

# **Bighorn & Greybull River Sporting Retreat**

Greybull, Bighorn County, Wyoming



1030 N. Carrington · Buffalo, WY 82834 · 307-684-5201 www.pfisterlandco.com

## INTRODUCTION

Located immediately south of Greybull, Wyoming at the confluence of the Bighorn and Greybull rivers. The property totals approximately 492 +/- acres. The owner leases 555 +/- acres from the State of Wyoming. This is a very rare opportunity to purchase. The property offers incredible wildlife including: whitetail, mule deer, turkeys, pheasants, chuckers, bobcats, raccoons, and coyotes. They have recently put up all new fencing around the property. There is a small hunter's cabin, which is newly built, and a spring fed pond. A 10 acre island sits in the middle of the Bighorn River. There are approximately 80 +/- acres on the west side of Highway 16 going into Greybull from the south. The balance of the property is located on the east side of Highway 16. The northern boundary is on both sides of the Greybull River, the eastern boundary encompasses both sides of the Bighorn River. The eastern boundary of the state lease adjoins the city and the highway leading to Shell. The state lease lands are the northeast corner of the ranch. The federal government purchased a conservation easement in 2007 on approximately 61.5 +/- acres for wetlands conservation. This easement adds value to the property by ensuring wildlife habitat for the abundant populations thriving on the ranch.



View of Greybull River running through the ranch.

#### LOCATION AND ACCESS

The ranch is situated almost adjacent to the town of Greybull, Wyoming. The ranch lies in northern Wyoming on the western slopes of the Big Horn Mountains. Access to the ranch is via Highway 16 and the ranch lies on both the east and west side of the road. With Highway 16 running adjacent to the ranch year round access is very convenient. The location of this property gives un-paralleled access to the Big Horn Mountains and all the opportunities these mountains have to offer.

The following are the approximate mileages to towns and commercial hubs proximate to the ranch:

Greybull, Wyoming	1 Mile
Cody, Wyoming	53 Miles
Sheridan, Wyoming	93 Miles
Buffalo, Wyoming	129 Miles
Thermopolis, Wyoming	69 Miles
Lander, Wyoming	148 Miles
Billings, Montana	124 Miles
Fort Smith, Montana	155 Miles



## **ELEVATION AND PRECIPITATION**

The elevation at the retreat cabin is about 3,821 feet above sea level. On the west side of the ranch a long ridge runs north to south. The elevation at the top of this ridge is approximately 4,092 feet above sea level.

Left – Ridge running north and south on the ranch and the confluence of Bighorn and Greybull River.

The Natural Resource Conservation Service 30 year annual precipitation average is 11.41 inches per year.

## **IMPROVEMENTS**

The only improvements on the ranch are a small recently built hunter's cabin and a set of nice corrals on the east side of Highway 16. The hunter's cabin is conveniently tucked away providing absolute privacy from Highway 16.



Above - Hunter's cabin.



Above - Inside of hunter's cabin.



Above - Views of the Big Horn Mountains from Property.

## **COMMUNITY AMENITIES**

Bighorn County is located in North Central Wyoming bordering Montana on its northern side. Bighorn County contains 3,159 square miles of land and 22 square miles of water.

The town of Greybull is located just to the North property. Greybull is a small town that has is part of the Big Horn County School District. Greybull has an Elementary school, Jr. High and High school with low student/teacher ratios. Greybull was named for the Grey Bull River which bears the name of a legendary albino bison bull that roamed the area and was very sacred to the Native American. Agriculture and bentonite mining and processing provide the major employment in this area. Grey bull has often been referred to as the best kept secret between the Black Hills and Yellowstone Park.

Cody, Wyoming located just 53 miles to the west of the property is known as the "Preferred Gateway to Yellowstone." Cody was founded in 1896 by the legendary Colonel William F. "Buffalo Bill" Cody. Cody is a true western town with constant activities that are reminiscent of old west living. There are nightly rodeos, cowboy music, gun fight re-enactments as well as the world-famous Buffalo Bill Historical Center. Cody's downtown has fine dining, shopping and upscale lodging. There truly is something for everybody is this small historic Wyoming town. Outdoor recreation varies from, hiking, mountain biking, climbing, kayaking, horseback riding, hunting, river rafting and fly-fishing.



Above -Bighorn River running through the property.

## RECREATIONAL AND WILDLIFE RESOURCES

The recreational resources available to the purchaser of this property are only limited by your imagination. The ranch offers excellent hunting opportunities for trophy whitetail deer, antelope, upland birds and waterfowl. There is also excellent fishing on both rivers for sturgeon and catfish. Greybull's proximity to the Big Horn mountain range, Cody, Yellowstone and the Black Hills makes it an easily accessible base camp for outdoor excursions including fishing, hunting, hiking, camping, horseback riding, snowmobiling and daily drives.

## WATER RIGHTS

All water rights appurtenant to the ranch will be transferred to buyer.



Above -Spring fed pond on the property.

## MINERAL RIGHTS

There are no known mineral rights associated with the property.

## **LEASES**

**State of Wyoming Lease** – There are a total of 555 acres of State of Wyoming lease associated with the ranch.

# REAL ESTATE TAXES

The estimated Big Horn County real estate taxes for 2011 are \$1032.03.

## Wyoming offers an extremely favorable tax climate including:

- 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



Entrance to the property lying on the west side of Highway 16.

## OFFERING PRICE

The Bighorn & Greybull River Sporting Retreat is being offered at \$795,000 or \$1,616 per deeded acre.

#### CONDITIONS OF SALE

The sellers shall require an all cash sale.

- I. All offers shall be:
  - a. in writing,
  - b. accompanied by an earnest money deposit check in the minimum amount of 5% of the offering price.
- II. All earnest money deposits will be deposited in the Listing Broker's trust account, or appropriate escrow.
- III. The sellers 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's fees.



FENCE AND BOUNDARY LINES

The seller is making known to all potential purchasers 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 any accompanying maps are approximate, based on the legal description. Maps are not to scale and are for visual aid only. The accuracy of the maps and information is not guaranteed.

Pfister Land Company, LLC is pleased to have been selected as the Exclusive Agent for the seller of this offering. All information has been obtained from sources deemed reliable by Pfister Land Company, LLC; however, the accuracy of this information is not guaranteed or warranted by either Pfister Land Company, 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 and any offer presented does not have to be accepted.

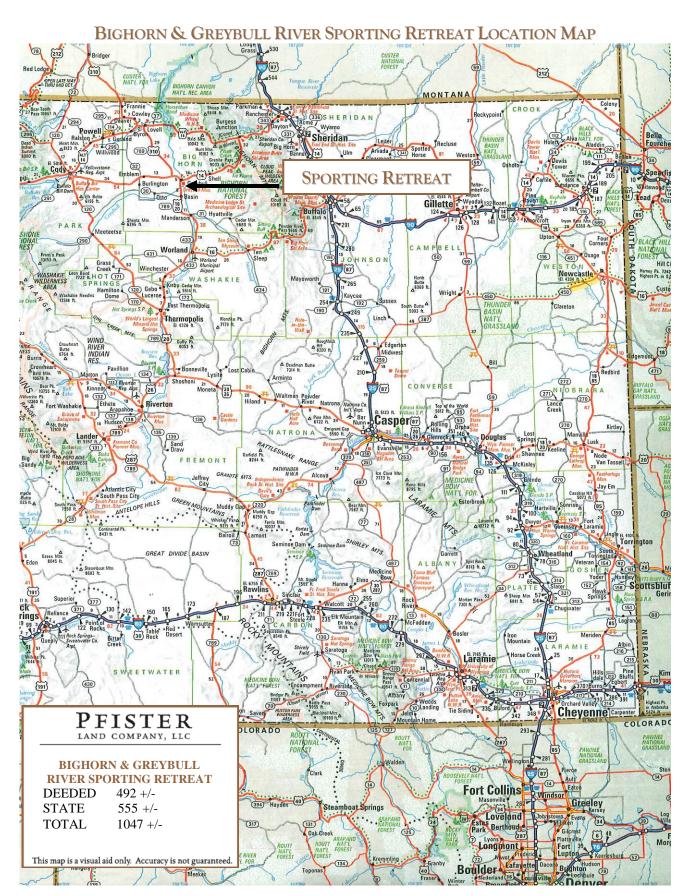
For additional information or to schedule a showing, please contact:



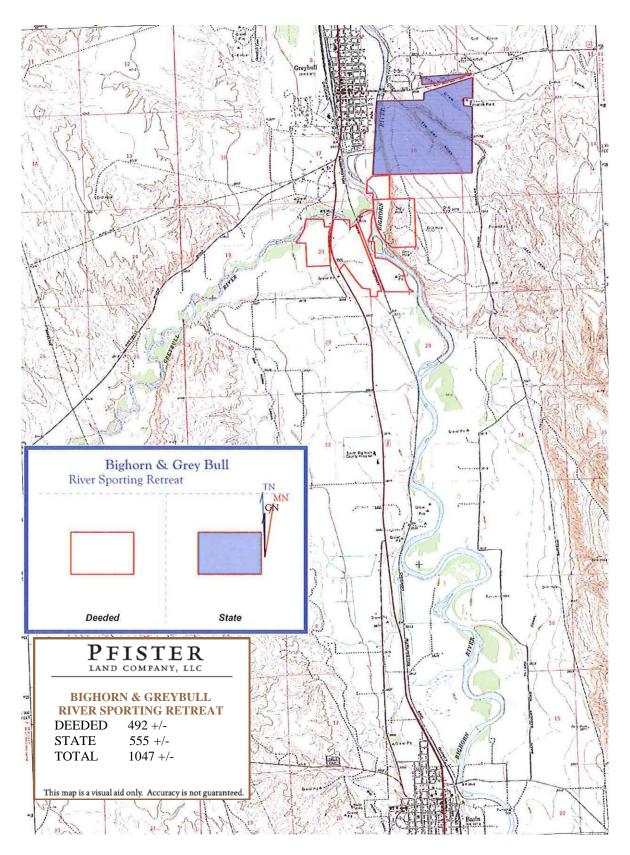
1030 N. Carrington · P.O. Box 338 · Buffalo, WY 82834 307- 684-5201 Office · 307-684-9172 Fax www.pfisterlandco.com · info@pfisterlandco.com

NOTES

TOLES



## BIGHORN & GREYBULL RIVER SPORTING RETREAT TOPOGRAPHIC MAP



#### **IMPORTANT NOTICE**

(Name	of Broker	age Co	mpany)

## REAL ESTATE BROKERAGE DISCLOSURE

When you select a real estate 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/Landlord's Agent (Requires written agreement with Seller)

If a Seller signs a written listing agreement with us and engages us as a Seller's agent, we represent the Seller. On properties listed with other brokerage companies, we may work as an agent for the Seller, if the Seller agrees to have us work as a subagent. As an agent or subagent for the Seller, we represent the Seller and owe 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 is legally responsible for our actions as either an agent or subagent, when such agent or subagent is acting within the scope of the agency relationship.

## Buyer/Tenant as Customer (No written agreement with Buyer)

We may work with the Buyer in purchasing property even though we are an agent or subagent of the Seller. In that event, we will not have a written agreement with the Buyer. Even though we do not represent the Buyer, we will assist the Buyer as our customer and are obligated to deal fairly and honestly with the Buyer, to answer the Buyer's questions accurately concerning facts we know about the property, and to disclose any adverse material facts we know about the property. As a Seller's agent or subagent, we have duties to disclose to the Seller certain information; therefore, the Buyer, as our customer, should not tell us any information which the Buyer does not want shared with the Seller.

#### Buyer's Agent/Tenant's Agent (Requires written agreement with Buyer)

If a Buyer signs a written Buyer Agency Agreement with us, we will act as an agent for the Buyer. If so, we represent the Buyer and owe the Buyer a duty of utmost good faith, loyalty and fidelity in addition to the **obligations** enumerated below for Intermediaries. The Buyer is legally responsible for our actions as an agent, when the Buyer's agent is acting within the scope of the agency relationship. As a Buyer's Agent, Wyoming law requires us 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, we have duties to disclose to the Buyer certain information; therefore, the Seller should not tell us 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 maybe 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.

Buyer(s)		Seller(s)	
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As an Intermediary (Non-Agent), we 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. We will have the following **obligations** to you:

- perform the term 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 or property we receive;
- 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;
- 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; and
- 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, we will disclose all information to each party, but will not disclose the following information without your informed consent:

- that you may be willing to agree to a price different than the one offered;
- 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 us wants to look at or submit an offer on property we have listed as an agent for the Seller, the Seller and the Buyer may consent in writing to allow us 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.

Buyer(s)	Seller(s)

#### Duties Owed by An Agent But Not Owed By An Intermediary

WHEN ACTING AS THE AGENT FOR ONE PARTY (EITHER BUYER OR SELLER), BROKER HAS FIDUCIARY DUTIES OF UTMOST GOOD FAITH, LOYALTY, AND FIDELITY TO THAT ONE PARTY. A BROKER ENGAGED AS AN INTERMEDIARY DOES NOT REPRESENT THE BUYER OR THE SELLER AND WILL NOT OWE EITHER PARTY THOSE FIDUCIARY DUTIES. HOWEVER, THE INTERMEDIARY MUST EXERCISE REASONABLE SKILL AND CARE AND MUST COMPLY WITH WYOMING LAW. AN INTERMEDIARY IS NOT AN AGENT OR ADVOCATE FOR EITHER PARTY. SELLER AND BUYER SHALL NOT BE LIABLE FOR ACTS OF AN INTERMEDIARY, SO LONG AS THE INTERMEDIARY COMPLIES WITH THE REQUIREMENTS OF WYOMING'S BROKERAGE RELATIONSHIPS ACT. WYO. STAT. § 33-28-306(a)(iii).

THIS WRITTEN DISCLOSURE AND ACKNOWLEDGMENT, BY ITSELF, SHALL NOT CONSTITUTE A CONTRACT OR AGREEMENT WITH THE BROKER OR HIS/HER FIRM. UNTIL THE BUYER OR SELLER EXECUTES THIS DISCLOSURE AND ACKNOWLEDGMENT, 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	(date), I provided (Seller) (Buyer) with a copy of this Real Estate	
Brokerage Disclosure and have kept a c		
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