



**CLARK & ASSOCIATES
LAND BROKERS, LLC**

Specializing in Farm, Ranch, Recreational & Auction Properties

Proudly Presents



PRAIRIE CENTER FARM and RANCH

Jay Em, Goshen County, Wyoming

The Prairie Center Farm and Ranch is a beautiful, productive 1,643.01± deeded acre ranch with heavily-sodded grass cover with two pivots that irrigate approximately 308± acres.

LOCATION & ACCESS

The Prairie Center Farm Ranch is located approximately 12 miles northeast of Jay Em, Wyoming, or 33 miles southeast of Lusk, Wyoming or 35 miles north of Torrington, Wyoming. The ranch is easily accessed by traveling south from Lusk on US Highway 85 for approximately 21 miles; turn left on to Prairie Center Road, CR 122, and travel east approximately seven and a quarter miles to CR 43; turn left and travel north approximately four miles to CR 130; turn right and travel approximately three tenths of a mile the turnoff to the ranch headquarters on your left.

The ranch has convenient access to cattle markets and feedlots located in eastern Wyoming, northern Colorado and throughout Nebraska.

The following are several towns and cities that are in close proximity to and easily accessible from the ranch:

Lusk, Wyoming (population 1,567)	33 miles northwest
Torrington, Wyoming (population 6,501)	35 miles south
Scottsbluff, Nebraska (population 15,039)	67 miles southeast
Cheyenne, Wyoming (population 59,466)	119 miles northeast
Casper, Wyoming (population 55,316)	135 miles west
Denver, Colorado (population 701,621)	217 miles south



SIZE & DESCRIPTION

The 1,643.01± deeded acres Prairie Center Farm & Ranch features an underground pipeline water system to provide water to livestock via several stock tanks with concrete aprons and float systems as well as to the second house and Morton building located at the ranch headquarters. New wind breaks have been installed in recent years.

Of the 1,43.01± deeded acres, approximately 320± acres of alfalfa are irrigated via two pivots; an older low-pressure Valley 7-tower pivot and a low-pressure 9-tower 1998 Zimmatic pivot. The alfalfa stand is currently six years old, producing 5 to 6-ton of hay per acre per year.

The terrain of the ranch is rolling grassland that has been divided into heavily-sodded pastures to maximize rotational grazing. All the interior fences are 5-wire fences with wood and steel posts. The perimeter fences on the ranch are in good condition with four to five strands of barb wire on wood and steel posts.

The elevation of the ranch varies between 4,800 and 4,875 above sea level. Soils on the ranch consist of primarily loamy soil which produces excellent species of hardy grasses including native gramma grasses, buffalo grass, black root and sand grasses as well as western wheat grasses. These soils are predominantly sandier, and are more like the sand hills as opposed to gumbo type soils.



CARRYING CAPACITY / RANCH OPERATIONS

The carrying capacity of the Prairie Center Ranch is owner-rated at 125 cow/calf pairs during the summer grazing season from May 1st through October 1st.

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



WILDLIFE

The Prairie Center Ranch offers excellent habitat for wildlife such as mule deer, antelope, and upland bird species.

REAL ESTATE TAXES

According to the Goshen County Assessor's office, the annual real estate taxes on the Prairie Center Ranch are approximately \$10,479 per year.

MINERAL RIGHTS

All mineral rights have been severed from the subject property; therefore, no mineral rights will be transferred.

UTILITIES

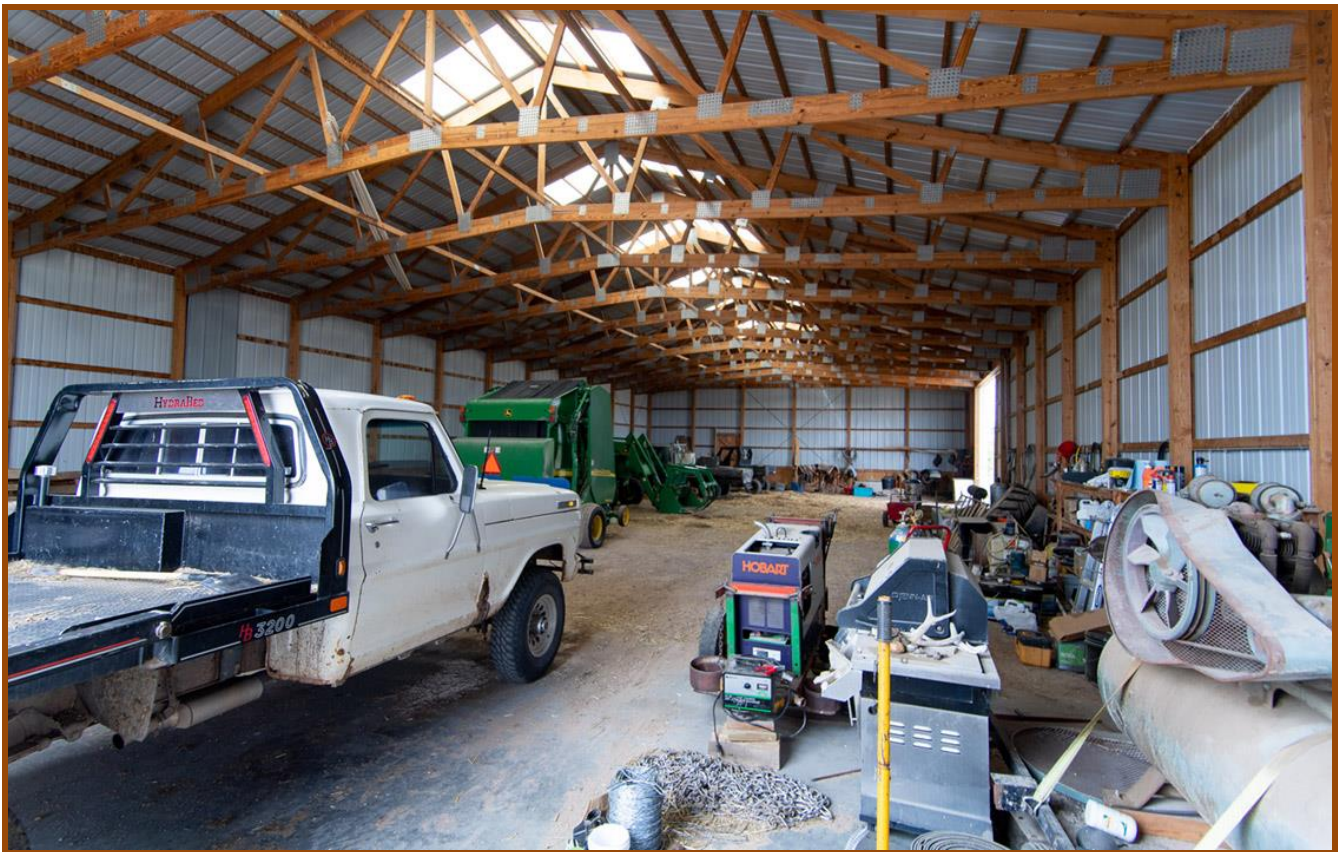
- Electricity – Niobrara Electric Association
- Propane – local providers in the area
- Communications – CenturyLink
- Mobile Phone Coverage – excellent coverage
- TV – satellite
- Water – private wells
- Sewer – private septic system

IMPROVEMENTS

The improvements on the Prairie Center Ranch consist of the following:

- A 4,102 sq. ft. home with two bedrooms and four full bathrooms. This brick home was built in 2003 and has a full, unfinished walkout basement. There is an attached, two car garage and many other amenities are found throughout the home including hot water heated floors. The current owners have made many new updates to the home.
- An 891 sq. ft. home with two bedrooms, two baths, and hot water heated floors. This home is located across the county road north of the main residence.
- A Morton 5,040 sq. ft. shop / equipment building.





WATER RESOURCES

Multiple water sources on the property include:

- Sturman #1 is a permitted irrigation well and produces 1,275 GPM (gallons per minute). This well is 510 feet deep with a static water level of 91 feet. There is a 150 horse power electric pump set at 220 feet that pumps the water to the 1998 Zimmatic low pressure 9-tower pivot which irrigates the 188± acres. In July of 2021, D. C. Drilling of Lusk, WY provided over \$35,000 worth of new equipment and repairs to this well including pulling the pump, servicing and cleaning head shaft, installing new columns and fitting this well with a new high-efficiency motor.
- The Wade #1 is a permitted irrigation well and produces 875 GPM (gallons per minute). has a priority date of 09/12/1972 and is permitted to irrigate 119.6± acres via an older 7-tower Valley pivot. The well has a depth of 332 feet with a static water level of 93 feet. The Certificate of Appropriation of Ground Water is included at the back of this brochure. In May of 2022, D. C. Drilling of Lusk, WY provided over \$18,000 worth of service to this well as it was fully serviced and received a new six-stage motor.

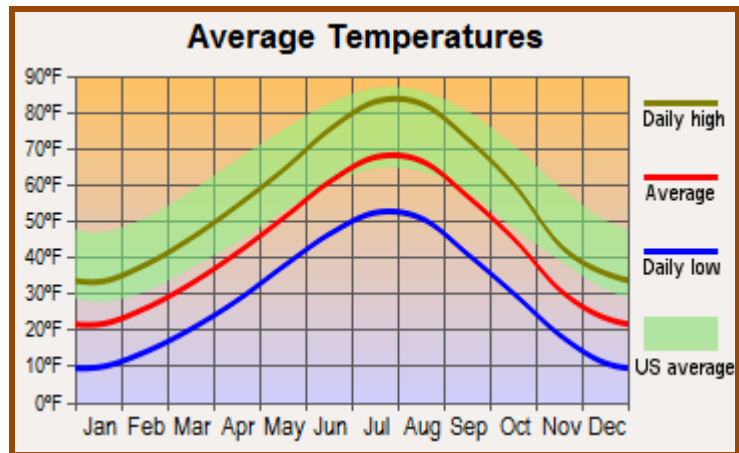
Stock water to each pasture is provided from a well that feeds water through an underground pipeline system to seven stock tanks with concrete aprons that are strategically located throughout the ranch. The tanks are either located on the fence line between pastures or in the center of the pastures so that livestock do not have to travel far for water.

Upon request, Clark & Associates Land Brokers, LLC will provide any prospective buyer a the results of a water rights search for the Prairie Center Farm & Ranch. A summary of the water rights search is available on our website at www.clarklandbrokers.com.



CLIMATE

According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Lusk, Wyoming area is approximately 17.7 inches including 48.7 inches of snow fall. The average high temperature in January is 35 degrees, while the low is 13 degrees. The average high temperature in July is 85 degrees, while the low is 54 degrees. The charts to the right are courtesy of www.city-data.com.

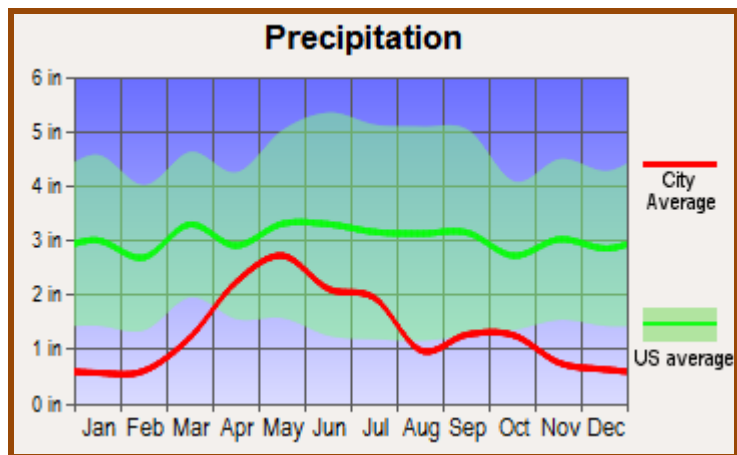


STATE OF WYOMING

Wyoming is a state that offers an incredible diversity of activities, geography, climate, and history. Just a territory in 1869, Wyoming became the 44th state in 1890. The state's population is 563,626, and provides a variety of opportunities and advantages for persons wishing to establish residency.

Wyoming's energy costs are the second lowest in the nation, and the cost of living index is below the national average. Wyoming ranks among the top ten in the entire United States for educational performance. There is no state income tax, and Wyoming offers an extremely favorable tax climate:

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



According to Michael B. Sauter, Alexander E. M. Hess, Samuel Weigley, and Ashley C. Allen of 24/7 Wall Street, Wyoming is a model of good management and a prospering population. The state is particularly efficient at managing its debt, owing the equivalent of just 20.4% of annual revenue in fiscal 2010. Wyoming also has a tax structure that, according to the Tax Foundation, is the nation's most-favorable for businesses - it does not have any corporate income taxes. The state has experienced an energy boom in recent years. The mining industry, which includes oil and gas extracting, accounted for 29.4% of the state's GDP; more than in any other state. As of last year, Wyoming's poverty, home foreclosure, and unemployment rates were all among the lowest in the nation.

COMMUNITY AMENITIES

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.

Public education in the city of Torrington is provided by Goshen County School District #1. Zoned campuses include Lincoln Elementary School (grades K-2), Trail Elementary School (grades 3-5), Torrington Middle School (grades 6-8), and Torrington High School (grades 9-12). Higher education is available at Eastern Wyoming College in Torrington, or at Western Nebraska College in Scottsbluff, Nebraska which is approximately 30 miles east of Torrington. Two four-year universities are within 150 miles: Chadron State College in Chadron, Nebraska and the University of Wyoming located in Laramie, Wyoming.

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.

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.



AIRPORT INFORMATION

The Lusk Municipal Airport is located approximately three miles east of Lusk and sits at an elevation of 4,967 feet above sea level at latitude N42-45.2, longitude W104-24.3. The approach is VFR and Runway 10/28 is hard surfaced, paved with asphalt measuring 5,058 ft. by 75 ft. For more information, please visit the following website: <http://www.acukwik.com/AirportInfo/KLSK>.

The Torrington Municipal Airport, elevation 4,250 feet above sea level, is located two miles east of Torrington and offers the following services:

- Aviation fuel: 100LL Avgas and Jet A (full service)
- Aircraft parking (ramp or tie down)
- Hangars
- Flight training
- Aircraft rental
- Aircraft maintenance
- Pilot supplies
- Courtesy transportation to pilots

Runway information for the Torrington Municipal Airport:

Runway 2 right traffic pattern

Runway 02/20:

3001x 60 feet Asphalt Surface

Runway 10/28:

5703 x 75 feet Asphalt Surface

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

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

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 <http://www.flyscottsbluff.com>. Complete aeronautical information for the Western Nebraska Regional Airport can be found at <http://www.airnav.com/airport/KBFF>.

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



OFFERING PRICE

\$3,200,000

Acceptable terms for purchasing this property include, but are not limited to cash at closing, new loan, or 1031 tax exchange. No portion of the purchase transaction will be financed by 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 \$160,000 (One Hundred Sixty Thousand Dollars); and
 - C. be accompanied with the name, telephone number, and address of the Buyer's personal banker in order to determine financial capability to consummate a purchase.
- II. All earnest money deposits will be deposited in the title company/closing agent's trust account.
- III. The Seller shall provide and pay for an owner's title insurance policy in full satisfaction of the negotiated purchase price.
- IV. Both Buyer and Seller shall be responsible for their own attorney fees.

FENCES AND BOUNDARY LINES

The seller is making known to all potential purchasers that there may be variations between the deeded property lines and the location of the existing fence boundary lines on the subject property. Seller makes no warranties with regard to location of the fence lines in relationship to the deeded property lines, nor does the seller make any warranties or representations with regard to specific acreage within the fenced property lines. Seller is selling the property in an "as is" condition which includes the location of the fences as they exist.

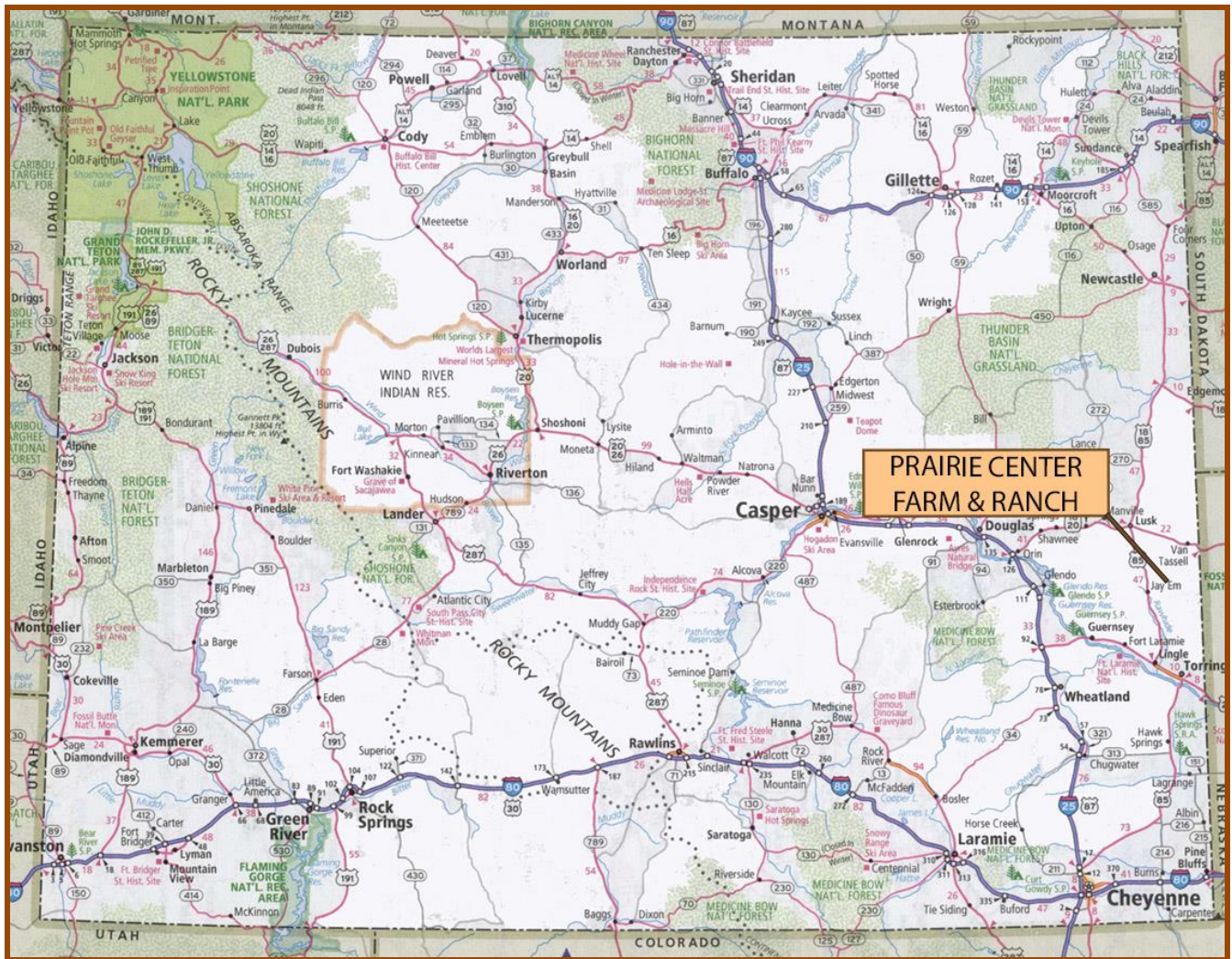
Boundaries shown on accompanying maps are approximate based on the legal description and may not indicate a survey. Maps are not to scale and are for visual aid only. Their accuracy is not guaranteed.



Clark & Associates Land Brokers, LLC is pleased to have been selected as the Exclusive Agent for the Seller of this outstanding offering. All information has been obtained from sources deemed reliable by Clark & Associates Land Brokers, LLC; however, the accuracy of this information is not guaranteed or warranted by either Clark & Associates Land Brokers, LLC, or the Sellers, and prospective buyers are charged with making and are expected to conduct their own independent investigation of the information contained herein. This offering is subject to prior sale, price change, correction or withdrawal without notice.

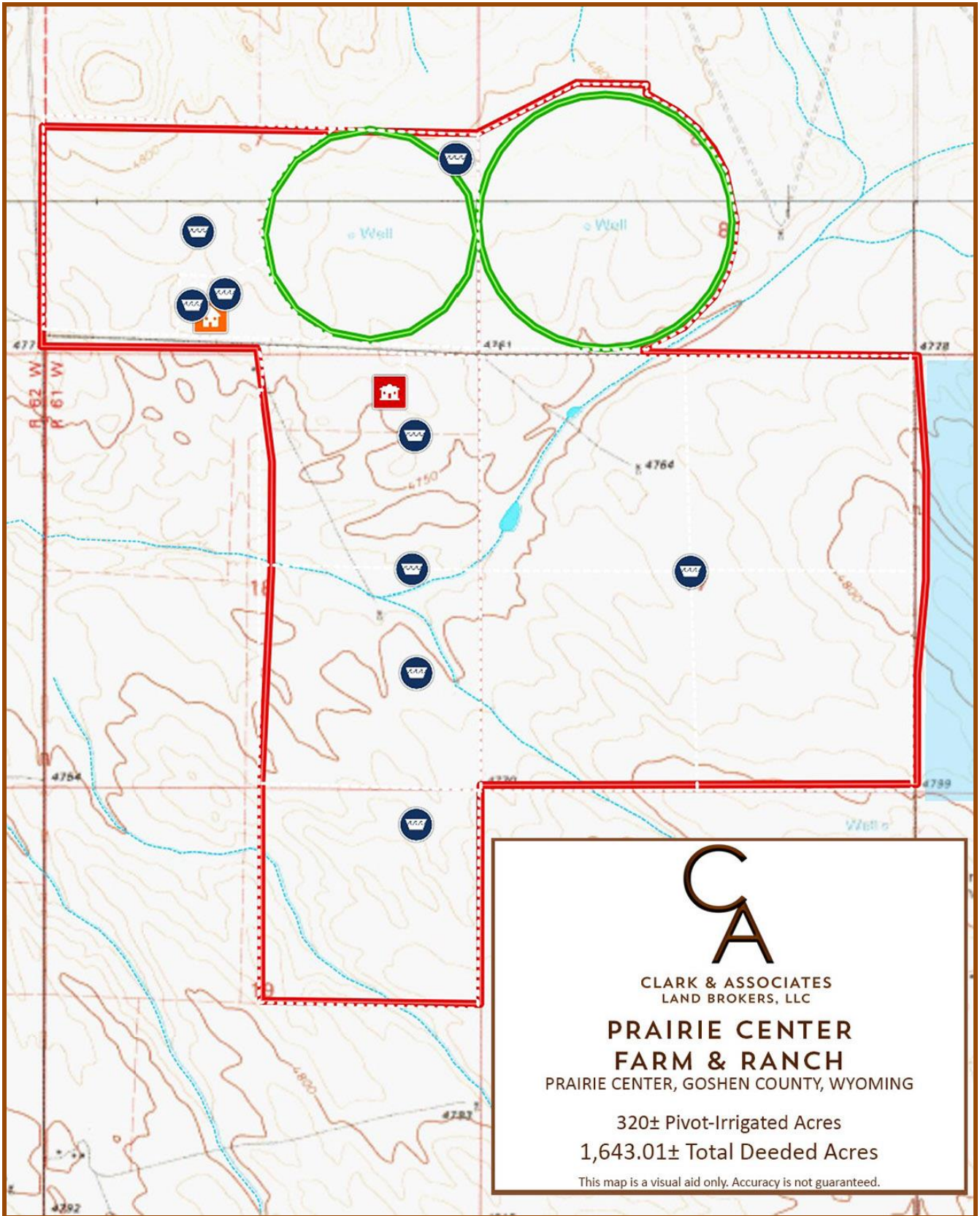
Notice to Buyers: Wyoming Real Estate Law requires that the listing Broker and all licensees with the listing Broker make a full disclosure, in all real estate transactions, of whom they are agents and represent in that transaction. All prospective buyers must read, review and sign a Real Estate Brokerage Disclosure form prior to any showings. **Clark & Associates Land Brokers, LLC with its sales staff is an agent of the seller in this listing.**

STATE LOCATION MAP

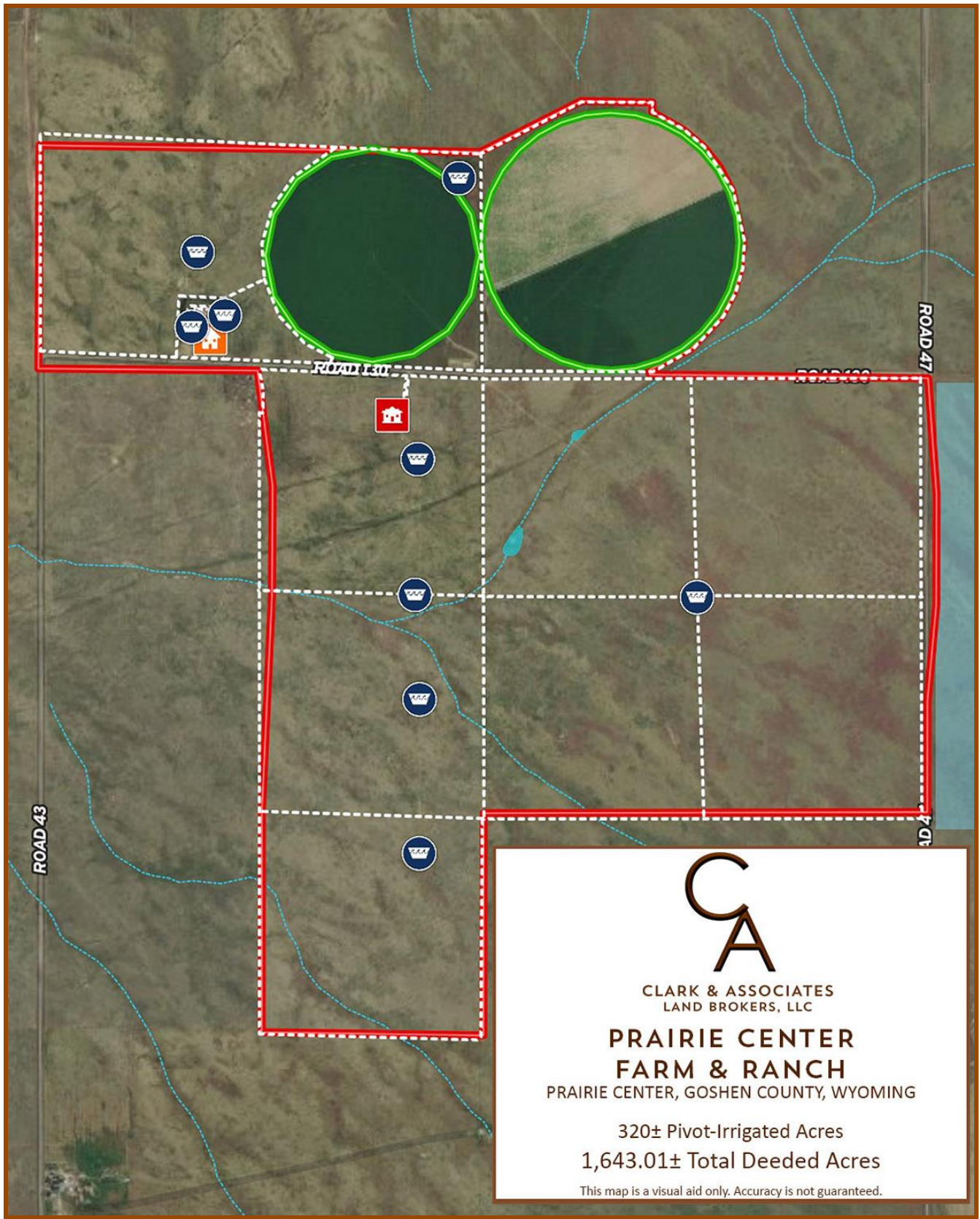


NOTES

PRAIRIE CENTER FARM and RANCH TOPO MAP



PRAIRIE CENTER FARM and RANCH ORTHO MAP





Get Water Rights Wyoming

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

December 13, 2022

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

Re: Prairie Center Ranch and Pivot

T29N, R61W

Section 7	Lot 3, Lot 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$
Section 8	SW $\frac{1}{4}$, PO SW $\frac{1}{4}$ NW $\frac{1}{4}$, PO SE $\frac{1}{4}$ NW $\frac{1}{4}$, PO SWNE, PO NW $\frac{1}{4}$ SE $\frac{1}{4}$, PO SW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 17	All
Section 18	E $\frac{1}{2}$
Section 19	NE $\frac{1}{4}$

Dear Mr. Clark,

The search of records found in the State Engineer's Office and Board of Control was conducted for the certain lands in:

GROUNDWATER

Permit No. UW 7521

Kuester No. 1 Well, Priority Date: December 31, 1971. Source: Groundwater. This permit is for stock use at 10 gpm at the following location:

T29N, R61W

Section 8 SESW

Permit No. UW 10518

Bates No. 2 Well, Priority Date: November 30, 1946. Source: Groundwater. This permit is for stock use at 5 gpm at the following location:

T29N, R61W

Section 17 SENW

Permit No. UW 15682

Wade No. 1 Well, Priority Date: September 12, 1972. Certificate Record No. UW 2, Page 269, Order Record No. 21, Page 213, Proof No. UW 767. Source: Groundwater. This permit is for original supply irrigation use for the following lands:

T29N, R61W

Section 7	NESE	32.5 acres
	NWSE	33.3 acres
	SWSE	27.3 acres
	SESE	<u>26.5 acres</u>
	TOTAL	119.6 acres

Permit No. UW 19473

Bates No. 3 Well, Priority Date: June 21, 1949. Source: Groundwater. This permit is for stock use at 6 gpm at the following location:

T29N, R61W

Section 18 NENE

Permit No. UW 19474

Bates No. 1 Well, Priority Date: Mar. 21, 1925. Source: Groundwater. This permit is for stock use at 25 gpm at the following location:

T29N, R61W

Section 7 NESE

Permit No. UW 24589

Sturman Irrigation No. 1 Well, Priority Date: August 13, 1973. Certificate Record No. UW 2, page 368; Order Record No. 21, page 327; Proof No. UW 866. Source: Groundwater. The permit is for original supply irrigation at 1275 gpm to the following lands:

T29N, R61W

Section 8	SWNE	0.50 acres
	SWNW	7.00 acres
	SENE	11.70 acres
	NESW	40.00 acres
	NWSW	37.30 acres
	SWSW	29.70 acres
	SESW	36.70 acres
	NWSE	11.00 acres
	<u>SWSE</u>	<u>5.90 acres</u>
	TOTAL	179.80 acres

Permit No. UW 53275

Prairie Center #4 Well, Priority Date: August 22, 1980. Source: Groundwater. This permit is an SEO monitor well at the following location:

T29N, R61W

Section 17 NENE

Permit No. UW 90481

Bates No. 6 Well, Priority Date: December 28, 1992. Source: Groundwater. This permit is for domestic and stock use at 25 gpm at the following location:

T29N, R61W

Section 7 SESW

Permit No. UW 132918

Bates 18 Well, Priority Date: March 2, 2001. Source: Groundwater. This permit is for domestic and stock use at 25 gpm and an annual volume of 325,000 gallons at the following location:

T29N, R61W

Section 18 NWNE

Permit No. UW 187790

G & A Well, Priority Date: July 31, 2008. Source: Groundwater. This permit is for domestic & stock use at 20 gpm and an annual volume of 1 acre-foot at the following location:

T29N, R61W

Section 18 SWSE

These are records found in the State Engineer's Office and Board of Control records as of Dec. 13, 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.



John R. Barnes, President
J R Barnes Consulting, LLC

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



Cory Clark
Broker/Owner, REALTOR®

Cell: 307-351-9556

clark@clarklandbrokers.com

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

Clark & Associates Land Brokers, LLC
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Billings/Miles City, MT Offices

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Billings, MT 59105

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Belle Fourche, SD Office

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Belle Fourche, SD 57717

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Torrington, WY 82240

Logan Schliinz - Associate Broker

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1878 N Glendo Hwy, Glendo, WY 82213

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Wheatland, WY Office

4398 Palmer Canyon Road
Wheatland, WY 82201

Jon Keil – Associate Broker

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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 _____