



**CLARK & ASSOCIATES
LAND BROKERS, LLC**

pecializing in Farm, Ranch, Recreational & Auction Properties

Proudly Presents



TEA KETTLE RANCH
Torrington, Goshen County, Wyoming

The Tea Kettle Ranch consists of 19,998± total contiguous acres and is a low-overhead, productive grass ranch with extensive water development.

LOCATION & ACCESS

The Tea Kettle Ranch is located approximately 25 miles northeast from Torrington, Wyoming. From Torrington, travel north on State Highway 159/Van Tassell Road for nine miles; turn left onto Road 48E/Road 94 traveling west through Tea Kettle Ranch. The ranch is accessed from a maintained gravel road with year-round access.

Several towns and cities in proximity to the property include:

- | | |
|---|---------------------|
| • Torrington, Wyoming (population 6,501) | 24 miles south |
| • Scottsbluff, Nebraska (population 15,039) | 60 miles southeast |
| • Cheyenne, Wyoming (population 59,466) | 104 miles southwest |
| • Sidney, Nebraska (population 6,757) | 112 miles southeast |
| • Fort Collins, Colorado (population 143,986) | 140 miles southwest |
| • Laramie, Wyoming (population 30,816) | 148 miles southwest |
| • Casper, Wyoming (population 59,628) | 160 miles northwest |
| • Denver, Colorado (population 704,621) | 210 miles southwest |

SIZE & DESCRIPTION

19,358± Deeded Acres
640± State Lease Acres
19,998± Total Contiguous Acres



RANCH SUMMARY

The Tea Kettle Ranch is an expansive grass ranch located on the sprawling plains of eastern Wyoming and encompasses 19,998± contiguous, productive acres.

Located in the heart of cattle country, the Tea Kettle Ranch is home to approximately 800 mother cows that produce hearty and heavy calves on the high protein hard grass common to the area and offers excellent gains on cattle. Yearling cattle grazing the ranch during the summer months thrive on the heavily-sodded grass. The Tea Kettle Ranch could graze an estimated 2,000 head of yearling cattle during the summer months, and historically, when yearling cattle, weighing approximately 550-600 pounds, are turned out in the spring of the year, they gain 2.5 to 3 pounds per day until they are shipped off the ranch around mid-September. Currently, The Tea Kettle Ranch is operated as a cow/calf operation with supplemental winter feeding.

Improvements to the ranch include a modular home, working corrals, and outbuildings that are accessible year-round from a well-maintained county road within 25 miles of Torrington, Wyoming. Home to record-book mule deer and Pronghorn antelope, the topography of the property features heavily-sodded grass pastures with rolling to rough hills and buttes that offer cover and ample protection for livestock and wildlife.

Hands-on management is evident across the entire ranch as you travel throughout all 26 pastures with over 80± miles of well-maintained fence line. Over the years, current management has significantly improved the water supply, fencing, and cross fencing which have contributed to the consistent weight gains and impressive breed back percentages, as the cattle seldom have to travel over one-half mile to access water. An extensive underground pipeline provides reliable water to approximately 45 stock tanks and delivers water to every area of the ranch.

There are multiple wells that provide water throughout the ranch with several submersible wells and solar wells and numerous windmills. Most of the water tanks are 20 to 30-foot bottomless tanks with concrete aprons. An extensive underground pipeline that extends an estimated 25 miles has been developed to provide water to every corner of the ranch, tying in over 45 stock tanks.

LEASE INFORMATION

State Lease No. 1-8247, consisting of 640± acres and allotted 259 AUMs, is associated with the Tea Kettle Ranch. 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 \$1,432.27. For more information, contact the Wyoming Office of State Lands and Investments for further information at (307) 777-7333.

There is a current year-to-year cash grazing lease on the Tea Kettle Ranch with terms renewing January 1, 2022. A copy of the lease will be provided to prospective buyers to review during the inspection period of an accepted offer to purchase contract.



LAND & ELEVATION

The elevation of the Tea Kettle Ranch ranges from 4,300 feet to 4,500 feet above sea level. There are draws and breaks that offer natural protection for livestock and wildlife.

Water is readily available to grazing cattle from an extensive water system which includes electric wells, solar wells, windmills, underground water lines, stock tanks, and cross-fencing. Located in an area known for mild temperatures, the Tea Kettle Ranch enjoys a great year-round climate which keeps feed and labor costs at a minimum.

WATER RESOURCES

The Tea Kettle Ranch boasts one of the most developed livestock watering systems in the region. The ranch has multiple submersible wells and solar wells and numerous windmills. The well depths are from approximately 60 to 120 feet to water.

In addition to the windmills and wells, there are approximately 25 miles of underground pipeline that is 1-1/2" PVC pipe buried five feet and feeds into approximately 46 stock tanks located throughout the ranch. The stock tanks are 20 to 30 feet bottomless tanks with concrete aprons. These water sources provide ample water for both livestock and wildlife.

Upon request, Clark & Associates Land Brokers, LLC will provide any prospective buyer a Wyoming State Engineer's ground and surface water rights search that was completed on the Tea Kettle Ranch.



SOILS

Soils on the Tea Kettle Ranch consist primarily of Las Animas-lisco complex, otero loamy very fine sand, Mitchell-epping complex, and ashollow loamy very fine sand.

MINERAL RIGHTS

Seller will reserve unto Seller, its successors and assigns for a term of 30 years from closing date an undivided 50 percent of its present interest, including any contingent, remainder or reversionary interest, in and to the oil, gas and all other minerals, related or unrelated, (excluding sand, gravel and barrow dirt) from the lands being sold. If production in commercial quantities as stated herein commences at any time during the term of this reservation, then the reservation shall continue so long as production continues. A shut-in gas well or wells shall constitute production in commercial quantities. Payments made by reason of a shut-in gas well shall be considered royalty payments. Production from drilling or development operations commencing prior to 30 years from closing from closing date shall be deemed to have commenced during the term of this reservation.

All provisions of this reservation shall apply to the entirety of the lands being sold at all times and shall not be deemed or interpreted to apply to specific tracts or portions. Production, development, or other operations on any part of such land shall be deemed production, development or other operations on all of said lands.



REAL ESTATE TAXES

According to the Goshen County Assessor's records, the real estate taxes for the Tea Kettle Ranch are approximately \$15,329 annually.

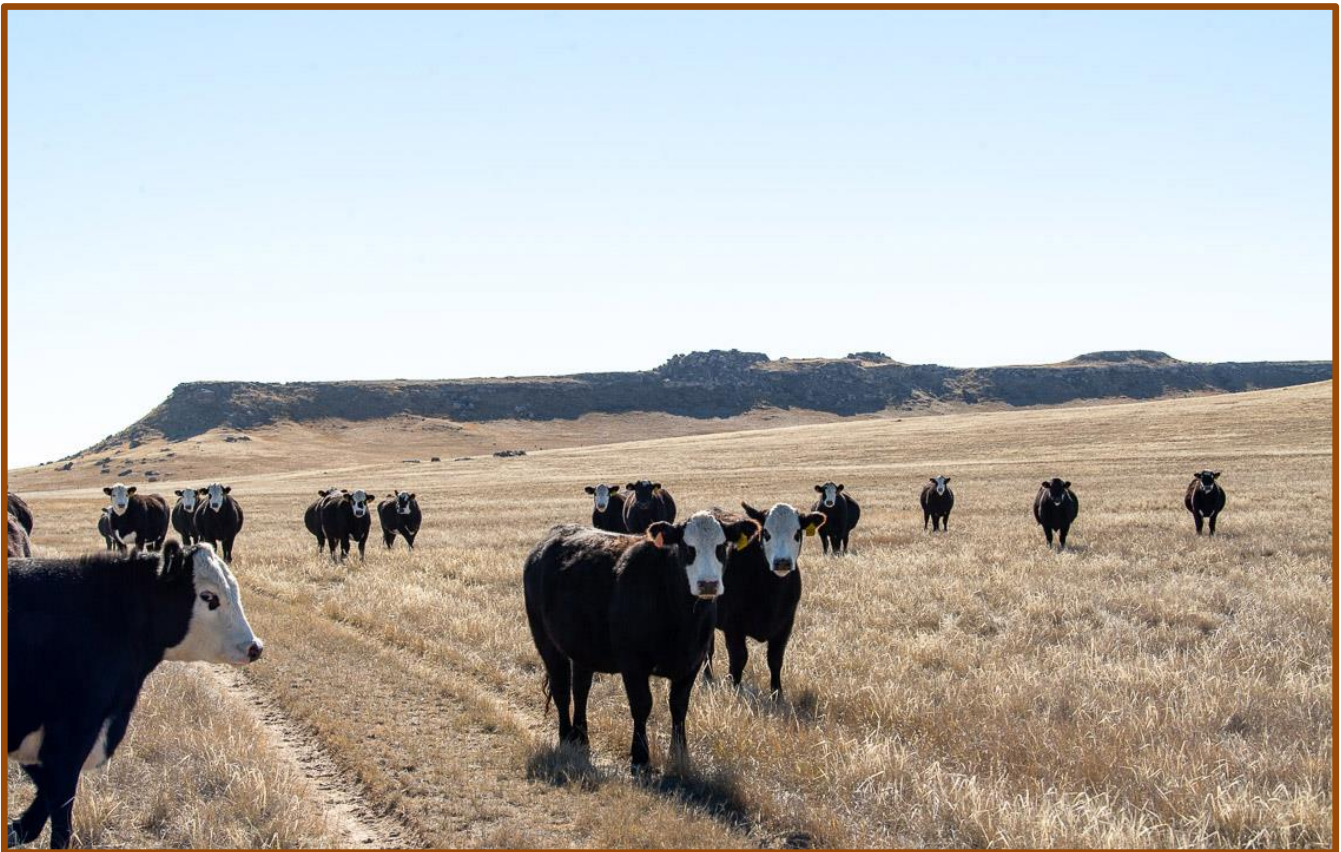
CARRYING CAPACITY /OPERATIONS

Owner-rated at approximately 800 head of cow/calf pairs on a year-round basis, the high-quality grass pastures allow the owners to pasture graze nearly every winter and seldom have to feed more than one ton of hay per cow. Utilizing supplements as an additional protein source complements the ample winter grazing. Under the current ownership, the Tea Kettle Ranch consistently tops the livestock market in the fall.

The ranch consists of productive and native grass pastures with gramma grass, black root, needle-and-thread, and western wheat grasses. The ranch is fenced into 26 pastures with the fences constructed with four strands of barb wire strung on steel and wood posts.

The Tea Kettle Ranch also presents an exceptional opportunity to run yearling cattle. Taking into consideration the ample water, the quality of the grasses and excellent overall condition of the ranch, it is estimated that 2,000 head of yearlings could graze the Tea Kettle Ranch in the summer months and benefit from excellent gains.

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



UTILITIES

Electricity – Roosevelt Power District, 308-635-2424

Gas/Propane – Panhandle Coop, 308-630-5220

Communications – Cell Coverage Available

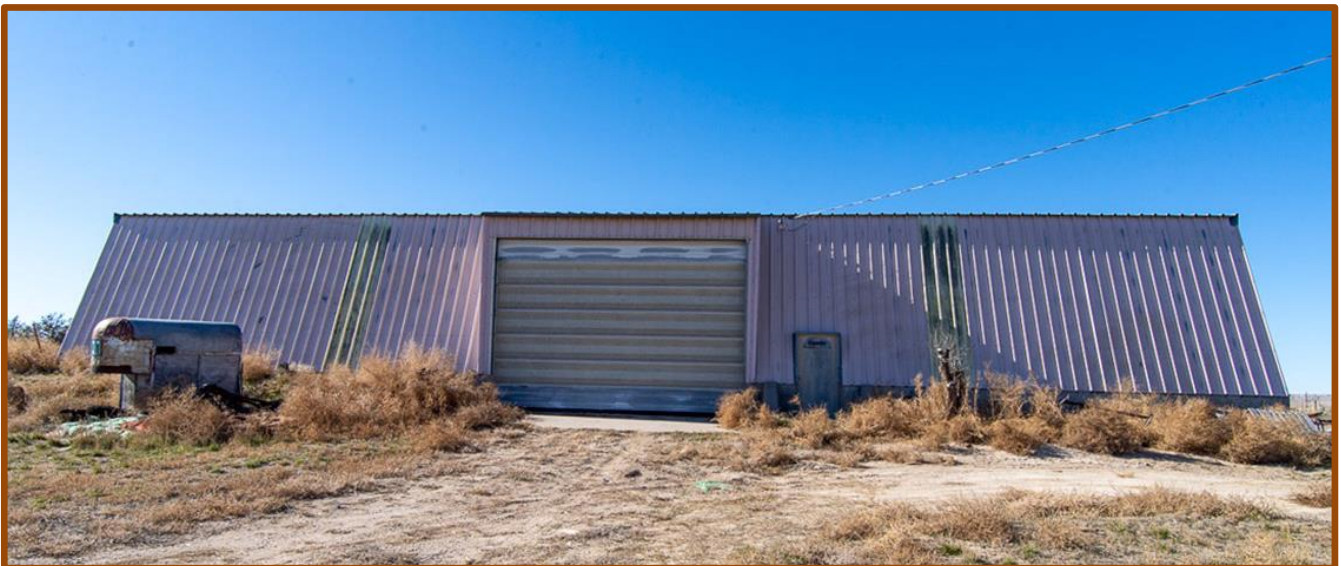
Water – Private Well

Sewer – Septic System

Television – Satellite

IMPROVEMENTS

Improvements to the Tea Kettle Ranch include a 1,932 sq. ft. modular home featuring three bedrooms and two bathrooms along with a 4,656 sq. ft. equipment building, a 768 sq. ft. farm utility building and a set of working corrals.



WILDLIFE

The Tea Kettle Ranch offers excellent habitat for several species of wildlife including mule deer and antelope.

The ranch is located in Deer Hunt Area 15. A landowner also may qualify for landowner licenses. Potential buyers are strongly encouraged to contact local game wardens for landowner licensing information. Specific dates and hunting regulations can be found on the Wyoming Game and Fish website at <https://wgfd.wyo.gov>

2021 Deer Season Dates:

- Archery: Sept. 1, 2021 – Sept. 30, 2021
- November firearm: Oct. 1, 2021 – Oct 14, 2021
- Whitetail Deer Season: Oct. 1, 2021- Nov. 30, 2021
- Antlerless Late Season: Dec. 1, 2021 – Dec. 31, 2021

The ranch is located in Antelope Hunt Area 11. A landowner also may qualify for landowner licenses. Potential buyers are strongly encouraged to contact local game wardens for landowner licensing information. Specific dates and hunting regulations can be found on the Wyoming Game and Fish website at <https://wgfd.wyo.gov>

2021 Antelope Season Dates:

- Archery: Aug. 15, 2021 – Sept 30, 2021
- Firearm: Oct. 1, 2021 – Oct. 31, 2021



COMMUNITY AMENITIES

The Tea Kettle Ranch is situated in the heart of cattle country, these nearby towns provide excellent agricultural services for the ranch.

Torrington, Wyoming is the county seat of Goshen County and was founded and named by W.G. Curtis after his hometown of Torrington, Connecticut. It was originally a water and coal station for the Chicago, Burlington & Quincy Railroad before being officially incorporated in 1908. Torrington offers medical facilities, a K-12 school system, Eastern Wyoming Community College, theater, restaurants, several banks and retail stores, golf course, sale barn, and farm and implement dealerships. Torrington Livestock Market is Wyoming's largest livestock market. They offer cattle for sale daily by several marketing options: live cattle auctions, video cattle auctions, and private treaty. The auction calendar can be accessed at www.torringtonlivestock.com.

Scottsbluff, Nebraska offers medical facilities at the Regional West Medical Center, a good school system, Western Nebraska Community College, theaters, restaurants, several banks and retail stores, shopping, a golf course, and the Western Nebraska Regional Airport, a commercial airport. For additional information regarding Scottsbluff as well as the surrounding area, visit www.visitscottsbluff.com.

Scotts Bluff County offers many opportunities to explore history including Scottsbluff National Monument, Legacy of the Plains Museum, Agate Fossil Beds National Monument, Chimney Rock National Historic Site, Fort Mitchell and Pony Express Station, Fossil Freeway, West Nebraska Family Research and History Center, and Nebraska's longest (continuous running) celebration Oregon Trail Days. There is also the Riverside Discovery Center (zoo), 5 Rocks Amphitheater, Highway 92 Raceway, Lake Minatare State Recreation Area, West Nebraska Arts Center, Flyover Brewing Company and the Papa Moon Vineyards & Winery. In addition to the unique shopping and entertainment options within the county you will also find farm and ranch implement dealerships, veterinary clinics, several banks and shopping facilities, churches, restaurants, a municipal golf course, and an airport. For more information on the events, locations and shopping listed please visit <http://oregontraildays.com/> and www.visitscottsbluff.com.



AIRPORT INFORMATION

Commercial airline service is available at Casper, Wyoming; Cheyenne, Wyoming; Scottsbluff, Nebraska; Chadron, Nebraska; Rapid City, South Dakota; and Denver, Colorado. The following is information on each of these airports as well as the local airport in Torrington, Wyoming:

Torrington, Wyoming: The Torrington Airport is located two miles east and sits at an elevation of 4,250 feet above sea level. Runway information for the Torrington Municipal Airport is as follows:

- Runway 2 right traffic pattern
- Runway 02/20: 3001x 60 feet Asphalt Surface
- Runway 10/28: 5703 x 75 feet Asphalt Surface

Chadron, Nebraska: The Chadron Airport is located four miles west of the city. For more information, visit www.acukwik.com/airportinfo/KCDR.

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

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

Scottsbluff, Nebraska: Great Lakes Airlines provides flights to and from Denver, Colorado from the Western Nebraska Regional Airport. Valley Airways, fixed base operator for the airport, provides charter flights, in-transit charter refueling, airplane maintenance and repair and flight training. For more information, please visit www.flyscottsbluff.com. Complete aeronautical information for the Western Nebraska Regional Airport can be found at: www.airnav.com/airport/KBFF.

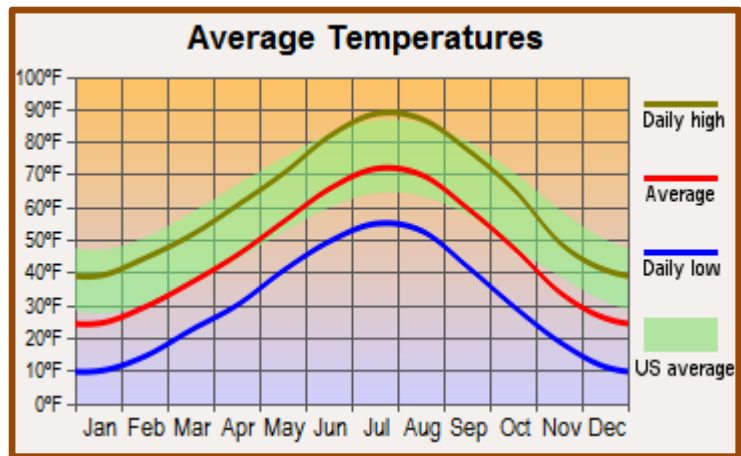
Cheyenne, Wyoming: Great Lakes Airlines operates flights daily from Cheyenne to Denver International Airport. The airline currently has code share agreements with United and Frontier Airlines to connect you with flights around the world. Cheyenne aeronautical information can be found at www.cheyenneairport.com.

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 170 national and international destinations. For more information, visit the official web site for Denver International Airport at www.flydenver.com.



CLIMATE

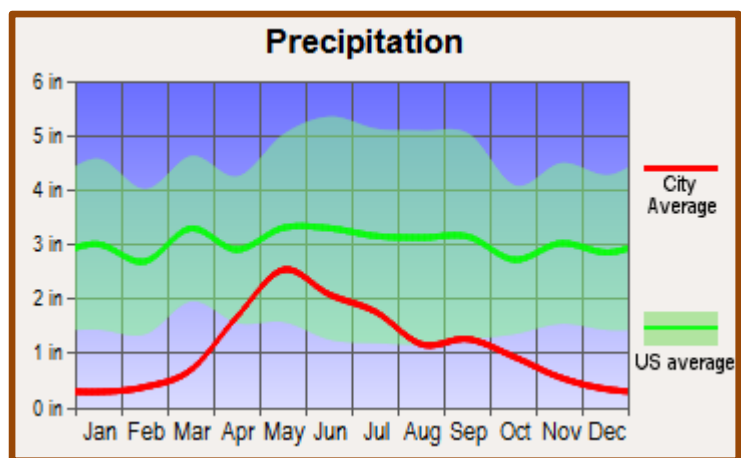
According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Torrington, Wyoming area is approximately 12.8 inches including 41.7 inches of snow fall. The average high temperature in January is 42 degrees, while the low is 16 degrees. The average high temperature in July is 91 degrees, while the low is 59 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.

ADDITIONAL INFORMATION

There is Last Right of Refusal in effect on the Tea Kettle Ranch, wherein, the Seller is required to notify the party who has this right of refusal that an offer to purchase has been accepted. Seller makes prospective buyers aware that upon acceptance of an offer to purchase, the other party has ten days to invoke their right to purchase the property. A copy of the memorandum and agreement regarding this last right of refusal will be provided to prospective buyers to review during the inspection period of an accepted offer to purchase contract.

OFFERING PRICE

\$13,195,000

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 \$659,750 (Six Hundred Fifty-Nine Thousand, Seven Hundred Fifty 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.

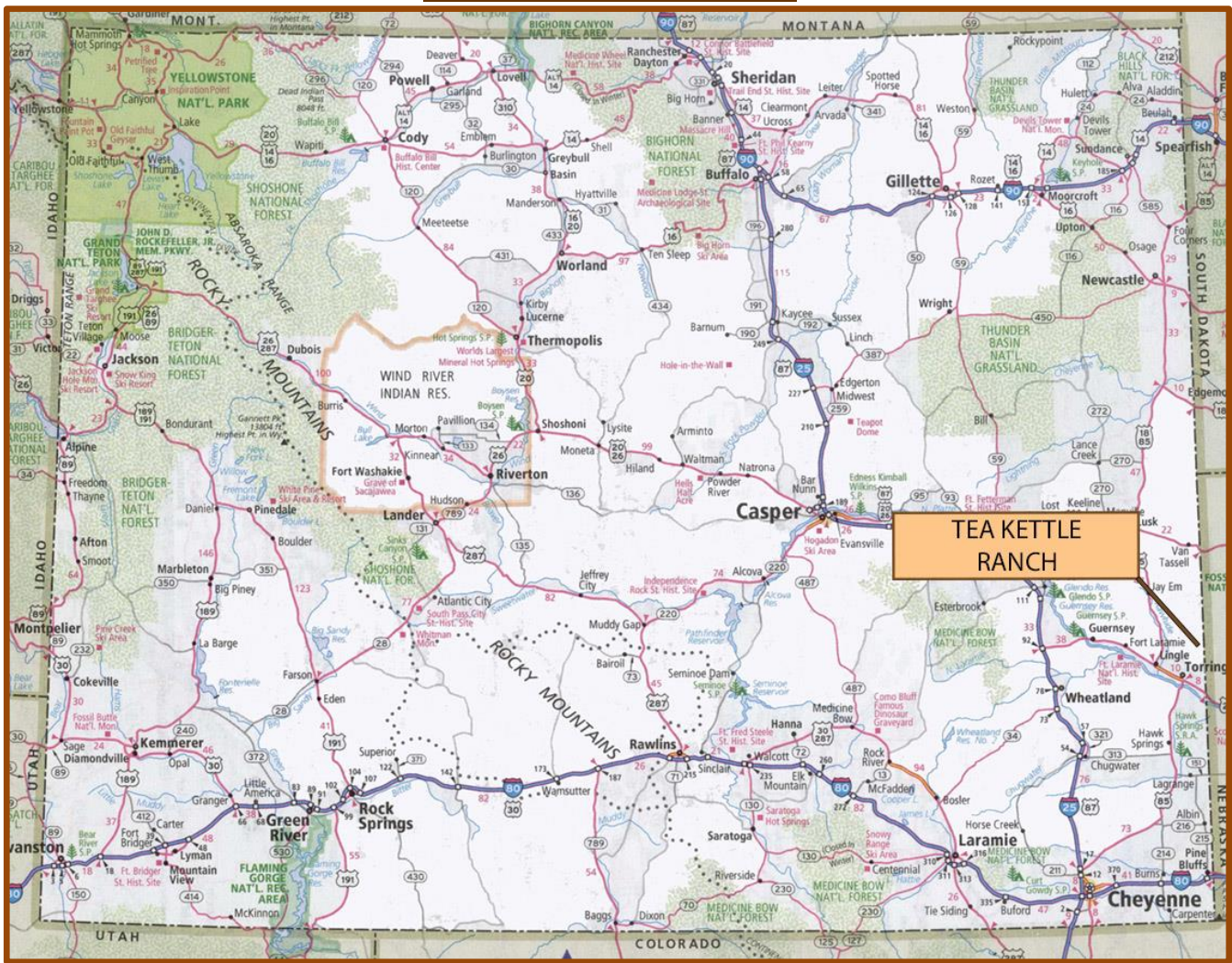
Boundaries shown on accompanying maps are approximate based on the legal description and may not indicate a survey. Maps are not to scale and are for visual aid only. Their accuracy is not guaranteed.



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.

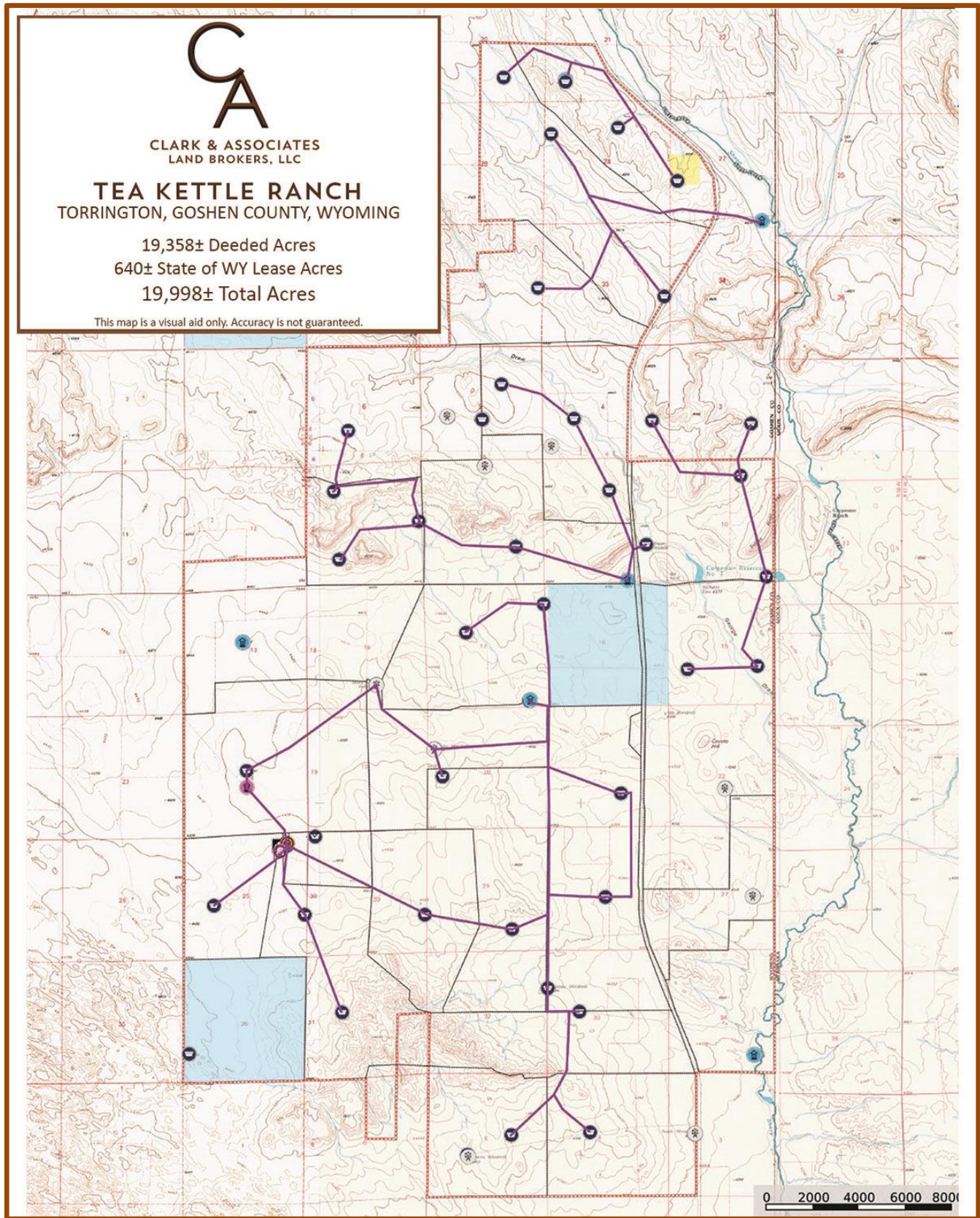
Notice to Buyers: Wyoming Real Estate Law requires that the listing Broker and all licensees with the listing Broker make a full disclosure, in all real estate transactions, of whom they are agents and represent in that transaction. All prospective buyers must read, review and sign a Real Estate Brokerage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

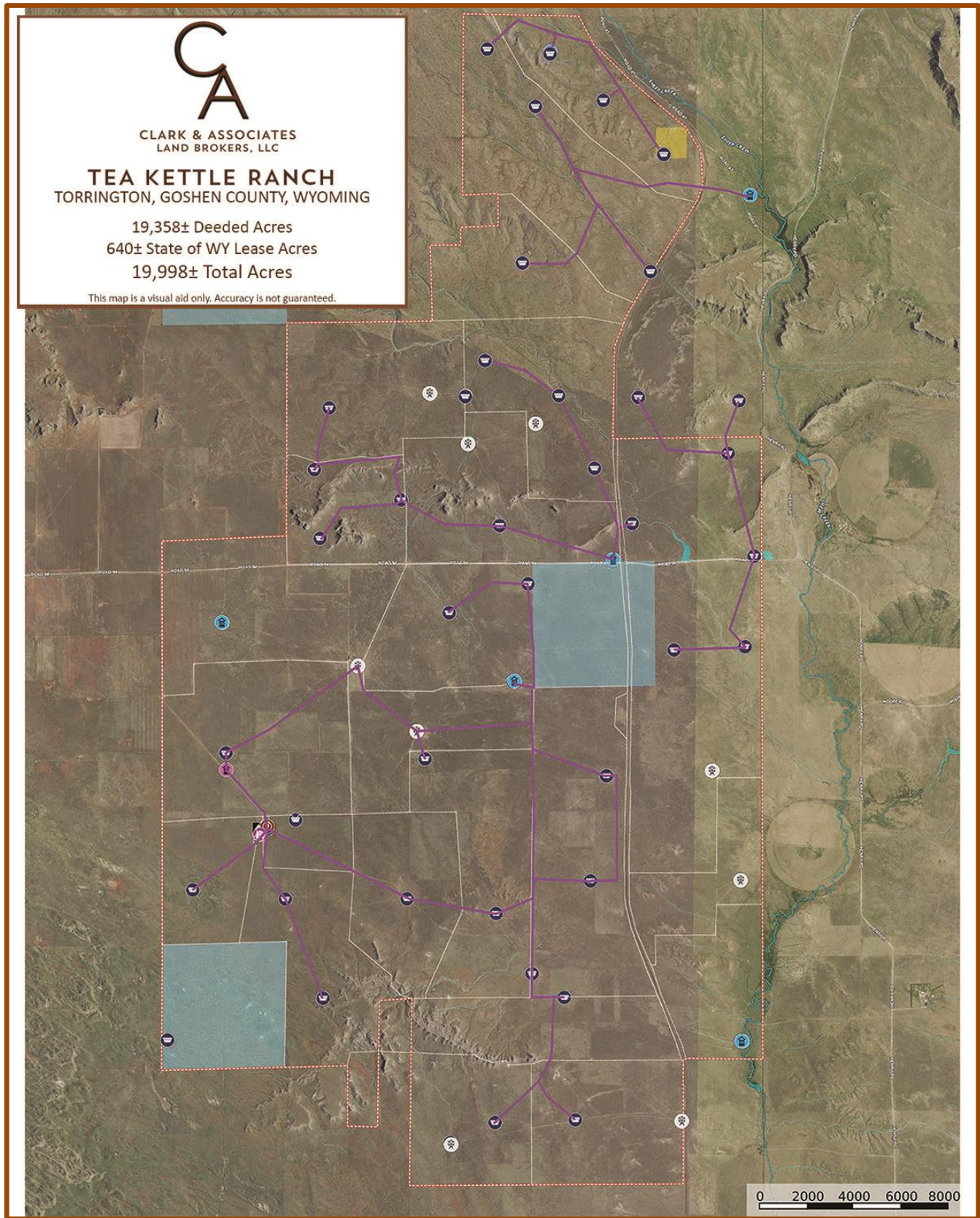


NOTES

TEA KETTLE RANCH TOPO MAP



TEA KETTLE RANCH ORTHO MAP



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



**Michael
McNamee**
Sales Associate,
REALTOR®

Cell: 307-534-5156

mcnameeauction@gmail.com

Licensed in WY & NE



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

Cory G. Clark - Broker / Owner

(307) 351-9556 ~ *clark@clarklandbrokers.com*
Licensed in WY, MT, SD, 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

Moorcroft, WY Office

22 Timber Meadows Drive
Moorcroft, WY 82721

Stan Mosher – Associate Broker

(307) 631-2155 ~ *stan@clarklandbrokers.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 _____