



**CLARK & ASSOCIATES
LAND BROKERS, LLC**

Specializing in Farm, Ranch, Recreational & Auction Properties

Proudly Presents



SEVEN X RANCH
Casper, Natrona County, Wyoming

A well-balanced cow-calf grazing operation with an irrigated feed base, year-round live water, and excellent, well-designed, improvements.

LOCATION & ACCESS

The Seven X Ranch is located approximately 20 miles southwest of Casper, Wyoming at 14355 Clark Road. There is year-round access from paved Wyoming Highway 220. To access the ranch from Casper, drive southwest from Casper on WY-220 for approximately 19 miles to Clark Road, turn left onto Clark Road for one mile which leads to the main entrance of the Seven X Ranch.

Several towns and cities in proximity to the property include:

- | | |
|---|---------------------|
| • Laramie, Wyoming (population 30,816) | 129 miles south |
| • Cheyenne, Wyoming (population 59,466) | 199 miles southeast |
| • Casper, Wyoming (population 59,628) | 20 miles northeast |
| • Glenrock, Wyoming (population 2,591) | 45 miles northeast |
| • Rawlins, Wyoming (population 8,858) | 97 miles south |
| • Fort Collins, Colorado (population 143,986) | 193 miles southeast |
| • Denver, Colorado (population 701,621) | 258 miles southeast |



DESCRIPTION

2,151± Acres Deeded
720± Acres BLM Lease
720± State of Wyoming Lease
3,591± Total Contiguous Acres

The ranch consists of pivot-irrigated acres, flood-irrigated pastures, dryland grazing, and well-developed improvements for livestock, equipment, and occupants. The property is fenced with four and five strands of barbed wire. It is cross fenced into nine pastures for rotational grazing.

The terrain of the ranch consists of irrigated meadows, creek bottom riparian zone with gentle sloping grass hills, and rolling hills of native grass pasture. There are mature boxelder, elm, cottonwood and willow trees which provide excellent habitat for the wildlife and protection for the livestock. The elevation on the property varies between 5,357 and 5,480 feet above sea level.

There are approximately 278 acres of irrigated hay ground under one full pivot and one half pivot with 32± additional acres that have been flood-irrigated in the past. The pivots were reseeded to a grass alfalfa mix in 2020. In the 2019 harvest cycle, the sainfoin yield was 2.7 tons per acre. Three cuttings of hay can be expected in this area with the after-feed that is left being used for fall and winter grazing.

- Pivot 1: Full circle, 7 towers, built in 2000, new nozzles and tire treads in 2019.
- Pivot 2: Wiper, 12 towers, built in 2004, new nozzles and tire treads in 2019.



LEASE INFORMATION

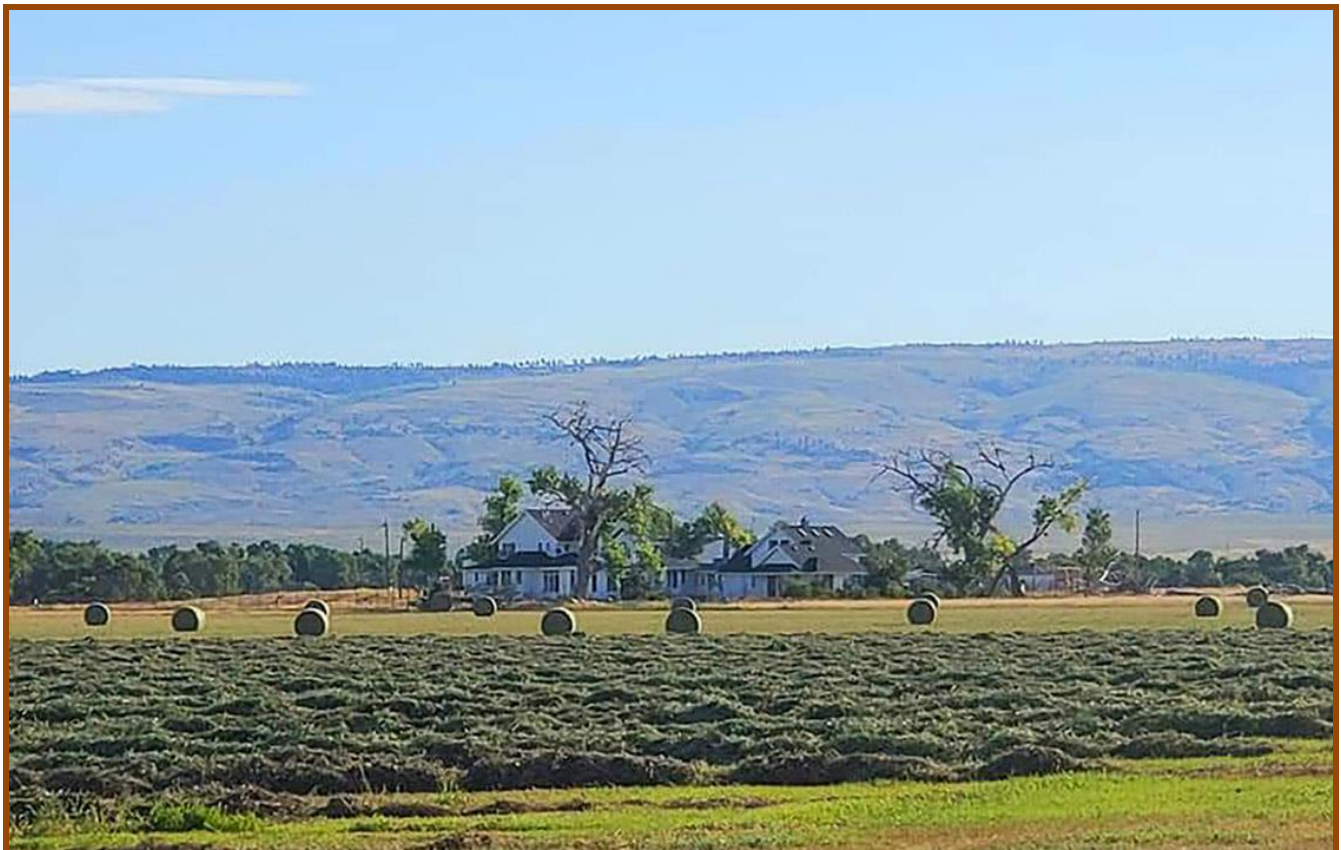
There are approximately 720 acres State of Wyoming Lease and 720 Bureau of Land Management leases acres with the Seven X Ranch.

State of Wyoming leases are renewable every ten years with an annual payment due each year. The annual payments are assessed per AUM of each lease with the cost per AUM varying year to year as determined by the Office of Land and Investments for the State of Wyoming. You may contact the Wyoming Office of State Lands for further information at (307) 777-7333.

Lease Number	Total Acres	Total AUMs	Expiration Date	2018 Costs
1-7532	400	106	1/1/2022	\$676.28
1-8241	320	56	1/1/2030	\$357.28

BLM leases are renewable every ten years and are assessed \$1.35 per AUM for 2019. You may call the Casper BLM office at (307) 261-7600 for further information. The BLM lease for the ranch is as follows:

Allotment Name	Allotment Number	Total Acres	Total AUMs	Expiration Date	2019 Costs
Bates Creek 3	WY00466	720	97	2/28/2028	\$261.90



SOILS

- Haverdad-Clarkelen complex, 0 to 3 percent slopes – 7.5%
- Keyner-Absted-Slickspots complex, 0 to 6 percent slopes – 29.8%
- Cambria-Zigweid complex, 2 to 15 percent slopes – 10.8%
- Zigweid loam, 2 to 9 percent slopes – 12.5%
- Petrie-Arvada complex, 0 to 6 percent slopes - 14.6%
- Haverdad-Clarkelen saline complex, 2 to 9 percent slopes – 10.8%
- Theedle-Shingle-Kishona Complex, 6 to 40 percent slopes – 2.9%
- Lolite, dry-Rock outcrop complex, 5 to 50 percent slopes- 12.5%

WATER RESOURCES

- One domestic well – 25 GPM
- One livestock well – 25 GPM
- Three irrigation wells – 1,550 GPM, 1,200 GPM (not in use), 55 GPM
- Bates Creek (with irrigation rights)
- Bolton Creek



REAL ESTATE TAXES

According to the Natrona County Assessor's records, the real estate taxes for the Seven X Ranch are approximately \$8,376.54 annually.

MINERAL RIGHTS

The Sellers do not own any of the mineral estate; therefore, no mineral rights will be transferred.

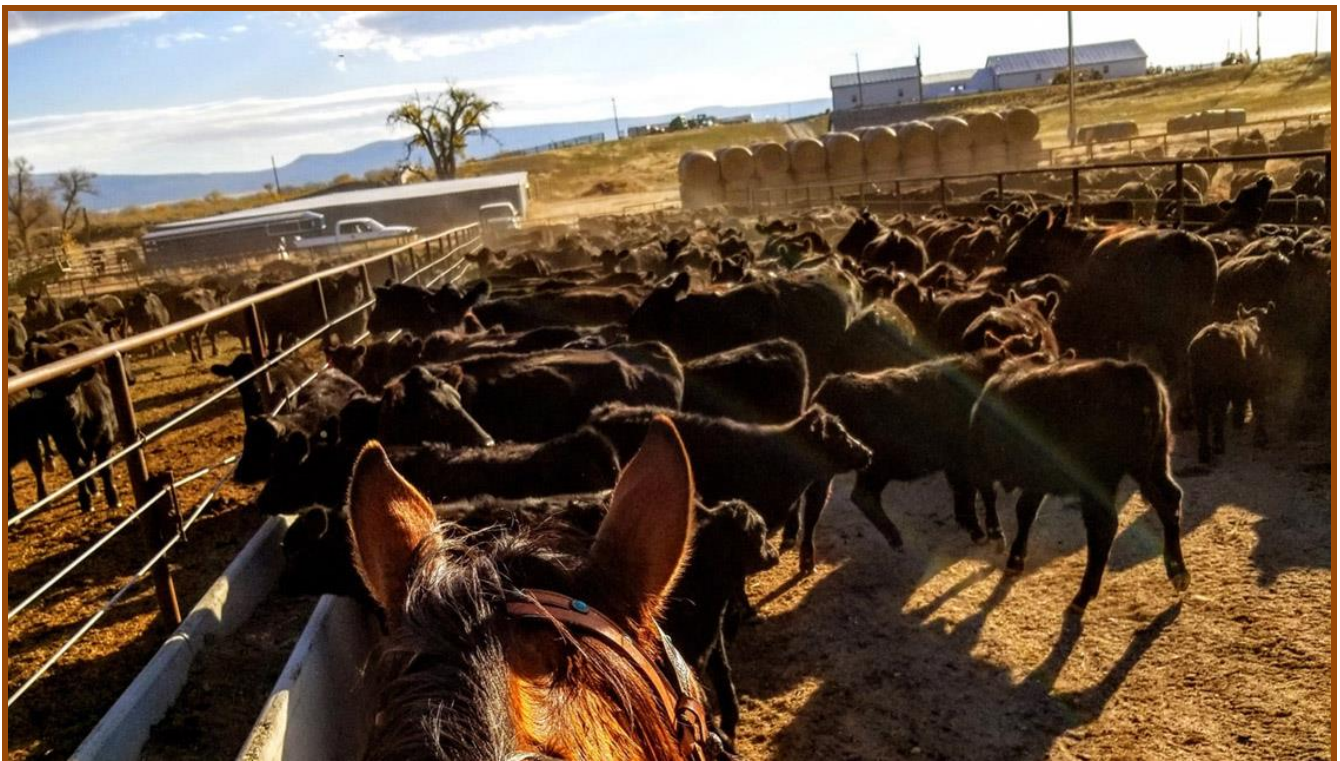
CARRYING CAPACITY / RANCH OPERATIONS

The Seven X Ranch ran 150 pairs in the 2020 season. Historically, 150 to 300 pairs are grazed year-round with supplemental feed in the winter. The grass is a variety of hard grass species, rich in protein content. There are approximately 400 acres of riparian area along Bates Creek that is used for grazing. The ranch is cross-fenced into nine total pastures for flexible management and efficient grazing rotation. Most fences are five strands of barbed wire with steel posts, or sheep fence with wood posts.

In addition to the grazing, there is a 500-head feedlot with approximately 750 feet of concrete bunk space on either side of the feed aisle. The feedlot is flanked to the north and west by the 15,000 square foot livestock facility which provides for excellent conditions for protection and working cattle.

There are approximately 278 acres of irrigated hay ground under one full pivot and one half pivot with 32± additional acres that have been flood irrigated in the past. The pivots were reseeded to a grass alfalfa mix in 2020. In the 2019 harvest cycle, the sainfoin yield was 2.7 tons per acre. Three cuttings of hay can be expected in this area with the after-feed is left for fall and winter grazing.

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

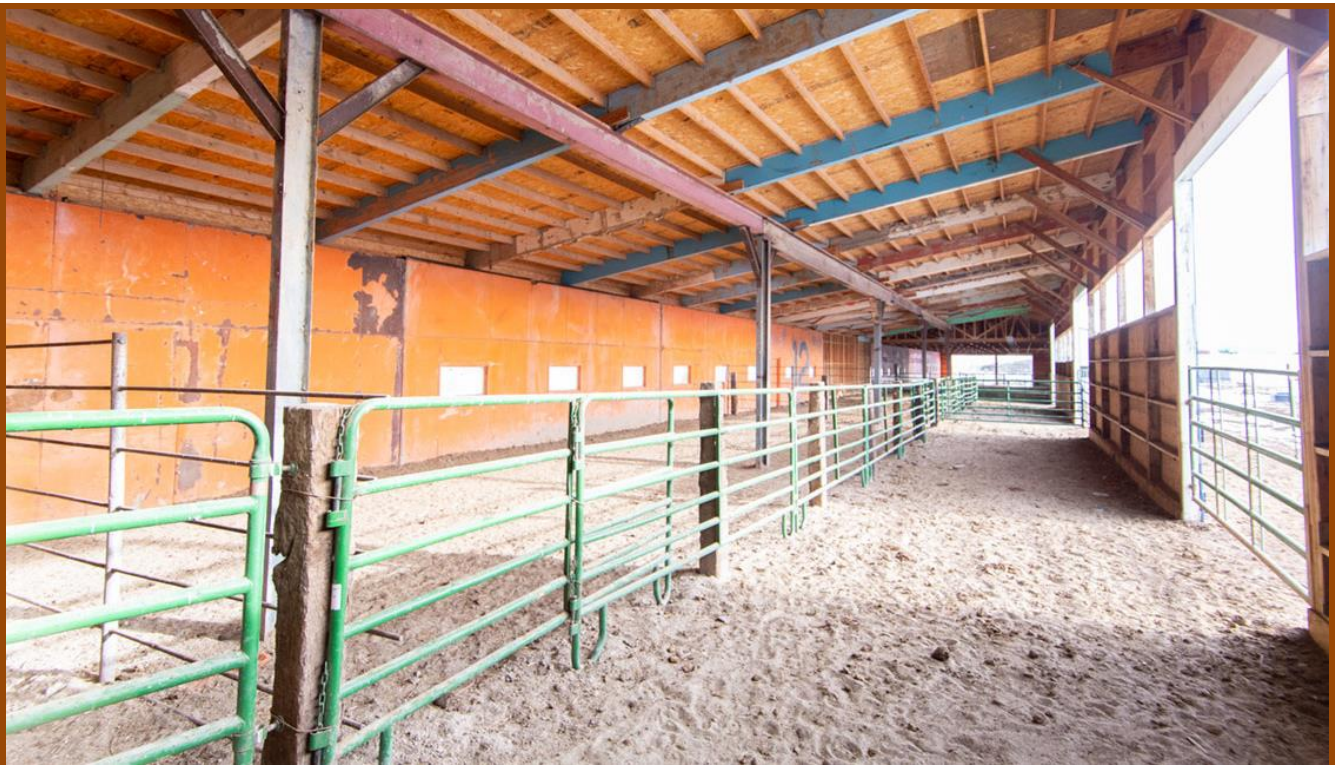


IMPROVEMENTS

Improvements on the Seven X Ranch are thoughtfully designed with productivity in mind. They include the following:

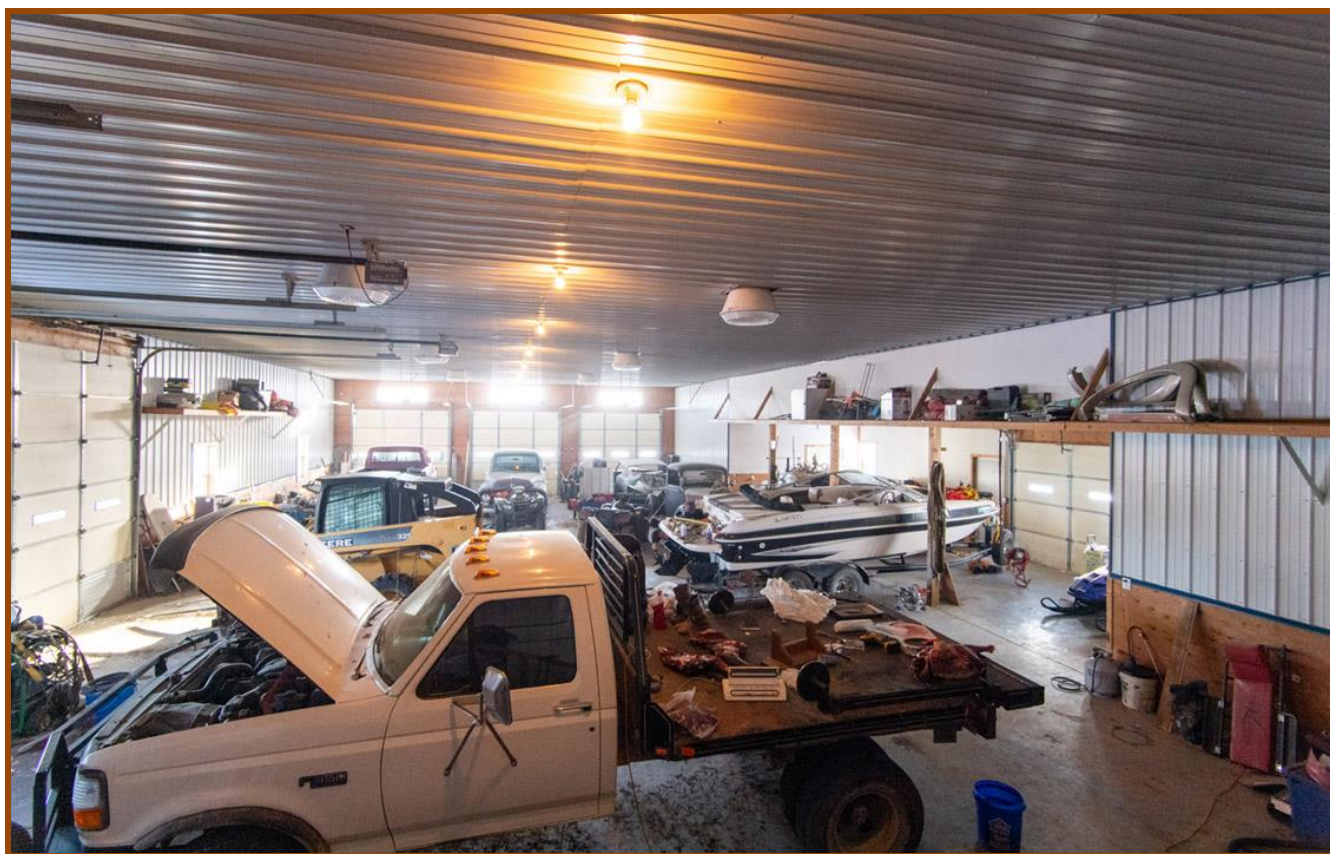
Livestock Barn:

Built in 2005, with approximately 14,786 sq. ft. of roofed area, the livestock barn includes ten stalls, calving pen, working corrals, a covered riding area as well as a heated vet room with full bathroom and living area.



Shop:

The 7,000 sq. ft. shop has concrete floors throughout, heat, a half bath, deep-sink dog wash, and ten overhead electric doors.



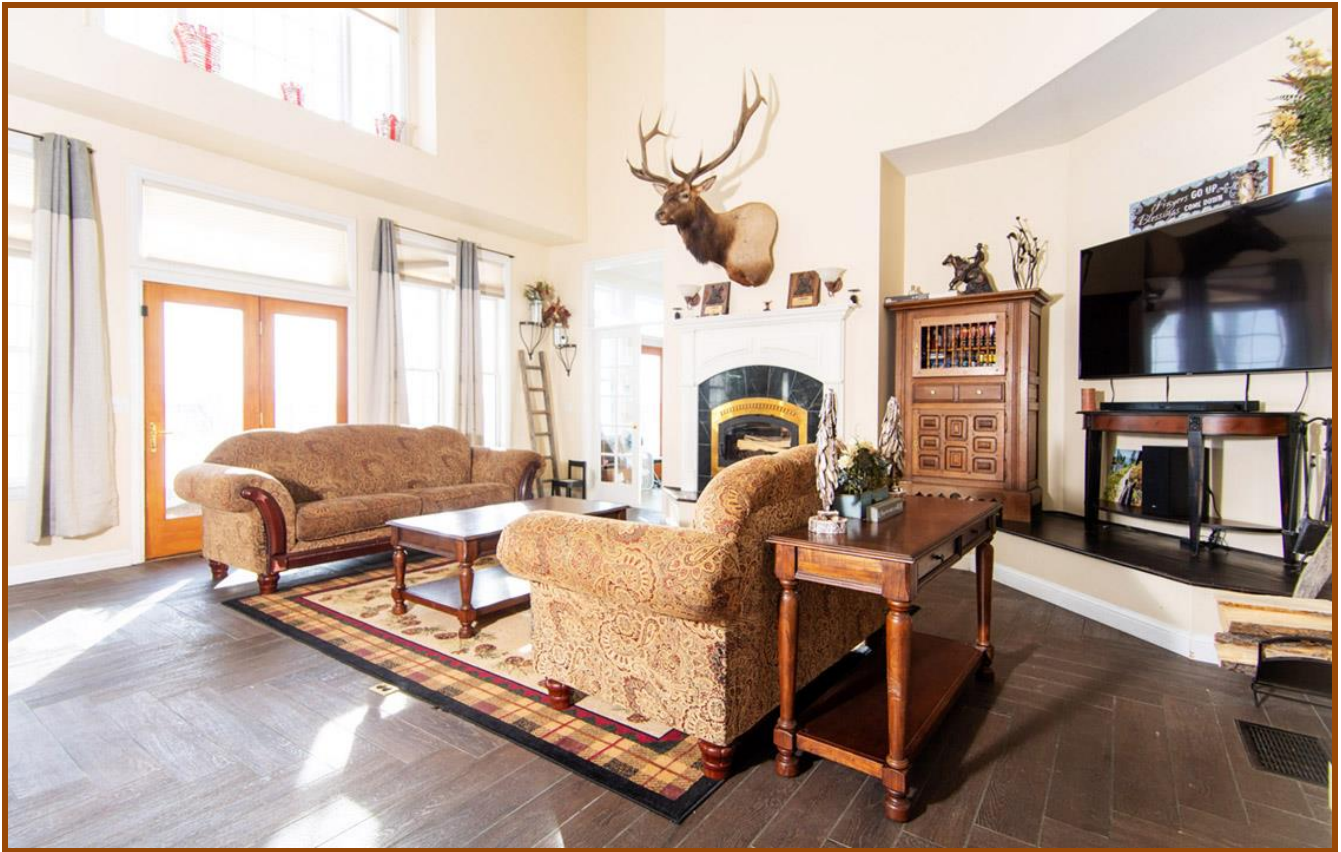
Main Home:

This charming, two-story, 5,231 sq. ft. farm home was built in 2000. The exterior features a wraparound porch and circle drive.



On the main level is the kitchen with granite countertops, a large walk-in pantry, laundry room, master suite, living room with wood stove, an office, and a half bath.





The master suite bathroom features a dual vanity sink, jetted tub, and shower.

The second floor overlooks the great room and has two bedrooms, each with their own bathroom and large closets.

The basement has a main theatre room and four additional rooms that could be used as a craft room, reloading room, storage, or additional non-conforming bedrooms.



The main home is connected to a large guest suite by a breezeway and three car garage. It features a full bathroom, kitchenette, and large open room currently used to house guests and hunters.



Other improvements on the Seven X Ranch include:

- 160' x 315' outdoor roping arena with return alley and opposite end holding pens.
- 1,500 sq. ft. horse barn with eight stalls and a tack room.
- 764 sq. ft. cabin built in 1920. Features two bedrooms, a full bath, living room with wood stove, and kitchen. Traditionally used for hunters, this cabin has recently been remodeled.
- Several other sheds.



UTILITIES

- Electricity (Ranch) – High Plains Electric \$3,100 annually
- Electricity (Irrigation)– High Plains Electric \$21,000 annually
- Propane – Blakeman Propane
- Communications – cell coverage, Alluretech internet \$40/month
- Water – Private Well
- Sewer – Private septic, pumped November 2019
- Television – Satellite TV
- Garbage – Waste Connection

RECREATION & WILDLIFE

Wildlife abounds on the Seven X Ranch including trophy mule deer, whitetail, antelope, elk, turkeys, coyotes, bobcats, eagles, and waterfowl.

If uncrowded waters teeming with blue ribbon trout is the stuff of your dreams, look no further than Casper. Named the **#1 Big Fish Destination** by *American Angler Magazine*, Casper is widely considered to be Wyoming's top fishing spot by anglers around the world. It's the perfect place to find the fishing experience of a lifetime — be it along the famed Miracle Mile stretch of the North Platte River or among the hustle and bustle of our urban core. And while the North Platte waters are renowned, Casper also offers two nearby reservoirs for year-round fishing opportunities. If you're looking to find big fish and lots of 'em, grab your rod and head to Casper. From the website and for more information, please visit, <https://visitcasper.com/things-to-do/fish/>.



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 the following: 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.

The Seven X Ranch is within minutes to schools which include higher level school attendance at Casper College.



AIRPORT INFORMATION

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

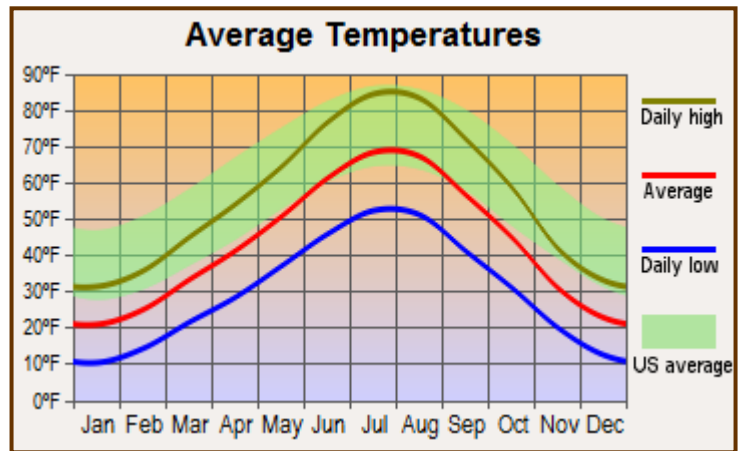
Casper, Wyoming: Delta and United provide daily air service with connections to Denver, and Salt Lake City, Utah. This airport also has charter flights and rental cars available. For more information, please visit <http://iflycasper.com>. Complete aeronautical information can be found at <http://www.airnav.com/airport/CPR>.

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



CLIMATE

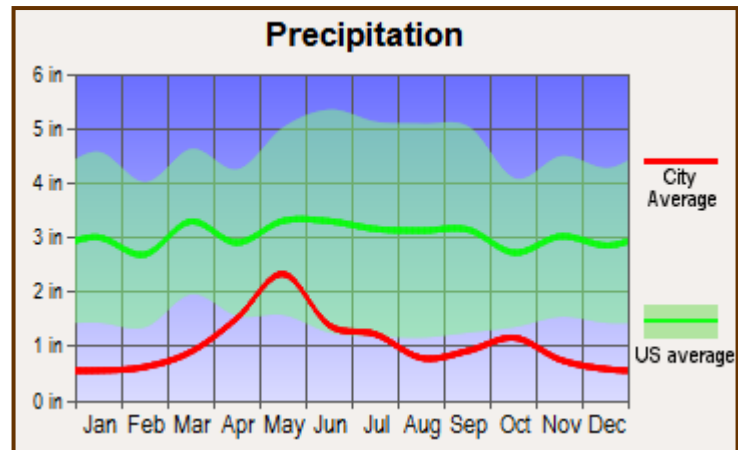
According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Casper, Wyoming area is approximately 12 inches including 76 inches of snow fall. The average high temperature in January is 34 degrees, while the low is 13 degrees. The average high temperature 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 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.

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 \$3,150,000

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 \$150,000 (One Hundred Fifty 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.

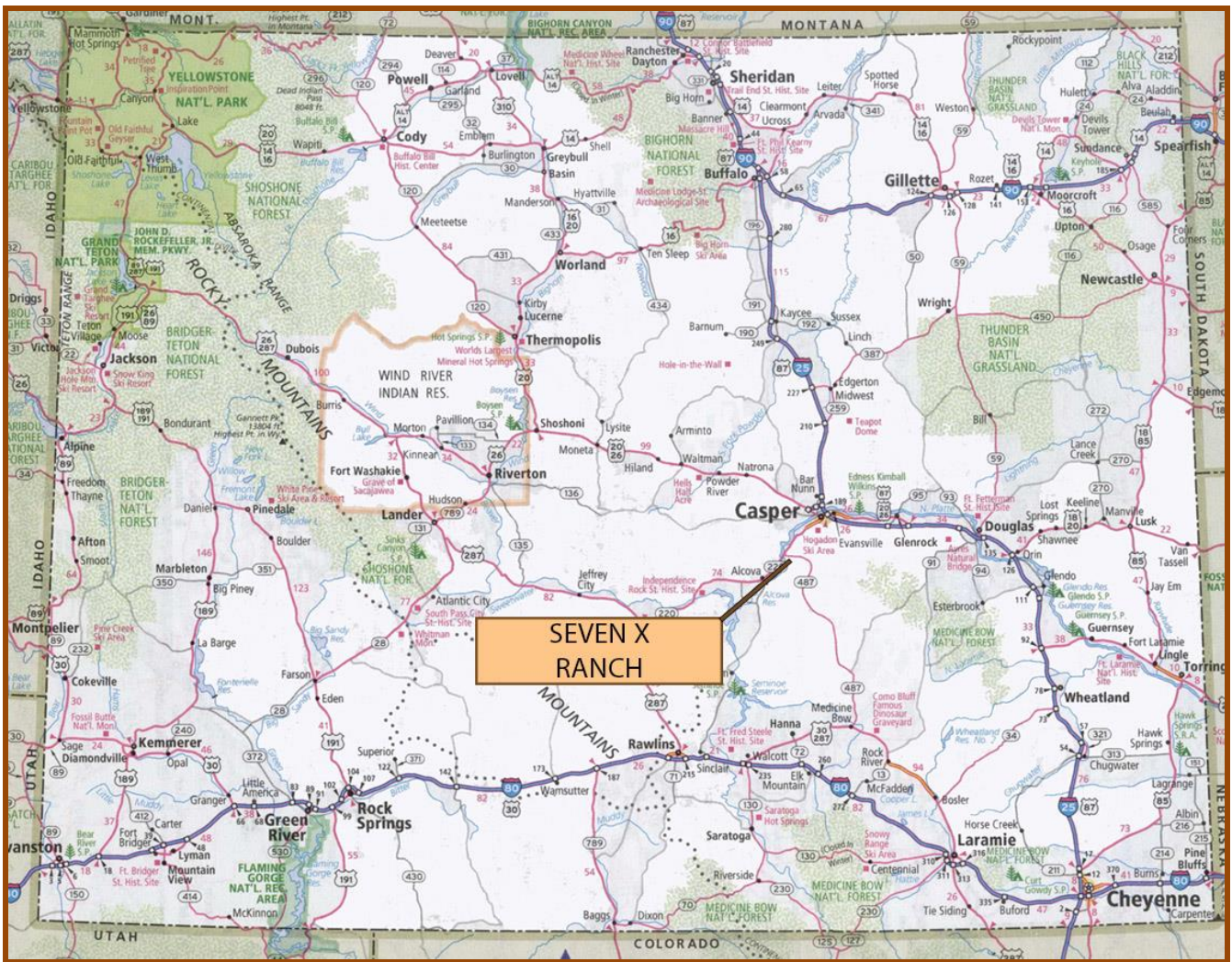
Boundaries shown on accompanying maps are approximate based on the legal description and may not indicate a survey. Maps are not to scale and are for visual aid only. Their accuracy is not guaranteed.



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.

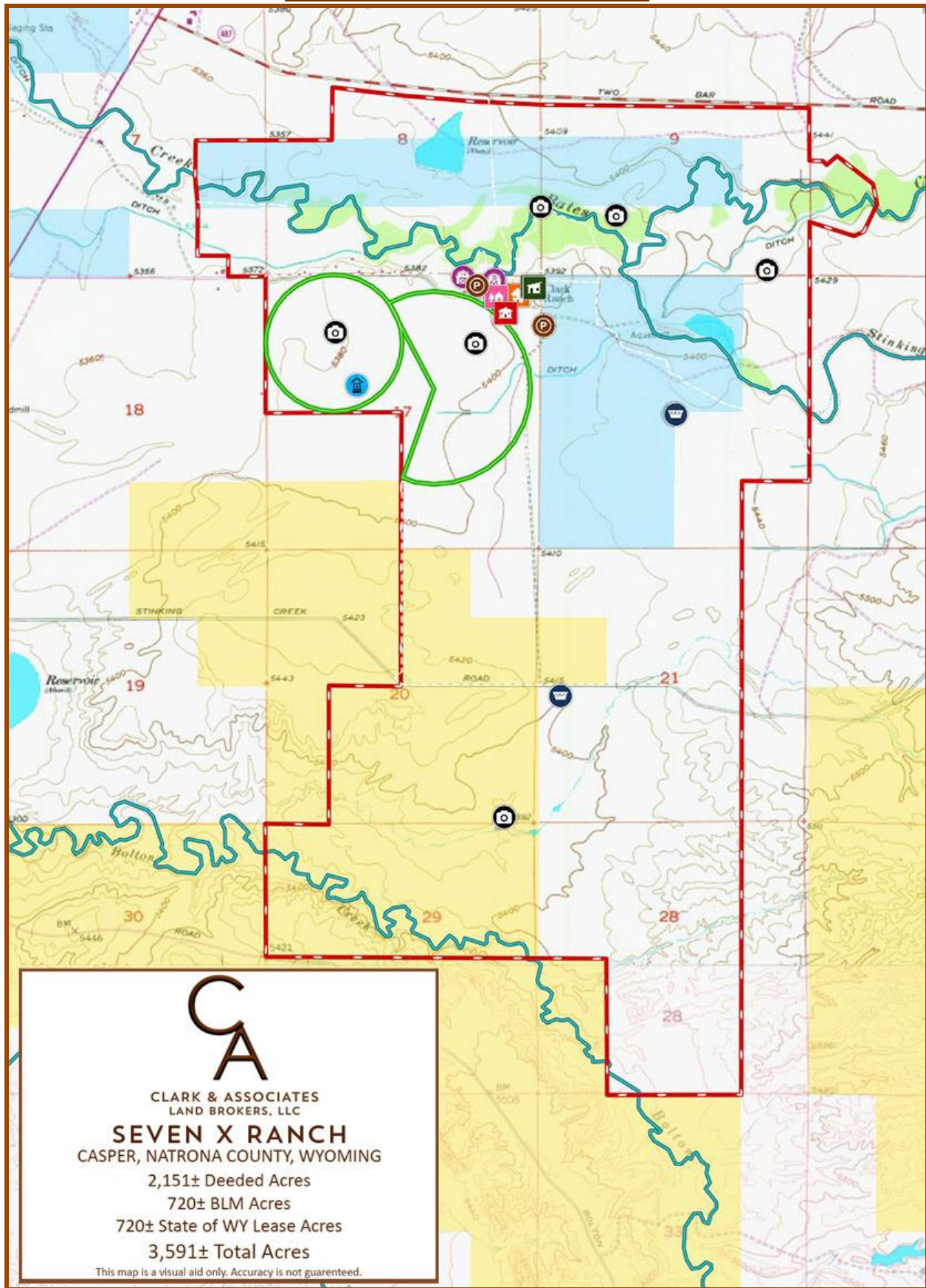
Notice to Buyers: Wyoming Real Estate Law requires that the listing Broker and all licensees with the listing Broker make a full disclosure, in all real estate transactions, of whom they are agents and represent in that transaction. All prospective buyers must read, review and sign a Real Estate Brokerage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

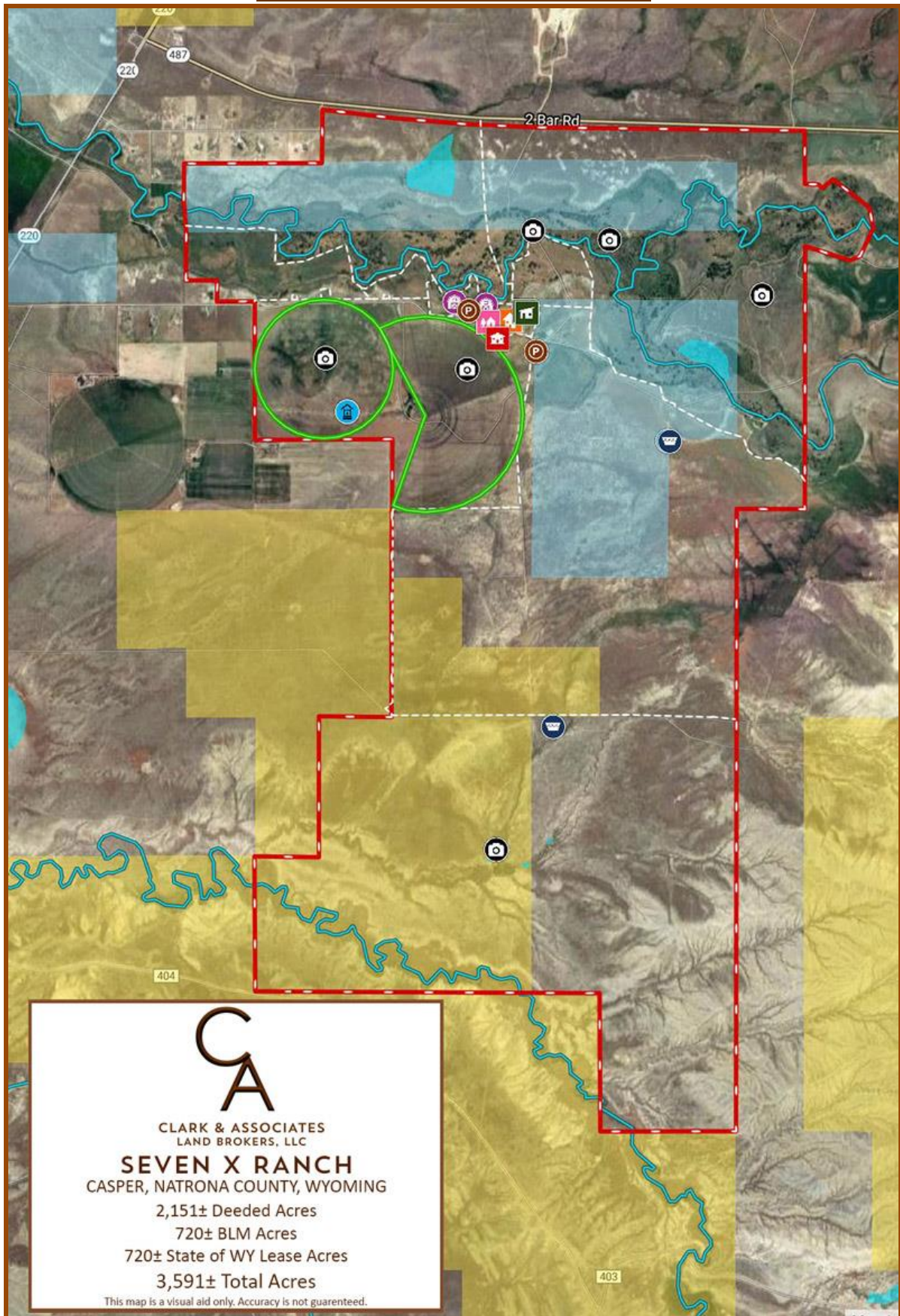


NOTES

SEVEN X RANCH TOPO MAP



SEVEN X RANCH ORTHO MAP



JR Barnes Consulting, LLC

502 Dayshia Lane
Cheyenne, WY 82007
307-630-8982
dtmjohn@bresnan.net

January 16, 2020

Mr. Cory Clark
Clark & Associates Land Brokers
PO Box 47
Lusk, WY 82225

Re: Water Rights Search: Seven X Ranch – see attached legal description

Dear Mr. Clark,

A search of the State Office e-permit system was conducted and the records were checked against the original records in the State Engineer's Office for the attached land description. The following are the water rights were found in the records for the attached land description:

SURFACE WATER

Permit No. T52D, Territorial

Bates Creek Ditch, Priority Date: March 14, 1886. Certificate Record No. 57, page 266, Order Record No. 10, page 145, Proof No. 52. Source: Bates Creek, trib North Platte River. This permit is for original supply irrigation for the following lands:

T31N, R81W

Section 9	NESE	8.00 acres
	SESE	36.00 acres
Section 10	NWSW	4.00 acres
	<u>SWSW</u>	<u>39.00 acres</u>
	TOTAL	87.00 acres (1.24 cfs)

Permit No. 1297D

Clark Ditch, Priority Date: June 18, 1896. Certificate Record No. 36, page 568, Order Record No. 5, page 59, Proof No. 13365. Source: Bates Creek, trib North Platte River. This permit is for original supply irrigation for the following lands:

T31N, R81W

Section 17	NENE	32.00 acres
	NWNE	40.00 acres
	SWNE	40.00 acres
	SENE	36.00 acres
	NENW	40.00 acres
	NWNW	40.00 acres
	SWNW	40.00 acres
	<u>SENW</u>	<u>40.00 acres</u>
	TOTAL	308.00 acres (4.40 cfs)

Permit No. 6192D/549R

Bates Creek Reservoir, Priority Date: February 16, 1904. Capacity: 3,112.0 ac-ft.
Permit No. 6192D is the secondary permit to tie the stored water to specific lands. Permit No. 6192 D was not pursued and is expired for the following lands:

T31N, R81W

Section 17	N½	320.00 acres
Section 9	NESE	20.00 acres
	SESE	40.00 acres
Section 10	NWSW	40.00 acres
	SWSW	40.00 acres

Permit No. 12620D

Clark Reservoir No. 2 Outlet Ditch, Priority Date: April 3, 1914. Certificate Record No. 41, page 366, Order Record No. 5, page 705, Proof No. 16674. Source: Two Bar Draw and Clark No. 2 Reservoir, trib Bolton Creek, trib North Platte River. This permit is for original supply irrigation and secondary supply water for the following lands:

T31N, R81W

Section 21	NENW	7.00 acres
	NWNW	5.00 acres
	<u>SEnw</u>	<u>7.00 acres</u>
	TOTAL	19.00 acres (0.27 cfs)

Permit No. 18500D

Tobin No. Three Ditch as changed to the Bates Creek Ditch, Priority Date: July 9, 1934. Certificate Record No. 57, page 304, Order Record No. 10, page 160, Proof No. 22522. Source: Bates Creek, trib North Platte River. This permit is for original supply irrigation for the following lands:

T31N, R81W

Section 9	SWNE	40.00 acres
	SENE	40.00 acres
	SWNW	40.00 acres
	<u>SEnw</u>	<u>40.00 acres</u>
	TOTAL	160.00 acres (2.29 cfs)

Permit No. 19296 Expired

This is a secondary permit for stored water from Bates Creek Reservoir, P549R. This permit was not pursued and is expired for the following lands:

T31N, R81W

Section 8	SWNE	40.00 acres
	SENE	40.00 acres
	SEnw	30.00 acres

Section 9	SWNE	40.00 acres
	SENE	40.00 acres
	SWNW	40.00 acres
	SENW	40.00 acres
	NESE	25.00 acres

Permit No. 19298 Expired

Place & Crouse Ditch. This is a secondary permit for stored water from Bates Creek Reservoir, P549R. This permit was not pursued and is expired for the following lands:

T31N, R81W

Section 16	NENE	4.00 acres
	SENE	20.00 acres
	NESE	40.00 acres
	NWSE	40.00 acres
	SWSE	40.00 acres
Section 21	NWNE	40.00 acres

Permit No. 35950D

71 Spring Pipeline, Priority Date: January 29, 2018. Source: 71 Spring Draw, trib Bates Ck, trib North Platte River. This permit is for stock use at the following locations:

T31N, R81W

Section 8	NWNE
	SWNE
	SENE
	NENW
	SENW

Permit No. 2591E

Enlarged Place & Crouse Ditch, Priority Date: Oct. 28, 1911. Certificate Record No. 38, page 546, Order Record No. 5, page 343, Proof No. 14716. Source: Bates Creek, trib North Platte River. This permit is for original supply irrigation of the following lands:

T31N, R81W

Section 16	NESE	40.00 acres
	NWSE	40.00 acres
	SWSE	40.00 acres
Section 21	<u>NWNE</u>	<u>40.00 acres</u>
	TOTAL	160.00 acres (2.29 cfs)

Permit No. 3018E

Enlarged Clark Ditch, Priority Date: July 22, 1914. Certificate Record No. 42, page 713, Order Record No. 6, page 190, Proof No. 17532. Source: Bates Creek, trib North Platte River and Bates Creek Reservoir. This permit is for original supply irrigation and secondary supply to the following lands:

T31N, R81W

Section 17	NESE	22.00 acres
	NWSE	40.00 acres
	SWSE	35.00 acres
	SESE	16.00 acres
Section 20	NENE	16.00 acres
Section 21	<u>NWN</u>	<u>2.00 acres</u>
	TOTAL	131.00 acres (1.87 cfs)

Permit No. 5218E EXPIRED

Tobin Enlargement of the Place & Crouse Ditch. This permit is expired for the following lands:

Section 16	NENE	4.00 acres
	SENE	20.00 acres

Enlarged Tobin No 3 Ditch as changed to the Bates Ck Ditch, Priority Date: July 12, 1939.
Certificate Record No. 85, page 92, Order Record No. 61, page 267, Proof No. 39284. Source:
Bates Creek, trib North Platte River. This permit is for original supply irrigation for the following
lands:

Section 10 NWSW 5.00 acres (0.07 cfs)

Section 8	SWNE	30.00 acres
	SENE	40.00 acres (Changed to the Bates Creek Ditch)
	SENE	40.00 acres (Changed to the Bates Creek Ditch)
	SENE	40.00 acres (Changed to the Bates Creek Ditch)
Section 9	SENE	40.00 acres (Changed to the Bates Creek Ditch)
	SENE	40.00 acres (Changed to the Bates Creek Ditch)
	SENE	40.00 acres (Changed to the Bates Creek Ditch)
	SENE	40.00 acres (Changed to the Bates Creek Ditch)
Section 10	SENE	40.00 acres (Changed to the Bates Creek Ditch)
	SENE	40.00 acres (Changed to the Bates Creek Ditch)
	SENE	40.00 acres (Changed to the Bates Creek Ditch)
	SENE	40.00 acres (Changed to the Bates Creek Ditch)

Section 8 S1½NE

This reservoir is located within the land description but doesn't supply water within the description.

Permit No. 2717R

Clark No. 2 Reservoir, Priority Date: Aug. 3, 1914. Certificate Record No. 41, page 565, Order Record No. 5, page 705, Proof No. 16673. Source: Two Bar Draw, trib Bolton Ck, trib North Platte River. This reservoir is to supply water for lands under Permit No. 12620 with a capacity of 45 ac-ft. It is located as follows:

T31N, R81W

Section 21 NENE, SWNE, & SENE

GROUNDWATER

Permit No. UW10363

Tobin No. 1 Well, Priority Date: Sept. 10, 1971. Certificate Record No. UW 6, page 55, Order Record No. 33, page 72, Proof No. UW 2335. Source: Groundwater. This permit is for addition supply irrigation at 55 gpm for the following lands:

T31N, R81W

Section 17 NENE 5.90 acres

Having original supply under Clark Ditch, Permit No. 1297.

And stock use at the following locations:

Section 17 NENE & SENE

Permit No. UW10364 (See map with UW 10363)

Tobin No. 2 Well, Priority Date: Sept. 10, 1971. Certificate Record No. UW 14, page 105, Order Record No. 65, page 480, Proof No. UW 2336. Source: Groundwater. This permit is for addition supply irrigation at 1200 gpm for the following lands:

T31N, R81W

Section 17	NENW	31.30 acres
	NWNW	31.50 acres
	SWNW	31.30 acres
	<u>SEnw</u>	<u>0.90 acres</u>
	TOTAL	95.00 acres

Having original supply through the Clark Ditch, Permit No. 1297, and additional supply from the Tobin No. 3 Well, UW 10365.

Section 17 SENW 20.00 acres

Having original supply under the Clark Ditch, Permit No. 1297, and additional supply under the Enlarged Tobin No. 3 Well, UW 35756.

And stock use at the following locations:

Section 17 NE¼ & SENW

Permit No. UW10365

Tobin No. 3 Well, Priority Date: Sept. 10, 1971. Certificate Record No. UW 14, page 106, Order Record No. 65, page 480, Proof No. UW 2337. Source: Groundwater. This permit is for addition supply irrigation at 1550 gpm for the following lands:

T31N, R81W

Section 17	NENW	31.30 acres
	NWNW	31.50 acres
	SWNW	31.30 acres
	<u>SENW</u>	<u>0.90 acres</u>
	TOTAL	95.00 acres

Having original supply under Clark Ditch, Permit No. 1297, and additional supply under the Tobin No. 2 Well, UW 10364.

And stock use at the following locations:

Section 17 SENE, NENW, NWNW & SENW

Permit No. UW 13600

Tobin No. 4 Well, Priority Date: Apr. 11, 1972. Source: Groundwater. This permit is for stock use at 25 gpm and the following locations:

T31N, R81W

Section 16 NESW, SESW, NESE

Section 21 NENW

Permit No. UW 31985

Mosebar #1 Well, Priority Date: Feb 13, 1976. Source: Groundwater. This permit is for stock use at 10 gpm and the following locations:

T31N, R81W

Section 7 SESE

Permit No. UW 35755

Enlarged Tobin No. 2 Well, Priority Date: Sept. 24, 1976. Certificate Record No. UW 14, page 107, Order Record No. 65, page 480, Proof No. UW 2339. Source: Groundwater. This permit is for additional supply irrigation at 0 gpm and the following location:

T31N, R81W

Section 16	NWNE	1.50 acres
	SWNE	40.00 acres
	SENE	27.40 acres
	<u>SENE</u>	<u>19.10 acres</u>
	TOTAL	88.00 acres

Having original supply under the Clark Ditch, Permit No. 1297, and additional supply from the Enlarged Tobin No. 3 Well, UW 35756.

Permit No. UW 35756

Enlarged Tobin No. 3 Well, Priority Date: Sept. 24, 1976. Certificate Record No. UW 14, page 108, Order Record No. 65, page 480, Proof No. UW 2340. Source: Groundwater. This permit is for additional supply irrigation at 0 gpm and the following location:

T31N, R81W

Section 17	NWNE	1.50 acres
	SWNE	40.00 acres
	SENE	27.40 acres

	<u>SENE</u>	<u>19.10 acres</u>
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	TOTAL	88.00 acres
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Having original supply under the Clark Ditch, Permit No. 1297, and additional supply from the Enlarged Tobin No. 2 Well, UW 35755.

Section 17	SENE	20.00 acres
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Having original supply under the Clark Ditch, Permit No. 1297, and additional supply from the Tobin No. 2 Well, UW 10364.

Permit No. UW 88682

Oman #1 Well, Priority Date: July 1, 1992. Source: Groundwater. This permit is for domestic use at 25 gpm and the following location:

T31N, R81W

Section 17	NENE
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These are records found in the State Engineer's Office and Board of Control records as of January 15, 2020, and may or may not reflect the actual situation on the ground. Failure to use water for five (5) consecutive years when water is available may constitute grounds for forfeiture of the water right.

John R. Barnes, President
J R Barnes Consulting, LLC

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



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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.

Customer. (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 be 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 Seller'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 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 ACKNOWLEDGEMENT, 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 _____, 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 _____ DATE _____ TIME _____

BUYER _____ DATE _____ TIME _____