

CLARK & ASSOCIATES LAND BROKERS, LLC

Specializing in Farm, Ranch, Recreational & Auction Properties

Proudly Presents



HAINES ROAD RANCH

Casper, Natrona County, Wyoming

717± deeded acres of spacious grazing land with 80± flood irrigated acres, and ponds within close proximity to Casper.

LOCATION & ACCESS

The Haines Road Ranch is located approximately 15 miles northwest of Casper, Wyoming. There is year-round access to the property. From Casper take US-26 W/Hwy 20 W traveling west; turn right onto Thirty-three Mile Road traveling north for 2.8 miles; turn left onto Haines Road for 2.1 miles. The property address is 13297 Haines Road.

Several towns and cities in proximity to the property include:

Casper, Wyoming (population 59,628)

• Glenrock, Wyoming (population 2,591)

Douglas, Wyoming (population 6,350)

• Buffalo, Wyoming (population 4,585)

• Laramie, Wyoming (population 30,816)

• Cheyenne, Wyoming (population 59, 466)

Fort Collins, Colorado (population 143,986)

• Denver, Colorado (population 701,621)

15 miles southeast

39 miles southeast

64 miles southeast

125 miles north

156 miles south

193 miles southeast

237 miles southeast

293 miles southeast



SIZE & DESCRIPTION

80± Irrigated Acres 632± Grazing Acres 5± Acres of Improvements

717± Deeded Contiguous Acres

The Haines Road Ranch consists of 717± deeded acres at an elevation of 5,414 feet above sea level. The terrain is flat pasture ground, riparian areas with year-round ponds, and flood-irrigated fields. Along the riparian areas and fields are tree lines which provide excellent cover and habitat for wildlife.

The improvements are modest and consist of a home, machine shed, Quonset shop, sheep barn, and wooden corrals.



OPERATIONS AND CARRYING CAPACITY

Approximately 80± acres of the ranch are flood-irrigated, and are currently planted to oats and alfalfa, with some water used to flood irrigate pastures. Historically, three cuttings of hay are harvested annually with yields averaging three tons per acre. Irrigation water is provided through 66.53 acres of water rights with 133.06 acre feet of water volume from the Casper Alcova Irrigation District.

The ranch is cross-fenced into six pastures of high-protein native grasses. During the appraisal, the carrying capacity was estimated to be 255 AUM, with the current farming operations being assumed into the estimation. In the past, the ranch was also used for the raising of pheasants as the characteristics of the ranched topography are well suited for game birds.

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



LEASES

The Haines Road Ranch is currently occupied and farmed under a lease agreement yielding \$18,000 annually. A copy of the lease will be provided during the buyer's inspection period.

MINERAL RIGHTS

Any and all mineral rights, if any, associated with the property will transfer to Buyer at day of closing.

WATER RESOURCES

- 33 Mile Water District provides domestic water via 2 taps
- 66.53 acres of water rights with 133.06 acre feet of water volume from Alcova Irrigation District
- Three year-round ponds and one seasonal pond



REAL ESTATE TAXES

According to the Natrona County Assessor's records, the real estate taxes for the Haines Road Ranch are approximately \$1,745.31 annually.

SOILS

- Petrie-Arvada Complex, 0 to 6 percent slopes 72.5%
- Blackdraw clay loam, 3 to 10 percent slopes 6.6%
- Silhouette clay loam, 0 to 6 percent slopes 6.1%
- Amodac loam, 2 to 12 percent slopes 5.1%
- Salt flats, 4.3%
- Cambria sandy clay loam, 0 to 6 percent slopes 1%

UTILITIES

Electricity – Rocky Mountain Power
Irrigation costs – \$1,810 annually for Casper Alcova Irrigation District,
Propane – Various Providers
Communications – AllureTech Broadband \$43/month
Water – \$70/month for 33 Mile Water District
Sewer – Private septic

Television – Satellite TV

Garbage – Various Providers

IMPROVEMENTS

Improvements on the Haines Road Ranch include the following:

- 1,934 sq. ft., three-bedroom, 1.5 bath ranch-style home built in 1957 with living room, dining room, laundry room, and kitchen with in-floor heat. The living room has a wood-burning fireplace and wood beam ceiling.
- 1,200 sq. ft. arch rib Quonset shop built in 1960.
- 3,168 sq. ft. livestock barn built in 1960.
- 3,483 sq. ft. utility building build in 1960.
- Older wooden corrals.
- Two grain bins











RECREATION & WILDLIFE

If uncrowded waters teeming with blue ribbon trout is the stuff of your dreams, look no further than Casper. Named the **#1 Big Fish Destination** by *American Angler Magazine*, Casper is widely considered to be Wyoming's top fishing spot by anglers around the world. It's the perfect place to find the fishing experience of a lifetime — be it along the famed Miracle Mile stretch of the North Platte River or among the hustle and bustle of our urban core. And while the North Platte waters are renowned, Casper also offers two nearby reservoirs for year-round fishing opportunities. If you're looking to find big fish and lots of 'em, grab your rod and head to Casper. From the website and for more information, please visit, https://visitcasper.com/things-to-do/fish/.

Other wildlife found on the Haines Road Ranch includes mule deer, antelope, white-tail deer, sand-hill cranes, turkey, and upland game birds.



AIRPORT INFORMATION

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

Casper, Wyoming: Delta and United provide daily air service with connections to Denver, and Salt Lake City, Utah, while Allegiant provides service to select locations from the Natrona County International Airport. This airport also has charter flights and rental cars available. For more information, please visit http://iflycasper.com. Complete aeronautical information can be found at http://www.airnav.com/airport/CPR.

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.

COMMUNITY AMENITIES

Casper, Wyoming is located in central Wyoming and is the second largest city in the state. Casper is the county seat of Natrona County and in addition to city and county government offices, it also has several federal government offices including a branch office of the 10th Circuit Federal Court, Social Security Administration, and the Federal Bureau of Investigation to name a few.

The official website for the City of Casper at www.casperwy.gov states the following:

Casper is a great place to relax and have fun. The Casper Events Center is the largest indoor venue in the state; it draws in national artists and concerts on a regular basis, seats up to 9,500 people at a time and attracts more than 250,000 visitors each year.

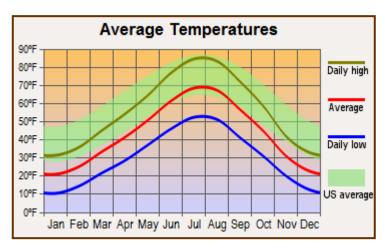
If you prefer downhill skiing, Casper is home to the Hogadon Ski Area, which offers 14 trails and over 600 feet of vertical drop. The city boasts 42 parks, a large recreation center, an ice arena and an indoor aquatics center. The city also offers nine family sports leagues featuring 500 teams totaling 5,268 players. Still haven't found what you're looking for? The city also is the home to four golf courses, including the 27-hole Municipal Golf Course.

It also boasts five museums, two minor league sports teams, the Stuckenhoff shooting range, and the Central Wyoming Symphony Orchestra. Casper is the site of the Central Wyoming Fair & Rodeo which is held annually during the second week of July featuring PRCA rodeo action, carnivals, 4-H and open exhibits and concerts. The National Collegiate Rodeo Finals are also held in Casper in June of each year and showcase the best of the nation's young college rodeo stars.



CLIMATE

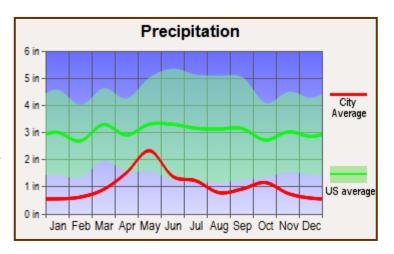
According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Casper, Wyoming area is approximately 12 inches including 76 inches of snow fall. The average high temperature in January is 34 degrees, while the low is 13 degrees. The average high temperature in July is 88 degrees, while the low is 54 degrees. The charts to the right are courtesy of 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 \$785,000

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 there under with no liability or expense to be incurred by the Buyer (in connection with the Seller's tax-deferred exchange).



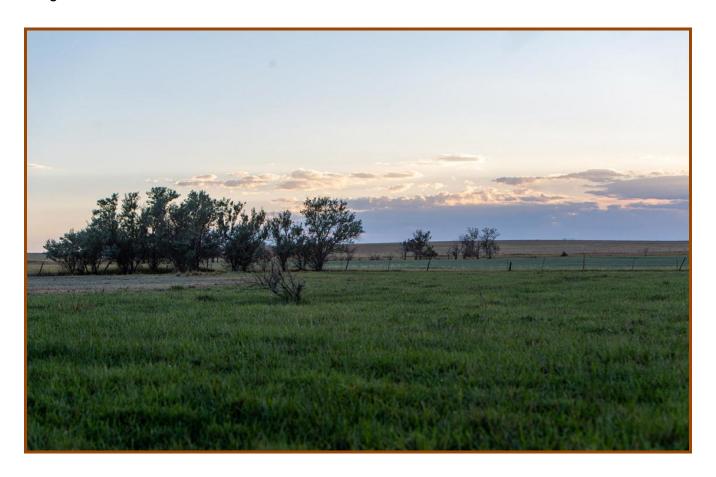
CONDITIONS OF SALE

- I. All offers shall be:
 - A. in writing;
 - B. accompanied by an earnest money deposit check in the minimum amount of \$27,000 (Twenty-Seven 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.

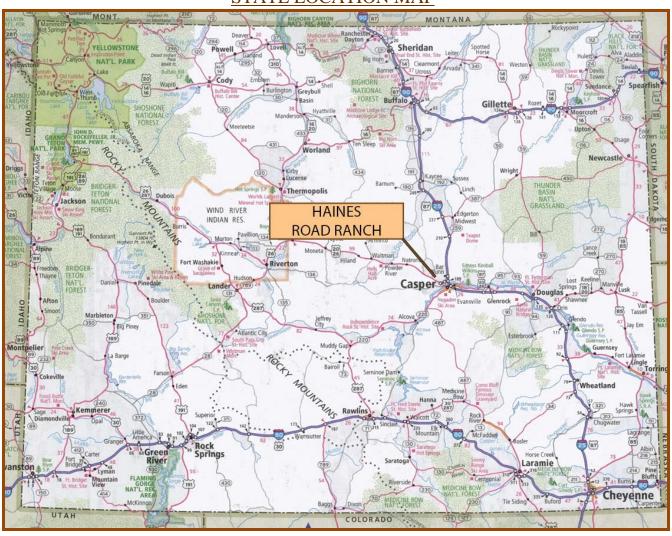
Boundaries shown on accompanying maps are approximate based on the legal description and may not indicate a survey. Maps are not to scale and are for visual aid only. Their accuracy is not guaranteed.



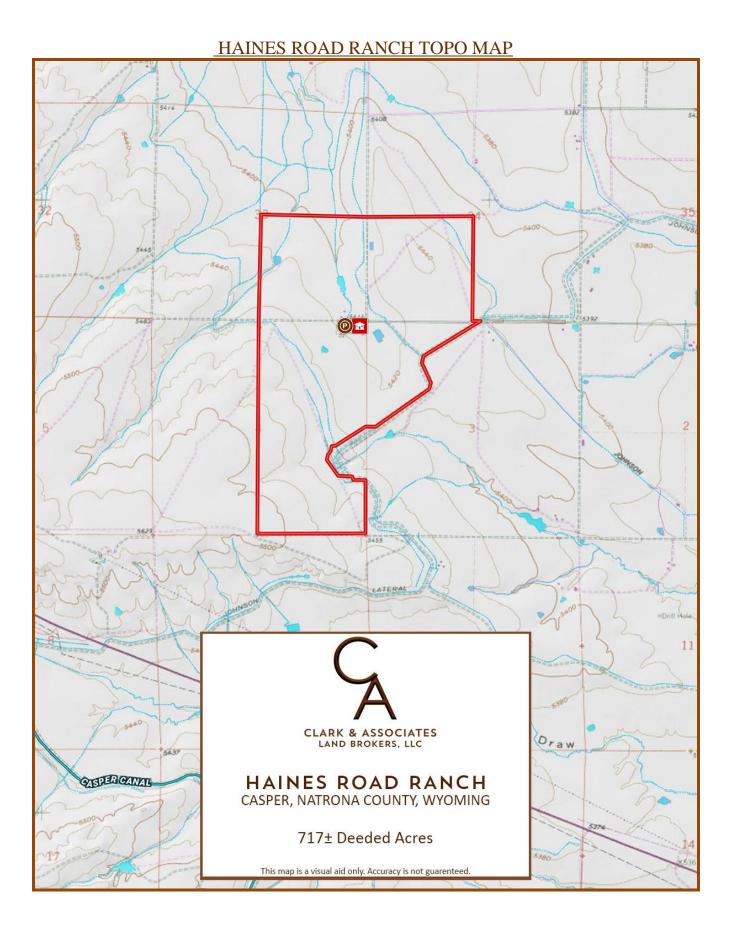
Clark & Associates Land Brokers, LLC is pleased to have been selected as the Exclusive Agent for the Seller of this outstanding offering. All information has been obtained from sources deemed reliable by Clark & Associates Land Brokers, LLC; however, the accuracy of this information is not guaranteed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

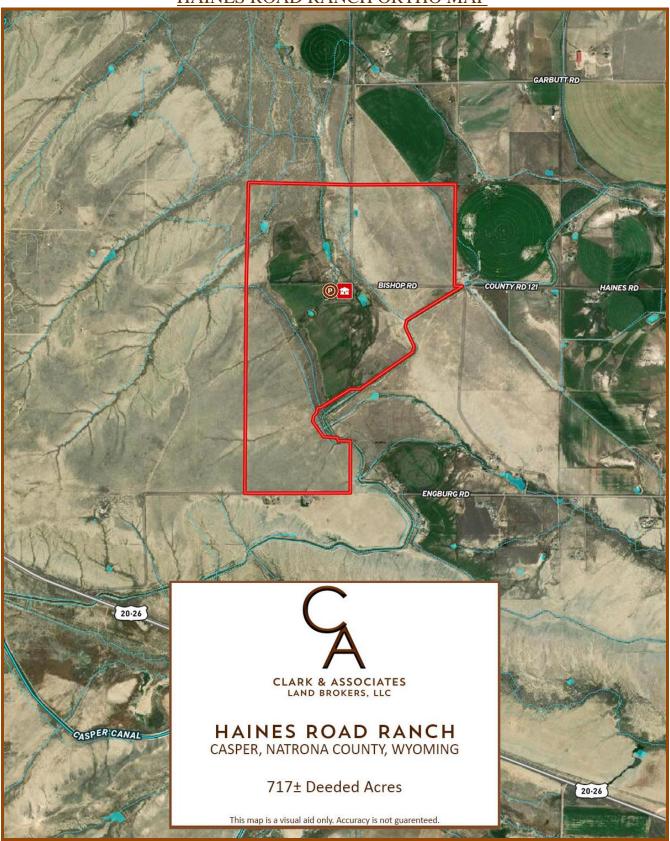
STATE LOCATION MAP



NOTES



HAINES ROAD RANCH ORTHO MAP



JR Barnes Consulting, LLC

502 Dayshia Lane Cheyenne, WY 82007 307-630-8982 dtmjohn@bresnan.net

September 22, 2020

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

Re: Water Rights Search: Haines Road Ranch – 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. 18488D

Casper Canal, Priority Date: July 27, 1934. Certificate Record No. 68, page 68, Order Record No. 17, page 146, Proof No. 28117. Source: North Platte River. This permit is for original supply irrigation for the following lands:

| T34N, R81W | | |
|------------|-------|------------------------|
| Section 4 | NENE | 28.90 acres |
| | NWNE | 9.70 acres |
| | SENE | 25.50 acres |
| | | |
| | NESE | 2.40 acres |
| T35N, R81W | | |
| Section 34 | NESW | 7.20 acres |
| | TOTAL | 73.70 acres (1.05 cfs) |

Permit No. 18682D (See map with P18488D)

Casper Canal, Priority Date: April 25, 1936. Certificate Record No. 68, page 69, Order Record No. 17, page 146, Proof No. 28118. Source: Alcova Reservoir, P4630R. This permit is for secondary supply irrigation for the following lands:

| <u>T34N, R81W</u> | | |
|-------------------|-------|-------------|
| Section 4 | NENE | 28.90 acres |
| | NWNE | 9.70 acres |
| | SENE | 25.50 acres |
| | | |
| | NESE | 2.40 acres |
| T35N, R81W | | |
| Section 34 | NESW | 7.20 acres |
| | TOTAL | 73.70 acres |

Permit No. 18683D (See map with P18488D)

Casper Canal, Priority Date: Dec 1, 1931. Certificate Record No. 68, page 70, Order Record No. 17, page 146, Proof No. 28119. Source: Seminole Reservoir, P4552R. This permit is for secondary supply irrigation for the following lands:

| T34N, R81W | | |
|------------|-------|-------------|
| Section 4 | NENE | 28.90 acres |
| | NWNE | 9.70 acres |
| | SENE | 25.50 acres |
| | NESE | 2.40 acres |
| T35N, R81W | | |
| Section 34 | NESW | 7.20 acres |
| | TOTAL | 73.70 acres |

Permit No. 1755S

Haines #3 Stock Reservoir, Priority Date: Jan 2, 1957. Source: Sheep Draw, trib South Casper Creek, trib Casper Creek, trib North Platte River. The reservoir is for stock use with a capacity of 2.2 acre-feet at the following location:

T35N, R81W

Section 33 NWSE

City of Casper & the Central Wyoming Regional Water System

Attached is a listing of the water right involved. The following lands are within their defined service area:

T34N, R81W

Section 3

Αll

Section 4

NENE

T35N, R81W

Section 34 All

These are records found in the State Engineer's Office and Board of Control records as of September 22, 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.

John R. Barnes, President

J R Barnes Consulting, LLC

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



Travis GitthensAssociate Broker

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admin@clarklandbrokers.com

Licensed in WY



Cory ClarkBroker / Owner

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Billings/Miles City, MT Offices

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Belle Fourche, SD Office

515 National Street • PO Box 307 Belle Fourche, SD 57717

Torrington, WY Office

2210 Main St Torrington, WY 82240

Douglas, WY Office

PO Box 1395, Douglas, WY 82633 1878 N Glendo Hwy, Glendo, WY 82213

Wheatland, WY Office

4398 Palmer Canyon Road Wheatland, WY 82201

Greybull, WY Office

3625 Greybull River Road, PO Box 806 Greybull, WY 82426

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Ken Weekes - Sales Associate

(307) 272-1098 ~ kenrweekes@gmail.com 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 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.

<u>Change From Agent to Intermediary – In – House Transaction</u>

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.

<u>Designated Agent.</u> (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. \S 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 ESTABILSHED, A REAL ESTATE BROKER IS NOT ALLOWED TO GIVE LEGAL ADVICE. IF YOU HAVE QUESTIONS ABOUT THIS NOTICE OR ANY DOCUMENT IN A REAL ESTATE TRANSACTION, CONSULT LEGAL COUNSEL AND OTHER COUNSEL BEFORE SIGNING.