



**CLARK & ASSOCIATES  
LAND BROKERS, LLC**

Specializing in Farm, Ranch, Recreational & Auction Properties

*Proudly Presents*



***NICHOLS RANCH***  
*Pinedale, Sublette County, Wyoming*

*Located minutes from Boulder, Wyoming, The Nichols Ranch is a western property with a great combination of productive farm and ranch land plus recreational splendor. The ranch is located on the western slope of the Wind River Mountain Range with a very high quality, efficient set of improvements.*



## LOCATION & ACCESS

The Nichols Ranch is located approximately 19 miles southeast of Boulder, Wyoming. From Boulder travel south on WY-353 for 15.5 miles, continue onto Big Sandy Elkhorn Road for 3.1 miles. Turn right onto E Fork Big Sandy Road for .8 mile. The ranch headquarters are on the left at 620 E Fork Big Sandy Road.

Several towns and cities in proximity to the property include:

- |   |                     |
|---|---------------------|
| • Boulder, Wyoming (population 170)         | 19 miles northwest  |
| • Pinedale, Wyoming (population 1,890)      | 31 miles northwest  |
| • Rock Springs, Wyoming (population 23,350) | 85 miles south      |
| • Jackson, Wyoming (population 10,532)      | 118 miles northwest |
| • Laramie, Wyoming (population 32,306)      | 289 miles southeast |
| • Cheyenne, Wyoming (population 63,324)     | 339 miles southeast |
| • Salt Lake City, Utah (population 200,544) | 248 miles southwest |
| • Denver, Colorado (population 701,621)     | 419 miles southeast |



## SIZE & DESCRIPTION

**3,610± Deeded Acres**  
**45,958± BLM Leased Acres**  
**240± State of Wyoming Lease Acres**  
**49,808± Total Contiguous Acres**

The Nichols Ranch is cross fenced into nine pastures for rotational grazing. It is fenced with four and five strands of barbed wire all in good condition. There are 136± acres under two center pivots and 525± acres of flood-irrigated native grass pastures.

The terrain of the ranch consists of flat, lush meadows giving rise to rolling hills and rock outcroppings. The creeks are lined with willows. The ranch is scenic with the backdrop of the Wind River Mountains to the east and the Wyoming Range to the west. The elevation on the property varies between 7,160 and 7,420 feet above sea level.

The Nichols Ranch is located in Area 90 for antelope hunting and boasts some of the largest herds in western Wyoming.





## LEASE INFORMATION

The Bureau of Land Management leases associated with the Nichols Ranch consists of a total of 45,958± acres. According to the terms of the BLM leases, livestock are allowed to graze on the lease ground with varying terms of the leases.

BLM leases are renewable every ten years and are assessed \$1.35 per AUM for 2020. You may call the Pinedale BLM office at (307) 367-5200 for further information. The BLM lease for the ranch is as follows:

<b>Allotment Name</b>	<b>Allotment Number</b>	<b>Total Acres</b>	<b>AUMs</b>	<b>Term</b>	<b>2020 Costs</b>
Square Top Common	WY02051	38,509	400	05/05 – 07/05	\$540.00
Boulter Pasture	WY12117	20	2	11/01 – 11/30	\$2.70
NW SquareTop Individual	WY12123	6,869	800	05/01 – 06/30	\$1,080.00
Cowley Tract	WY02052	80	10	05/06 – 07/05	\$13.50
Southwest Pasture Individual	WY12116	480	57	07/01 – 07/31	\$76.95

State of Wyoming leases are renewable every ten years with an annual payment due each year. The annual payments are assessed \$5.88 per AUM. You may contact the Wyoming Office of State Lands and Investments for further information at (307) 777-7333.

<b>Lease Number</b>	<b>Total Acres</b>	<b>Total AUMs</b>	<b>Expiration Date</b>	<b>2020 Costs</b>
3-8489	240	49	2027	\$288.12



## WATER RESOURCES

- Four domestic wells
- Twelve solar livestock wells on BLM lease ground
- Live water from Muddy Creek and South Creek
- Irrigation ditches

## SOILS

- Sandflat-Pitchstone complex, 0 to 2 percent slopes
- Berlake-Braziel, very bouldery complex, 1 to 8 percent slopes
- Blackbear, rubbly-Branham, rubbly-Bobowic complex, 4 to 25 percent slopes
- Leckie-Overwich complex, 0 to 3 percent slopes
- Cacklin-Hawksell-Cackmod complex 0 to 2 percent slopes
- Foreright-Bonhigh-Hoofer complex, 2 to 35 percent slopes
- Raghigh-Cacklin-Glendive complex, 0 to 4 percent slopes
- Thibadeau-Lauzer-Zealot complex, 0 to 4 percent slopes
- Geohrock gravelly sandy loam, 1 to 4 percent slopes
- Turson clay loam, 0 to 2 percent slopes





## CARRYING CAPACITY / RANCH OPERATIONS

The Nichols Ranch has historically run 200 cow/calf pairs, 50 yearlings and 45 head of horses year-round as well as 400 pairs for five months from May 15th through October. Turnout and gathering are very convenient with this fully contiguous ranch. The cattle working facilities are strategically placed for gathering, shipping and turn-out, located just two miles west of the ranch headquarters at Muddy Creek and E Fork Big Sandy Road. The grass is high quality with a variety of hard grass species, rich in protein content. It is common for weight gains of 1.8 to 2 pounds per day on yearling cattle. The ranch is cross fenced into nine pastures for flexible management and efficient grazing rotation. Most fences are four and five strands of barbed wire with steel posts and are in good condition.

There are two Zimmatic center pivots, each with 68± acres planted to alfalfa with a new stand on the north pivot. There are approximately 525± acres of flood-irrigated native grass with water via irrigation ditches from Muddy Creek. The ranch has produced enough high-quality grass and alfalfa hay for all the winter feedings and regrowth for fall grazing. An average year of hay production is 700-1,000 tons.

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



## IMPROVEMENTS

The main headquarters of the Nichols Ranch features the home, barn, arena and lean-to.

- Two-story, 3,911 sq. ft. home, built in 2005. The exterior of the home is cedar-sided and shaker shingles with a metal roof. There are four bedrooms, 3½ baths, covered wood deck, upper balcony along with a gas fireplace.
  - Main floor – Open floor plan, family room with vaulted ceilings and large southern facing windows, kitchen features a walk-in pantry and eat-in kitchen. The master bedroom has a master bath and features a steam shower. Additional bedroom on main level along with laundry room, mudroom with ½ bath, and an office.
  - Upstairs – Family room, wet bar, cathedral ceilings, outdoor deck. Two bedrooms, one bathroom.
  - Large wrap-around deck
- Metal shop serves as a large garage with three overhead doors.
- Horse Barn – 2,600 sq. ft., built 2010
  - Six 14' x 14' indoor horse stalls with Polyplast flooring,
  - Pipe corral runs with automatic waterers
  - Tack room
  - Useful and attractive one bedroom, one-bathroom apartment with a full kitchen
- Lean-to with four large runs on the front side and automatic waterers. Seven additional runs and a round pen connect to the arena.
- Pipe arena, 200' x 325', with "Chute Help and Auto Chute".
- 75' x 300' calf alley and Priefert manual chute.
- Hay storage barn and fenced-in stack yard.

Cattle handling facilities on the Nichols Ranch are located southwest of headquarters near Muddy Creek and East Fork Big Sandy Road and consist of pipe corrals, cattle working alley and Silencer hydraulic squeeze chute, all under a covered lean-to. There is also a Rice livestock scale with digital readout, certified in 2019, cattle loading chute and grain bin.

Additional outbuildings per the assessor include:

- Light commercial utility – 2,184 sq. ft. with a 672 sq. ft. lean to, built 2005.
- Equipment building – 336 sq. ft., built 2008
- Farm utility loafing shed – 1,680 sq. ft., built 2008
- Farm utility loafing shed – 336 sq. ft. with 144 sq. ft. lean to, built 2008
- Equipment building – 168 sq. ft. with 144 sq. ft. lean to, built 2008
- Equipment building – 168 sq. ft. with 144 sq. ft. lean to, built 2008
- Farm utility loafing shed – 336 sq. ft., built 2008
- Farm implement equipment shed – 1280 sq. ft, built 2008











## UTILITIES

Electricity – Rocky Mountain Power

Ranch headquarters average \$500/month

Cattle corrals average \$105/month

Scale averages \$27/month

Pivots average \$930 for four months

Gas/Propane – Bright Gas Propane/approximately \$2,000 annually

Communications – Cell coverage is available

Water – Private well

Sewer – Private septic

Internet – Hughes Net

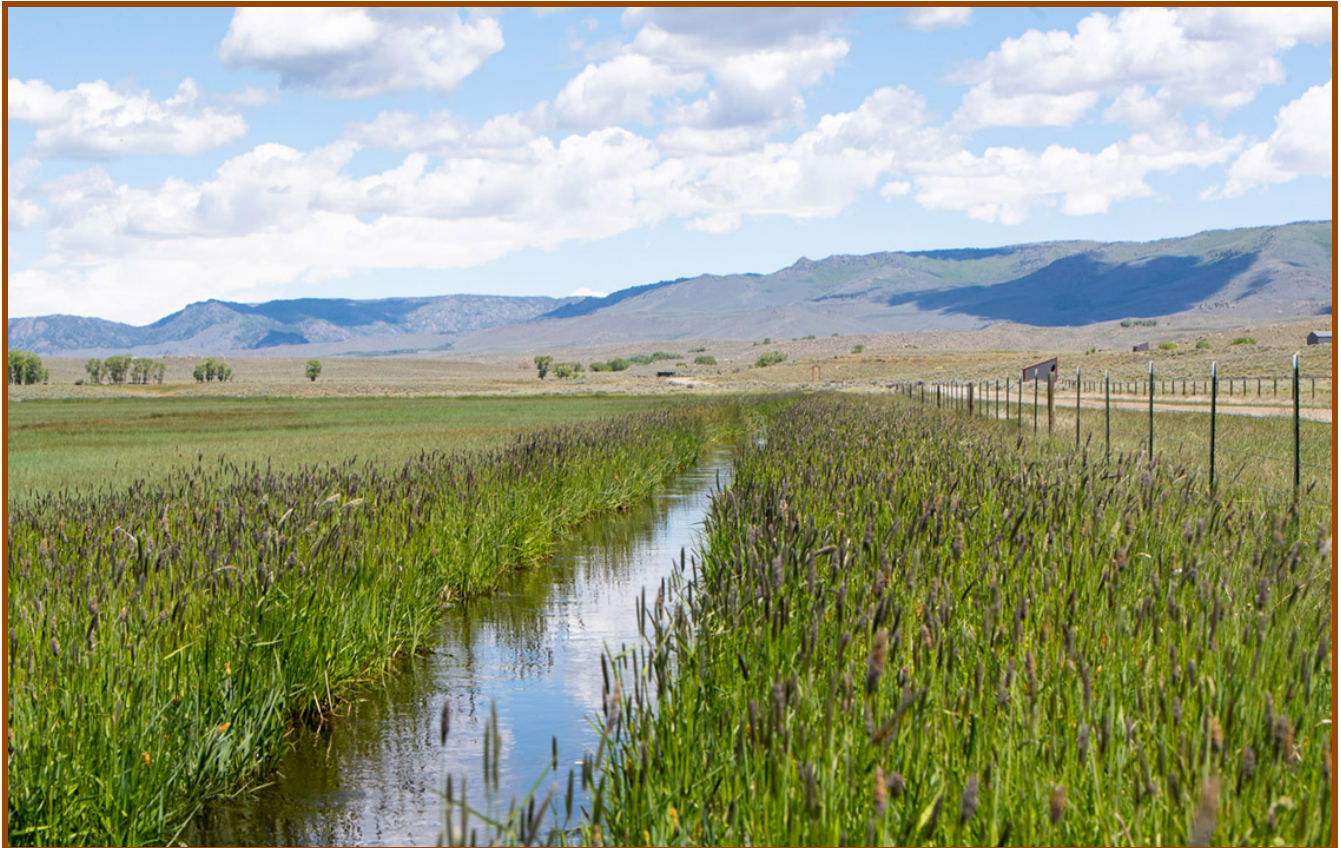
Television – Satellite TV

## REAL ESTATE TAXES

According to the Sublette County Assessor's records, the real estate taxes for the Nichols Ranch are approximately \$6,610.00 annually.

## MINERAL RIGHTS

All mineral rights associated with the ranch, if any, will be retained by the sellers.





## RECREATION & WILDLIFE

This ranch is private and scenic with a thriving antelope population. It is located in antelope Area 90 and qualifies for two landowner licenses. This is a general area which makes tags more readily available for hunters and their guests. According to the Wyoming Game and Fish, antelope Area 90 opens on August 15<sup>th</sup> for archery hunting; rifle season opens September 10<sup>th</sup>. The Nichols Ranch borders the Muddy Elk winter feeding grounds to the east. Elk, mule deer and whitetail deer hunting are possible on the ranch as well. Please see the Wyoming Game and Fish web-site at <https://wgfd.wyo.gov/> for more specific dates and hunting regulations.

The fishing in Muddy Creek is exceptional for rainbow, brook and brown trout.

The Nichols Ranch has one of the country's largest sage grouse habitats and breeding grounds, otherwise called a Lek. The male grouse strut is very impressive to watch, and few people are lucky enough to witness the courtship. Other wildlife found on the Nichols Ranch includes deer, elk, coyotes, mountain lion, bobcat, ducks, geese and cranes.

The following are great things about Pinedale which can be found on the website: <http://www.visitpinedale.org>.

*The town is flanked on three sides by mountain ranges; the Wind River Range to the east, the Wyoming Range to the west, and the Gros Ventre Range to the northwest. This valley is 80% public land and has a population density of only two people per square mile. One could argue, that Pinedale is definitively uncrowded.*

*Two wilderness areas are nestled in Pinedale's mountain ranges - the Bridger Wilderness and the Gros Ventre Wilderness. The Bridger Wilderness boasts the highest mountain in Wyoming, Gannett Peak at 13,804 feet. These wilderness areas, along with the rest of the Bridger Teton National Forest, offer nature at her pristine best - Seek your adventure but remember to tread lightly.*

*Of the wildlife, deer and antelope outnumber the residents by 10-fold and are seen year-round. Elk, wolves, moose, grizzly, black bear, big horn sheep and many other wildlife species call Pinedale's mountains home. Cowboy up on the back of your horse and explore our vast network of trails. Or maybe you'd prefer a pair of hiking boots and backpack the 100-mile-long Wind River Mountain Range. Maybe check the uncrowded mountain biking trails at White Pine Ski Area & Summer Resort. Then there's the local favorite, lake fishing on Fremont and Half Moon Lakes. Whatever style of recreation you choose, the mountains, rivers and trails of Pinedale's great outdoors will captivate you.*





### COMMUNITY AMENITIES

According to the website, SubletteChamber.com, the major industries in Sublette County are oil and gas, tourism, recreation and government. Pinedale is the county seat for Sublette County and home of the Green River Rendezvous, held annually every second weekend in July. Cattle ranching and oil and gas extraction are the mainstay industries for Sublette County. Tourism and recreation to the area continue to grow and expand. With the Wind River Range, Bridger-Teton Wilderness and Bridger-Teton National Forest in close proximity, outdoor recreation includes, but is not limited to camping, hiking, ATViing, horseback riding, fishing and hunting.

With over 1,300 lakes throughout the County, water sports are also abundant. Locals, and visitors alike, enjoy lake fishing, boating, waterskiing, wake boarding, sailing, to name a few. Most lakes within close proximity to Pinedale offer USFS campgrounds on or very near the water.

Winter in Sublette County offers just as many reasons to get off that couch and head outside! Pinedale is the home of White Pine Ski Resort, a family-oriented downhill ski area. For the more experienced, Sublette County backcountry offers enough terrain to keep any level skier or snowboarder busy for seasons to come. We are on the Continental Divide Snowmobile Trail which provides us with world class snowmobiling. Additionally, cross country skiing and ice fishing are popular winter sports for all ages to partake. With all of this and more, we have a little something for every outdoor enthusiast; come visit Sublette County, you may never want to leave!



## AIRPORT INFORMATION

Pinedale Airport – Ralph Wenz Field, PNA, is located five miles southeast of Pinedale and has an asphalt runway which measures 8,900' x 100'. Additional information is available at <http://www.pinedaleonline.com/pinedaleairport.HTM>

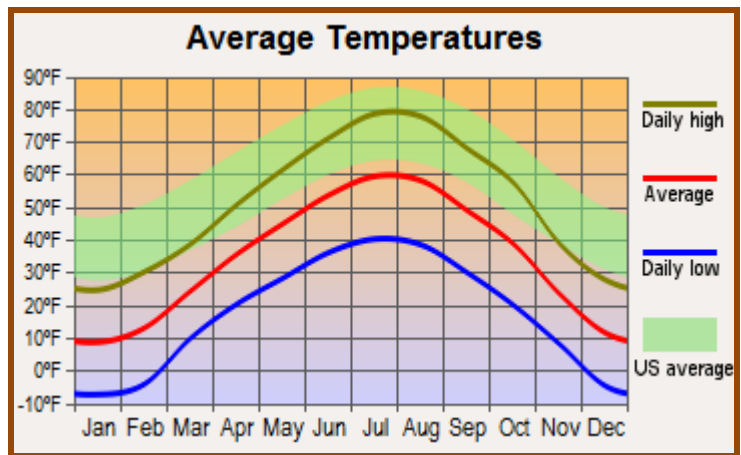
Commercial airline service is available at Jackson, Wyoming; Cheyenne, Wyoming; and Denver, Colorado. The following is information on each of these airports:

- **Rock Springs, Wyoming:** The Rock Springs - Sweetwater County Airport is located 7 miles east of Rock Springs in Sweetwater County, Wyoming. Rock Springs is a town of roughly 20,000 people, while Sweetwater County has a little more than 40,000 people. To get to the airport, take Interstate 80 east out of Rock Springs. Leave the interstate at exit 111 and go south on State Highway 370. The airport is about 3.5 miles down the road on top of the mesa. For those of you with GPS systems, the airport is located at 41° 35' 39.183" N Latitude, 109° 03' 54.694" W Longitude. For more information, please visit <http://www.rockspringsairport.com>.
- **Jackson, Wyoming:** The Jackson Hole Airport is serviced by American, Delta, Skywest and United Airlines seasonally. These airlines provide direct service to Denver, Salt Lake City, Dallas/Ft. Worth, Minneapolis, Chicago, Atlanta, San Francisco, Houston, and Los Angeles. This airport also has charter flights and rental cars available. For more information, please visit <http://www.jacksonholeairport.com>.
- **Denver, Colorado:** Denver International Airport is open 24-hours-a-day, seven days a week and is served by most major airlines and select charters, providing nonstop daily service to more than 130 national and international destinations. For more information, visit the official website for Denver International Airport at [www.flydenver.com](http://www.flydenver.com).



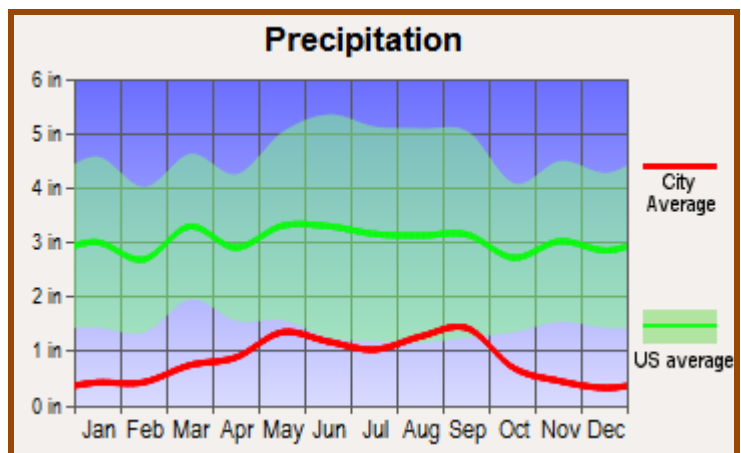
## CLIMATE

According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Boulder, Wyoming area is approximately 23.4 inches including 51.3 inches of snow fall. The average high temperature in January is 34 degrees, while the low is 1 degree. The average high temperature in July is 76 degrees, while the low is 42 degrees. The charts to the right are courtesy of [www.city-data.com](http://www.city-data.com).



## STATE OF WYOMING

Wyoming is a state that offers an incredible diversity of activities, geography, climate, and history. Just a territory in 1869, Wyoming became the 44th state in 1890. The state's population is 563,626, and provides a variety of opportunities and advantages for persons wishing to establish residency. Wyoming's energy costs are the second lowest in the nation, and the cost of living index is below the national average. Wyoming ranks among the top ten in the entire United States for educational performance. There is no state income tax, and Wyoming offers an extremely favorable tax climate:



- No personal income tax
- No corporate income tax
- No gross receipts tax
- No inventory tax
- Low retail sales tax
- Low property tax
- Favorable inheritance tax
- Favorable unemployment tax

According to Michael B. Sauter, Alexander E. M. Hess, Samuel Weigley, and Ashley C. Allen of 24/7 Wall Street, Wyoming is a model of good management and a prospering population. The state is particularly efficient at managing its debt, owing the equivalent of just 20.4% of annual revenue in fiscal 2010. Wyoming also has a tax structure that, according to the Tax Foundation, is the nation's most-favorable for businesses - it does not have any corporate income taxes. The state has experienced an energy boom in recent years. The mining industry, which includes oil and gas extracting, accounted for 29.4% of the state's GDP; more than in any other state. As of last year, Wyoming's poverty, home foreclosure, and unemployment rates were all among the lowest in the nation.



## OFFERING PRICE

### **Price Reduced to \$7,850,000**

Acceptable terms for purchasing this property include, but are not limited to cash at closing, new loan, or 1031 tax exchange. No portion of the purchase transaction will be financed by the seller. The Seller reserves the right to effectuate a tax-deferred real estate exchange for all or part of the sales price, pursuant to Section 1031 of the Internal Revenue Code and the Treasury Regulations promulgated there under with no liability or expense to be incurred by the Buyer (in connection with the Seller's tax-deferred exchange).



## CONDITIONS OF SALE

- I. All offers shall be:
  - A. in writing;
  - B. accompanied by an earnest money deposit check in the minimum amount of \$400,000 (Four Hundred 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.



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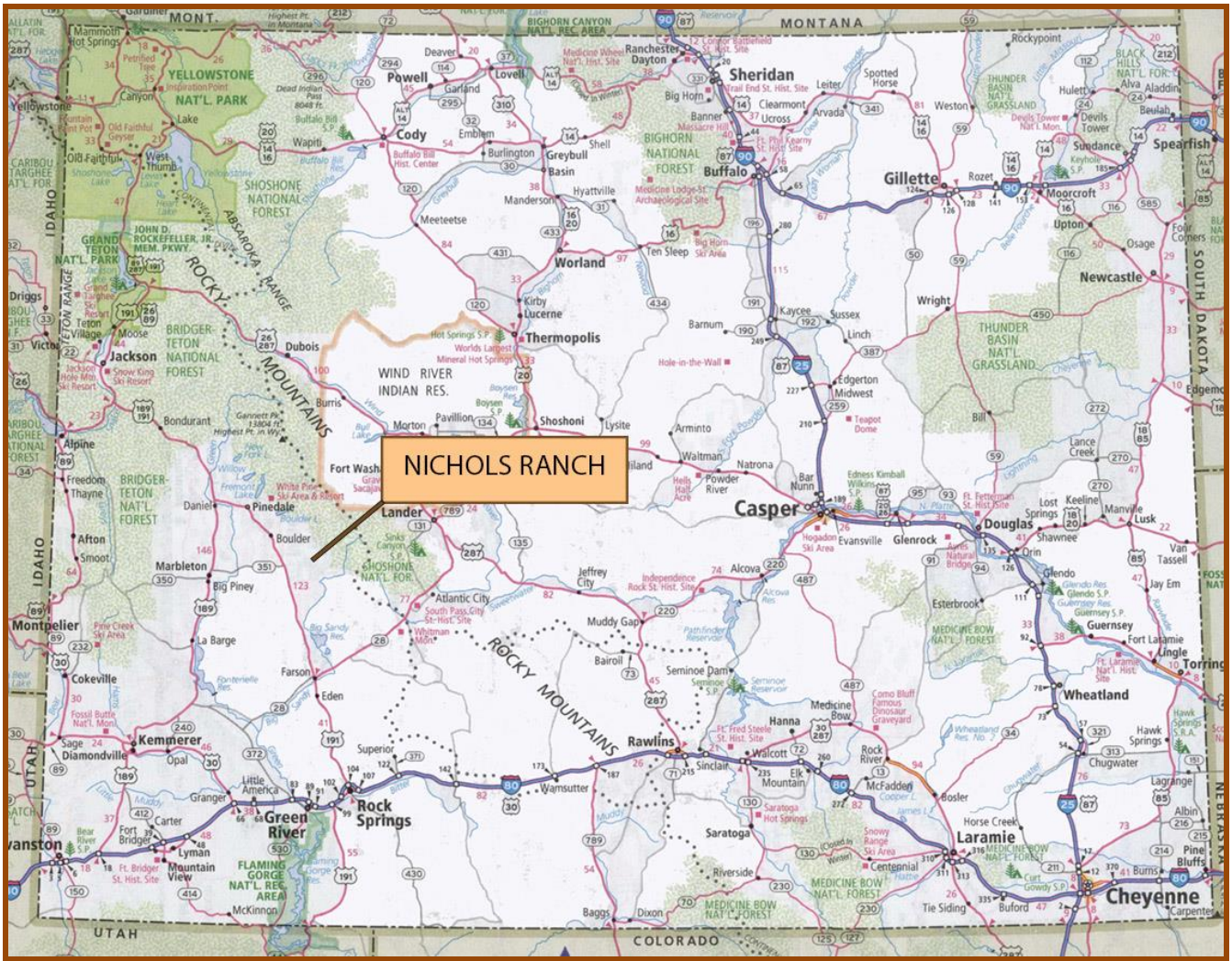
Clark & Associates Land Brokers, LLC is pleased to have been selected as the Exclusive Agent for the Seller of this outstanding offering. All information has been obtained from sources deemed reliable by Clark & Associates Land Brokers, LLC; however, the accuracy of this information is not guaranteed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

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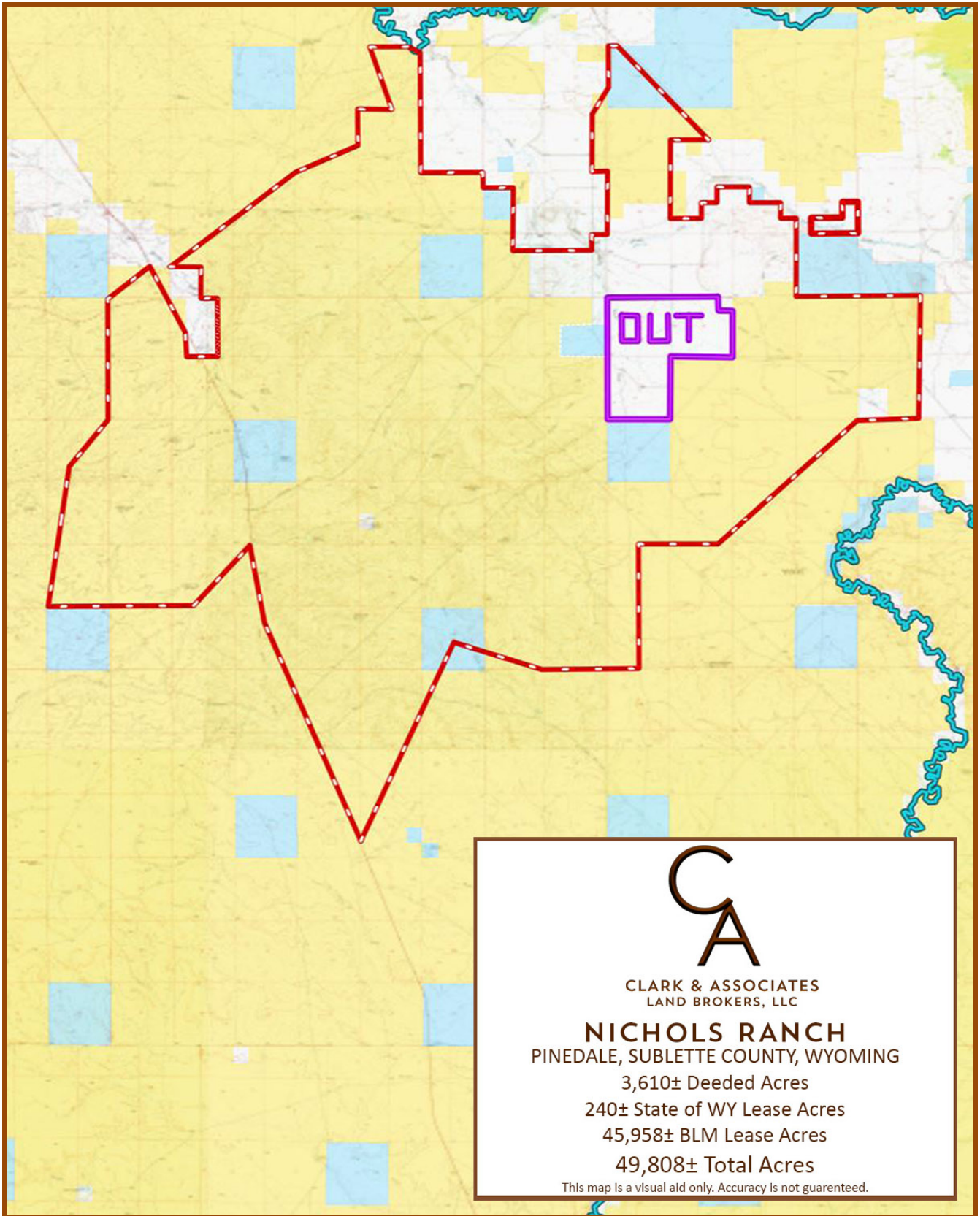


# STATE LOCATION MAP



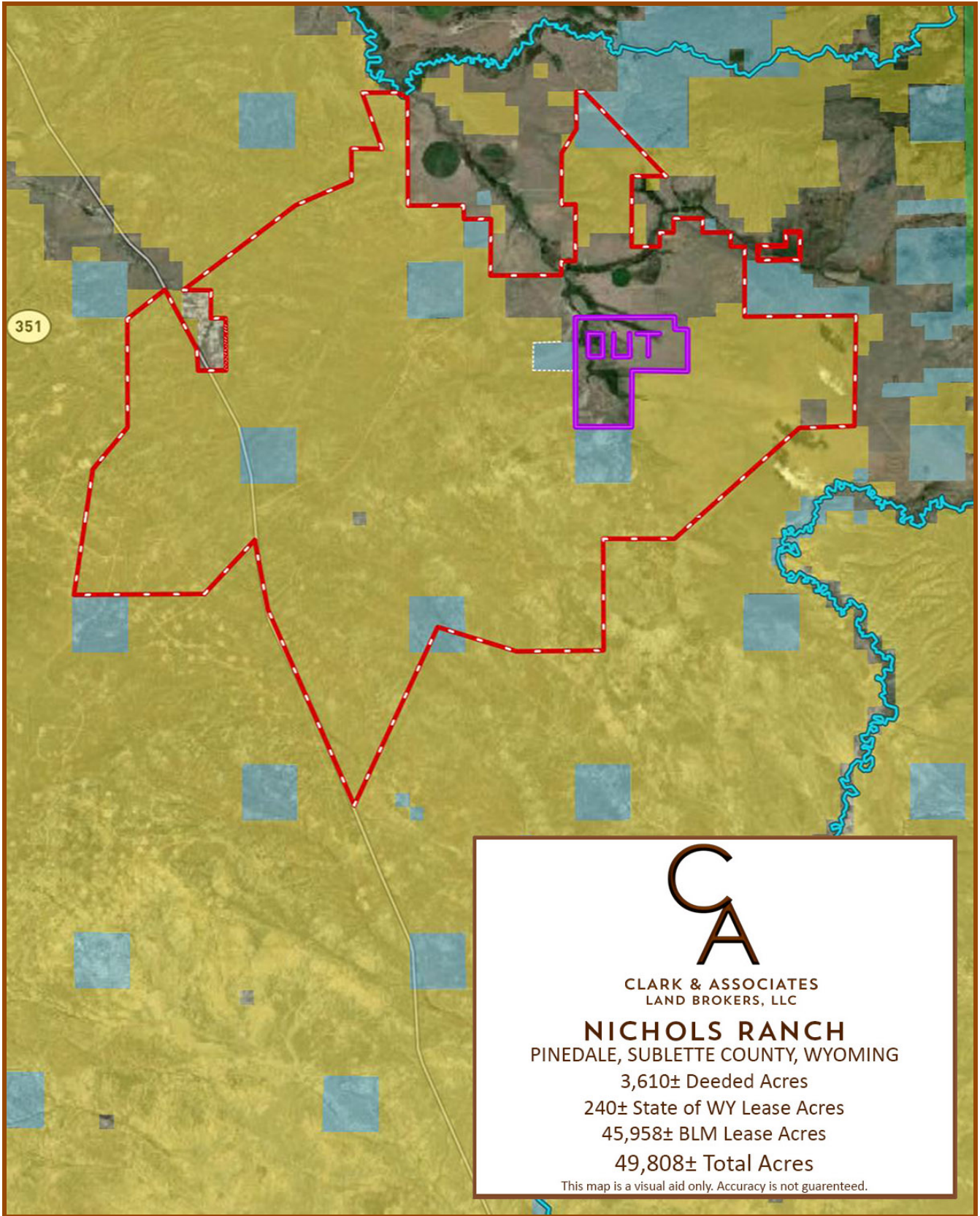
## NOTES

NICHOLS RANCH TOPO MAP





NICHOLS RANCH ORTHO MAP



# JR Barnes Consulting, LLC

502 Dayshia Lane  
Cheyenne, WY 82007  
307-630-8982  
[dtmjohn@bresnan.net](mailto:dtmjohn@bresnan.net)

March 12, 2020

Mr. Cory Clark  
Clark & Associates Land Brokers  
PO Box 47  
Lusk, WY 82225

Re: Water Rights Search: Muddy Land & Liveswtock (See attached legal description)

Dear Mr. Clark,

A search of the State Office e-permit system was conducted and the records were checked against the original records in the State Engineer's Office for the attached land description. The following are the water rights were found in the records for the attached land description:

## SURFACE WATER

Permit No. 2644D

Boulter Ditch (changed in part to the Nichols Pipeline), Priority date: June 4, 1900. Certificate No. 7, Page 24; Order Record No. 3, Page 266; Proof No. 5513. Source: Muddy Creek, trib East Fork New Fork River, trib New Fork River, trib Green River. This is for original supply irrigation for the following lands:

### T31N, R106W

Section 27	SWSW	20.00 acres
	E $\frac{1}{2}$ SW	63.00 acres (27.00 in NESW & 36.00 in SESW)
Section 33	NENW	40.00 acres
	N $\frac{1}{2}$ NE	80.00 acres (15.00 acres in the NENE and 6.00 acres in the NWNE transferred to the Nicols Pipeline)



Section 34	W $\frac{1}{2}$ NW	80.00 acres
	<u>E<math>\frac{1}{2}</math>NW</u>	<u>65.00 acres</u> (35.00 acres in the NENW & 30.00 acres in the SENW)
	TOTAL	348.00 acres (4.95 cfs)

**Permit No. 7356D**

East Fork Ditch, Priority date: July 23, 1906. Certificate No. 42, Page 393; Order Record No. 6, Page 51; Proof No. 17226. Source: East Fork New Fork River, trib New Fork River, trib Green River. This is for original supply irrigation for the following lands:

T31N, R106W

Section 33	NESE	40.00 acres
	<u>SESE</u>	<u>40.00 acres</u>
	TOTAL	80.00 acres (1.14 cfs)

East Fork Ditch, Priority date: July 23, 1906. Certificate No. 42, Page 394; Order Record No. 6, Page 51; Proof No. 17226. Source: East Fork New Fork River, trib New Fork River, trib Green River. This is for original supply irrigation for the following lands:

T31N, R106W

Section 33	SESW	40.00 acres (0.57 cfs)
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East Fork Ditch, Priority date: July 23, 1906. Certificate No. 42, Page 395; Order Record No. 6, Page 51; Proof No. 17226. Source: East Fork New Fork River, trib New Fork River, trib Green River. This is for original supply irrigation for the following lands:

T31N, R106W

Section 33	SWSE	40.00 acres (0.57 cfs)
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East Fork Ditch, Priority date: July 23, 1906. Certificate No. 42, Page 396; Order Record No. 6, Page 51; Proof No. 17226. Source: East Fork New Fork River, trib New Fork River, trib Green River. This is for original supply irrigation for the following lands:

T31N, R106W

Section 33	NESW	40.00 acres (0.57 cfs)
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**Permit No. 16228D**

Angelo Ditch, Priority date: Sept. 2, 1921. Certificate No. 44, Page 409; Order Record No. 6, Page 466; Proof No. 18638. Source: Little Muddy Ck, trib Muddy Ck, trib East Fork New Fork River, trib New Fork River, trib Green River. This is for original supply irrigation for the following lands:

**T31N, R106W**

Section 32	NENE	3.00 acres
	<u>SENE</u>	<u>4.00 acres</u>
	TOTAL	7.00 acres (0.10 cfs)

**Permit No. 16229D**

Vencel Ditch, Priority date: Sept. 2, 1921. Certificate No. 44, Page 410; Order Record No. 6, Page 466; Proof No. 18639. Source: Jerry's Spring, trib Little Muddy Ck, trib Muddy Ck, trib East Fork New Fork River, trib New Fork River, trib Green River. This is for domestic use and original supply irrigation for the following lands:

**T31N, R106W**

Section 32	NENE	9.00 acres
	<u>SENE</u>	<u>9.00 acres</u>
	TOTAL	18.00 acres (0.26 cfs)

**Permit No. 36104D**

Nichols Pipeline No. 2, Priority date: Jan. 24, 2019. Source: Muddy Ck, trib East Fork New Fork River, trib New Fork River, trib Green River. This is for supplemental supply irrigation for the following lands having original supply irrigation under Permit No. 1622E, Enl Boulter No. 2 Ditch:

**T31N, R106W**

Section 28	NESW	9.00 acres
	SESW	4.00 acres
	NWSE	24.00 acres
	<u>SWSE</u>	<u>13.00 acres</u>
	TOTAL	50.00 acres



**Permit No. 1617E**

Enlarged Overland Ditch, Priority date: Sept. 3, 1906. Certificate No. 38, Page 300; Order Record No. 5, Page 318; Proof No. 14654. Source: East Fork New Fork River, trib New Fork River, trib Green River. This is for original supply irrigation for the following lands:

T31N, R106W

Section 25	SESW	39.89 acres
	NESE	40.00 acres
	SWSE	40.00 acres
	<u>SESE</u>	<u>40.00 acres</u>
	TOTAL	159.89 acres (2.28 cfs)

**Permit No. 1622E**

Enlarged Boulder No. 2 Ditch, Priority date: Oct 5, 1906. Certificate No. 35, Page 395; Order Record No. 4, Page 705; Proof No. 12671. Source: East Fork New Fork River, trib New Fork River, trib Green River. This is for original supply irrigation for the following lands:

T31N, R106W

Section 28	SESW	40.00 acres
	S $\frac{1}{2}$ SW	80.00 acres
	NESE	38.00 acres
	NWSE	40.00 acres
	S $\frac{1}{2}$ SE	80.00 acres
Section 33	<u>NWNW</u>	<u>40.00 acres</u>
	TOTAL	318.00 acres (4.54 cfs)

**Permit No. 1642E**

Enlarged Boulder Ditch, Priority date: March 18, 1965. Certificate No. 72, Page 419; Order Record No. 21, Page 370; Proof No. 31945. Source: Muddy Ck, trib East Fork New Fork River, trib New Fork River, trib Green River. This is for original supply irrigation for the following lands:

T31N, R106W

Section 33	SWNE	3.00 acres (11.5 acres in the NE½ transfer to the Nichols Pipeline)
	SENE	10.00 acres
	NWNW	33.00 acres
	SENW	9.00 acres
	NWSW	20.00 acres
	<u>NWSE</u>	<u>4.00 acres</u>
	TOTAL	79.00 acres (1.13 cfs)

**Permit No. 14870S**

Mud Stock Reservoir, Priority Date: Sept 4, 2001. Certificate Record No. R-17, Page 173; Order Record No. 62, Page 107; Proof No. 39409. Source: Muddy Ck, trib East Fork New Fork River, trib New Fork River, trib Green River. This reservoir is for stock use with a capacity of 0.48 ac-ft at the following location:

T31N, R106W

Section 25    SESW

**Permit No. 14797S**

Cutoff Stock Reservoir, Priority Date: July 12, 2000. Certificate Record No. R-17, Page 174; Order Record No. 62, Page 107; Proof No. 39410. Source: Little Muddy Ck, trib Muddy Ck, trib East Fork New Fork River, trib New Fork River, trib Green River. This reservoir is for stock use with a capacity of 0.33 ac-ft at the following location:

T31N, R106W

Section 32    SESE



# GROUNDWATER

## Permit No. UW 107009

Jensen Well #1, Priority Date: Aug 6, 1997. Source: Groundwater. This permit is for stock and domestic use at 18 gpm and 350,000 gallons annually at the following location:

T31N, R106W

Section 28 SWSW

## Permit No. UW 130039

#1 Cowley Well, Priority Date: Oct 16, 2000. Source: Groundwater. This permit is for stock use at 7 gpm and 180,000 gallons annually at the following location:

T31N, R106W

Section 35 NESW

## Permit No. UW 130040

Bertoncilj #1 Well, Priority Date: Oct 16, 2000. Source: Groundwater. This permit is for stock use at 7 gpm and 180,000 gallons annually at the following location:

T31N, R106W

Section 33 NWSE

## Permit No. UW 169593

Nichols 1 Well, Priority Date: Aug 25, 2005. Source: Groundwater. This permit is for domestic use at 15 gpm and 325,000 gallons annually at the following location:

T31N, R106W

Section 27 NWSE

These are records found in the State Engineer's Office and Board of Control records as of March 10, 2020, and may or may not reflect the actual situation on the ground. Failure to use water for five (5) consecutive years when water is available may constitute grounds for forfeiture of the water right.

A handwritten signature in blue ink, appearing to read "John R. Barnes", is written over a horizontal line.

John R. Barnes, President

J R Barnes Consulting, LLC



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



**Scott Leach**  
Associate Broker

Mobile: (307) 331-9095

*scott@clarklandbrokers.com*

Licensed in WY, CO, SD, MT  
& NE

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**Clark & Associates Land Brokers, LLC**  
Specializing in Farm, Ranch, Recreational & Auction Properties

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**Lusk, WY Office**

736 South Main Street • PO Box 47  
Lusk, WY 82225

**Cory G. Clark - Broker / Owner**

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**Buffalo, WY Office**

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**Wheatland, WY Office**

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WY 82201

**Jon Keil – Associate Broker**

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**Moorcroft, WY Office**

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Moorcroft, WY 82721

**Stan Mosher – Associate Broker**

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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 Sell'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 \_\_\_\_\_