, camping, skiing, snowmobiling, biking and a beautiful mountain range to explore. With close proximity to Vedauwoo Recreation Area and the Snowy Range Mountains, Laramie is an outdoor adventurer's dream. Spend the day in the mountains and enjoy the evening in Laramie's downtown grabbing an award-winning microbrew or eat at one of the 34 restaurants located there.

AIRPORT INFORMATION

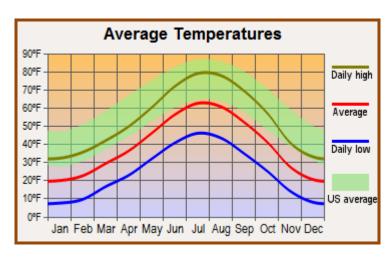
Commercial airline service is available at Laramie and Cheyenne, Wyoming and Denver, Colorado. The following is information on each of these airports:

- **Laramie**, **Wyoming**: United Express Airlines operates flights daily from Laramie to Denver International Airport. For more information, visit http://www.laramieairport.com.
- **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

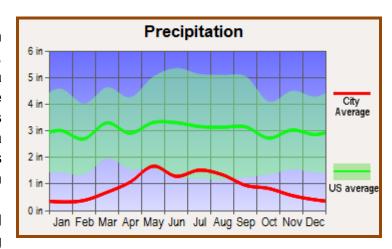
According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Laramie, Wyoming area is approximately 11.42 inches including 47.1 inches of snow fall. The average high temperature in January is 35 degrees, while the low is 10 degrees. The average high temperature in July is 82 degrees, while the low is 48 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's state in The population is 563,629 and provides a variety of opportunities and advantages persons for 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

Price Reduced to \$999,000

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 \$60,000 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.

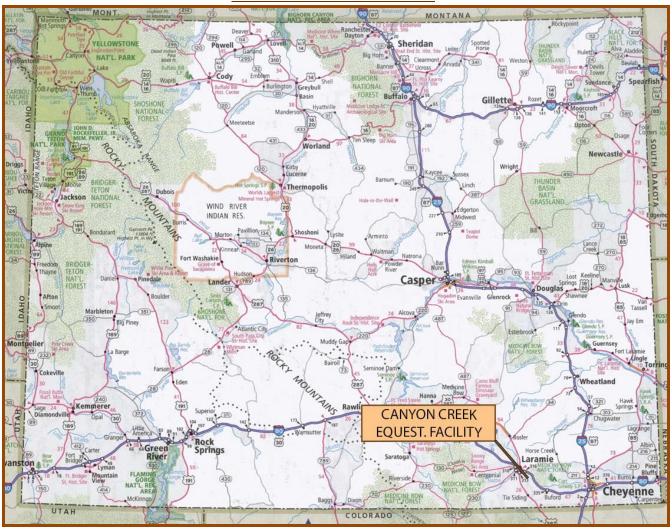
Boundaries shown on accompanying maps are approximate based on the legal description and may not indicate a survey. Maps are not to scale and are for visual aid only. Their accuracy is not guaranteed.



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.

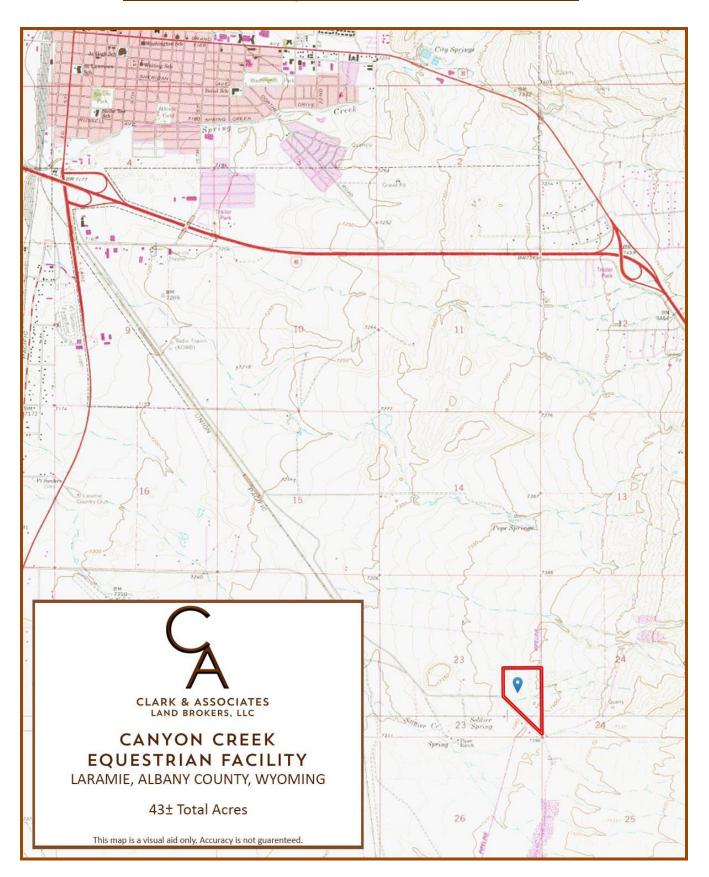
Notice to Buyers: Wyoming Real Estate Law requires that the listing Broker and all licensees with the listing Broker make a full disclosure, in all real estate transactions, of whom they are agents and represent in that transaction. All prospective buyers must read, review and sign a Real Estate Brokerage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

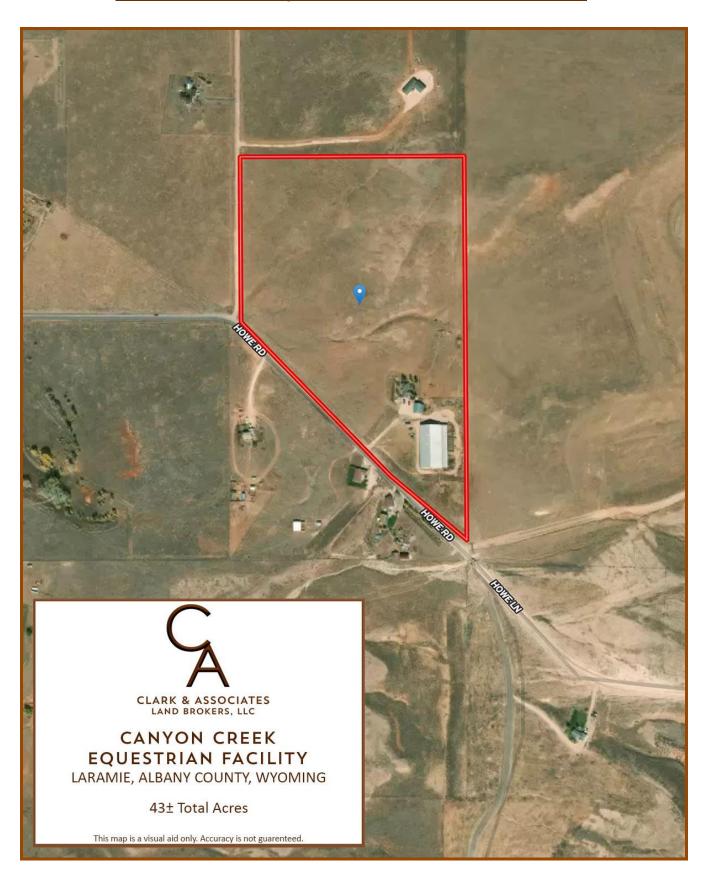


NOTES

CANYON CREEK EQUESTRIAN FACILITY TOPO MAP



CANYON CREEK EQUESTRIAN FACILITY ORTHO MAP



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



Mark McNamee Associate Broker/Owner, REALTOR®

Mobile (307) 760-9510

mcnamee@clarklandbrokers.com

Licensed in WY, MT, SD, NE



Jason Watts Sales Associate, REALTOR®

Cell: (307)620-0440

watts@clarklandbrokers.com

Licensed in WY & MT

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.