



**CLARK & ASSOCIATES
LAND BROKERS, LLC**

Specializing in Farm, Ranch & Recreational Properties.

Proudly Presents



GOSHEN COUNTY FARM

Torrington, Goshen County, Wyoming

Three low-pressure pivots irrigate approximately 420± acres.

SIZE & DESCRIPTION

521.78± Total Acres

The 521.78± deeded acres of the Goshen County Farm has three center pivots which irrigate a total of 420.3± acres.

A Valley low-pressure pivot irrigates the 179.2± acres of the north circle. The well that provides water to this pivot produces approximately 750 gallons per minute (GPM) and is approximately 450 feet deep with a static well depth of 147 feet.

The two remaining pivots on the Goshen County Farm share an irrigation well that produces approximately 725 GPM. This well is 477 feet deep with a static well depth of 340 feet. The middle pivot is a nine-tower Lockwood low-pressure center pivot that irrigates 117.2± acres. The 123.9± acres of the third circle of this unit are irrigated by a Valley low-pressure center pivot.

The three pivots have historically been planted in crops such as alfalfa, corn or sunflowers and when planted in hay, the Goshen County Farm produced three cuttings of hay that averaged 5.5 tons of hay per acre. Currently, the north pivot is planted in a one-year old stand of alfalfa, and both the middle and south pivot are both used for high intensity rotational grazing.

Historically, the current owners harvested an average of three tons of hay per acre by taking one cutting off each the middle and south pivots around the 1st of July. Then, on the 1st of September the pivots are again utilized by placing cow/calf pairs on it until mid-October.

They have, on average, estimated one irrigated acre per cow/calf pair for 30-45 days of grazing and have experience exceptional gains on their calves using this system.

Over the past two years, the owner has made many updates to the pivots which include new master panels, underground center drives, gear boxes and new sprinkler heads. All work was completed by the local and reputable Deines Irrigation Inc from Scottsbluff, Nebraska.

All the wells of the Goshen County Farm are in the Rickery Aquifer. There is an advisory board at Prairie Center which could provide more information on the aquifer.

Wyrulec in Lingle, Wyoming provides the electricity to operate the pivots. The annual electric costs to operate the pivots from May through October are approximately \$40,000 to \$45,000. In previous years, when planted in hay, the production rate was approximately of 5.5 to 5.6 ton per acre.



LOCATION, ACCESS & COMMUNITY AMENITIES

The Goshen County Farm is located near Prairie Center, a small ranching and farming community, which is situated approximately 35 miles north of Torrington, Wyoming, and approximately 13 miles east of Jay Em, Wyoming. The property is easily accessed from Lusk, Wyoming by traveling south on US Highway 85 for 23 miles or north on US Highway 85 from Lingle, Wyoming for 23.5 miles to where the Prairie Center Road, Goshen County Road 122, intersects with US Highway 85; from this intersection, travel east on the well-maintained gravel road for 9.2 miles; then turn north on County Road 47 for 2.4 miles to reach the headquarters for the property.

The Goshen County Farm is approximately 32 miles from Torrington, Wyoming, population 5,631, which is the county seat of Goshen County. Torrington offers medical facilities, a K-12 school system, Eastern Wyoming Community College, theater, restaurants, several banks and retail stores, a golf course, two sale barns, and several farm implement dealerships.

The town of Lusk (population 1,567 and seat of Niobrara County) is situated in a community that extends a friendly hometown ambiance. There is an excellent K-12 school system with a low student/teacher ratio, medical facilities, and financial institutions. Additional information about Lusk and Niobrara County can be found at www.luskwyoming.com.

Scottsbluff, Nebraska, population 14,814, is 64 miles southeast of the property, and 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.

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

Torrington, Wyoming (pop. 6,701)	32 miles south
Lusk, Wyoming (pop. 1,567)	35 miles northwest
Lingle, Wyoming (pop. 510)	35 miles south
Scottsbluff, Nebraska (pop. 14,814)	64 miles southeast
Cheyenne, Wyoming (pop. 63,951)	115 miles south
Casper, Wyoming (pop. 57,461)	137 miles northwest
Denver, Colorado (pop. 701,621)	216 miles south

REAL ESTATE TAXES

According to the Goshen County Assessor's office, the annual real estate taxes for the Goshen County Farm are approximately \$7,905.

MINERAL RIGHTS

All mineral rights owned by the seller, if any, shall transfer to the buyer at day of closing.



WATER RIGHTS

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 Goshen County Farm. The following information on the wells on the Goshen County Farm is courtesy of the State Engineer's Office:

GROUND WATER:

- **Permit No. U.W. 28961, Brott No. 2 Well:** located in the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 21, T. 29 N., R. 61 W., priority January 9, 1975, Proof No. U.W. 1097, 750 gpm.
- **Permit No. U.W. 33398, Enl. Brott No. 2 Well:** (enlargement for additional lands only) priority April 2, 1975, Proof No. U.W. 1098, no additional gpm for the irrigation of 24.5 acres.
- **Permit No. U.W. 37238, Schneider #8 Well:** located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 28, T. 29 N., R. 61 W., priority April 21, 1977, Proof No. U.W. 2020, 725 gallons per minute.

STOCK AND/OR DOMESTIC WELLS:

- **Permit No. U.W. 25170, Tin Barn Pasture No. 1:** located in the NW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 28, T. 29 N., R. 61 W., priority September 21, 1914, well completed with windmill, producing approximately 5 gpm, for stock watering use.
- **Permit No. U.W. 25168, Home Mill Well-Rufus No. 1:** located in the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 21, T. 29 N., R. 61 W., priority March 21, 1913, well completed with submersible pump, producing 15 gpm, for stock watering and domestic uses.
- **Permit No. U.W. 25169, Rufus East of House Stock No. 1:** located in the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 21, T. 29 N., R. 61 W., priority September 21, 1913, well completed with windmill, producing approximately 5 gpm, for stock watering use.



UTILITIES

Power – Wyrulec, Lingle, Wyoming
Water – Private Wells
Gas – Propane
Communications – CenturyLink
Sewer – Septic Tanks
TV/Internet – Satellite

IMPROVEMENTS

The improvements of the Goshen County Farm are well-maintained and include several outbuildings.

A Morton structure, consisting of 780 sq. ft., was built on the north unit in 2000. This one story ranch-style residence features one bedroom, one bath, a modern kitchen with appliances, an office, and 660 sq. ft. attached garage. Outbuildings include the following:

- 3,081 sq. ft. Quonset with concrete floor built in 1982 and features a large overhead door.
- 27' x 90' metal cattle shed built in 2000.
- Two sets of corrals - one built in 2000 and the second set built in 2003.
- 18' x 27' metal farm utility/loafing shed.
- Two new Sukup 50,000 bushel grain bins





SOILS

The USDA Natural Resources Conservation Service lists that the soils found in both irrigated and dry land portions of the Goshen County Farm consist primarily of Jayem-Ascalon-Manter complex and Jayem fine sandy loams.

WILDLIFE

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

AIRPORT INFORMATION

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

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>.

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://www.iflycasper.com>. Complete aeronautical information can be found at <http://www.airnav.com/airport/CPR>.

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>.

Lusk, Wyoming 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, within 27 miles of the Prairie Center Pivots.

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:

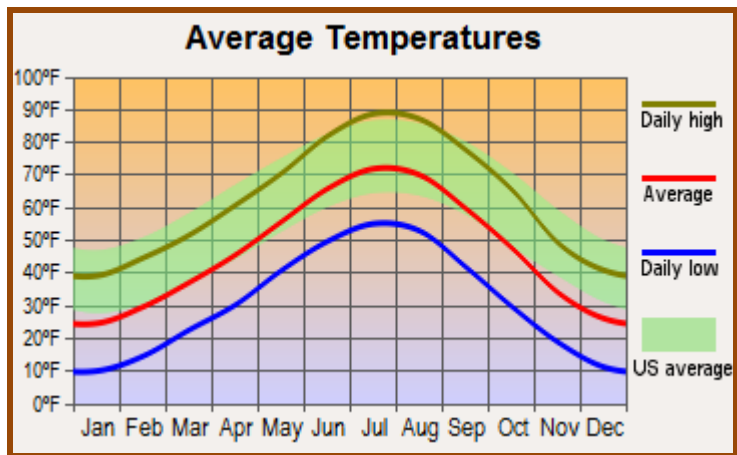
- Runway 2 right traffic pattern
- Runway 02/20: 3000x 60 feet Asphalt Surface
- Runway 10/28: 5701 x 75 feet Asphalt Surface

For additional information, please visit <http://www.city-of-torrington.org/airport.htm> or <http://www.airnav.com/airport/KTOR>.



CLIMATE

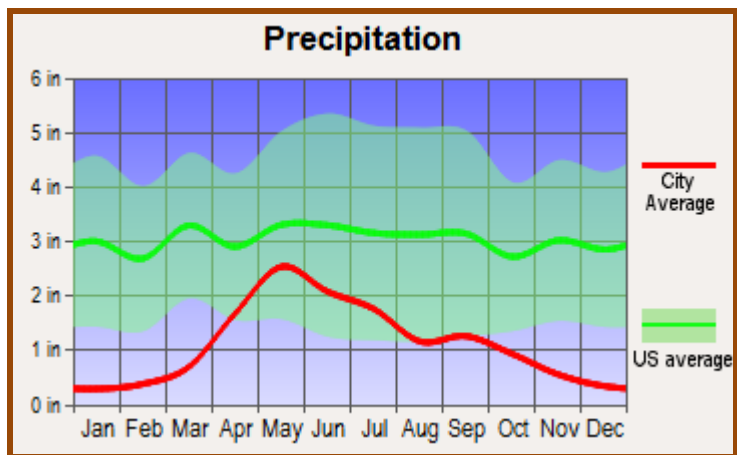
According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Torrington, Wyoming area is approximately 17.1 inches including 31.2 inches of snow fall. The average high temperature in January is 42 degrees, while the low is 16 degrees. The average high temperature in July is 91 degrees, while the low is 59 degrees. The charts to the right are courtesy of www.city-data.com.



STATE OF WYOMING

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

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



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

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

OFFERING PRICE

\$2,700,000

The Seller shall require an all cash sale. 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 thereunder with no liability or expense to be incurred by the Buyer (in connection with the Seller's tax-deferred exchange). Should a Buyer also desire to use an exchange in order to acquire the farm, the Seller will cooperate as long as they do not risk incurring any additional liability or expense.



CONDITIONS OF SALE

- I. All offers shall be:
 - A. in writing;
 - B. accompanied by an earnest money deposit check in the minimum amount of \$135,000 (One Hundred Thirty-Five Thousand Dollars); and 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

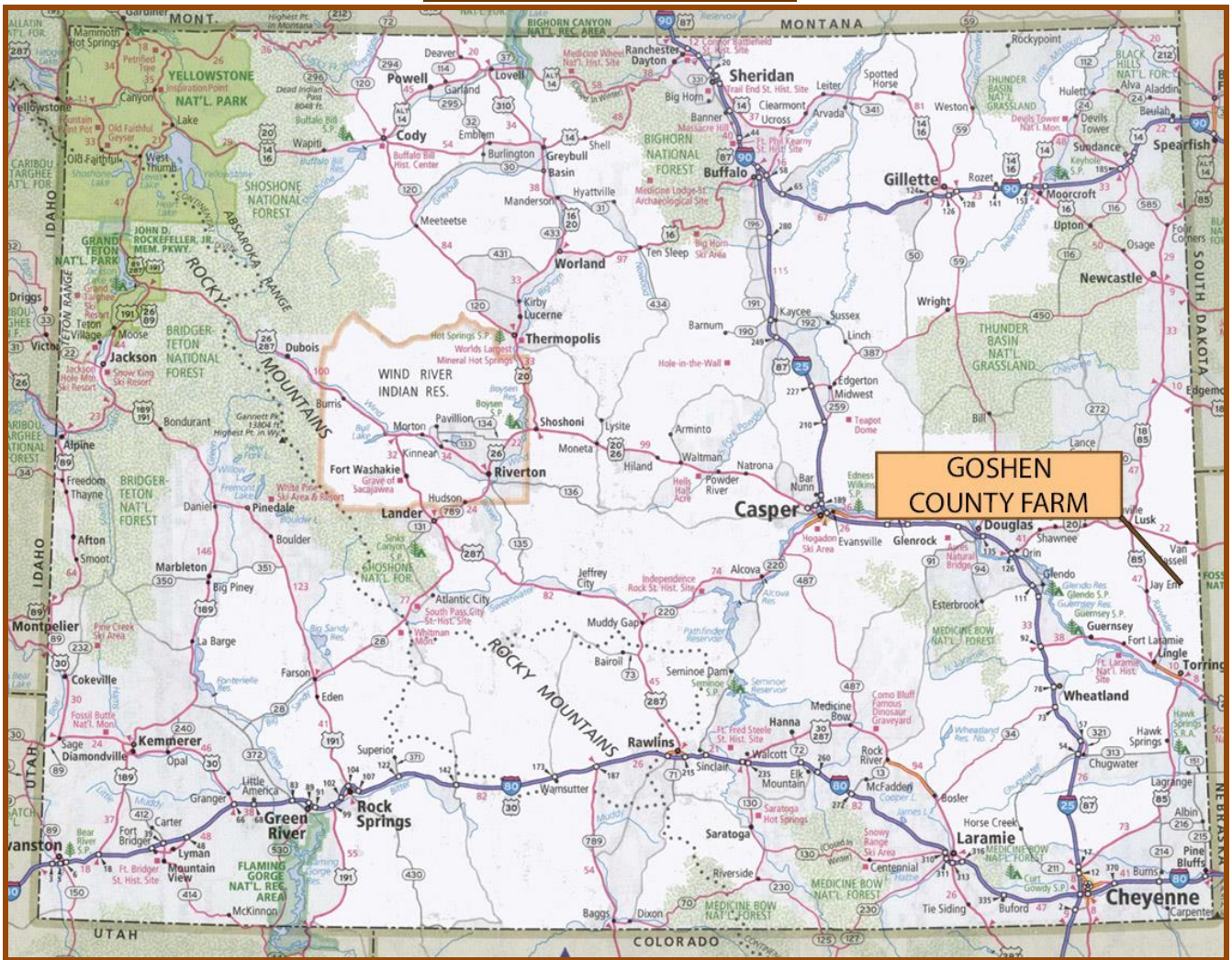
The seller is making known to all potential purchasers that there may be variations between the deeded property lines and the location of the existing fence boundary lines on the subject property. Seller makes no warranties with regard to location of the fence lines in relationship to the deeded property 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.

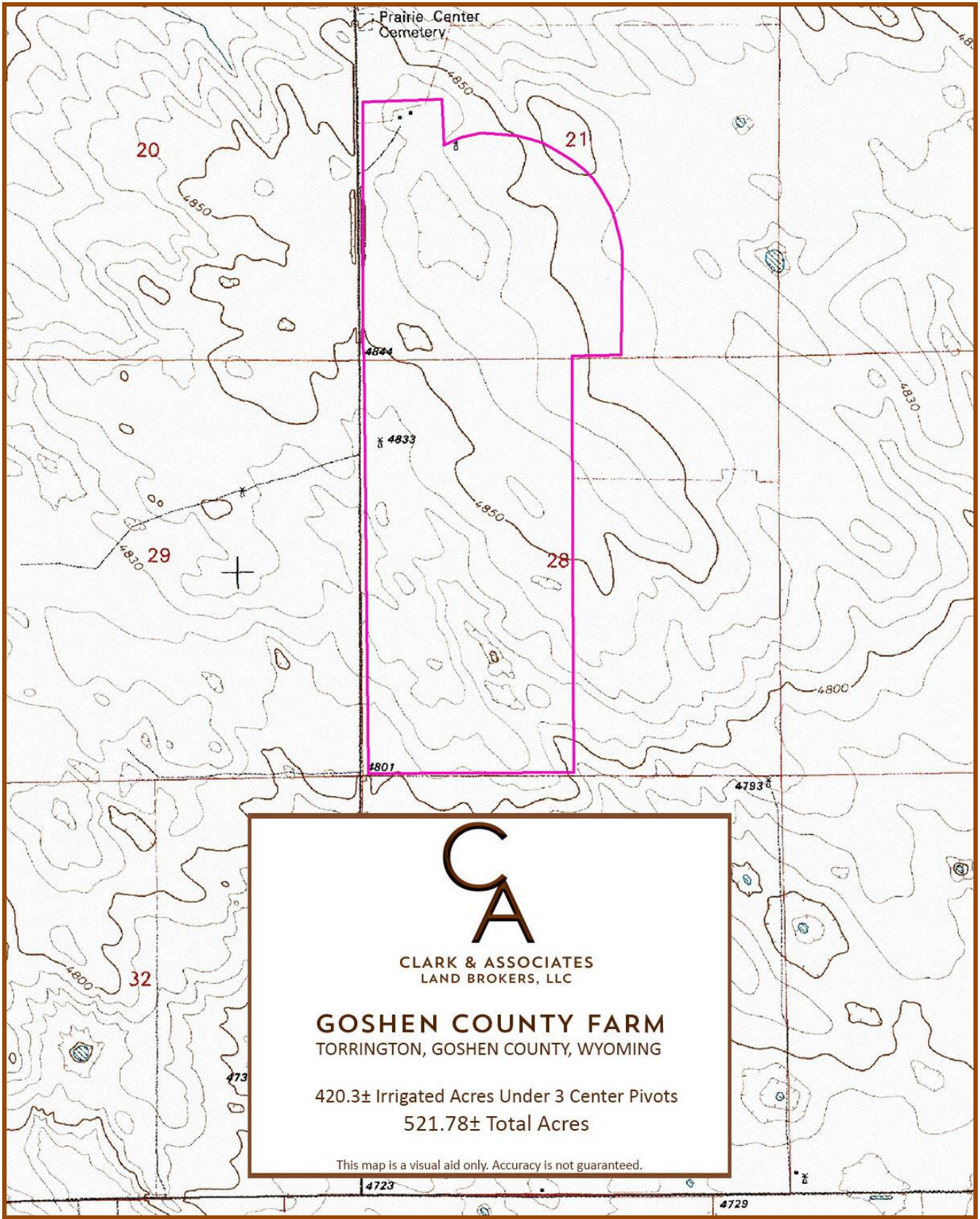
Notice to Buyers: Wyoming Real Estate Law requires that the listing Broker and all licensees with the listing Broker make a full disclosure, in all real estate transactions, of whom they are agents and represent in that transaction. All prospective buyers must read, review and sign a Real Estate Brokerage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

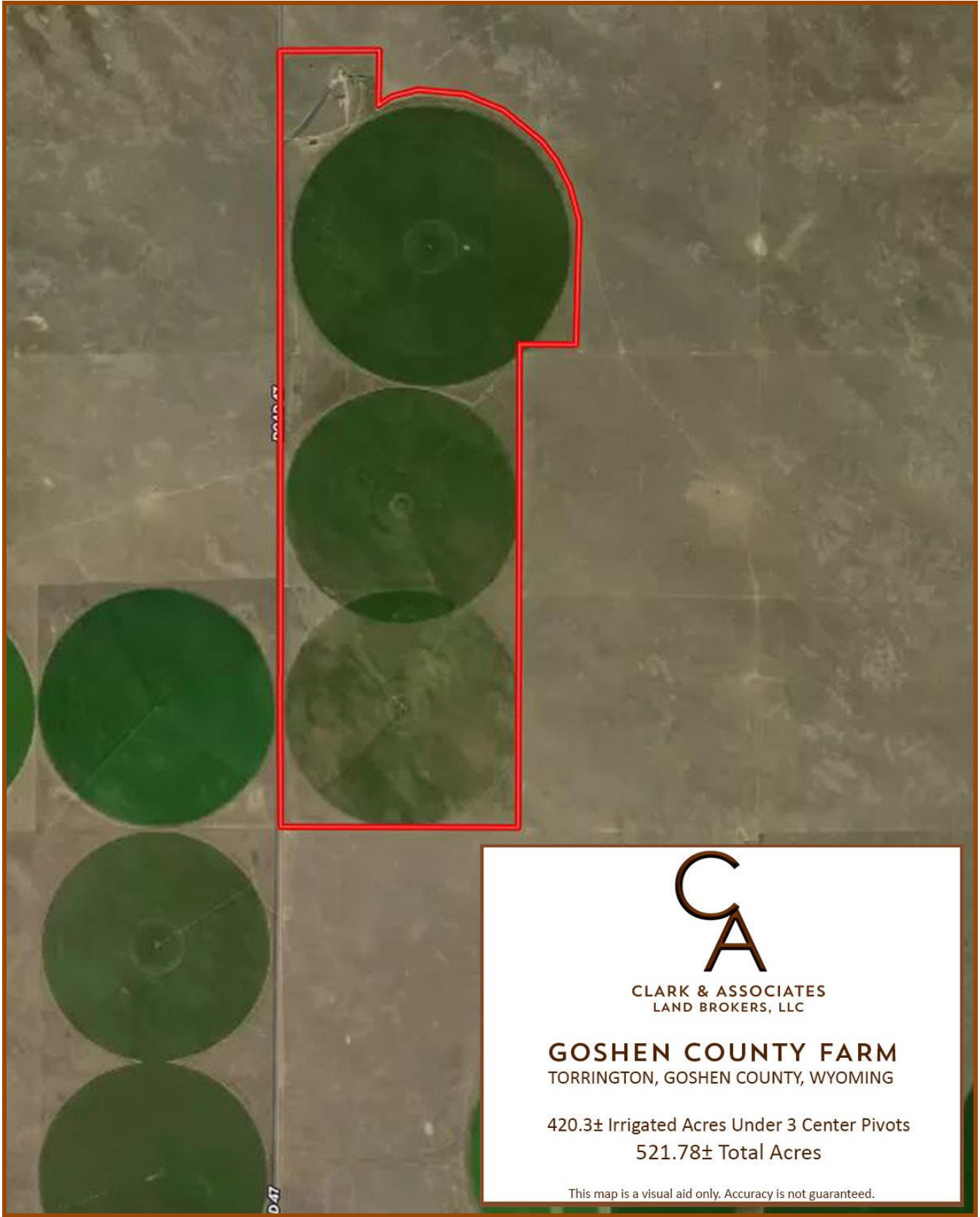


NOTES

GOSHEN COUNTY FARM TOPO MAP



GOSHEN COUNTY FARM ORTHO MAP





Get Water Rights Wyoming

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

July 20, 2023

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

Re: Goshen County Farm Water Info – T29N, R61W – Part of the S½NW¼, part of the W½SE¼, SW¼ of Section 21 and the NW¼, SW¼ of Section 28.

Dear Mr. Clark,

Based on your email request, the following water rights were found in the records of the State Engineer and Board of Control. Based full aliquot parts of the reference land description, the following water rights were found:

GROUNDWATER

Permit No. UW 25168

Home Mill Well – Rufus No. 1, Priority Date: March 21, 1913. Source: Groundwater. This permit is for stock and domestic use at 15 gpm at the following location:

T29N, R61W
Section 21 SWNW

Permit No. UW 25169

Rufus East of House Stock No. 1 Well, Priority Date: Sept. 21, 1913. Source: Groundwater. This permit is for stock use at 5 gpm at the following location:

T29N, R61W

Section 21 SWNW

Permit No. UW 25170

Tin Barn Pasture No. 1 Well, Priority Date: Sept. 21, 1914. Source: Groundwater. This permit is for stock use at 5 gpm at the following location:

T29N, R61W

Section 28 NWNW

Permit No. UW 28961

Brott No. 2 Well, Priority Date: Jan. 9, 1975. Certificate Record No. UW 3, page 45; Order Record No. 22, page 206; Proof No. UW 1097. Source: Groundwater. This appropriation is for original supply irrigation at a rate of 750 gpm for the following lands:

T29N, R61W

Section 21	NESW	20.00 acres
	NWSW	26.50 acres
	SWSW	33.70 acres
	SESW	39.00 acres
	NWSE	10.70 acres
	SWSE	15.10 acres
Section 28	NENW	10.80 acres
	<u>NWNW</u>	<u>4.20 acres</u>
	TOTAL	160.00 acres

Permit No. UW 33398

Enl. Brott No. 2 Well, Priority Date: Apr. 2, 1976. Certificate Record No. UW 3, page 46; Order Record No. 22, page 206; Proof No. UW 1098. Source: Groundwater. This appropriation is for original supply irrigation at a rate of 0 gpm for the following lands:

T29N, R61W

Section 21	SWNW	0.30 acres
	SENW	2.00 acres
	NESW	19.20 acres
	NWSW	2.00 acres
	<u>SESW</u>	<u>1.00 acres</u>
	TOTAL	24.50 acres

See map and statement of completion with UW 28961.

Permit No. UW 37238

Schneider No. 8 Well, Priority Date: Apr. 21,1977. Certificate Record No. UW 5, page 86; Order Record No. 30, page 208; Proof No. UW 2020. Source: Groundwater. This appropriation is for irrigation at a rate of 725 gpm for the following lands:

Original Supply

T29N, R61W

Section 28	NENW	25.90 acres
	NWNW	28.80 acres
	SWNW	32.80 acres
	SENW	34.80 acres
	NESW	34.60 acres
	NWSW	31.70 acres
	SWSW	31.30 acres
	<u>SESW</u>	<u>34.70 acres</u>
	TOTAL	254.60 acres

Additional Supply with original supply from the Brott No.2 Well

Section 21	SWSW	0.60 acres
	SESW	0.60 acres
Section 28	NENW	7.70 acres
	<u>NWNW</u>	<u>3.90 acres</u>
	TOTAL	12.80 acres

These are records found in the State Engineer's Office and Board of Control records as of July 19, 2023, 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®

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

clark@clarklandbrokers.com

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

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

Lusk, WY Office

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

Cory G. Clark - Broker / Owner

(307) 351-9556 ~ clark@clarklandbrokers.com
Licensed in WY, MT, SD, ND, NE & CO

Cheyenne, WY Office

2092 Road 220
Cheyenne, WY 82009

Mark McNamee - Associate Broker/Auctioneer/Owner

(307) 760-9510 ~ mcnamee@clarklandbrokers.com
Licensed in WY, MT, SD & NE

Billings/Miles City, MT Offices

6806 Alexander Road
Billings, MT 59105

Denver Gilbert - Associate Broker / Owner

(406) 697-3961 ~ denver@clarklandbrokers.com
Licensed in WY, MT, SD & ND

Belle Fourche, SD Office

907 Ziebach Street, Lot 804 • PO Box 307
Belle Fourche, SD 57717

Ronald L. Ensz - Associate Broker

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

Torrington, WY Office

6465 CR 39
Torrington, WY 82240

Michael McNamee - Associate Broker

(307) 534-5156 ~ mcnameeauction@gmail.com
Licensed in WY & NE

Wheatland, WY Office

4398 Palmer Canyon Road
Wheatland, WY 82201

Jon Keil – Associate Broker

(307) 331-2833 ~ jon@keil.land
Licensed in WY & CO

Dayton, WY Office

157 Tongue Canyon Road • PO Box 358
Dayton, WY 82836

Matt Johnson – Associate Broker

(307) 751-4951 ~ matt@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 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 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 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 _____