



**CLARK & ASSOCIATES
LAND BROKERS, LLC**

Specializing in Farm, Ranch, Recreational & Auction Properties

Proudly Presents



VM DIAMOND RANCH
Upton, Weston, County, Wyoming

Located in the heart of the Black Hills of Wyoming, between Upton and Sundance, the VM Diamond Ranch is a “trophy-caliber” property, consisting of 2,100.26± deeded acres, 640± State of Wyoming lease acres and 639.52± Inyan Kara Grazing Association acres for a total of 3,379.78± total acres.

LOCATION & ACCESS

The VM Diamond Ranch is conveniently located 16 miles north of Upton, Wyoming, or 23 miles south of Sundance, Wyoming. To reach the VM Diamond Ranch from Upton, Wyoming, travel northeast on US Highway 16 for 10 miles; turn right on to Dry Creek Road, a well-maintained all-weather gravel road; travel on Dry Creek Road for approximately six miles to reach the property. To reach the ranch from Sundance, Wyoming travel south on State Highway 116 for approximately 17 miles; turn left onto Dry Creek Road, traveling east for approximately six miles until arriving at the VM Diamond Ranch.

Several towns and cities in proximity to the property include:

- | | |
|---------------------------------|--------------------|
| • Upton, WY (pop. 1,100) | 16 miles southwest |
| • Sundance WY (pop 1,182) | 23 miles north |
| • Newcastle, WY (pop 3,532) | 30 miles southeast |
| • Spearfish, SD (pop. 11,756) | 59 miles east |
| • Gillette, WY (pop 31,797) | 60 miles northwest |
| • Belle Fourche, SD (pop 5,594) | 65 miles northeast |
| • Rapid City, SD (pop 67,956) | 110 miles east |



SIZE & DESCRIPTION

2,100.26± Deeded Acres

640± State Lease Acres

639.52± Inyan Kara Grazing Association Acres

3,379.78± Total Acres

VM Diamond Ranch is located in the heart of the Black Hills of Wyoming. With pine covered hills as a backdrop, the terrain of the property is diverse and ranges from grassy meadows, pine canyons and wide sweeping vistas.

The fences on the ranch are mostly four and five wire fences with all of the fences in exceptional shape. The property is fenced into approximately 12 pastures, providing for livestock grazing rotation throughout the ranch. Four submersible wells, used in conjunction with 1½" and 2" poly underground pipeline, provide water to 11 tire tanks. Natural springs and ponds supply additional water sources for livestock and wildlife.



STATE LEASE INFORMATION

State Lease No. 2-5036, consisting of 640± acres and allotted 180 AUMs, is associated with the VM Diamond. State of Wyoming leases are renewable every ten (10) 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. For 2021, the cost per AUM is \$5.53 which equates to approximately \$995.40. For more information, contact the Wyoming Office of State Lands and Investments for further information at (307) 777-7333.

***An Animal Unit Month (AUM) is the amount of forage required by one animal unit (cow/calf pair) for one month.*

FOREST SERVICE PERMITS

The US Forest Service has allotted a total of 639.52± acres through the Inyan Kara National Grasslands Permit No. 324 to the VM Diamond Ranch. The ranch is permitted 150 AUMs on National Grassland and Association land.

NOTE: *an Animal Unit Month (AUM) is the amount of forage required by one animal unit (cow/calf pair) for one month.*

Forest Service permits are renewable every ten (10) years with an annual payment due each year. The 2021 cost per AUM is \$1.35 which equates to \$202.50.

All grazing permits on the Inyan Kara National Grasslands are administered by the Inyan Kara Grazing Association. Upon submitting an application to transfer the grazing permits, such assignment shall be subject to the approval of the Forest Service, in conjunction with the Inyan Kara Grazing Association. For more information on Forest Service grazing permits, please visit the following website: <http://www.fs.fed.us/rangelands/uses/permits.shtml>.

WATER RESOURCES

The VM Diamond Ranch is well-watered ranch. With a total of four permitted wells supplying water to 11 tanks, via an underground 1½" and 2" poly pipeline, water is available to all corners of the ranch. Additional water is provided from natural springs and ponds.

Upon request, Clark & Associates Land Brokers, LLC will provide any prospective buyer with a copy of the water rights search results conducted by an independent consultant that is to be completed on the VM Diamond Ranch.



CARRYING CAPACITY / RANCH OPERATIONS

Fenced into approximately 12 pastures, this ranch has been thoughtfully cross-fenced for maximum grazing and rotation efficiency. Most of the fences are four and five wire fences and are in exceptional condition.

Historically, the current owners have ran approximately 200 cow/calf pairs year-round in addition to 100 head of yearlings during the summer months.

Additionally, the VM Diamond Ranch has traditionally produced approximately 800 round bales of dryland native grass hay weighing approximately 1,350 pounds per bale annually.

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



REAL ESTATE TAXES

According to the Weston County Assessor's records, the annual real estate taxes for the VM Diamond Ranch are approximately \$11,056.

MINERAL RIGHTS

Any and all mineral rights associated with the ranch, if any, will transfer to Buyer.

IMPROVEMENTS

Improvements on the VM Diamond Ranch include the following:

Main Residence:

- Custom home made of imported Swedish Pine logs, recently stained in summer of 2021
- 6,500 square feet of finished space with 28-foot cathedral ceilings and five bedrooms
- Pella wood windows and doors throughout
- Radiant floor heat system with nine zones, professionally serviced in 2021. Crown Royal outdoor wood boiler with propane back-up features double boilers.
- Water softener
- Continuous flow hot water
- Reverse Osmosis system in kitchen sink and master bath.
- Ventless air conditioning
- Laminate floor unless otherwise noted.



Main Level:

- Master bedroom with $\frac{3}{4}$ bath, complete with full sized stacked LG Deluxe washer/dryer, walk in closet and sliding glass door to deck.
- Kitchen features Viking Professional gas double oven/stove with four burners, griddle and grill, 26 cubic foot French door Whirlpool Refrigerator with double drawers, bottom freezer and dual ice-makers, deluxe Kitchenaid dishwasher, triple sink with garbage disposal, bar with dining space, kitchen dining area, access door to deck area and large pantry
- Great Room with area large enough to currently house a grand piano, formal dining set and comfortable seating area, with sliding door to deck, gas fireplace and half bath.
- Large coat closet and storage closet at main entry



Lower Level:

- Walk-out basement
- Sliding door to patio
- Propane access for future fireplace
- Pool table
- Water lines/plumbing for future bar space
- Tile and vinyl laminate flooring
- Two bedrooms, one with carpet
- Full bath with tile floors
- Laundry closet with extra-large washer and dryer and tile floor.
- Direct access to single heated garage

**Upper Level:**

- Loft sitting area
- Two bedrooms- each with its own ¾ bath and carpet
- Two open rooms, currently used as office space, one of which is carpeted



Additional improvements on the VM Diamond Ranch include the following:

Indoor Arena:

- 275' x 130' arena constructed in 1997
- Heated and fully insulated
- 255' x 100' pipe-fence arena
- 6 box stalls
- Tack room
- Bathroom
- Wash rack
- Hay storage
- 24'X12' paddock
- Preifert roping chute plus stripping chute and return alley



Additional Buildings

- A 1,184 sq. ft. ranch-style home that was built in 1912 and remodeled in 1950
- 1993 Modular home that is 2,080 sq. ft.
- 1997 Arch-Rib Quonset Utility Building that is 3,034 sq. ft.
- 2,592 sq. ft. farm implement equipment shed
- 320' loafing shed with corrals and water
- 36'x44' heated double door garage
- 12'x32' storage building
- Various other out buildings and grain bins

Other Livestock Improvements:

- Enclosed Silencer hydraulic chute
- Working pipe corrals with sorting alleys and water



UTILITIES

Electricity – Powder River Energy

Gas/Propane – Local Providers

Communications – RT Communications/Fiber Optic Internet. Phone line for a land line available, though not currently used

Water – Private Wells

Sewer – Private Septic

Television – Satellite

RECREATION / WILDLIFE

The VM Diamond Ranch is a virtual game park with resident white tail deer, mule deer, antelope and turkeys, plus an ever-growing elk population. A variety of upland game birds also frequent the area.



AIRPORT INFORMATION

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

Gillette, Wyoming: The Campbell County Airport has daily commercial flights operated by Delta, Great Lakes, and United Airlines. The website for the Campbell County Airport is www.iflygillette.com and for complete aeronautical information, please visit: www.airnav.com/airport/KGCC.

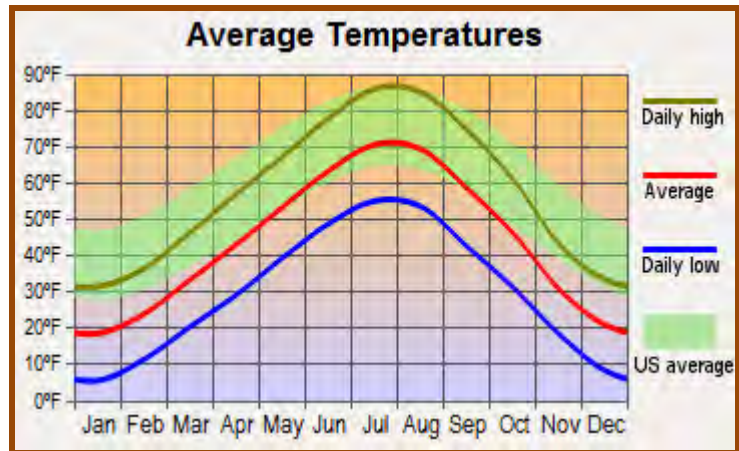
Rapid City, South Dakota: The Rapid City Regional Airport is located eight miles southeast of Rapid City, South Dakota. This is a commercial airport offering daily flights from Allegiant Air, American, Delta, and United. For specific information about the airport, flight schedules, amenities as well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

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.



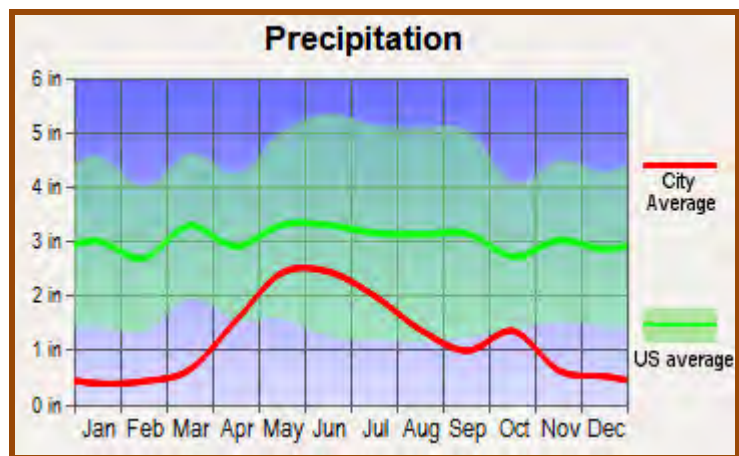
CLIMATE

According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Upton, Wyoming area is approximately 16.1 inches including 46.1 in inches of snow fall. The average high temperature in January is 33 degrees, while the low is 10 degrees. The average high temperature in July is 87 degrees, while the low is 57 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. The Wyoming Territory was established in 1868 and Wyoming became the 44th state in 1890. The state is the tenth largest by area, but it is one of the least densely populated. The topography consists of the High Plains in the east and mountain ranges of the Rocky Mountains in the western two thirds.



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.

COMMUNITY AMENITIES

Upton, Wyoming is known as the Best Town on Earth. It offers all the necessary day to day amenities for small town living. Upton has a population of approximately 1,100 people and is located at the junction of Highway 16 and 116 on Wyoming's Scenic By-Way. Upton has plenty of recreation to offer for the locals or travelers alike. There is fun for the whole family, from the City Park for your little ones to Cedar Pines Golf Course for the whole family. Visit historic Old Town or practice your sharp shooting at the gun range. At a minimum stop by and try one of the several eateries Upton has to offer. For more information on Upton, Wyoming, visit <http://www.townofupton.com>.

Sundance, Wyoming, population 1,161, is located between Devils Tower and Mount Rushmore in the heart of the Wyoming Black Hills along Interstate 90 between Rapid City, South Dakota and Gillette, Wyoming. Unparalleled scenery, adventure, and history abound throughout the area. Walk in the footsteps of the Sundance Kid (this is where he got the name) and discover breathtaking monuments and natural beauty. Sundance has a full retail center, school, hospital, and is the county seat for Crook County.

Newcastle, Wyoming offers all the desirable amenities of a traditional rural Wyoming city with its small-town friendliness and atmosphere. Newcastle has an excellent K-12 school system, with a low student-to-teacher ratio; several banks, churches and restaurants; county library; 9-hole golf course; weekly newspaper; veterinary clinics; improved airport that accommodates private jets; medical clinics; as well as an excellent medical facility, Monument Health Care hospital and clinic. The major industries include ranching, agriculture, coal mining, natural gas, and railroads.



OFFERING PRICE

\$6,250,000

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 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 \$300,000.00 (Three Hundred 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 and Western Land Sales are pleased to have been selected as the Exclusive Agents for the Seller of this outstanding offering. All information has been obtained from sources deemed reliable by Clark & Associates Land Brokers, LLC and Western Land Sales; however, the accuracy of this information is not guaranteed or warranted by either Clark & Associates Land Brokers, LLC, Western Land Sales, 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.

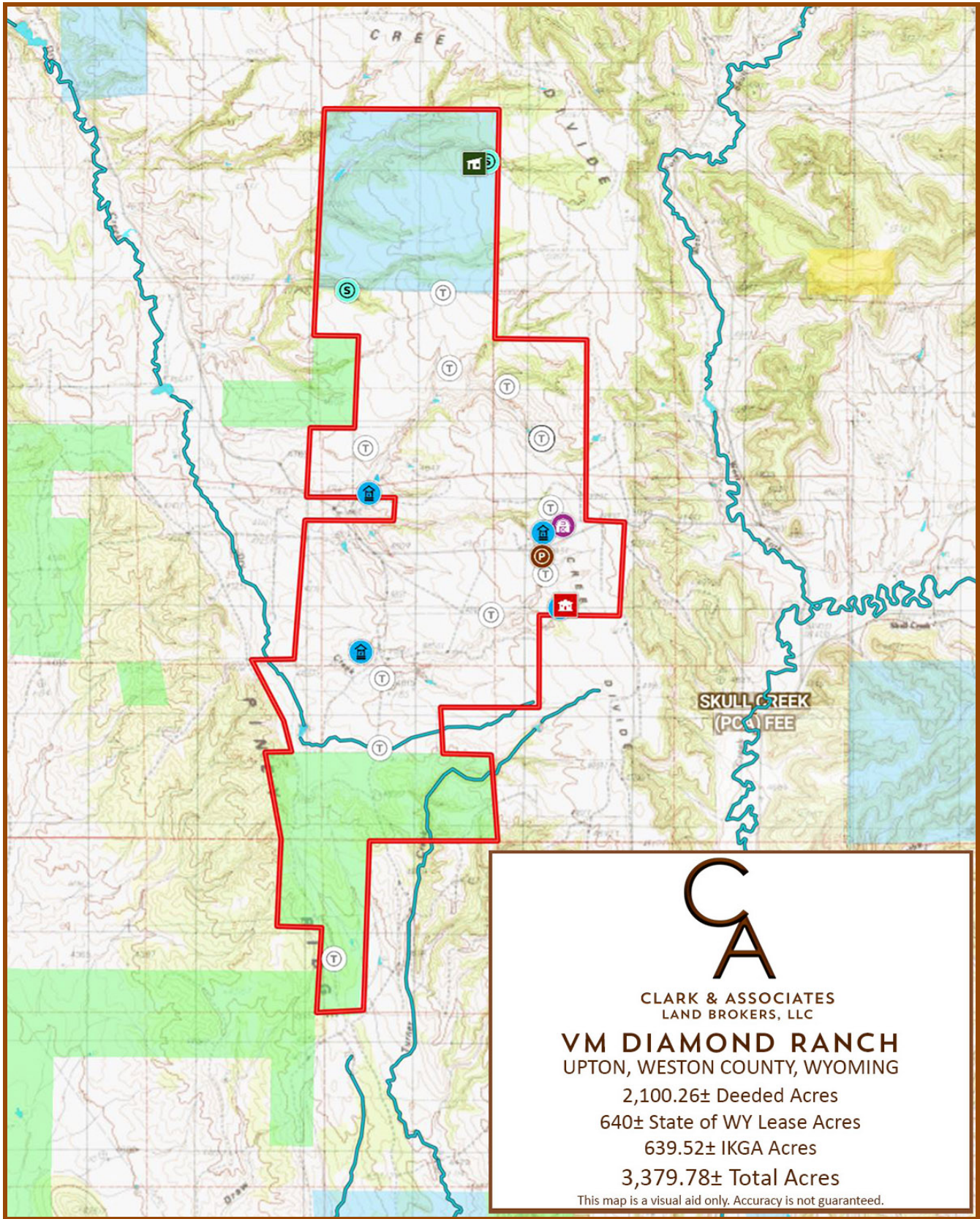
Notice to Buyers: Wyoming Real Estate Law requires that the listing Broker and all licensees with the listing Broker make a full disclosure, in all real estate transactions, of whom they are agents and represent in that transaction. All prospective buyers must read, review and sign a Real Estate Brokerage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

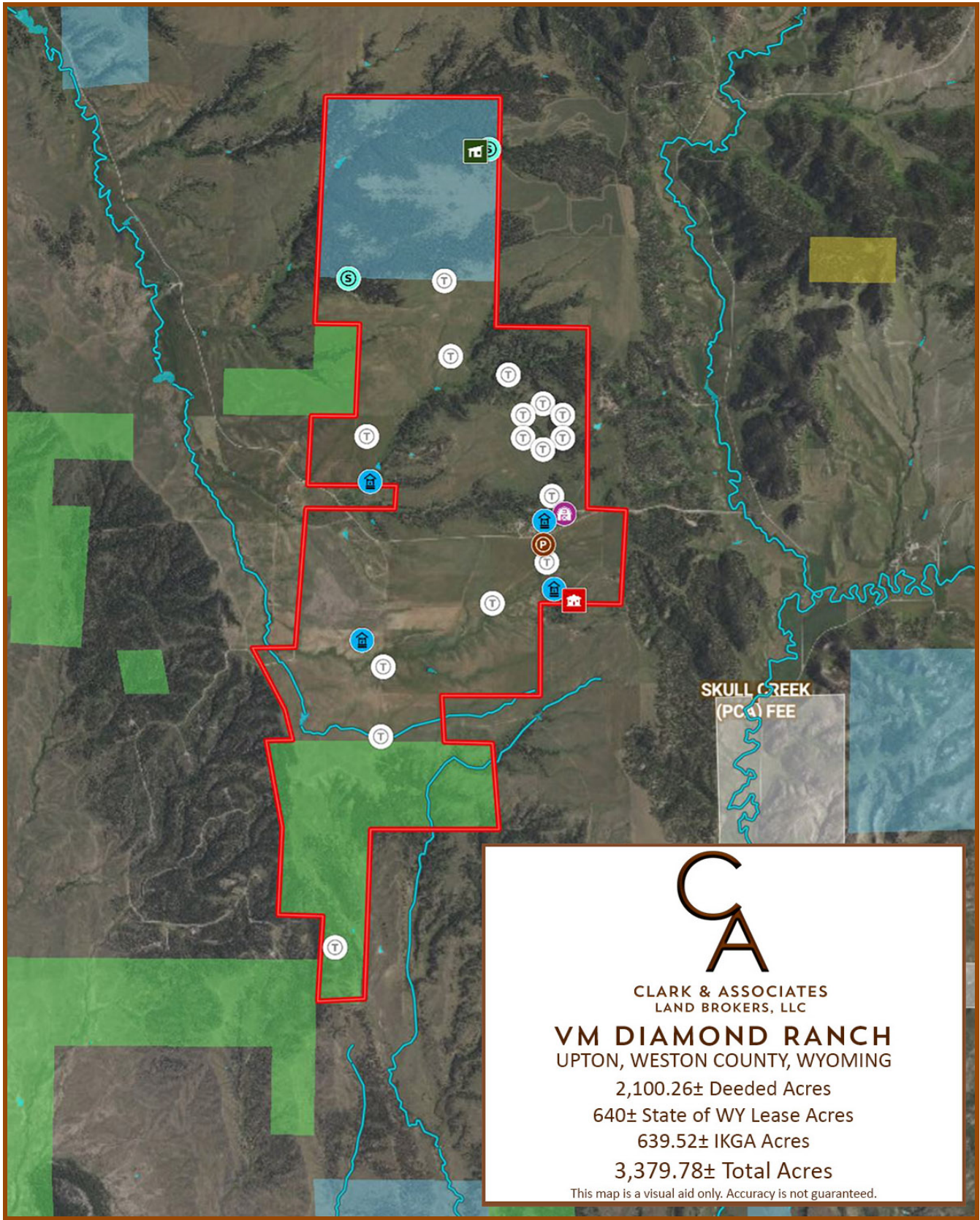


NOTES

VM DIAMOND RANCH TOPO MAP



VM DIAMOND RANCH ORTHO MAP





Get Water Rights Wyoming

John Barnes, PE
502 Dayshia Lane, Cheyenne, WY 82007
307-630-8982
waterrightsjohn@gmail.com

September 21, 2021

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

Re: Water Rights Search: VM Diamond Ranch– (See attached land description)

Dear Mr. Clark,

A search of the State Office e-permit system was conducted and the 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 plus the leased lands:

SURFACE WATER

Permit No. 9860D

Amy Sweet No. 1 Ditch, Priority Date: May 31, 1910. Certificate Record No. 32, page 198; Order Record No. 4, page 492; Proof No. 11030. Source: East Drainage Dry Creek, trib Dry Ck. trib Mason Ck, trib Inyan Kara Ck, trib Belle Fourche River. The permit is for irrigation of the following lands:

T48N, R63W

Sec 33	NENW	3.00 acres
	NWNW	28.90 acres
	SWNW	21.00 acres
	<u>SENW</u>	<u>15.70 acres</u>
	TOTAL	68.60 acres

Permit No. 9861D

Amy Sweet No. 2 Ditch, Priority Date: May 31, 1910. Certificate Record No. 32, page 199; Order Record No. 4, page 492; Proof No. 11031. Source: East Drainage Dry Creek, trib Dry Ck. trib Mason Ck, trib Inyan Kara Ck, trib Belle Fourche River. The permit is for irrigation of the following lands:

T48N, R63W

Sec 33 NENW 8.50 acres

Permit No. 4675R

Sweet Reservoir, Priority Date: June 2, 1937. Source: Dry Draw, trib Dry Creek, Trib Mason Ck, trib Inyan Kara Ck, trib Belle Fourche River. This reservoir for stock use with a capacity of 6.77 ac-ft at the following location:

T48N, R63W

Section 28 NENW

Permit No. 2382S

Cecil Stock Reservoir, Priority Date: Sep. 2, 1958. Source: Sweet Draw, trib Dry Creek, Trib Mason Ck, trib Inyan Kara Ck, trib Belle Fourche River. This reservoir for stock use with a capacity of 0.84 ac-ft at the following location:

T48N, R63W

Section 32 NENE

Permit No. 1008S

Dry Draw No. 1 Stock Reservoir, Priority Date: Dec. 9, 1954. Source: Dry Draw, trib Dry Creek, trib Mason Ck, trib Inyan Kara Ck, trib Belle Fourche River. This reservoir for stock use with a capacity of 5.41 ac-ft at the following location:

T48N, R63W

Section 28 SWNW

GROUNDWATER

Permit No. UW 19875

Sweet No. 3 Well, Priority Date: March 7, 1947. Source: Groundwater. This permit is for stock and domestic use at 10 gpm at the following location:

T48N, R63W

Section 27 NESW

Permit No. UW 189489

VMD #1 Well, Priority Date: March 12, 2007. Source: Groundwater. This permit is for stock use at 10 gpm and an annual volume of 232,713 gallons at the following location:

T48N, R63W

Section 28 SESW Well

Section 21 NWNW POU
 NESW POU
 SESW POU

Permit No. UW 207758

VMD #2 Well, Priority Date: July 7, 2017. Source: Groundwater. This permit is for stock use at 20 gpm and an annual volume of 2 acre-feet at the following location:

T48N, R63W

Section 21 NWNE POU
 SESW POU
 NESE POU

Section 22 NWSW POU Outside the reference description.
 SESW POU Outside the reference description.

Section 27 NENW POU

Section 28 NENW Well

Miscellaneous use wells require a map to be filed for adjudication. It could not be determined if a map has been filed.

These are records found in the State Engineer's Office and Board of Control records as of Sept. 19, 2021, 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
Get Water Rights Wyoming

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



Cory Clark
Broker, REALTOR®

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



Mark McNamee
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Licensed in WY, MT, SD, NE

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Buffalo, WY 82834

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Billings/Miles City, MT Offices

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Billings, MT 59105

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Belle Fourche, SD 57717

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Wheatland, WY Office

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Greybull, WY Office

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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 _____