

Clark & Associates Land Brokers, LLC

Specializing in Farm, Ranch, Recreational & Auction Properties

Proudly Presents

THE KONDA PARCELS

Newcastle, Weston County, Wyoming



Salt Creek flows through Parcel 1 while Parcel 2 is heavily-wooded with lots of privacy.

LOCATION & ACCESS

The Konda Parcels are located in Weston County approximately seven miles north of Newcastle on US Highway 85. Just minutes from Newcastle, these parcels provide excellent highway access with each parcel having a quarter mile of highway frontage. Both parcels also have good building sites.

Newcastle, population 3,000, is the county seat for Weston County and contains all of the usual amenities of a traditional, rural Wyoming town: motels, banks, restaurants, churches, retail stores, and an excellent K-12 school system are a small example of what this quaint western town has to offer.

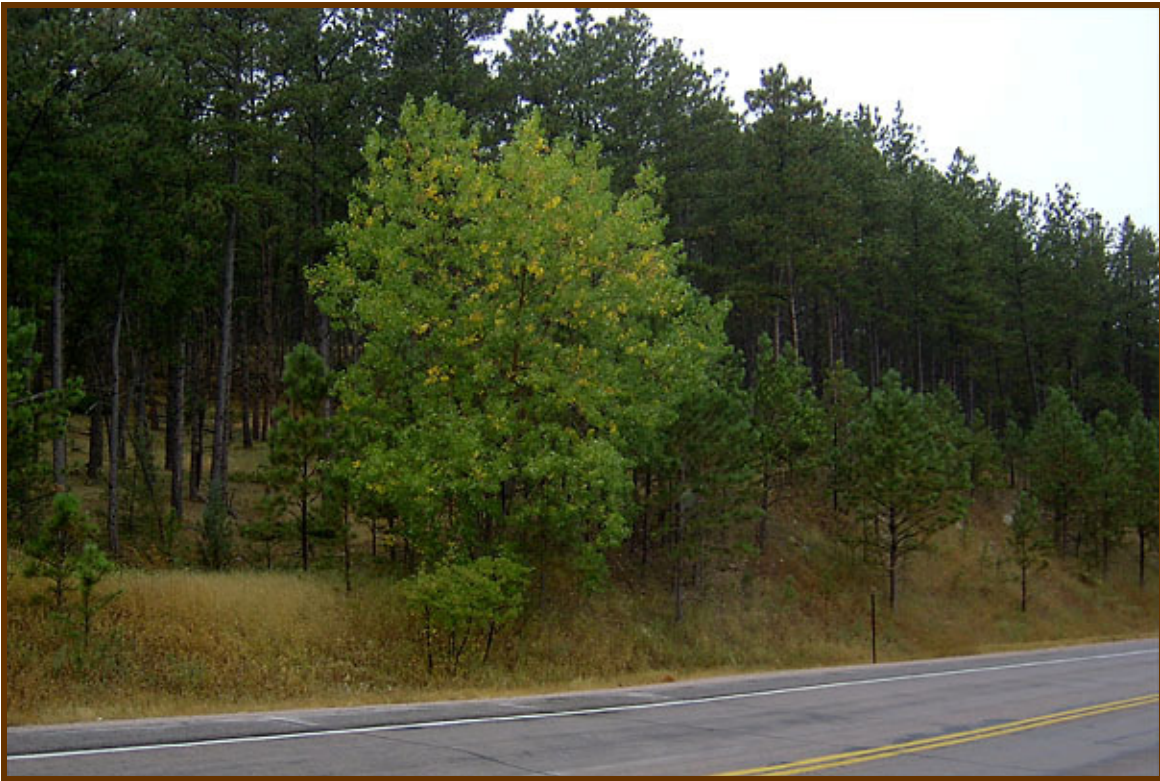
The parcels are only minutes from the Mondell Field Airport which is located adjacent to US Highway 16 and has a 75' x 5,300' concrete runway with pilot controlled lighting. A fixed-base operation, Mondell Airport has an air taxi facility with fuel and private hangars available. Commercial airports are found in Gillette, Wyoming to the west and Rapid City, South Dakota to the east and are both approximately 77 miles from Newcastle.

Towns and cities in close proximity to the Konda Parcels include:

Sundance, WY	38 miles north	Rapid City, SD	84 miles east
Upton, WY	36 miles west	Gillette, WY	85 miles west
Custer, SD	43 miles east	Lusk, WY	87 miles south
Deadwood, SD	47 miles northeast		

For more information about Newcastle and the surrounding area, visit <http://www.newcastlewyo.com>.





SIZE & DESCRIPTION OF PROPERTY

Parcel 1:	5± deeded acres
<u>Parcel 2:</u>	<u>25± deeded acres</u>
Total:	30± deeded acres

This property has two distinct types of parcels. Parcel 1 consists of approximately five acres which is located on the east side of US Highway 85 approximately seven miles north of Newcastle, Wyoming. Salt Creek flows through the property providing year-round live water along with lush open meadows. There is a tree-covered ridge located on the northeast side as well as picturesque rock walls which can be seen from the property.

Parcel 2 is located on the west side of US Highway 85 and consists of approximately 25 acres. This property is sloped and tree-covered with pine, juniper and oak trees. Any building site would be very secluded and yet have easy access along the quarter of a mile of highway frontage provided by US Highway 85.

Each parcel is fenced on three sides with four strands of barb wire. Both parcels offer building sites with scenic views and exceptional year-round access from US Highway 85, all within minutes of Newcastle, Wyoming.

IMPROVEMENTS

Currently, there are no improvements or utilities on the property; however, electricity and telephone services are located nearby on adjacent parcels. RT Communications provides telephone service, while Powder River Electric provides electricity to the area.

WATER

There is no well on either parcel, but there are shallow wells on neighboring properties.

MINERAL RIGHTS

All mineral rights associated with the subject property and presently owned by the sellers, if any, shall be transferred to the buyer.



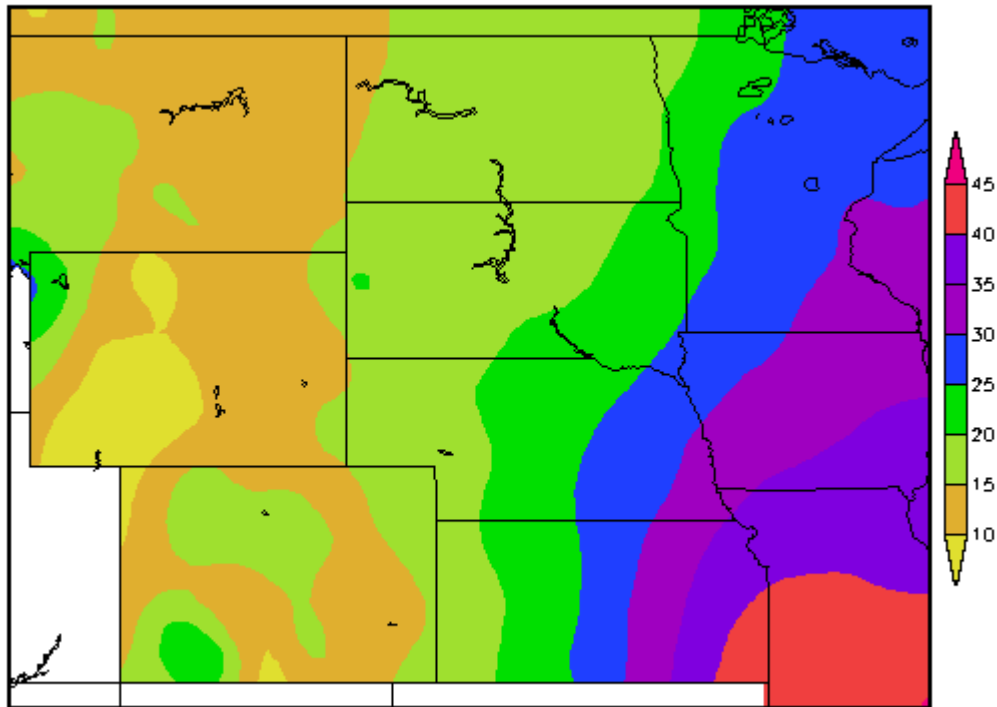
CLIMATE

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

NEWCASTLE, WYOMING Period of Record Monthly Climate Summary Period of Record: 7/ 1/1906 to 7/31/2010

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Average Max. Temperature (F)	34.1	38.0	46.3	57.5	68.0	78.4	87.7	85.7	74.4	60.8	45.2	35.9	59.3
Average Min. Temperature (F)	11.3	14.6	22.3	32.1	42.2	51.6	58.9	56.9	46.5	35.1	22.8	14.2	34.0
Average Total Precipitation (in.)	0.45	0.50	0.73	1.51	2.45	2.53	2.03	1.64	1.19	1.02	0.59	0.50	15.15
Average Total Snowfall (in.)	6.4	5.9	6.7	4.0	0.5	0.0	0.0	0.0	0.2	2.0	4.9	6.4	36.9
Average Snow Depth (in.)	2	2	1	0	0	0	0	0	0	0	1	2	1

Annual Precipitation (inches)



High Plains Climate Center



REAL ESTATE TAXES

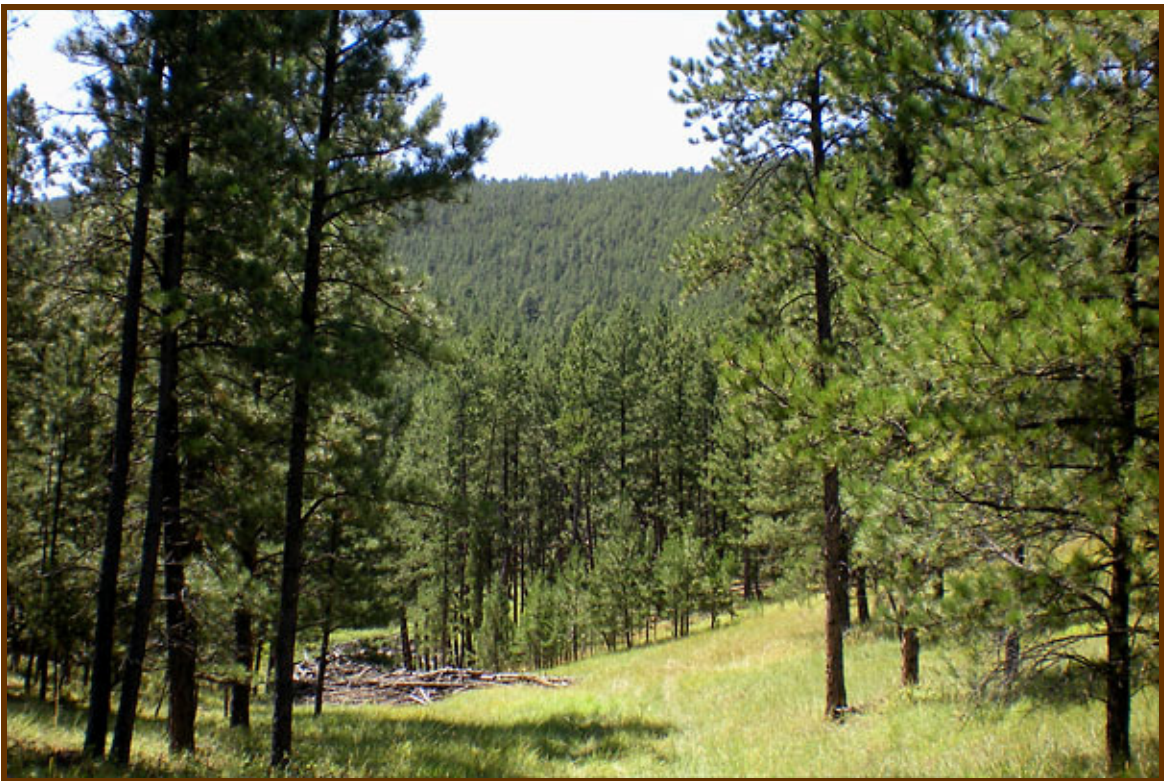
The average real estate taxes are approximately \$611 per year.

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 522,830, 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 10 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



WILDLIFE & RECREATIONAL RESOURCES

For the outdoor enthusiast, there is an abundance of wildlife -- whitetail deer, mule deer, wild turkeys, antelope, and elk – as well as providing endless possibilities for hiking, camping, cross-country skiing, rock climbing, and snowmobiling throughout Weston County and the surrounding area.

Several well-known area attractions are close to the property and include Mount Rushmore, Deadwood, Terry Peak Ski Area, Devil's Tower, Wind Cave National Park, and the Crazy Horse Monument.

OFFERING PRICE

Parcel 1 is offered at \$40,000 (Forty Thousand Dollars).
Parcel 2 is offered at \$125,000 (One Hundred Twenty Five Thousand Dollars).
The Seller requires 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). Should a Buyer also desire to use an exchange in order to acquire the ranch, the Seller will cooperate as long as they do not risk incurring any additional liability or expense.

CONDITIONS OF SALE

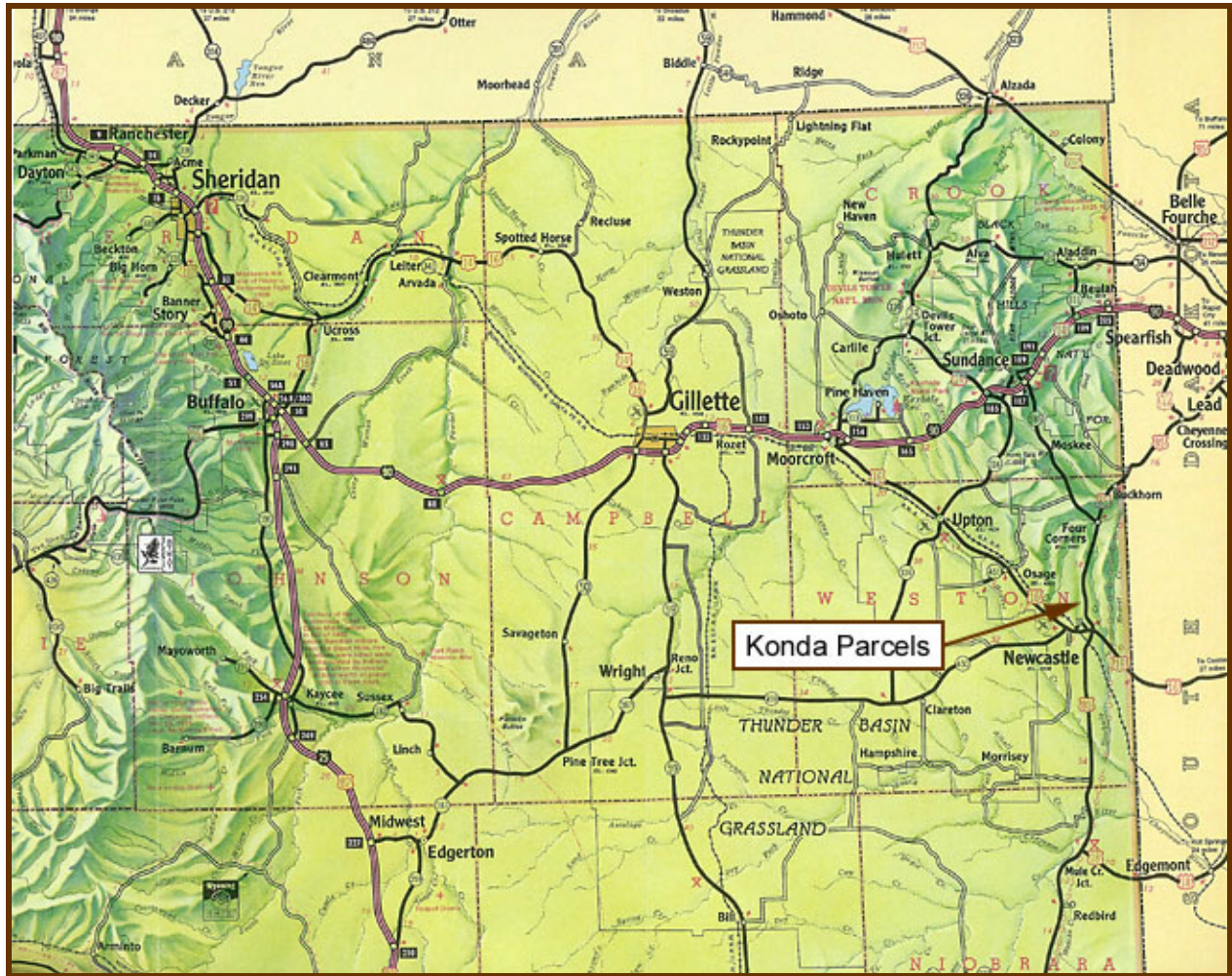
- I. All offers shall be:
 - A. in writing;
 - B. accompanied by an earnest money deposit check in the minimum amount of five percent (5%) of the purchase price; and
 - C. be accompanied with the name, telephone number, and address of the Buyer's personal banker in order to determine financial capability to consummate a purchase.
- II. All earnest money deposits will be deposited in the listing broker'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.

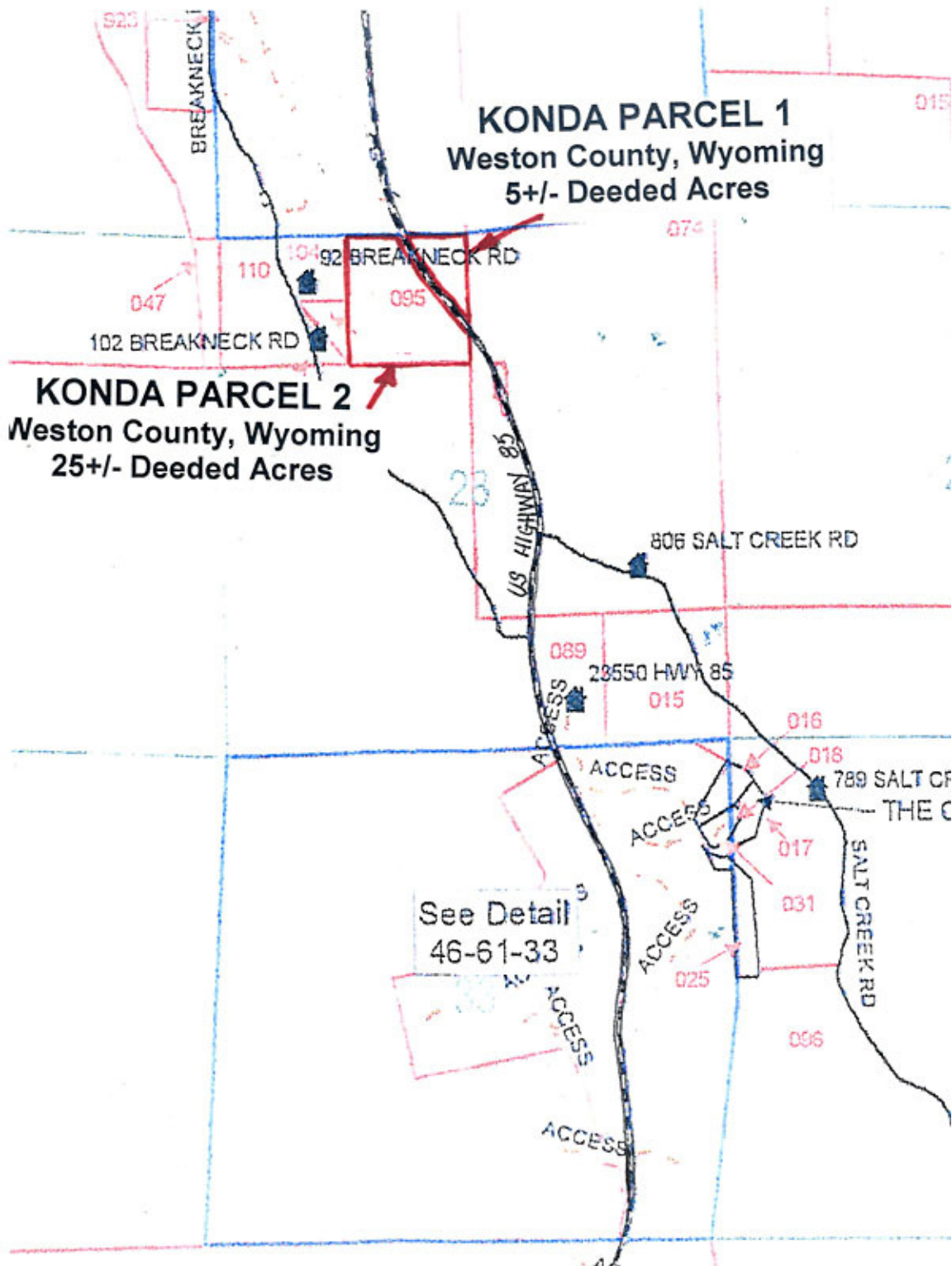
WYOMING LOCATION MAP



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. 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.**

KONDA PARCELS LOCATION MAP



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



Casey Hunter
Sales Associate

Mobile: (307) 467-5780

casey@clarklandbrokers.com

Licensed in WY & SD

Clark & Associates Land Brokers, LLC

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Cory G. Clark

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

Hulett, WY Office

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

6806 Alexander Road
Billings, MT 59105
Office: (406) 697-3961 Fax: (406) 252-0044

Denver Gilbert

Associate Broker
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denver@clarklandbrokers.com
Licensed in WY, MT, SD & ND

Buffalo, WY Office

37 North Main Street
Buffalo, WY 82834
Office: (307) 684-2125 Fax: (307) 684-4545

John Gibbs

Associate Broker
(307) 620-2125
johngibbs@wyoming.com
Licensed in WY

NOTES

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 _____