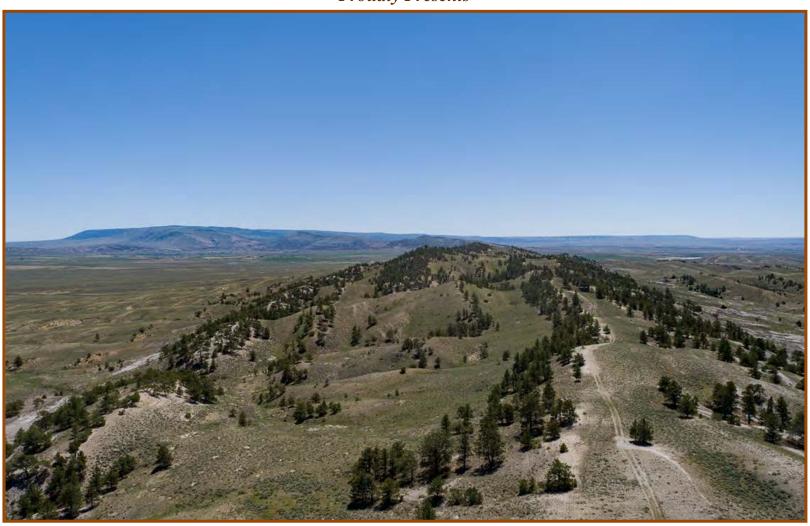


## CLARK & ASSOCIATES LAND BROKERS, LLC

Specializing in Farm, Ranch, Recreational & Auction Properties

## **Proudly Presents**



## OIL MOUNTAIN RANCH

Casper, Natrona County, Wyoming

The historic Oil Mountain Ranch is a highly productive grass ranch located 15 miles west of Casper, Wyoming.

ALL SHOWINGS OF PROPERTIES ARE BY APPOINTMENT ONLY.
CONTACT CLARK AND ASSOCIATES @ 307-334-2025 TO SCHEDULE YOUR SHOWING.

#### **LOCATION & ACCESS**

The Oil Mountain Ranch is located approximately 15 miles west of Casper, Wyoming. To access this parcel from the intersection of U.S. Highway 20/26 and West Zero Road in Casper, travel west on West Zero Road approximately 6.5 miles, the road becomes Poison Spider Road and travel approximately five miles to the access road on the right. The following are several towns and cities that are in close proximity to and are easily accessible from the ranch:

Casper, Wyoming (population 55,316)
Laramie, Wyoming (population 30,816)
Riverton, Wyoming (population 10,615)
Torrington, Wyoming (population 6,501)
Rapid City, South Dakota (population 67,956)
Scottsbluff, Nebraska (population 15,039)
Cheyenne, Wyoming (population 59,466)
Billings, Montana (population 104,170)
Denver, Colorado (population 705,576)

15 miles east
157 miles southeast
117 miles west
161 miles southeast
178 miles northeast
190 miles southeast
197 miles southeast
289 miles northwest
291 miles south



#### SIZE & DESCRIPTION

4,275.23± Deeded Acres of Land
789± Acres State of Wyoming Lease Acres
655± Acres BLM Lease Acres
5,719.23± Total Acres

The Oil Mountain Ranch is made up of diverse topography. The varied terrain provides a range of vegetation as well as natural draws and ravines that offer protection to livestock and wildlife. In addition, this low overhead, year-round cattle ranch has majestic views of Casper Mountain from almost any place on the ranch.

The topography of the ranch is rolling hills with native grass vegetation. This easily-accessible property can be used as a year-round pasture or seasonally depending on the needs of the owner. The land is contiguous with a good perimeter fence and interior fences.



#### MINERAL RIGHTS

None. All mineral rights will be retained by the owner; however, should a prospective buyer wish to have any and all minerals associated with the subject property transferred to buyer at day of closing, the listing price of the subject property will be \$4,000,000. A recent appraisal of the mineral rights valuation has been completed.

#### LEASE INFORMATION

There is a State of Wyoming grazing lease and Bureau of Land Management (BLM) lease associated with this property. Upon approval of the appropriate agency, these leases will be transferred to the new owners.

That portion of State of Wyoming lease number 1-7912 associated with the Oil Mountain Ranch consists of 789± acres, and expires in 2030. State of Wyoming leases are renewable every ten (10) years with an annual payment due each year. An Animal Unit Month (AUM) is the amount of forage required by one animal unit (cow/calf pair) for one month. The annual payments are assessed per AUM with the cost per AUM varying year to year as determined by the Office of Lands and Investments for the State of Wyoming. Since this portion of the State lease is part of current lease, the total number of AUMs will need to be determined. Contact the Wyoming Office of State Lands and Investments at (307) 777-7331 for further information.

That portion of the Bureau of Land Management lease, known as the Poison Spider allotment, number 10045, that is associated with the Oil Mountain Ranch consists of a total of 655± acres. BLM leases are renewable every ten years, and for 2030, and are currently assessed \$1.35 per AUM per year. Since this portion of the BLM allotment is part of current lease, the total number of AUMs associated with the portion to be included with the Oil Mountain Ranch will need to be determined. You may call the Casper BLM field office at (307) 261-7600 for further information.



#### CARRYING CAPACITY / RANCH OPERATIONS

The Oil Mountain Ranch has been used for year-round grazing as well as seasonally depending on the precipitation and the needs of the current owners. The owners estimate the carrying capacity to be 125 cow/calf pairs with approximately five.

The ranch is located in the heart of cattle country which is known for its high-protein hard grass. Historically, the primary objective is to rotate the livestock in a grazing pattern that maximizes grass utilization. Historically, weaning weights on the Oil Mountain Ranch average 520 pounds on heifer calves with the steers weighing in at slightly more than 550 pounds.

**NOTE:** Carrying capacity can vary due to weather conditions and management practices. Interested parties should conduct their own analysis.



#### **WATER**

Poison Spider Creek flows through the north end of the property for approximately 1 mile. A year-round water source also flows from the south side of Oil Mountain. The Casper Canal runs along the east side of the ranch. Additional water is provided by several reservoirs and springs located throughout the ranch. In the event of a sale, all water rights, permitted and adjudicated to the property shall be transferred to the buyer.

## REAL ESTATE TAXES

The real estate taxes on the Oil Mountain Ranch will be determined by the Natrona County Assessor.





Oil Mountain Ranch
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## **IMPROVEMENTS**

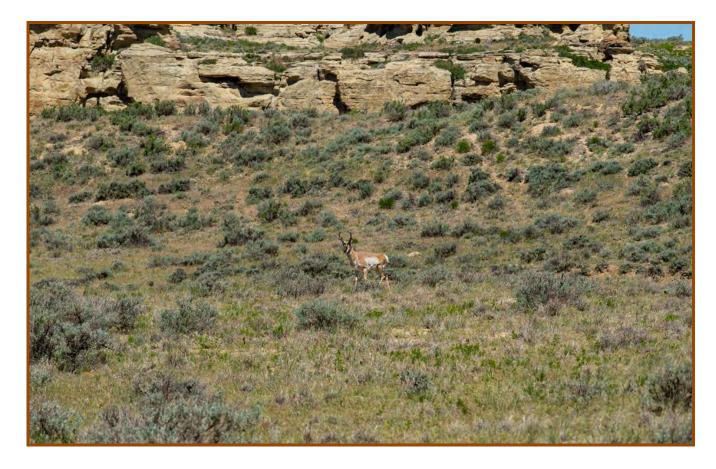
There are no improvements on the subject property; however, power is available.

## **UTILITIES**

- Electricity Rocky Mountain Power
- Communications Verizon cell phone is excellent at the ranch

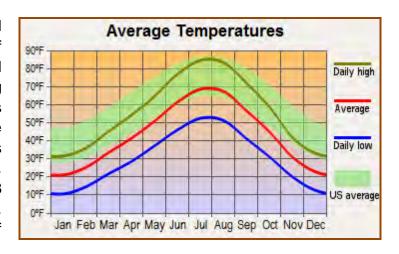
#### RECREATION & WILDLIFE

There are mule deer and antelope on the property in addition to small game animals. The North Platte River flows through Natrona County as well as through Casper. Three large reservoirs have been created along the North Platte River: Alcova, Seminoe, and Gray Reef. In addition to the many recreational resources, all three of the reservoirs provide irrigation water for Wyoming and Nebraska. Below Gray Reef Dam, there exists a tail-water fishery that is known for large rainbow, cutthroat, and brown trout. Gray Reef Dam and Miracle Mile near Alcova Reservoir are known as premier fly-fishing destinations with world-wide recognition.



#### **CLIMATE**

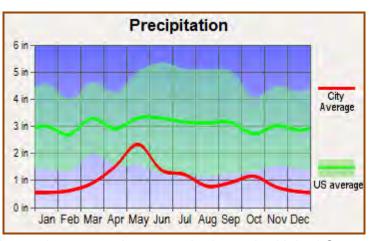
According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Casper, Wyoming approximately 12 inches area including 76 inches of snowfall. The average high temperature in January is 34 degrees, while the low is 13 degrees. The average high temperate in July is 88 degrees, while the low is 54 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 state 1890. The 44th in state's population is 563,626, and provides a variety of opportunities and advantages persons wishing establish for to 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
- 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, which shrunk by 1.2% in 2011 alone; 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.





Oil Mountain Ranch

www.ClarkLandBrokers.com

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#### **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 states as follows:

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.



Oil Mountain Ranch Page 10

#### **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 <a href="http://iflycasper.com">http://iflycasper.com</a>. Complete aeronautical information can be found at <a href="http://www.airnav.com/airport/CPR">http://www.airnav.com/airport/CPR</a>.

**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 170 national and international destinations. For more information, visit the official web site for Denver International Airport: <a href="http://www.flydenver.com">http://www.flydenver.com</a>.



#### **OFFERING PRICE**

# \$2,500,000 (without mineral rights) \$4,000,000 (with mineral rights)

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 \$125,000 (One 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

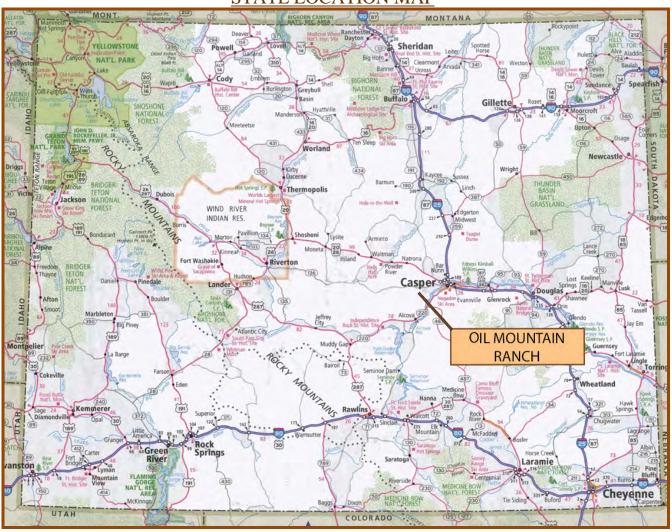
The seller is making known to all potential purchasers that there may be variations between the deeded property lines and the location of the existing fence boundary lines on the subject property. Seller makes no warranties with regard to location of the fence lines in relationship to the deeded property 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.



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

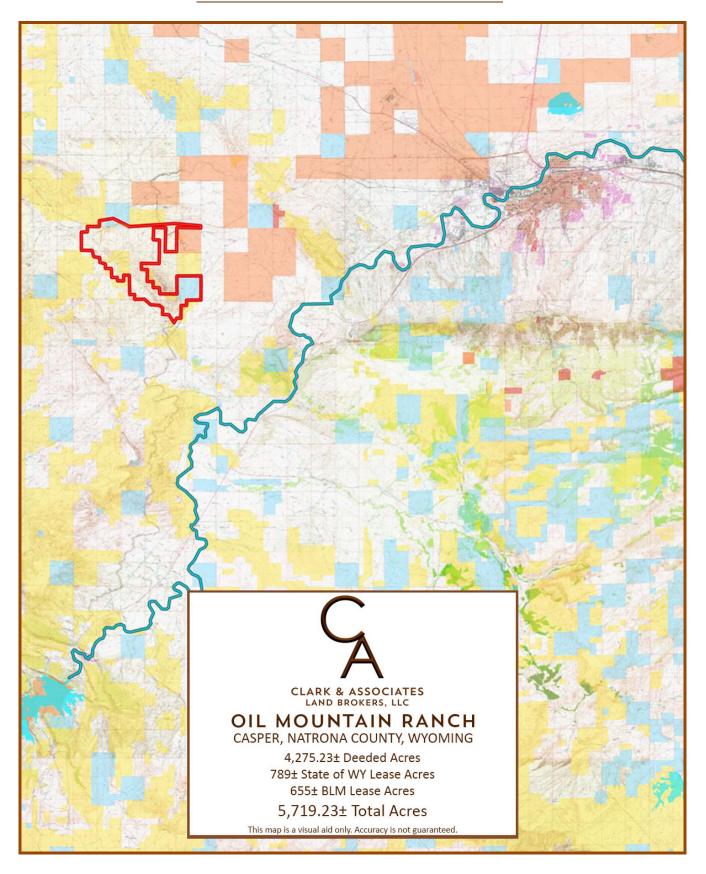
**Notice to Buyers:** Wyoming Real Estate Law requires that the listing Broker and all licensees with the listing Broker make a full disclosure, in all real estate transactions, of whom they are agents and represent in that transaction. All prospective buyers must read, review and sign a Real Estate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

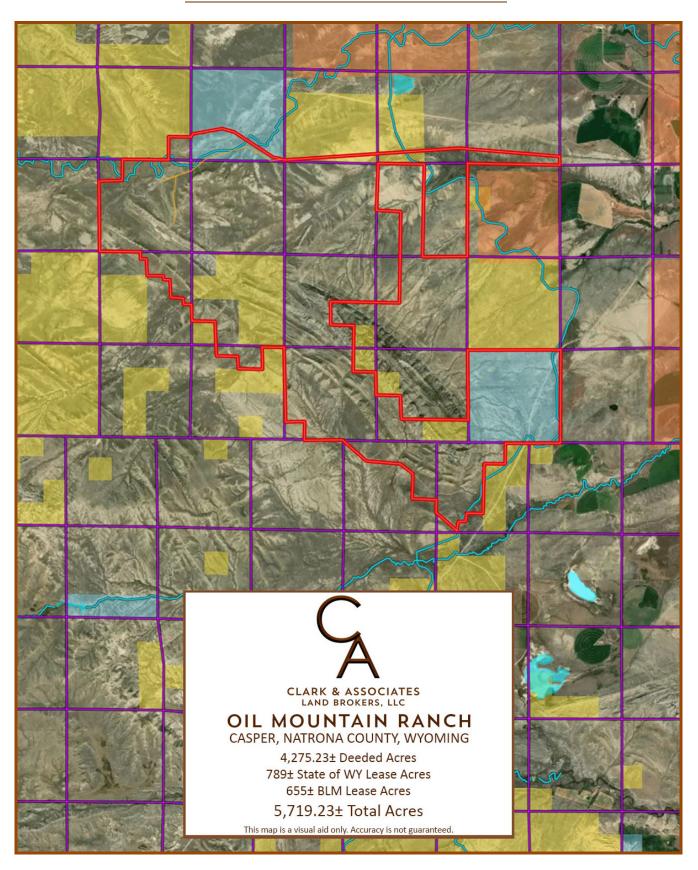


## **NOTES**

## OIL MOUNTAIN RANCH TOPO MAP



## OIL MOUNTAIN RANCH ORTHO MAP



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



Cory Clark
Broker, REALTOR®
Cell: 307-351-9556
clark@clarklandbrokers.com
Licensed in WY, CO, MT, ND, NE
& SD



Mark McNamee
Associate Broker, Owner
Mobile: (307) 760-9510
mcnamee@clarklandbrokers.com
Licensed in MT, WY, NE & SD



Denver Gilbert
Associate Broker, Owner
Mobile: (406) 697-3961
denver@clarklandbrokers.com
Licensed in MT, WY, ND & SD

## 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

#### Grevbull, 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 & MT

#### 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.

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. , 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 \_\_\_\_\_\_ TIME \_\_\_\_\_ BUYER \_\_\_\_\_\_ TIME \_\_\_\_\_ TIME \_\_\_\_\_