



**CLARK & ASSOCIATES
LAND BROKERS, LLC**

Specializing in Farm, Ranch, Recreational & Auction Properties

Proudly Presents



CANYON SPRING WEST
Chugwater, Platte County, Wyoming

The Canyon Spring West Ranch consists of 1,186± deeded acres located 14 miles northeast of Chugwater, Wyoming. The pastures are fenced and crossed-fenced with good quality grass. The headquarters are immaculate and user-friendly with a home, barn, equipment shop and a second pole barn/shop.

LOCATION & ACCESS

The Canyon Spring West property has year-round access from a good county road. From Chugwater, travel east on WY-313 E/One Tree Road for 9.3 miles; turn left onto County Line Road for 5 miles. The headquarters are on your left at 543 N County Line Road #1.

Several towns and cities in proximity to Horses, Hills and Stars include:

- | | |
|---|--------------------|
| • Chugwater, Wyoming (population 178) | 14 miles northeast |
| • Wheatland, Wyoming (population 3,548) | 38 miles northeast |
| • Torrington, Wyoming (population 5,534) | 45 miles northeast |
| • Cheyenne, Wyoming (population 56,915) | 60 miles south |
| • Scottsbluff, Nebraska (population 14,785) | 75 miles east |
| • Laramie, Wyoming (population 27,523) | 94 miles southwest |
| • Fort Collins, Colorado (population 138,736) | 105 miles south |
| • Denver, Colorado (population 701,621) | 160 miles south |



SIZE & DESCRIPTION

1,186.88± Deeded Acres

The Canyon Spring West property features pastures that are of high quality, native grasses and the property is fenced and cross-fenced into seven pastures. All the pastures are all well-watered with five tanks tied into the house well plus an additional two other wells with tanks on them. The fences are 4 and 5-wire barbed wire on wood and steel posts and are in good condition.

The elevation of the property is approximately 5,150 to 5,250 feet above sea level.



SOILS

- Bayard-Phiferson-Treon, thin solum complex, 3 to 45 percent slopes, 465 acres, 36%
- Cedak-Recluse-Treon very fine sandy loams, 0 to 6 percent slopes, 399 acres, 31%
- Recluse-Cedak loams, 0 to 6 percent slopes, 123 acres, 9%
- Treon, thin solum-Phiferson-Keeline fine sandy loams, 0 to 6 percent slopes, 103 acres, 8%
- Recluse-Albinas-Treon, thin solum, complex, 0 to 6 percent slopes, 72 acres, 6%
- Recluse fine sandy loam, 3 to 6 percent slopes, 39 acres, 3%
- Vetall-Julesburg fine sandy loams, 0 to 6 percent slopes, 30 acres, 2%

REAL ESTATE TAXES

According to the Platte County Assessor's records, the real estate taxes for the Canyon Spring West are approximately \$3,472 annually.

MINERAL RIGHTS

Any and all mineral rights associated with the property owned by the seller, if any, will be negotiable in a purchase contract.

WATER RESOURCES

- One domestic well
- Two stock wells
- Livestock tanks
- Spring fed pond



UTILITIES

Electricity – Wheatland REA, approximately \$275/month
Propane – 1,000 gallon propane tank, rented
Communications – Cell coverage is available
Water – Private well, 2 livestock wells, frost free hydrants
Sewer – Private septic
Television – Satellite TV
Internet – Hughes net

IMPROVEMENTS

The Canyon Spring West headquarters features a 2-bedroom, 2-bathroom home with an oversized 2-car garage.





The horse corrals are pipe with steel windbreaks and a 30' x 40' barn that features tongue and groove walls, tie racks with feed bunks, and a nice sized tack room.

The 3,280 sq. ft. Quonset hut is insulated with a cement floor, electricity, walk-through door and a 14' overhead door with an opener.

The 2,304 sq. ft. pole barn has a dirt floor, electricity, two walk-through doors, a 10' overhead door with an opener and a sliding barn door with several windows for natural light.

There is a lean-to on the east side of the barn that leads to the pipe cattle working pens.

There are six sorting pens with an alley. The headquarters are all very neat, attractive, and user friendly.





CARRYING CAPACITY / RANCH OPERATIONS

The Canyon Spring West is owner-rated at 52 cow/calf pairs with supplemental winter feeding. The ranch is cross-fenced into seven pastures for flexible management and efficient grazing rotation. Most fences are four and five strands of barbed wire on wood and steel posts and are in good condition.

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



RECREATION & WILDLIFE

Wildlife includes mule deer, antelope, coyotes, bobcats, Red-tail hawks, and upland game birds can be seen frequenting the pastures on the Canyon Spring West. The Canyon Spring West property is located in Elk Area 3. Please see the Wyoming Game and Fish website at <https://wgfd.wyo.gov/> for more specific dates and hunting regulations.

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.



COMMUNITY AMENITIES

Chugwater, Wyoming is nestled next to I-25 along the Chugwater Creek. It is a friendly community with natural beauty. The Chugwater Museum, a National Historic marker, can be found in the town itself; it marks the stage stop on the Cheyenne to Deadwood route. The town is also the home of Chugwater Chili. Started by five ranch families in 1986, the company now sells chili seasoning around the world and welcomes visitors to stop in for a free taste. The Chugwater Soda Fountain offers old fashioned shakes and malts in the oldest working soda fountain in the State of Wyoming. Meals are offered there and at the Buffalo Lodge and Grill and the new Stampede Eatery, which also features live music every Friday and Saturday evening. One can find local artisan products at the Stage Stop Arts and Crafts Center as well as Variety Artisans Fabric and Gift Store.

Every year on the Saturday before Father's Day, the town comes alive with thousands of visitors coming in to enjoy the Chugwater Chili Cook-off. Contestants from around the United States bring in their own regional red or green recipes to the challenge. Free samples! There is also live entertainment all day long with fun for the entire family.

The Chugwater Town Park is the perfect place to stop and take a break. The Park has all the amenities kids would want as well as adult exercise equipment and benches for a nice break.

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 www.wheatlandwy.com.



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 <http://www.airnav.com/airport/KEAN>.

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

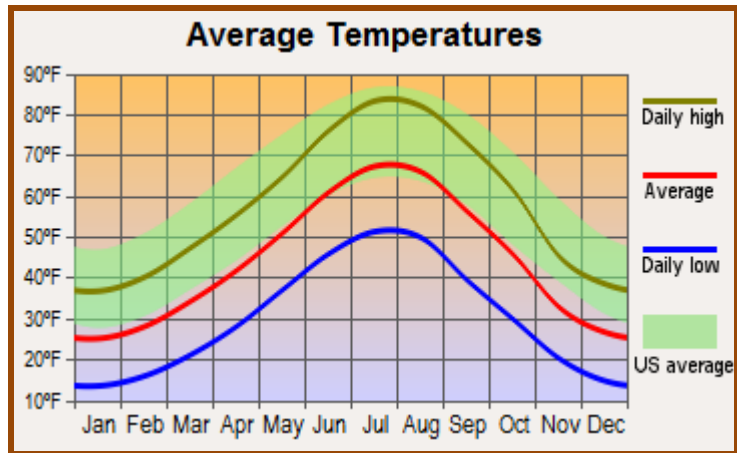
Cheyenne, Wyoming: Great Lakes Airlines operates flights daily from Cheyenne to Denver International Airport. The airline currently has code share agreements with United and Frontier Airlines to connect you with flights around the world. Cheyenne aeronautical information can be found at <http://www.cheyenneairport.com/>.

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 130 national and international destinations. For more information, visit the official website for Denver International Airport at www.flydenver.com.



CLIMATE

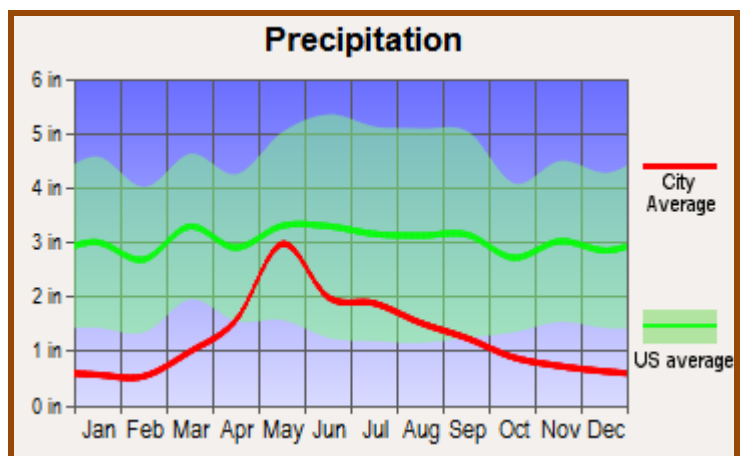
According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Chugwater, Wyoming area is approximately 16.8 inches including 69.4 inches of snow fall. The average high temperature in January is 42 degrees, while the low is 19 degrees. The average high temperature in July is 88 degrees, while the low is 55 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

\$3,000,000

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 the seller. The Seller reserves the right to effectuate a tax-deferred real estate exchange for all or part of the sales price, pursuant to Section 1031 of the Internal Revenue Code and the Treasury Regulations promulgated there under with no liability or expense to be incurred by the Buyer (in connection with the Seller's tax-deferred exchange).



CONDITIONS OF SALE

- I. All offers shall be:
 - A. in writing;
 - B. accompanied by an earnest money deposit check in the minimum amount of \$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.

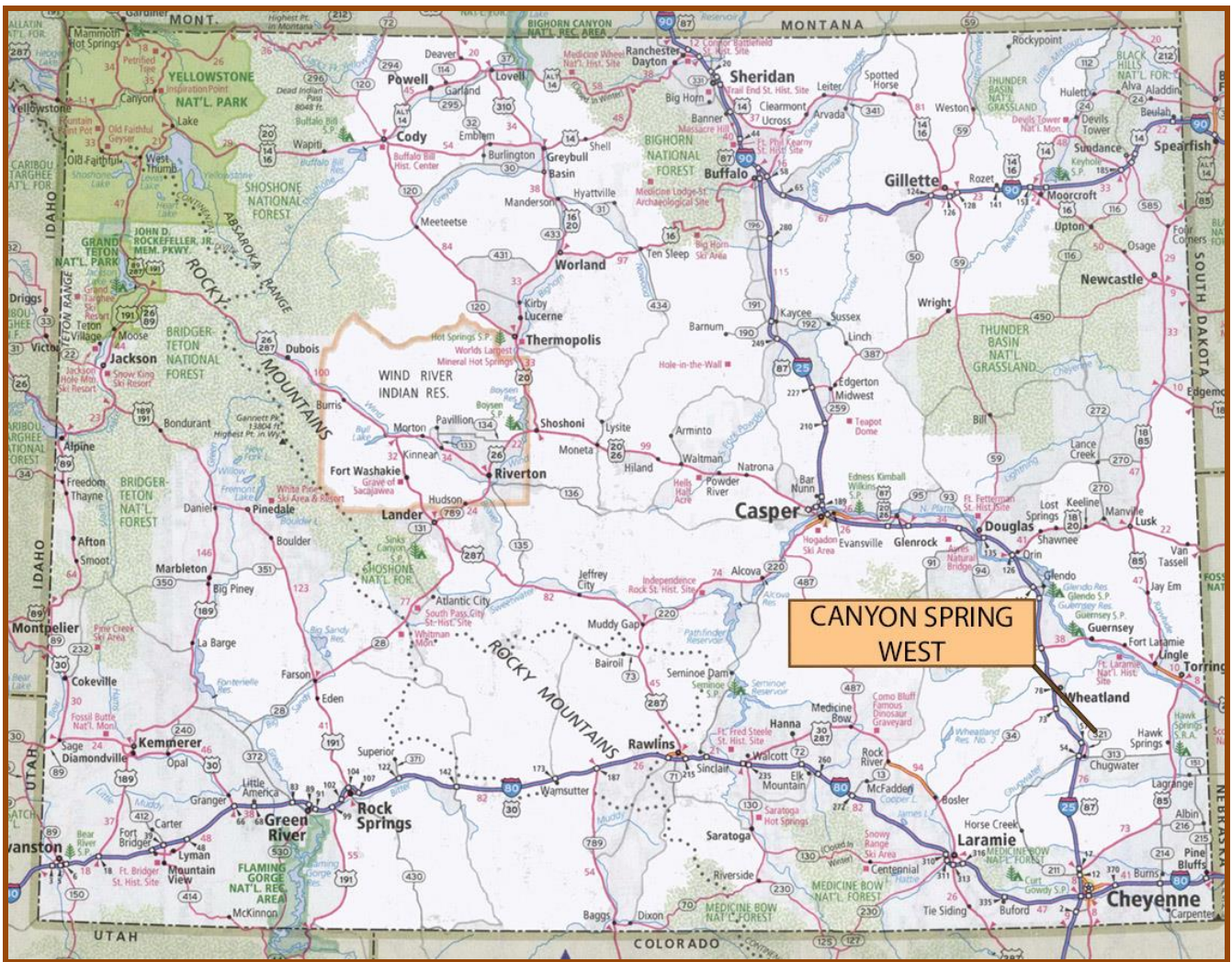
Boundaries shown on accompanying maps are approximate based on the legal description and may not indicate a survey. Maps are not to scale and are for visual aid only. Their accuracy is not guaranteed.



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.

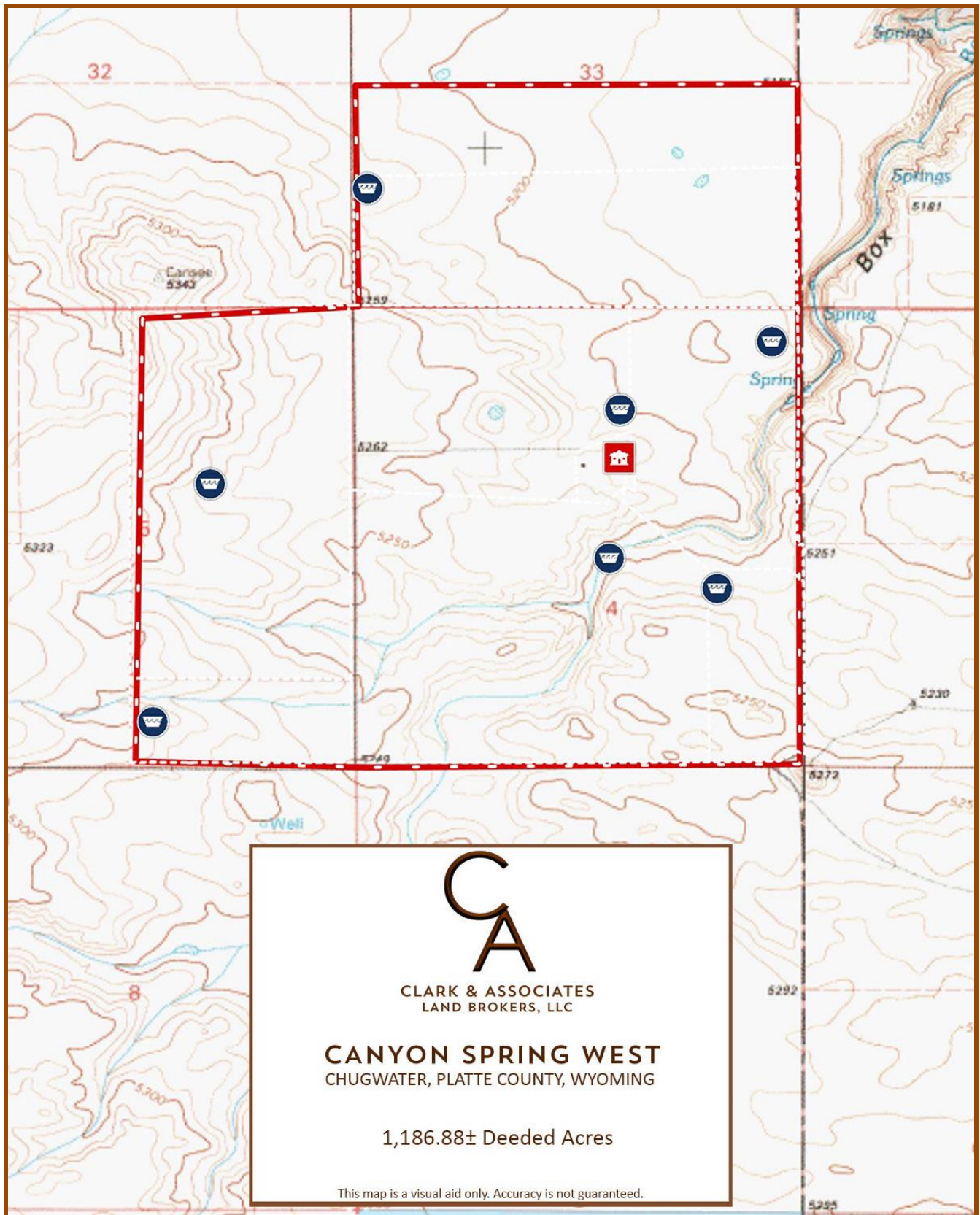
Notice to Buyers: Wyoming Real Estate Law requires that the listing Broker and all licensees with the listing Broker make a full disclosure, in all real estate transactions, of whom they are agents and represent in that transaction. All prospective buyers must read, review and sign a Real Estate Brokerage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

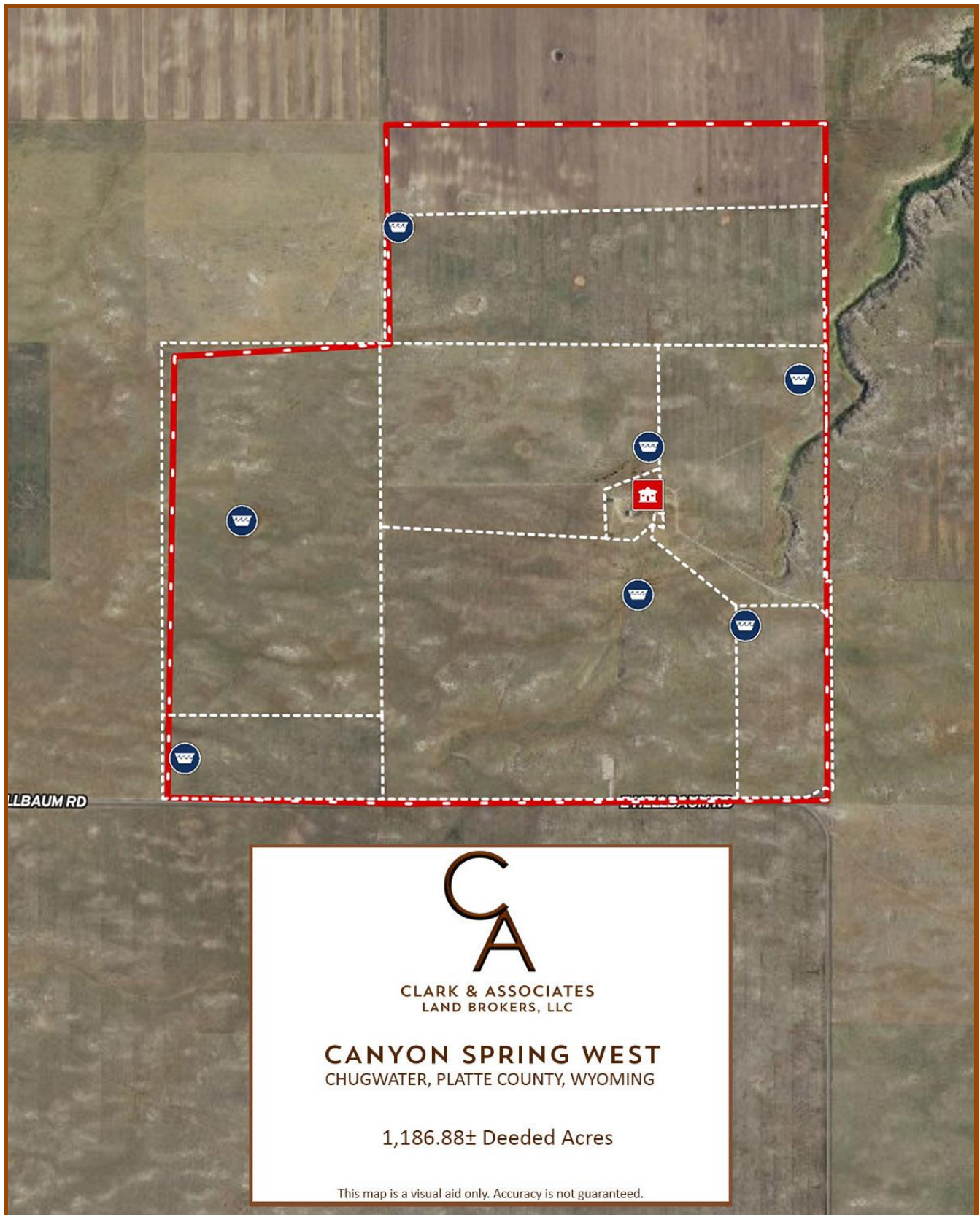


NOTES

CANYON SPRING WEST TOPO MAP



CANYON SPRING WEST ORTHO MAP



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



Jon Keil
Associate Broker, REALTOR®

Cell: 307-331-2833

jon@keil.land

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

Cory G. Clark - Broker / Owner

(307) 351-9556 ~ clark@clarklandbrokers.com
Licensed in WY, MT, SD, ND, NE & CO

Cheyenne, WY Office

2092 Road 220
Cheyenne, WY 82009

Mark McNamee - Associate Broker/Auctioneer/Owner

(307) 760-9510 ~ mcnamee@clarklandbrokers.com
Licensed in WY, MT, SD & NE

Billings/Miles City, MT Offices

6806 Alexander Road
Billings, MT 59105

Denver Gilbert - Associate Broker / Owner

(406) 697-3961 ~ denver@clarklandbrokers.com
Licensed in WY, MT, SD & ND

Belle Fourche, SD Office

907 Ziebach Street, Lot 804 • PO Box 307
Belle Fourche, SD 57717

Ronald L. Enszt - Associate Broker

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

Torrington, WY Office

6465 CR 39
Torrington, WY 82240

Michael McNamee - Associate Broker

(307) 534-5156 ~ mcnameeauction@gmail.com
Licensed in WY & NE

Wheatland, WY Office

4398 Palmer Canyon Road
Wheatland, WY 82201

Jon Keil – Associate Broker

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

Dayton, WY Office

157 Tongue Canyon Road • PO Box 358
Dayton, WY 82836

Matt Johnson – Associate Broker

(307) 751-4951 ~ matt@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.

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 _____