

# Clark & Associates Land Brokers, LLC

Specializing in Farm, Ranch, Recreational & Auction Properties

*Proudly Presents*

## ***HUMPHREY FARM***

*Cheyenne, Laramie County, Wyoming*



*An efficient, beautiful, well-designed and maintained home with Quonset, barn and grain bins on approximately 6.23 acres.*

## LOCATION & ACCESS

The property is easily accessed from Exit 370 east of Cheyenne, Wyoming off of Interstate-80. From Exit 370, take Highway 30 (frontage road) east to County Road 135 (Meriden Blvd.); turn left; travel 0.3 miles north to County Road 212; turn left and travel 1 mile to the property which is located on the left.

Several towns and cities in close proximity to the property include:

Cheyenne, Wyoming (population 59,466)	11 miles west
Fort Collins Colorado (population 143,986)	56 miles south
Laramie, Wyoming (population 30,816)	60 miles west
Torrington, Wyoming (population 5,561)	97 miles north
Scottsbluff, Nebraska (population 14,732)	105 miles northeast
Denver, Colorado (population 600,158)	111 miles south
North Platte, Nebraska (population 24,733)	213 miles east
Lincoln, Nebraska (population 258,379)	436 miles east



## SIZE & DESCRIPTION

This 6.23± deeded acre property consists of a custom/owner-built 3,600± square foot home, a 40'x160' Quonset, a barn with runs, grain silos, and a modular home. It is a great property for someone interested in a hobby farm or who wants a few horses. There is the potential to lease the adjacent 90 acres, of which 60 acres is under a pivot irrigator. You can enjoy country living with all the amenities of town close by.

Potential revenue for the property stems from a modular home lot on the property that generates \$250 per month. There are also two large grain bins with electric fans which can be used or leased to neighboring farmers to dry harvested grains.



*Open kitchen with breakfast bar.*

## IMPROVEMENTS

The home consists of 3,600 square feet on two levels (main level and finished basement) and has the following areas: living room, family room, dining room, kitchen with breakfast bar, four bedrooms, three bathrooms, office, sunroom, sauna, and Jacuzzi. There is also an oversized, two car garage.

This property was all designed by a college agriculture teacher that has lived in Cheyenne most his life. The property is landscaped with big beautiful trees and a large, well protected yard that has a waterfall, windmill, and numerous other unique additions. You can tell by the yard how much the owners take pride in their property. The sunroom looks over this large relaxing yard so it can be enjoyed year-round.

The 40'X160' Quonset was built with thick concrete floors as it was originally designed for grain storage and the large doors are opened by an electric door opener. This building makes a great shop while providing plenty of storage area.

The barn has a large enclosed tack area with an enclosed stall along with automatic waterers. The rest of the barn is a large shed row with a 20 foot concrete runway which is perfect for any type of livestock.



*Custom/owner built home with beautiful rock fireplace.*

### UTILITIES

- Water - Private Well
- Sewer - Private Septic System
- Electricity - High West Energy
- Communications - CenturyLink

### REAL ESTATE TAXES

The real estate taxes for the Humphrey Farm are approximately \$1,494 per year.

### WATER RIGHTS

The property is serviced by a domestic well that is approximately 390 feet deep.

### MINERAL RIGHTS

The mineral rights shall be retained by seller. There is no oil exploration on the property currently.



*Beautifully landscaped yard with water fall, two sitting areas, windmill, water wheel, and wagon.*





*40' x 160' Quonset with a concrete floor. Used as a shop but constructed for grain storage.*





*Multiple use barn with tack room and concrete floor.*



## CLIMATE

The following Period of Record Monthly Climate is provided from the University of Nebraska's website at [www.hprcc.unl.edu](http://www.hprcc.unl.edu):

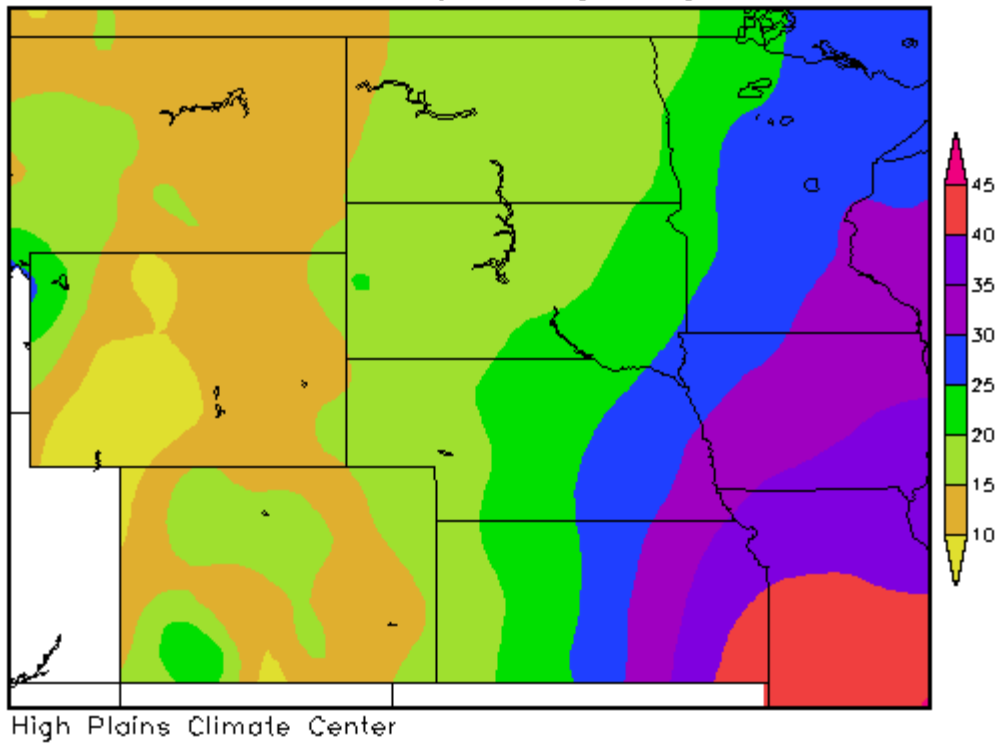
### CHEYENNE, WYOMING

Period of Record Monthly Climate Summary

Period of Record: 1/ 1/1915 to 12/31/2010

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Average Max. Temperature (F)	37.7	40.2	44.8	53.8	63.8	74.7	82.7	80.5	71.6	59.7	46.5	39.4	57.9
Average Min. Temperature (F)	15.6	17.6	21.9	29.8	39.2	48.1	54.6	53.1	43.9	33.7	23.7	17.7	33.2
Average Total Precipitation (in.)	0.43	0.51	1.06	1.76	2.40	2.06	2.02	1.65	1.27	0.92	0.61	0.47	15.17
Average Total Snowfall (in.)	5.9	7.0	11.3	9.8	3.0	0.2	0.0	0.0	0.6	4.0	7.2	6.8	55.7
Average Snow Depth (in.)	1	1	1	0	0	0	0	0	0	0	1	1	0

### Annual Precipitation (inches)



## SURROUNDING AREA

On July 4th, 1867 the first settlers pitched their tents in what is now known as Cheyenne. The first residents moved to the area to work on the Union Pacific Railroad. By 1869, soldiers from Fort D.A. Russell (which is now F.E. Warren Air Force Base) and Camp Carlin combined with the railroad gangs to make up the majority of Cheyenne's population. Today, Cheyenne is not only the state capitol of Wyoming, but is also the seat of Laramie County, the home of F.E. Warren Air Force Base,

and of Laramie County Community College, most recently named as the #1 digital savvy midsize community college in the nation.

Cheyenne is strategically located at the intersection of I-80 and I-25 as well as at the crossroads of the Union Pacific and BNSF railroads. This has made Cheyenne a major transportation hub and an important center of commerce both in the Rocky Mountain Region and nationally. Many consider Cheyenne to be the northern anchor city of the Front Range of the Rocky Mountains.

Cheyenne is also home to the world's largest outdoor rodeo and western celebration, Cheyenne Frontier Days. Held annually in the last full week in July, Frontier Days is a ten-day celebration of the western heritage that consists of professional rodeos, concerts, art shows, carnival, parades, and an air show.

Cheyenne accounts for approximately 53,000 of the 82,400 Laramie County residents. In addition to the jobs created by the State Of Wyoming, Laramie County, local government, and F.E. Warren Air Force Base, Cheyenne has also used its close proximity to the Colorado Front Range to create a thriving business environment. Now known as the Magic City of the Plains, Cheyenne still continues its strong ties to agriculture and its western roots. For more information on Cheyenne please visit [www.cheyenne.org](http://www.cheyenne.org).

### AIRPORT INFORMATION

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

**Cheyenne, Wyoming:** Great Lakes Airlines operates flights daily from Cheyenne to Denver International Airport. From there they fly to many cities throughout the west and the airline also has code shares with United Airlines and Frontier Airlines to connect you with flights around the world. American Express has a daily flight to/from Dallas/Ft.Worth and there are some charter services offered at certain times of the year. Cheyenne aeronautical information can be found at <http://www.cheyenneairport.com/pilotinfo.htm>.

**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 web site for Denver International Airport: <http://www.flydenver.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 10 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



### OFFERING PRICE

The offering price has been significantly reduced from \$500,000 to \$390,000.

The Sellers reserve the right to effectuate a tax-deferred real estate exchange pursuant to Section 1031 of the Internal Revenue Code and Treasury Regulations promulgated thereunder. A material part of the consideration to Seller is Buyer's promise of cooperation. Buyer shall not be required to incur any additional liability or expense in connection with 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 \$10,000 (Ten 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.

## WYOMING LOCATION MAP



Clark & Associates Land Brokers, LLC is pleased to have been selected as the Exclusive Agent for the Seller of this outstanding offering. All information has been obtained from sources deemed reliable by Clark & Associates Land Brokers, LLC; however, the accuracy of this information is not guaranteed or warranted by either Clark & Associates Land Brokers, LLC, or the Sellers, and prospective buyers are charged with making and are expected to conduct their own independent investigation of the information contained herein. This offering is subject to prior sale, price change, correction or withdrawal without notice.

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



*3,500 bushel grain storage bins with dryers on the floor.*

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



**Mark Kaufman**  
Sales Associate

Home: (308) 623-2323  
Mobile: (308) 641-0354

*mhkaufman@clarklandbrokers.com*

Licensed in WY & NE

**Clark & Associates Land Brokers, LLC**

Specializing in Farm, Ranch, Recreational & Auction Properties

**Lusk, WY Office**

736 South Main Street • PO Box 47  
Lusk, WY 82225  
Office: (307) 334-2025 Fax: (307) 334-0901

**Cory G. Clark**

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

**Hulett, WY Office**

16 Strawberry Hill Road • PO Box 159  
Hulett, WY 82720  
Office: (307) 467-5523 Fax: (307) 467-5581

**Mark McNamee**

Associate Broker / Auctioneer  
(307) 760-9510  
mcnamee@clarklandbrokers.com  
Licensed in WY, NE, SD & CO

**Billings, MT Office**

6806 Alexander Road  
Billings, MT 59105  
Office: (406) 697-3961 Fax: (406) 252-0044

**Denver Gilbert**

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

**Buffalo, WY Office**

37 North Main Street  
Buffalo, WY 82834  
Office: (307) 684-2125 Fax: (307) 684-4545

**John Gibbs**

Associate Broker  
(307) 620-2125  
johngibbs@wyoming.com  
Licensed in WY

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## 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 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 \_\_\_\_\_