



**CLARK & ASSOCIATES  
LAND BROKERS, LLC**

Specializing in Farm, Ranch & Recreational Properties.

*Proudly Presents*



***RENEGADE RANCH***  
***Lingle, Goshen County, Wyoming***

*Scenic and private, the Ranch Ranch offers spectacular opportunities for the outdoor enthusiast all within minutes of Lingle, Wyoming*

## LOCATION & ACCESS

Located approximately four miles northwest of Lingle, Wyoming, the Renegade Ranch offers easy year-round accessibility via well-maintained graveled county roads. From Lingle, one travels north on US Highway 85 to the first left-hand turn on to County Road 84, also known as Tickleberry Road; after turning left and traveling west for approximately one mile, one reaches the southeast corner of the ranch.

Several towns and cities in the four-state area are in close proximity to and easily accessed from the Renegade Ranch:

|                                        |                     |
|----------------------------------------|---------------------|
| Lingle, Wyoming (pop. 510)             | 4 miles southeast   |
| Torrington, Wyoming (pop. 6,100)       | 14 miles southeast  |
| Scottsbluff, Nebraska (pop. 14,733)    | 44 miles southeast  |
| Cheyenne, Wyoming (pop. 65,132)        | 100 miles south     |
| Casper, Wyoming (pop. 57,461)          | 140 miles northwest |
| Deadwood, South Dakota (pop. 1,360)    | 175 miles northeast |
| Rapid City, South Dakota (pop. 80,169) | 190 miles northeast |
| Denver, Colorado (pop. 701,621)        | 198 miles south     |



## SIZE & DESCRIPTION

6,414± Deeded Acres  
1,400± State of Wyoming Lease Acres  
1,900± BLM Lease Acres  
**9,714± TOTAL ACRES**

The Renegade Ranch is very scenic and private, offering many opportunities for the outdoor enthusiast. The land consists of pine and cedar tree-covered hillsides, ravines and canyons set among grass-covered meadows at an elevation of approximately 4,200 to 4,600 feet above sea level. The soil is primarily a clay type, which produces excellent species of hardy grasses, including Native Gramma, Buffalo and Western Wheat grasses.

## OPERATION AND CARRYING CAPACITY

The Renegade Ranch is located in the heart of cattle country and is known for excellent gains on its hard grass plains. The availability of water from reliable windmills, wells with submersible pumps and springs make the ranch easy to manage with low maintenance costs.

The ranch has historically been utilized as a year-round cow/calf operation. With an additional ½ to one ton of supplemental hay per cow, the owner rates the ranch as a 350 to 400 cow/calf operation, which equates to 24 to 27 acres per animal unit. Calves are weaned and sold in the fall.

The owner has also run approximately 1,000 head of yearlings for a period of approximately 4-1/2 to five months. The yearlings historically averaged a little over two pounds of gain per day.

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



### LEASE INFORMATION

There are four State of Wyoming grazing leases associated with the Renegade Ranch consisting of 1,400± acres and allotted 425 AUMs. 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. The table below highlights the State of Wyoming lease acres and associated annual costs for 2021.

| LEASE NUMBER  | ACRES        | AUMs       | EXPIRES  | 2021 COSTS        |
|---------------|--------------|------------|----------|-------------------|
| 1-7431        | 640          | 207        | 1/1/2023 | \$1,407.19        |
| 1-8370        | 640          | 155        | 1/1/2025 | \$ 957.90         |
| 1-7422        | 160          | 32         | 1/1/2023 | \$ 217.54         |
| 1-8846        | 160          | 31         | 1/1/2023 | \$ 210.74         |
| <b>TOTALS</b> | <b>1,400</b> | <b>425</b> |          | <b>\$2,793.37</b> |

For more information, contact the Wyoming Office of State Lands and Investments for further information at (307) 777-7333.

The Bureau of Land Management leases associated with the Renegade Ranch consists of approximately 1,900± acres. According to the terms of the BLM leases, livestock are allowed to graze on the lease ground with varying terms of the leases.

BLM leases are renewable every ten years and are assessed \$1.35 per AUM for 2022. You may call the Casper BLM office at (307) 261-7600 for further information. The BLM lease for the ranch is as follows:

| Allotment Name | Allotment Number | Total Acres | AUMs | 2022Costs |
|----------------|------------------|-------------|------|-----------|
| Willey Draw #2 | 10438            | 40          | 9    | \$12.15   |
| Spring Canyon  | 10105            | 1831.05     | 347  | 468.45    |

### REAL ESTATE TAXES

The 2022 real estate taxes on the Renegade Ranch are approximately \$3,943.

### IMPROVEMENTS

Located along the southern edge of the Renegade Ranch, on the State of Wyoming lease ground, is a set of improvements that consists of an older ranch home with outbuildings and a modest set of corrals. Approximately one mile to the north lie a newer set of working corrals. In the northern portion of ranch is a hunting cabin with electricity and a well that feeds a cistern.



## MINERAL RIGHTS

All mineral rights owned by the Seller, if any, will be transferred to Buyer at day of closing.

## WATER RESOURCES

Ample water is provided to livestock and wildlife from three windmills and one pump jack, four reliable springs along with three wells with an electric submersible pump which supply water to three stock tanks strategically located throughout the ranch. One of the solar wells has a generator which operates a submersible pump. Water flows from the solar well into a 27,000-gallon supply tank which then continues to be gravity fed to three stock tanks via underground pipelines. Located in the center of the ranch is a man-made, large reservoir.

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 Renegade Ranch. In the event of a sale, all water rights permitted and adjudicated to the property shall be transferred to the buyer.

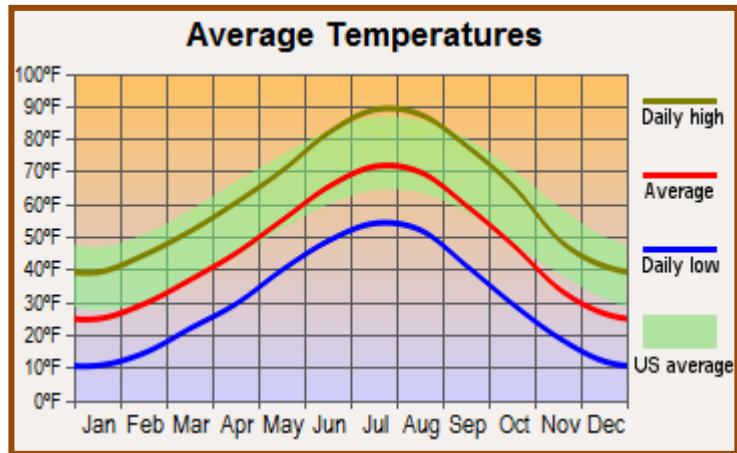


## UTILITIES

Electricity - Wyrulec, Lingle, Wyoming  
Water - Private Wells

## CLIMATE

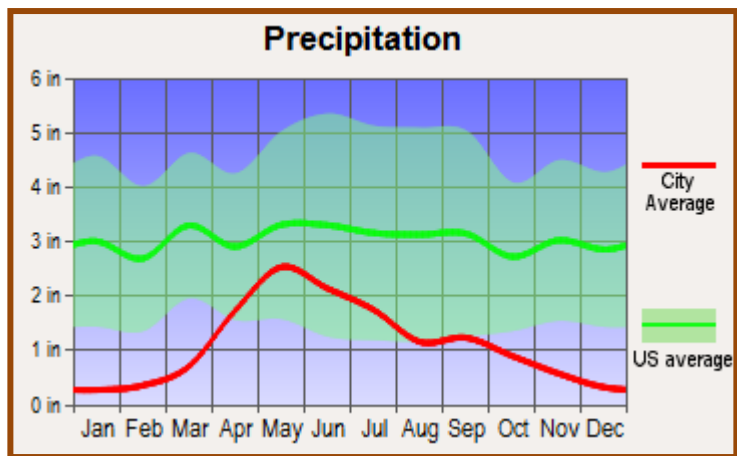
According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Lingle, Wyoming area is approximately 14.8 inches including 48.1 inches of snow fall. The average high temperature in January is 41 degrees, while the low is 13 degrees. The average high temperature in July is 89 degrees, while the low is 55 degrees. The charts to the right are courtesy of [www.city-data.com](http://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.



## COMMUNITY AMENITIES

**Lingle, Wyoming**, located in the middle of Goshen County in southeastern Wyoming, is situated among rich farm land along the North Platte River. Sitting along the Oregon Trail, western history is at its best in Lingle and the surrounding areas. Several historical sites including the Grattan Massacre Site, Western Plains Historic Preservation Center, and Fort Laramie are easily within reach of Lingle. Community amenities include a K-12 public school system, restaurants, bank, post office, retail stores and a farm/implement dealership. For higher education, Torrington, Wyoming and Scottsbluff, Nebraska both have accredited community colleges. School age children would attend public school in Lingle. Lingle is close enough to larger towns and cities for a family to enjoy country living with easy access to schools, shopping and other city conveniences.

**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, two sale barns, 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](http://www.torringtonlivestock.com).

**Lusk, Wyoming** has all the desirable amenities of a traditional, rural Wyoming town. It has an excellent school system with a low student/teacher ratio (K-12), two banks, several churches, restaurants, a town library, fairgrounds, hospital, an incredible nine-hole golf course, a weekly newspaper, retail stores, and veterinary clinic. Lusk also has a 5,058 foot paved, lighted airstrip suitable for small jets and all private planes, at an elevation of 4,964 feet above sea level. Additional information about Lusk and Niobrara County can be found at [www.luskwyoming.com](http://www.luskwyoming.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](http://www.visitscottsbluff.com).

## RECREATION AND WILDLIFE

The Renegade Ranch as well as the surrounding area is well-known for its abundance of trophy mule deer, antelope and an occasional elk. A residential flock of wild turkeys frequent the property. This large, contiguous ranch is located in Area 3 for elk, Area 16 for deer and Area 11 for antelope. The ranch offers privacy and seclusion which, along with the topography and vegetation found on the property and in the surrounding area, provide excellent habitat for the wildlife.

This area usually receives moderate snowfall during the winter months; therefore, outdoor recreational activities are accessible throughout the year on the entire ranch. This is a recreational haven that could be utilized for either personal/private enjoyment or developed and operated as a commercial/business enterprise.

## AIRPORT INFORMATION

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

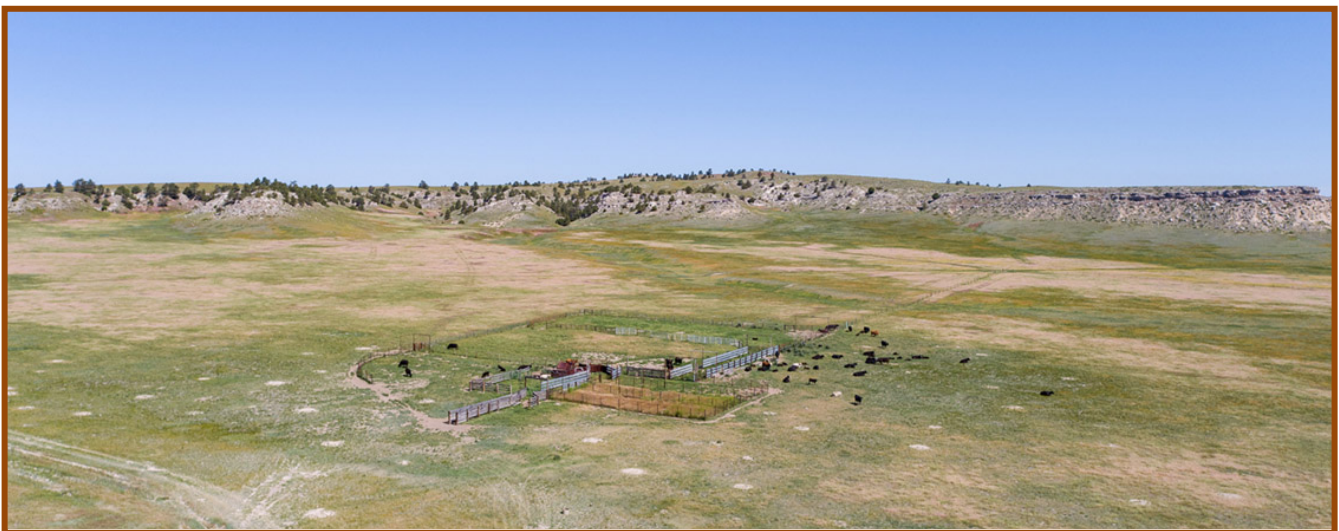
**Torrington, Wyoming:** The Torrington Municipal Airport, elevation 4,250 feet above sea level, is located two miles east of Torrington and offers two runways, aircraft parking, aircraft rental, aircraft maintenance, pilot supplies and courtesy transportation to pilots.

**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>.

**Cheyenne, Wyoming:** [Great Lakes Airlines](#) operates flights daily from Cheyenne to [Denver International Airport](#). From there they fly to many cities throughout the west and the airline also has code shares with [United Airlines](#) and [Frontier Airlines](#) to connect you with flights around the world. Cheyenne aeronautical information can be found at <http://www.cheyenneairport.com/pilotinfo.htm>.

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

**Denver, Colorado:** Denver International Airport is open 24-hours-a-day, seven days a week and is served by most [major airlines and select charters](#), providing nonstop daily service to more than 130 national and international destinations. For more information, visit the official web site for Denver International Airport: <http://www.flydenver.com/>.



## OFFERING PRICE

**Price Reduced to \$6,000,000**

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 \$175,000 (One Hundred Seventy-Five Thousand Dollars); and
  - c. be accompanied with the name, telephone number, and address of the Buyer's personal banker in order to determine financial capability to consummate a purchase.
- II. All earnest money deposits will be deposited in the title company/closing agent's trust account.
- III. The Seller shall provide and pay for an owner's title insurance policy in full satisfaction of the negotiated purchase price.
- IV. Both Buyer and Seller shall be responsible for their own attorney fees.

## FENCES AND BOUNDARY LINES

The seller is making known to all potential purchasers that there may be variations between the deeded property lines and the location for 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.



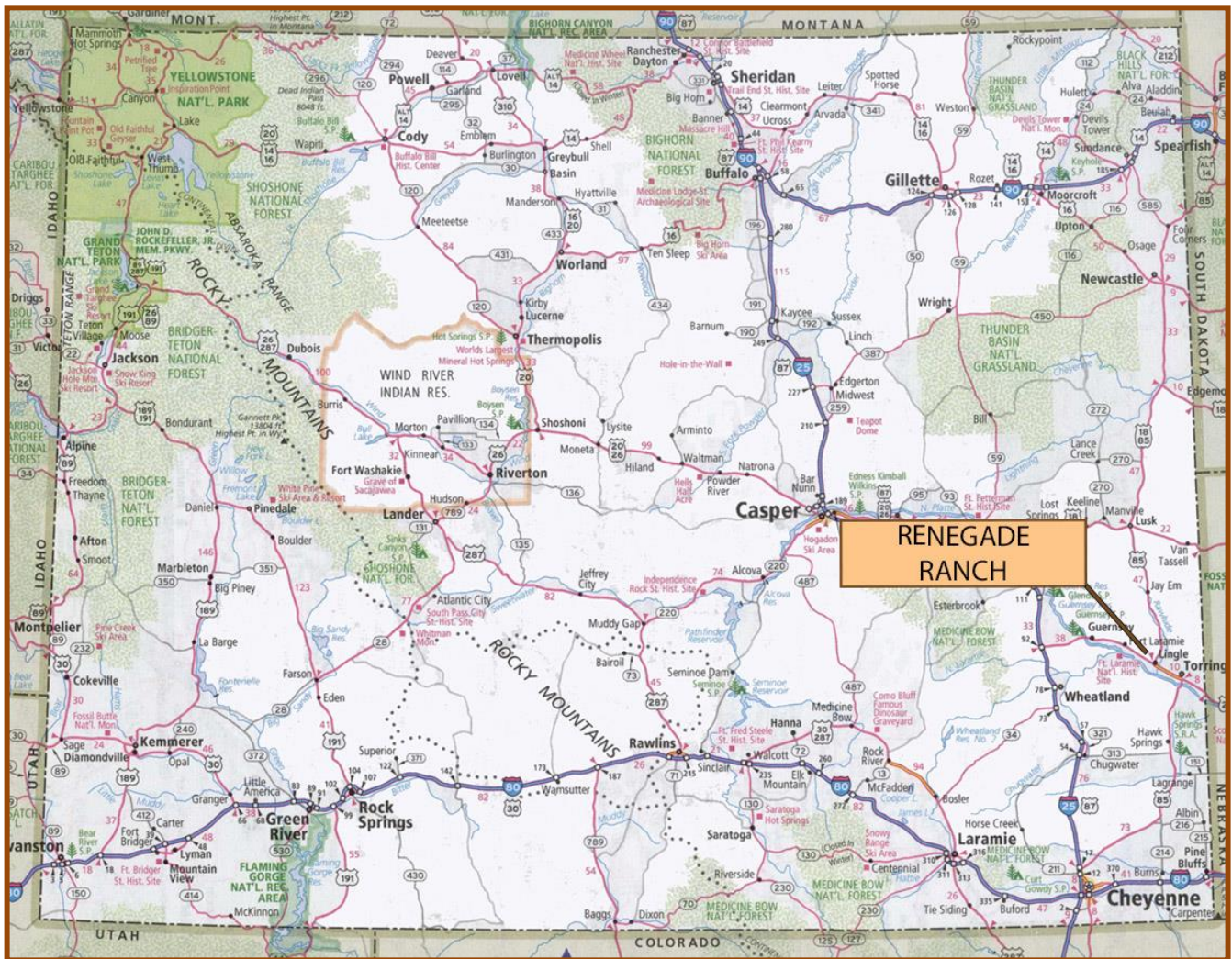
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Clark & Associates Land Brokers, LLC is pleased to have been selected as the Exclusive Agent for the Seller of this outstanding offering. All information has been obtained from sources deemed reliable by Clark & Associates Land Brokers, LLC; however, 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.**

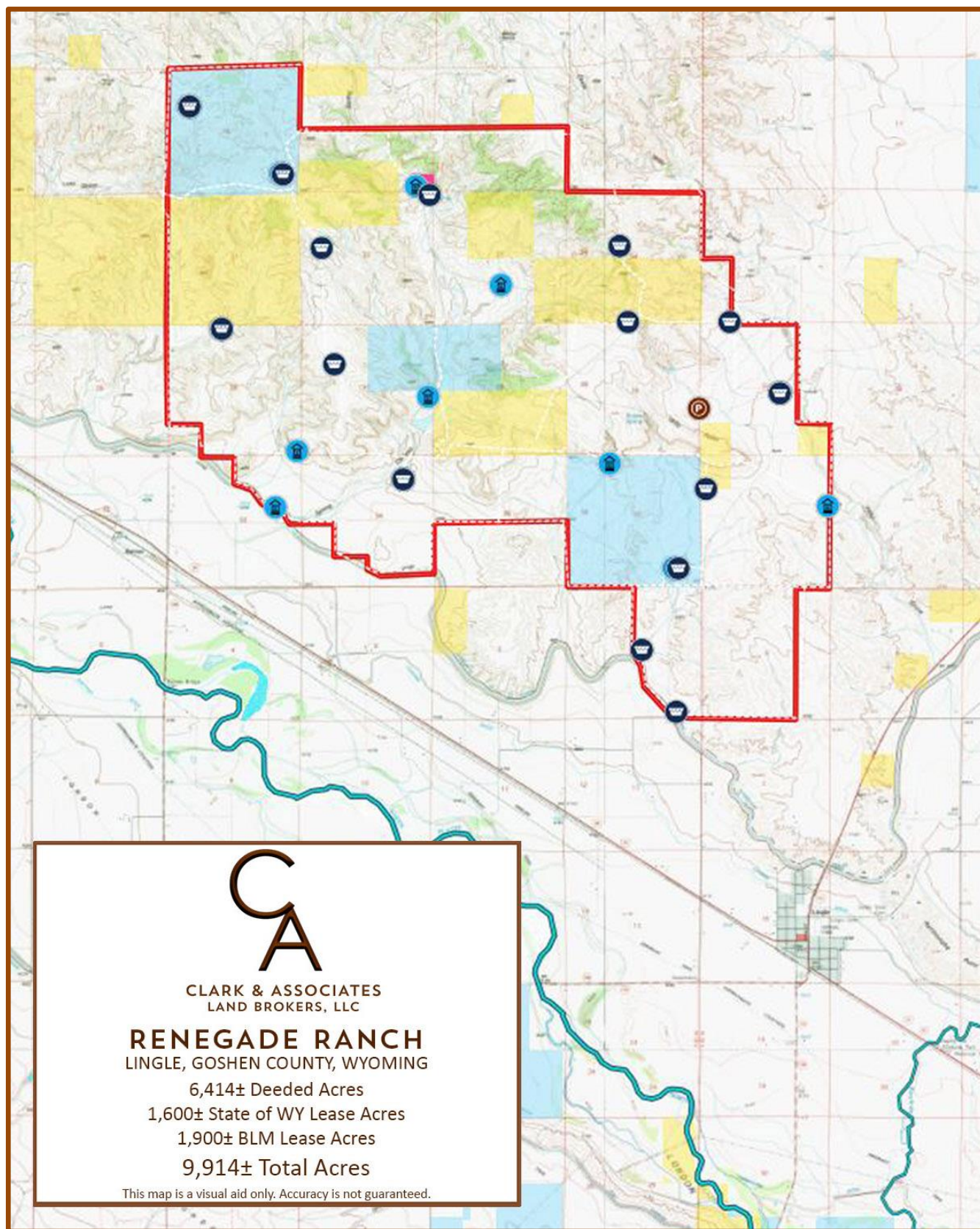
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## STATE LOCATION MAP

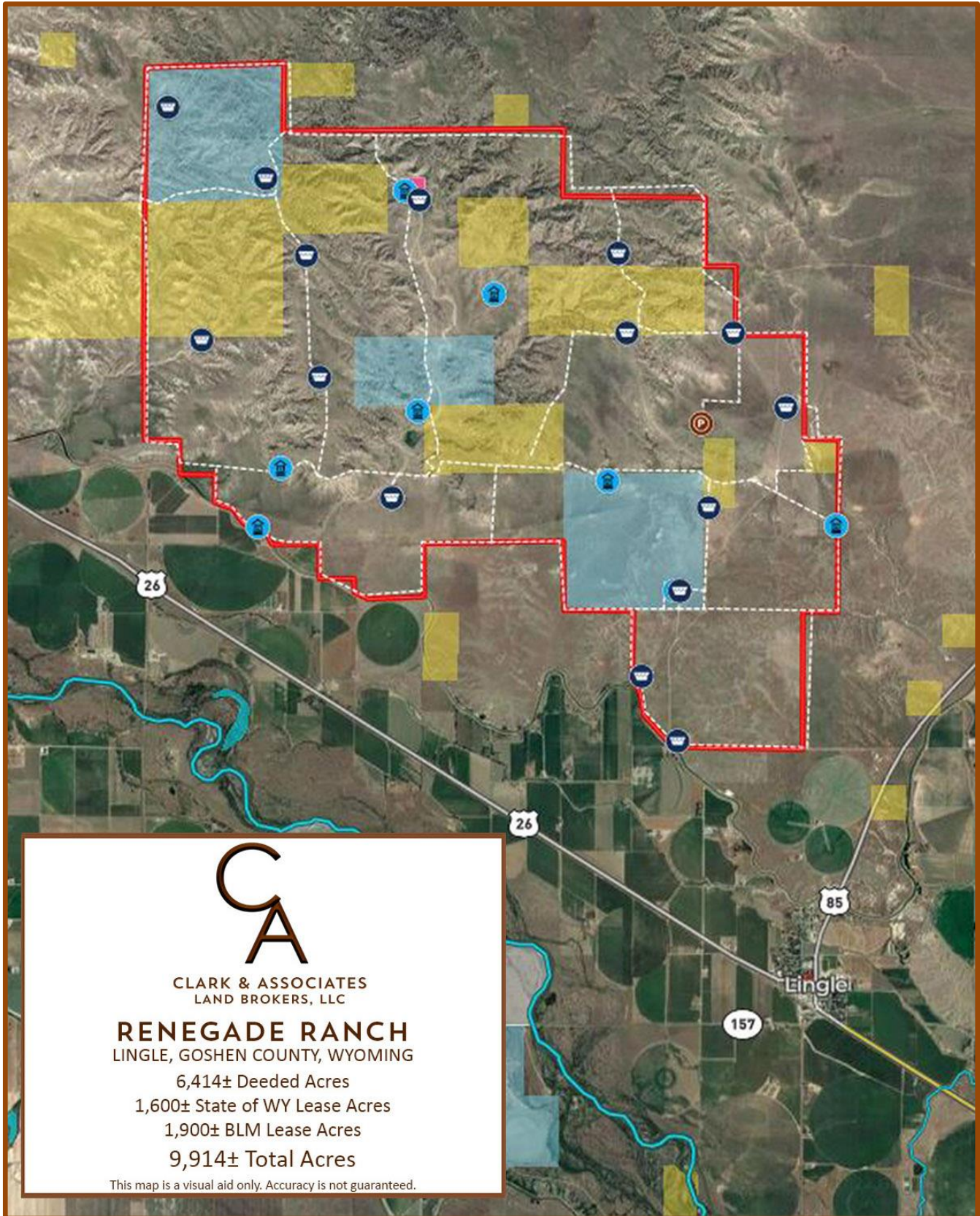


## NOTES

## RENEGADE RANCH TOPO MAP



## RENEGADE RANCH ORTHO MAP





## Get Water Rights Wyoming

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

March 10, 2022

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

Re: Water Rights Search: Renegade Ranch (See attached legal 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:

### **SURFACE WATER**

#### **Permit No. 9257D EXPIRED**

Willey Ditch, Priority Date: June 23, 1909. Source: Willey Reservoir, P1593R, and Sullivan Draw, trib Rawhide Creek, trib North Platte River. This permit is for irrigation of the following lands:

#### T26N, R62W

|            |      |             |
|------------|------|-------------|
| Section 30 | SWSE | 21.00 acres |
| Section 31 | NENW | 5.00 acres  |
|            | NWNE | 40.00 acres |
|            | NENE | 30.00 acres |

This permit is expired as the notice of beneficial use was never filed. It is possible the reinstate if the water has been continuously used since 1911.

**Permit No. 1593R EXPIRED** (see map with P9257D)

Willey Reservoir, Priority Date: June 30, 1909. This permit is for storage of 40 ac-ft for the irrigation of lands under Permit No. 9257D.

This permit is expired as the notice of completion was never filed. There is an indication on the aerial photos that this reservoir or something smaller does exist. If it is a stock reservoir, I recommend cancelling this permit and filing a stock reservoir permit.

## **GROUNDWATER**

**Permit No. UW7209**

Willy #4 Well, Priority Date: June 15, 1900. Source: Groundwater. This permit is for stock use at 10 gallons per minute (gpm) at the following location:

T26N, R62W

Section 30      NWSE

**Permit No. UW12175**

Linye Oliver No. 3 Well, Priority Date: Dec. 20, 1915. Source: Groundwater. This permit is for stock use at 15 gallons per minute (gpm) at the following location:

T26N, R63W

Section 34      NENE

**Permit No. UW13769**

Sieck No. 1 Well, Priority Date: Dec. 31, 1915. Source: Groundwater. This permit is for stock use at 20 gallons per minute (gpm) at the following location:

T26N, R62W

Section 31      SENW

**Permit No. UW21994**

Skinner No. 10 Well, Priority Date: Dec. 31, 1947. Source: Groundwater. This permit is for stock use at 6 gallons per minute (gpm) at the following location:

T26N, R63W

Section 28 SWSE

**Permit No. UW28888**

Harvey #2 Well, Priority Date: Jan. 7, 1975. Source: Groundwater. This permit is for stock use at 12 gallons per minute (gpm) at the following location:

T26N, R63W

Section 33 SENE

This well location should be field proofed to see if it lies within the legal description.

**Permit No. UW32935**

Harvey #4 Well, Priority Date: Mar. 25, 1976. Source: Groundwater. This permit is for domestic and stock use at 2 gallons per minute (gpm) at the following location:

T26N, R63W

Section 15 SESE

**Permit No. UW32936**

Harvey #3 Well, Priority Date: Mar. 25, 1976. Source: Groundwater. This permit is for domestic and stock use at 10 gallons per minute (gpm) at the following location:

T26N, R63W

Section 27 NESE

**Permit No. UW32938**

Harvey #6 Well, Priority Date: Mar. 25, 1976. Source: Groundwater. This permit is for stock use at 5 gallons per minute (gpm) at the following location:

T26N, R63W

Section 28      NENW

**Permit No. UW33708**

Harvey #7 Well, Priority Date: Mar. 25, 1976. Source: Groundwater. This permit is for stock use at 2 gallons per minute (gpm) at the following location:

T26N, R63W

Section 23      NWSE

**Permit No. UW59706**

Hudson Spring #1 Well, Priority Date: Mar. 8, 1982. Source: Groundwater. This permit is for stock use at 3 gallons per minute (gpm) at the following location:

T26N, R63W

Section 15      SESE

**Permit No. UW74848**

P.F. Stk #1 Well, Priority Date: June 17, 1987. Source: Groundwater. This permit is for stock use at 4 gallons per minute (gpm) at the following location:

T26N, R62W

Section 19      SWSW

**Permit No. UW78992**

Enl. P.F. Stk. #1 Well, Priority Date: Jan. 20, 1989. Source: Groundwater. This permit is for domestic and miscellaneous use at 0 gallons per minute (gpm) at the following location:

T26N, R62W

Section 19      SWSW (Well & tank)

T26N, R63W

Section 24      SWNE (tank)  
                    SWSE (tank)

**Permit No. UW160947**

Steggall #1 Well, Priority Date: July 23, 2004. Source: Groundwater. This permit is for domestic use at 5 gallons per minute (gpm) and an annual volume of 325,000 gallons at the following location:

T26N, R63W

Section 23      SWSW

These are records found in the State Engineer's Office and Board of Control records as of March 10, 2022, 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.

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John R. Barnes, President  
Get Water Rights Wyoming

**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**RENEGADE RANCH**

Goshen County, Wyoming

06-25-62 LOT 02-03-04-05-06-07, SWNE, SENW, E/2SW, W/2SE consisting of 464± acres

01-25-63 LOT 01-02, S/2NE, NESE, W/2SE PART, E/2SE PART consisting of 306± acres

19-26-62 LOT 03-04 30-26-62 LOT 01-02 31-26-62 LOT 02-03-04, SENW consisting of 288.56± acres.

31-26-62 E/2, E/2SW, NENW consisting of 440A± acres.

14-26-63 W/2SW 15-26-63 N/2S/2, SESE 22-26-63 NENE, S/2N/2, S/2 27-26-63 W/2, SE 28-26-63 N/2, SE, N/2SW, SESW 34-26-63 NESW consisting of 1920 acres.

14-26-63 E/2SW, SE 23-26-63 E/2NE, W/2NW, SW, W/2SE 24-26-63 N/2 25-26-63 ALL 26-26-63 NE 35-26-63 NE consisting of 1920 acres

33-26-63 N/2NE, S/2NE PART LESS 5A DITCH 34-26-63 N/2, SE PART 35-26-63 NW consisting of 720 acres.

30-26-62 LOT 03, E/2SW, W/2E/2, E/2NW consisting of 355.58 acres.

Total deeded acres 6,414.14

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



**Cory Clark**  
Broker / Owner

Office: (307) 334-2025  
Mobile: (307) 351-9556

[clark@clarklandbrokers.com](mailto:clark@clarklandbrokers.com)

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



**Michael  
McNamee**  
Sales Associate,  
REALTOR®

Cell: 307-534-5156

[mcnameeauction@gmail.com](mailto:mcnameeauction@gmail.com)

Licensed in WY & NE

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**Clark & Associates Land Brokers, LLC**  
Specializing in Farm, Ranch, Recreational & Auction Properties

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**Lusk, WY Office**

736 South Main Street • PO Box 47  
Lusk, WY 82225

**Cory G. Clark - Broker / Owner**

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**Buffalo, WY Office**

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Buffalo, WY 82834

**Mark McNamee - Associate Broker/Auctioneer/Owner**

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**Billings/Miles City, MT Offices**

6806 Alexander Road  
Billings, MT 59105

**Denver Gilbert - Associate Broker / Owner**

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**Belle Fourche, SD Office**

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

**Ronald L. Enszt - Associate Broker**

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

**Torrington, WY Office**

2210 Main St  
Torrington, WY 82240

**Logan Schliinz - Associate Broker**

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**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](mailto: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](mailto: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](mailto: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 \_\_\_\_\_