

# CLARK & ASSOCIATES LAND BROKERS, LLC

Specializing in Farm, Ranch, Recreational & Auction Properties

**Proudly Presents** 



## 4530 McKENNA ROAD

Torrington, Goshen County, Wyoming

Located minutes from Torrington, Wyoming, on 6.8± deeded acres sits this magnificent home, consisting of over 6,600 sq. ft. of living space surrounded by mature landscaping.

#### LOCATION & ACCESS

Located just minutes west of Torrington, Wyoming 4530 McKenna Road is easily accessed approximately one-half a mile south of US HWY 85, off County Road 93.

Several towns and cities in proximity to the property include:

•	Torrington, Wyoming (population 6,119)	2 miles east
•	Scottsbluff, Nebraska (population 14,785)	32 miles east
•	Cheyenne, Wyoming (population 56,915)	84 miles south
•	Fort Collins, Colorado (population 138,736)	128 miles south
•	Denver, Colorado (population 701,621)	180 miles south

## PROPERTY SUMMARY

## 6.8± deeded acres Over 6,000 sq. ft. of living space

Located within walking distance of the Torrington Municipal Golf course and the North Platte River is the property at 4530 McKenna Road. This stunning 4 bedroom, 4 bathroom home was built in 2016 with 6,600 ft of living space. Exterior features to the property start at the property line with the paved driveway that leads to the oversized three-car garage, 140 trees that surround the property on three sides, all with their own irrigation system, and the fenced back yard with an underground sprinkler system. A courtyard features a waterfall, a firepit and a grill that are powered by natural gas. The attention to detail and pride of ownership are evident throughout the property, with intrigant details and upgrades too numerous to list.



4530 McKenna Road Page 2

## REAL ESTATE TAXES

The real estate taxes on the property at 4530 McKenna Road are estimated at \$7,819. Please contact the Goshen County Accessor at (307) 532-2349.

### **IMPROVEMENTS**

The residence features over 6,600 sq. ft. of total finished living space over three floors with 4,656 sq. ft on the main level. The home was constructed in 2016. Exterior walls are constructed from 2x6's with double insulation with spray foam and bat insulation. All doors and windows are Pella for excellent weather resistance.



The main level of the home is an expansive, open-floor concept with 4,656 sq. ft. of living space with 20 ft. ceilings. A grand stone-lined fireplace accentuates the space and highlights the open concept with a dining room, sitting room, large great room and private office. Throughout the main level, custom hardwood flooring and interior doors constructed of custom hardwood can be found.

The kitchen has all the finest fixtures including granite counter tops, sourced locally from Bald Butte Quarry in Goshen County, Wyoming. Additional features in the kitchen include hickory cabinets, stainless steel appliances, and a built-in bar with additional counter space. The laundry room is adjacent to the kitchen.





The primary bedroom is also located on the main floor and includes a large bedroom area with a bay window and two walk-in closets. The en-suite bathroom includes a jet tub, sauna, walk inshower and ample counter space with double sink.

The upper level can be accessed from either end of the house and has two bedrooms, a full bathroom with jet tub, walk-in shower and laundry chute. A living area overlooks the main floor and currently houses a 1900's vintage pool table.

The basement level has another full bathroom along with the 4<sup>th</sup> bedroom with egress window. The basement also features a large walk-in fireproof vault with combination vault door, a large area for movie watching and additional rooms that can serve a variety of needs such as a workout area, office or plenty of additional storage. The two mechanical rooms that service the home are also located in the basement.



The residence is fully equipped with dual natural gas furnaces and AC units as well as two ondemand natural gas hot water heaters, a Culligan water softener, radon reduction system and multi-camera security and alarm system. Two private wells provide an abundance of excellent quality water to the home and landscaping. A three-car oversized garage has additional room for golf carts or motorcycles. The exterior of the home is as impressive as the interior. Over 140 trees surround the home on three sides, each with their own irrigation system. A large, fenced patio area features both lawn and cement areas and is enhanced with an 8 ft. privacy wall. A courtyard is fully fitted with a natural gas grill and firepit, plus a waterfall and additional water feature with spinning granite ball. The courtyard is also wheelchair accessible, with easy access from the house.

Additional enhancements to the property include a paved driveway, starting at the property line with a large paved parking lot. A fenced horse pasture includes automatic watering for livestock.

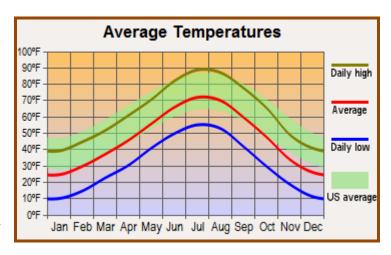


## <u>UTILITIES</u>

Electricity – \*pending\*
Propane – \*pending\*
Communications – cell service is available
Water – Two private wells
Sewer – private septic

#### **CLIMATE**

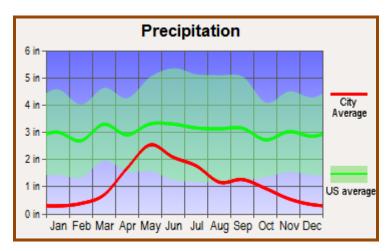
According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Torrington, Wyoming area is approximately 17.1 inches including 31.2 inches of snow fall. The average high temperature in January is 42 degrees, while the low is 16 degrees. The average high temperature in July is 91 degrees, while the low is 59 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 1890. state in The state's population is 563,626, and provides a variety of opportunities and advantages persons for 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.





#### **COMMUNITY AMENITIES**

Torrington, Wyoming is the county seat of Goshen County and was founded and named by W.G. Curtis after his hometown of Torrington, Connecticut. It was originally a water and coal station for the Chicago, Burlington & Quincy Railroad before being officially incorporated in 1908. Torrington offers medical facilities, a K-12 school system, Eastern Wyoming Community College, theater, restaurants, several banks and retail stores, golf course, two sale barns, and farm and implement dealerships. Torrington Livestock Market is Wyoming's largest livestock market. They offer cattle for sale daily by several marketing options: live cattle auctions, video cattle auctions, and private treaty. The auction calendar can be accessed at www.torringtonlivestock.com.

Public education in the city of Torrington is provided by Goshen County School District #1. Zoned campuses include Lincoln Elementary School (grades K-2), Trail Elementary School (grades 3-5), Torrington Middle School (grades 6-8), and Torrington High School (grades 912). Higher education is available at Eastern Wyoming College in Torrington, or at Western Nebraska College in Scottsbluff, Nebraska which is approximately 30 miles east of Torrington. Two four-year universities are within 150 miles: Chadron State College in Chadron, Nebraska and the University of Wyoming located in Laramie, Wyoming.

Major employers in the Torrington area include Goshen County School District #1, Torrington Livestock Market, BNSF Railway, Torrington Community Hospital, and the Army National Guard.

Scottsbluff, Nebraska offers medical facilities at the Regional West Medical Center, a good school system, Western Nebraska Community College, theaters, restaurants, several banks and retail stores, shopping, a golf course, and the Western Nebraska Regional Airport, a commercial airport. For additional information regarding Scottsbluff as well as the surrounding area, visit www.visitscottsbluff.com.



4530 McKenna Road Page 9

#### AIRPORT INFORMATION

The Torrington Municipal Airport, elevation 4,250 feet above sea level, is located two miles east of Torrington and offers the following services:

- Aviation fuel: 100LL Avgas and Jet A (full service)
- Aircraft parking (ramp or tie down)
- Hangars
- Flight training

- Aircraft rental
- Aircraft maintenance
- Pilot supplies
- Courtesy transportation to pilots

Runway information for the Torrington Municipal Airport:

Runway 2 right traffic pattern

Runway 02/20: 3001x 60 feet Asphalt Surface Runway 10/28: 5703 x 75 feet Asphalt Surface

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

Scottsbluff, Nebraska: Great Lakes Airlines provides flights to and from Denver, Colorado from the Western Nebraska Regional Airport. Valley Airways, fixed base operator for the airport, provides charter flights, in-transit charter refueling, airplane maintenance and repair and flight training. For more information, please visit http://www.flyscottsbluff.com. Complete aeronautical information for the Western Nebraska Regional Airport can be found at: www.airnav.com/airport/KBFF.

**Cheyenne, Wyoming:** Great Lakes Airlines operates flights daily from Cheyenne to Denver International Airport. The airline currently has code share agreements with United and Frontier Airlines to connect you with flights around the world. Cheyenne aeronautical information can be found at www.cheyenneairport.com.

**Denver, Colorado:** Denver International Airport is open 24-hours-a-day, seven days a week and is served by most major airlines and select charters, providing nonstop daily service to more than 170 national and international destinations. For more information, visit the official web site for Denver International Airport at <a href="https://www.flydenver.com">www.flydenver.com</a>.



#### **RECREATION & WILDLIFE**

Glendo State Park is one of southern Wyoming's most popular boating parks, offering visitors waterskiing, fishing, sailing, and other water-based activities. Guernsey State Park has one of Wyoming's most attractive reservoirs. Bluffs located on the east side of the park block the wind from the park area and leave the waters warm and inviting for swimmers and water skiers. The park also offers boating, camping, fishing, hiking, bird watching and picnicking.

The Oregon Trail Ruts State Historic Site, just north of Wheatland, is one of the most visible remnants of the Oregon Trail, with tracks cut into solid rock. At the Register Cliff State Historic Site, one can see where emigrants who camped along the banks of the North Platte River etched their names into the soft sandstone cliff.

Hunting, hiking, camping, and four-wheeling trips can be found in the Laramie Mountains to the west.

Laramie Peak, is the highest point in the Laramie Mountains with an elevation of 10,272 feet. The peak offers a steep 4.8-mile trail to the top that is open to ATVs, horses, and hikers.



#### **OFFERING PRICE**

## \$1,200,000

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 \$40,000 (Forty 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.

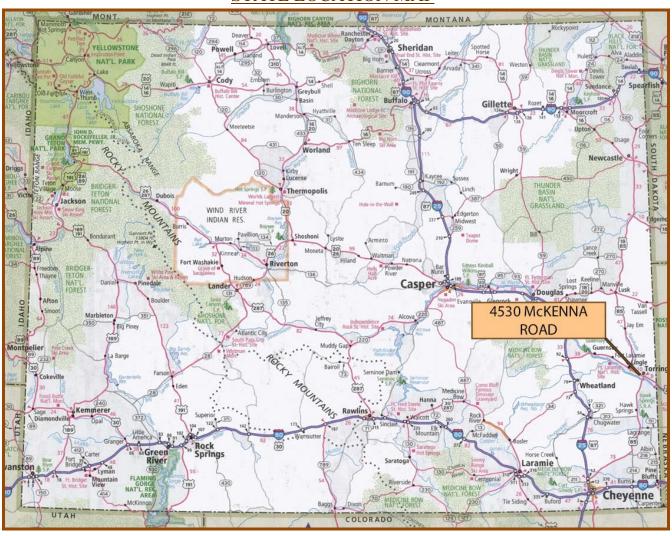
Boundaries shown on accompanying maps are approximate based on the legal description and may not indicate a survey. Maps are not to scale and are for visual aid only. Their accuracy is not guaranteed.



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**

## 4530 McKENNA ROAD TOPO MAP



## 4530 McKENNA ROAD ORTHO MAP



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



Michael Schmitt
Sales Associate, REALTOR®
Cell: (307) 532-1776
michael@maddenbrothers.com
Licensed in WY



Michael McNamee
Associate Broker, REALTOR®
Cell: 307-534-5156
Mcnameeauction@gmail.com
Licensed in WY & NE



Cory Clark
Broker, REALTOR®
Mobile: (307) 351-9556
clark@clarklandbrokers.com
Licensed in WY, MT, CO, NE, ND
& SD

## 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

#### Cheyenne, WY Office

2092 Road 220 Cheyenne, WY 82009

#### Billings/Miles City, MT Offices

6806 Alexander Road Billings, MT 59105

#### Belle Fourche, SD Office

907 Ziebach Street, Lot 804 • PO Box 307 Belle Fourche, SD 57717

#### **Torrington, WY Office**

6465 CR 39 Torrington, WY 82240

#### Wheatland, WY Office

4398 Palmer Canyon Road Wheatland, WY 82201

#### **Dayton, WY Office**

157 Tongue Canyon Road • PO Box 358 Dayton, WY 82836

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

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

#### Mark McNamee - Associate Broker/Auctioneer/Owner

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

#### Denver Gilbert - Associate Broker / Owner

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

#### Ronald L. Ensz - Associate Broker

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

#### Michael McNamee - Associate Broker

(307) 534-5156 ~ mcnameeauction@gmail.com Licensed in WY & NE

#### Jon Keil – Associate Broker

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

#### Matt Johnson – Associate Broker

(307) 751-4951 ~ matt@clarklandbrokers.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.

#### **<u>Customer.</u>** (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.

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. , 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 \_\_\_\_\_ TIME \_\_\_\_\_ TIME \_\_\_\_