

Clark & Associates Land Brokers, LLC

Specializing in Farm, Ranch, Recreational & Auction Properties

Proudly Presents

BARTON RANCH

Moorcroft, Crook County, Wyoming



LOCATION & ACCESS

The Barton Ranch is ideally located between I-90 and US Highway 16 just east of Moorcroft, in Crook County, Wyoming. Situated on Wind Creek Road, the ranch is located approximately 9.5 miles east of Moorcroft and approximately 15 miles west of Upton, Wyoming. To access the ranch, take Interstate 90 exit 160 and turn south. The ranch headquarters are approximately two and a half miles down Wind Creek Road. The Barton Ranch is located in close proximity to the following cities:

Moorcroft, WY (pop. 1,009) - 9.5 miles west
Sundance, WY (pop. 1,161) - 29 miles east
Gillette, WY (pop. 29,087) - 38 miles west
Newcastle, WY (pop. 3,065) - 43 miles southeast
Hulett, WY (pop. 408) - 50 miles north
Spearfish, SD (pop. 10,494) - 62 miles east

Belle Fourche, SD (pop. 5,594) - 70 miles northeast
Deadwood, SD (pop. 1,270) - 75 miles east
Rapid City, SD (pop. 67,956) - 108 miles east
Casper, WY (pop. 53,569) - 164 miles southwest
Torrington, WY (pop. 5,776) - 205 miles south
Billings, MT (pop. 105,845) - 271 miles northwest



SIZE & DESCRIPTION

This 7,020± acre contiguous ranch consists of 5,490± deeded acres, 890± BLM Lease, and 640± State of Wyoming lease acres. Most of the Barton ranch is comprised of rolling hills with ample protection provided by cut-bank draws.

The Barton Ranch represents a tremendous, low-overhead yearling or cow/calf operation, with exceptional access. Situated east of Moorcroft, Wyoming on the edge of the Black Hills of Wyoming, this ranch has I-90 and US Highway 16 frontage along with exceptional access to some of the best livestock markets in the country located in Belle Fourche and St. Onge, South Dakota as well as the nationally-known Torrington Livestock Market located in Torrington, Wyoming.

CARRYING CAPACITY

This ranch is owner-rated at 300 cow calf pairs year-round or 1,000 head of yearlings for six months. The ranch currently runs 200 head of cow/calf pairs and 1,000 head of sheep year-round.



WATER RIGHTS

One well, equipped with a 300 barrel storage tank and over seven miles of pipeline, supplies water to three rubber tire or concrete tanks with enough risers and sets for another nine tanks. This system, along with 18 reservoirs which are supplied by runoff, makes this a very well-watered ranch. A complete water right search will be conducted and made available to potential buyers.

MINERAL RIGHTS

There are no mineral rights available with the Barton Ranch.

IMPROVEMENTS

The ranch has a very functional set of improvements consisting of a four bedroom home, a 50'x100' shop, and a 30'x100' barn with adequate support corrals.



CLIMATE

The following historical climate data summary is provided by the High Plains Regional Climate Center at the University of Nebraska:

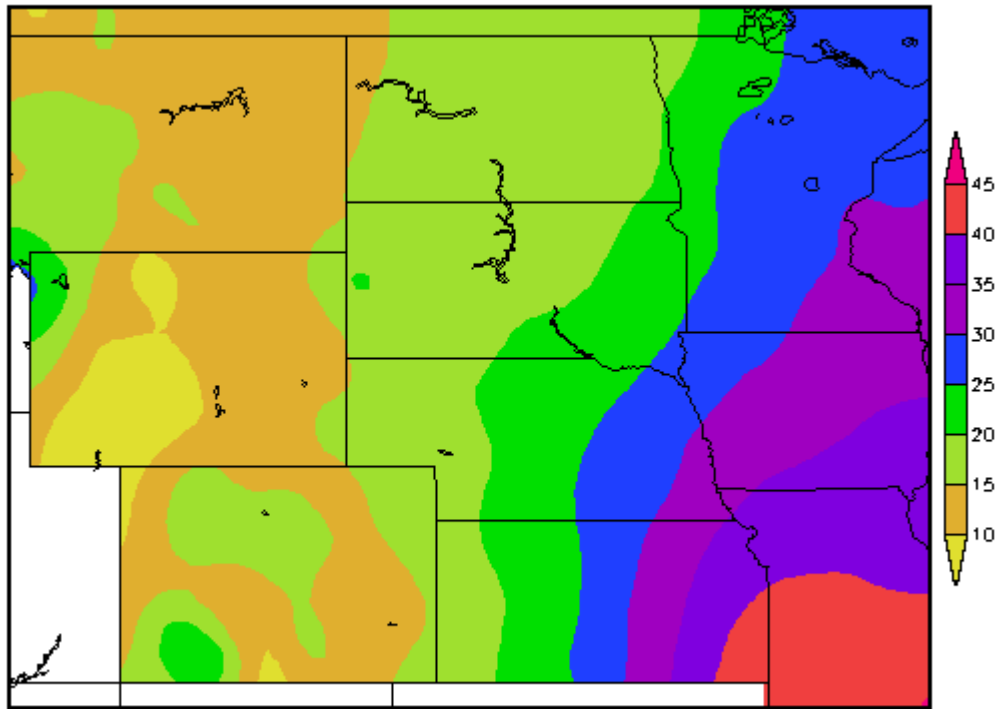
MOORCROFT, WYOMING

Period of Record Monthly Climate Summary

Period of Record : 1/13/1903 to 12/31/2010

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Average Max. Temperature (F)	31.2	35.5	43.9	55.7	65.2	76.2	86.1	85.3	73.6	60.2	45.3	34.0	57.7
Average Min. Temperature (F)	7.1	11.5	20.0	29.7	38.8	48.6	54.9	52.9	42.3	31.6	20.1	10.0	30.6
Average Total Precipitation (in.)	0.41	0.43	0.69	1.29	2.55	2.30	1.51	1.27	1.14	0.87	0.47	0.42	13.34
Average Total Snow Fall (in.)	5.4	5.1	6.4	4.1	3.0	0.1	0.0	0.0	0.4	1.7	4.0	6.3	36.5
Average Snow Depth (in.)	2	2	1	0	0	0	0	0	0	0	0	1	1

Annual Precipitation (inches)



High Plains Climate Center

TAXES

The real estate taxes on the Barton Ranch are approximately \$1,760 per year.

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



RECREATIONAL RESOURCES

Recreational opportunities abound in northeastern Wyoming and the Black Hills in every season. Activities in the area include snowmobiling, hunting, hiking, rock climbing, camping, four-wheeling, and golf as well as fishing, water skiing, sailing, swimming and other water sports which are available at Keyhole State Park and Cook Lake. Hulett is home to America's first national monument, Devils Tower, which is located 12 miles southwest of Hulett, and is a must-see by tourists all summer long. Walleye and pike fishing is available at Keyhole State Park, while trout fishing can be done at Cook Lake. There are numerous opportunities to hunt, hike, and snowmobile on groomed trails in the Bear Lodge National Forest which also provides the closest access to the Black Hills National Forest.

In addition to the Devil's Tower National Monument, this area is home to many of our nation's historical treasures such as Mount Rushmore, the Crazy Horse Memorial, and historic Deadwood, South Dakota.

The following websites provide information on the area's recreational destinations:

- SundanceWyoming.com
- SpearfishChamber.org
- GilletteChamber.com
- Hulett.org
- Deadwood.org
- VisitRapidCity.com
- CityOfDeadwood.com
- BlackHillsBadlands.com
- DevilsTowerGolf.com
- WyomingTourism.com
- Wyoming.gov
- TravelSD.com
- nps.gov/muro (Mount Rushmore)
- nps.gov/deto/ (Devils Tower)
- fs.fed.us/r2/blackhills/ (BH Nat'l Forest)
- CrazyHorse.org
- CusterStatePark.info
- SturgisMotorCycleRally.com
- gf.state.wy.us (Wyoming Game & Fish)
- sdgfp.info (SD Game Fish & Parks)

SURROUNDING AREA

Crook County, Wyoming was organized in 1875. Named after Brigadier General, George Crook, a commander during the Indian Wars, Crook County lies in the far northeast corner of Wyoming, and is home to over seven thousand residents. Devils Tower National Monument, located between Moorcroft, Hulett, and Sundance, was the first declared United States National Monument. With over 400,000 annual visitors, Devils Tower is magnificent sight for locals and tourists alike.

Moorcroft, Wyoming is located on the banks of the Belle Fourche River where the highway crosses the "Old Texas Trail". Once the largest cattle shipping point in the United States, the bustling town of Moorcroft has a rich history steeped in ranching and now serves the coal and oil industries as well. Moorcroft is home to three hotels, three cafés, a truck stop, bank and a K-12 school. For more information on Moorcroft, visit its website at <http://www.townofmoorcroft.com>.

Hulett, Wyoming was established in 1896 as a ranching and timber community. Nestled in the heart of the Bear Lodge Mountains, the area is rich in history and defined by the beauty and tradition of the American West. Hulett offers a friendly, hometown atmosphere with all the desirable amenities of a traditional, rural Wyoming town with an excellent school system, (K-12), bank, medical clinic, churches, restaurants, motels, and more. For more information, please visit <http://www.hulett-wyoming.com>.

Sundance, Wyoming, population 1,161, is located between Devils Tower and Mount Rushmore in the heart of the Wyoming Black Hills along Interstate 90 between Rapid City, South Dakota and Gillette, Wyoming. It is approximately 29 miles east of the Barton Ranch. Unparalleled scenery, adventure, and history abound throughout the area. Walk in the footsteps of the Sundance Kid (this is where he got the name) and discover breathtaking monuments and natural beauty. Sundance has a full retail center, school, hospital, and is the county seat for Crook County.

AIRPORT INFORMATION

Commercial airline service is available at Gillette, Wyoming; Rapid City, South Dakota; Casper, Wyoming; and Billings, Montana. The following is information on each of these airports:

Gillette, Wyoming: The Campbell County Airport has daily commercial flights operated by Delta, Great Lakes, and United Airlines. The website for the Campbell County Airport is <http://iflygillette.com/> and for complete aeronautical information, please visit <http://www.airnav.com/airport/KGCC>.

Rapid City, South Dakota: The Rapid City Regional Airport is located 8 miles southeast of the Rapid City, South Dakota. This is a commercial airport offering daily flights from Allegiant Air, American, Delta, and United. For specific information about the airport, flight schedules, amenities as well as relevant links about Rapid City and the surrounding area, visit <http://www.rcgov.org/Airport/pages>.

Casper, Wyoming: Delta and United provide daily air service with connections to Denver, and Salt Lake City, Utah, while Allegiant provides service to Las Vegas, Nevada from the Natrona County International Airport. 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>.

Billings, Montana: Situated on the rim rocks overlooking the city, Billings Logan International Airport is Montana's largest and busiest airport. The service area includes the western Dakotas, eastern Montana, and northern Wyoming. Scheduled passenger airline service is provided by Allegiant Air, Frontier, Horizon Air, Delta Airlines, Gulfstream Airlines, and United Airlines. There are approximately 25 to 30 passenger flights per day. For more information regarding this airport, please visit www.flybillings.com.





OFFERING PRICE

The offering price for the Barton Ranch has been reduced from \$2,490,000 to \$1,990,000.

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 \$120,000 (One Hundred Twenty 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.

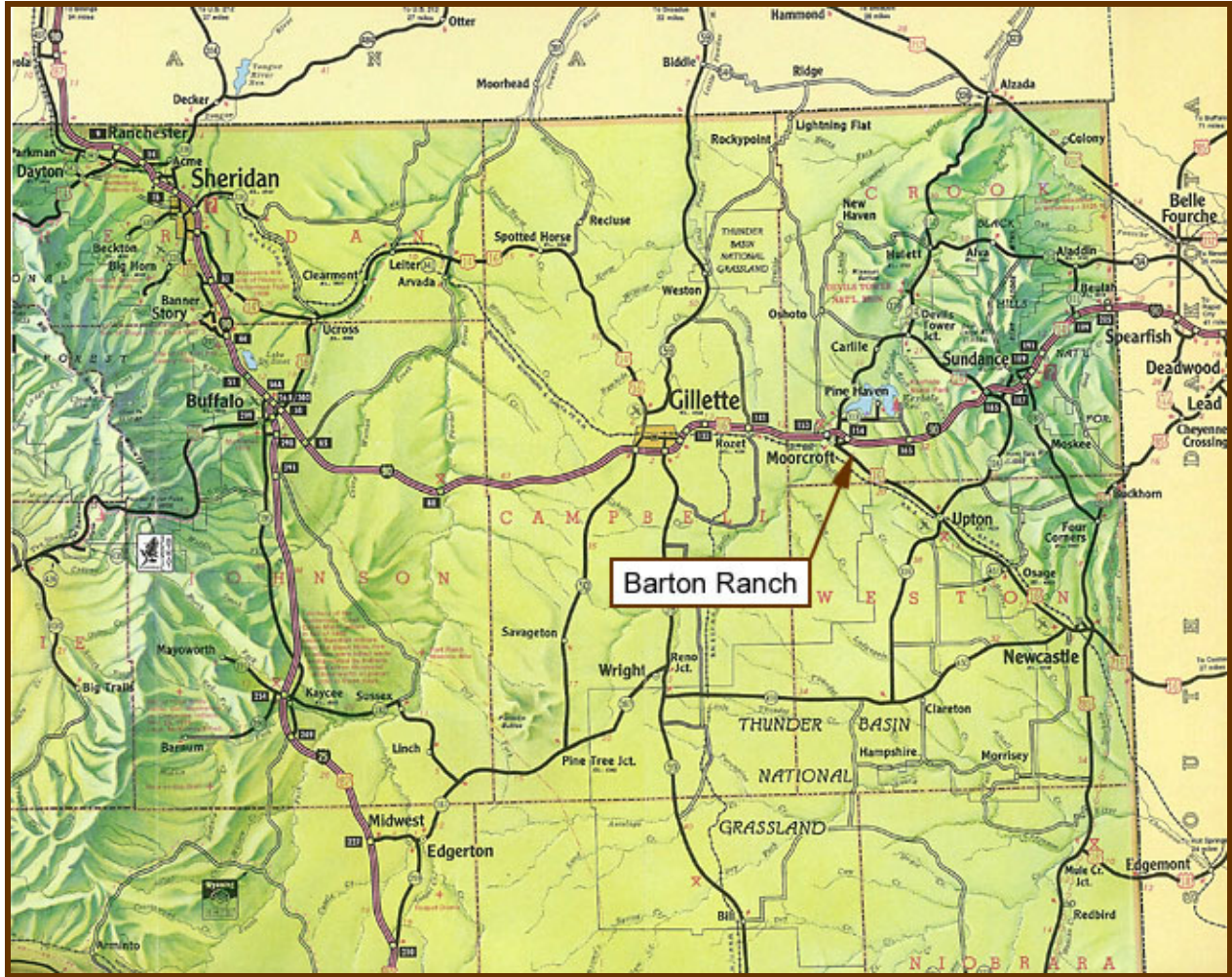
Boundaries shown on accompanying maps are approximate based on the legal description and may not indicate a survey. Maps are not to scale and are for visual aid only. Their accuracy is not guaranteed.



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.

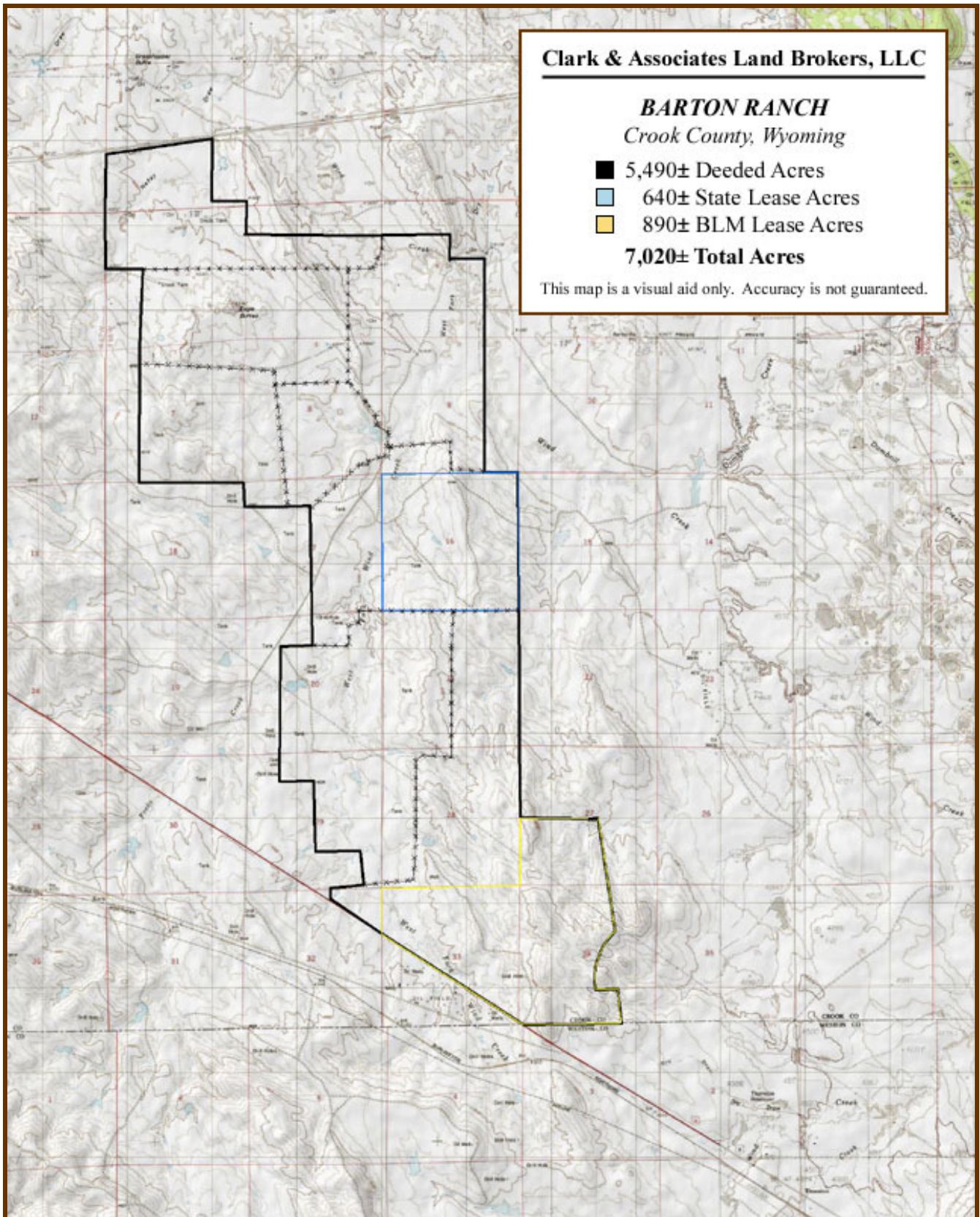
Notice to Buyers: Wyoming Real Estate Law requires that the listing Broker and all licensees with the listing Broker make a full disclosure, in all real estate transactions, of whom they are agents and represent in that transaction. All prospective buyers must read, review and sign a Real Estate Brokerage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

WYOMING LOCATION MAP

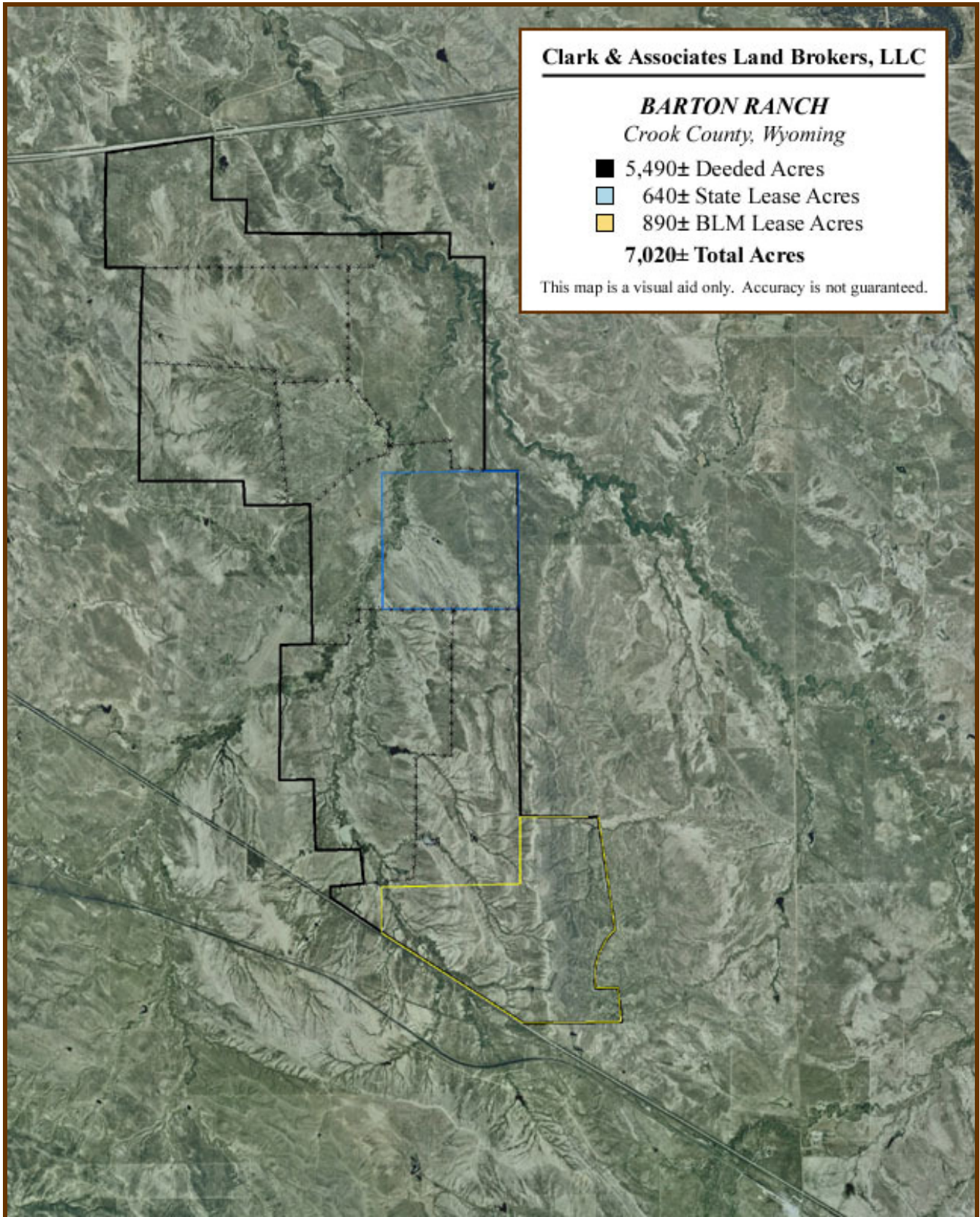


NOTES

BARTON RANCH TOPO MAP



BARTON RANCH ORTHO MAP



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



John Gibbs
Associate Broker

Mobile: (307) 620-2125

johgibbs@wyoming.com

Licensed in WY



Mark McNamee
Associate Broker / Owner

Mobile: (307) 760-9510

Fax: (307) 467-5581

mcnamee@clarklandbrokers.com

Licensed in WY, NE, SD & CO

Clark & Associates Land Brokers, LLC

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clark@clarklandbrokers.com
Licensed in WY, MT, SD, ND, NE & CO

Hulett, WY Office

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Office: (307) 467-5523 Fax: (307) 467-5581

Mark McNamee

Associate Broker / Auctioneer
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mcnamee@clarklandbrokers.com
Licensed in WY, NE, SD & CO

Billings, MT Office

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Billings, MT 59105
Office: (406) 697-3961 Fax: (406) 252-0044

Denver Gilbert

Associate Broker
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Licensed in WY, MT, SD & ND

Buffalo, WY Office

37 North Main Street
Buffalo, WY 82834
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John Gibbs

Associate Broker
(307) 620-2125
johgibbs@wyoming.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 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

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 _____