

Clark & Associates Land Brokers, LLC

Specializing in Farm, Ranch, Recreational & Auction Properties

Proudly Presents

WHITE RIVER RANCH

Harrison, Sioux County, Nebraska



Abounding wildlife, beautiful views, and over 1-1/2 miles of the White River are just a few of the amenities this ranch offers the outdoor, recreational enthusiast.

LOCATION & ACCESS

The White River Ranch is located approximately 13 miles southeast of Harrison, Nebraska. The ranch is easily accessed by traveling east out of Harrison, Nebraska on US Highway 20 for approximately seven miles and then travel south approximately six miles on Andrews Road, a well-maintained gravel county road. At the intersection of White River Road and Andrews Road, you travel east on White River Road for approximately one mile to arrive at the northwest corner of the northern part of the ranch. Andrews Road travels along the west end of the ranch for approximately one mile while the northern edge of the White River Ranch can be accessed from White River Road for approximately 1-1/4 miles.

The following towns and cities in the four-state area are in close proximity to and easily accessed from the ranch:

Harrison, Nebraska (population 279)	13 miles northwest
Crawford, Nebraska (population 997)	26 miles northeast
Lusk, Wyoming (population 1,504)	44 miles northwest
Chadron, Nebraska (population 5,851)	50 miles northeast
Scottsbluff, Nebraska (population 14,732)	62 miles south
Torrington, Wyoming (population 5,561)	73 miles southwest
Rapid City, South Dakota (population 60,262)	147 miles north
Cheyenne, Wyoming (population 59,466)	156 miles southwest
Deadwood, South Dakota (population 1,312)	178 miles northwest
Denver, Colorado (population 600,158)	255 miles southwest



Breathtaking views are found throughout the White River Ranch

SIZE & DESCRIPTION

The White River Ranch is a contiguous 2,300± acre tract of extremely scenic deeded land consisting of pine and cedar tree-covered ridges and open meadows at approximately 4,800 ft. above sea level. For over a mile and half along the northern boundary, the White River provides year-round water to livestock and wildlife as well as great fishing opportunities for the outdoor enthusiast. The ranch offers a natural, peaceful atmosphere that is private and secluded with many places throughout the timbered hill country that would make a spectacular site for a home.

The lush meadows found throughout the ranch provide excellent food plots for game such as elk, mule and whitetail deer, and antelope. Beautiful valleys with gently sloping pine and cedar covered hills create a pristine and tranquil setting.

CARRYING CAPACITY

Historically, the owners have been utilizing the property by grazing approximately 175 head of cow/calf pairs or 225± head of yearlings during the summer months. Exterior fences consist of 4 or 5 strands of barbwire and are in good repair. *Note: Carrying capacity can vary due to weather conditions, management practices, and type of livestock. Interested parties should conduct their own analysis.*

WATER RIGHTS

The White River Ranch is very unique due to the amount of year-round water which is provided by over a mile and a half of the White River which forms the northern boundary of the ranch. Numerous windmills along with a solar powered well provide additional water throughout the ranch.



Within the past couple of years, a solar well has been placed on the ranch to enhance the water supply.

MINERAL RIGHTS

All mineral rights associated with the property owned by the seller, if any, shall be negotiable.

CLIMATE

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

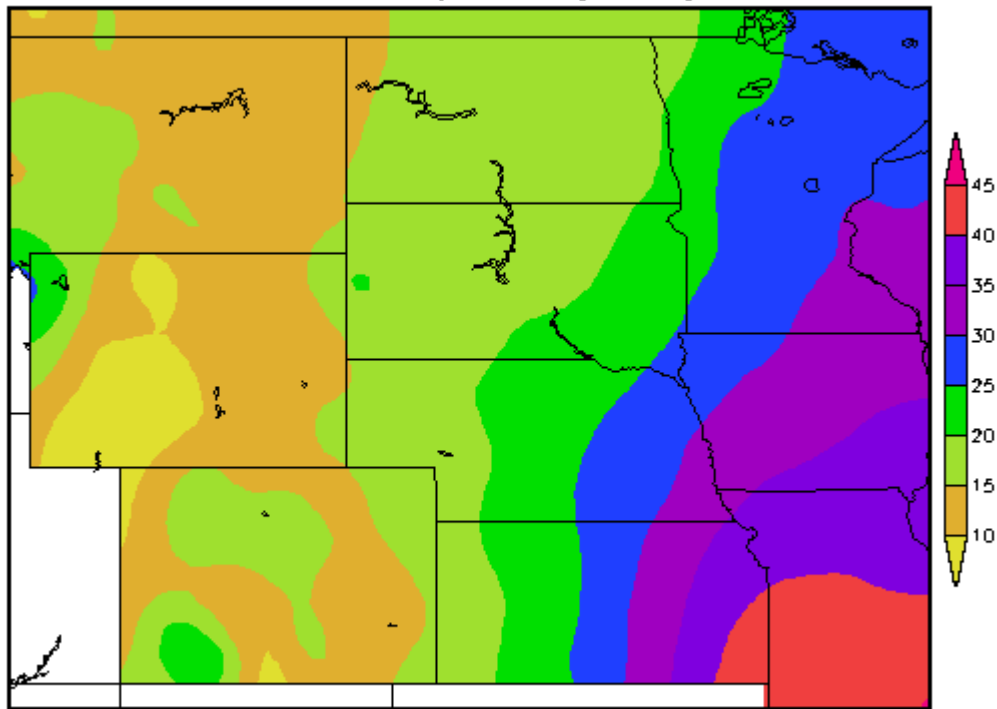
HARRISON, NEBRASKA

Period of Record Monthly Climate Summary

Period of Record: 3/ 1/1893 to 12/31/2010

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Average Max. Temperature (F)	33.4	37.7	44.4	55.1	65.3	76.1	85.6	84.1	73.8	60.8	45.1	36.1	58.1
Average Min. Temperature (F)	9.8	13.8	19.9	29.0	38.9	48.3	55.1	52.9	42.9	31.9	20.6	12.6	31.3
Average Total Precipitation (in.)	0.49	0.51	1.14	2.25	3.31	2.89	2.05	1.40	1.39	1.14	0.67	0.50	17.74
Average Total Snow Fall (in.)	7.0	7.2	11.8	9.7	1.9	0.1	0.0	0.0	0.7	3.3	6.4	6.9	55.1
Average Snow Depth (in.)	1	1	1	0	0	0	0	0	0	0	0	1	0

Annual Precipitation (inches)





The White River meanders through the northern end of ranch for over 1-1/2 miles.



IMPROVEMENTS

There are no improvements on the property; however, there is a set of corrals in need of repair which are used to ship out cattle. Power is available to the ranch and is provided by Niobrara Electric Association located in Lusk, Wyoming.



The heavily-sodded meadows and terrain provide natural incentives for wildlife to stay year-round on the ranch.

RECREATIONAL RESOURCES

Residential whitetail deer, mule deer, elk, wild turkeys, antelope, along with various upland game birds, can be found on the property. The topography and vegetation throughout the property and in the surrounding area provide excellent habitat for wildlife. Over 1-1/2 miles of the White River provides excellent fishing opportunities.

Year-round activities such as hiking, rock climbing, biking, cross country skiing, and snowmobiling are all possible on the ranch. For the outdoor enthusiast, the White River Ranch has it all.

COMMUNITY AMENITIES

Sioux County has several notable attractions including the Agate Fossil Beds National Monument, the Cheyenne Outbreak Historical Monument, and the War Bonnet Battlefield. In addition, Sioux and Dawes Counties are home to Fort Robinson, western Nebraska's premier state park. According to the State of Nebraska website, this historical outpost served from the days of the Indian wars until after World War II. Fort Robinson was the site of the 1879 Cheyenne Outbreak and the surrender and

eventual death of the famous Sioux war chief, Crazy Horse. Over the years, the fort served as the Red Cloud Indian Agency, as a cavalry remount station, K-9 training center, POW camp, and a beef research station. Currently the park and its many well-preserved attractions serve as the region's largest tourist attraction. The fort still has many of its original buildings and lodging for guests is available in the old barracks and officer's quarters. A restaurant, museum, stables with horseback riding, swimming pool, and summer playhouse (put on by students from Chadron State College) are also available on the grounds of Fort Robinson. Between Fort Robinson and the Soldier Creek Wilderness Area, there are over 70 miles of trails available to hikers and most are open to mountain bikers.

Harrison, Nebraska is located approximately 13 miles northwest of the property and is the county seat of Sioux County. Harrison offers residents all the amenities of a traditional rural Nebraska town. It has an excellent K-12 school system with a low student/teacher ratio, bank, retail stores, several churches, restaurant, government offices, town library, and the county fairgrounds. For more information about the area, visit: <http://www.city-data.com/city/Harrison-Nebraska.html>.

The city of Crawford, Nebraska is located in Dawes County, and was established in 1886 as a result of the Fremont-Elkhorn Railroad's westward push. Like many western railroad towns, Crawford had a rough and rowdy beginning. Modern day Crawford, also known as "The Garden beyond the Sandhills", is now a peaceful city with a western flare. Crawford is also known as the Big Game capital of Nebraska, and has become a destination for not only hunters but nature lovers and historians alike. In addition to the numerous hiking, biking, and horseback trails, the Pine Ridge of Nebraska offers several lakes, streams, and rivers which provide a multitude of boating, fishing, and camping opportunities. For the historian, this fossil-rich area is known for its two world-class bone beds.



Year-round water, windmills and a solar well provide ample water throughout the ranch.



Interesting rock outcroppings are found throughout the ranch.

Several cities within a 200 mile radius of the property have two-year or four-year colleges including Chadron State College in Chadron, NE; Black Hills State College in Spearfish, SD; Eastern Wyoming College in Torrington, WY; and Western Community College in Scottsbluff, NE.

Chadron, Nebraska, Scottsbluff, Nebraska, and Rapid City, South Dakota all have airports which make both commercial and private air travel in the area very convenient. The following is information on each of these airports:

Chadron, Nebraska: The Chadron Airport is located four miles west of the city. Additional information and data:

- Hard Surface Runway is 100' X 5,998'
- Field Elevation 3,298
- ILS GPS VOR Approaches
- Fuel Available: AVGAS JET
- For more information, visit www.acukwik.com/airportinfo/KCDR

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>.

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>.

REAL ESTATE TAXES

The average real estate taxes for the White River Ranch are approximately \$3,370.

BROKER'S COMMENTS

One must view the White River Ranch in order to truly appreciate the outstanding amenities offered on the property. Situated in Sioux County, the ranch is close to many popular attractions such as Fort Robinson, western Nebraska's premier state park, 22,000 acres of the exquisite scenery of the Pine Ridge as well as the Agate Fossil Beds National Monument to the South. The county-maintained road that runs along the northern end of the ranch allows for easy year-round access. The abundance of the wildlife population provides excellent opportunities for both viewing and hunting as well as the excellent fishing opportunities from the White River.



Mature ponderosa pine trees provide shade and shelter for livestock and wildlife.

OFFERING PRICE

The offering price for the White River Ranch is \$1,715,000 (One Million Seven Hundred Fifteen Thousand Dollars) or \$745 per deeded acre.

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 thereunder 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 listing 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 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.



The White River provides fishing opportunities for the outdoor enthusiast and water to livestock and wildlife.

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.

NEBRASKA LOCATION MAP

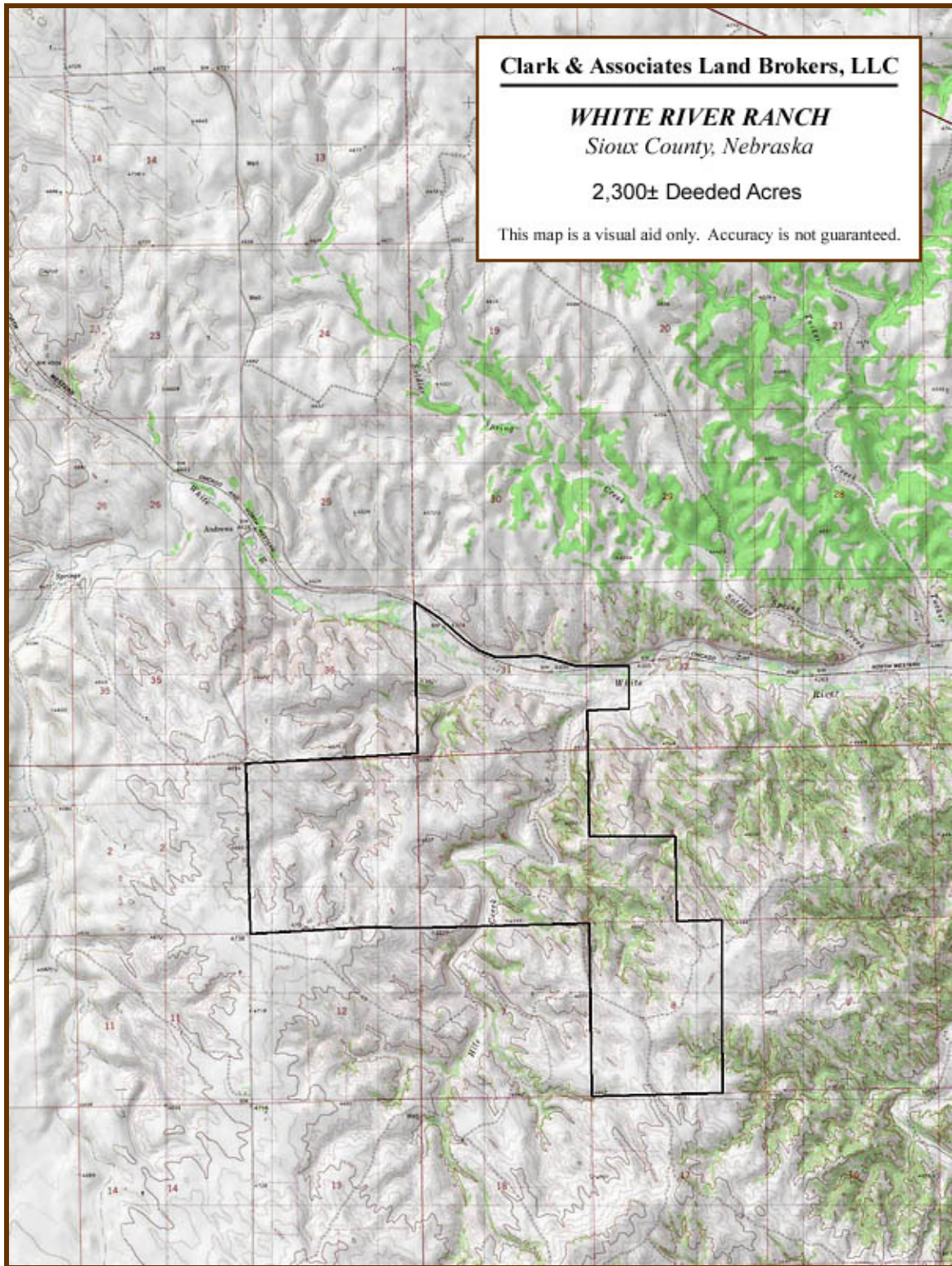


Clark & Associates Land Brokers, LLC is pleased to have been selected as the Exclusive Agent for the Seller of this outstanding offering. All information has been obtained from sources deemed reliable by Clark & Associates Land Brokers, LLC; however, the accuracy of this information is not guaranteed 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.

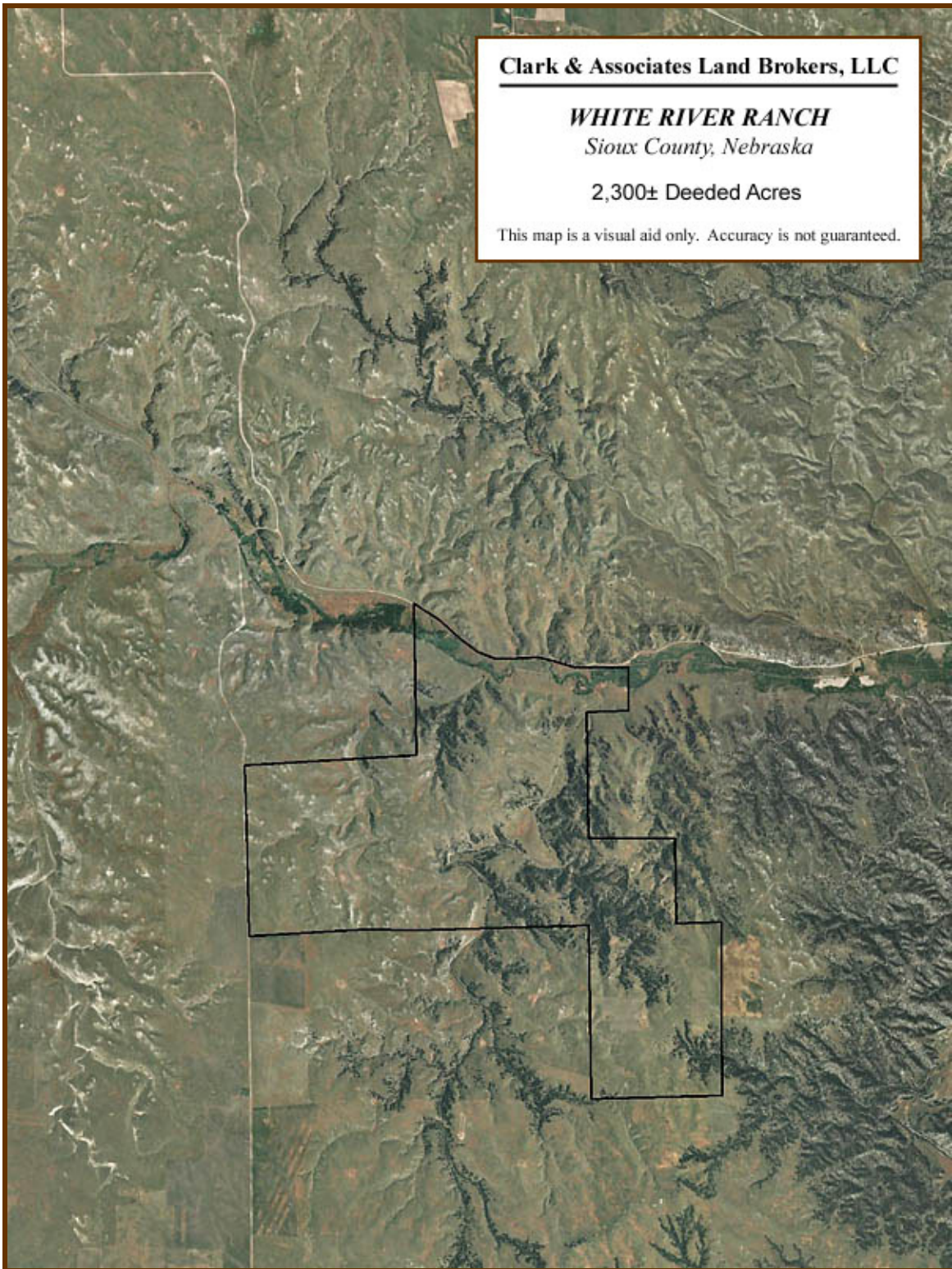
Notice to Buyers: Wyoming Real Estate Law requires that the listing Broker and all licensees with the listing Broker make a full disclosure, in all real estate transactions, of whom they are agents and represent in that transaction. All prospective buyers must read, review and sign a Real Estate Brokerage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

NOTES

WHITE RIVER RANCH TOPO MAP



WHITE RIVER RANCH ORTHO MAP



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

Nebraska Real Estate Commission
Disclosure of Brokerage Relationships
in Real Estate Transactions
For Buyers and Sellers

ACKNOWLEDGEMENT OF DISCLOSURE

Agent Copy - Retain in Records

(Printed Name of Licensee)

(Name of Company)

Nebraska statutes require that all licensees, whether brokers or salespersons, inform any and all prospective clients or customers about agency relationships in real estate transactions.

1. The licensee has informed me/us that the licensee will be acting as a:

- Limited Buyer's Agent
- Limited Seller's Agent (a written agreement is necessary)
- Limited Dual Agent (a written consent is necessary)
- Common Law Agent of the _____ (specify seller or buyer, and a written agreement is necessary)

AND

2. The licensee has informed me/us that the licensee will be providing brokerage services to me/us as a:

- Client, representing me/us
- Customer, not representing me/us

THIS IS NOT A CONTRACT

By signing below, I acknowledge that I have received the information contained in the pamphlet **Brokerage Relationships in Real Estate Transactions** and that it was given to me at the earliest practicable opportunity during or following the first substantial contact with me and, further, if applicable, as a customer, the licensee indicated on this form has provided me with a list of tasks the licensee may perform for me.

(Client or Customer Signature) (Date)

(Print Client or Customer Name)

(Client or Customer Signature) (Date)

(Print Client or Customer Name)

It is your right to know if the licensee involved is representing your interest in the transaction.
The information contained in this disclosure is required by Nebraska law.

Authorized for use July 20, 2002 Required January 1, 2003

GENERAL INFORMATION

Nebraska licensed real estate brokers and their associate brokers and salespersons are required bylaw to disclose the type of brokerage relationship they have with the buyers, tenants, sellers, or landlords to whom they are providing services in a real estate transaction. The buyers, tenants, sellers, or landlords may be either clients or customers of a licensee. A client of a licensee is a person or entity who has a brokerage relationship with that licensee. A customer of a licensee involved in a real estate transaction is a person or entity who does not have a brokerage relationship with that licensee, and who is not represented by any other licensee.

There are several types of brokerage relationships that are possible, and you, whether a client or a customer, should understand them at the time a licensee begins to provide brokerage services to you in a real estate transaction. They are: 1) Buyer Limited Agency; 2) Tenant Limited Agency; 3) Seller Limited Agency; 4) Landlord Limited Agency; 5) Dual Limited Agency; and 6) Common Law Agency.

The licensee who is offering brokerage services to you, or who is providing brokerage services for a particular property, must make certain disclosures regarding his/her brokerage relationship in the transaction. These disclosures must be made at the earliest practicable opportunity during or following the first substantial contact with a buyer, tenant, seller, or landlord who does not have a written agreement for brokerage services with another licensee.

All real estate licensees providing brokerage services are buyer's or tenant's limited agents (NO WRITTEN AGREEMENT IS NECESSARY) unless:

1. the licensee has entered into a written agreement with a seller (a listing agreement) or a landlord (a management or leasing agreement) to represent the seller or landlord as their limited agent;
2. the licensee is providing brokerage services as a subagent of another broker who has an agency relationship with a client;
3. the licensee is providing brokerage services under a written consent to dual agency ; or
4. the licensee is operating under a written common law agency agreement with a client.

At the end of each of the four sections in this brochure, brokers were given space to include information specifying those brokerage relationships their firms offer, and identifying the services they can provide within each relationship. Broker supplements to this brochure are distinguished by print type, and are in addition to the language prepared and approved by the Nebraska Real Estate Commission.

BUYER AGENCY

A buyer's limited agent is an agent who represents a buyer. A real estate licensee is a buyer's limited agent unless one of the written agreements or consents described in this brochure is in place. A buyer's agency may also be created by written agreement between you and a real estate broker. A buyer 's limited agent, in addition to performing under the terms of any written agreement made with the buyer, exercises reasonable skill and care for the buyer and promotes the interests of the buyer with the utmost good faith, loyalty, and fidelity. A buyer's limited agent seeks a price and terms which are acceptable to the buyer; presents all written offers to and from the buyer in a timely manner; discloses, in writing, to the buyer all adverse material facts actually known by the limited agent; and advises the buyer to obtain expert advice on known matters beyond the limited agent's expertise. A buyer 's limited agent must account for all money and property received, and must comply with all applicable federal, state, and local statutes, rules, and ordinances.

A buyer's limited agent shall not disclose any confidential information about the buyer unless required by statute or rule, or if failure to disclose would constitute fraudulent misrepresentation.

A buyer's limited agent may retain and compensate other brokers as subagents only with the written agreement of the buyer. (Subagents have the same duties and obligations as the buyer's limited agents.)

A buyer 's limited agent may show the same property to competing buyers, and assist competing buyers in attempting to purchase said property, without breaching any duty or obligation to their client.

A buyer's limited agent owes no duty or obligation to a customer (seller) except to disclose, in writing, all adverse material facts actually known by the licensee. Adverse material facts may include adverse material facts concerning the buyer's financial ability to perform the terms of the transaction.

A buyer's limited agent must also act honestly and fairly in their dealings with a seller.

A buyer's limited agent owes no duty to conduct an independent investigation of the buyer's financial condition for the benefit of the seller, or to independently verify the accuracy or completeness of statements made by the buyer or any independent inspector.

A buyer's limited agent must, if the seller is not represented by another licensee, provide a list of tasks that the buyer's limited agent may perform for the seller (customer).

SELLER AGENCY

A seller's limited agent is an agent who has entered into a written agreement to represent a seller. A seller's limited agent performs under the terms of the written agreement; exercises reasonable skill and care for the seller; and promotes the interests of the seller with the utmost good faith, loyalty, and fidelity. A seller's limited agent seeks a price and terms which are acceptable to the seller; presents all written offers to and from the seller in a timely manner; discloses, in writing, to the seller all adverse material facts actually known by the limited agent; and advises the seller to obtain any necessary expert advice unknown matters beyond the limited agent's expertise. A seller's limited agent must account for all money and property received, and must comply with all applicable federal, state, and local statutes, rules, and ordinances.

A seller's limited agent shall not disclose any confidential information about the seller unless required to do so by statute or rule, or if failure to disclose would constitute fraudulent misrepresentation.

A seller's limited agent may retain and compensate other brokers as subagents only with the written agreement of the seller. (Subagents have the same duties and obligations as the seller's limited agent.)

A seller's limited agent may show and list alternative or competing properties without breaching any duty or obligation to the seller.

A seller's limited agent owes no duty or obligation to a customer (buyer) except to disclose, in writing, all adverse material facts actually known by the seller's limited agent. An adverse material fact may include:

1. environmental hazards affecting the property required by law to be disclosed;
2. physical condition of the property;
3. material defects in the property;
4. material defects in the title to the property; and
5. material limitations on the seller's ability to perform under a contract.

A seller's limited agent must also act honestly and fairly in his or her dealings with a buyer.

A seller's limited agent owes no duty to conduct an independent inspection of the property for the benefit of the buyer, or to independently verify the accuracy or completeness of any statement made by the seller or an independent inspector.

A seller's limited agent must, if the buyer is not represented by another licensee, provide a list of tasks that the seller's limited agent may perform for the buyer (customer).

Limited Dual Agency

A limited dual agency is an agent who, *with the written, informed consent* of all parties to a contemplated real estate transaction, represents both the seller and the buyer. Both parties are clients of the licensee.

A limited dual agent has the same duties and obligations of a limited agent to a seller *and* the same duties and responsibilities of a limited agent to a buyer except as set out below.

A limited dual agent may disclose any information to one client that is gained from the other, if the information is relevant to the transaction or the client, *except* that a limited dual agent *cannot* disclose the following without the informed written consent of the client to whom the information pertains:

1. the buyer is willing to pay more than the purchase price offered;
2. the seller is willing to accept less than the asking price;
3. the motivating factors for any client; or
4. a client will agree to financing terms other than those offered.

The limited dual agent cannot disclose to one client any confidential information about the other unless required by statute or rule, or if failure to disclose would constitute fraudulent misrepresentation.

Common Law Agency

The duties and obligations of an agent under a common law agency agreement exceed the duties and obligations of a limited agent as described in this pamphlet and in Nebraska Statutes, Neb. Rev. Stat. §76-2401 through 76-2430. For example, a licensee who is authorized by the principal to bind the principal to terms or conditions in a real estate transaction would be a common law agent. A buyer or seller and the real estate broker must enter into this type of agency through a written agreement which specifies the agent's duties and responsibilities, including the duty of confidentiality and the terms of compensation. An agreement such as this will be subject to the common law requirements of agency applicable to real estate licensees.