

WILLOW CREEK RANCH Cody, Wyoming



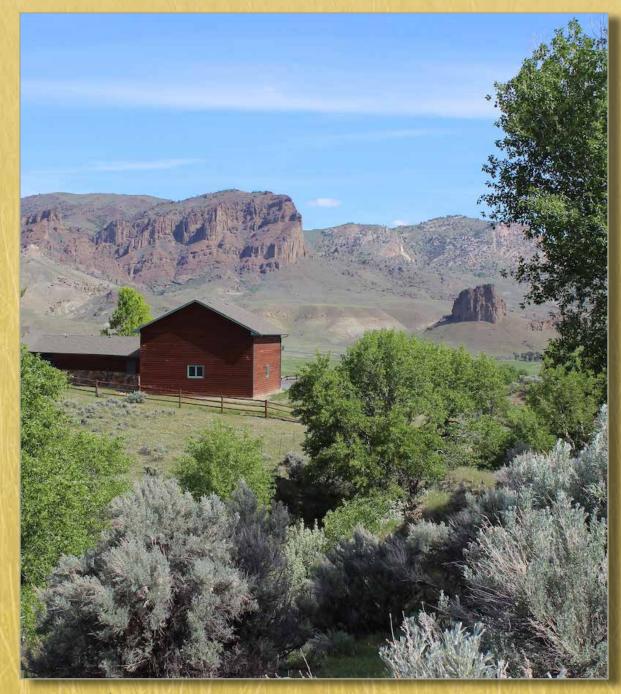


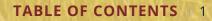
CONTENTS

- Introduction 03
- Location and Access 04
 - **Description 05**
- **Operations and Capacity 06**
 - Water 07
- **Recreation and Wildlife 08**
- Minerals, Leases and Boundaries 09
 - **Offering Price and Conditions 10**
 - Wyoming Brokerage Disclosure 11
 - Disclosure Continued 12
 - Aerial Map 13
 - Location Map 14
 - Topographical Map 15
 - Soil Map 16

POWERS

At your request, Powers Land Brokerage, LLC its agent and representatives ("Powers Land Brokerage") have provided you with certain information and/or documentation for the purpose of your investigation of the subject property. In doing so, Powers Land Brokerage makes no representations or warranties whatsoever with respect to the accuracy, reliability or completeness of any information, reports, tests, or other documentation provided to you whether directly or indirectly by Powers Land Brokerage. The only representations or warranties made will be those set forth in a fully executed purchase and sale agreement, if the parties enter into such an agreement. Powers Land Brokerage encourages you to independently verify any and all information that has been supplied to you by conducting your own independent investigation and consulting with appropriate experts.











THE WILLOW CREEK RANCH IS NESTLED IN THE FERTILE SOUTH FORK SHOSHONE RIVER VALLEY

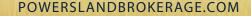
overlooking Buffalo Bill Reservoir and the Absaroka and Carter Mountain Ranges south of Cody, Wyoming. The ranch holds 195+/- acres with excellent irrigated production incorporating two fields under center pivot planted to Timothy and Alfalfa as well as additional grass fields under fixed sprinkler. The irrigation on the property is designed to be efficient and easy to operate.

Also included are a very nice set of working improvements comprised of a home, barn, shop and corrals. The 4 bedroom/3 bath home also has an attached 4 car garage plus a motor home garage. The home is dated and features incredible views of Castle Rock and the South Fork Valley. The shop has a wood working bay, a metal working bay, and a welding bay. The barn features two indoor stalls and several outdoor stalls. The pole fencing makes it an ideal equestrian property. This is an excellent opportunity to own a working agricultural unit in the most desired location in Cody, Wyoming



South Fork of the Shoshone River headwaters almost 100 miles upstream in the Absaroka Range near Yellowstone National Park. The rugged pyramids of volcanic in- trusions tower over the valley floor, where ranches carry on the old tradition of raising premium hay and running cow calf operations. Buffalo Bill's original TE Ranch is just up the road from the Willow Creek Ranch and is adjacent to Carter Mountain Road leading to wilderness as the homesteaders knew it. Located 20 miles southeast of Cody along the state maintained and less traveled highway 291 to a convenient 1/4 mile of graveled fenced lane its a quiet and peaceful setting. The improvements are nestled at the base of the Carter Mountains, crowned with snow capped rim rock, and looks across the valley at lush irrigated fields and the Absaroka Range.

Yellowstone (East Ent.) – 67 miles Billings, Montana – 125.4 miles Lander, Wyoming – 182 miles Red Lodge, Montana – 83 miles Sheridan, Wyoming – 165 miles Casper, Wyoming – 223 miles



LOCATION & ACCESS | 4



THE WILLOW CREEK RANCH IS A DREAM COME TRUE FOR THOSE WANTING TO ESCAPE

The Ranch includes a very nice set of working improvements comprised of a home, barn, shop, and corrals. The 4 bedroom/3 bath 3,360 square foot home also has an attached 4 car garage an additional motor home garage. The home features incredible views of Castle Rock and the South Fork Valley. The shop includes a wood working bay, a metal working bay, and a welding bay. The barn features two indoor stalls and several outdoor stalls. The pole fencing and six horse stalls make Willow Creek an ideal equestrian property. The shop is thoughtfully laid out with several rooms including metal works, welding, wood working, tool, and mechanics bay. This is an excellent opportunity to own a working agricultural unit in the most desired location in Cody, Wyoming.





195± TOTAL ACRES HOLDING

100+ ACRES IRRIGATED CROP LAND WITH TWO CENTER PIVOTS

The Willow Creek Ranch has an impressive irrigation system in place including two center pivots covering over 100 acres; fixed sprinklers in the paddocks in front of the home covering 6+/- acres; and hand lines picking up corner irrigation the property produces 2.5-3.5 tons per acre with two cuttings per year. The South Fork is known to produce excellent alfalfa, brome, orchard grass mixed hay as well as quality Timothy. Bubblers, concrete ditches, buried pipeline, and valve manifolds supply water from the Lakeview Canal Irrigation District which runs through the back of the property at a higher elevation thereby minimizing pump costs. *Carrying capacity of range country and of harvested feed produced on a ranch can be expressed as animal units or animal unit months. The animal unit (AU) is the annual feed requirement to maintain on mother cow or the equivalent in thrifty condition (with calf at side for six of the twelve months). Carrying capacity is that portion of the animal units of the maximum feed production that can be utilized after consideration of all limiting factors and customary operation practices. Any carrying capacity rating must be estimated with caution, keeping in mind the size and breed of the cows, the weaning weights of the calves, and even the length of time the calves are grazed. A carrying capacity rating can vary as much as 30% to 40%, depending upon the range usages. In addition to pasture rotation and other management factors, such as water availability, livestock type and size, and the length and timing of pasture season. A properties total carrying capacity is also affected by external influences such as topography, rainfall, pests, wildlife, and other numerous influences.

THE WILLOW CREEK RANCH IS A DREAM COME TRUE FOR SOMEONE WANTING TO ESCAPE.

Nearly all of the South Fork production ground is irrigated from the Lake View Canal which is a direct flow source of the South Fork Shoshone River up stream of the Castle Rock Ranch. With abundant snow pack in the mountain headwaters and the Buffalo Bill Reservoir to mitigate downstream water calls, the Lake View Canal District is a relatively dependable source of irrigation water. Low snow pack years and numerous Lake View users does cause restric- tion in certain years and during certain times of the irrigation season which typically begins May 1 and runs through September. The non irrigated pastures below the canal are sub irrigated and provide good forage for livestock and wildlife.

Willow Creek, which runs seasonally, creates a nice riparian draw next to the home and provides a nice belt of cot- tonwood trees. Domestic and stock water for the paddocks is provided by a water well which, like most of the South Fork, has relatively hard water so potable water is provided by a large storage tank plumbed to faucets in the home and filled by a local utility company out of Cody.





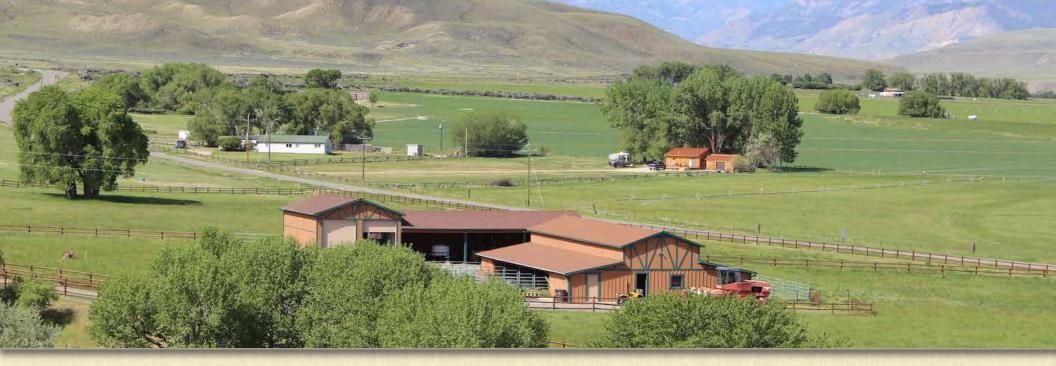
Absaroka Mountains and Carter Mountains are home to abundant wildlife including predator and non predator species. The South Fork Valley holds a large population of elk and mule deer. Its not uncommon to have abundant trophy mule deer and pronghorn in the hay fields of the Ranch. A resident elk herd migrates along the base of Carter Mountain immediately behind the Ranch. The South Fork River is home to world class trout fishing.

Carter Mountain and South Fork Roads provide easy and close access to several public trail heads that lead to some of the most remote and wild areas in the American west. Cody is home to the east entrance to Yellowstone National Park which can be explored in a day trip from

the Ranch. Beginner to expert skiing can be found at the Red Lodge Ski area which is an hour and half to the north. Cody is also home to Cody Night Rodeo which features top bull riders, ropers, and wrestlers entertaining every night from June 1 to August 1.

Historic downtown Cody has fun shops and restaurants to explore including the famous Irma Hotel that has a scheduled gun fight performance in the summer months; Irma was Buffalo Bill Cody's beloved wife. The legendary TE Ranch, the original ranch of Buffalo Bill, is just a few minutes up the road from the Willow Creek Ranch. Exploring the surroundings and immersing yourself in the history of the area with area residents is a journal all its own.





MINERAL RIGHTS

The Seller makes no representation as to the ownership of the mineral rights or mineral estate on the subject proper- ty. The Sellers do not believe they own any minerals; however, there will be no mineral reservation in the deed, so if any minerals are owned by the Sellers which are appurtenant to the property that fee mineral ownership will be conveyed to the Buyer at closing.

LEASES

The property has not been leased to cus- tom farming, hunting, or other uses and the home is owner occupied. The Seller has traditionally done his own hay farming but has been contacted by farmers to crop share or lease on a per acre basis. The Castle Rock Ranch does not hold an agency grazing leases with the BLM, State, or Forest Service.

BOUNDARIES

The seller is making known to all potential purchasers there may be varia- tions between the deeded property lines and the location of the existing fence boundary lines on the subject property. Seller makes no warranties with re- gard 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 ex- ist. Boundaries shown on any accompanying maps are approximate, based on the legal description. Maps are not to scale and are for visual aid only. The accuracy of the maps and information is not guaranteed.

OFFERING PRICE

The Willow Creek Ranch is being offered at \$2,350,000

(Two Million Three Hundred and Fifty Thousand Dollars)

- I. The Seller prefers an all cash sale.
- II. All offers shall be:
 - a. in writing,
 - b. accompanied by an earnest money deposit check in the minimum amount of 5% of the offering price.
- III. All earnest money deposits will be deposited in the Listing Broker's trust account, or
- appropriate escrow.
- IV. The Seller shall provide and pay for an Owner's title insurance policy in full satisfaction of the negotiated purchase price.
- V. Both Buyer and Seller shall be responsible for their own attorney's fees.

Powers Land Brokerage, LLC is pleased to have been selected as the Exclusive Agent for the seller of this offering. This offering is subject to prior sale, price change, correction or withdrawal without notice and any offer presented does not have to be accepted.

At your request, Powers Land Brokerage, LLC its agent and representatives ("Powers Land Brokerage") have provided you with certain information and/or documentation for the purpose of your investigation of the subject property. In doing so, Powers Land Brokerage makes no representations or warranties whatsoever with respect to the accuracy, reliability or completeness of any information, reports, tests, or other documentation provided to you whether directly or indirectly by Powers Land Brokerage. The only representations or warranties made will be those set forth in a fully executed purchase and sale agreement, if the parties enter into such an agreement. Powers Land Brokerage encourages you to independently verify any and all information that has been supplied to you by conducting your own independent investigation and consulting with appropriate experts.

The seller and seller's agent are making known to all potential purchasers there may be variations between the deeded property lines and the location of the existing fence lines. Seller and seller's agent make no warranties with regard to location of the fence lines in relationship to the deeded property lines, nor does the seller and seller's agent make any warranties or representations with regard to specific acreages. Seller is selling the property in an "AS IS" condition, which includes the location of the fences, as they exist. Boundaries shown on any accompanying maps are approximate, based on county and state parcel map data. Prospective Buyers are encouraged to verify fence lines, deeded property lines, and acreages using a licensed surveyor at their own expense. Maps are not to scale and are for visual aid only. The accuracy of the maps and information is not guaranteed.

Carrying capacity of range country and of harvested feed produced on a ranch can be expressed as animal units or animal unit months. The animal unit (AU) is the annual feed requirement to maintain on mother cow or the equivalent in thrifty condition (with calf at side for six of the twelve months). Carrying capacity is that portion of the animal units of the maximum feed production that can be utilized after consideration of all limiting factors and customary operation practices. Any carrying capacity rating must be estimated with caution, keeping in mind the size and breed of the cows, the weaning weights of the calves, and even the length of time the calves are grazed. A carrying capacity rating can vary as much as 30% to 40%, depending upon the range usages. In addition to pasture rotation and other management factors, such as water availability, livestock type and size, and the length and timing of pasture season. A properties total carrying capacity is also affected by external influences such as topography, rainfall, pests, wildlife, and other numerous influences.

IMPORTANT NOTICE REAL ESTATE BROKERAGE DISCLOSURE

When you select a real estate 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/LANDLORD'S AGENT (Requires written agreement with Seller)

If a Seller signs a written listing agreement with us and engages us as a Seller's agent, we represent the Seller. On properties listed with other brokerage companies, we may work as an agent for the Seller, if the Seller agrees to have us work as a subagent. As an agent or sub-agent for the Seller, we represent the Seller and owe 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 is legally responsible for our actions as either an agent or sub-agent, when such agent or subagent is acting within the scope of the agency relationship.

BUYER/TENANT AS CUSTOMER (No written agreement with Buyer)

We may work with the Buyer in purchasing property even though we are an agent or subagent of the Seller. In that event, we will not have a written agreement with the Buyer. Even though we do not represent the Buyer, we will assist the Buyer as our customer and are obligated to deal fairly and honestly with the Buyer, to answer the Buyer's questions accurately concerning facts we know about the property, and to disclose any adverse material facts we know about the property. As a Seller's agent or subagent, we have duties to disclose to the Seller certain information; therefore, the Buyer, as our customer, should not tell us any information which the Buyer does not want shared with the Seller.

BUYER'S AGENT/TENANT'S AGENT (Requires written agreement with Buyer)

If a Buyer signs a written Buyer Agency Agreement with us, we will act as an agent for the Buyer. If so, we represent the Buyer and owe the Buyer a duty of utmost good faith, loyalty and fidelity in addition to the obligations enumerated below for Intermediaries. The Buyer is legally responsible for our actions as an agent, when the Buyer's agent is acting within the scope of the agency relationship. As a Buyer's Agent, Wyoming law requires us 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, we have duties to disclose to the Buyer certain information; therefore, the Seller should not tell us 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 maybe 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.



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As an Intermediary (Non-Agent), we 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. We will have the following obligations to you:

- perform the term 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 or property we receive;
- 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;
- 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; and 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, we will disclose all information to each party, but will not disclose the following information without your informed consent:

- that you may be willing to agree to a price different than the one offered;
- 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 us wants to look at or submit an offer on property we have listed as an agent for the Seller, the Seller and the Buyer may consent in writing to allow us to change to an Intermediary (non-agency) relationship with both the Buyer and the Seller. Wyo. Stat. §33-28-307.

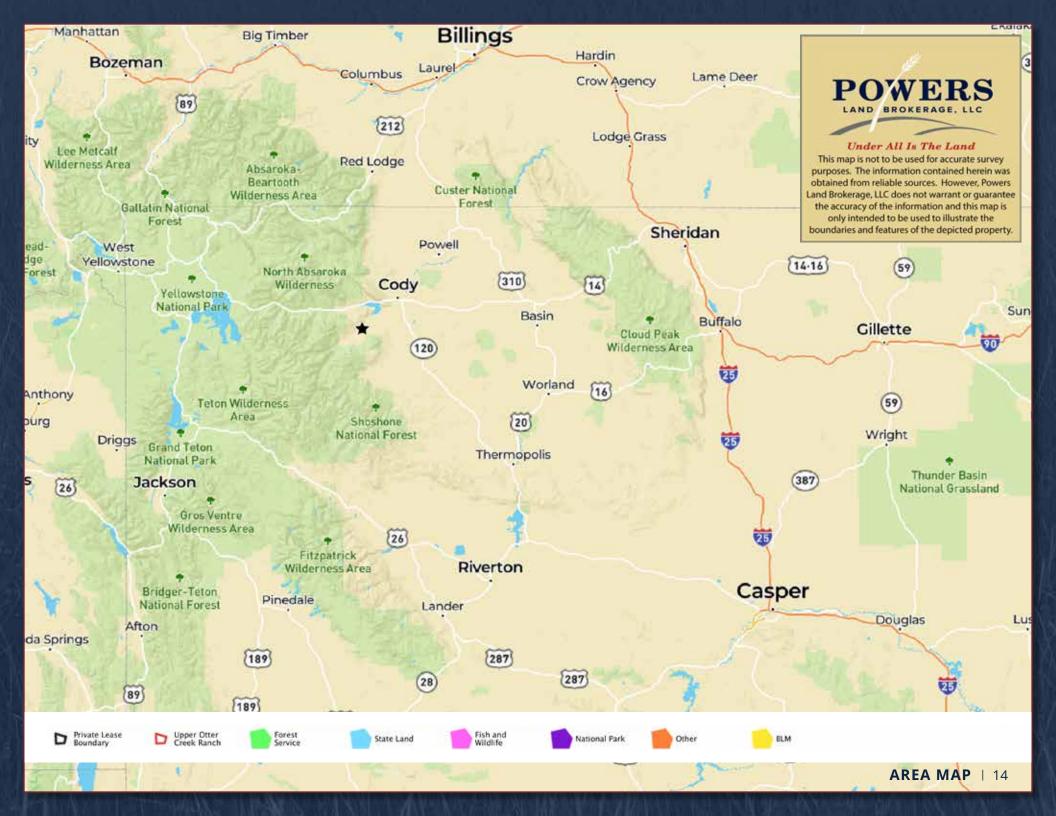


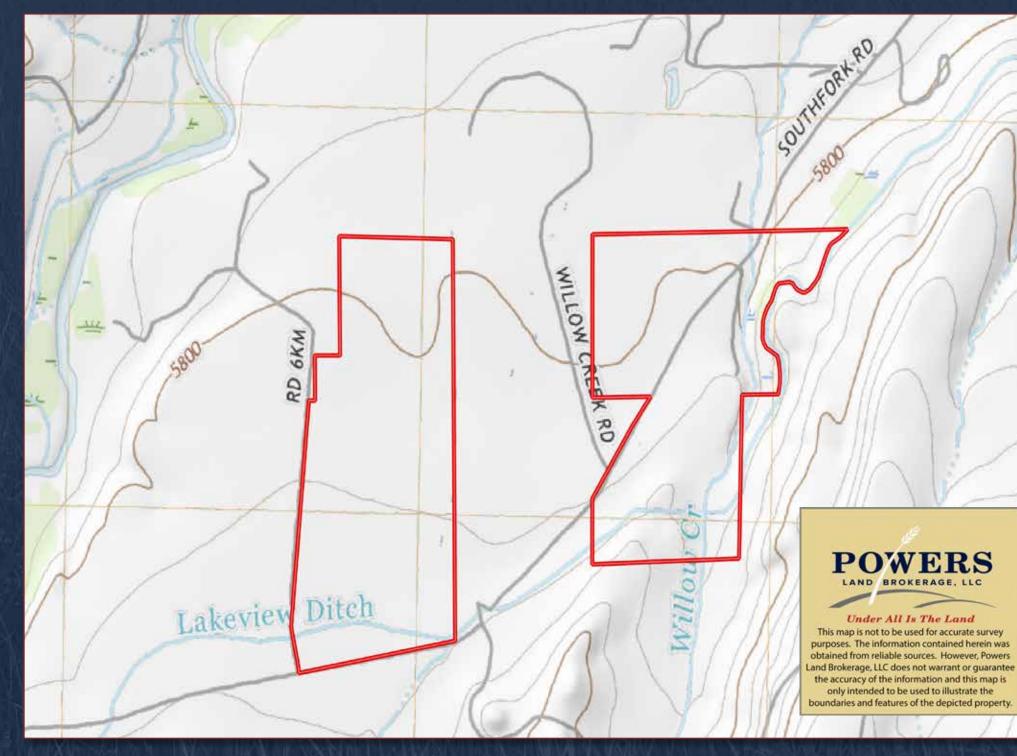
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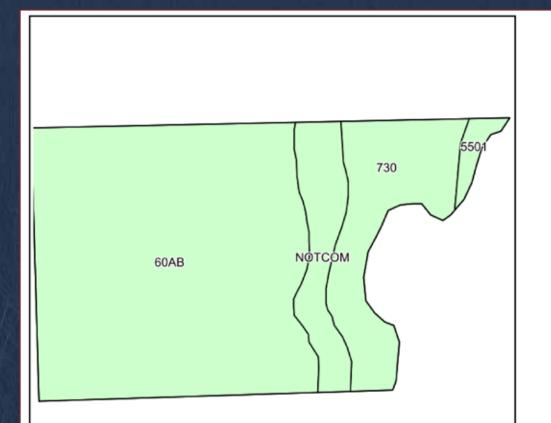
Under All Is The Land This map is not to be used for accurate survey purposes. The information contained herein was obtained from reliable sources. However, Powers Land Brokerage, LLC does not warrant or guarantee the accuracy of the information and this map is only intended to be used to illustrate the boundaries and features of the depicted property.

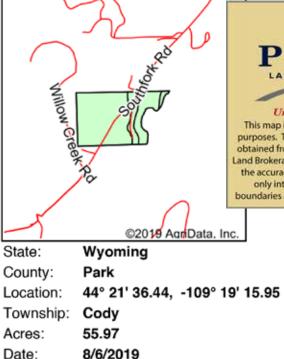


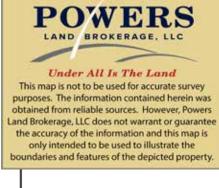
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Maps Provided			₩₩.
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Soils data provided by USDA and NRCS.

Area Symbol: WY629, Soil Area Version: 11								
Code	Soil Description	Acres	Percent of field	Non-Irr Class *c	Irr Class	*n NCCPI Soybeans		
					-c			
60AB	Yamac loam, 0 to 6 percent slopes Draft		71.1%	llle	llle	6		
730	Forelle-Diamondville complex 2 to 15 percent slopes Draft	9.85	17.6%	VIIe		7		
NOTCOM	No Digital Data Available		9.5%			0		
5501	Roxal-like-Rock outcrop-Leavitt-like complex, 15 to 60 percent slopes Draft		1.8%	VIIc		0		
Weighted Average								

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*n: The aggregation method is "Weighted Average using major components" *c: Using Capabilities Class Dominant Condition Aggregation Method Soils data provided by USDA and NRCS.



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