



**CLARK & ASSOCIATES
LAND BROKERS, LLC**

Specializing in Farm, Ranch, Recreational & Auction Properties

Proudly Presents



HAT CREEK LIVESTOCK

Lusk, Niobrara County, Wyoming

The Hat Creek Livestock Ranch consists of 4,842± contiguous total acres and is a low-overhead, productive grass ranch located on the hardy grass plains of Eastern Wyoming.

LOCATION & ACCESS

The Hat Creek Livestock Ranch is located approximately 20 miles northeast of Lusk, Wyoming. To access the ranch from Lusk, travel north on US Highway 85 for fifteen miles to Hat Creek Road; turn right on to Hat Creek Road, traveling east for 5 miles, following the bend in the road to the right; continue traveling south on Hat Creek Road for approximately one-half a mile; the ranch headquarters will be located on the left.

This easily-accessible property can be used as a year-round or seasonal operation, depending on the needs of the owner. Hat Creek Road is a well-maintained county road that provides year-round access to the property.

Several towns and cities in proximity to the property include:

- | | |
|--|---------------------|
| • Lusk, Wyoming (population 1,578) | 20 miles south |
| • Douglas, Wyoming (population 6,120) | 77 miles west |
| • Torrington, Wyoming (population 6,501) | 77 miles south |
| • Wheatland, Wyoming (population 3,627) | 110 miles south |
| • Casper, Wyoming (population 59,628) | 125 miles northwest |
| • Scottsbluff, Nebraska (population 15,039) | 108 miles southeast |
| • Rapid City, South Dakota (population 67,956) | 140 miles northeast |
| • Cheyenne, Wyoming (population 59,466) | 178 miles south |
| • Fort Collins, Colorado (population 143,986) | 220 miles south |
| • Denver, Colorado (population 701,621) | 275 miles south |



SIZE & DESCRIPTION

4,123.91± Deeded Acres
678.87± State of Wyoming Lease Acres
40± Acres BLM Lease
4,842.80± Total Acres

Over the years, the owners have made several improvements throughout the ranch. This is a rare opportunity to own a large contiguous, fully improved, grass ranch that consists of 85% deeded acres.

Since purchasing the property over 20 years ago, the current owners have invested extensive time and resources into the water development, fencing, and cross fencing, which has greatly increased the capacity and efficiency of the ranch. Pride of ownership is evident in every aspect of this unique offering.

The Hat Creek Livestock Ranch is in the heart of cattle country with high protein, short grass. It is 4,842± contiguous acres, including State of Wyoming lease acres and BLM land. The ranch is fenced with 4 and 5 strand barbed wire with mostly steel posts. It is cross fenced into 16 pastures for rotational grazing.

The elevation of the ranch ranges from 3,650 to 4,130 ft. above sea level. The Hat Creek Livestock Ranch is an expansive grass ranch made up of diverse topography which varies from heavily-sodded grass pastures, flat meadows and rolling hills along with many draws that are covered in native grasses. The varied terrain provides a range of vegetation as well as natural draws and ravines that offer protection for livestock and wildlife.

The Hat Creek Livestock Ranch has historically grazed 200 head of cow/calf pairs year-round. The ranch is a very low-overhead operation as the owners have historically had to feed little supplemental feed during the winter months.

REAL ESTATE TAXES

According to the Niobrara County Assessor's records, the real estate taxes for the Hat Creek Livestock Ranch are approximately \$3,522 annually.

MINERAL RIGHTS

Any and all mineral rights, owned by seller, if any, will be transferred to buyer at day of closing.



LEASE INFORMATION

State of Wyoming lease number 1-8844 associated with Hat Creek Livestock consists of 678.87± acres and expires in 2031. State of Wyoming leases are renewable every ten (10) years with an annual payment due each year. The annual payments are assessed per AUM with the cost per AUM varying year to year as determined by the Office of Lands and Investments for the State of Wyoming. An Animal Unit Month (AUM) is the amount of forage required by one animal unit (cow/calf pair) for one month. For 2022, the cost per AUM is \$6.18 and with 234 AUMs allotted with the State lease acres. This equates to \$1,446.21 for the 2022 annual lease payment on the Hat Creek Livestock Ranch. Contact the Wyoming Office of State Lands and Investments at (307) 777-7331 for further information.

Lease Name	Allotment Number	Total Acres	Total AUMs	Expiration Date	2022 Costs
State Lease	1-8844	679	234	2031	\$1,446.21

The Bureau of Land Management lease, known as Mill Creek allotment number 04151 associated with the ranch consists of a total of 40± acres. BLM leases are renewable every ten years, and for 2020, are assessed at \$1.35 per AUM per year. The Hat Creek Livestock Ranch BLM lease is allotted 10 AUMs per year which equates to a cost of \$13.50 for 2022. You may call the Newcastle BLM office at (307) 746-6600 for more information.

Lease Name	Allotment Number	Total Acres	Total AUMs	Expiration Date	2022 Costs
Mill Creek	04151	40	10	2025	\$13.50



WATER RESOURCES

There are six wells on the Hat Creek Livestock Ranch: one submersible well, two windmills, and three solar wells. In addition, there are seasonal springs located in three of the pastures.

In 2008, the owners installed a 1-1/4" pipeline, buried five feet deep, that provides water to several stock tanks throughout the ranch. Most of the tanks along the pipeline are tire tanks; however, one of the tanks on the pipeline is a 30-foot bottomless tank. Included along the pipeline are two storage tanks, one holding 12,000 gallons and the second holding 10,000 gallons. There is also a large reservoir located northwest of the improvements that provides water to 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 is to be completed on the Hat Creek Livestock Ranch. A summary of the water rights search that has been completed for this ranch is also available on our website, www.clarklandbrokers.com, and is also included in this brochure.



CARRYING CAPACITY / RANCH OPERATIONS

The Hat Creek Ranch has historically run 200 head of cow/calf pairs year-round. The grass is high quality with a variety of hard grass species, rich in protein content. It is common for weight gains of 2 to 2.5 pounds per day on yearling cattle. Historically, the weaning weights on calves in the fall of Hat Creek Livestock Ranch averaged 520 pounds on the heifer calves with the steer calves weighing in slightly more at 550 pounds.

The ranch is cross-fenced into 16 pastures for flexible management and efficient grazing rotation. Most fences are four or five strands of barbed wire with wooden and steel posts and are in good condition.

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



UTILITIES

Electricity – Niobrara Electric Association

Propane – Private Providers

Communications – CenturyLink

Water – Private Wells

Sewer – Septic Tanks

IMPROVEMENTS

Improvements on the Hat Creek Livestock Ranch include the following:

- 2,160 sq. ft. one-story ranch house with five bedrooms and three baths. A partial remodel was completed in 2020.
- 1,500 sq. ft. farm utility building built in 1949
- 1,280 sq. ft. barn built in 1940
- 864 sq. ft. farm utility building built in 1956
- 2,240 sq. ft. farm utility building built in 1932
- 1,680 sq. ft. farm utility building built in 1964
- 324 sq. ft. poultry shed built in 1940



RECREATION & WILDLIFE

The habitat for wildlife is excellent and many different species can be found on the property including elk, mule and whitetail deer, antelope, coyotes, fox, mountain lion, sharp-tail grouse, partridges, geese and other wildlife.

The Hat Creek Livestock Ranch is in Area 8 for antelope, Area 12 for deer, and Area 126 for elk. For more information on hunting areas visit <https://wgfd.wyo.gov/>.

COMMUNITY AMENITIES

Lusk 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 as well as 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 and lighted airstrip suitable for small jets and all private planes, at an elevation of 4,964 feet above sea level, less than 20 miles of the Greer Ranch.

AIRPORT INFORMATION

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

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 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>.

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>

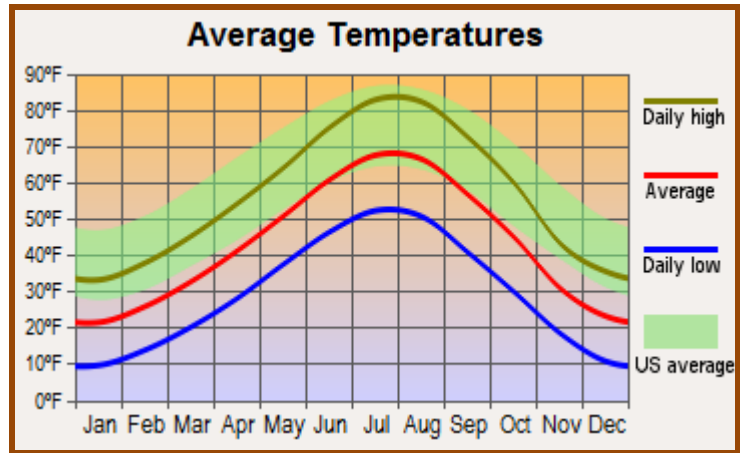
Scottsbluff, Nebraska: Great Lakes Airlines provides flights to and from Denver, Colorado from the Western Nebraska Regional Airport. Valley Airways, fixed base operator for the airport, provides charter flights, in-transit charter refueling, airplane maintenance and repair and flight training. For more 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 130 national and international destinations. For more information, visit the official web site for Denver International Airport: <http://www.flydenver.com/>.



CLIMATE

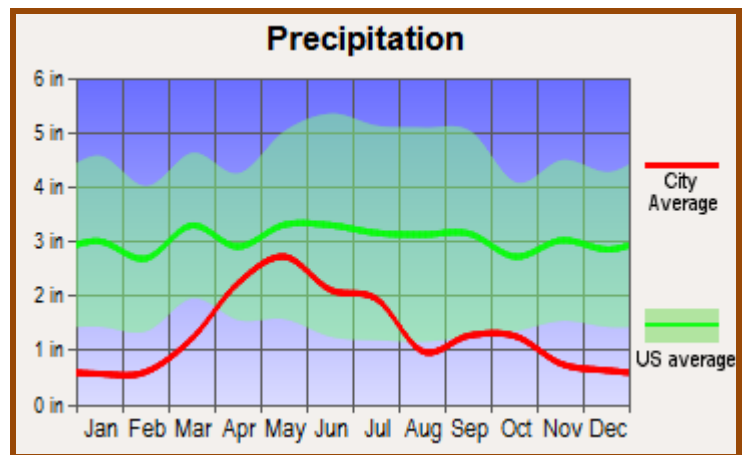
According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Lusk, Wyoming area is approximately 17.6 inches including 48.2 inches of snow fall. The average high temperature in January is 35 degrees, while the low is 13 degrees. The average 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.

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.

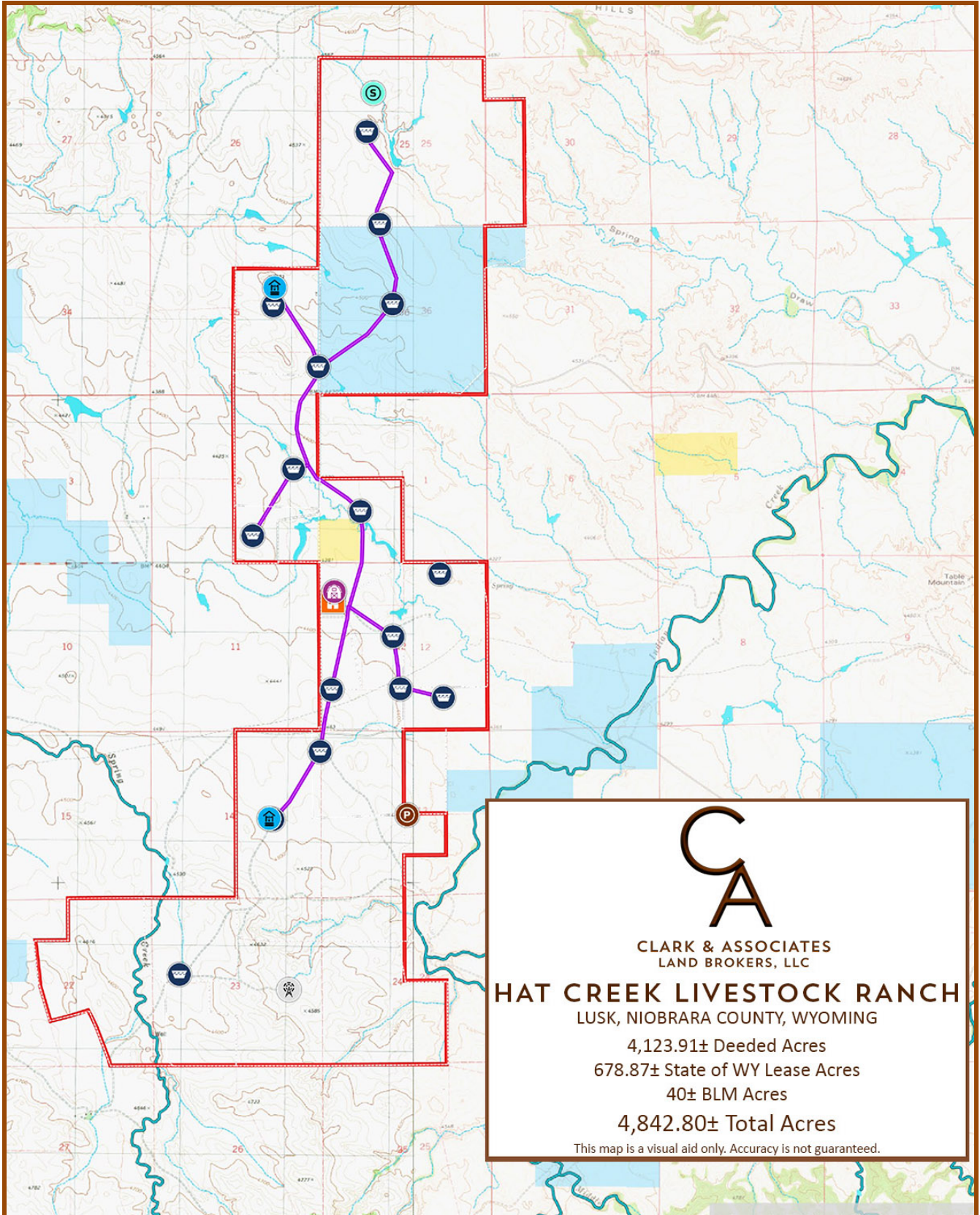
Boundaries shown on accompanying maps are approximate based on the legal description and may not indicate a survey. Maps are not to scale and are for visual aid only. Their accuracy is not guaranteed.



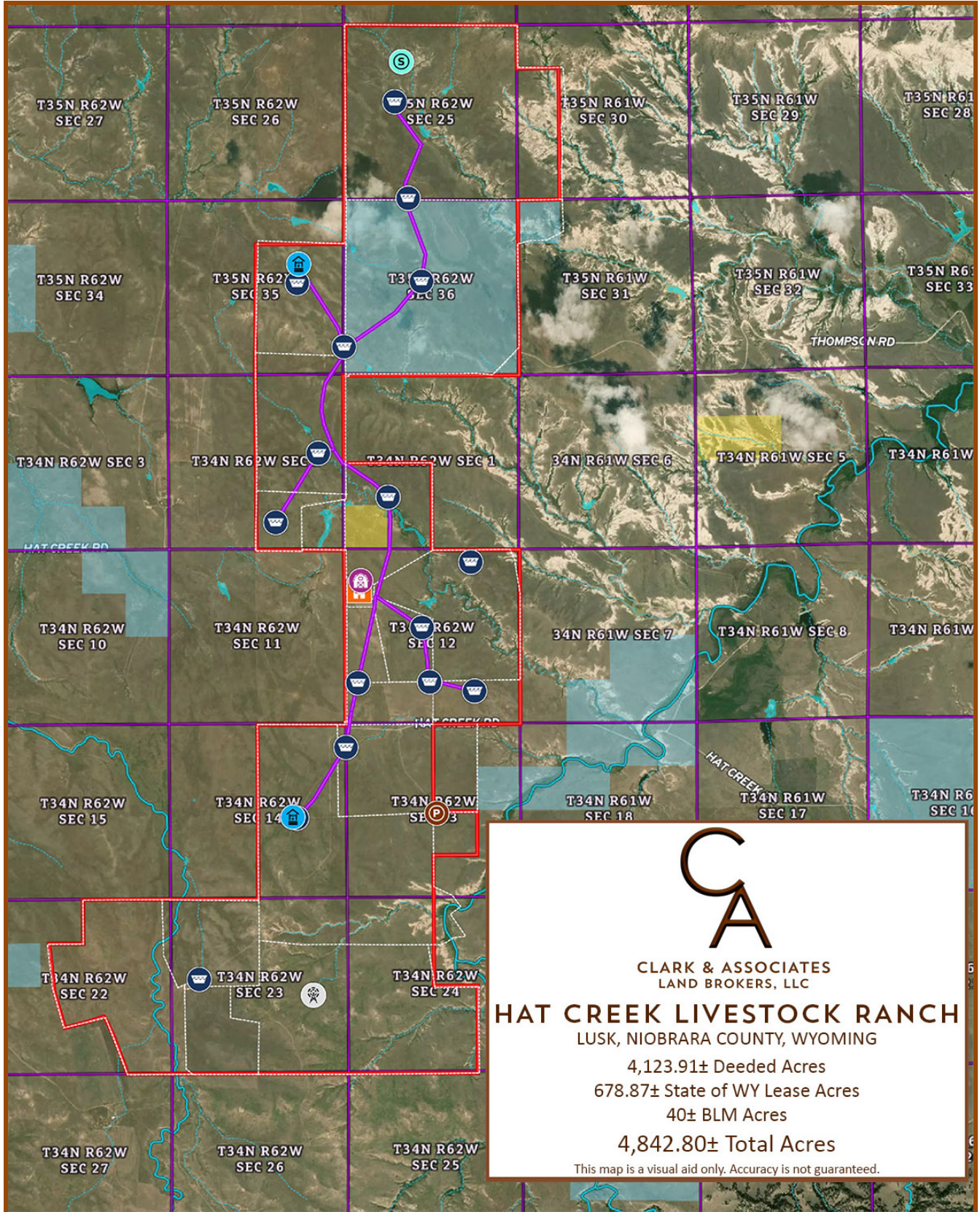
Clark & Associates Land Brokers, LLC is pleased to have been selected as the Exclusive Agent for the Seller of this outstanding offering. All information has been obtained from sources deemed reliable by Clark & Associates Land Brokers, LLC; however, the accuracy of this information is not guaranteed 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.**

HAT CREEK LIVESTOCK RANCH TOPO MAP



HAT CREEK LIVESTOCK RANCH ORTHO MAP



CA
CLARK & ASSOCIATES
LAND BROKERS, LLC

HAT CREEK LIVESTOCK RANCH
LUSK, NIOBRARA COUNTY, WYOMING

4,123.91± Deeded Acres
678.87± State of WY Lease Acres
40± BLM Acres
4,842.80± Total Acres

This map is a visual aid only. Accuracy is not guaranteed.



Get Water Rights Wyoming

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

July 13, 2022

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

Re: Hat Creek Ranch Water Rights Search
Niobrara County, Wyoming

Township 34N, Range 62W

SEC 1 N2SW SESW;

SEC 2 E2; SEC 12 ALL;

SEC 13 W2 NWSE;

SEC 14 E2;

SEC 22 NE E2SE, PTS OF SWSE NWSE NESW SENW SESW (METES & BOUNDS);

SEC 23 ALL;

SEC 24 W2 W2SE

Consisting of 3,128± ACRES

Township 35N, Range 61W

SEC 30 LOTS 2-3-4

Consisting of 115.91± ACRES

Township 35N, Range 62W

SEC 25 ALL; SEC 35 SE S2NE

Consisting of 880± ACRES

Total Deeded Acres: 4,123.91

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. 11597D

Jensen No. 1 Ditch, Priority Date: Nov. 20, 1912. Certificate Record No. 37, page 798; Order Record No. 5, page 250; Proof No. 14379. Source: Sweed Ck, trib Indian Ck, trib Hat Creek, trib South Fork Cheyenne R. This appropriation is for original supply irrigation of the following lands:

T34N, R62W

Section 2 SESE 4.16 acres (.06 cfs)

Permit No. 11598D

Jensen No. 2 Ditch, Priority Date: Nov. 20, 1912. Certificate Record No. 38, page 80; Order Record No. 5, page 257; Proof No. 14461. Source: Sweed Ck, trib Indian Ck, trib Hat Creek, trib South Fork Cheyenne R. This appropriation is for original supply irrigation of the following lands:

T34N, R62W

Section 2 SESE 2.42 acres (.04 cfs)

Permit No. 23341D

Jensen Portable Sprinkler, Priority Date: June 29, 1970. Certificate Record No. 78, page 118; Order Record No. 37, page 222; Proof No. 35650. Source: Water stored in Jensen No. 1 Reservoir, P7313R, and Jensen No. 2 Reservoir, P7314R, supplied by Sweed Ck, trib Indian Ck, trib Hat Ck, trib South Fork Cheyenne R. This appropriation is for stock and secondary irrigation for the following lands:

T34N, R62W

Section 1	SWSW	16.70 acres (BLM)
		13.60 acres (Fee)
	SESW	9.20 acres (Fee)
Section 12	NENW	2.10 acres (Fee)
		27.40 acres (BLM)
	<u>NWNW</u>	<u>31.70 acres (BLM)</u>
	TOTAL	100.70 acres

Permit No. 23432D

Jensen No. 3 Ditch, Priority Date: July 1, 1970. Certificate Record No. 78, page 117; Order Record No. 37, page 221; Proof No. 35649. Source: Sweed Ck, trib Indian Ck, trib Hat Ck, trib South Fork Cheyenne R. This appropriation is for stock and original irrigation for the following lands:

T34N, R62W

Section 1	SWSW	16.70 acres (BLM)
	SESW	9.20 acres (Fee)
Section 12	<u>NENW</u>	<u>2.10 acres (Fee)</u>
	TOTAL	28.00 acres

Permit No. 7313R

Jensen No. 1 Reservoir, Priority Date: June 29, 1970. Certificate Record No. R-13, page 36; Order Record No. 37, page 229; Proof No. 35665. Source: Sweed Ck, trib Indian Ck, trib Hat Ck, trib South Fork Cheyenne R. The reservoir is for stock and irrigation with a capacity of 25.11 ac-ft at the following location:

T34N, R62W

Section 2	SESE
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Permit No. 7314R

Jensen No. 2 Reservoir, Priority Date: June 29, 1970. Certificate Record No. R-13, page 37; Order Record No. 37, page 229; Proof No. 35666. Source: Sweed Ck, trib Indian Ck, trib Hat Ck, trib South Fork Cheyenne R. The reservoir is for stock and irrigation with a capacity of 25.00 ac-ft at the following location:

T34N, R62W

Section 1 SESW

GROUNDWATER

Permit No. UW 907

Strube #1 Well, Priority Date: Aug. 24, 1962. Source: Groundwater. This permit is for irrigation and stock use at 40 gpm. It is to fill a reservoir in the NWSW of Section 23 and irrigate 40 acres in the NWSW of Section 23. The well is located:

T34N, R62W

Section 23 SWSW

Permit No. UW 4255

Jensen Well No. 1, Priority Date: Sept. 30, 1962. Source: Groundwater. This permit is for domestic and stock use at 3.5 gpm at the following location:

T34N, R62W

Section 11 SENE (well)

Section 12 SWNE (Point of use)

Permit No. UW 6156

Cook Well No. 2, Priority Date: Dec. 31, 1924. Source: Groundwater. This permit is for stock use at 2 gpm at the following location:

T34N, R62W

Section 23 SWNW

Permit No. UW 6177

Cook Well No. 3, Priority Date: Dec. 31, 1937. Source: Groundwater. This permit is for stock use at 2 gpm at the following location:

T34N, R62W

Section 14 NWSE

Permit No. UW 6178

Cook Well No. 4, Priority Date: April 4, 1968. Source: Groundwater. This permit is for stock use at 6 gpm at the following location:

T34N, R62W

Section 23 NESE

Permit No. UW 181315

Well #. 2, Priority Date: May 4, 2007. Source: Groundwater. This permit is for domestic and miscellaneous (stock pipeline) at 15 gpm and an annual volume of 4,154,000 gallons at the following location:

T35N, R62W

Section 25 NENE (POU) Shown on the permit but not the adjudication map and this point of use will most likely be removed during the adjudication process

Permit No. UW 181316

Enl. Jeb Hanson #3 Well, Priority Date: May 4, 2007. Source: Groundwater. This permit is for domestic and miscellaneous (stock pipeline) at 0 gpm and an annual volume of 650,000 gallons at the following location:

T35N, R62W

Section 25 NENE (POU) Shown on the permit but not the adjudication map and this point of use will most likely be removed during the adjudication process.

These are records found in the State Engineer's Office and Board of Control records as of July 12, 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
Get Water Rights Wyoming

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



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22 Timber Meadows Drive
Moorcroft, WY 82721

Stan Mosher – Associate Broker

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Licensed in WY

IMPORTANT NOTICE

Clark & Associates Land Brokers, LLC (Name of Brokerage Company)

REAL ESTATE BROKERAGE DISCLOSURE

When you select a Real Estate Broker Firm, Broker or sales person (all referred to as "Broker") to assist you in a real estate transaction, the Broker may do so in one of several capacities. In accordance with Wyoming's Brokerage Relationships Act, this notice discloses the types of working relationships that are available to you.

Seller's Agent. (Requires written agreement with Seller)

If a Seller signs a written listing agreement with a Broker and engages the Broker as a Seller's agent, the Broker represents the Seller. On properties listed with other brokerage companies, the Broker may work as an agent for the Seller if the Seller agrees to have the Broker work as a subagent. As an agent or subagent for the Seller, the Broker represents the Seller and owes the Seller a duty of utmost good faith, loyalty, and fidelity in addition to the **obligations** enumerated below for Intermediaries. Wyo. Stat. § 33-28-303(a). The Seller may be vicariously liable for the acts of the Seller's Agent or Seller's subagent that are approved, directed or ratified by the Seller.

Customer. (No written agreement with Buyer)

A customer is a party to a real estate transaction who has established no intermediary or agency relationship with any Broker in that transaction. A Broker may work as an agent for the Seller treating the Buyer as a customer or as an agent for the Buyer treating the Seller as a customer. Also when a Buyer or Seller is represented by another Broker, a Broker may work with the other Buyer or Seller as a customer, having no written agreement, agency or intermediary relationship with either party. A Broker working with a customer shall owe no duty of confidentiality to a customer. Any information shared with Broker may be shared with the other party to the transaction at customer's risk. The customer should not tell the Broker any information which the customer does not want shared with the other party to the transaction. The customer should not tell the Broker any information which the customer does not want shared with the other party to the transaction. The Broker must treat the customer honestly and with fairness disclosing all material matters actually known by the Broker. The Broker owes the customer the **obligations** enumerated below for Intermediaries which are marked with asterisks. W.S. § 33-28-310(a).

Buyer's Agent. (Requires written agreement with Buyer)

If a Buyer signs a written Buyer Agency Agreement with a Broker, the Broker will act as an agent for the Buyer. If so, the Broker represents the Buyer and owes the Buyer a duty of utmost good faith, loyalty and fidelity in addition to the **obligations** enumerated below for Intermediaries. The Buyer may be vicariously liable for the acts of the Buyer's Agent that are approved, directed or ratified by the Buyer. As a Buyer's Agent, Wyoming law requires the Broker to disclose to potential Sellers all adverse material facts, which may include material facts regarding the Buyer's financial ability to perform the terms of the transaction. Wyo. Stat. § 33-28-304(c). As a Buyer's Agent, the Broker has duties to disclose to the Buyer certain information; therefore, the Seller should not tell the Broker any information which the Seller does not want shared with the Buyer.

Intermediary. (Requires written agreement with Seller and/or Buyer)

The Intermediary relationship is a non-agency relationship which may be established between a Broker and a Seller and/or a Broker and a Buyer. A Seller may choose to engage a Broker as an Intermediary when listing a property. A Buyer may also choose to engage a Broker as an Intermediary. An Intermediary shall not act as an agent or advocate for any party and shall be limited to providing those services set forth below. Wyo. Stat. § 33-28-305.

As an Intermediary (Non-Agent), Broker will not represent you or act as your agent. The parties to a transaction are not legally responsible for the actions of an Intermediary and an Intermediary does not owe the parties the duties of an agent, including the fiduciary duties of loyalty and fidelity. Broker will have the following **obligations** to you:

- perform the terms of any written agreement made by the Intermediary with any party or parties to the transaction;
- exercise reasonable skill and care;*

- advise the parties to obtain expert advice as to material matters about which the Intermediary knows but the specifics of which are beyond the expertise of the Intermediary;*
- present all offers and counteroffers in a timely manner;*
- account promptly for all money and property the Broker received;*
- keep you fully informed regarding the transaction;*
- obtain the written consent of the parties before assisting the Buyer and Seller in the same real estate transaction as an Intermediary to both parties to the transaction;
- assist in complying with the terms and conditions of any contract and with the closing of the transaction;*
- disclose to the parties any interests the Intermediary may have which are adverse to the interest of either party;
- disclose to prospective Buyers, known adverse material facts about the property;*
- disclose to prospective Sellers, any known adverse material facts, including adverse material facts pertaining to the Buyer's financial ability to perform the terms of the transaction;*
- disclose to the parties that an Intermediary owes no fiduciary duty either to Buyer or Seller, is not allowed to negotiate on behalf of the Buyer or Seller, and may be prohibited from disclosing information about the other party, which if known, could materially affect negotiations in the real estate transaction.

As Intermediary, the Broker will disclose all information to each party, but will not disclose the following information without your informed consent:

- the motivating factors for buying or selling the property;
- that you will agree to financing terms other than those offered, or
- any material information about you, unless disclosure is required by law or if lack of disclosure would constitute dishonest dealing or fraud.

Change From Agent to Intermediary – In – House Transaction

If a Buyer who has signed a Buyer Agency Agreement with the Broker wants to look at or submit an offer on property Broker has listed as an agent for the Seller, the Seller and the Buyer may consent in writing to allow Broker to change to an Intermediary (non-agency) relationship with both the Buyer and the Seller. Wyo. Stat. § 33-28-307.

An established relationship cannot be modified without the written consent of the Buyer or the Seller. The Buyer or Seller may, but are not required to, negotiate different commission fees as a condition to consenting to a change in relationship.

Designated Agent. (requires written designation by the brokerage firm and acknowledgement by the Buyer or Seller)

A designated agent means a licensee who is designated by a responsible broker to serve as an agent or intermediary for a Seller or Buyer in a real estate transaction. Wyo. Stat. § 33-28-301 (a)(x).

In order to facilitate a real estate transaction a Brokerage Firm may designate a licensee as your agent or intermediary. The Designated Agent will have the same duties to the Buyer and Seller as a Buyer's or Sell'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 FIELITY 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 OF 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 _____