

Proudly Presents



LONE TREE CREEK RANCH

Laramie County, Wyoming

Approximately half mile of live water and 555.7 beautiful acres below Saddle Back Mountain located between Cheyenne and Laramie.

LOCATION & ACCESS

The Lone Tree Creek Ranch is located approximately 18 miles west of the intersection of Interstates 25 and 80 in Cheyenne, Wyoming, or approximately 30 miles east of Laramie, Wyoming. From the intersection of the two interstates in Cheyenne, follow the signs to travel west toward Laramie on I-80; travel approximately 17 miles to Exit 342, Harriman Road; turn left onto Harriman Road, also known as WY 218, and travel approximately one mile to the entrance to the Lone Tree Creek Ranch on your right. Towns and cities in a three-state area which are in close proximity to and easily accessible from the ranch are:

Cheyenne, Wyoming (population 59,466) Laramie, Wyoming (population 30,816) Fort Collins, Colorado (population 143,986) Denver, Colorado (population 600,158) 18 miles east 30 miles west 60 miles south 116 miles south



SIZE & DESCRIPTION

This beautiful 555.7± deeded acre ranch sits at the foot of Saddle Back Mountain that encompasses the southwestern portion of the ranch. Lone Tree Creek Ranch could be used as an exclusive private country estate, an equestrian or livestock facility, or as a sportsman retreat. The terrain of the ranch varies from the willowed lined banks of Lone Tree Creek, through the pine and cedar covered ridges with unique rock outcroppings, to the eastern face of Saddle Back Mountain. The elevations of the ranch vary from approximately 7,200 feet above sea level along the creek bottom to almost 7,700 feet at the top of Saddle Back Mountain in the southwestern corner.

Lone Tree Creek meanders through the ranch for approximately one-half mile providing ample live water as well as natural protection and vegetation for livestock and several species of wildlife. The property is well maintained as is evident throughout the ranch from the excellent set of improvements to the management of the sub-irrigated fields and native grass pastures. Approximately 100 acres of the northeast portion of the ranch consists of sub-irrigated meadows along the north side of Lone Tree Creek.

CARRYING CAPACITY / RANCH OPERATIONS

The owners currently lease the native grass pastures out for 4-1/2 to 5 months for summer grazing. In the spring, approximately 40 to 50 cow/calf pairs graze in two pastures which are fenced off from the meadows. Live water from Lone Tree Creek provides water to the livestock. The owners state that the meadows have been used to put up native hay which has been put up by the neighbors.



<u>SOILS</u>

The soils of the ranch's sub-irrigated meadows along Lone Tree Creek consist of Dalecreek-Kovich cool loams while the native grass pastures consist primarily of Boyle-Liniger-Boyle and Boyle complex soils.

WATER RESOURCES

Water on the ranch is provided by Lone Tree Creek. All adjudicated and permitted water rights shall transfer to buyer.



MINERAL RIGHTS

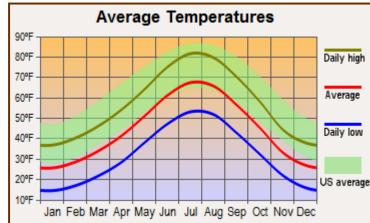
Any and all mineral rights associated with the property owned by seller, if any, shall be reserved.

REAL ESTATE TAXES

According the Laramie County Treasurer, the real estate taxes for the Lone Tree Creek Ranch are approximately \$296.37 per year.

CLIMATE

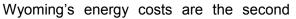
According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Cheyenne, Wyoming area is approximately 15.2 inches including 55 inches of snow fall. The average high temperature in January is 38 degrees, while the low is 16 degrees. The average high temperature in July is 83 degrees, while the low is 53 degrees. The charts to the right are courtesy of *www.city-data.com*.



Precipitation

STATE OF WYOMING

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



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:

6 in

5 in

4 in

3 in

2 in

1 in

0 in

- No personal income tax
- No corporate income tax
- No gross receipts tax
- No inventory tax

• Low retail sales tax

Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

- 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, the State of 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. As of last year, Wyoming's poverty, home foreclosure, and unemployment rates were all among the lowest in the nation.

City

Average

US average

COMMUNITY AMENITIES

The Lone Tree Creek Ranch is easily accessible and within a half-hour's travel to two of Wyoming's largest cities, Cheyenne and Laramie. The following is information regarding both of these communities.

On July 4th, 1867 the first settlers pitched their tents in what is now known as Cheyenne. The first residents moved to the area to work on the Union Pacific Railroad. By 1869, soldiers from Fort D.A. Russell (which is now F.E. Warren Air Force Base) and Camp Carlin combined with the railroad gangs to make up the majority of Cheyenne's population. Today, Cheyenne is not only the state capitol of Wyoming, but is also the seat of Laramie County, the home of F.E. Warren Air Force Base, and of Laramie County Community College, most recently named as the #1 digital savvy midsize community college in the nation.

Cheyenne is strategically located at the intersection of I-80 and I-25 as well as at the crossroads of the Union Pacific and BNSF railroads. This has made Cheyenne a major transportation hub and an important center of commerce both in the Rocky Mountain Region and nationally. Many consider Cheyenne to be the northern anchor city of the Front Range of the Rocky Mountains.

Cheyenne is also home to the world's largest outdoor rodeo and western celebration, Cheyenne Frontier Days. Held annually in the last full week in July, Frontier Days is a ten-day celebration of the western heritage that consists of professional rodeos, concerts, art shows, carnival, parades, and an air show.

Cheyenne accounts for approximately 59,466 of the 91,738 Laramie County residents. In addition to the jobs created by the State Of Wyoming, Laramie County, local government, and F.E. Warren Air Force Base, Cheyenne has also used its close proximity to the Colorado Front Range to create a thriving business environment. Now known as the Magic City of the Plains, Cheyenne still continues its strong ties to agriculture and its western roots. For more information on Cheyenne please visit *www.cheyenne.org.*

In 1868, the Union Pacific Railroad began to make its way across southern Wyoming. General Grenville Dodge, the chief surveyor for the railroad, chose the site and the name "Laramie". Laramie remained primarily a railroading town until the opening of the Wyoming Territorial Prison in 1873 and the establishment of the University of Wyoming in 1886. Today, the University of Wyoming is the only four year university in the state and is home to approximately 13,000 students who can choose from as many as 190 different programs. An abundance of outdoor activities has made Laramie one of America's top college towns according to Outside Magazine. In addition, Laramie is also home to WyoTech, one of the largest and most respected technical institutes in the nation. WyoTech has become a leader in the industry and is home to several hundred students on a year-round basis. According to the 2010 Census, Laramie accounts for about 30,816 of Albany County's 36,299 residents.

Laramie features all the community amenities of a large, college town. In addition to athletic and cultural events sponsored by the University of Wyoming, Laramie offers an excellent health-care facility, Ivinson Memorial Hospital, as well as one of the area's premier orthopedic centers, Gem City Bone & Joint. There are several medical and dental offices, over 75 dining establishments, numerous churches, banks, golf courses, fitness centers, retail stores, theatres, elementary schools, one middle school, one high school, and the Laramie Regional Airport.

Laramie is also known for having one of the area's biggest and best Fourth of July celebrations – Laramie Jubilee Days. Starting with a concert and fireworks display on the 4th, Jubilee Days is am an action-packed week of professional rodeo, bull riding, carnivals, parades, and street dances.

For more information please visit the following websites:

- Laramie: www.laramie.org
- University of Wyoming: *www.uwyo.edu*
- WyoTech: www.wyotech.com

Commercial airline service is available at Cheyenne, Wyoming; Laramie, 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 *http://www.cheyenneairport.com/*.

Laramie, Wyoming: Great Lakes Airlines provides several flights to Denver International Airport daily. The airline currently has code share agreements with United and Frontier Airlines. Annually, 10,000 travelers per year depart from the Laramie airport. For Laramie aeronautical information and more information about the Laramie Regional Airport, please visit their website at *www.laramieairport.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 170 national and international destinations. For more information, visit the official web site for Denver International Airport: <u>http://www.flydenver.com</u>.

RECREATION & WILDLIFE

An abundance of wildlife frequents the property including elk, mule deer, whitetail deer, ducks, geese, wild turkeys, coyotes and fox.

With its close proximity to Kurt Gowdy State Park and the mountains and national forest land, this area of southeastern Wyoming has become one of Wyoming's most popular tourist attractions. Outdoor enthusiasts can enjoy everything from horseback riding, mountain biking, camping, hiking, fly fishing, and boating in the summer months. In winter, cross country skiing in the national forest and state parks as well as downhill skiing at the Snowy Range Ski area (35 miles west of Laramie) are large recreation attractions. Snowmobiling has also become a favorite pastime in the Medicine Bow National Forest.

OFFERING PRICE

Listing Price \$850,000

The Seller shall require an all cash sale. 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 \$115,000 (One Hundred Fifteen 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.

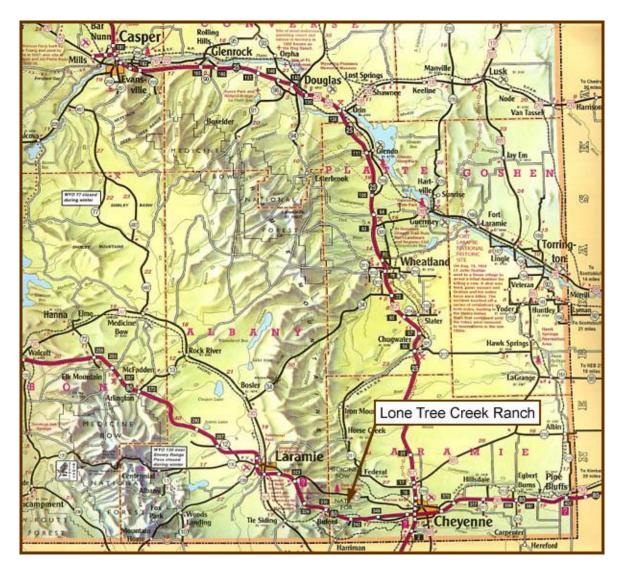
FENCES AND BOUNDARY LINES

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.



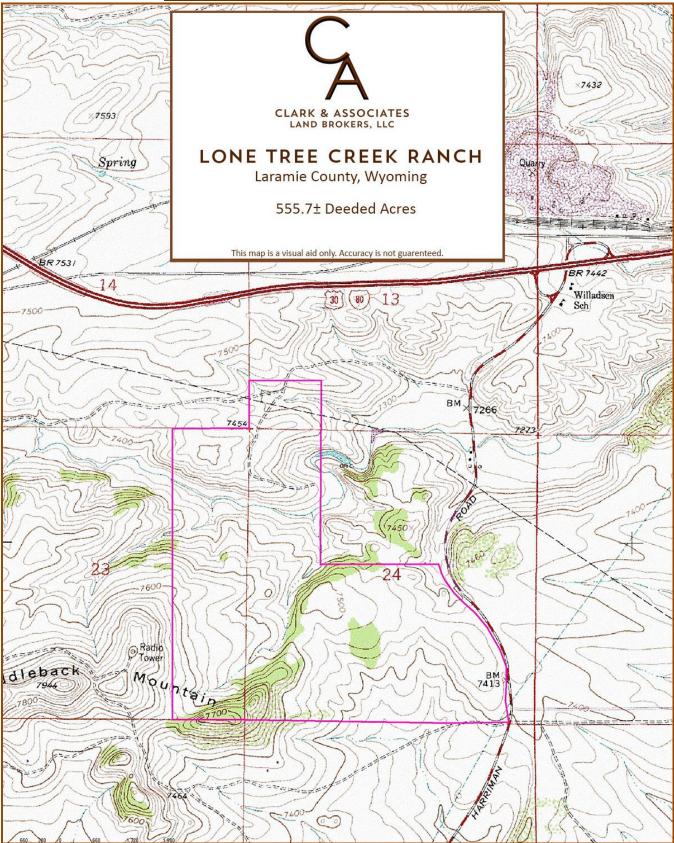
WYOMING LOCATION MAP



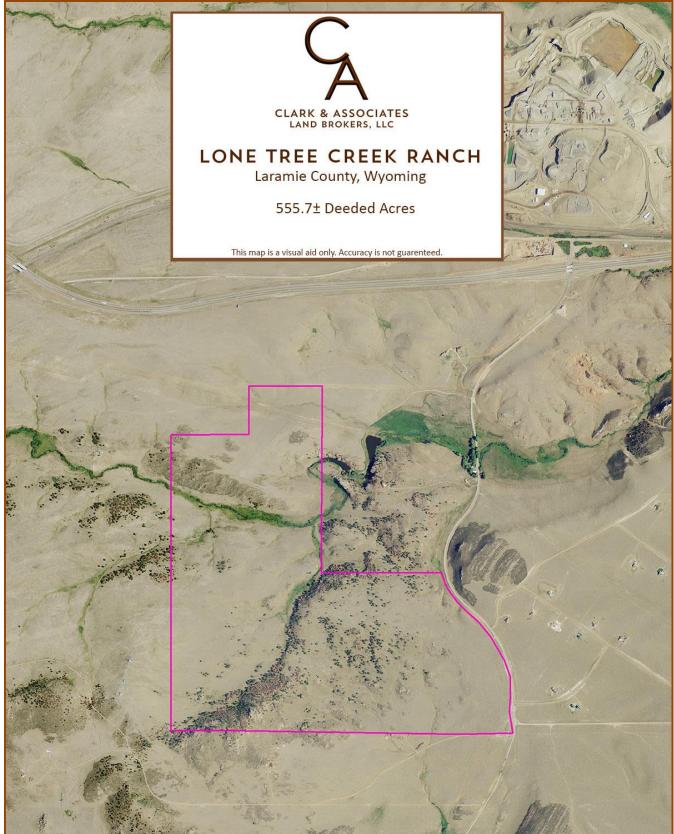
Clark & Associates Land Brokers, LLC is pleased to have been selected as the Exclusive Agent for the Seller of this outstanding offering. All information has been obtained from sources deemed reliable by Clark & Associates Land Brokers, LLC; however, the accuracy of this information is not guaranteed 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. <u>All prospective buyers must read, review and sign a Real Estate Brokerage Disclosure form prior to any showings.</u> Clark & Associates Land Brokers, LLC with its sales staff is an agent of the seller in this listing.

LONE TREE CREEK RANCH TOPO MAP



LONE TREE CREEK RANCH ORTHO MAP



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



Cory Clark Broker / Owner

Office: (307) 334-2025 Mobile: (307) 351-9556

clark@clarklandbrokers.com

Licensed in WY, MT, SD, ND, NE & CO



Logan Schliinz Associate Broker

Mobile: (307)575-5236

logan@clarklandbrokers.com

Licensed in WY & CO

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

Hulett, WY Office 16 Strawberry Hill Road • PO Box 159 Hulett, WY 82720

Billings, MT Office

Billings, MT 59105

Buffalo, WY Office

37 North Main Street Buffalo, WY 82834

Belle Fourche, SD Office

515 National Street • PO Box 307 Belle Fourche, SD 57717

Torrington, WY Office

7850 Van Tassell Road Torrington, WY 82240

Douglas, WY Office

430 East Richards, Suite 2 Douglas, WY 82633

Greybull, WY Office

3625 Greybull River Rd • 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

Jon Keil - Associate Broker

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

Ronald L. Ensz - Associate Broker

(605) 210-0337 ~ emsz@rushmore.com Licensed in SD, WY, MT & NE

Logan Schliinz - Associate Broker

(970) 222-0584 ~ logan@clarklandbrokers.com Licensed in WY & CO

Scott Leach - Associate Broker

(307) 331-9095 ~ scott@clarklandbrokers.com Licensed in WY

Ken Weekes – Sales Associate

(307) 272-1098 ~ farmview@tctwest.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.

<u>Seller's Agent.</u> (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 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.

Change From Agent to Intermediary – In – House Transaction

If a Buyer who has signed a Buyer Agency Agreement with the Broker wants to look at or submit an offer on property Broker has listed as an agent for the Seller, the Seller and the Buyer may consent in writing to allow Broker to change to an Intermediary (non-agency) relationship with both the Buyer and the Seller. Wyo. Stat. § 33-28-307.

An established relationship cannot be modified without the written consent of the Buyer or the Seller. The Buyer or Seller may, but are not required to, negotiate different commission fees as a condition to consenting to a change in relationship.

Designated Agent. (requires written designation by the brokerage firm and acknowledgement by the Buyer or Seller)

A designated agent means a licensee who is designated by a responsible broker to serve as an agent or intermediary for a Seller or Buyer in a real estate transaction. Wyo. Stat. § 33-28-301 (a)(x).

In order to facilitate a real estate transaction a Brokerage Firm may designate a licensee as your agent or intermediary. The Designated Agent will have the same duties to the Buyer and Seller as a Buyer's or Sell's Agent or Intermediary. The Broker or an appointed "transaction manager" will supervise the transaction and will not disclose to either party confidential information about the Buyer or Seller. The designation of agency may occur at the time the Buyer or Seller enters into an agency agreement with the Brokerage Firm or the designation of agency may occur later if an "in house" real estate transaction

occurs. At that time, the Broker or "transaction manager" will immediately disclose to the Buyer and Seller that designated agency will occur.

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

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

THIS WRITTEN DISCLOSURE AND ACKNOWLEDGMENT, BY ITSELF, SHALL NOT CONSTITUTE A CONTRACT OR AGREEMENT WITH THE BROKER OR HIS/HER FIRM. UNTIL THE BUYER OR SELLER EXECUTES THIS DISCLOSURE AND ACKNOWLEDGEMENT, NO REPRESENTATION AGREEMENT SHALL BE EXECUTED OR VALID. WYO. STAT. § 33-28-306(b).

NO MATTER WHICH RELATIONSHIP IS 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.

On ______, I provided (Seller) (Buyer) with a copy of this Real Estate Brokerage Disclosure and have kept a copy for our records.

Brokerage Company

Clark & Associates Land Brokers, LLC PO Box 47 Lusk, WY 82225 Phone: 307-334-2025 Fax: 307-334-0901

Ву_____

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 _	D	DATE	TIME
BUYER	[DATE	TIME