

Clark & Associates Land Brokers, LLC

Specializing in Farm, Ranch, Recreational & Auction Properties

Proudly Presents

THE LUCKY GATE RANCH

Hawk Springs, Wyoming



Approximately 806 acres of irrigated farm land and grass pastures.

LOCATION & ACCESS

The Lucky Gate Ranch is conveniently located approximately 3.5 miles south and east of Hawk Springs, Wyoming. Hawk Springs is situated in the heart of Goshen County approximately 20 miles south of Torrington, Wyoming. Year-round access to the property is excellent. From Hawk Springs, travel south on US Highway 85 for approximately 1.8 miles, then turn left on to County Road 28, a well-maintained graveled county road, and continue east approximately 1.75 miles to the ranch headquarters.

Towns and cities in a three-state area which are in close proximity to and easily accessible from the farm are:

Hawk Springs, Wyoming (population 69)	3.5 miles northwest
Yoder, Wyoming (population 165)	14 miles north
Torrington, Wyoming (population 5,561)	24 miles north
Scottsbluff, Nebraska (population 14,732)	50 miles east
Cheyenne, Wyoming (population 59,466)	62 miles southwest
Fort Collins, Colorado (population 143,986)	107 miles southwest
Denver, Colorado (population 600,158)	161 miles southwest



SIZE & DESCRIPTION

The Lucky Gate Ranch consists of 806.42± deeded acres and is located in an area of Wyoming that is known for high crop yields and exceptional weight gains on cattle. All of the irrigated ground was planted to corn in 2011 and the terrain is generally flat with some rolling hills. The ranch's elevation ranges from approximately 4,350 feet to 4,400 feet above sea level.



FARM & RANCH OPERATION

The present owners operate the Lucky Gate Ranch as a productive farm unit and a year-round cattle operation. Although the owners planted all the irrigated acreage into corn in 2011, the ranch has historically produced other crops such as sugar beets, alfalfa, and beans.

The owner states that during the early part of the growing season, some of this year's corn crop was hailed on which cut the yield of bushels of corn per acre to 130; however, on those fields that were not hailed out, the yield was approximately 190 bushels of corn per acre. *Note: Production and yields can vary due to weather conditions and management practices. Interested parties should conduct their own analysis.*

The owners currently run approximately 200 cows year-round on the ranch. Approximately 50% of the heavily-grassed pastures are sub-irrigated by Horse Creek as it flows through the ranch. *Note: Weather conditions, management practices, and type of livestock will affect the actual carrying capacity. Interested parties should conduct their own analysis.*

SOILS

The soils of the ranch's level fields and gently sloping hills are a fertile mixture of Bayard loam, Anselmo and Dwyer soils, Anselmo and Shingle soils, Manter and Anselmo fine sandy loams, Santana loams, and Chappell complex. Not only do these soils produce a variety of crops, they are also known for producing a variety of hard grasses: native gramma, buffalo, and Western wheat grass. The dry land grass is known for its excellent gains on cattle.

WATER

Horse Creek flows through the ranch for approximately two miles from which the ranch has 138 acre feet of territorial water rights for irrigation. The ranch also receives 122 shares of water rights from the Horse Creek Conservation District.

There is a half-circle center pivot located on the ranch that irrigates approximately 118 acres. The pivot is represented by the seller to be a five-year old electric, 10 tower, low-pressure Reinke pivot, and is reported to be in good working condition. Approximately two miles of gated pipe irrigates the remaining 92± acres of irrigated farm ground.

There are two wells with submersible pumps located at the main headquarters that are approximately 80 feet deep and provide good drinking water to the improvements and livestock. Another well is located in the northern part of the ranch that provides water to a fourth residence as well as to livestock tanks via a pipeline.

A complete water search is being conducted by a private consulting firm and will be made available to prospective buyers upon completion.



MINERAL RIGHTS

All mineral rights owned, if any, are included in the purchase price.

CLIMATE

Some statistics of the area's average weather and normal climate obtained from information reported by www.city-data.com:

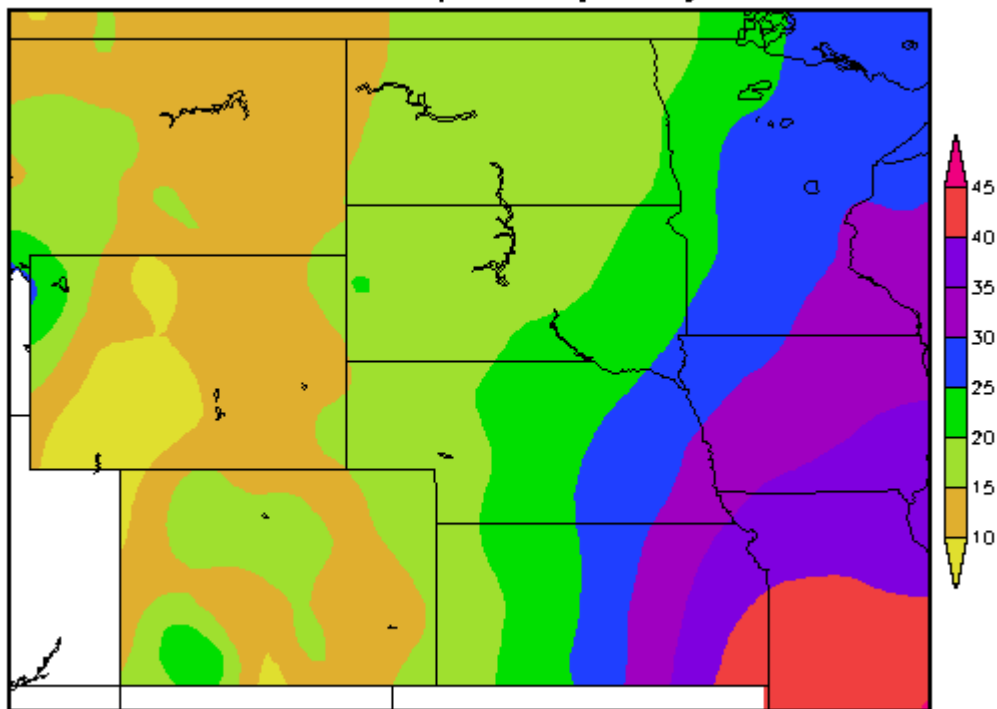
- January average temperature 40.0°F high and 20° F low
- July average temperature 82° F high and 52° F low
- Average growing season 140 days per year
- Average morning humidity 78%
- Average afternoon humidity 51%

The following Period of Record Monthly Climate is provided from the University of Nebraska's website at www.hprcc.unl.edu:

YODER, WYOMING
 Period of Record Monthly Climate Summary
 Period of Record: 10/1/1921 to 9/30/2010

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Average Max. Temperature (F)	40.7	45.3	51.8	62.1	71.5	81.9	90.1	88.3	78.9	66.8	51.4	42.8	64.3
Average Min. Temperature (F)	13.4	16.5	22.4	30.6	40.0	48.9	55.0	52.5	42.3	31.8	21.9	15.7	32.6
Average Total Precipitation (in.)	0.28	0.32	0.88	1.72	2.73	2.45	1.75	1.18	1.27	0.98	0.48	0.35	14.38
Average Total Snowfall (in.)	5.6	5.2	7.3	4.9	0.5	0.1	0.0	0.0	0.5	2.6	5.1	6.4	38.2
Average Snow Depth (in.)	1	1	1	0	0	0	0	0	0	0	1	1	0

Annual Precipitation (inches)



High Plains Climate Center



IMPROVEMENTS

There are two separate sets of improvements located on the Lucky Gate Ranch. Those located at the main headquarters of the ranch include the following:

- 1,292 sq. ft. home with four bedrooms and two baths, under renovation.
- 1,556 sq. ft. home with two bedrooms and one bath.
- 1,048 sq. ft. home with four bedrooms and one bath.
- Detached garage.
- Three (3) 4,840 sq. ft. Quonsets.
- Corrals.
- Three glass-lined silos along with a reinforced silo.
- Two farm utility buildings: one consists of 858 sq. ft. and the second has 768 sq. ft.

The second set of improvements is located in the northern part of the ranch and includes a 1,344 sq. ft., two-story home with four bedrooms and one bath, detached garage, and corrals.

UTILITIES

Electricity – Wyrulec, Lingle, Wyoming
Gas – Propane
Communications – CenturyLink

Water – Private Wells
Sewer – Septic Tanks



Corrals

REAL ESTATE TAXES

The average annual real estate taxes for the Lucky Gate Ranch are approximately \$4,600.



ADDITIONAL INCOME

Additional income is derived from a gravel pit located east of the pivot and north of the ranch headquarters. There is a 10 acre mining permit and two to three acres of the pit is mined for gravel primarily for highway road base. When the mining for gravel is completed, a 10± acre lake, approximately 22 feet deep, will be located on the quarry site.

RECREATIONAL RESOURCES

An abundance of wildlife frequents the property including mule deer, whitetail deer, antelope, ducks, geese, pheasants, prairie chickens, Hungarian partridges, turkeys, coyotes, and fox. A 1-1/2 acre pond is located east of the main residence of the ranch and is home to catfish and blue gill.

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 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



COMMUNITY AMENITIES

Four small towns south of Torrington: Hawk Springs (pop. 69), Yoder (pop. 165), Huntley (pop. 20), and Veteran (pop. 26) combine to form the rural community known as Southeast. All are located within ten miles of Yoder where the Southeast Schools - elementary, junior high and high school - are situated, and the school system provides excellent bus service for all school-age children. The Lucky Gate Ranch is close enough to larger towns and cities for a family to enjoy country living with easy access to schools, shopping, and other city conveniences.

Torrington, Wyoming, population 5,561, is the county seat of Goshen County and is within twenty minutes of the property. Torrington offers medical facilities, a K-12 school system, Eastern Wyoming Community College, theater, restaurants, several banks and retail stores, golf course, two sale barns, and farm implement dealerships.

Scottsbluff, Nebraska, population 14,732, is less than an hour from Lucky Gate Ranch, and also offers medical facilities, a good school system, Western Nebraska Community College, theaters, restaurants, several banks and retail stores, shopping malls and centers, golf course, and the Western Nebraska Regional Airport. For additional information regarding Scottsbluff and the surrounding area, log on to www.visitscottsbluff.com.

Within a radius of 150 miles of Lucky Gate Ranch are several colleges and universities with over 2,000 student enrollment:

Colorado State University, Fort Collins, Colorado	110 miles
University of Wyoming, Laramie, Wyoming	115 miles
University of Northern Colorado, Greeley, Colorado	120 miles
Aims Community College, Greeley, Colorado	120 miles
Chadron State College, Chadron, Nebraska	125 miles
Casper College, Casper, Wyoming	161 miles

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

Scottsbluff, Nebraska: Great Lakes Airlines provides flights to and from Denver, Colorado from the Western Nebraska Regional Airport. Valley Airways, fixed base operator for the airport, provides charter flights, in-transit charter refueling, airplane maintenance and repair and flight training. For more information, please visit <http://www.flyscottsbluff.com>. Complete aeronautical information for the Western Nebraska Regional Airport can be found at <http://www.airnav.com/airport/KBFF>.

Cheyenne, Wyoming: *Great Lakes Airlines* operates flights daily from Cheyenne to *Denver International Airport*. From there they fly to many cities throughout the west and the airline also has code shares with *United Airlines* and *Frontier Airlines* to connect you with flights around the world. Cheyenne aeronautical information can be found at <http://www.cheyenneairport.com/pilotinfo.htm>.

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 web site for Denver International Airport: <http://www.flydenver.com/>.

The Torrington Municipal Airport, elevation 4,250 feet above sea level, is located two miles east of Torrington and offers the following services:

- Aviation fuel: 100LL Avgas and Jet A (full service)
- Aircraft parking (ramp or tie down)
- Hangars
- Flight training
- Aircraft Rental
- Aircraft Maintenance
- Pilot Supplies
- Courtesy transportation for pilots

Runway information for the Torrington Municipal Airport:

Runway 2 right traffic pattern

Runway 02/20:

3001x 60 feet Asphalt Surface

Runway 10/28:

5703 x 75 feet Asphalt Surface

Please visit <http://www.airnav.com/airport/KTOR>, for additional information.



OFFERING PRICE

The Lucky Gate Ranch is being offered for \$1,850,000 (One Million Eight Hundred Fifty Thousand Dollars), all cash.

The Sellers reserve the right to effectuate a tax-deferred real estate exchange pursuant to Section 1031 of the Internal Revenue Code and Treasury Regulations promulgated there under. A material part of the consideration to Seller is Buyer's promise of cooperation. Buyer shall not be required to incur any additional liability or expense in connection with 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 \$92,000 (Ninety-Two Thousand Dollars); and
 - C. be accompanied with the name, telephone number, and address of the Buyer's personal banker in order to determine financial capability to consummate a purchase.
- II. All earnest money deposits will be deposited in the title company/closing agent's trust account.
- III. The Seller shall provide and pay for an owner's title insurance policy in full satisfaction of the negotiated purchase price.
- IV. Both Buyer and Seller shall be responsible for their own attorney fees.

FENCES AND BOUNDARY LINES

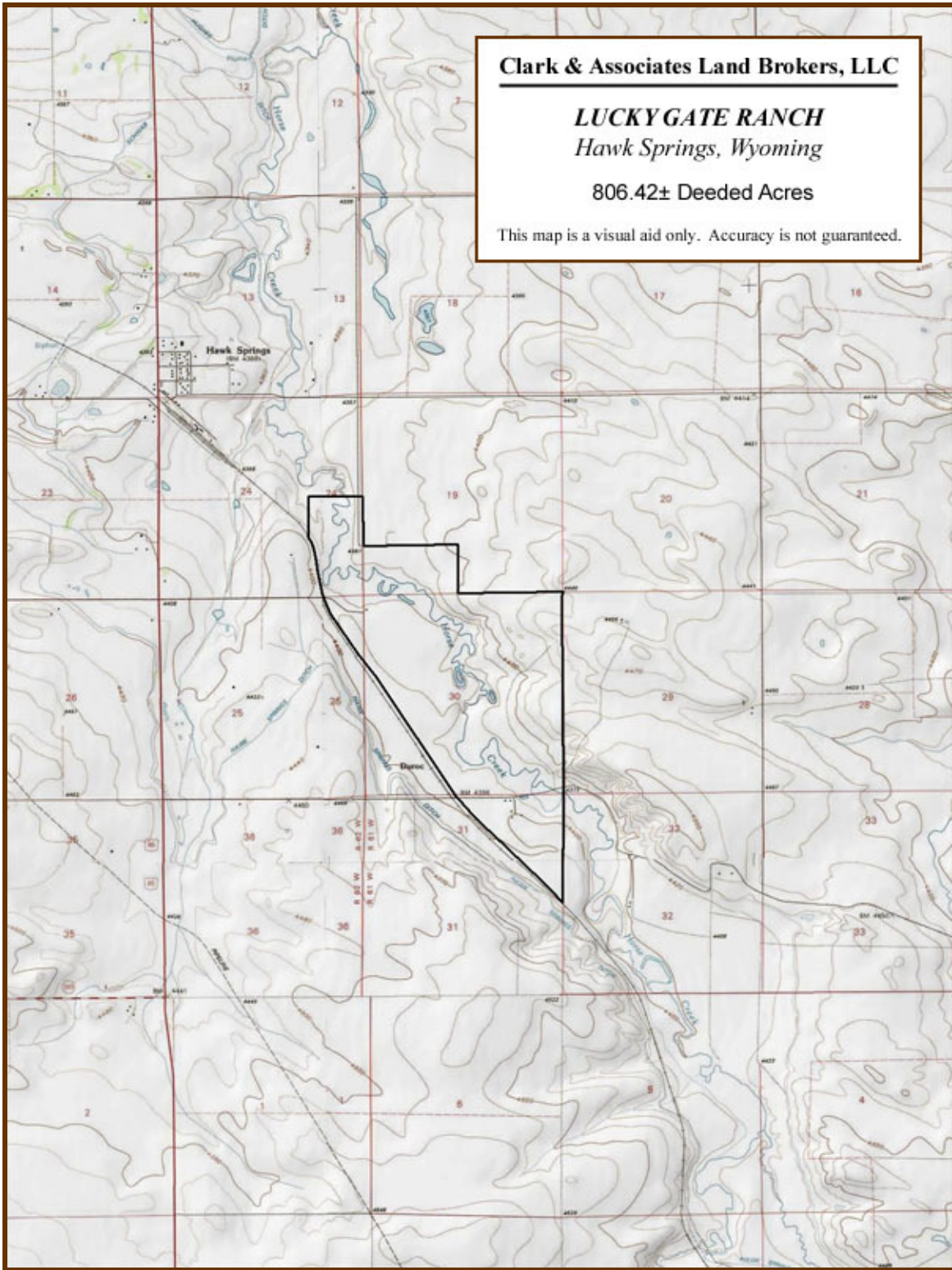
The seller is making known to all potential purchasers that there may be variations between the deeded property lines and the location of the existing fence boundary lines on the subject property. Seller makes no warranties with regard to location of the fence lines in relationship to the deeded property lines, nor does the seller make any warranties or representations with regard to specific acreage within the fenced property lines. Seller is selling the property in an "as is" condition which includes the location of the fences as they exist.

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

WYOMING LOCATION MAP



LUCKY GATE RANCH TOPO MAP



LUCKY GATE RANCH ORTHO 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.**



NOTES

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



Cory Clark
Broker / Owner

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

clark@clarklandbrokers.com

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

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
Office: (307) 334-2025 Fax: (307) 334-0901

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

(307) 760-9510

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

(406) 697-3961

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 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 _____