

Malad Irrigated Farm

2,156 acres in Malad City, Idaho (Oneida County)



SALE PACKAGE CONTACTS

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Notice: This information is believed to be accurate, but no warranty is expressed or implied. Highland Commercial insists that interested parties conduct their own research and investigations. The property is offered subject to correction, prior sale, price change, and withdrawal without notice. No obligations will be created unless a purchase contract is signed by both buyer and seller. We welcome the cooperation of participating brokers; please contact us for our commission-sharing policies. All images and materials are copyright protected and are the property of Highland Commercial.



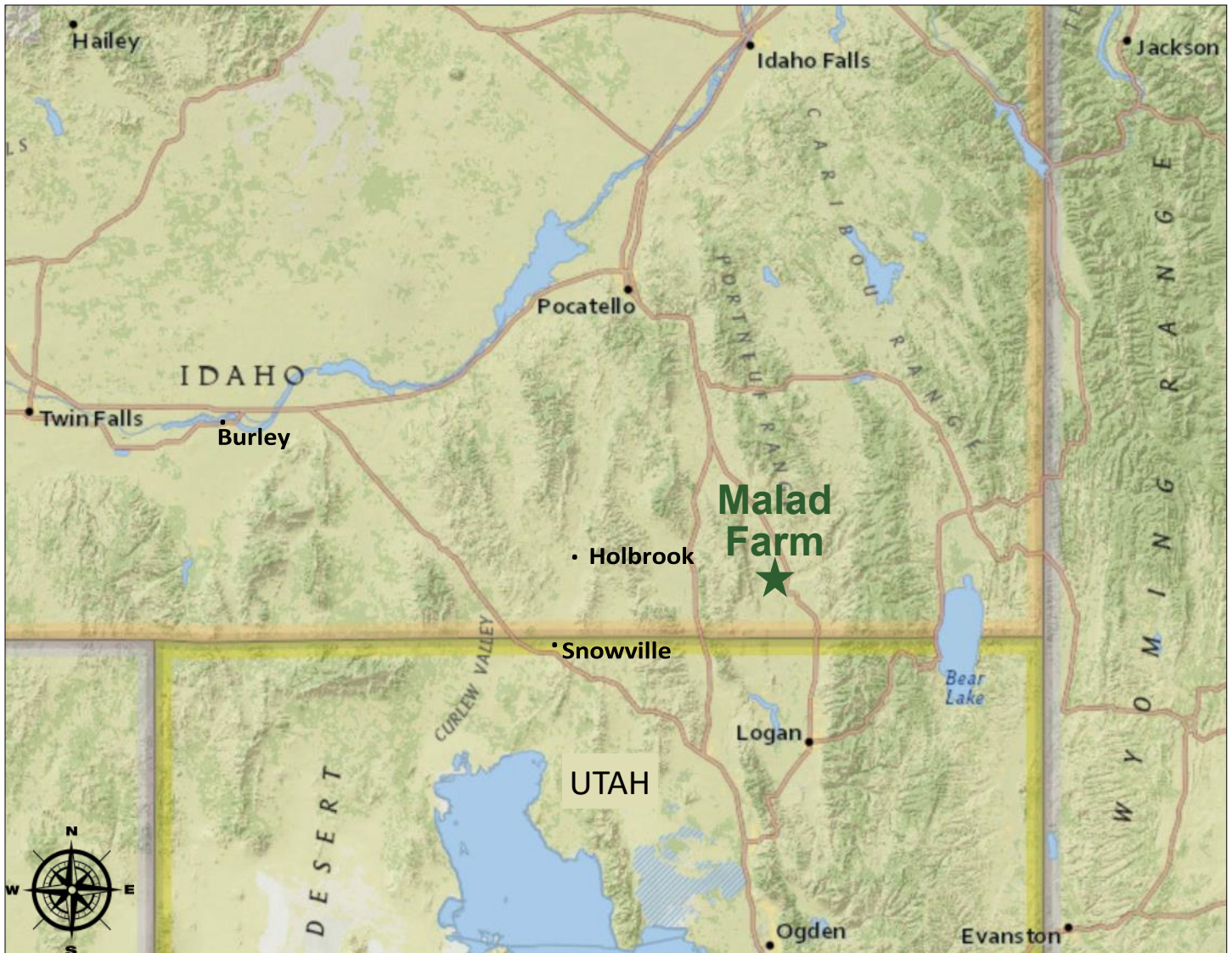
EXECUTIVE SUMMARY

- Irrigated farm located near Malad City, Idaho (Oneida County)
- 2,156 deeded acres
- Ground water rights/surface water shares to irrigate 1,238.10 acres with 3.5 acre feet from five wells and one canal/pipe
- Located in a prime farming location; farms are currently in corn, and cereal crops; crops in this valley include corn, hay, canola, grains, and potatoes
- Large shop and covered stalls for farm equipment
- The irrigation system includes wells, generators and Valley, Zimmatic, and T-L pivots.
- Three different farms for sale: The T bar T Farm, The Ranch Farm, and the Boyd Farm
- Two leases that expire in 2023 with \$166,668 annual rent

TERMS OF SALE

List Price: \$5,600,000





FARM LOCATION

- The Malad Irrigated Farm is located in southern Idaho near Malad City. (Oneida County)
- Driving distances:
 - Snowville, Utah: 39 miles
 - Preston, Idaho: 36 miles
 - Tremonton, Utah: 36 miles
 - Pocatello, Idaho: 56 miles
 - Idaho Falls, Idaho: 106 miles
 - Salt Lake City, Utah: 108 miles
 - Burley, Idaho: 116 miles
 - Twin Falls, Idaho: 150 miles





LEASES

- There are two leases for the three properties with local operators that run through the 2023 season. Total annual rent is \$166,668.





FARMING/SOIL

- The farm has water rights to irrigate 1,238.10 acres. In addition to the irrigated land, much of the property has been in dry farm production, growing wheat and barley
- Irrigated acres in this valley grow a variety of crops including corn, hay, grass, grains and potatoes





WATER RIGHTS

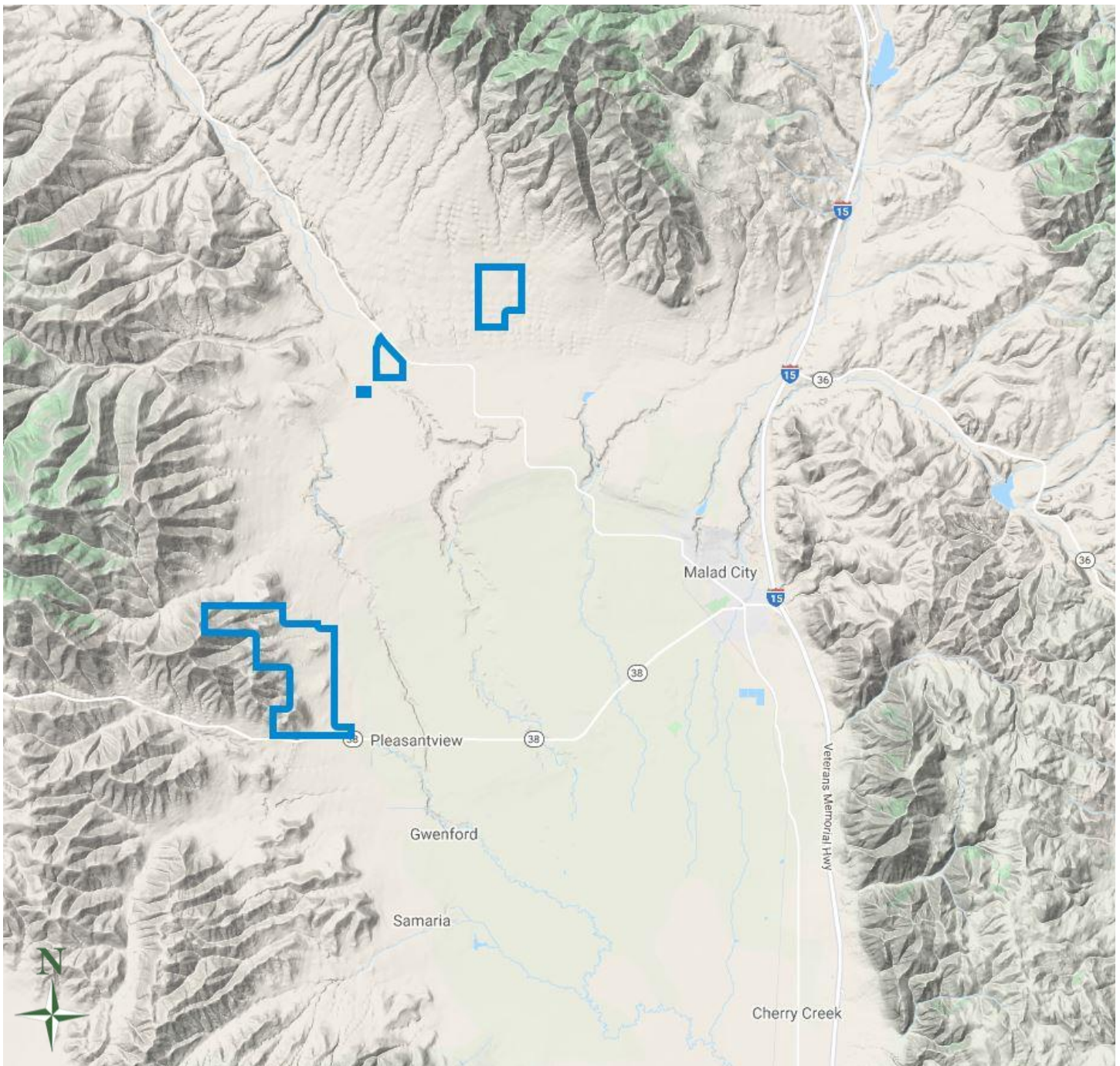
- There are five groundwater rights that provide for 1,238.10 irrigated acres, based on a duty of 3.5 acre feet:
 - 15-7192
 - 15-7193
 - 15-7215
 - 15-7237
 - 15-7408
- There are two surface water shares on the Ranch Farm delivered by the St. John Irrigating Company
- See attached water right printouts
- More information can be obtained from the Idaho Department of Water Resources: 208-525-7161





IMPROVEMENTS

- The property includes a large 95x40 equipment shop
- The shop and covered stalls were originally built as cattle corrals and were re-purposed to a repair shop for farming equipment

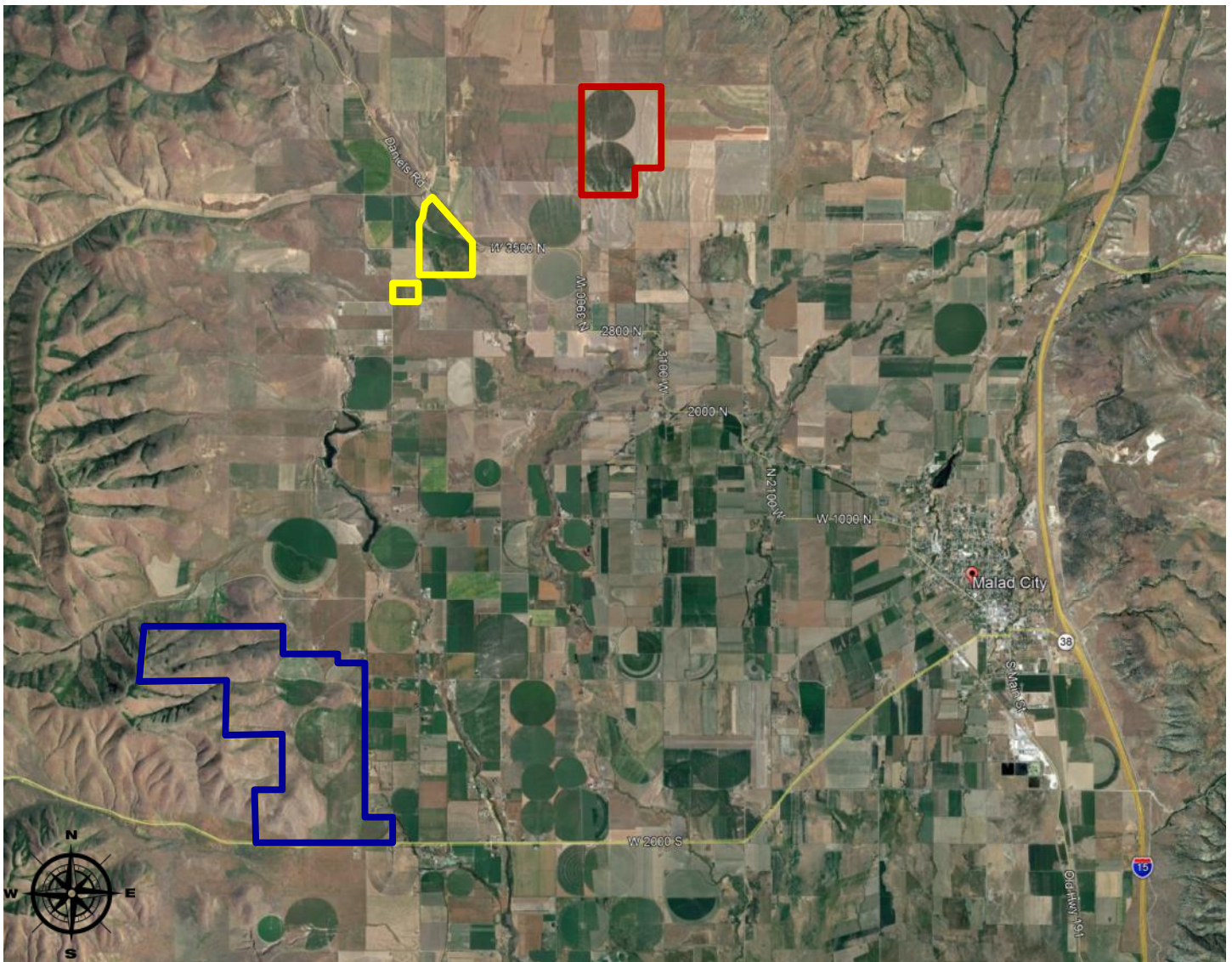


Boundaries and irrigations systems on this map are believed to be accurate but are not guaranteed. Buyer to verify.

CLIMATE / AREA INFORMATION




- Elevation on the property ranges from approximately 4,570 to 6,170 feet
- Annual rainfall averages around 15 inches
- Oneida County, Idaho, has a population of approximately 4,286





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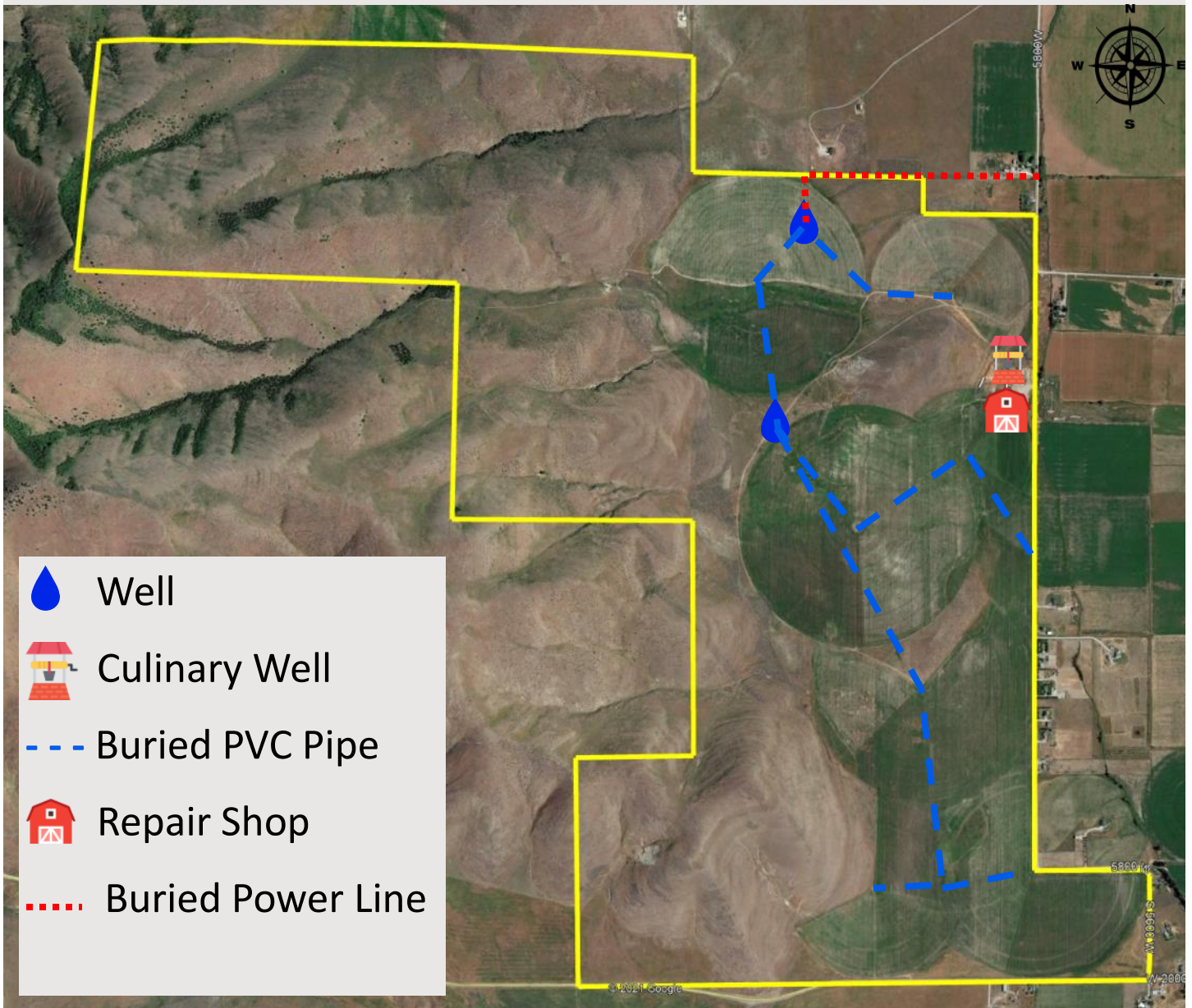
AERIAL & ACREAGE

	T bar T Farm: 1,485 Total Acres; 570 Irrigated Acres
	Ranch Farm: 191 Total Acres; 160 Irrigated Acres
	Boyd Farm: 480 Total Acres; 250 Irrigated Acres

TOTAL: 2,156 Acres; 980 Irrigated Acres



T Bar T Farm



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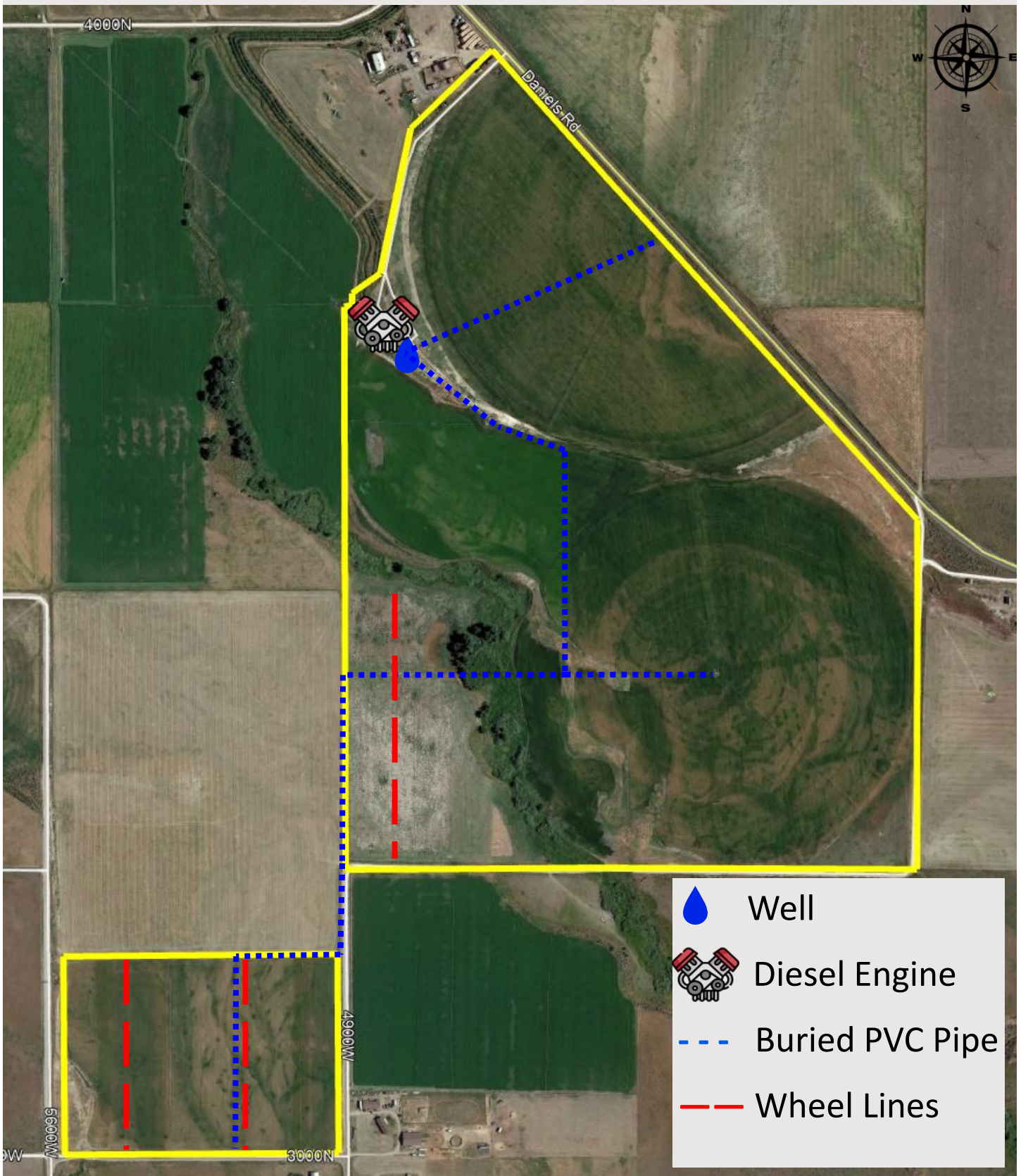
The T Bar T Farm (cont.)



SUMMARY

- Currently planted in grain corn
- Two pumps with variable frequency drive
- Buried PVC mainlines that connect both wells
- Eight center-anchored Zimmatic pivots (2012 & 2013)
- Water Rights
 - 15-7192; Priority Date: 12/18/2000
 - 15-7408; Priority Date: 12/18/2000
 - 15-7237; Priority Date: 12/06/2002
 - Two wells; 150 HP pump, 400 HP motor powered through Rocky Mountain Power

The Ranch Farm



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The Ranch Farm (cont.)



SUMMARY

- Currently planted in cereal crops, previous owner grew corn and potatoes
- Buried PVC mainlines that connect both wells
- Three center-anchored Valley pivots (2002, 2011, 2011)
- Three wheel lines
- 2 Surface Water Shares through St John Irrigating Company
- Water Right
 - 15-7215
 - Priority Date 10/12/2001
 - One Well; 200 HP pump w/ diesel generator



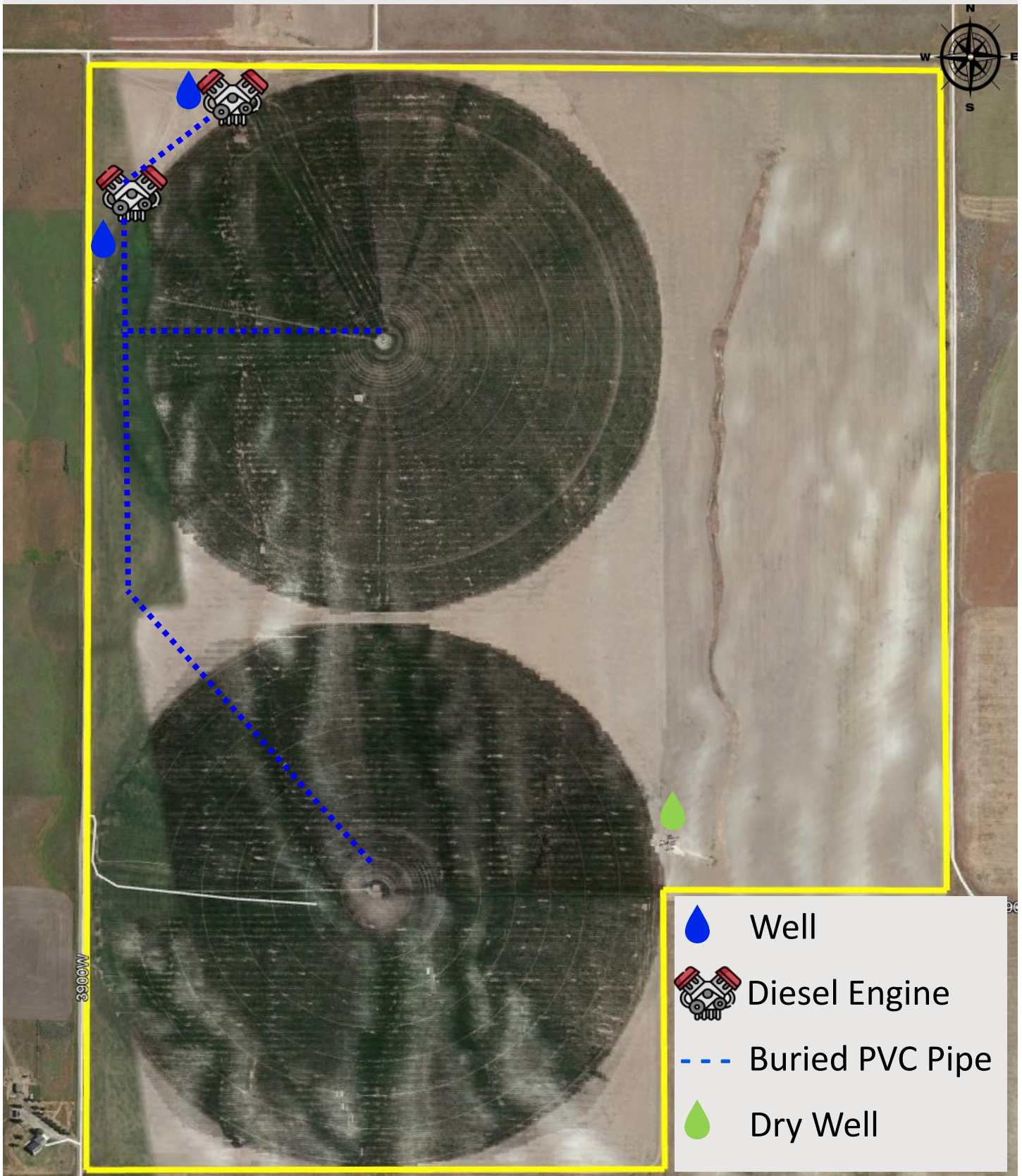
2733 E PARLEYS WAY, SUITE 208

SALT LAKE CITY, UT 84109

801-487-6100

WWW.HIGHLANDRANCHES.COM

The Boyd Farm



Boundaries and irrigations systems on this map are believed to be accurate but are not guaranteed. Buyer to verify.

The Boyd Farm (cont.)



SUMMARY

- Currently planted in cereal crops, previous owner grew corn
- Two diesel-powered generators with variable frequency drives
- Buried PVC pipes that connect both wells
- Two center-anchored Valley and T-L pivots (2001 & 2013)
- Water Right
 - 15-7193
 - Priority Date 12/18/2000
 - Three wells, two in use; Two pumps: 300 and 250 hp
- Well Issues
 - The two wells currently don't produce enough water to run both pivots simultaneously. It has been contemplated that either moving the wells or drilling deeper could solve the issue.

PARCELS/PROPERTY TAXES

Tax Parcel Number:	Acres:	2020 Taxes
RP-0229500 A	160	\$ 398.16
RP-0229800 A	280	\$ 856.78
RP-0231201 A	75	\$ 361.62
RP-0231600 A	133	\$ 607.88
RP-0247901 A	108	\$ 1,003.52
RP-0249300 A	320	\$ 506.28
RP-0249501 A	180	\$ 279.00
RP-0249502 A	60	\$ 20.08
RP-0249803 A	120	\$ 41.18
RP-0249805 A	120	\$ 45.44
RP-0250500 A	400	\$ 705.10
RP-0250600 A	80	\$ 404.64
RP-0250601 A	40	\$ 147.78
RP-0250602 A	80	\$ 430.36
TOTAL:	2,156	

INFORMATION

For more information, please contact us:

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Agency Disclosure Brochure

A Consumer Guide to Understanding Agency Relationships in Real Estate Transactions



Duties owed to Idaho consumers by a real estate brokerage and its licensees are defined in the "Idaho Real Estate Brokerage Representation Act." Idaho Code 54-2082 through 54-2097.

This informational brochure is published by the Idaho Real Estate Commission.



Effective July 1, 2019

"Agency" is a term used in Idaho law that describes the relationships between a licensee and some parties to a real estate transaction.

Right Now You Are a Customer

Idaho law says a real estate brokerage and its licensees owe the following "Customer" duties to all consumers in real estate transactions:

- Perform necessary and customary acts to assist you in the purchase or sale of real estate;
- Perform these acts with honesty, good faith, reasonable skill and care;
- Properly account for money or property you place in the care and responsibility of the brokerage; and
- Disclose "adverse material facts" which the licensee knows or reasonably should have known. These are facts that would significantly affect the desirability or value of the property to a reasonable person, or facts establishing a reasonable belief that one of the parties cannot, or does not intend to, complete obligations under the contract.

If you are a Customer, a real estate licensee is not required to promote your best interests or keep your bargaining information confidential. If you use the services of a licensee and brokerage without a written Representation (Agency) Agreement, you will remain a Customer throughout the transaction.

A Compensation Agreement is a written contract that requires you to pay a fee for a specific service provided by a brokerage, and it is not the same as a Representation Agreement. If you sign a Compensation Agreement, you are still a Customer, but the brokerage and its licensees owe one additional duty:

- Be available to receive and present written offers and counter-offers to you or from you.

You May Become a Client

If you want a licensee and brokerage to promote your best interests in a transaction, you can become a "Client" by signing a Buyer or Seller Representation (Agency) Agreement. A brokerage and its licensees will owe you the following Client duties, which are greater than the duties owed to a Customer:

- Perform the terms of the written agreement;
- Exercise reasonable skill and care;
- Promote your best interests in good faith, honesty, and fair dealing;
- Maintain the confidentiality of your information, including bargaining information, even after the representation has ended;
- Properly account for money or property you place in the care and responsibility of the brokerage;
- Find a property for you or a buyer for your property, and assist you in negotiating an acceptable price and other terms and conditions for the transaction;
- Disclose all "adverse material facts" which the licensee knows or reasonably should have known, as defined above; and
- Be available to receive and present written offers and counter-offers to you or from you.

The above Customer or Client duties are required by law, and a licensee cannot agree with you to modify or eliminate any of them.

If you have any questions about the information in this brochure, contact:
Idaho Real Estate Commission
(208) 334-3285
irec.idaho.gov

Agency Representation (Single Agency)

Under "Agency Representation" (sometimes referred to as "Single Agency"), you are a Client and the licensee is your

Agent who represents you, and only you, in your real estate transaction. The entire brokerage is obligated to promote your best interests. No licensee in the brokerage is allowed to represent the other party to the transaction.

If you are a seller, your Agent will seek a buyer to purchase your property at a price and under terms and conditions acceptable to you, and assist with your negotiations. If you request it in writing, your Agent will seek reasonable proof of a prospective purchaser's financial ability to complete your transaction.

If you are a buyer, your Agent will seek a property for you to purchase at an acceptable price and terms, and assist with your negotiations. Your Agent will also advise you to consult with appropriate professionals, such as inspectors, attorneys, and tax advisors. If disclosed to all parties in writing, a brokerage may also represent other buyers who wish to make offers on the same property you are interested in purchasing.

Limited Dual Agency

"Limited Dual Agency" means the brokerage and its licensees represent both the buyer and the seller as Clients in the same transaction. The brokerage must have both the

buyer's and seller's consent to represent both parties under Limited Dual Agency. You might choose Limited Dual Agency because you want to purchase a property listed by the same brokerage, or because the same brokerage knows of a buyer for your property. There are two kinds of Limited Dual Agency:

Without Assigned Agents The brokerage and its licensees are Agents for both Clients equally and cannot advocate on behalf of one client over the other. None of the licensees at the brokerage can disclose confidential client information about either Client. The brokerage must otherwise promote the non-conflicting interests of both Clients, perform the terms of the Buyer and Seller Representation Agreements with skill and care, and other duties required by law.

With Assigned Agents The Designated Broker may assign individual licensees within the brokerage ("Assigned Agents") to act solely on behalf of each Client. An assigned Agent has a duty to promote the Client's best interests, even if your interests conflict with the interests of the other Client, including negotiating a price. An Assigned Agent must maintain the Client's confidential information. The Designated Broker is always a Limited Dual Agent for both Clients and ensures the Assigned Agents fulfill their duties to their respective clients.

What to Look For in Any Written Agreement with a Brokerage

A Buyer or Seller Representation Agreement or Compensation Agreement should answer these questions:

- When will this agreement expire?
- What happens to this agreement when a transaction is completed?
- Can I work with other brokerages during the time of my agreement?
- Can I cancel this agreement, and if so, how?
- How will the brokerage get paid?
- What happens if I buy or sell on my own?
- Under an Agency Representation Agreement am I willing to allow the brokerage to represent both the other party and me in a real estate transaction?

Real Estate Licensees Are Not Inspectors

Unless you and a licensee agree in writing, a brokerage and its licensees are not required to conduct an independent inspection of a property or verify the accuracy or completeness of any statements or representations made regarding a property. To learn about the condition of a property, you should obtain the advice of an appropriate professional, such as a home inspector, engineer or surveyor.

Audio/Video Surveillance

Use caution when discussing *anything* while viewing a property; audio or video surveillance equipment could be in use on listed properties.

If you sign a Representation Agreement or Compensation Agreement with a licensee, the contract is actually between you and the licensee's brokerage. The Designated Broker is the only person authorized to modify or cancel a brokerage contract.

The licensee who gave you this brochure is licensed with:

Name of Brokerage: Highland Commercial, Inc. **Phone:** 801-487-6100

RECEIPT ACKNOWLEDGED

Rev 07/01/19

By signing below, you acknowledge only that a licensee gave you a copy of this Agency Disclosure Brochure.
This document is not a contract, and signing it does not obligate you to anything.

Signature _____ Date _____

Signature _____ Date _____