



**CLARK & ASSOCIATES
LAND BROKERS, LLC**

Specializing in Farm, Ranch, Recreational & Auction Properties

Proudly Presents



BARLEAN RANCH

Waltman, Natrona County, Wyoming

The Barlean Ranch consists of 10,537.33± total contiguous acres, located south of the Bighorn Mountain foothills with excellent livestock grazing opportunities.

LOCATION & ACCESS

The Barlean Ranch is located approximately 50 miles west of Casper, Wyoming. To access the property, travel west on US Highway 20-26 to Waltman; turn left onto Gas Hills Road, traveling south for 1.2 miles.

Several towns and cities in proximity to the property include:

- | | |
|--|---------------------|
| • Casper, Wyoming (population 55,316) | 50 miles east |
| • Riverton, Wyoming (population 10,615) | 70 miles southwest |
| • Laramie, Wyoming (population 30,816) | 190 miles southeast |
| • Torrington, Wyoming (population 6,501) | 190 miles southeast |
| • Scottsbluff, Nebraska (population 15,039) | 225 miles southeast |
| • Cheyenne, Wyoming (population 59,466) | 225 miles southeast |
| • Billings, Montana (population 104,170) | 275 miles northwest |
| • Rapid City, South Dakota (population 67,956) | 312 miles northeast |
| • Denver, Colorado (population 701,621) | 325 miles southeast |



SIZE & DESCRIPTION

5,727.33± Deeded Acres

4,810± BLM Lease Acres

10,537.33± Total Contiguous Acres

The Barlean Ranch is fenced with four and five strands of barbed wire on steel posts. It is cross fenced into six pastures for rotational grazing.

With elevations of 6,000± feet above sea level, the terrain of the ranch is made up of mostly gentle rolling hills with typical high desert grass and short sage cover. Two seasonal drainage waterways run through the property including the South Fork of the Powder River and Sand Draw that fill reservoirs providing water for livestock. There are four permitted reservoirs, and seven permitted stock wells,

WATER RESOURCES

Two seasonal drainage waterways flow through the property; the South Fork of the Powder River and Sand Draws. These feed four permitted reservoirs. A complete water summary is attached to this brochure.

Domestic & Stock Wells

Well Name	Permit Number	GPM	Use
Miller #6	UW17524	10	Stock
Springsteen #1	UW18232	12	Dom/Stock
Springsteen #2	UW18233	20	Dom/Stock
Springsteen #3	UW18234	20	Dom/Stock
Springsteen #4	UW18235	20	Dom/Stock
Springsteen #5	UW18236	8	Stock
Springsteen #6	UW18237	10	Stock

Irrigation Wells

Well Name	Permit Number	GPM	Use	Acres
*Tiffany	UW144429	800	Irrigation	1,440
*Kenneth	UW145085	800	Irrigation	2,120
*Grandpa #7	UW146345	800	Irrigation	960
*Cory	UW154819	650	Irrigation	940
*GLW	UW154820	550	Irrigation	660

* Require filing of beneficial use map for adjudication.

REAL ESTATE TAXES

According to the Natrona County Assessor's records, the real estate taxes for the Barlean Ranch are approximately \$21,136 annually, zoned as a Residential Vacant category. Prospective Buyers should anticipate significantly lower property taxes once the land is reclassified as Agricultural.



MINERAL RIGHTS

Any and all mineral rights associated with the subject property owned by Seller, if any, will transfer to Buyer at day of closing.

LEASE INFORMATION

The Bureau of Land Management lease associated with the Barlean Ranch consists of a total of 4,810± acres. Lease #4914831 of the Barlean Ranch allows for 626 AUMs and is permitted to graze the lease ground from May 15th to November 15th each year of the lease.

BLM leases are renewable every ten years and are assessed \$1.35 per AUM for 2019. You may call the Casper BLM office at (307) 261-7600 for further information.

CARRYING CAPACITY / RANCH OPERATIONS

The Barlean Ranch has an estimated carrying capacity of 147 cow/calf pairs year-round or 700± head of yearlings for 4.5 to five months during the summer grazing season. The grass is high quality with a variety of hard grass species, rich in protein content. It is common for weight gains of 1.8 to 2 pounds per day on yearling cattle. The ranch is cross-fenced for flexible management and efficient grazing rotation. Most fences are four strands of barbed wire with steel posts and are in good condition. Approximately 1,000 acres of the ranch were pivot irrigated around 15 years ago, but have laid fallow since.

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



IMPROVEMENTS

The only improvements on the ranch are an older set of working corrals and an old homestead area on the ranch, both of which are in need of repairs.

UTILITIES

There are several electrical poles with meters at various locations on the property.

RECREATION & WILDLIFE

There are mule deer and antelope on the property in addition to small game animals. The North Platte River flows through Natrona County as well as through Casper. Three large reservoirs have been created along the North Platte River: Alcova, Seminole, and Gray Reef. In addition to the many recreational resources, all three of the reservoirs provide irrigation water for Wyoming and Nebraska. Below Gray Reef Dam, there exists a tail-water fishery that is known for large rainbow, cutthroat, and brown trout. Gray Reef Dam and Miracle Mile near Alcova Reservoir are known as premier fly fishing destinations with world-wide recognition.

COMMUNITY AMENITIES

Casper, Wyoming is located in central Wyoming and is the second largest city in the state. Casper is the county seat of Natrona County and in addition to city and county government offices, it also has several federal government offices including a branch office of the 10th Circuit Federal Court, Social Security Administration, and the Federal Bureau of Investigation to name a few.

Casper is the site of the Central Wyoming Fair & Rodeo which is held annually during the second week of July featuring PRCA rodeo action, carnivals, 4-H and open exhibits and concerts. The National Collegiate Rodeo Finals are also held in Casper in June of each year and showcase the best of the nation's young college rodeo stars.

AIRPORT INFORMATION

Commercial airline service is available at Casper, Wyoming 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>.

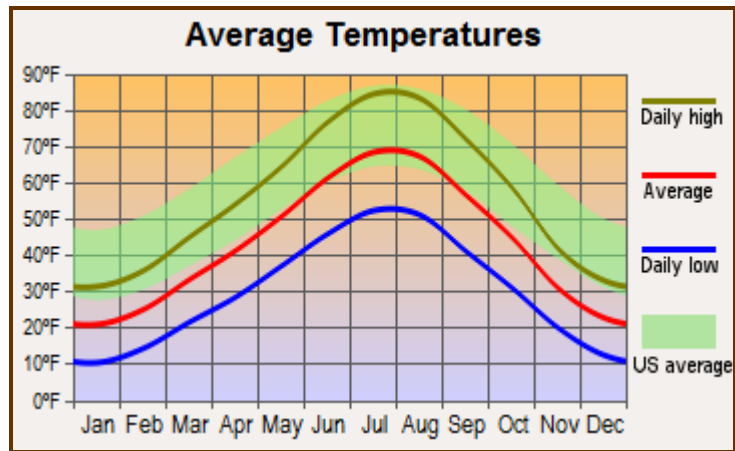
Denver, Colorado: Denver International Airport is open 24-hours-a-day, seven days a week and is served by most major airlines and select charters, providing nonstop daily service to more than 170 national and international destinations. For more information, visit the official web site for Denver International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





CLIMATE

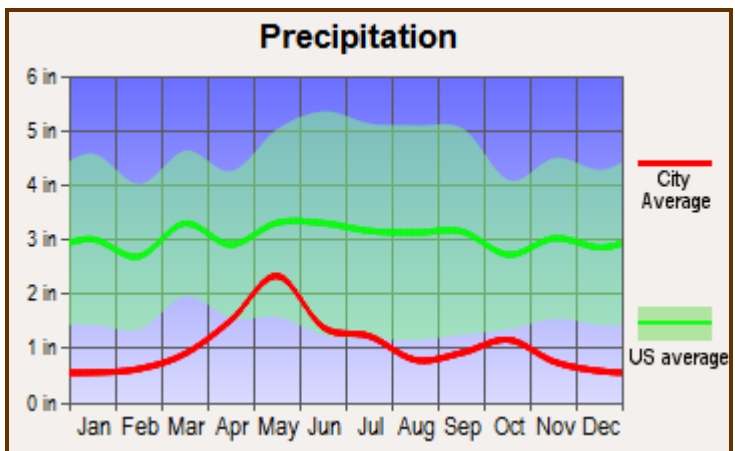
According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Casper, Wyoming area is approximately 12 inches including 76 inches of snow fall. The average high temperature in January is 34 degrees, while the low is 13 degrees. The average high temperature in July is 88 degrees, while the low is 54 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

Price Reduced to \$2,200,000

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 \$112,500 (One Hundred Twelve Thousand Five Hundred 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.

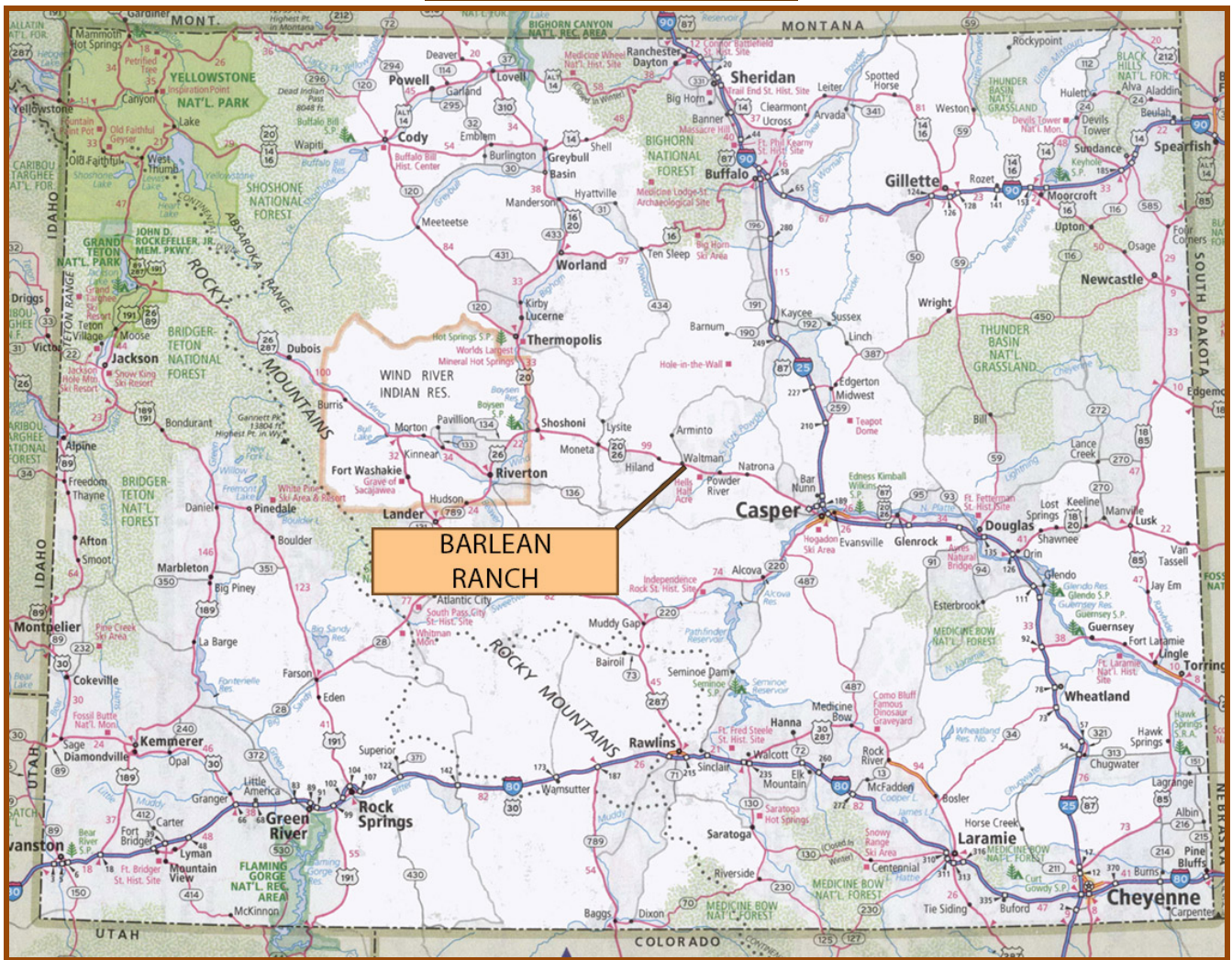
Boundaries shown on accompanying maps are approximate based on the legal description and may not indicate a survey. Maps are not to scale and are for visual aid only. Their accuracy is not guaranteed.



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.**

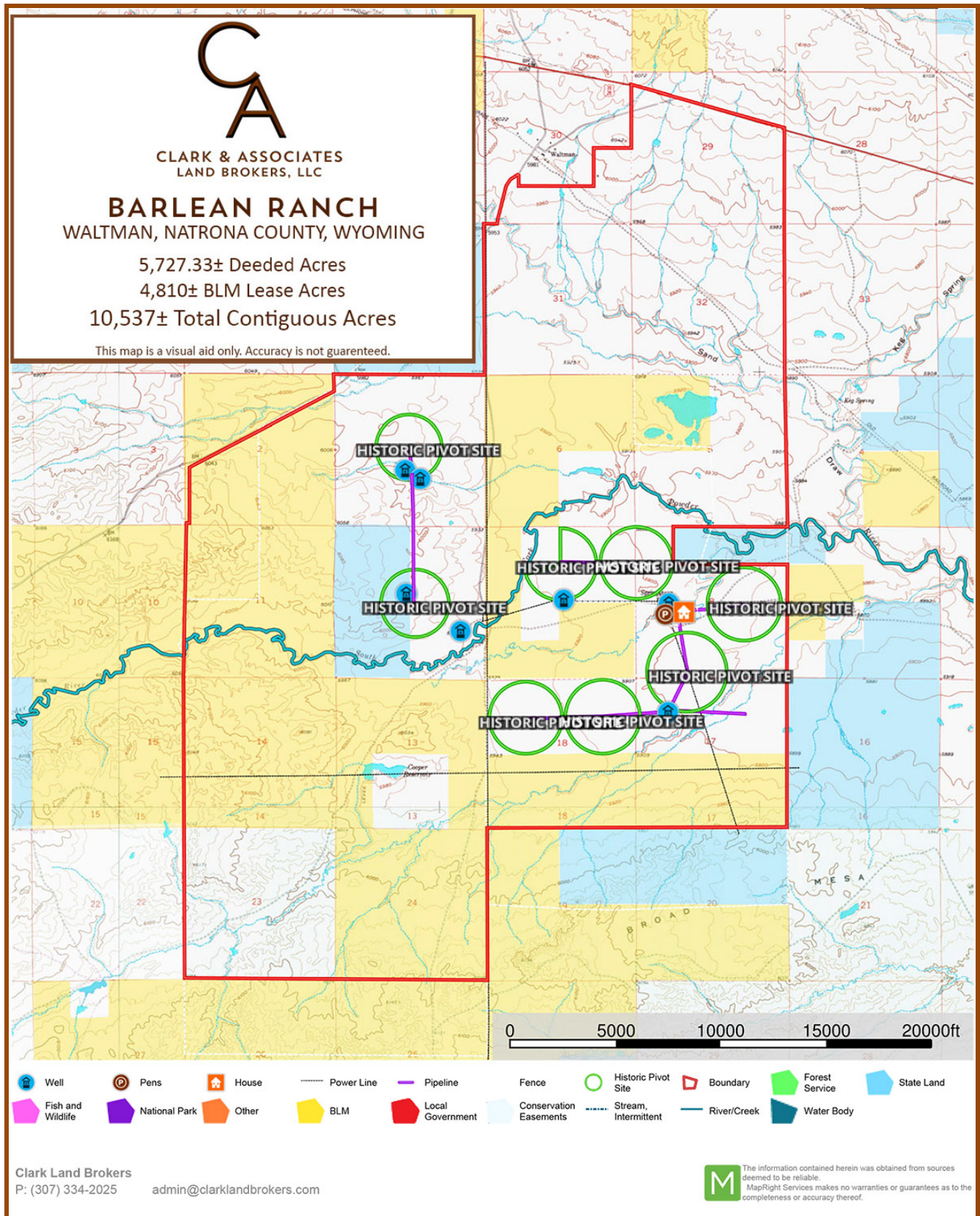
STATE LOCATION MAP



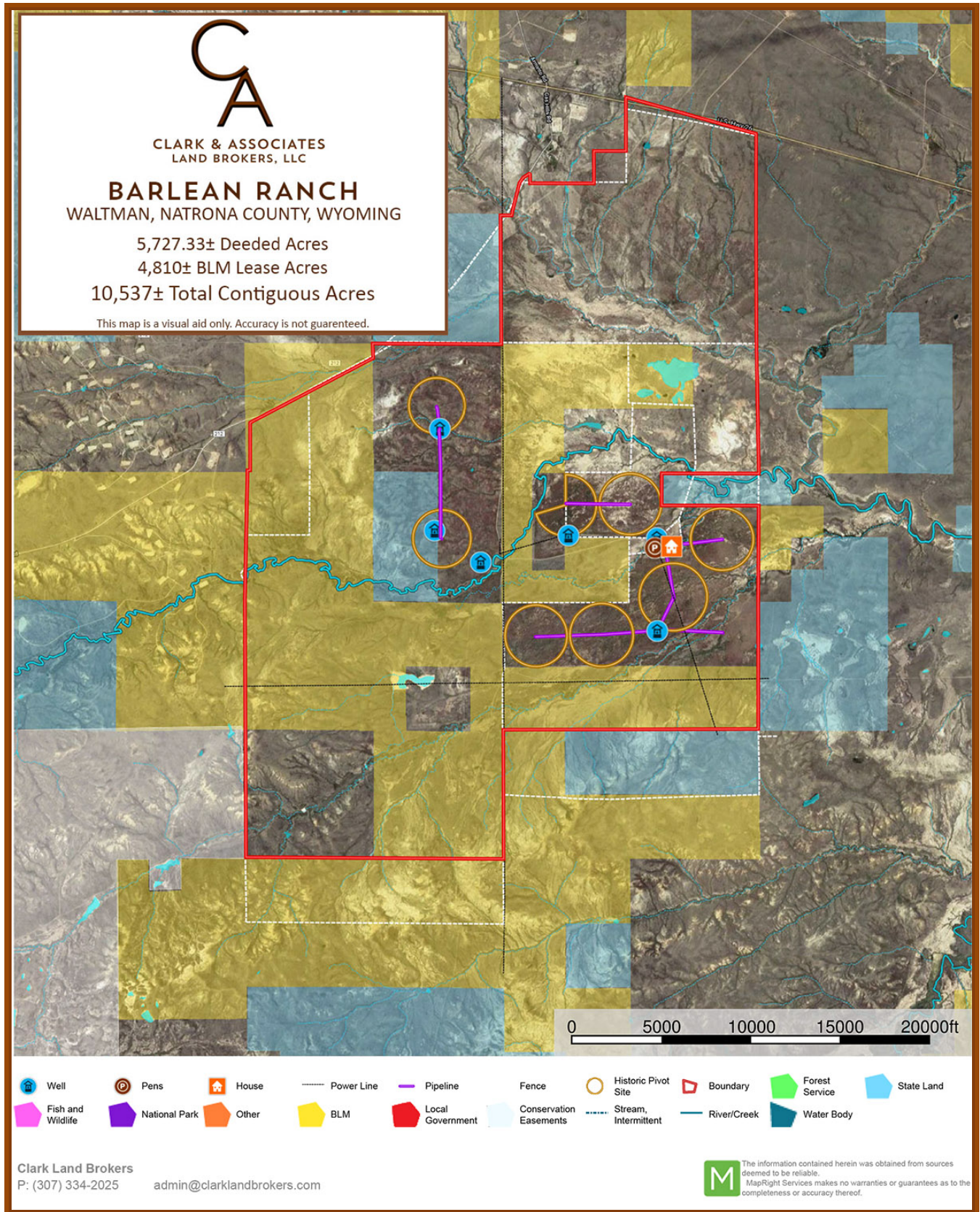
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BARLEAN RANCH TOPO MAP



BARLEAN RANCH ORTHO MAP



JR Barnes Consulting, LLC

502 Dayshia Lane
Cheyenne, WY 82007

307-630-8982

dtmjohnd@bresnan.net

October 21, 2020

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

Re: Water Rights Search: Barlean Ranch – 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:

SURFACE WATER

Permit No. 18758 (see map with P4711R)

Cooper Inlet Ditch, Priority Date: January 26, 1933. Certificate Record No. 57, page 172; Order Record No. 10, page 54; Proof No. 22420. Source: Branch of South Fork Powder, trib South Fork Powder River, trib Powder River, trib Yellowstone River. This ditch is used to supply Cooper Reservoir, P4711R.

Permit No. 4711R

Cooper Reservoir, Priority Date: January 26, 1933. Certificate Record No. R-1, page 152; Order Record No. 10, page 57; Proof No. 22422. Source: Branch of South Fork Powder, trib South Fork Powder River, trib Powder River, trib Yellowstone River. This reservoir is for stock and domestic purposes with a capacity of 94.5 acre-feet at the following location:

T35N, R87W

Section 13 N½SW¼

Permit No. 1938S

Aspirin Draw Stock Reservoir, Priority Date: Mar 18, 1957. Source: Aspirin Draw, trib Aspirin Creek, trib South Fork Powder River, trib Powder River, trib Yellowstone River. This reservoir is for stock purposes with a capacity of 19.5 acre-feet at the following location:

T35N, R86W

Section 6 NESE

Permit No. 7859S

South Fork Stock Reservoir, Priority Date: Nov. 19, 1974. Source: Branch of South Fork Powder River, trib South Fork Powder River, trib Powder River, trib Yellowstone River. This reservoir is for stock purposes with a capacity of 3.36 acre-feet at the following location:

T35N, R87W

Section 23 NESW

GROUNDWATER

Permit No. UW 15724

Miller No. 6 Well, Priority Date: Dec 31, 1943. Source: Groundwater. This permit is for stock use at 10 gpm at the following location:

T35N, R86 W

Section 6 NWSE

Permit No. UW 18232

Springsteen No. 1 Well, Priority Date: Dec 31, 1937. Source: Groundwater. This permit is for domestic and stock use at 12 gpm at the following location:

T35N, R86 W

Section 8 NWSW

Permit No. UW 18233

Springsteen No. 2 Well, Priority Date: Dec 31, 1962. Source: Groundwater. This permit is for domestic and stock use at 20 gpm at the following location:

T35N, R86 W

Section 8 NESW

Permit No. UW 18234

Springsteen No. 3 Well, Priority Date: Dec 31, 1962. Source: Groundwater. This permit is for domestic and stock use at 20 gpm at the following location:

T35N, R86 W

Section 8 NESW

Permit No. UW 18235

Springsteen No. 4 Well, Priority Date: Dec 31, 1962. Source: Groundwater. This permit is for domestic and stock use at 20 gpm at the following location:

T35N, R86 W

Section 8 NESW

Permit No. UW 18236

Springsteen No. 5 Well, Priority Date: Dec 31, 1942. Source: Groundwater. This permit is for stock use at 8 gpm at the following location:

T35N, R86 W

Section 7 SWNE

Permit No. UW 18237

Springsteen No. 6 Well, Priority Date: Dec 31, 1942. Source: Groundwater. This permit is for stock use at 10 gpm at the following location:

T35N, R87 W

Section 12 NESE

Permit No. UW 144429

Tiffany Well, Priority Date: May 3, 2002. Source: Groundwater. This permit is for irrigation use at 800 gpm and an annual volume of 13,824,000 gallons at the following location:

Well Location

T35N, R86 W

Section 8 NWSW

Original supply irrigation:

T35N, R86 W

Section 7	NENE	40.00 acres
	NWNE	40.00 acres
	SWNE	40.00 acres
	SENE	40.00 acres
	NENW	40.00 acres
	SENW	40.00 acres
	NESW	40.00 acres
Section 8	SWNE	40.00 acres
	SENE	40.00 acres
	NENW	40.00 acres
	SWNW	40.00 acres
	SENW	40.00 acres

	NESW	40.00 acres
	SWNW	40.00 acres
	SENW	40.00 acres
	NESW	40.00 acres
	NWSW	40.00 acres
	SWSW	40.00 acres
	SESW	40.00 acres
	NESE	40.00 acres
	NWSE	40.00 acres
	SWSE	40.00 acres
	SESE	40.00 acres
Section 17	NENE	40.00 acres
	NWNE	40.00 acres
	SWNE	40.00 acres
	SENE	40.00 acres
	NENW	40.00 acres
	NWNW	40.00 acres
	SWNW	40.00 acres
	SENW	40.00 acres
Section 18	NENE	40.00 acres
	NWNE	40.00 acres
	SWNE	40.00 acres
	SENE	40.00 acres
	NENW	40.00 acres
	NWNW	40.00 acres
	SWNW	40.00 acres
	<u>SENW</u>	<u>40.00 acres</u>
	TOTAL	1440.00 acres

The statement of completion and the beneficial use statements were filed for this permit. The beneficial use map has not been filed for this permit to allow it to go to adjudication. The aerial photo shows no indication of irrigation in this area.

Permit No. UW 145085

Kenneth Well, Priority Date: May 21, 2002. Source: Groundwater. This permit is for irrigation use at 800 gpm and an annual volume of 13,824,000 gallons at the following location:

Well Location

T35N, R87 W

Section 1 NWSE

Original supply irrigation:

T35N, R87 W

Section 1	NENE	40.00 acres
	NWNE	40.00 acres
	SWNE	40.00 acres
	SENE	40.00 acres
	NENW	40.00 acres
	NWNW	40.00 acres
	SWNW	40.00 acres
	SENW	40.00 acres
	NESW	40.00 acres
	NWSW	40.00 acres
	SWSW	40.00 acres
	SESW	40.00 acres
	NESE	40.00 acres
	NWSE	40.00 acres
	SWSE	40.00 acres
	SESE	40.00 acres

Section 12	NENE	40.00 acres
	NWNE	40.00 acres
	SWNE	40.00 acres
	SENE	40.00 acres
	NENW	40.00 acres
	NWNW	40.00 acres
	SWNW	40.00 acres
	SENW	40.00 acres
	NESW	40.00 acres
	NWSW	40.00 acres
	SWSW	40.00 acres
	SESW	40.00 acres
	NESE	40.00 acres
	NWSE	40.00 acres
	SWSE	40.00 acres
	SESE	40.00 acres

Section 36	SESW	40.00 acres
	NESE	40.00 acres
	NWSE	40.00 acres
	SWSE	40.00 acres
	SESE	40.00 acres

T35N, R86W

Section 31	NENE	40.00 acres
	NWNE	40.00 acres
	SWNE	40.00 acres
	SENE	40.00 acres
	NENW	40.00 acres
	NWNW	40.00 acres
	SWNW	40.00 acres
	SENW	40.00 acres

NESW	40.00 acres
NWSW	40.00 acres
SWSW	40.00 acres
SESW	40.00 acres
NESE	40.00 acres
NWSE	40.00 acres
SWSE	40.00 acres
<u>SESE</u>	<u>40.00 acres</u>
TOTAL	2120.00 acres

The statement of completion and the beneficial use statements were filed for this permit. The beneficial use map has not been filed for this permit to allow it to go to adjudication. The aerial photo shows no indication of irrigation in this area.

Permit No. UW 145086

Kimberly Well, Priority Date: May 21, 2002. Source: Groundwater. This permit is for irrigation use at 1500 gpm and an annual volume of 2400 acre-feet at the following location:

Well Location

T36N, R86 W

Section 32 NESW

This permit can be revived if the well was drilled. The statement of completion would need to be filed and a notarized statement of beneficial use indicating the water was beneficially used on the permitted lands prior to December 31, 2005.

Permit No. UW 146345

Grand Pa #7 Well, Priority Date: Aug 16, 2002. Source: Groundwater. This permit is for irrigation use at 800 gpm and an annual volume of 13,824,000 gallons at the following location:

Well Location

T35N, R86 W

Section 17 NWNW

Original supply irrigation:

T35N, R86 W

Section 8	NESW	40.00 acres
	NWSW	40.00 acres
	SWSW	40.00 acres
	SESW	40.00 acres
	NESE	40.00 acres
	NWSE	40.00 acres
	SWSE	40.00 acres
	SESE	40.00 acres
Section 17	NENE	40.00 acres
	NWNE	40.00 acres
	SWNE	40.00 acres
	SENE	40.00 acres
	NENW	40.00 acres
	NWNW	40.00 acres
	SWNW	40.00 acres
	SENW	40.00 acres
Section 18	NENE	40.00 acres
	NWNE	40.00 acres
	SWNE	40.00 acres
	SENE	40.00 acres
	NENW	40.00 acres
	NWNW	40.00 acres
	SWNW	40.00 acres
	<u>SENW</u>	<u>40.00 acres</u>
	TOTAL	960.00 acres

The statement of completion and the beneficial use statements were filed for this permit. The beneficial use map has not been filed for this permit to allow it to go to adjudication. The aerial photo shows no indication of irrigation in this area.

Permit No. UW 146346

Cory #9 Well, Priority Date: Aug 16, 2002. Source: Groundwater. This permit is for irrigation use at 1500 gpm and an annual volume of 2400 acre-feet at the following location:

Well Location

T35N, R87 W

Section 12 NWNE

This permit can be revived if the well was drilled. The statement of completion would need to be filed and a notarized statement of beneficial use indicating the water was beneficially used on the permitted lands prior to December 31, 2005.

Permit No. UW 146636

Coleen #10 Well, Priority Date: Aug 16, 2002. Source: Groundwater. This permit is for irrigation, stock, and miscellaneous (reservoir supply) use at 1500 gpm and an annual volume of 2400 acre-feet at the following location:

Well Location

T35N, R87 W

Section 13 SWSE

This permit can be revived if the well was drilled. The statement of completion would need to be filed and a notarized statement of beneficial use indicating the water was beneficially used on the permitted lands and points of use prior to December 31, 2004.

Permit No. UW 146637

Owin #11 Well, Priority Date: Aug 16, 2002. Source: Groundwater. This permit is for irrigation, stock, and miscellaneous (reservoir supply) use at 1500 gpm and an annual volume of 2400 acre-feet at the following location:

Well Location

T35N, R87 W

Section 23 NWSE

This permit can be revived if the well was drilled. The statement of completion would need to be filed and a notarized statement of beneficial use indicating the water was beneficially use on the permitted lands and points of use prior to December 31, 2005.

Permit No. UW 153285

GLW Well, Priority Date: Aug 27, 2003. Source: Groundwater. This permit is for irrigation use at 1500 gpm and an annual volume of 2400 acre-feet at the following location:

Well Location

T36N, R86 W

Section 29 SWSW

This permit can be revived if the well was drilled. The statement of completion would need to be filed and a notarized statement of beneficial use indicating the water was beneficially use on the permitted lands prior to December 31, 2005.

Permit No. UW 154819

Cory Well, Priority Date: Oct 29, 2003. Source: Groundwater. This permit is for irrigation use at 650 gpm and an annual volume of 1600 acre-feet at the following location:

Well Location

T35N, R87 W

Section 12 NWSE

Additional supply irrigation:

T35N, R87 W

Section 1	NENE	40.00 acres
	NWNE	40.00 acres
	SWNE	40.00 acres
	SENE	40.00 acres
	NENW	40.00 acres
	NWNW	40.00 acres
	SWNW	40.00 acres
	SENW	40.00 acres

	NESW	40.00 acres
	NWSW	40.00 acres
	SWSW	40.00 acres
	SESW	40.00 acres
	NESE	40.00 acres
	NWSE	40.00 acres
	SWSE	40.00 acres
	SESE	40.00 acres
Section 12	NENE	40.00 acres
	NWNE	40.00 acres
	SWNE	40.00 acres
	SENE	40.00 acres
	NESE	40.00 acres
	NWSE	40.00 acres
	SWSE	40.00 acres
	<u>SESE</u>	<u>20.00 acres</u>
	TOTAL	940.00 acres

The statement of completion and the beneficial use statements were filed for this permit. The beneficial use map has not been filed for this permit to allow it to go to adjudication. The aerial photo shows no indication of irrigation in this area.

Permit No. UW 154820

GLW Well, Priority Date: Oct 29, 2003. Source: Groundwater. The permit is for irrigation at a rate of 550 gpm and an annual volume of 79,200,000 gallons at the following location:

Well location:

T36N, R86W

Section 29 SESW

Additional supply irrigation having original supply from the Kimberly Well, UW 145086.

T36N, R86W

Section 29	SWNW	40.00 acres
	SESW	40.00 acres
	NESW	40.00 acres
	NWSW	40.00 acres
	SWSW	40.00 acres
	SESW	40.00 acres
	NESE	40.00 acres
	NWSE	40.00 acres
	SWSE	40.00 acres
	SESE	40.00 acre
	NENE	40.00 acres
	NWNE	40.00 acres
	SWNE	40.00 acres
	SENE	40.00 acres
Section 32		
	NWNW	40.00 acres
	SWNW	20.00 acres
	<u>SESW</u>	<u>40.00 acres</u>
	TOTAL	660.00 acres

The statement of completion and the beneficial use statements were filed for this permit. The beneficial use map has not been filed for this permit to allow it to go to adjudication. The aerial photo shows no indication of irrigation in this area.

These are records found in the State Engineer's Office and Board of Control records as of October 19, 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:



Travis Gitthens
Associate Broker,
REALTOR®

Mobile: (307) 315-1274

admin@clarklandbrokers.com

Licensed in WY



Cory Clark
Broker/Owner,
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

Cory G. Clark - Broker / Owner

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

Buffalo, WY Office

879 Trabling Road
Buffalo, WY 82834

Mark McNamee - Associate Broker/Auctioneer/Owner

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

Billings/Miles City, MT Offices

6806 Alexander Road
Billings, MT 59105

Denver Gilbert - Associate Broker / Owner

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

Belle Fourche, SD Office

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

Ronald L. Ensz - Associate Broker

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

Torrington, WY Office

2210 Main St
Torrington, WY 82240

Logan Schliinz - Associate Broker

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

Douglas, WY Office

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

Scott Leach - Associate Broker

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

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

(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 _____