



**CLARK & ASSOCIATES
LAND BROKERS, LLC**

Specializing in Farm, Ranch, Recreational & Auction Properties

Proudly Presents



INDIAN SPRINGS RANCH

Wheatland, Platte County, Wyoming

The Indian Springs Ranch consists of 1,842± deeded acres and 80.27± State of Wyoming leases acres for 1,922.27± total acres. It is a year-round cattle operation with a peaceful creek bottoms and sweeping views of the Laramie Mountains.

LOCATION & ACCESS

The Indian Springs Ranch is located in Platte County approximately 15 miles west of Wheatland, Wyoming. To access the ranch, from Interstate 25, take exit 80 toward US-87 Business Wheatland; head east on Swanson Road for .3 mile toward Wheatland; turn left onto Red Fox Road for one mile; turn left on West Fairview Road for four miles; continue onto North Hightower Road for 1.2 miles; continue onto Fletcher Park Road for 4.3 miles; take a slight left for one mile; take a slight left turn onto the driveway for 1.2 miles to the headquarters at 1946 Fletcher Park Road. There is good year-round access.

Several towns and cities in proximity to the property include:

Wheatland, Wyoming (population 3,627)	15 miles east
Torrington, Wyoming (population 6,501)	69 miles east
Douglas, Wyoming (population 6,350)	71 miles north
Laramie, Wyoming (population 30,816)	84 miles southwest
Cheyenne, Wyoming (population 59,466)	84 miles south
Scottsbluff, Nebraska (population 15,039)	101 miles east
Casper, Wyoming (population 57,814)	121 miles northwest
Fort Collins, Colorado (population 143,986)	128 miles south
Denver, CO Metro Area (population 3,277,309)	183 miles south



SIZE & DESCRIPTION

1,842± acres of deeded areas

80.27± acres of Wyoming State Lease

1,922.27± total acres

The terrain of the Indian Springs Ranch consists of rolling grass hills with seasonal creeks and year-round springs. Live water includes the Dry Laramie, Pine Ditch and Wagonhound Creeks along with numerous springs. Cottonwoods, boxelder, elms, willows and chokecherry bushes shade the creeks providing excellent habitat for livestock and wildlife. The elevation on the property varies between 4,760 and 4,900 feet.



LEASE INFORMATION

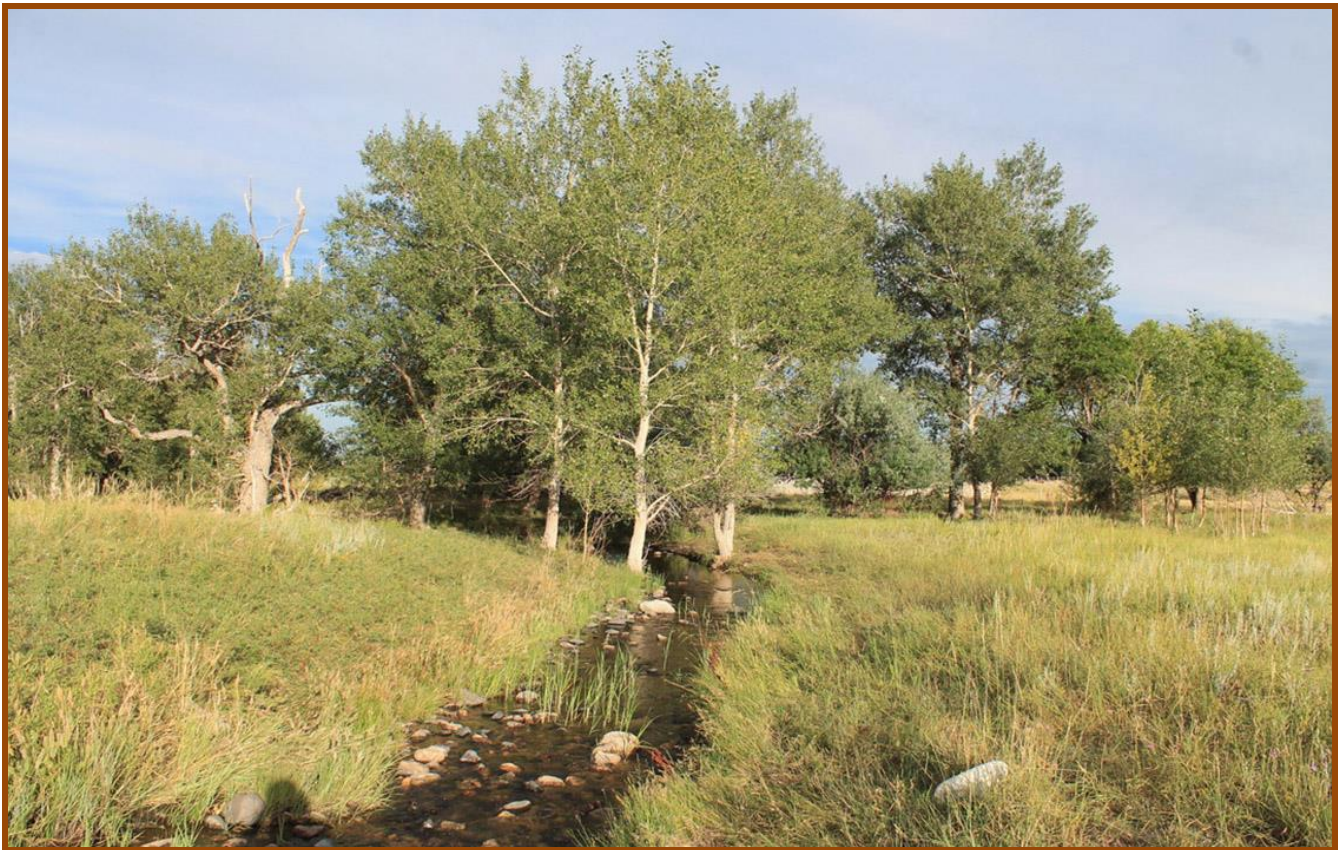
State of Wyoming leases are renewable every ten years with an annual payment due each year. The annual payments are assessed per AUM of each lease with the cost per AUM varying year to year as determined by the Office of Lands and Investments for the State of Wyoming. You may contact the Wyoming Office of State Lands and Investments for further information at (307) 777-7333.

Allotment Number	Total Acres	Total AUMs	Expiration Date	2019 Costs
1-8360	80.27	24	2025	\$148.32

Any and all leases associated with the subject property, upon approval of the appropriated agency, will transfer to Buyer. Seller agrees to relinquish all rights to any and all leases at day of closing.

WATER RESOURCES

- One well
- Two developed spring tanks
- Several seasonal creeks
- Multiple springs

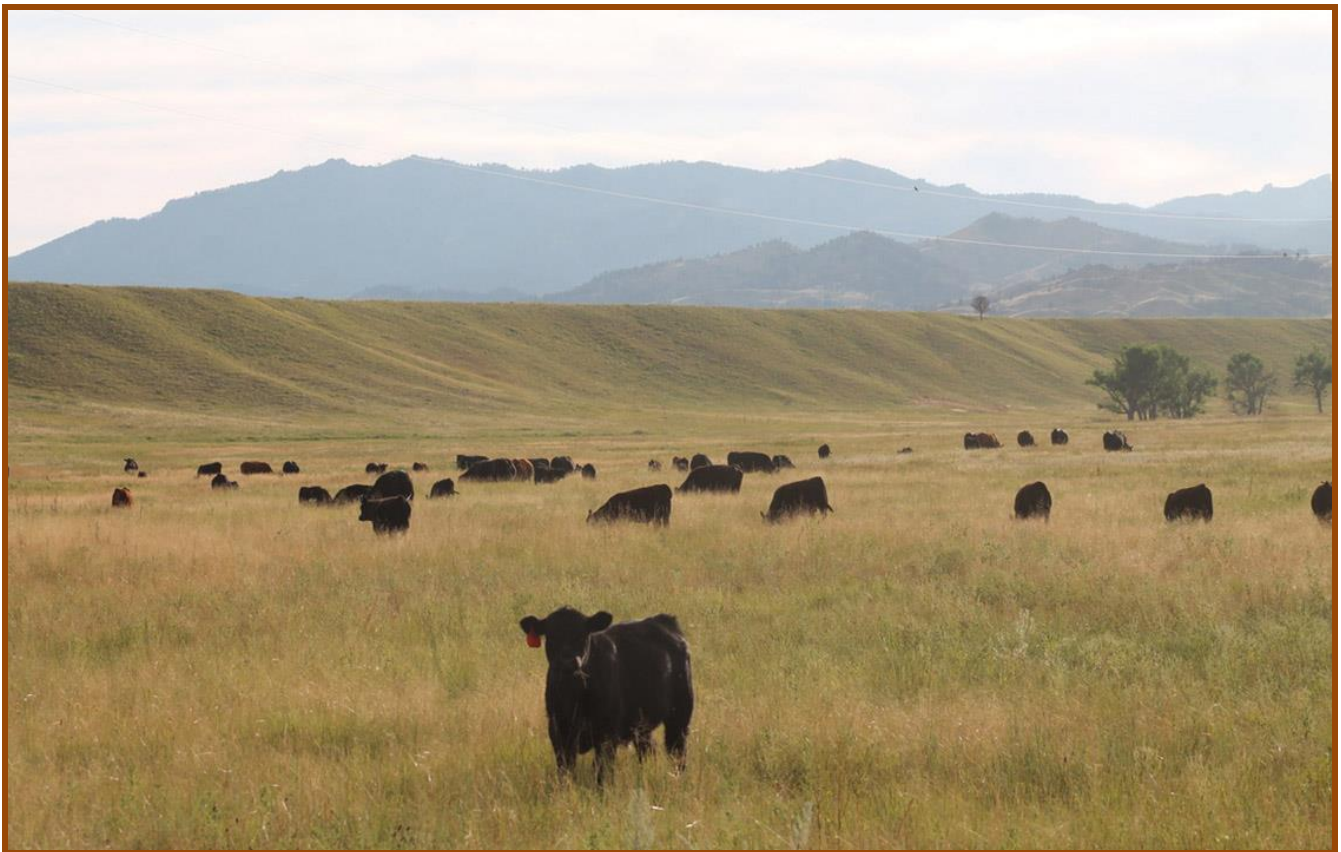


CARRYING CAPACITY / RANCH OPERATIONS

The Indian Springs Ranch has been owned by the same family since 1921 and has historically been a year-round cattle operation with the owner grazing approximately 90 to 120 cow/calf pairs, or approximately 200 head of yearling cattle.

The ranch has 50% new exterior fences with four strands of barbed wire strung on wood posts, and is cross-fenced into four pastures. There are approximately 140 acres of water rights that irrigate meadows via a concrete and dirt ditch. The ranch consists of quality grass with a variety of hard grass species, rich in protein content. The high protein hard grass that is common in this area typically yields weight gains of 1.8 to 2 pounds per day for yearling cattle. Three livestock markets in proximity to this ranch are Torrington, Crawford, and Scottsbluff.

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



MINERAL RIGHTS

All mineral rights, if any, will transfer to Buyer at day of closing. There is no oil, gas, or other mineral production on the property.

REAL ESTATE TAXES

According to the Platte County Assessor's records, the real estate taxes for the Ranch are approximately \$974 annually.

IMPROVEMENTS

The improvements on the Indian Springs Ranch consist of an older ranch home, corrals, loafing shed and wind breaks. The home is a three bedroom, 1 ½ bath with a new water heater, pressure tank and septic system.

Below is a list of utilities available in the area:

- Cell Phone – Cell coverage is available
- Water – Private well
- Electric – Wheatland REA
- Propane – owned tank, Frenchman Valley Coop





RECREATION & WILDLIFE

This ranch offers deer, antelope and turkey hunting. Please see the Wyoming Game and Fish web-site at <https://wgfd.wyo.gov/> for more specific dates and hunting regulations.

AIRPORT INFORMATION

Phifer Airfield is located one mile east of Wheatland and has an asphalt runway which measures 5,900' x 75'. Additional information is available at www.wheatlandwy.com/airport.htm.

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

Laramie, Wyoming: United Express Airlines operates flights daily from Laramie to Denver International Airport. For more information, visit <http://www.laramieairport.com/>.

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 <http://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 130 national and international destinations. For more information, visit the official website for Denver International Airport at www.flydenver.com.



COMMUNITY AMENITIES

Wheatland, Wyoming: is the county seat of Platte County and offers all the desirable amenities of a traditional, rural Wyoming town with its small-town friendliness and atmosphere. Located along I-25, Wheatland is close to farms and ranches, mountains, plains, reservoirs, and many historical and recreational sites. Wheatland has medical facilities at the Platte County Memorial Hospital and Nursing Home, an excellent K-12 school system, farm and ranch implement dealerships, veterinary clinics, several banks and shopping facilities, churches, restaurants, a nine-hole municipal golf course, and an airport. For additional information regarding Wheatland as well as the surrounding area, visit www.wheatlandwy.com.

Major employers in the Wheatland area include Platte County School District #1, Laramie River Station power plant, BNSF Railway, Platte County Memorial Hospital, JO Enterprises, Platte County School District #2, Wyoming Premium Farms, Britz-Heidbrink, and Camp Guernsey.

Douglas, Wyoming: Douglas, with a population of approximately 6,000 residents, offers a variety of modern amenities and conveniences including easy access to one of the Top 100 Critical Access Hospitals in the United States - Memorial Hospital of Converse County. Education facilities include elementary, junior high and high schools as well as a two-year college, Eastern Wyoming College. Located on I-25 and on the banks of the North Platte River, Douglas is home to the Wyoming State Fair and offers several other recreational activities throughout the year. Just minutes from the Medicine Bow National Forest, Douglas offers everything you would expect from small town Wyoming with all the modern conveniences of the larger towns including banks, medical clinics, professional services, hotels, fast food and shopping. For more information on Douglas visit www.cityofdouglas.org.

The Converse County Airport is located three miles north of Douglas and has two asphalt runways. Runway 11/29 is 6,532' x 100' and Runway 5/23 is 4,760' x 75'.

Additional information is available at <http://www.flyskyway.com/DGW/DGWAirportGuide.htm>.

Laramie, Wyoming: In 1868, the Union Pacific Railroad began to make its way across southern Wyoming. General Grenville Dodge, the chief surveyor for the railroad, chose the site and the name "Laramie". Laramie remained primarily a railroading town until the opening of the Wyoming Territorial Prison in 1873 and the establishment of the University of Wyoming in 1886. Today, the University of Wyoming is the only four-year university in the state and is home to approximately 13,000 students who can choose from as many as 190 different programs. An abundance of outdoor activities has made Laramie one of America's top college towns according to Outside Magazine. In addition, Laramie is also home to WyoTech, one of the largest and most respected technical institutes in the nation. WyoTech has become a leader in the industry and is home to several hundred students on a year-round basis. According to the 2010 Census, Laramie accounts for about 30,816 of Albany County's 36,299 residents. Laramie features all the community amenities of a large, college town. In addition to athletic and cultural events sponsored by the University of Wyoming, Laramie offers an excellent health-care facility, Iverson Memorial Hospital, as well as one of the area's premier orthopedic centers, Gem City Bone &

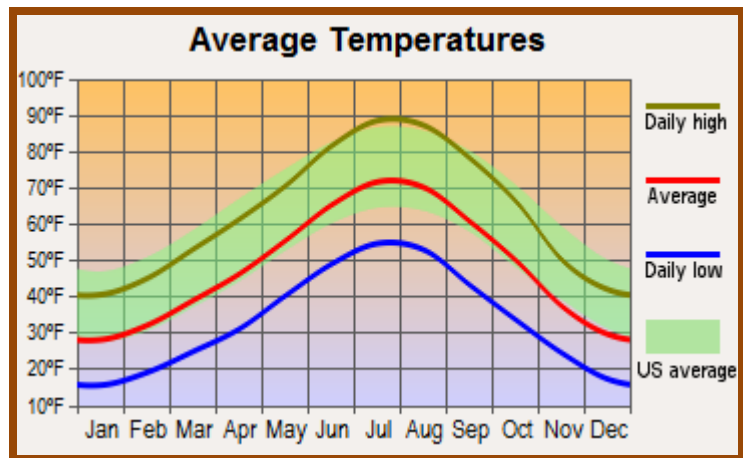
Joint. There are several medical and dental offices, over 75 dining establishments, numerous churches, banks, golf courses, fitness centers, retail stores, theatres, elementary schools, one middle school, one high school, and the Laramie Regional Airport. Laramie is also known for having one of the area's biggest and best Fourth of July celebrations – Laramie Jubilee Days. Starting with a concert and fireworks display on the 4th, Jubilee Days is an action-packed week of professional rodeo, bull riding, carnivals, parades, and street dances. For more information please visit the following websites:

- Laramie: www.laramie.org
- University of Wyoming: www.uwyo.edu
- WyoTech: www.wyotech.com



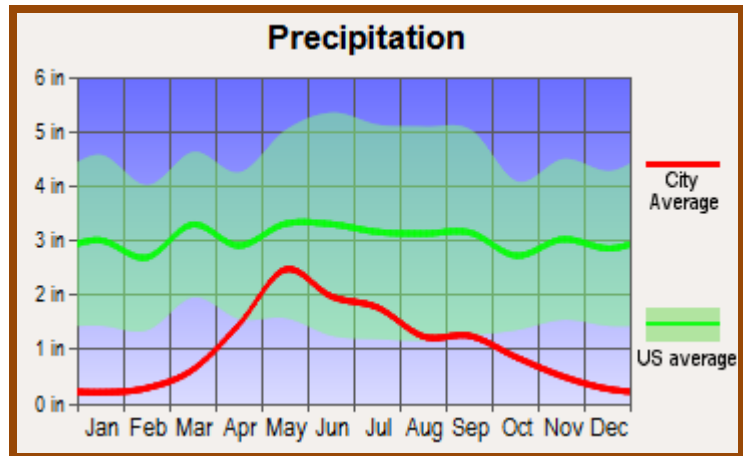
CLIMATE

According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Wheatland, Wyoming area is approximately 15.95 inches including 68.4 inches of snowfall. The average high temperature in January is 36 degrees, while the low is 13 degrees. The average high temperature in July is 83 degrees, while the low is 52 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:

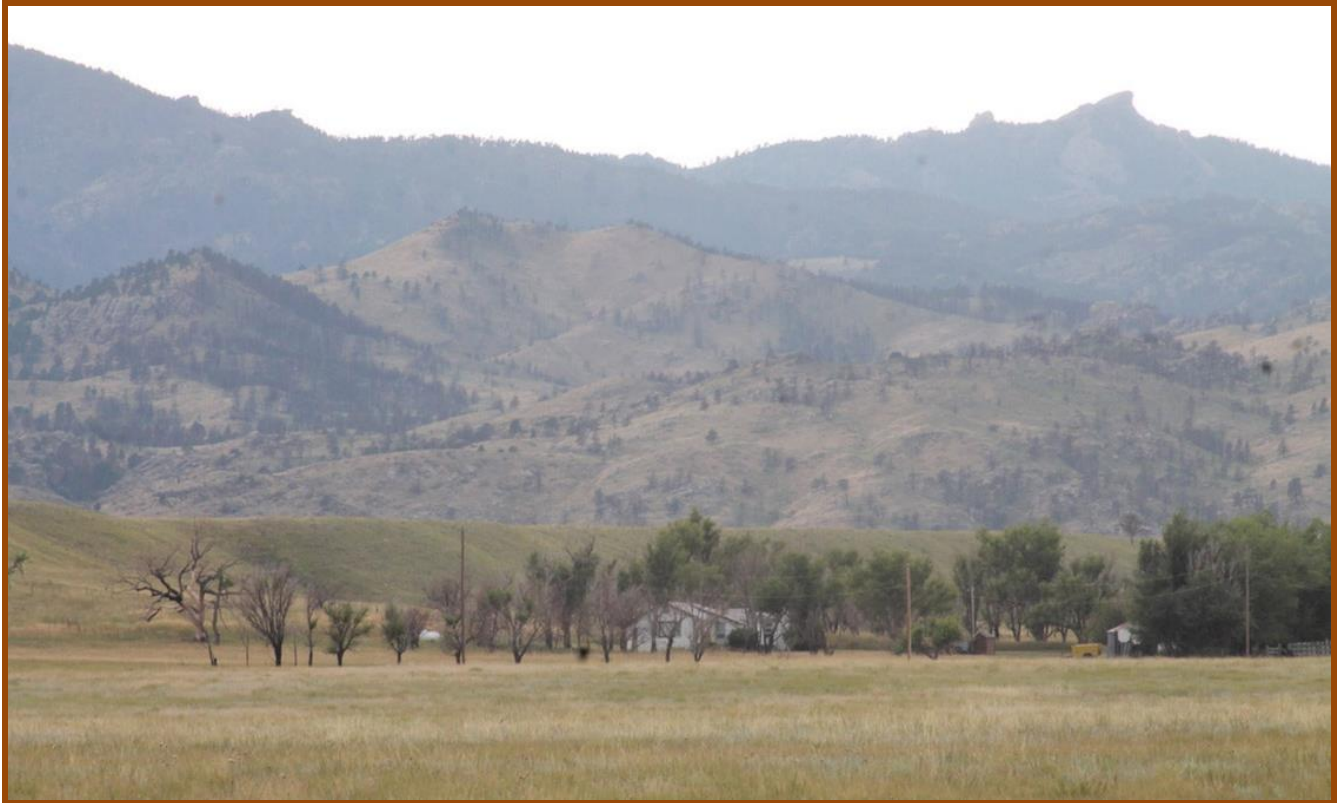
- No personal income tax
- Low property tax
- Favorable inheritance tax
- Favorable unemployment tax
- Low retail sales tax
- No corporate income tax
- No gross receipts tax
- No inventory tax

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. As of last year, Wyoming's poverty, home foreclosure, and unemployment rates were all among the lowest in the nation.

OFFERING PRICE

\$1,795,000

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 \$90,000 (Ninety 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.

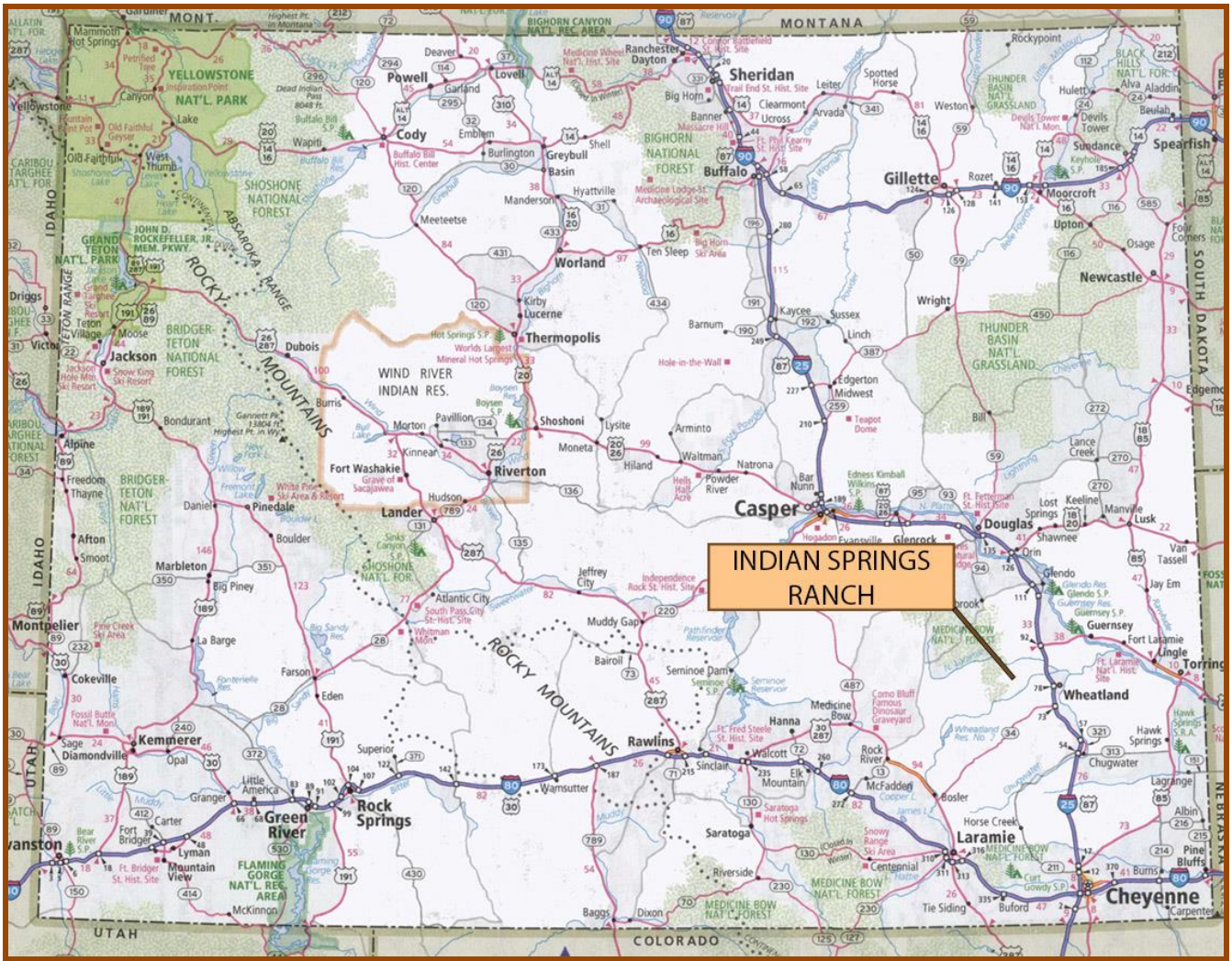
Boundaries shown on accompanying maps are approximate based on the legal description and may not indicate a survey. Maps are not to scale and are for visual aid only. Their accuracy is not guaranteed.



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.**

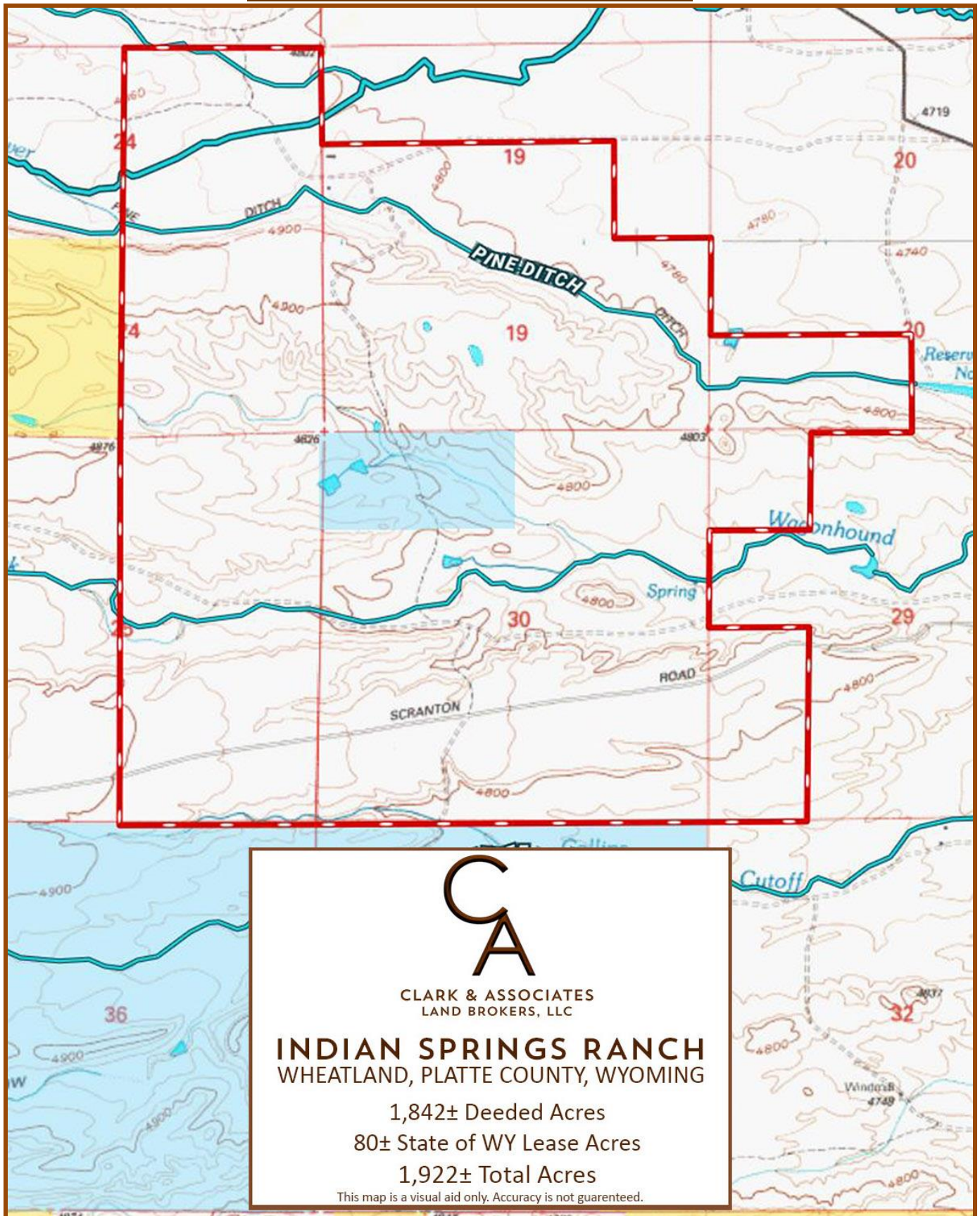
STATE LOCATION MAP



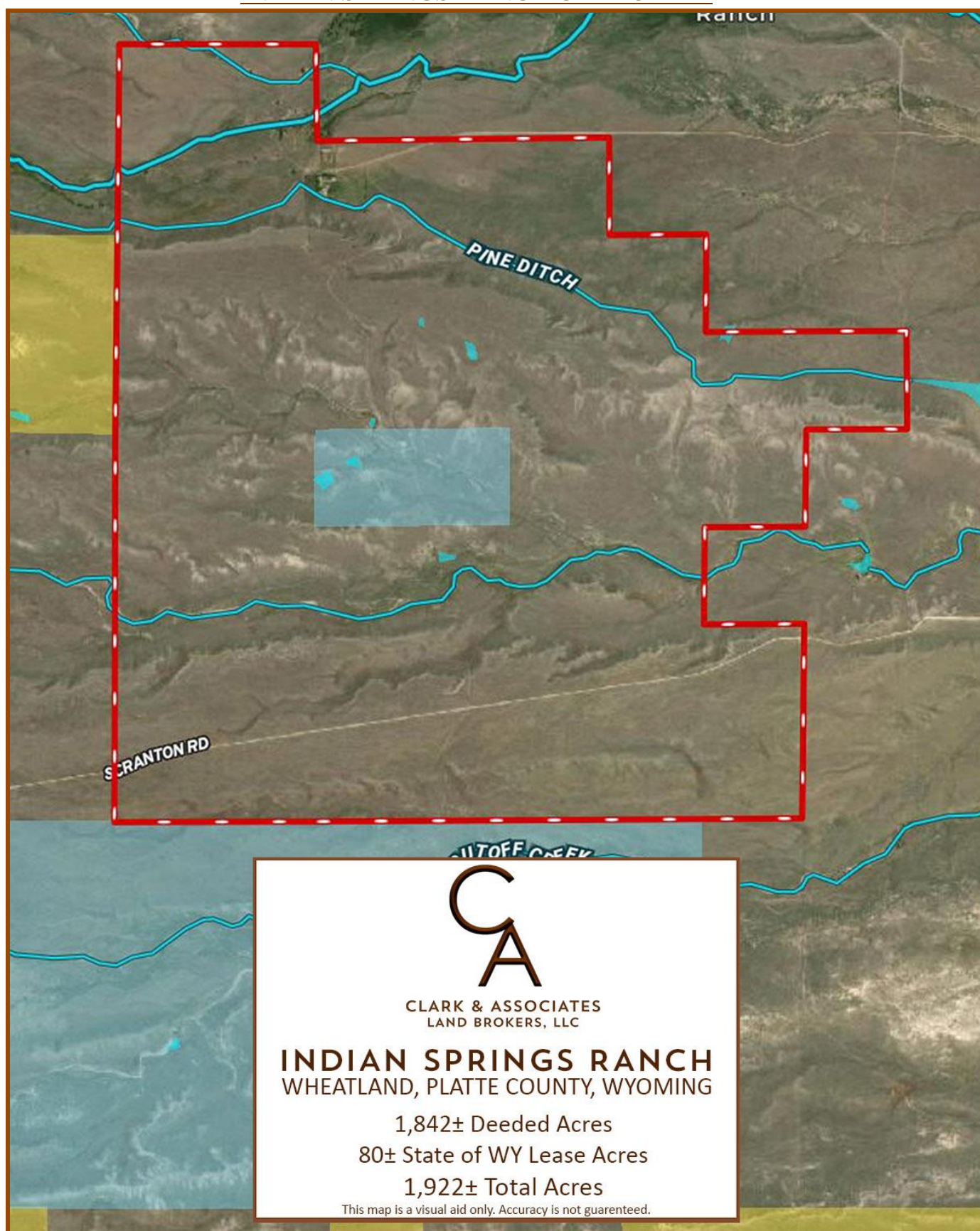
NOTES

[illegible]

INDIAN SPRINGS RANCH TOPO MAP



INDIAN SPRINGS RANCH ORTHO MAP



JR Barnes Consulting, LLC

502 Dayshia Lane
Cheyenne, WY 82007

307-630-8982

dtmjohn@bresnan.net

Sept. 6, 2019

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

- Re: Water Rights Search: Indian Springs Ranch – See attached legal description

Dear Mr. Clark,

A search of the State Engineer's 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 reference land description:

SURFACE WATER

Permit No. 11266D

Price No. 1 Ditch, Priority Date: May 18, 1912. Certificate Record No. 35, Page 56; Order Record No. 4, Page 663; Proof No. 12281. Source: Dry Laramie River, trib Laramie River, trib North Platte River. This is for original supply irrigation, stock and domestic use for the following lands:

T25N, R70W

Section 24	SWNE	9.10 acres
	<u>SENE</u>	<u>9.50 acres</u>
	TOTAL	18.60 acres (0.26 cfs)

Permit No. 11267D

Price No. 2 Ditch, Priority Date: May 18, 1912. Certificate Record No. 35, Page 57; Order Record No. 4, Page 663; Proof No. 12282. Source: Dry Laramie River, trib Laramie River, trib North Platte River. This is for original supply irrigation, stock and domestic use for the following lands:

T25N, R70W

Section 24	SWNE	15.40 acres	
	<u>SENE</u>	<u>16.70 acres</u>	
	TOTAL	31.20 acres	(0.46 cfs)

Permit No. 11268D

Price No. 3 Ditch, Priority Date: May 18, 1912. Certificate Record No. 35, Page 58; Order Record No. 4, Page 663; Proof No. 12283. Source: Dry Laramie River, trib Laramie River, trib North Platte River. This is for original supply irrigation, stock and domestic use for the following lands:

T25N, R70W

Section 24	NENE	16.20 acres	(0.23 cfs)
------------	------	-------------	------------

Permit No. 12241D

No. 1 Ditch, Priority Date: Jan 21, 1914. Certificate Record No. 39, Page 685; Order Record No. 5, Page 476; Proof No. 15609. Source: Dugout Creek, trib Dry Laramie River, trib Laramie River, trib North Platte River. This is for stock and domestic use and to fill Naffziger Reservoir, P2590R, and original supply irrigation for the following lands:

T25N, R69W

Section 30	SWNW	23.20 acres	
	<u>SENW</u>	<u>10.80 acres</u>	
	TOTAL	34.0 acres	(0.48 cfs)

Permit No. 12242D

No. 2 Ditch, Priority Date: Jan 21, 1914. Certificate Record No. 39, Page 686; Order Record No. 5, Page 476; Proof No. 15610. Source: Dugout Creek thru Naffziger Reservoir, trib Dry Laramie River, trib Laramie River, trib North Platte River. This is for stock and domestic use and original supply irrigation for the following lands:

T25N, R69W

Section 30	NENE	24.00 acres	
	NWNE	8.00 acres	
Section 29	<u>NWNW</u>	<u>20.00 acres</u>	
	TOTAL	52.0 acres	(0.74 cfs)

Permit No. 12243D

No. 3 Ditch, Priority Date: Jan 21, 1914. Certificate Record No. 39, Page 687; Order Record No. 5, Page 476; Proof No. 15611. Source: Dugout Creek, trib Dry Laramie River, trib Laramie River, trib North Platte River. This is for stock and domestic use and original supply irrigation for the following lands:

T25N, R69W

Section 30	SWNE	6.00 acres	
	SENE	16.80 acres	
	<u>SENW</u>	<u>6.40 acres</u>	
	TOTAL	29.20 acres	(0.42 cfs)

Permit No. 3183E

Dalpa Jane Enlargement of the Price No. 1 Ditch, Priority Date: July 7, 1915. Certificate Record No. 38, Page 329; Order Record No. 5, Page 334; Proof No. 14679. Source: Dry Laramie River, trib Laramie River, trib North Platte River. This is for stock and domestic use and original supply irrigation for the following lands:

T25N, R69W

Section 19	NESE	35.20 acres	
	SESE	5.40 acres	
Section 20	SWSW	21.60 acres	
	<u>SESW</u>	<u>28.00 acres</u>	
	TOTAL	90.20 acres	(1.29 cfs)

Permit No. 3184E

Enlarged Price No. 1 Ditch, Priority Date: May 5, 1954. Certificate Record No. 38, Page 330; Order Record No. 5, Page 334; Proof No. 14680. Source: Dry Laramie River, trib Laramie River, trib North Platte River. This is for original supply irrigation for the following lands:

T25N, R69W

Section 19	SWNE	20.00 acres	
	SWNW	15.00 acres	
	SENE	20.00 acres	
	<u>NWSE</u>	<u>20.00 acres</u>	
	TOTAL	75.00 acres	(1.07 cfs)

Permit No. 2590R

Naffziger Reservoir, Priority Date: Jan 21, 1914. Certificate Record No. 39, Page 684; Order Record No. 5, Page 476; Proof No. 15608. Source: Dugout Creek, trib Dry Laramie River, trib Laramie River, trib North Platte River. This is for stock, domestic, and irrigation use with a capacity of 77.8 ac-ft and is located as follows:

T25N, R70W

Section 25 NENE

T25N, R69W

Section 30 NWNW

GROUNDWATER

Permit No. UW46560

Stumbough Springs #1 Well, Priority Date: Feb 9, 1979. Source: Groundwater. This permit is for stock use at 15 gpm at the following location:

T25, R69W

Section 30 SENW

These are records found in the State Engineer's Office and Board of Control records as of September 26, 2019, 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:



Scott Leach
Associate Broker,
REALTOR®

Cell: 307-331-9095

scott@clarklandbrokers.com

Licensed in WY, CO, NE
& SD



Cory Clark
Broker, REALTOR®

Cell: 307-351-9556

clark@clarklandbrokers.com

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

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

(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

Logan Schliinz - Associate Broker

(307) 575-5236 ~ *logan@clarklandbrokers.com*
Licensed in CO, NE, SD & WY

Scott Leach - Associate Broker

(307) 331-9095 ~ *scott@clarklandbrokers.com*
Licensed in WY, CO, SD & NE

Jon Keil – Associate Broker

(307) 331-2833 ~ *jon@keil.land*
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 _____