



**CLARK & ASSOCIATES
LAND BROKERS, LLC**

Specializing in Farm, Ranch, Recreational & Auction Properties

Proudly Presents



A&R TOMICH FARM
Farson, Sweetwater County, Wyoming

The A&R Tomich Farm consists of 150± deeded acres and is a great combination of productive farmland and rural Wyoming living.

LOCATION & ACCESS

The A&R Tomich Farm is located approximately 40 miles north of Rock Springs, Wyoming. There is year-round access from paved Wyoming Highway 191 leading to the private driveway. To access the property from Rock Springs, travel north on Highway 191 for 36 miles and the private driveway is on the right side of the highway in the small town of Eden. The property address is 3600 N US Highway 191 Farson (Eden), Wyoming.

Several towns and cities in proximity to the property include:

• Eden, Wyoming (population 199)	Location
• Farson, Wyoming (population 313)	4.5 miles north
• Rock Springs, Wyoming (population 23,082)	36 miles south
• Pinedale, Wyoming (population 1,878)	64 miles northwest
• Jackson, Wyoming (population 10,429)	141 miles northwest
• Evanston, Wyoming (population 11,704)	127 miles southwest
• Casper, Wyoming (population 55,293)	216 miles southeast
• Cheyenne, Wyoming (population 64,165)	291 miles southeast
• Salt Lake City, Utah (population 213,367)	208 miles southwest
• Denver, Colorado (population 701,621)	371 miles southeast



SIZE & DESCRIPTION

150 ± Deeded Acres

The terrain of the farm consists of flat sandy loam, leveled farm ground that has historically produced two crops of alfalfa grass hay. The 2020 hay production reached 263 tons, or 4,677 small bales, of high-premium, horse-quality hay with an average of 1.45 ton per acre on the first crop and 1.05 ton per acre on the second cutting. In addition, 85 tons of barley was harvested from the northwest corner of the farm. In 2021, the farm will have perennial alfalfa/brome grass in entire field. Ages of the present crops are as follows: first year in the northwest quarter; two-year old in the southwest quarter; eight-year old stand in the northeast quarter; with new barley over new alfalfa/grass in the southeast corner.

There are approximately 110 acres of center-pivot irrigation and 30 acres of flood-irrigated corners. In its third year of operation, the Valley 800 poly-lined pivot, that is remote controlled by either phone or computer, has been extremely successful. The irrigation water used on the farm is snowmelt held in the Eden Valley Irrigation District reservoir and distributed through the updated canals and pipelines to each farm. The baled hay is stored and sold from the heavy 60'x100' steel-framed, covered hay barn conveniently located close to the paved highway access and main house.

The entire perimeter of the farm is fenced.

Cottonwood and silver maple trees along with bushes line the west perimeter of the home place as does the highway frontage. The elevation of the property sits at 6,614 feet above sea level with a view of the Wind River Mountain Range to the north and the Killpecker Sand Dunes to the east.



WATER RESOURCES

- Three domestic wells are located on the property: one for the house, one used for the lawn with one well unused.
- A new Valley 8000 poly-lined pivot irrigates 110 acres with the 33-acre of corner ground being flood irrigated.
- The Eden Valley Irrigation District had a 2020 allotment of 2.75-acre feet of water per acre. The annual cost for the A&R farm is \$2,295. Allotment varies with snowfall, but each farm has equal acre-feet district wide.
- Water rights will be transferred with the sale of the farm.



SOILS

- 0-5-inch sand
- 5-12-inch loamy sand
- 12-18-inch in sandy loam
- 18-24-inch in silt loam
- 24-36-inch clay loam
- 36+ inches clay

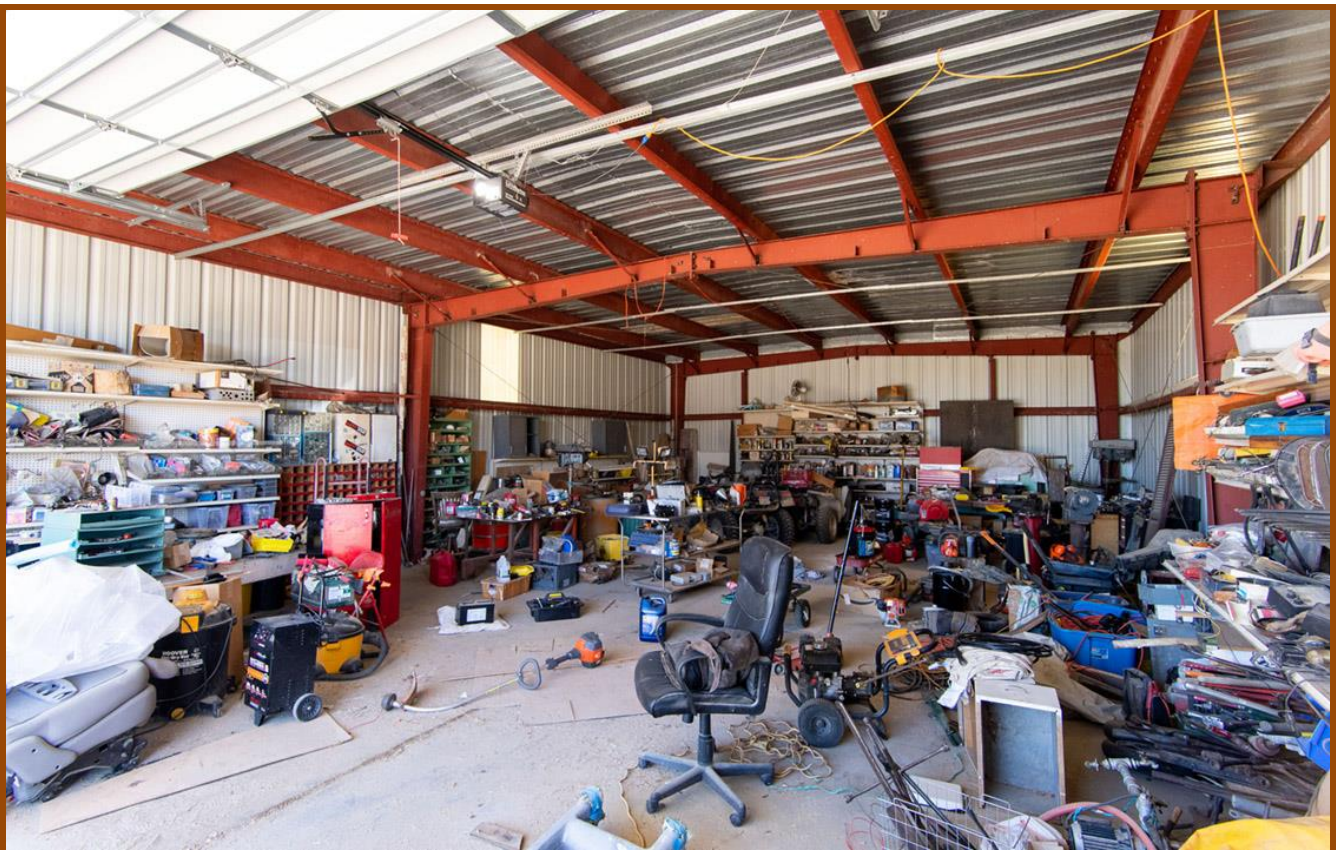
IMPROVEMENTS

Improvements on the A&R Tomich Farm include the following:

- 3,320 sq. ft., 2-story home with four bedrooms and three baths; built in 1971; complete remodel in 1996; renovation 2019.



- 1,500 sq. ft. metal shop with concrete floor



- 6,000 sq. ft. steel-framed hay shed
- Concrete irrigation pump house
- Four (4) smaller farm utility buildings: 980 sq. ft., 945 sq. ft., 462 sq. ft. and 375 sq. ft.
- 690 sq. ft. 1930s log cabin
- Two RV spots, 50 Amp electric, with sewer and water hookups.



UTILITIES

Electricity – Bridger Valley Electric / \$1020 annually
Gas/Propane – AmeriGas/ \$3500 annually
Communications – Union Cellular, Verizon and AT&T
Water – Private wells
Sewer – Septic
Television – Dish Network and Direct TV.

REAL ESTATE TAXES

According to the Sweetwater County Assessor's records, the real estate taxes for the A&R Tomich Farm are approximately \$3,100 annually.

MINERAL RIGHTS

All mineral rights associated with the property will be transferred with the sale of the farm.



RECREATION & WILDLIFE

This farm has a resident herd of antelope and periodically deer will visit the property, and occasionally moose or elk. Wildlife is abundant in the Wind River Range just to the north, easy access for the public to view and enjoy the scenery. Elk, deer, mountain lion, wolf, black bear, grizzly bears, antelope and coyotes all reside in the Wind River Range. The Killpecker Sand dunes are 30 minutes away, available for 4-wheeling fun and exploration. Many mountain lakes in the Wind River Range are visited each year by hikers, horseback trail riders, and snowmobiles. Miles and miles of trails are available for the public. The Eden Valley reservoir has trout and boating along with camping.

Pinedale, Wyoming is considered the gateway to the Wind River's offering a large amount of outdoor activity with local shops, restaurants, hotels, skiing, and supplies. For more information, please visit: www.onlyinyourstate.com/wyoming/things-to-do-in-pinedale-wy.



COMMUNITY AMENITIES

Farson/Eden has a new K-12 school known for academic success and 6-man football. Go Pronghorns! There are three stores, two restaurants, post office, community center, a 4-day-a-week Eden Valley Telehealth Service, and a bar. Included in the taxes (no additional fees) are the transfer station for trash, a well-equipped volunteer fire department and ambulance service and a cemetery district.

Rock Springs, Wyoming, 30 minutes away, is the largest town in Sweetwater County and offers all the desirable amenities of a traditional, rural Wyoming town with its small-town friendliness and atmosphere. Green River, Wyoming is the county seat to the west of Rock Springs, separated by a few miles. Western Wyoming Community College, ranked 71st in the nation, is a public community college in Rock Springs, Wyoming offering certificates, associate degrees, and, in cooperation with the University of Wyoming in Laramie, Wyoming, bachelor degrees.

Rock Springs has two medical facilities at the Memorial Hospital of Sweetwater County and Aspen Mountain Medical Center, an excellent K-12 school system, farm and ranch supply stores, veterinary clinics, several banks and shopping facilities, churches, restaurants, an 18-hole municipal golf course, and an airport. For additional information regarding Rock Springs as well as the surrounding area, visit www.rockspringschamber.com

Major employers in the Rock Springs area include Sweetwater County School District, BNSF Railway, General Chemical Company, FMC, Bridger Coal, Pacific Corp, OCI, Solvay Minerals, Memorial Hospital, Simplot, Union Pacific Railroad, Black Butte Coal and many support businesses for these major companies.

Classic western scenery, fascinating wildlife, and interesting history make the area in and around Sweetwater County, home to families, history buffs, and nature lovers alike. This southwestern region of the state offers open prairies, winding rivers, sand dunes, and rocky canyons that make for scenic driving tours or road trips. Meanwhile, the miles-long Flaming Gorge Reservoir and the Fontenelle Reservoir are gorgeous playgrounds in every season. You will also find tons of interesting historical attractions in the area and plenty of other great activities.



AIRPORT INFORMATION

Southwest Wyoming Regional Airport is located in Rock Springs, Wyoming. United Express is the commercial airline with direct flights to Denver daily.

Sweetwater Aviation is a private air service, www.sweetwaterfbo.com

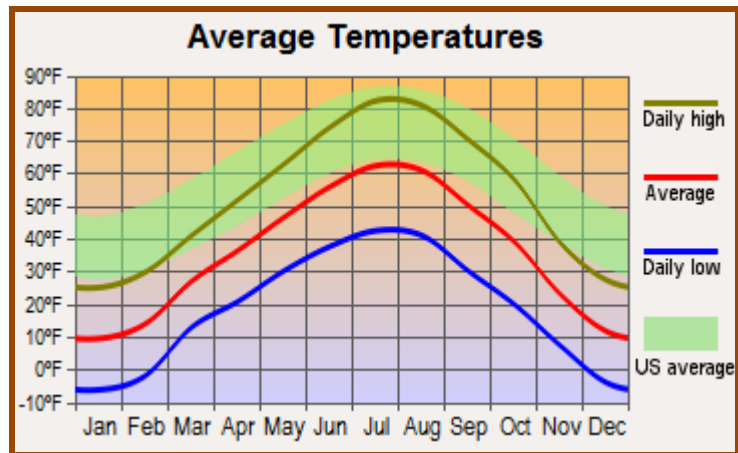
Commercial airline service is available at Rock Springs, Jackson and Salt Lake City, Utah. The following is information on each of these airports:

- **Jackson, Wyoming:** American Eagle, Delta Connections, and United Express serve year-round flights to Jackson and during the peak season these airlines have non stop service to 13 destinations through out the United States. www.jacksonholeairport.com
- **Salt Lake City, Utah:** Salt Lake City International Airport serves more than 26 million passengers a year and 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 Salt Lake City International Airport www.slairport.com



CLIMATE

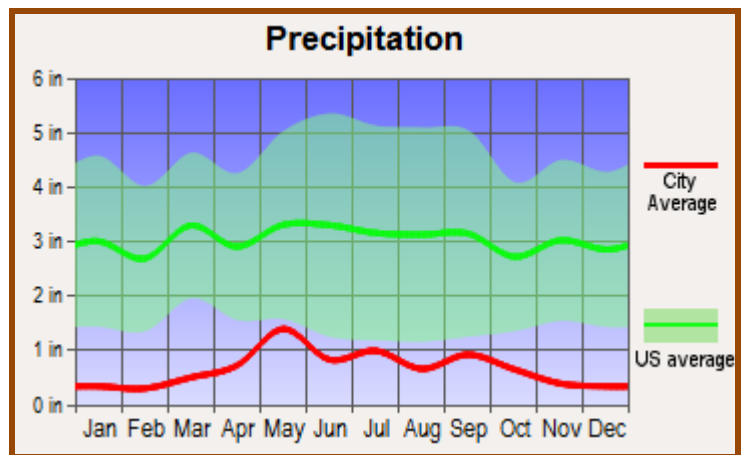
According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Farson, Wyoming area is approximately 9.3 inches including 70.7 inches of snow fall. The average high temperature in January is 8 degrees, while the low is -18 degrees. The average high temperature in July is 85 degrees, while the low is 50 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

\$975,000

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 \$25,000 (Twenty-Five 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.

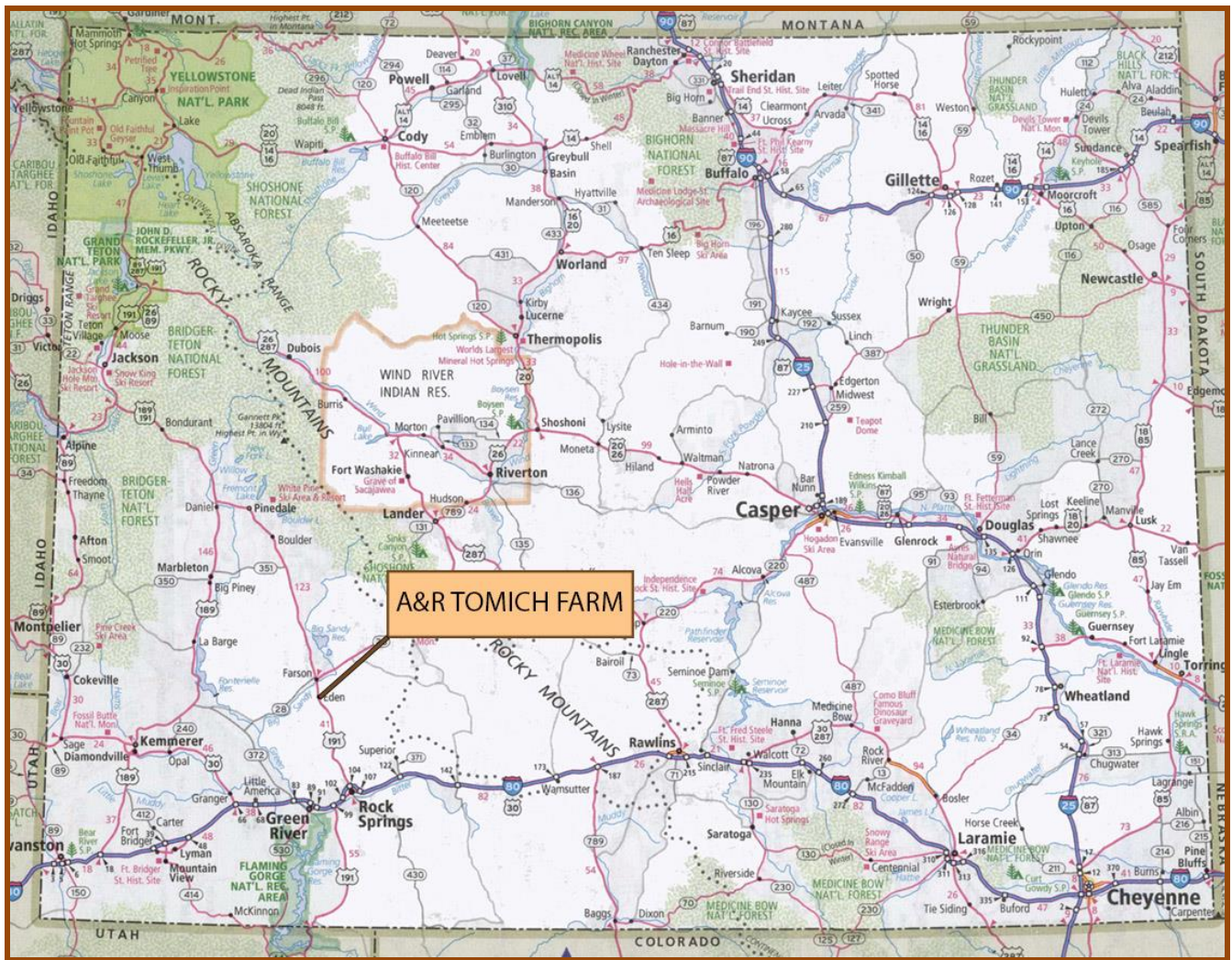
Boundaries shown on accompanying maps are approximate based on the legal description and may not indicate a survey. Maps are not to scale and are for visual aid only. Their accuracy is not guaranteed.



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.

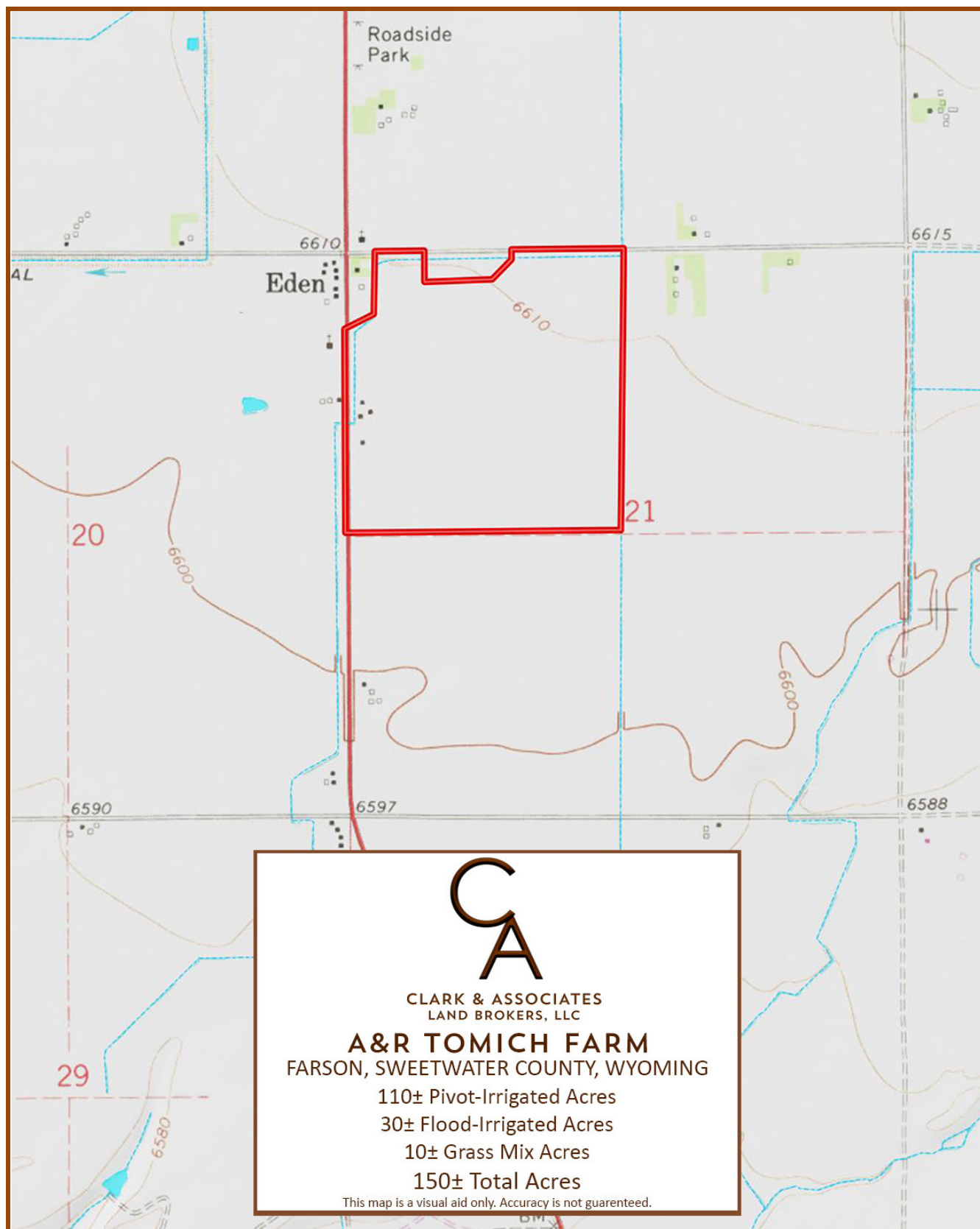
Notice to Buyers: Wyoming Real Estate Law requires that the listing Broker and all licensees with the listing Broker make a full disclosure, in all real estate transactions, of whom they are agents and represent in that transaction. All prospective buyers must read, review and sign a Real Estate Brokerage 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

A&R TOMICH FARM TOPO MAP



A&R TOMICH FARM ORTHO MAP



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



Jason Watts
Sales Associate,
REALTOR®

Mobile: (307) 620-0440

watts@clarklandbrokers.com

Licensed in WY

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

Cory G. Clark - Broker / Owner

(307) 351-9556 ~ clark@clarklandbrokers.com
Licensed in WY, MT, SD, ND, NE & CO

Buffalo, WY Office

879 Trabling Road
Buffalo, WY 82834

Mark McNamee - Associate Broker/Auctioneer/Owner

(307) 760-9510 ~ mcnamee@clarklandbrokers.com
Licensed in WY, MT, SD & NE

Billings/Miles City, MT Offices

6806 Alexander Road
Billings, MT 59105

Denver Gilbert - Associate Broker / Owner

(406) 697-3961 ~ denver@clarklandbrokers.com
Licensed in WY, MT, SD & ND

Belle Fourche, SD Office

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

Ronald L. Ensz - Associate Broker

(605) 210-0337 ~ ensz@rushmore.com
Licensed in SD, WY & MT

Torrington, WY Office

2210 Main St
Torrington, WY 82240

Logan Schlinz - Associate Broker

(307) 575-5236 ~ logan@clarklandbrokers.com
Licensed in CO, NE, SD & WY

Douglas, WY Office

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

Scott Leach - Associate Broker

(307) 331-9095 ~ scott@clarklandbrokers.com
Licensed in WY, CO, SD & NE

Wheatland, WY Office

4398 Palmer Canyon Road
Wheatland, WY 82201

Jon Keil – Associate Broker

(307) 331-2833 ~ jon@keil.land
Licensed in WY & CO

Greybull, WY Office

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

Ken Weekes – Sales Associate

(307) 272-1098 ~ kenweekes@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 be prohibited from disclosing information about the other party, which if known, could materially affect negotiations in the real estate transaction.

As Intermediary, the Broker will disclose all information to each party, but will not disclose the following information without your informed consent:

- the motivating factors for buying or selling the property;
- that you will agree to financing terms other than those offered, or
- any material information about you, unless disclosure is required by law or if lack of disclosure would constitute dishonest dealing or fraud.

Change From Agent to Intermediary – In – House Transaction

If a Buyer who has signed a Buyer Agency Agreement with the Broker wants to look at or submit an offer on property Broker has listed as an agent for the Seller, the Seller and the Buyer may consent in writing to allow Broker to change to an Intermediary (non-agency) relationship with both the Buyer and the Seller. Wyo. Stat. § 33-28-307.

An established relationship cannot be modified without the written consent of the Buyer or the Seller. The Buyer or Seller may, but are not required to, negotiate different commission fees as a condition to consenting to a change in relationship.

Designated Agent. (requires written designation by the brokerage firm and acknowledgement by the Buyer or Seller)

A designated agent means a licensee who is designated by a responsible broker to serve as an agent or intermediary for a Seller or Buyer in a real estate transaction. Wyo. Stat. § 33-28-301 (a)(x).

In order to facilitate a real estate transaction a Brokerage Firm may designate a licensee as your agent or intermediary. The Designated Agent will have the same duties to the Buyer and Seller as a Buyer's or Seller's Agent or Intermediary. The Broker or an appointed "transaction manager" will supervise the transaction and will not disclose to either party confidential information about the Buyer or Seller. The designation of agency may occur at the time the Buyer or Seller enters into an agency agreement with the Brokerage Firm or the designation of agency may occur later if an "in house" real estate transaction occurs. At that time, the Broker or "transaction manager" will immediately disclose to the Buyer and Seller that designated agency will occur.

Duties Owed by An Agent But Not Owed By An Intermediary.

WHEN ACTING AS THE AGENT FOR ONE PARTY (EITHER BUYER OR SELLER), BROKER HAS FIDUCIARY DUTIES OF UTMOST GOOD FAITH, LOYALTY, AND FIDELITY 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 OR 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 _____