



**CLARK & ASSOCIATES
LAND BROKERS, LLC**

Specializing in Farm, Ranch, Recreational & Auction Properties

Proudly Presents



GOSHEN COUNTY PIVOT

Jay Em, Goshen County, Wyoming

The Goshen County Pivot is a productive 204.09± deeded acre farm with a 188 acre low-pressure Zimmatic 9-tower center pivot.

LOCATION & ACCESS

The Goshen County Pivot is located approximately 12 miles northeast of Jay Em, Wyoming, or approximately 28 miles southeast of Lusk, Wyoming or 35 miles north of Torrington, Wyoming. The farm is easily accessed by traveling south from Lusk on US Highway 85 for approximately 16 miles; turn left on to County Road 136, and travel east approximately eight and a half miles to CR 47; turn right and travel south 3.3 miles to CR 130; turn right and travel approximately half of a mile; then you are at the south end of the pivot.

The following are several towns and cities that are in close proximity to and easily accessible from the ranch:

Lusk, Wyoming (population 1,567)	28 miles northwest
Torrington, Wyoming (population 6,701)	35 miles south
Scottsbluff, Nebraska (population 14,841)	67 miles southeast
Cheyenne, Wyoming (population 63,951)	119 miles northeast
Casper, Wyoming (population 57,461)	135 miles west
Denver, CO (population 701,621)	217 miles south



LEASE INFORMATION

The Goshen County Pivot currently has a year-to-year lease associated with it. Please contact listing broker regarding the terms and conditions of said lease which will also be provided to prospective buyers to review during the inspection period.

SIZE & DESCRIPTION

The Goshen County Pivot is 204.09± deeded acres. The elevation of the pivot varies between 4,800 and 4,875 above sea level. Soils on the pivot consist of primarily loamy soil which produces excellent species of hardy grasses including native gramma grasses, buffalo grass, black root and sand grasses as well as western wheat grasses. These soils are predominantly sandier, and are more like the sand hills as opposed to gumbo type soils.

OPERATIONS

The Goshen County Pivot consists of 204.09± deeded acres which is perimeter fenced with five strands of barb wire. A low pressure, nine tower 1998 Zimmatic pivot irrigates 188± acres with the balance being dryland grass.

The pivot currently has newly seeded alfalfa hay growing on it. In the past, it has been planted in corn or alfalfa.

The Goshen County Pivot has historically produced 210 bushel of corn per acre, along with five to six tons of alfalfa per acre, when in alfalfa. The owner has historically taken three cuttings of hay per farming season.



MINERAL RIGHTS

All mineral rights presently owned by the Seller, if any, will be transferred to Buyer at day of closing. There is no oil, gas or other mineral production on the ranch.

REAL ESTATE TAXES

The annual real estate taxes on the Goshen County Pivot will be determined by the Goshen County Assessor who has estimated the real estate taxes to be approximately \$1,733 per year.

UTILITIES & COSTS

Wyrulec of Goshen County provides electricity to operate the pivot. There is a power line going north-south along the western boundary line with an underground electric line that comes off the power line to the pivot to operate it during the irrigation season.

Historically, the electric bill varies between \$2,500 and \$4,000 per month. However, the annual cost to operate the pivot from May through October varies depending amount of water used to irrigate the crop planted under pivot that particular year.

WATER RESOURCES

The Goshen County Pivot does have a permitted irrigation well which produces 1,275 GPM (gallons per minute). This well is 510 feet deep with a static water level of 91 feet. There is a 150 horse power electric pump set at 220 feet that pumps the water to the 1998 Zimmatic low pressure 9-tower pivot which irrigates the 188± acres.

GROUND WATER:

Permit No. U.W. 24589, Sturman Irrigation #1: located in the NE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 8, T. 29 N., R. 61 W., priority August 13, 1973, Proof No. U.W. 866, 1,275 GPM.

The Statement of Completion and Description of Well along with the Certificate of Appropriation of Ground Water is included at the back of this brochure.

In the event of a sale, all water rights permitted and adjudicated to the property shall be transferred to the buyer.

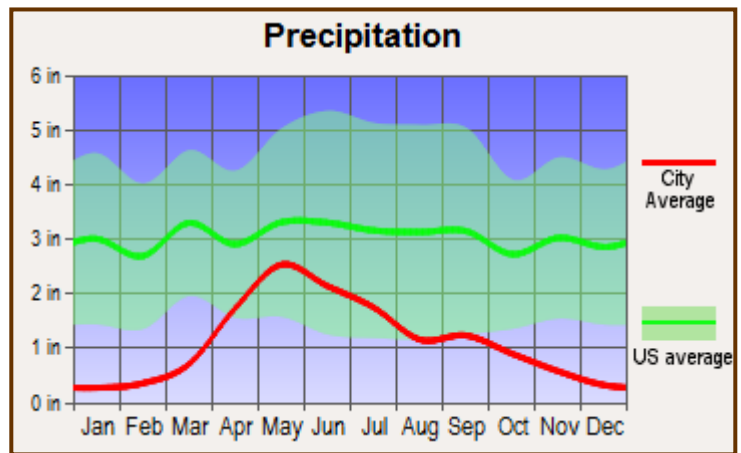
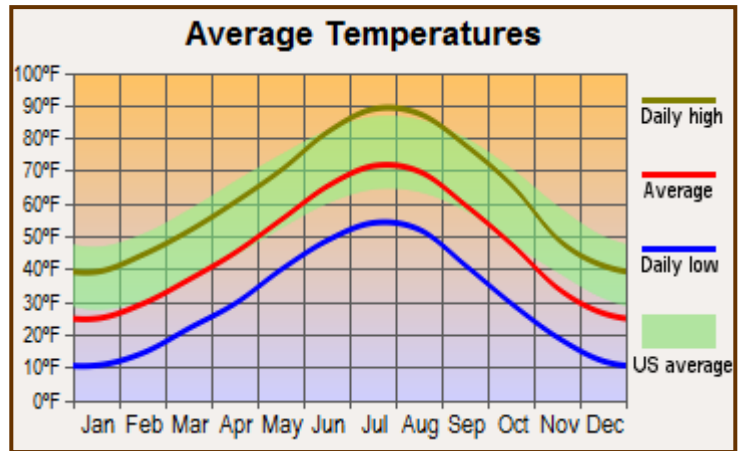


CLIMATE

According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Jay Em, Wyoming area is approximately 13.2 inches including 22 inches of snow fall. The average high temperature in January is 42 degrees, while the low is 14 degrees. The average high temperature in July is 91 degrees, while the low is 49 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 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

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.

WILDLIFE

The Goshen County Pivot offers excellent habitat for wildlife such as mule deer, antelope, and upland bird species.

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 9-12). 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.

Lusk, Wyoming has all the desirable amenities of a traditional, rural Wyoming town. It has an excellent school system with a low student/teacher ratio (K-12), two banks, several churches, restaurants, a town library, fairgrounds, hospital, an incredible nine-hole golf course, a weekly newspaper, retail stores, and veterinary clinic. Lusk also has a 5,058 foot paved, lighted airstrip suitable for small jets and all private planes, at an elevation of 4,964 feet above sea level. Additional information about Lusk and Niobrara County can be found at www.luskwyoming.com.

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.



AIRPORT INFORMATION

The Lusk Municipal Airport is located approximately three miles east of Lusk and sits at an elevation of 4,967 feet above sea level at latitude N42-45.2, longitude W104-24.3. The approach is VFR and Runway 10/28 is hard surfaced, paved with asphalt measuring 5,058 ft. by 75 ft. For more information, please visit the following website: <http://www.acukwik.com/AirportInfo/KLSK>.

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 Casper, Wyoming; Scottsbluff, Nebraska; and Denver, Colorado. The following is information on each of these airports:

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

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 <http://www.airnav.com/airport/KBFF>.

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: <http://www.flydenver.com>.

OFFERING PRICE

\$750,000

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 \$33,000 (Thirty-Three 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.

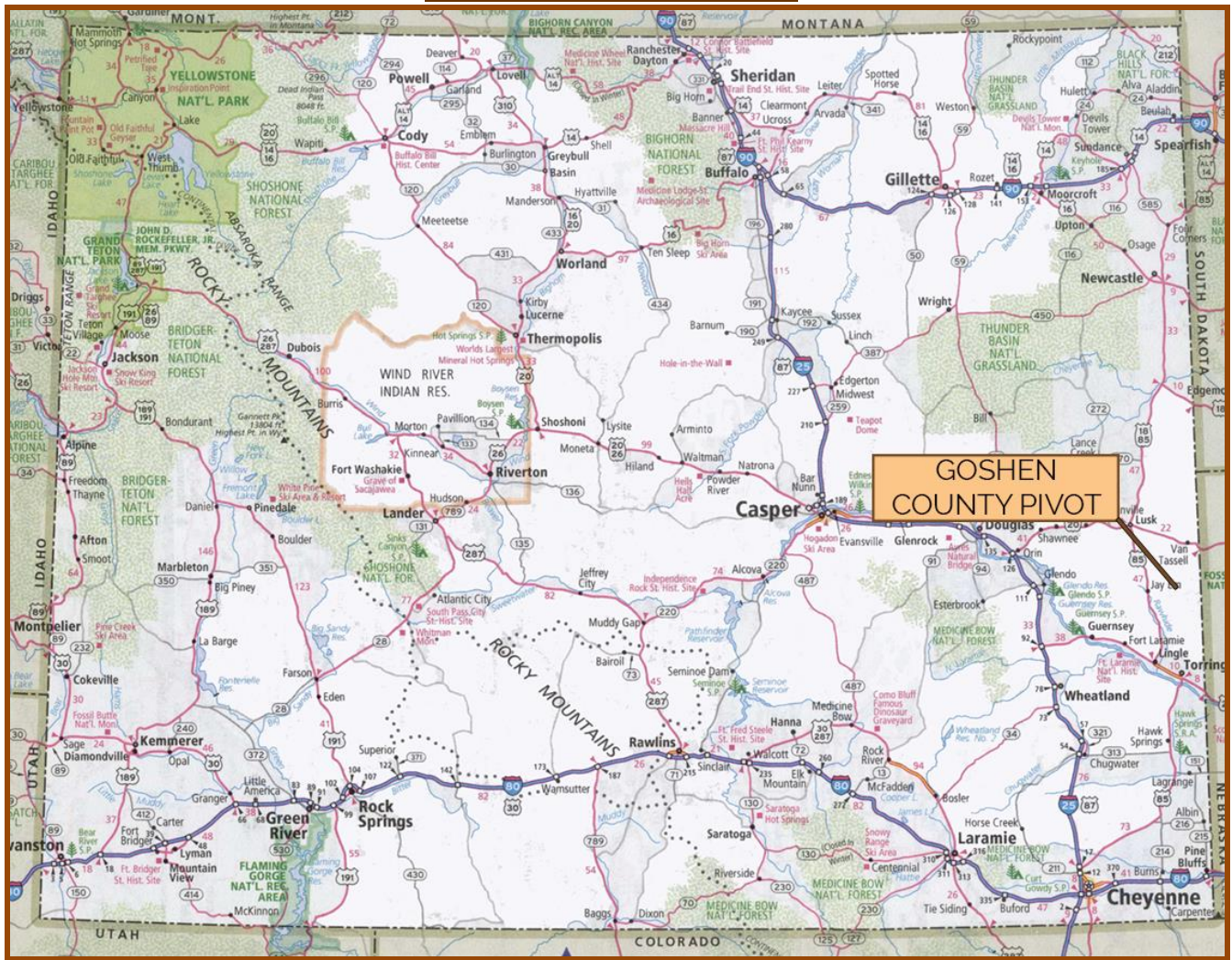
Boundaries shown on accompanying maps are approximate based on the legal description and may not indicate a survey. Maps are not to scale and are for visual aid only. Their accuracy is not guaranteed.



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.

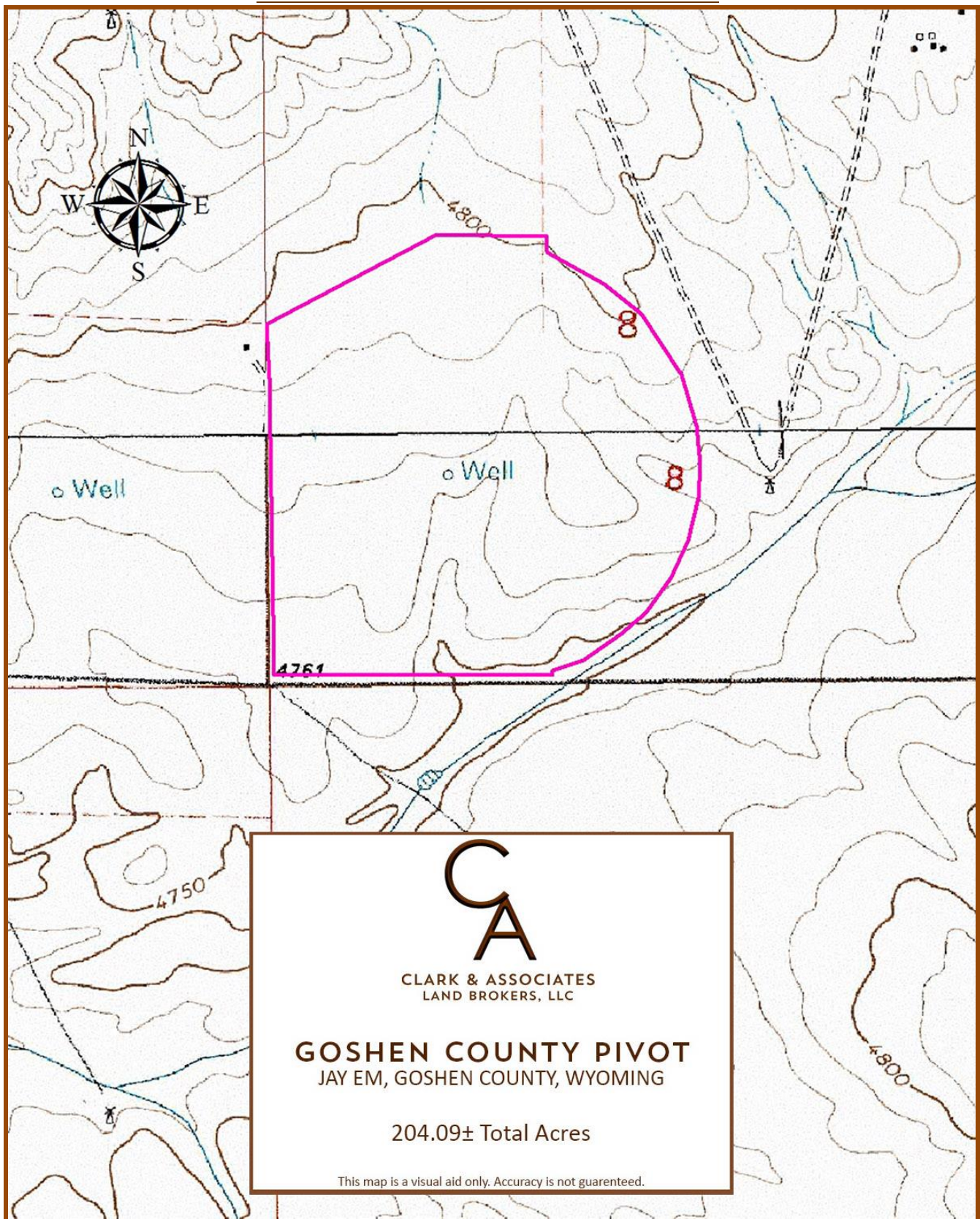
Notice to Buyers: Wyoming Real Estate Law requires that the listing Broker and all licensees with the listing Broker make a full disclosure, in all real estate transactions, of whom they are agents and represent in that transaction. All prospective buyers must read, review and sign a Real Estate Brokerage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

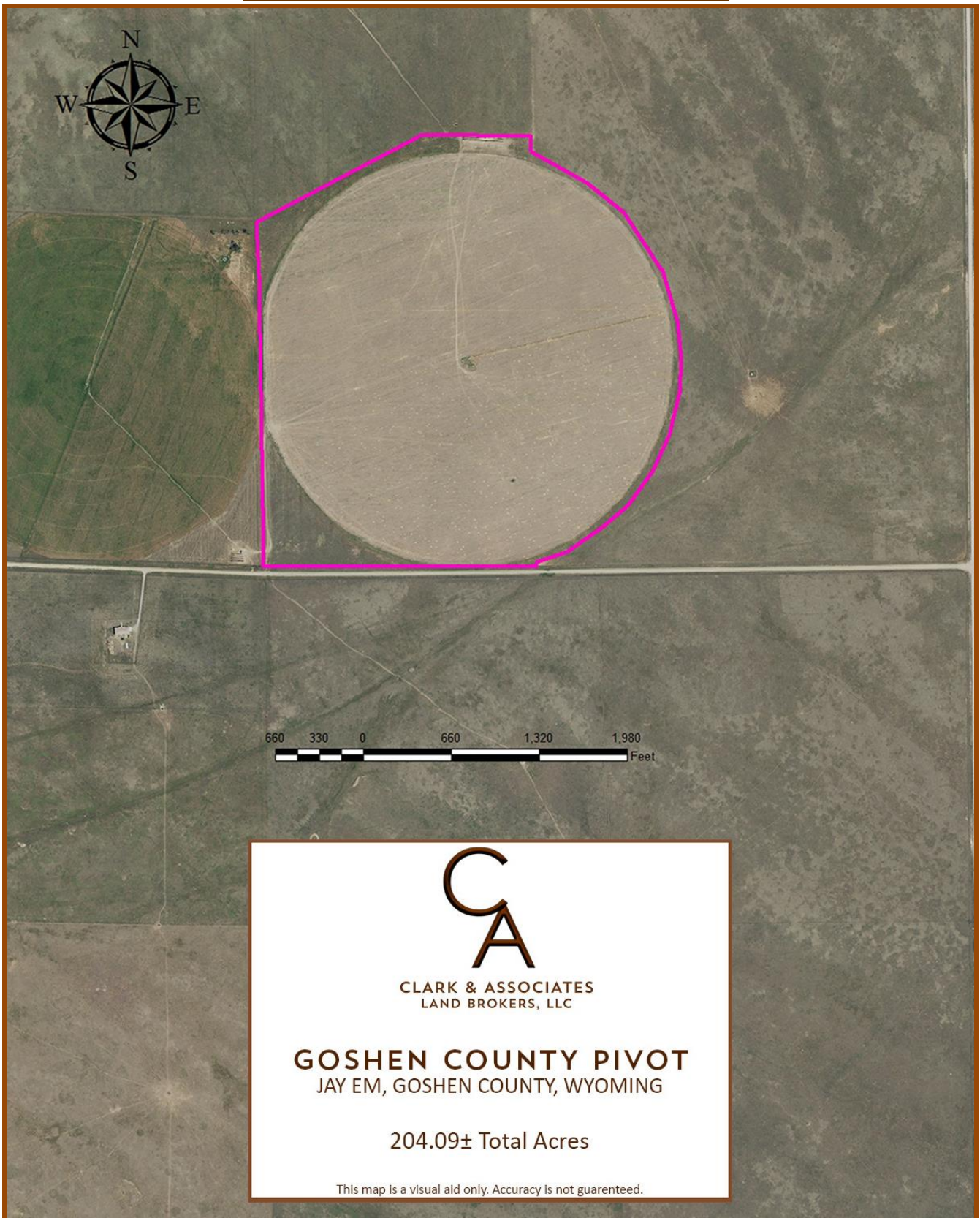


NOTES

GOSHEN COUNTY PIVOT TOPO MAP



GOSHEN COUNTY PIVOT ORTHO MAP



JR Barnes Consulting, LLC

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

September 23, 2020

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

Re: Water Rights Search: Goshen County Pivot – see attached legal description

Dear Mr. Clark,

A search of the State Office e-permit system was conducted and the records were checked against the original records in the State Engineer's Office for the attached land description. The following are the water rights were found in the records for the attached land description:

GROUNDWATER

Permit No. UW 24589

Sturman Irrigation No. 1 Well, Priority Date: August 13, 1973. Certificate Record No. UW 2, page 368; Order Record No. 21, page 327; Proof No. UW 866. Source: Groundwater. The permit is for original supply irrigation at 1275 gpm to the following lands:

T29N, R61W

Section 8	SWNE	0.50 acres
	SWNW	7.00 acres
	SENE	11.70 acres
	NESW	40.00 acres
	NWSW	37.30 acres
	SWSW	29.70 acres
	SESW	36.70 acres

NWSE	11.00 acres
<u>SWSE</u>	<u>5.90 acres</u>
TOTAL	179.80 acres

Permit No. UW 7521

Kuester No. 1 Well, Priority Date: December 31, 1971. Source: Groundwater. This permit is for stock use at 10 gpm at the following location:

T29N, R61W

Section 8 SESW

These are records found in the State Engineer's Office and Board of Control records as of September 22, 2020, and may or may not reflect the actual situation on the ground. Failure to use water for five (5) consecutive years when water is available may constitute grounds for forfeiture of the water right.

John R. Barnes, President

J R Barnes Consulting, LLC

SCANNED MAR 07 2012

MICRO-
FILMED SEP 9'74

Form U.W. 6

NOTE: Do not fold this form. Use type-
writer or print neatly with black
ink.IF WELL IS TO BE
ABANDONED, SEE
ITEM 15, PAGE 4

STATE OF WYOMING

OFFICE OF THE STATE ENGINEER

STATEMENT OF COMPLETION AND DESCRIPTION OF WELL

(For wells used only for stock or domestic purposes, use Form U.W. 7)

PERMIT NO. U.W. 24589NAME OF WELL Sturman Irri. No. 1

1. NAME OF OWNER Gerald L. and Janice L. Sturman
2. ADDRESS South Rte. Lusk, Wyoming Zip Code 82225
3. USE OF WATER: Domestic ☐ Stock Watering ☐ Irrigation ☒ Municipal ☐ Industrial ☐ Miscellaneous ☐
4. LOCATION OF WELL: NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 8, T. 29 N., R. 61 W., of the 8th P.M. (or W.R.M.),
Wyoming, being specifically N. 46°19'E. 2205 feet
(Bearing and Distance)
or ft. North and ft. East from the SW corner of Section 8, T. 29 N., R. 61 W.
(Strike out words not needed).
5. TYPE OF CONSTRUCTION: Drilled ☒ rotary Dug ☐ Driven ☐ Jetted ☐
(Type of Rig)
Other _____
6. CONSTRUCTION: Total Depth 510 ft. Depth to Water Level 91 ft.
- a. Casing Schedule New ☒ Used ☐
- | | | |
|---|-----------------------|---------------|
| <u>14"</u> diameter from <u>0</u> ft. to <u>105</u> ft. | Material <u>steel</u> | Gage <u>7</u> |
| <u>14"</u> diameter from <u>120</u> ft. to <u>160</u> ft. | Material <u>steel</u> | Gage <u>7</u> |
| <u>14"</u> diameter from <u>355</u> ft. to <u>450</u> ft. | Material <u>steel</u> | Gage <u>7</u> |
| <u>14"</u> diameter from <u>462</u> ft. to <u>485</u> ft. | Material <u>steel</u> | Gage <u>7</u> |
- b. Perforations: Type of perforator used SAW
- Size of perforations 5/32 inches by 3 inches.
- Number of perforations and depths where perforated:
- _____ perforations from 105 ft. to 120 feet.
- _____ perforations from 160 ft. to 190 feet.
202 355
- c. Was well screen installed? Yes ☒ No ☐
- Diameter: 14" slot size: _____ set from 190 feet to 202 feet.
- Diameter: 14" slot size: _____ set from 450 feet to 462 feet.
- ☒ d. Was well gravel packed? Yes ☐ No ☒ Size of gravel _____
- ☒ e. Was surface casing used Yes ☐ No ☒ Was it cemented in place? Yes ☐ No ☐
7. NAME & ADDRESS OF DRILLER D C Drilling, Lusk, Wyo.
8. DATE OF COMPLETION OF WELL (including pump installation) May 25, 1974
9. PUMP INFORMATION: Manufacturer Layne-Singer Type VT Turbine
- Source of power electric Horsepower 150 Depth of Pump Setting 220 ft.
- Amount of Water Being Pumped 1150 Gallons Per Minute.

Permit No. U.W. 24589Book No. 128 Page No. 29

U.W. 24589

10. **PUMP TEST:** Was a pump test made? Yes ☒ No ☐

If so, by whom D C Drilling co. Address Lusk, Wyo.

Yield: 913 gal./min. with 168 foot drawdown after 4 hours.

Yield: $\frac{1155}{1300}$ gal./min. with $\frac{179}{213}$ foot drawdown after $\frac{4}{4}$ hours.

11. FLOWING WELL (Owner is responsible for control of flowing well).

If well yields artesian flow, yield is _____ gal./min. Surface pressure is _____ lb./sq. inch, or _____ feet of water.

The flow is controlled by: valve ☐ cap ☐ plug ☐

Does well leak around casing? Yes ☐ No ☐

12. LOG OF WELL: Total depth drilled 668 feet.

Depth of completed well 510 feet. Diameter of well 18 inches.

Depth to first water bearing formation 105 feet.

Depth to principal water bearing formation Top 190 feet to Bottom 202 feet.

Ground Elevation, if known _____

SEE REMARKS

[illegible]**QUALITY OF WATER INFORMATION:**

Was a chemical analysis made? Yes ☐ No ☒

If so, please include a copy of the analysis with this form.

If not, do you consider the water as: Good ☒ Acceptable ☐ Poor ☐ Unusable ☐

U.W. 24589

18. TABULATION

a. If for irrigation, the land proposed to be irrigated should be described in the following tabulation. Describe in the "Remarks" section, under Item 14, the means of conveying the water to the lands and the method of irrigation.

(Give irrigable acreage in each legal subdivision. If proposed use is for supplemental supply for lands with a right from another source, indicate in the tabulation the priority or permit number, the source of supply and the name of the ditch or other well.)

b. If not used for irrigation, show the area and point(s) of use and location of well in the tabulation below. Also describe the method of conveyance in the "Remarks" section under Item 14.

[illegible]

TOTAL NUMBER OF ACRES TO BE IRRIGATED 179.8

Original Supply 179.8 acres

Supplemental Supply _____ acres

14. PLAT

h. If the well is to be used for irrigation, industrial, miscellaneous or municipal use, show the location of the well on the plat below. For such uses, a plat certified by a licensed engineer or land surveyor is required to be submitted at the time the **Proof of Appropriation and Beneficial Use of Ground Water** is submitted.

b. For other uses, accurately show the well location, point of use or uses and describe method of conveyance of water to points of use on plat and in "Remarks" section below. Make certain location on plat agrees with written description.

c. A separate map may be submitted if the information required cannot be shown on this plat.

R. _____ W. R. ⁶¹ W.

Scale: 2" = 1 Mile

T. 29 N.

8

x well

T. N.

REMARKS: Surveyor was unable to obtain information from driller.

Water conveyed from well to Pivot Point via buried pipeline.

16. IF WELL IS TO BE ABANDONED, complete Items 1 through 8, Item 12 (Log of Well) and state reason for abandonment below.

It is the responsibility of the owner to properly plug or fill in the well in order to prevent contamination of ground water and to cover or cap the well at ground level.

Under penalties of perjury, I declare that I have examined this form and to the best of my knowledge and belief it is true, correct and complete.

x Gerald J. Sturman
Signature of Owner or Authorized Agent

x July 17, 1974
Date

Date of Receipt JUL 19 1974, 1974

Date of Priority Aug. 13, 1973

Date of Approval Aug. 25, 1974

[Signature]
for State Engineer

THE STATE OF WYOMING
Certificate of Appropriation of Ground Water

Proof No. UW866
CR UW - 02, Page 368
Water Division No. 1, District No. 14

WHEREAS, GERALD AND JANICE STURMAN has/have presented to the Board of Control of the State of Wyoming proof of the appropriation of ground water from the STURMAN IRRIGATION NO 1 WELL located in the NE1/4SW1/4 of Section 08, T.029N., R.061W., Original Survey, under Permit No. P24589.0W for Irrigation use here in described, lying and being in Goshen County, Wyoming.

NOW KNOW YE that the State Board of Control, under the provisions of the Statutes of Wyoming, has by an order duly made on , , and entered on in Order Record 21 Page 333, determined and established the priority and amount of such appropriation as follows:

Name and Address of Appropriator(s) : GERALD AND JANICE STURMAN, SOUTH ROUTE, LUSK, WY, US, 82225.
Date of Appropriation (Priority) August 13, 1973; Original Supply 179,800;
Amount of Appropriation 1275,000 gallons per minute. ; Well Location: NE1/4SW1/4 of SW, Section 08, T.029N, R.061W.

DESCRIPTION OF LAND FOR WHICH THIS APPROPRIATION IS DETERMINED AND ESTABLISHED

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTAL
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
			(SEE ATTACHED TABULATION)																

The right to water hereby confirmed and established is limited to Irrigation use and the use is restricted to the place where acquired and to the purpose for which acquired and shall not exceed amount of appropriation stated above. The total water withdrawn in any one year is limited to the amount necessary for the beneficial use established by the appropriation.

IN TESTIMONY WHEREOF, I Patrick T. Tyrrell, President of the State Board of Control, have hereunto set my hand on and caused the seal of said Board to be hereunto affixed.

Attest: _____ Ex-officio Secretary

 _____ President.

CR UW - 02, Page 368
Order Record No. 21, Page 333
Permit No. P24589.0W, Proof No. UW866

Attachment Sheet for CR UW02/368 Page 1 of 2

TABULATION OF ADJUDICATED LANDS

CR UW - 02, Page 368
Order Record No. 21, Page 333
Permit No. P24589.0W, Proof No. UW866

TWP	RNG	SEC	NE1/4				NW1/4				SW1/4				SE1/4				TOTAL	
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4						
			A 37.3																	37.30
029N	061W	08																		
			A 40																	40.00
029N	061W	08																		
			A 0.5																	0.50
			Total Original Supply:																179.80	
			Total Supply:																179.80	

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



Cory Clark
Broker / Owner

Office: (307) 334-2025
Mobile: (307) 351-9556

clark@clarklandbrokers.com

Licensed in WY, MT, SD, ND, NE & CO

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

Buffalo, WY Office

879 Trabling Road
Buffalo, WY 82834

Billings/Miles City, MT Offices

6806 Alexander Road
Billings, MT 59105

Belle Fourche, SD Office

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

Torrington, WY Office

2210 Main St
Torrington, WY 82240

Douglas, WY Office

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

Wheatland, WY Office

4398 Palmer Canyon Road
Wheatland, WY 82201

Greybull, WY Office

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

Cory G. Clark - Broker / Owner

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Mark McNamee - Associate Broker/Auctioneer/Owner

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Licensed in WY, MT, SD & NE

Denver Gilbert - Associate Broker / Owner

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Licensed in SD, WY, MT & NE

Logan Schliinz - Associate Broker

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Licensed in CO, NE & WY

Scott Leach - Associate Broker

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Licensed in WY, CO, SD & NE

Jon Keil – Associate Broker

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Licensed in WY & CO

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 _____