



**CLARK & ASSOCIATES
LAND BROKERS, LLC**

Specializing in Farm, Ranch, Recreational & Auction Properties

Proudly Presents



GREER RANCH
Niobrara County, Wyoming

The Greer Ranch consists of 9,246± contiguous total acres and is a low overhead, productive grass ranch. Pride of ownership is evident throughout this historic ranch.

LOCATION & ACCESS

The Greer Ranch is located approximately 40 miles northwest of Lusk, Wyoming. To access the ranch from Lusk, travel west on US Highway 20 for nine miles to Manville, Wyoming; turn right on to Wyoming Highway 270, traveling north for 21 miles; turn left onto on Wyoming Highway 272, also known as North Lance Creek County Road #14, traveling north for 10 miles.

This easily-accessible property can be used as a year-round or seasonal operation, depending on the needs of the owner. A well-maintained county road called North Lance Creek Road travels throughout the ranch for five miles providing excellent year-round access. The ranch is located in the heart of cattle country which is known for its high-protein grass. Historically, the primary objective of the owners was to rotate the livestock in a grazing pattern that maximizes grass utilization within the 11 pastures.

Several towns and cities in proximity to the property include:

- | | |
|--|---------------------|
| • Lusk, Wyoming (population 1,578) | 40 miles southeast |
| • Douglas, Wyoming (population 6,120) | 74 miles southwest |
| • Torrington, Wyoming (population 6,501) | 100 miles southeast |
| • Wheatland, Wyoming (population 3,627) | 100 miles south |
| • Casper, Wyoming (population 59,628) | 120 miles southwest |
| • Scottsbluff, Nebraska (population 15,039) | 130 miles southeast |
| • Rapid City, South Dakota (population 67,956) | 143 miles northeast |
| • Cheyenne, Wyoming (population 59,466) | 168 miles south |
| • Laramie, Wyoming (population 30,816) | 176 miles southwest |
| • Fort Collins, Colorado (population 143,986) | 212 miles south |
| • Denver, Colorado (population 701,621) | 267 miles south |



SIZE & DESCRIPTION

8,566± Acres Deeded Acres
640± State of Wyoming Lease Acres
40± Acres BLM Lease
9,246± Total Acres

The Greer Ranch dates back to 1982 when the ranch was purchased by William “Bill” and Glenis Greer; William “Bill” Greer was recently inducted into the Wyoming Cowboy Hall of Fame. Within the past four decades, the Greers have made several improvements throughout the ranch. This is a rare opportunity to own a large contiguous, fully improved, grass ranch that consists of 92.6% deeded acres.

Since purchasing the ranch approximately 40 years ago, the current owners have invested extensive time and resources into the water improvement, fencing, and cross fencing, which has greatly increased carrying capacity and efficiency of the ranch. Pride of ownership is evident in every aspect of this unique offering.

The ranch is fenced into approximately 11 pastures which are fenced with four and five strands of barbed wire, mostly with wood and steel posts.

The Greer Ranch has historically grazed 650± head of yearling cattle throughout the summer grazing season, or 250 cow/calf pairs year-round. The grass has been leased to the same lessee for approximately seven years.

The ranch features over five miles of live water provided by Lance Creek. The year-round creek travels throughout the eastern portion of the ranch.

The Greer Ranch is an expansive grass ranch made up of diverse topography. The varied terrain provides a range of vegetation as well as natural draws and ravines that offer protection for livestock and wildlife. The ranch is a very low-overhead operation as the owners have historically had to feed little supplemental feed during the winter months.

The historic Greer Ranch is a well-watered, highly productive, low-overhead grass ranch located in eastern Wyoming. The elevation on the property is approximately 4,100 to 4,300 feet above sea level.

LEASE INFORMATION

State of Wyoming lease number 1-7845 associated with the Greer Ranch consists of 640± acres and expires in 2026. State of Wyoming leases are renewable every ten (10) years with an annual payment due each year. The annual payments are assessed per AUM with the cost per AUM varying year to year as determined by the Office of Lands and Investments for the State of Wyoming. An Animal Unit Month (AUM) is the amount of forage required by one animal unit (cow/calf pair) for one month. For 2020, the cost per AUM is \$5.88 and with 231 AUMs allotted with the State lease acres. This equates to \$1,358.28 for the 2020 annual lease payment on the Greer Ranch. Contact the Wyoming Office of State Lands and Investments at (307) 777-7331 for further information.

The Bureau of Land Management lease, known as Lance Creek III allotment number 04397, associated with the ranch consists of a total of 40± acres. BLM leases are renewable every ten years, and for 2020, are assessed at \$1.35 per AUM per year. The Greer Ranch BLM lease is allotted 12 AUMs per year which equates to a cost of \$16.20 for 2020. You may call the Newcastle BLM office at (307) 746-6600 for more information.

Lease Name	Allotment Number	Total Acres	Total AUMs	Expiration Date	2020 Costs
Lance Creek III	04397	40	12	2028	\$16.20
State Lease	1-7845	640	231	2026	\$1,358.28
TOTAL		680	243		\$1,374.48



WATER RESOURCES

There are 14 wells on the Greer Ranch: electric/submersible wells, windmills, and solar wells. Along with the wells, live water is provided from Lance Creek which travels throughout the ranch for approximately five miles.

The Greer Ranch has four solar wells along with two 10,000 gallon storage tanks on windmills. Approximately half of the tanks on the ranch are rubber tire along with a couple of fiberglass tanks, with the rest being galvanized stock tanks.

The owner provided the following information regarding the wells that are located throughout the Greer Ranch.

WATER WELL INFORMATION

Number	Permit No.	Drilled	Well Type	Location	GPM	Depth
1	UW61943	1982	Windmill	South Pasture	8-10	240
2	UW67534	1984	Solar (2013)	Bull Pasture	10-12	260
3	UW67535	1984	Solar (2012)	Far East Pasture	5+	340
4	UW68641	1984	Electric	Bray House Pasture		160
5	UW70761	1985	Electric (New ½ HP pump 2014)	Corral Pasture	10	180
6		1985	Windmill	Horse Pasture		80
7	UW84794	1991	Windmill	Hay Field Pasture		40
8	UW92636	1993	Electric	West Bray House Pasture	15+	172
9	UW120960	1999	Solar (2011) (New pump 2019)	East side of West Pasture	10	240
10	UW18055	2010	Electric	House Well		260
11	UW27760	pre-1982	Electric (1 HP pump & line 1999)	West Calving Pasture	8	360
12	UW30536	pre-1982	Windmill w/Storage Tank (10,000 gal)	Far West Pasture	2-3	375
13	UW27761	pre-1982	Solar (2005) (new pump 2019)	Big West Pasture	8-10	215
14	UW30537	pre-1982	Windmill w/Storage Tank (10,000 gal)	East/South Pasture		

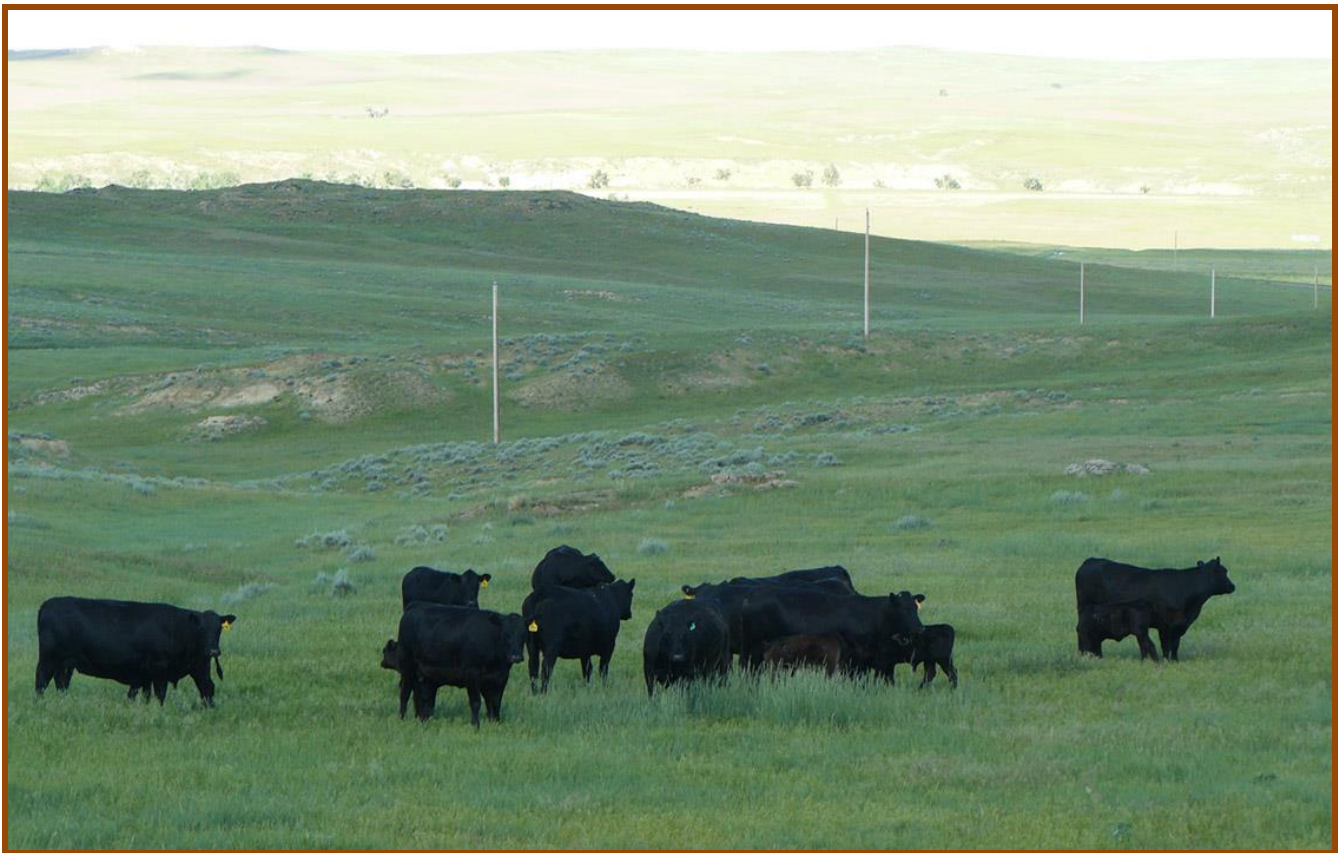
Upon request, Clark & Associates Land Brokers, LLC will provide any prospective buyer a Wyoming State Engineer's ground and surface water rights search that is to be completed on the Greer Ranch. A summary of the water rights search that has been completed for this ranch is available on our website, www.clarklandbrokers.com, and is also included in this brochure.

CARRYING CAPACITY / RANCH OPERATIONS

For the past seven years, the Greer Ranch has historically run 650 head of yearlings through mid-April to late October, or to the first part of the year, depending on moisture. Prior to leasing the ranch, the owners ran approximately 250 cow/calf pairs year-round. The grass is high quality with a variety of hard grass species, rich in protein content. It is common for weight gains of 2 to 2.5 pounds per day on yearling cattle. When the owners ran a cow/calf operation, calving season historically began in mid-April with the weaning weights on calves in the fall of Greer Ranch averaging 520 pounds on the heifer calves with the steer calves weighing in slightly more at 550 pounds.

The ranch is cross-fenced into 11 pastures for flexible management and efficient grazing rotation. Most fences are four or five strands of barbed wire with wooden and steel posts and are in good condition.

“Carrying capacity can vary due to weather conditions and management practices. Interested parties should conduct their own analysis.”



IMPROVEMENTS

Improvements on the Greer Ranch include the following:

- 3,190 sq. ft. one-story ranch house with five bedrooms and three baths
- 1,152 sq. ft. one-story ranch house with two bedrooms and one bath
- 352 sq. ft. detached garage
- 5,400 sq. ft. farm utility building
- 1,980 sq. ft. arch-rib Quonset
- Multiple other outbuildings and sheds



UTILITIES

Electricity – Niobrara Electric Association

Propane – Private Providers

Communications – CenturyLink

Water – Private Wells

Sewer – Septic Tanks

REAL ESTATE TAXES

According to the Niobrara County Assessor's records, the real estate taxes for the Greer Ranch are approximately \$5,390 annually.

MINERAL RIGHTS

Any and all mineral rights, owned by seller, if any, will be transferred to buyer at day of closing.

RECREATION & WILDLIFE

The habitat for wildlife is excellent and many different species can be found on the property including mule and whitetail deer, antelope, coyotes, bobcats, fox, sharptail grouse, partridges, geese and other wildlife.

The Greer Ranch is in Areas 8 and 29 for antelope, Areas 12 and 14 for deer, and Area 126 for elk. For more information on hunting areas visit <https://wgfd.wyo.gov/>.



COMMUNITY AMENITIES

Lusk has all the desirable amenities of a traditional rural Wyoming town and is located 40 miles southwest from the Greer Ranch. It has an excellent school system with a low student/teacher ratio (K-12), two banks, several churches, restaurants as well as 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 and lighted airstrip suitable for small jets and all private planes, at an elevation of 4,964 feet above sea level.

AIRPORT INFORMATION

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

Casper, Wyoming: United Express, SkyWest and Mountain Air Express provide daily air service with connections to Denver, Colorado, Salt Lake City, Utah and Colorado Springs, Colorado 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>.

Rapid City, South Dakota: The Rapid City Regional Airport is located 8 miles southeast of the Rapid City, South Dakota. This is a commercial airport offering daily flights from Allegiant Air, Delta, United and Northwest Airlines. For specific information about the airport, flight schedules, amenities as well as relevant links about Rapid City and the surrounding area, visit <http://www.rcgov.org/Airport/pages>.

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. Cheyenne aeronautical information can be found at <http://www.cheyenneairport.com/pilotinfo.htm>

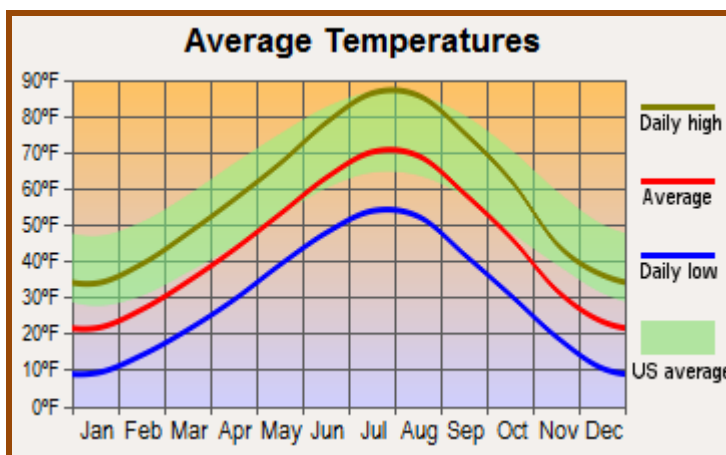
Scottsbluff, Nebraska: Great Lakes Airlines provides flights to and from Denver, Colorado from the Western Nebraska Regional Airport. Valley Airways, fixed base operator for the airport, provides charter flights, in-transit charter refueling, airplane maintenance and repair and flight training. For more 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 130 national and international destinations. For more information, visit the official web site for Denver International Airport: <http://www.flydenver.com/>.



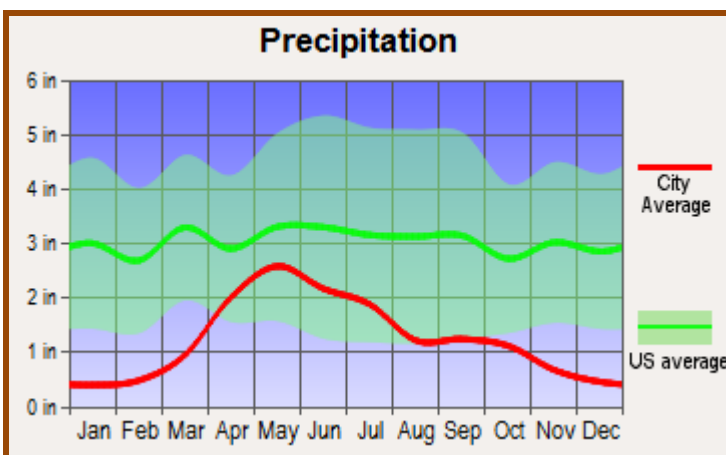
CLIMATE

According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Lance Creek, Wyoming area is approximately 15.3 inches including 52.4 inches of snow fall. The average high temperature in January is 39 degrees, while the low is 12 degree. The average high temperature in July is 90 degrees, while the low is 58 degrees. The charts to the right are courtesy of www.city-data.com.



STATE OF WYOMING

Wyoming is a state that offers an incredible diversity of activities, geography, climate, and history. Just a territory in 1869, Wyoming became the 44th state in 1890. The state's population is 563,626, and provides a variety of opportunities and advantages for persons wishing to establish residency. Wyoming's energy costs are the second lowest in the nation, and the cost of living index is below the national average. Wyoming ranks among the top ten in the entire United States for educational performance. There is no state income tax, and Wyoming offers an extremely favorable tax climate:



- No personal income tax
- No corporate income tax
- No gross receipts tax
- No inventory tax
- Low retail sales tax
- Low property tax
- Favorable inheritance tax
- Favorable unemployment tax

According to Michael B. Sauter, Alexander E. M. Hess, Samuel Weigley, and Ashley C. Allen of 24/7 Wall Street, Wyoming is a model of good management and a prospering population. The state is particularly efficient at managing its debt, owing the equivalent of just 20.4% of annual revenue in fiscal 2010. Wyoming also has a tax structure that, according to the Tax Foundation, is the nation's most-favorable for businesses - it does not have any corporate income taxes. The state has experienced an energy boom in recent years. The mining industry, which includes oil and gas extracting, accounted for 29.4% of the state's GDP; more than in any other state. As of last year, Wyoming's poverty, home foreclosure, and unemployment rates were all among the lowest in the nation.

OFFERING PRICE

\$5,100,000

Acceptable terms for purchasing this property include, but are not limited to cash at closing, new loan, or 1031 tax exchange. No portion of the purchase transaction will be financed by the seller. The Seller reserves the right to effectuate a tax-deferred real estate exchange for all or part of the sales price, pursuant to Section 1031 of the Internal Revenue Code and the Treasury Regulations promulgated there under with no liability or expense to be incurred by the Buyer (in connection with the Seller's tax-deferred exchange).



CONDITIONS OF SALE

- I. All offers shall be:
 - A. in writing;
 - B. accompanied by an earnest money deposit check in the minimum amount of \$255,000 (Two Hundred Fifty-Five Thousand Dollars); and
 - C. be accompanied with the name, telephone number, and address of the Buyer's personal banker in order to determine financial capability to consummate a purchase.
- II. All earnest money deposits will be deposited in the title company/closing agent's trust account.
- III. The Seller shall provide and pay for an owner's title insurance policy in full satisfaction of the negotiated purchase price.
- IV. Both Buyer and Seller shall be responsible for their own attorney fees.

FENCES AND BOUNDARY LINES

The seller is making known to all potential purchasers that there may be variations between the deeded property lines and the location of the existing fence boundary lines on the subject property. Seller makes no warranties with regard to location of the fence lines in relationship to the deeded property lines, nor does the seller make any warranties or representations with regard to specific acreage within the fenced property lines. Seller is selling the property in an "as is" condition which includes the location of the fences as they exist.

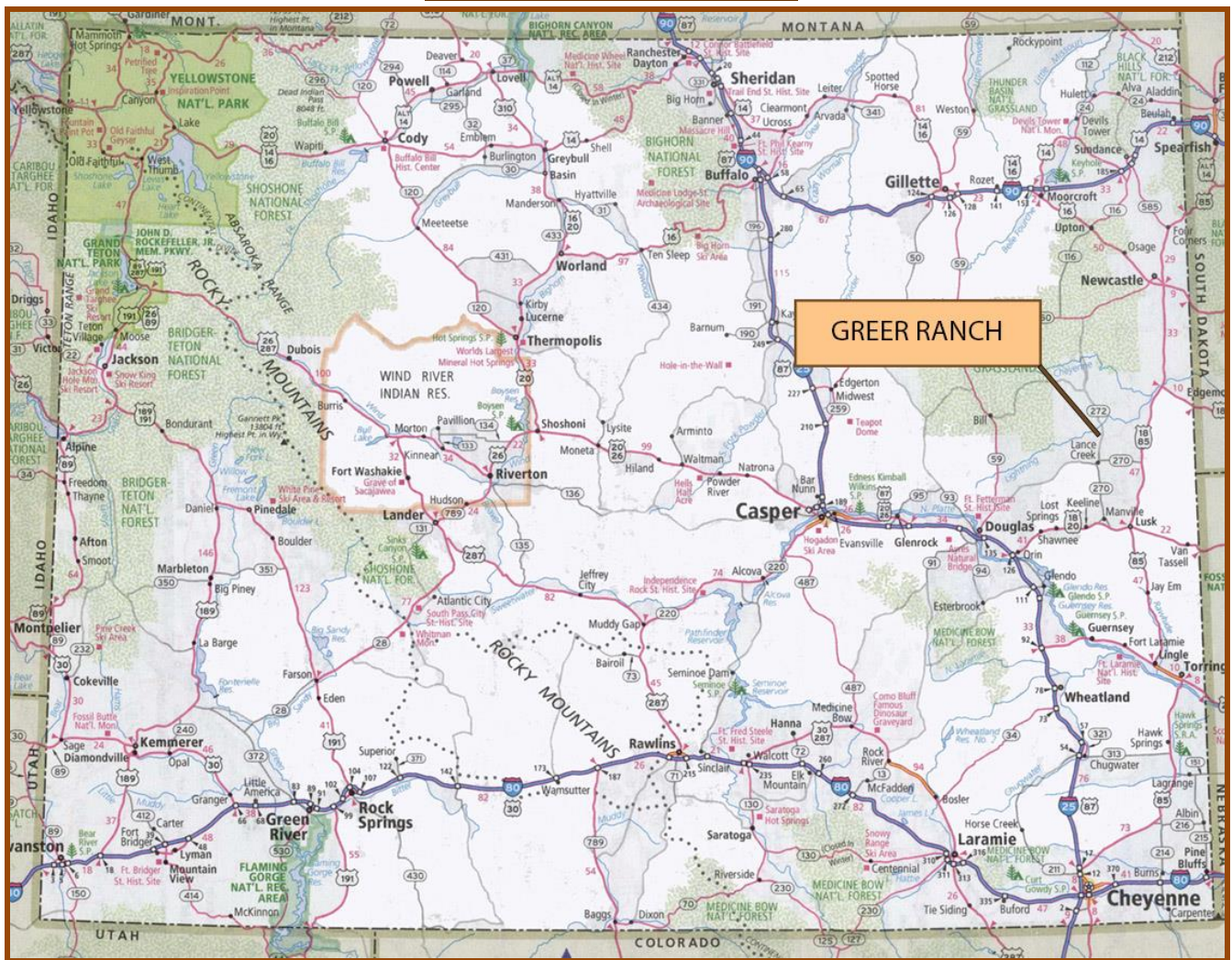
Boundaries shown on accompanying maps are approximate based on the legal description and may not indicate a survey. Maps are not to scale and are for visual aid only. Their accuracy is not guaranteed.



Clark & Associates Land Brokers, LLC is pleased to have been selected as the Exclusive Agent for the Seller of this outstanding offering. All information has been obtained from sources deemed reliable by Clark & Associates Land Brokers, LLC; however, the accuracy of this information is not guaranteed or warranted by 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.

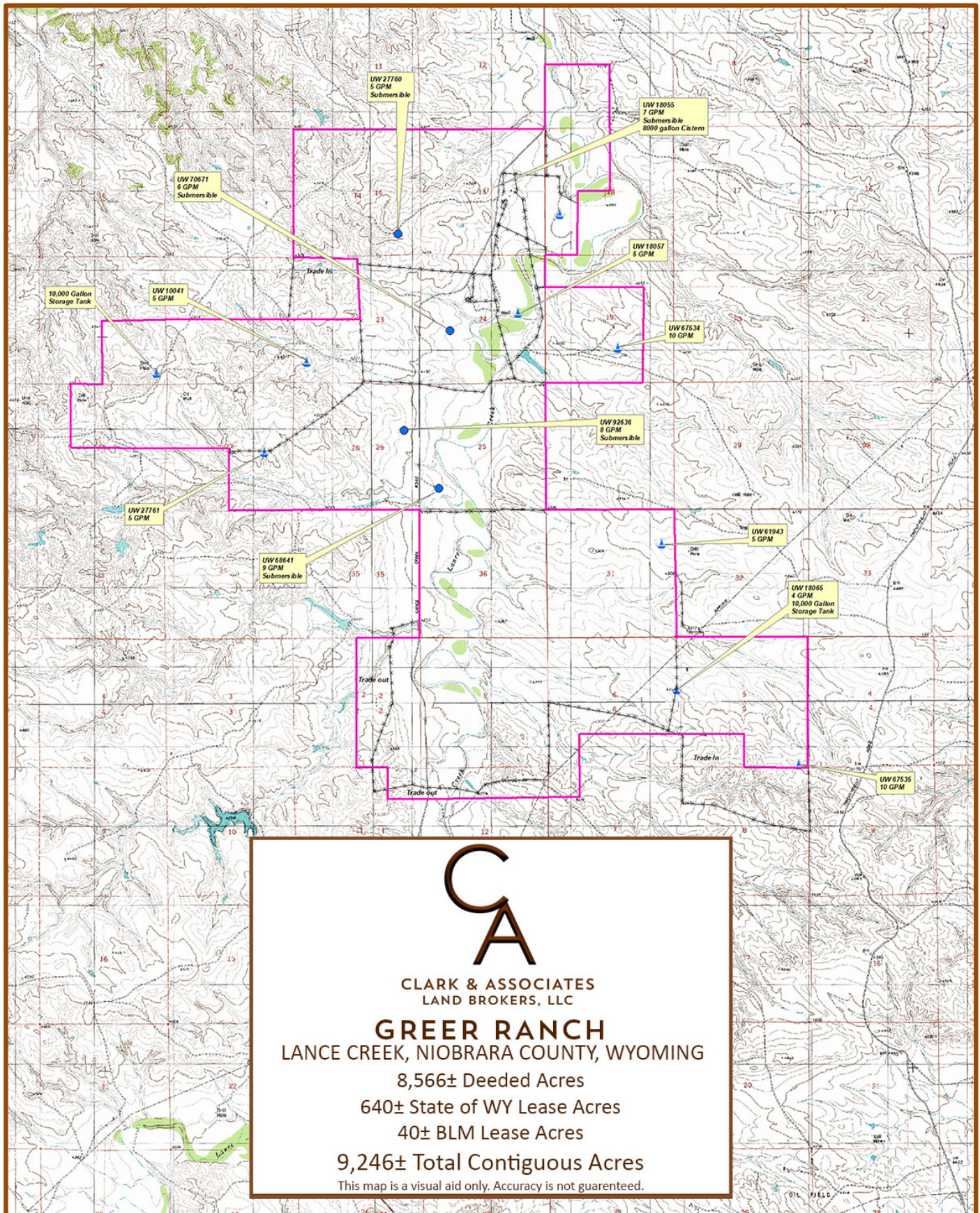
Notice to Buyers: Wyoming Real Estate Law requires that the listing Broker and all licensees with the listing Broker make a full disclosure, in all real estate transactions, of whom they are agents and represent in that transaction. All prospective buyers must read, review and sign a Real Estate Brokerage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

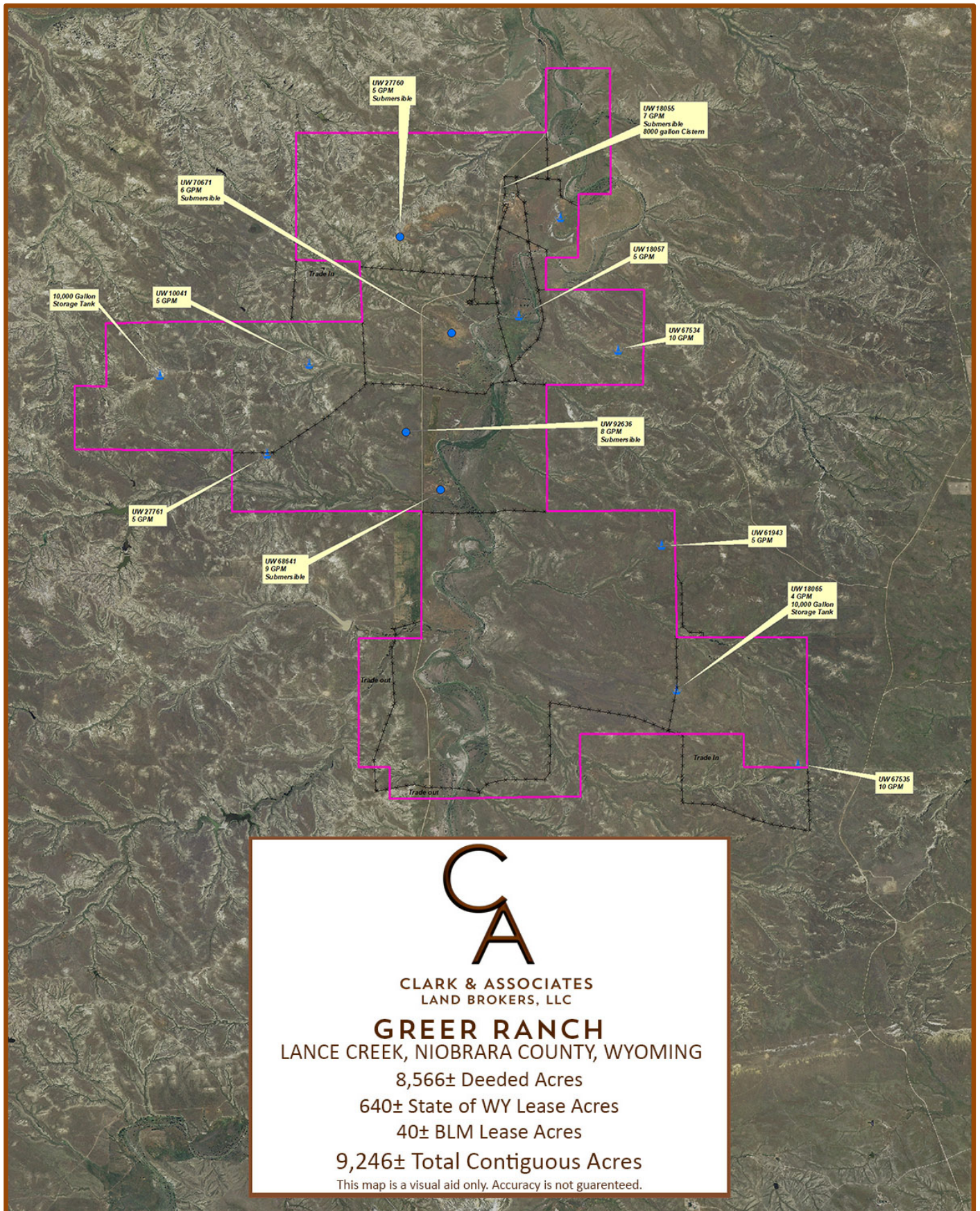


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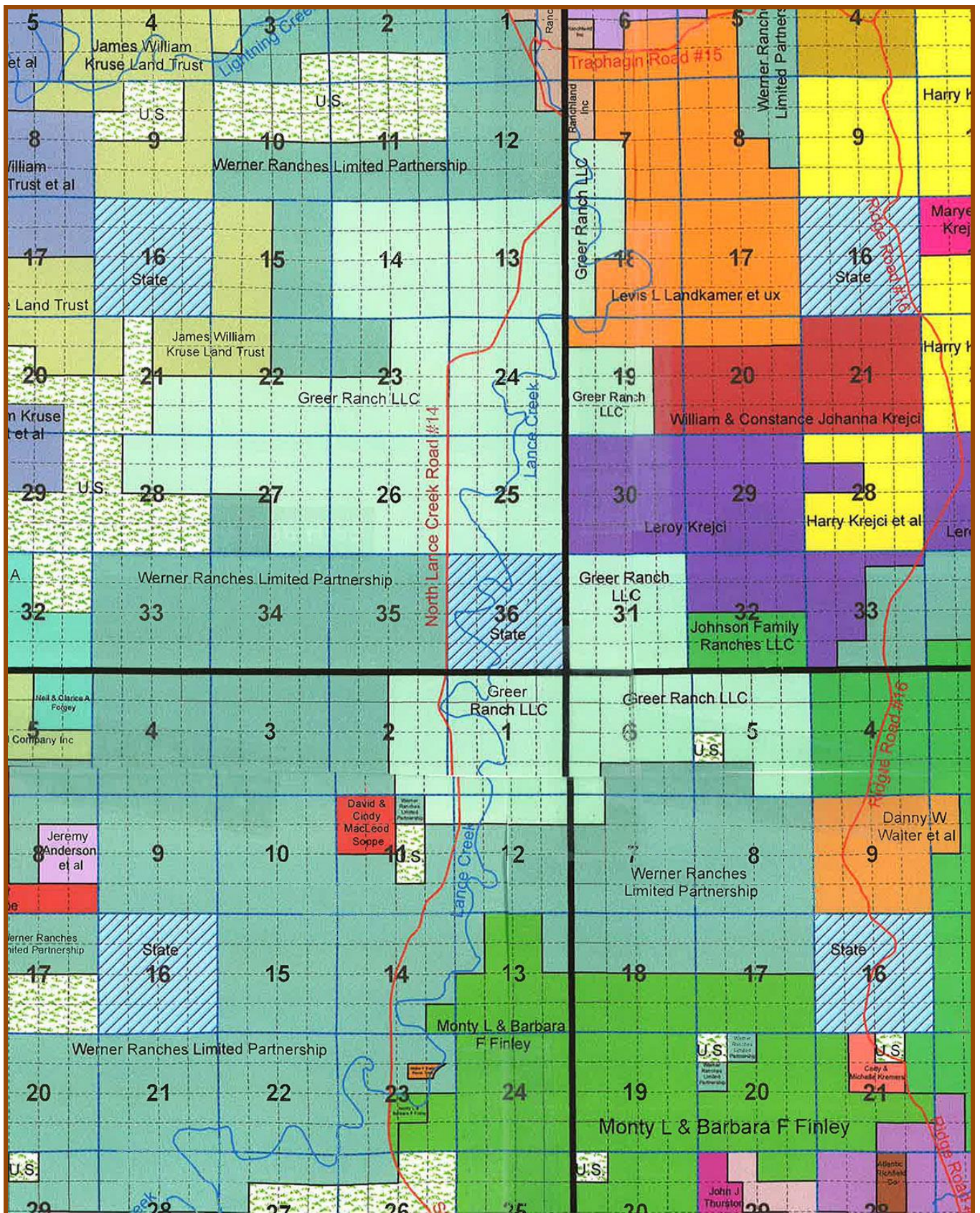
GREER RANCH TOPO MAP



GREER RANCH ORTHO MAP



GREER RANCH LANDOWNER MAP



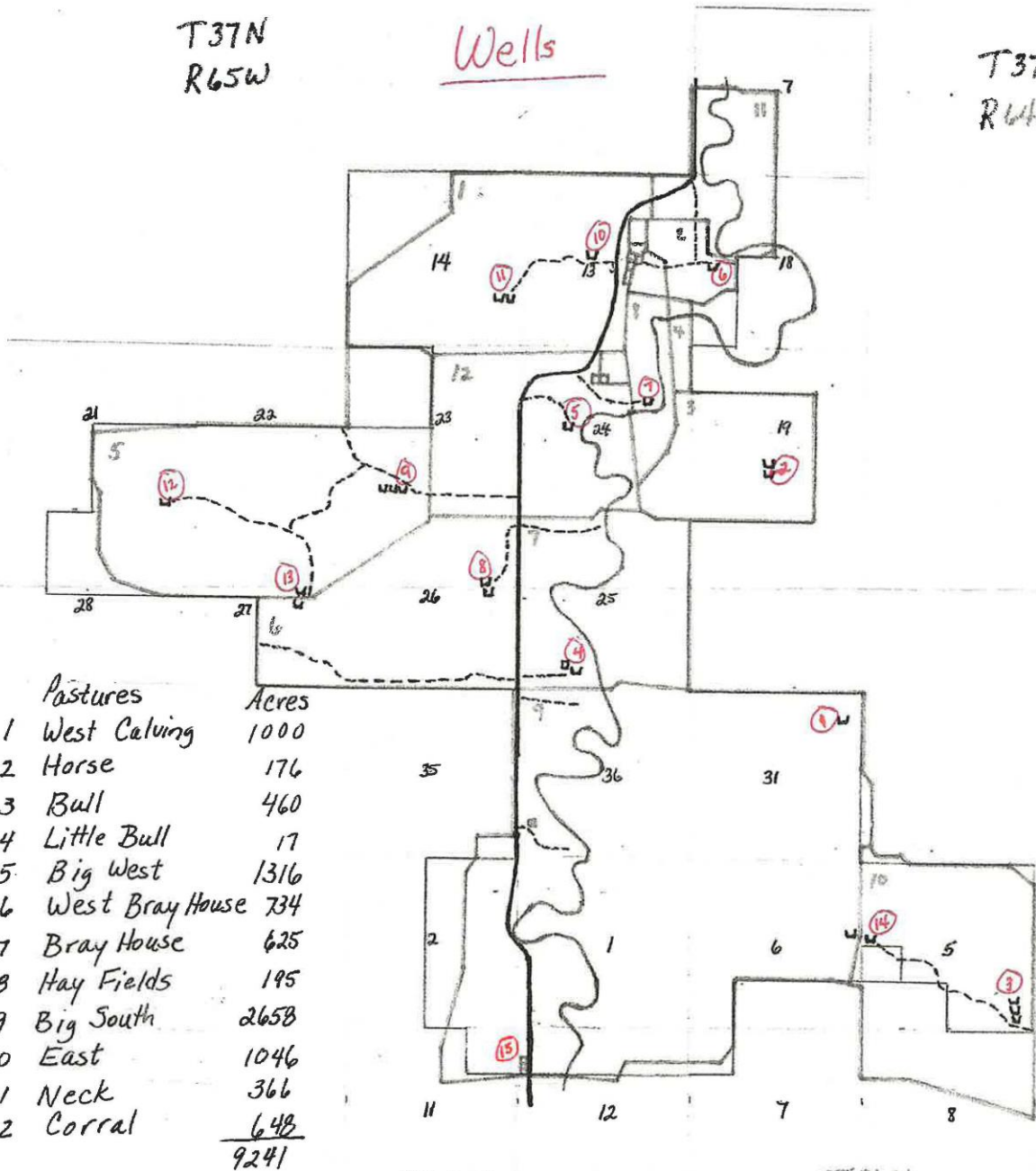
GREER RANCH WELL LOCATION MAP

GREER RANCH

T37N
R65W

Wells

T37N
R64W



T36N
R65W

T36N
R64W

JR Barnes Consulting, LLC

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

April 6, 2020

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

Re: Water Rights Search: Greer Ranch (See attached legal description)

Dear Mr. Clark,

A search of the State Office e-permit system was conducted 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:

SURFACE WATER

Permit No. 9024S

Heidi Stock Pit, Priority Date: Sept. 14, 1982. Source: Little Wildcat Draw, trib Lance Creek, trib South Fork Cheyenne River, trib Cheyenne River. The appropriation is for stock purposes with a capacity of 1.68 ac-ft at the following location:

T37N, R65W

Section 26 SWSW

Permit No. 9025S

Coyote Stock Pit, Priority Date: Sept. 14, 1982. Source: Coyote Draw, trib Lance Creek, trib South Fork Cheyenne River, trib Cheyenne River. The appropriation is for stock purposes with a capacity of 1.02 ac-ft at the following location:

T37N, R65W

Section 23 SESE

Permit No. 6566R

Williams Reservoir, Priority Date: Dec. 18, 1961. Certificate Record No. R-2, page 452; Order Record No. 15, page 91; Proof No. 25836. Source: Krejei Draw, trib Lance Creek, trib South Fork Cheyenne River, trib Cheyenne River. The appropriation is for stock (15.79 ac-ft) and irrigation (53.05 ac-ft) purposes with a capacity of 68.84 ac-ft at the following location:

T37N, R65W

Section 24 SESE

GROUNDWATER

Permit No. UW10041

Bushnell No. 1 Well, Priority Date: Aug. 19, 1971. Source: Groundwater. This well is for stock use with a flow rate of 5 gpm and is located at the following location:

T37N, R65W

Section 23 SWSW

Permit No. UW18055

Big Bushnell Well, Priority Date: Dec. 31, 1940. Source: Groundwater. This well is for stock use with a flow rate of 7 gpm and is located at the following location:

T37N, R65W

Section 13 SWNE

Permit No. UW18057

Williams #1 Well, Priority Date: Dec. 31, 1939. Source: Groundwater. This well is for stock use with a flow rate of 5 gpm and is located at the following location:

T37N, R65W

Section 24 NESE

Permit No. UW18058

Bray Well No. 1, Priority Date: Dec. 31, 1966. Source: Groundwater. This well is for stock use with a flow rate of 5 gpm and is located at the following location:

T37N, R65W

Section 25 SWSW

Permit No. UW18065

Big Rice Well #1, Priority Date: Dec. 31, 1940. Source: Groundwater. This well is for stock use with a flow rate of 4 gpm and is located at the following location:

T36N, R64W

Section 5 NWNW

Permit No. UW27760

Big Bushnell Well No. 2, Priority Date: Aug. 20, 1974. Source: Groundwater. This well is for stock use with a flow rate of 5 gpm and is located at the following location:

T37N, R65W

Section 14 SESE

Permit No. UW27761

Trap Well No. 1, Priority Date: Aug. 20, 1974. Source: Groundwater. This well is for stock use with a flow rate of 5 gpm and is located at the following location:

T37N, R65W

Section 27 NWSE

Permit No. UW30536

Little Bushnell #2 Well, Priority Date: July 28, 1975. Source: Groundwater. This well is for stock use with a flow rate of 5 gpm and is located at the following location:

T37N, R65W

Section 22 SWSW

Permit No. UW30537

Big Rice #2 Well, Priority Date: July 28, 1975. Source: Groundwater. This well is for stock use with a flow rate of 5 gpm and is located at the following location:

T36N, R64W

Section 6 SENE

Permit No. UW61943

Greer #1 Well, Priority Date: Sept. 14, 1982. Source: Groundwater. This well is for stock use with a flow rate of 5 gpm and is located at the following location:

T37N, R64W

Section 31 NWNE

Permit No. UW67534

Greer #2 Well, Priority Date: June 6, 1984. Source: Groundwater. This well is for stock use with a flow rate of 10 gpm and is located at the following location:

T37N, R64W

Section 19 NWSE

Permit No. UW67535

Greer #3 Well, Priority Date: June 6, 1984. Source: Groundwater. This well is for stock use with a flow rate of 10 gpm and is located at the following location:

T36N, R64W

Section 5 SESE

Permit No. UW68641

Greer #4 Well, Priority Date: Oct. 3, 1984. Source: Groundwater. This well is for stock use with a flow rate of 9 gpm and is located at the following location:

T37N, R65W

Section 25 SWSW

Permit No. UW70671

Greer #5 Well, Priority Date: July 22, 1985. Source: Groundwater. This well is for stock use with a flow rate of 6 gpm and is located at the following location:

T37N, R65W

Section 24 NWSW

Permit No. UW84794

Greer #7 Well, Priority Date: April 1, 1991. Source: Groundwater. This well is for stock use with a flow rate of 5 gpm and is located at the following location:

T37N, R65W

Section 24 SENE

Permit No. UW92636

Greer #8 Well, Priority Date: Aug. 11, 1993. Source: Groundwater. This well is for stock use with a flow rate of 8 gpm and is located at the following location:

T37N, R65W

Section 26 SENE

Permit No. UW120960

Greer #9 Well, Priority Date: Nov. 22, 1999. Source: Groundwater. This well is for stock use with a flow rate of 3 gpm and is located at the following location:

T37N, R65W

Section 23 SWSW

These are records found in the State Engineer's Office and Board of Control records as of April 20, 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

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



Cory Clark
Broker, REALTOR®

Mobile: (307) 351-9556

clark@clarklandbrokers.com

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

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Billings, MT 59105

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Belle Fourche, SD 57717

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Torrington, WY 82240

Logan Schliinz - Associate Broker

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Douglas, WY Office

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1878 N Glendo Hwy, Glendo, WY 82213

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Wheatland, WY Office

4398 Palmer Canyon Road
Wheatland, WY 82201

Jon Keil – Associate Broker

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

Greybull, WY Office

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

Ken Weekes – Sales Associate

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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 _____