



**CLARK & ASSOCIATES
LAND BROKERS, LLC**

Specializing in Farm, Ranch, Recreational & Auction Properties

Proudly Presents



THE 46 RANCH

Jeffery City, Fremont County, Wyoming

Livestock and wildlife both benefit from miles of live water and natural protection throughout the ranch.

LOCATION & ACCESS

The 46 Ranch is located southeast of Jeffery City, Wyoming.

Several towns and cities in proximity to the property include:

- | | |
|--|---------------------|
| • Muddy Gap, WY (unincorporated) | 24 miles east |
| • Riverton, WY (population 10,615) | 57 miles northwest |
| • Lander, WY (population 7,550) | 58 miles northwest |
| • Rawlins, WY, WY (population 8,221) | 67 miles southeast |
| • Casper WY (population 59,038) | 96 miles north |
| • Rock Springs, WY (population 23,530) | 159 southwest miles |
| • Laramie, WY (population 31,410) | 166 miles southeast |



SIZE & DESCRIPTION

3,291.9± Deeded Acres
9,475± State of Wyoming Lease Acres
341,284± BLM Acres
354,050.9± Total Acres

The 46 Ranch is located in southeastern Fremont County. This large, low-overhead grass ranch is easily accessible year-round.

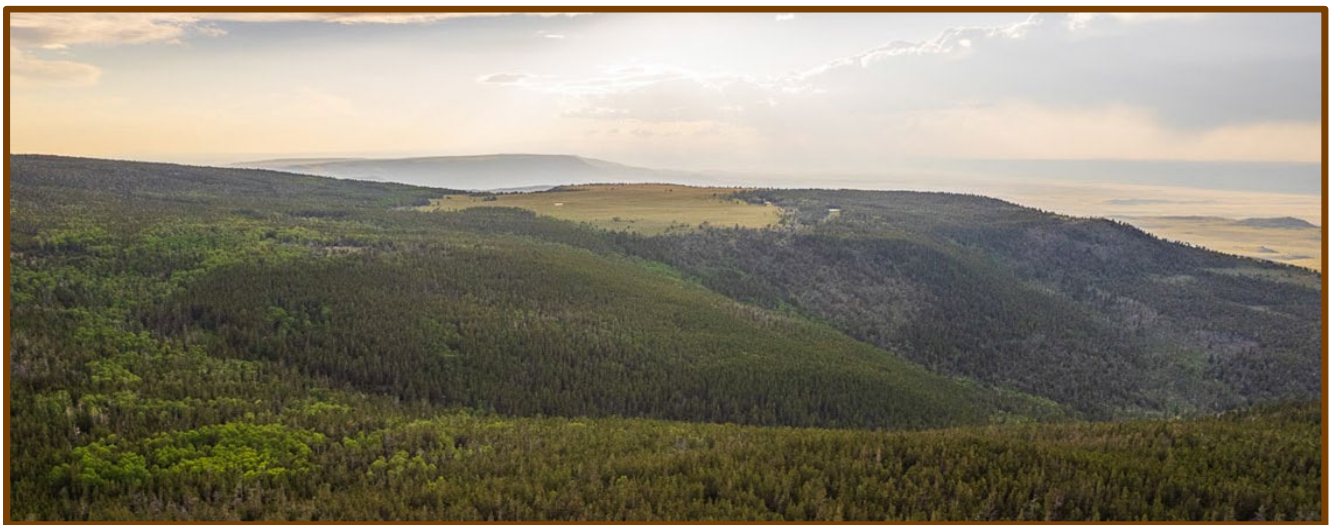
The ranch consists of 354,050.9± total acres of which 3,291.9± acres are deeded along with 9,475± State of Wyoming lease acres and 341,284± BLM acres. *Please see page 3-6 of this brochure for information regarding the BLM leases.

Historically, the ranch has been used as summer grazing for cow/calf pairs for a period of seven to eight months. The ranch is owner rated at 700 cow/calf pairs for seven months or 1,100 yearlings for four months.

Numerous natural water sources, including springs, live water creeks, ponds and reservoirs provide ample water for livestock and wildlife with minimal dependence on solar wells and traditional electric wells. A wide variety of wildlife including moose, elk, mule deer, antelope, upland birds and several species of small game are known to frequent the property. Historically, the ranch has qualified for two landowner elk tags in the coveted Hunt Area 24 and two antelope tags in Hunt Area 68.

The ranch is fenced with four and five strands of barbed wire with wood and steel posts. It is cross fenced into approximately six pastures for rotational grazing.

The terrain of the ranch consists of wide-open meadows with willow-lined creek bottoms to pine and cedar covered hills. Grass cover and mature trees provide excellent habitat for wildlife as well as protection for the livestock. The elevation on the property varies between 6,000 to over 8,000 feet above sea level on some of the highest peaks.



LEASE INFORMATION

STATE OF WYOMING GRAZING LEASES:

There are four State of Wyoming leases associated with the ranch which, upon approval of the appropriate agency, will transfer to the buyers at closing. Below is a detailed table highlighting each lease.

Lease Number	Total Acres	Total AUMs	Expiration Date	2023 Costs
3-7376	4,115.75	762	3-1-2029	\$ 4,107.18
3-7525	2,796.44	563	3-1-2029	\$ 3,034.57
3-8211	1,922.81	299	3-1-2029	\$ 1,611.61
3-8476	640	150	3-1-2029	\$ 808.50
TOTALS	9,475	1,774		\$9,561.86

State of Wyoming leases are renewable every ten (10) years with an annual payment due each year. The annual payments are assessed per AUM of each lease with the cost per AUM varying year to year as determined by the Office of Lands and Investments for the State of Wyoming. For 2023, the cost per AUM is \$5.39 which equates to approximately \$9,561.86.

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

BLM GRAZING PERMITS:

There are four Bureau of Land Management (BLM) allotments associated with the 46 Ranch which consist of 49,317± total acres plus a grazing permit for lands within “in-common” BLM lands. (For information regarding “in-common” allotments, please see the paragraphs below.)

The BLM grazing permits are allotted 4,761 AUMs per year which equates to an annual cost of \$6,427.35 based on the current rate of \$1.35 per AUM. BLM leases are normally renewable every ten (10) years with the annual AUM rate varying from year to year and which is determined by the Bureau of Land Management. You may call Lander BLM field office at (307) 332-8400 for further information regarding the Hadsell Pasture, 46 Pasture, Leckinby Pasture, Mountain, and Arapahoe Creek grazing permits.

The BLM grazing permits are as follows:

Allotment Name & Number	Total BLM Acres	Total AUMs	Expiration Date	2023 Costs
Hadsell Pasture #WY 12015	3,805	545	2/28/2033	\$ 735.75
46 Pasture #WY 12006	2,682	487	12/31/2023	\$ 657.45
Leckinby Pasture #WY 02025	3,345	604	12/31/2023	\$ 815.40
Mountain #WY 32030	30,276	1,976	2/28/2033	\$2,667.60
Arapahoe Creek #WY 17056 (aka Sand Creek) **As currently utilized- see below for more information	9,209	1,032	12/31/2023	\$1,393.20
Stewart Creek #WY 10224		117	2/28/2033	\$ 157.95
TOTALS	49,317	4,761		\$6,427.35

An Animal Unit Month (AUM) is the amount of forage required by one animal unit (cow/calf pair) for one month.

*Please note: the above table highlights the BLM allotments as they are currently utilized by the owner. Below is more information about the BLM allotments and how standard “in common” allotments are generally utilized in comparison to the unique opportunity presented to the 46 Ranch.

IN-COMMON ALLOTMENTS: In the western part of Wyoming, the Bureau of Land Management (BLM) has set aside large portions of public lands for grazing livestock. These particular public lands are referred to as “in-common” allotments in which BLM permits several landowners the opportunity to graze a permitted number of livestock on these “in-common” acres for a certain length of time. According to BLM range specialists, landowners that are permitted to use these “in-common” public lands can graze the allotted number of livestock on any portion of the allotment; however, informal agreements are in place between permitted landowners as to where they will put their livestock for the specified grazing periods. Usually these agreed-upon lands are located near the ranches operated by each landowner, but prospective buyers are urged to contact the BLM field office for each “in-common” allotment for specific details relating to these unique grazing permits.

The 46 Ranch is permitted to graze cattle on the very large in-common BLM allotment located in Fremont County: the Arapahoe Creek allotment. This allotment is comprised of approximately 250,000 acres; however, the 46 Ranch is permitted to graze 224 cattle, or 1,032 AUMs, from May 1st through October 1st each year. Should the landowner decide to do so, 46 Ranch cattle could be grazed instead in conjunction with other operators in the area who hold rights to similar permits on the Arapahoe Creek allotment.

Currently, the 46 Ranch has instead chosen to utilize their AUM's by grazing on approximately 9,000± acres of the Arapahoe Creek allotment specially located in the Sand Springs Pasture designated on the BLM allotment map included in this brochure. This presents the 46 Ranch the opportunity to utilize their full AUMs without running in common with other landowners. A unique feature with the Sand Springs Pasture is the combination of State of Wyoming lease acres and

BLM acres. Further, the only water source in this pasture, Crook Creek, is located on State lease land held by the 46 Ranch. This has led to a negotiated agreement between the landowner, the BLM and other “in common” operators.

LANDOWNER COMMENTS REGARDING SAND SPRINGS PASTURE (Arapahoe Creek Allotment): The fence was first built in 2020 with approximately 75% three-wire permanent and 25% two strands of high-tensile electric. After the required 2-year rest period, which ended this year, it was obvious the two-strand electric portion was not adequate to hold wild horses and cattle. The BLM agreed to allow the electric portion to be converted into a 3-strand permanent fence. This was completed on July 31, 2023. Upon completion, the 46 Ranch signed a new maintenance agreement with the BLM making King, Inc. (and successive permit holders) exclusively responsible for the maintenance of the Sand Springs fence. The signed maintenance agreement as been sent to the BLM and it is anticipated to be completed and returned soon. The maintenance responsibility is a de facto acknowledgment of which permittee is authorized to graze in a particular area of the common allotment.

NOTE: Clark & Associates Land Broker has made every attempt to include any relevant information in this brochure regarding the current operating practices of the property owner and any “in-common” operating options. Complete BLM lease documents are available on the website of Clark & Associates at www.clarklandbrokers.com It is highly encouraged that perspective Buyer’s contact the Lander, Wyoming office of the BLM at 307-332-8400.

Any and all leases associated with the subject property, upon approval of the appropriate agency, will transfer to Buyer. Seller agrees to relinquish all rights to any and all leases at day of closing.





- A seasonal creek runs through the property around the headquarters.



REAL ESTATE TAXES

According to the Fremont County Assessor's records, the real estate taxes for the 46 Ranch are approximately \$4,800 annually.

MINERAL RIGHTS

Fifty percent (50%) of any and all mineral rights associated with the ranch and owned by the Seller, if any, will transfer to the Buyer at day of closing.

WATER RESOURCES

In addition to the seasonal creek that runs through the property around the headquarters, live water flows throughout the ranch from several natural springs, in addition to solar wells and submersible wells. Numerous natural water sources, including springs, live water creeks, ponds and reservoirs provide ample water for livestock and wildlife with minimal dependence on solar wells and traditional electric wells.

The current owner did have an extensive study done in conjunction with the local NRCS office regarding the approximately 575± acres of water rights associated with this property. There is development opportunity should a pivot be constructed on the property to better utilize the water rights. For a complete copy of this irrigation evaluation and improvement recommendation, please visit www.clarklandbrokers.com.

A complete water search has been conducted and a copy of the findings will be made available to prospective buyers upon request, as well as a copy of the irrigation evaluation and improvement recommendation. A summary of the water rights search is included at the back of this brochure.

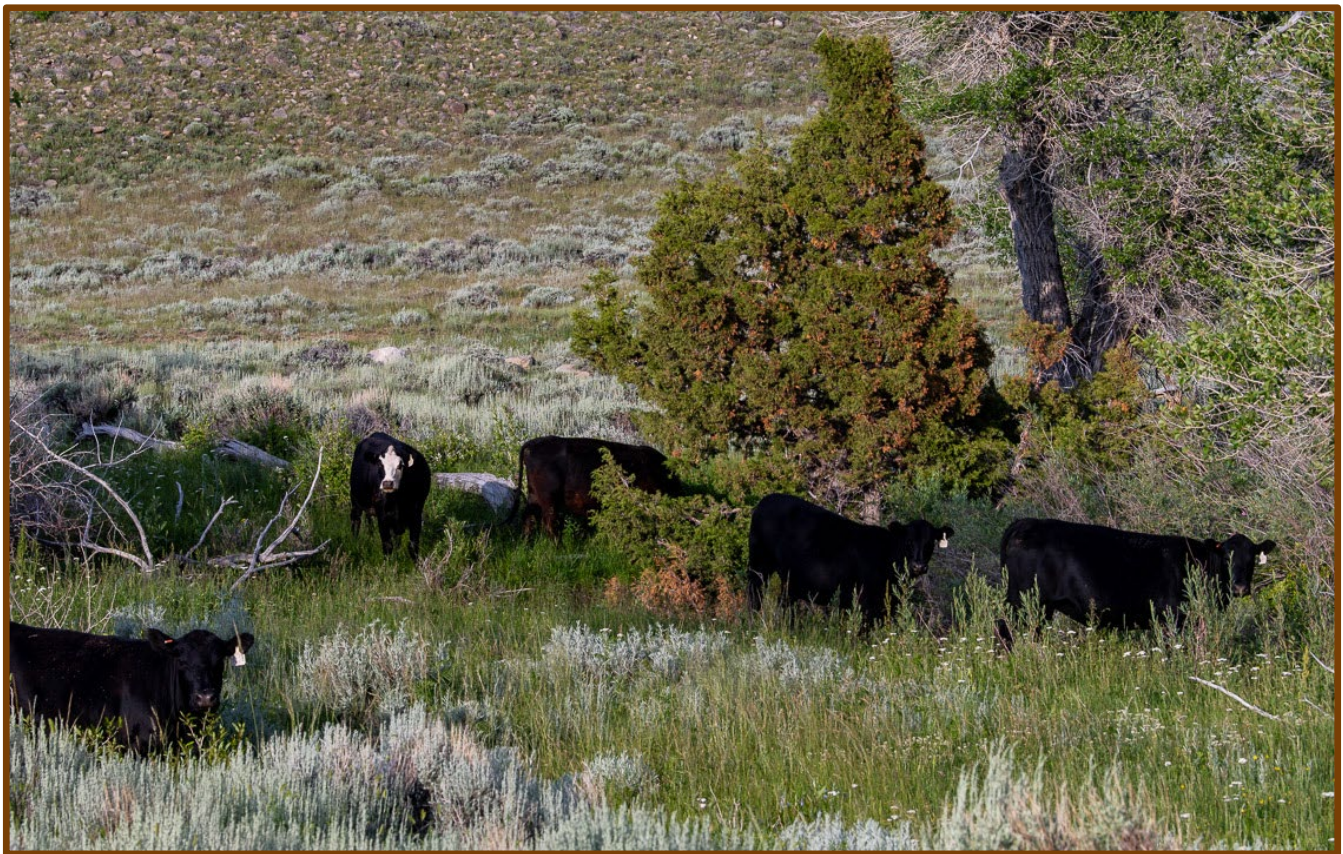


CARRYING CAPACITY / RANCH OPERATIONS

The 46 Ranch is owner-rated at 700-750 cow/calf pairs and has historically grazed the ranch for a period of seven to eight months. Generally, the current owners have grazed the property starting May 1st, but have on occasion turned cows out April 15th. Portions of the ranch must have cattle removed by October 15th, depending on the allotment regulations. Historically, calves are usually shipped around November 15th, with weaning weights averaging 525 pounds on the steers and 500 pounds on the heifers.

In recent years, the 46 Ranch has been utilized as a yearling operation with approximately 1,000 to 1,100 yearlings grazing the property during the summer months. Yearlings are marketed in the fall at Torrington Livestock Market, one of the region's largest cattle markets.

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



UTILITIES

Electricity – High Plains Energy

Gas/Propane – Blakeman Propane or Big Horn Co-op

Communications – Range Internet

Water – Private Well

Sewer – Private Septic

Television – Satellite TV

IMPROVEMENTS

Improvements on the 46 Ranch include the following:

- 4,032 sq. ft. home that has been recently remodeled and includes six bedrooms and four bathrooms.







- A set of corrals surrounds the building. Much of the corrals are constructed from pipe. There is also a livestock scale located at the headquarters.



- 5,000 sq. ft. Quonset Hut. Approximately one-half of the building has a concrete floor and is used as shop space. The second half is used as cattle handling facility.



RECREATION & WILDLIFE

There is an extensive variety of wildlife including moose, elk, mule deer, antelope, wild turkeys, upland birds and several species of small game that frequent the 46 Ranch. The topography and vegetation found on the property and in the surrounding area provide excellent habitat for the wildlife. The property qualifies for landowner tags for several species of wild game. The 46 Ranch and the vast BLM ground surrounding the ranch offers optimum hunting ground for Antelope, Deer and Elk. The 46 Ranch is in the following hunting areas: 24 for Elk, 96 for Deer and 68 for Antelope. For more information, please visit Wyoming Game and Fish at <https://wgfd.wyo.gov/Home> or call the Lander Office with Game and Fish at 307-332-2688.

Adventure can be discovered throughout the area and within a short drive of the ranch. The 46 Ranch is situated in the Green Mountains, a range within the Rocky Mountains, and the area consists of spectacular terrain and an abundance of wildlife. Outdoor activities include camping, hiking, mountain biking, horseback riding, rock climbing, fishing, and wild horse viewing. There are several mountain peaks on the property including Whiskey Peak, elevation of 9,225 ft. above sea level.



COMMUNITY AMENITIES

Fremont County: In 2020, the population of Fremont County was estimated to be 39,230. Of the 25 municipalities within Fremont County, Riverton and Lander are the largest.

Lander, Wyoming is the county seat of Fremont County and is ranked as one of the best outdoor cities in the nation. Known as the place “where the rails end and the trails begin,” Lander is a town where Western history meets outdoor adventure. Internationally known for its rock climbing, Lander offers all the modern amenities, yet has maintained its hometown feel complete with its historic Main Street. Businesses include restaurants, convenience stores, multiple hotels, grocery stores, banking facilities, healthcare and more. K-12 education is provided by the Fremont County School District #1.

Visit <https://windriver.org/destinations/lander/> for more information.

The city of Riverton offers many amenities including the Riverton Memorial Hospital, a municipal airport, museum, parks, and a country club. The public school system includes four elementary schools, a middle school, and a high school as well as private Catholic and Lutheran schools. Riverton is also home to Central Wyoming Community College.

There are several activities to see and participate in Fremont County year-round. To name a few:

- Riverton in February: The Wild West Winter Carnival.
- Lander in March: The Winter State Fair.
- From spring to fall: Native American Pow-Wows.
- 1838 Rendezvous Site held the end of June.
- Rendezvous Celebration held throughout July which includes the Hot Air Balloon races, Antique Car and Bike Show, Day in the Park, demolition derbies, rodeos, dances and fireworks
- Fremont County Fair and Rodeo held the end of July and first of August.
- September: The Cowboy Poetry Gathering.

To learn more of what is available to see and do in and around Fremont County, visit www.windrivercounty.com



AIRPORT INFORMATION

Commercial airline service is available in Casper, Wyoming; Riverton, Wyoming; 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>.

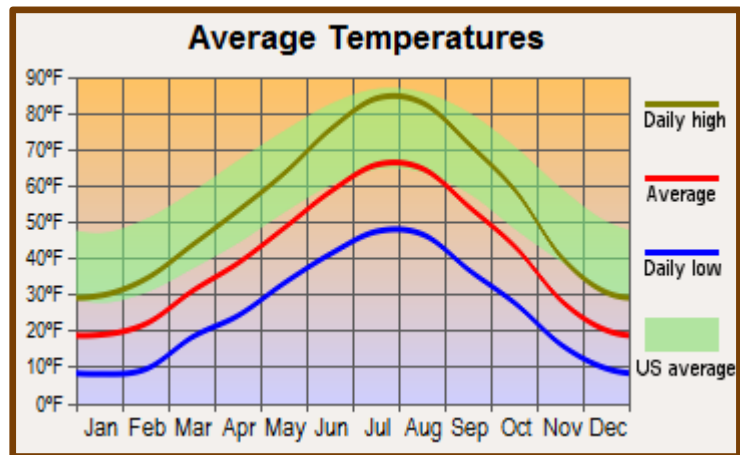
Denver, Colorado: Denver International Airport is open 24-hours-a-day, seven days a week and is served by most [major airlines and select charters](#), providing nonstop daily service to more than 130 national and international destinations. For more information, visit the official web site for Denver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

Riverton, Wyoming: The Riverton Regional Airport is located three miles northwest of Riverton. In addition to having commercial flights provided by United, Great Lakes and Frontier Airlines, the airport offers rental car service and other amenities for travelers. Additional information is available at <http://www.flyriverton.com>.



CLIMATE

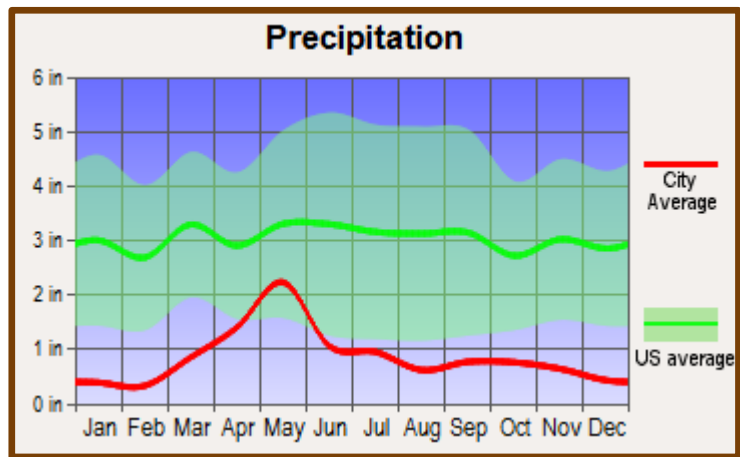
According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Jeffrey City, Wyoming area is approximately 9.87 inches including 59.8 inches of snow fall. The average high temperature in January is 31 degrees, while the low is 9 degrees. The average high temperature in July is 86 degrees, while the low is 50 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.

ASSUMABLE MORTGAGES

There is an assumable mortgage associated with the 46 Ranch to qualified buyers. General terms include principal amount of \$1,625,000, 3.8% interest and \$575,000, 2.99% interest.

OFFERING PRICE

\$5,250,000

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 the 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 \$150,000 (One Hundred Fifty 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.

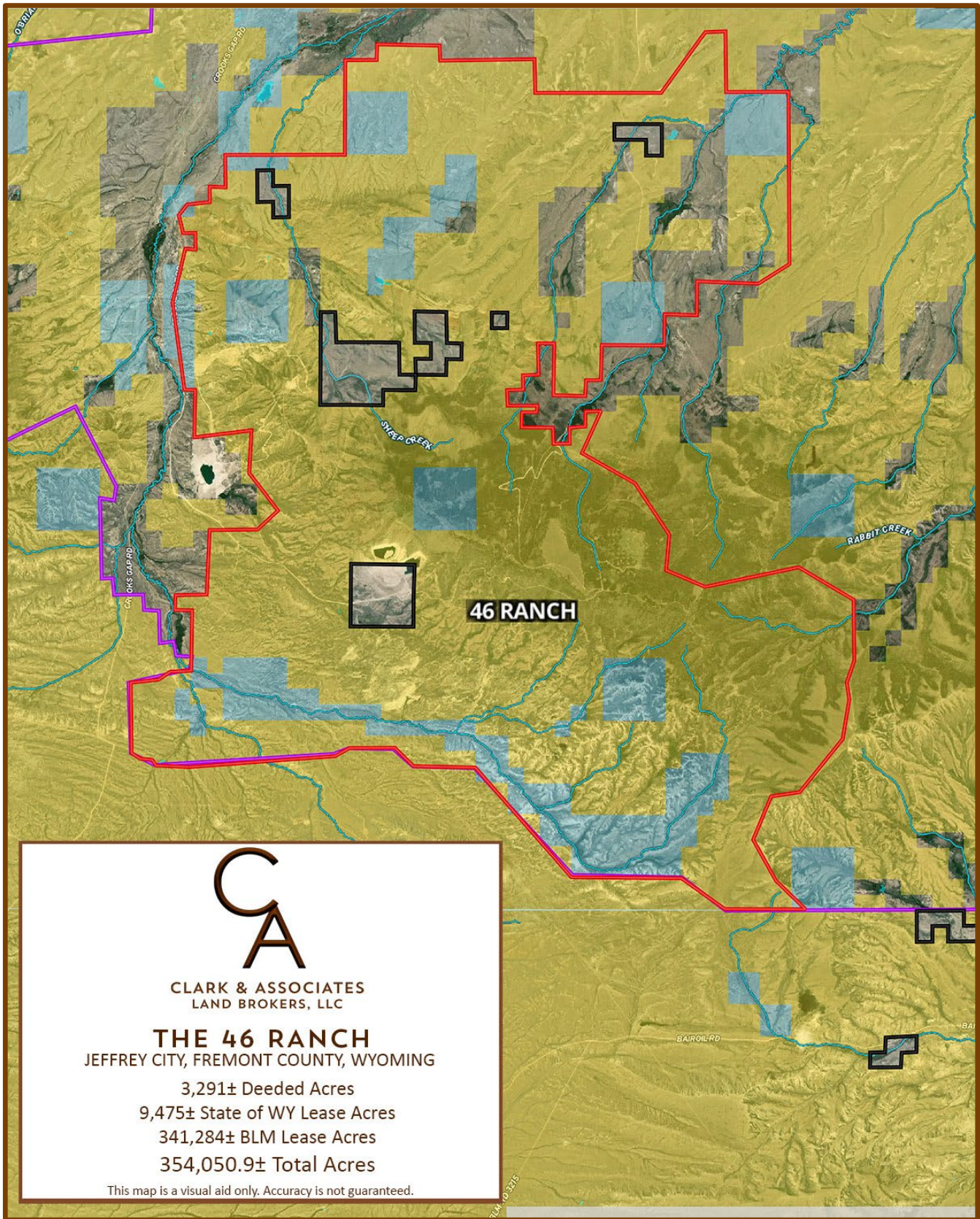
Boundaries shown on accompanying maps are approximate based on the legal description and may not indicate a survey. Maps are not to scale and are for visual aid only. Their accuracy is not guaranteed.



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.**

THE 46 RANCH ORTHO MAP



CLARK & ASSOCIATES
LAND BROKERS, LLC

THE 46 RANCH

JEFFREY CITY, FREMONT COUNTY, WYOMING

3,291± Deeded Acres
9,475± State of WY Lease Acres
341,284± BLM Lease Acres
354,050.9± Total Acres

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

THE 46 RANCH WIDE-VIEW ORTHO MAP



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



Cory Clark
Broker, REALTOR®

Cell: 307-351-9556

clark@clarklandbrokers.com

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



Mark McNamee
Associate Broker/Owner,
REALTOR®

Mobile: (307) 760-9510

mcnamee@clarklandbrokers.com

Licensed in WY, MT, SD, NE

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 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 _____