

## CLARK & ASSOCIATES LAND BROKERS, LLC

Specializing in Farm, Ranch, Recreational & Auction Properties **Proudly Presents** 



## LITTLE YELLOWSTONE

Wheatland, Platte County, Wyoming

The Little Yellowstone consists of 80± deeded acres located 13 miles east of Wheatland, Wyoming. The pastures are fenced and crossed-fenced with good quality grass. The 3,948 sq. ft. log home has great views of the Laramie Range Mountains and the property is planted with over 200 trees.

LOCATION & ACCESS

Take exit 78 off of I-25 and turn right onto 16<sup>th</sup> Street; travel 476 feet and turn left onto Cole Street; travel 1 mile and turn left onto YO Road; travel .5 miles and turn right onto Antelope Gap Road; travel 11.3 miles and turn right onto Dickinson Hill Road.; travel .4 miles the destination is on your right.

Several towns and cities in proximity to the Little Yellowstone include:

•	Wheatland, Wyoming (population 3,548)	13 miles west
•	Cheyenne, Wyoming (population 56,915)	79 miles south
•	Torrington, Wyoming (population 5,534)	72 miles east
•	Laramie, Wyoming (population 27,523)	54 miles southwest
•	Scottsbluff, Nebraska (population 14,785)	115 miles east
•	Fort Collins, Colorado (population 138,736)	121 miles south
•	Denver, Colorado (population 598,707)	178 miles south



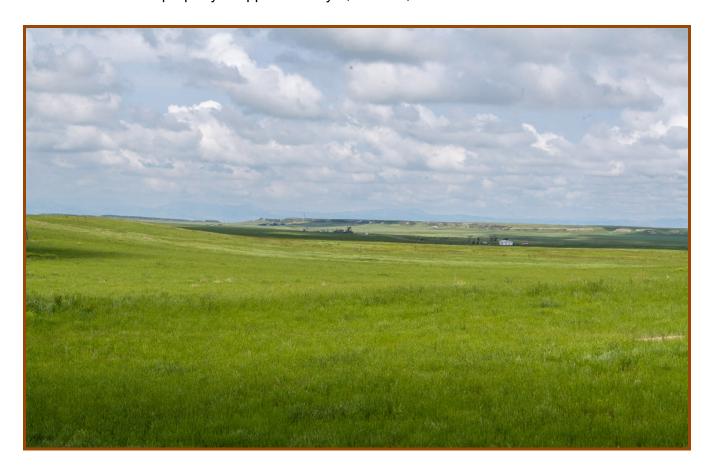
#### SIZE & DESCRIPTION

#### 80± Deeded Acres

The Little Yellowstone property features pastures that are of are high quality, native grasses and are fenced and cross-fenced. There is a 3± acre continuous panel pasture that can be used for grazing.

The property also features over 200 trees, including four windbreak tree rows on the north and west sides of the home. Within the windbreaks are Ponderosa pine, chokecherry, green ash and blue spruces. Scattered throughout the yard and landscaping are pine, blue spruce, ash and various fruit trees.

The elevation of the property is approximately 5,120 to 5,140 feet above sea level.



#### REAL ESTATE TAXES

According to the Platte County Assessor's records, the real estate taxes for Little Yellowstone are approximately \$4,036 annually.

#### MINERAL RIGHTS

Any and all mineral rights associated with the property owned by the seller, if any, shall transfer the buyer at closing.

#### CARRYING CAPACITY / RANCH OPERATIONS

The Little Yellowstone Ranch has historically been home to 8-10 head of horses year round and has deferred other grazing for the past few years. The ranch is cross-fenced for flexible management and efficient grazing rotation. Most fences are four strands of barbed wire with steel posts and are in good condition. There is a 3± pasture constructed from continuous-fencing panels.

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



#### **SOILS**

- Alice-Recluse-Cedak fine sandy loams, 0 to 6 percent slopes, 38%
- Alice-Bayard fine sandy loams, 0 to 6 percent slopes, 30%
- Treon-Alice-Phiferson complex, 0 to 6 percent slopes, 8%
- Julesburg-Jayem-Phiferson fine sandy loams, 0 to 6 percent slopes, 8%
- Bayard-Phiferson-Treon, thin solum complex, 0 to 6 percent slopes, 7%
- Taluce-Turnercrest sandy loams, 0 to 6 percent slopes, 6%

#### UTILITIES

Electricity – Wheatland REA, approximately \$250/month
Propane – 1,000 gallon propane tank, owned
Trash – TDS, \$30/month
Communications – Cell coverage is available
Water – Private well, 2 automatic waterers, frost free hydrants
Sewer – Private septic
Television – Satellite TV
Internet – Huges Net, \$89/month

#### **IMPROVEMENTS**

The Little Yellowstone property features 80± acres with over 200 trees on a drip-irrigation system around the home.

The 2005 custom built log home has 3,948 sq. ft. of living space, featuring 5 bedrooms and 3.5 bathrooms. This 1 ½ story home has a great room with a double-sided native stone wood-burning fireplace with an open staircase leading to a large loft. The upstairs features two bedrooms and a full bathroom. The master bedroom has cathedral ceilings, a large walk-in closet, master bath with a large garden tub, a separate over-sized shower with double shower heads, and double sinks. There is a small nook that works well with a desk and a door that leads to the back porch. The kitchen features an abundance of hickory cabinets, a breakfast bar, a refrigerator and a walk-in pantry. Opening to the kitchen is the dining room which features the double-sided wood fireplace. A mudroom/laundry room is set off the kitchen and has a halfbath and a door to the garage. Throughout the interior of home is log and tongue and groove pine with vaulted ceilings. Also featured in the home is central air and forced air heat, two ondemand hot water heaters, a private well with excellent quality drinking water and private septic sytem.

An exterior deck on the west side makes a great outdoor living space and grilling area. Two large covered decks, a porch, steel exterior doors, and Marvin windows are part of the many upgrades found throughout the home. Staining and re-caulking maintenance has been provided in recent years.

The single-car attached garage is fully insulated with an automatic door and a floor drain. The 2<sup>nd</sup> bay has been converted into a mud room and storage area. Located above the garage is a 26'x26' finished apartment. The apartment, with full kitchen and bathroom, lies above the two car garage and enjoys its own private entrance making it well suited as a potential rental.

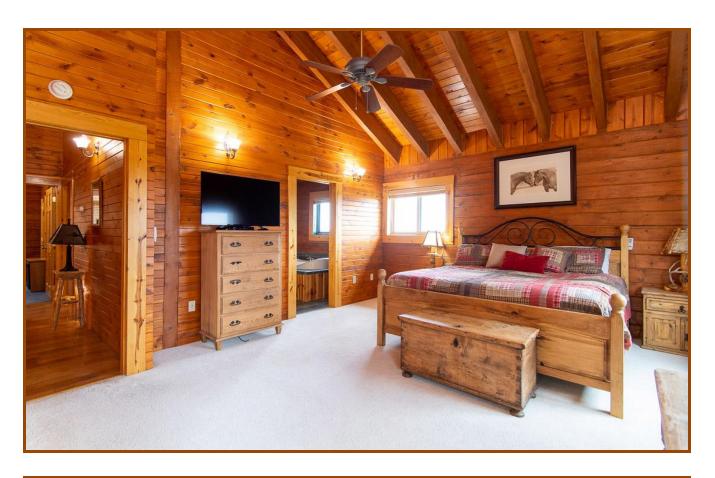
The property also has an asphalt circle driveway, plus a front entrance pole fence with decorative steel overhead arch and swinging gates. A leveled arena space.



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#### Additional Improvements include:

- 40'x80' Quonset shed with a 12'x14' automatic overhead door, walk-in door, lights and a concrete floor.
- 14'x20' insulated chicken house with a fully enclosed tack room on the back side. The building has a metal exterior and roofing.
- 50'x20' open front horse stalls with five runs and two automatic waterers.
- Wooden construction large round pen.
- Leveled arena space.





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#### RECREATION & WILDLIFE

Wildlife includes mule deer, coyotes, upland game birds and antelope can be seen frequenting the pastures on the Little Yellowstone Ranch.

On the website: <a href="http://www.wyomingtourism.org">http://www.wyomingtourism.org</a>, many recreational activities near Wheatland, Wyoming can be explored.

The Grayrocks Wildlife Habitat Management Area is seven miles south of Guernsey and nine miles northeast of Wheatland along the Laramie River. There is a dam and reservoir along the Laramie River that supplies cooling water for the Laramie River Power Plant. Through a cooperative agreement between the Wyoming Game & Fish Commission and the Missouri Basin Power Project, these lands are being managed for optimum public recreational activities and to maintain or improve present wildlife habitat.

Glendo State Park is one of southern Wyoming's most popular boating parks, offering visitors waterskiing, fishing, sailing, and other water-based activities. Guernsey State Park has one of Wyoming's most attractive reservoirs. Bluffs located on the east side of the park block the wind from the park area and leave the waters warm and inviting for swimmers and water skiers. The park also offers boating, camping, fishing, hiking, bird watching and picnicking.

The Oregon Trail Ruts State Historic Site, just north of Wheatland, is one of the most visible remnants of the Oregon Trail, with tracks cut into solid rock. At the Register Cliff State Historic Site, one can see where emigrants who camped along the banks of the North Platte River etched their names into the soft sandstone cliff.

Hunting, hiking, camping, and four-wheeling trips can be found in the Laramie Mountains to the west. Laramie Peak, west of Wheatland, is the highest point in the Laramie Mountains with an elevation of 10,272 feet. The peak offers a steep 4.8-mile trail to the top that is open to ATVs, horses, and hikers.



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#### **COMMUNITY AMENITIES**

Wheatland, Wyoming is the county seat of Platte County and offers all the desirable amenities of a traditional, rural Wyoming town with its small-town friendliness and atmosphere. Located along I-25, Wheatland is close to farms and ranches, mountains, plains, reservoirs, and many historical and recreational sites. Wheatland has medical facilities at the Platte County Memorial Hospital and Nursing Home, an excellent K-12 school system, farm and ranch implement dealerships, veterinary clinics, several banks and shopping facilities, churches, restaurants, a nine-hole municipal golf course, and an airport. For additional information regarding Wheatland as well as the surrounding area, visit <a href="https://www.wheatlandwy.com">www.wheatlandwy.com</a>.

#### AIRPORT INFORMATION

Phifer Airfield, which was newly renovated, is located one mile east of Wheatland and has an asphalt runway which measures 5,900' x 75'. Additional information is available at <a href="http://www.airnav.com/airport/KEAN">http://www.airnav.com/airport/KEAN</a>.

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

**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 <a href="http://www.cheyenneairport.com/">http://www.cheyenneairport.com/</a>.

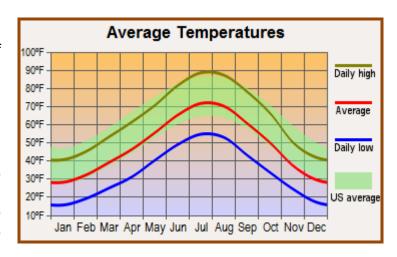
**Denver, Colorado:** Denver International Airport is open 24-hours-a-day, seven days a week and is served by most major airlines and select charters, providing nonstop daily service to more than 130 national and international destinations. For more information, visit the official website for Denver International Airport at <a href="https://www.flydenver.com">www.flydenver.com</a>.



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#### **CLIMATE**

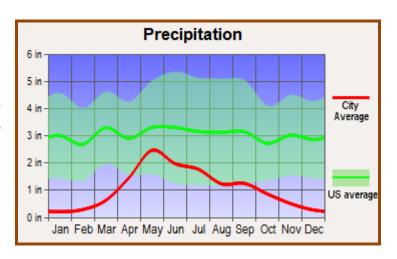
According to the High Plains Regional Climate Center at the University of Nebraska. the average annual the Wheatland, precipitation for Wyoming area is approximately 14,1 inches including 39.7 inches of snow fall. average high temperature January is 44 degrees, while the low is degrees. The average temperature in July is 91 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 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**

#### **Price Reduced to \$1,100,000**

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 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 (Sixty Thousand Dollars); and
  - C. be accompanied with the name, telephone number, and address of the Buyer's personal banker in order to determine financial capability to consummate a purchase.
- II. All earnest money deposits will be deposited in the title company/closing agent's trust account.
- III. The Seller shall provide and pay for an owner's title insurance policy in full satisfaction of the negotiated purchase price.
- IV. Both Buyer and Seller shall be responsible for their own attorney fees.

#### FENCES AND BOUNDARY LINES

The seller is making known to all potential purchasers that there may be variations between the deeded property lines and the location of the existing fence boundary lines on the subject property. Seller makes no warranties with regard to location of the fence lines in relationship to the deeded property lines, nor does the seller make any warranties or representations with regard to specific acreage within the fenced property lines. Seller is selling the property in an "as is" condition which includes the location of the fences as they exist.

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



Clark & Associates Land Brokers, LLC is pleased to have been selected as the Exclusive Agent for the Seller of this outstanding offering. All information has been obtained from sources deemed reliable by Clark & Associates Land Brokers, LLC; however, the accuracy of this information is not guaranteed or warranted by either Clark & Associates Land Brokers, LLC, or the Sellers, and prospective buyers are charged with making and are expected to conduct their own independent investigation of the information contained herein. This offering is subject to prior sale, price change, correction or withdrawal without notice.

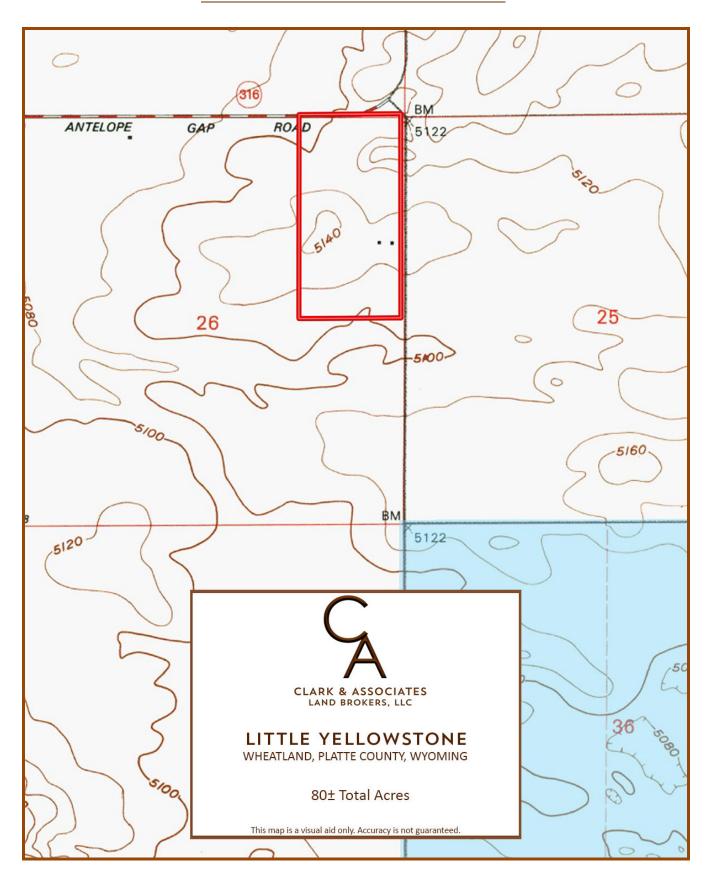
Notice to Buyers: Wyoming Real Estate Law requires that the listing Broker and all licensees with the listing Broker make a full disclosure, in all real estate transactions, of whom they are agents and represent in that transaction. All prospective buyers must read, review and sign a Real Estate Brokerage Disclosure form prior to any showings. Clark & Associates Land Brokers, LLC with its sales staff is an agent of the seller in this listing.

#### **STATE LOCATION MAP**



### **NOTES**

#### LITTLE YELLOWSTONE TOPO MAP



#### LITTLE YELLOWSTONE ORTHO MAP



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



# Scott Leach Associate Broker, REALTOR®

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scott@clarklandbrokers.com

Licensed in WY, NE, SD, CO & 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

#### Cheyenne, WY Office

2092 Road 220 Cheyenne, WY 82009

#### **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

#### Moorcroft, WY Office

22 Timber Meadows Drive Moorcroft, WY 82721

#### 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

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#### Jon Keil - Associate Broker

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

#### Stan Mosher - Associate Broker

(307) 631-2155 ~ stan@clarklandbrokers.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.