CLARK & ASSOCIATES
LAND BROKERS, LLC
Specializing in Farm, Ranch, Recreational & Auction Properties

Proudly Presents

BONANZA RANCH
Big Horn & Washakie Counties, Wyoming

200 head year-round operation with an irrigated feed base on the west slope of the Big Horn Mountains.
LOCATION & ACCESS

The Bonanza Ranch is located approximately 20 miles north of Ten Sleep, Wyoming. From Ten Sleep travel 20.2 miles north on Lower Nowood Rd, turn northeast on Hwy 31 for half a mile and the feedlot will be on your right. From Manderson travel 17.4 miles southeast on Hwy 31, the feedlot will be on your right.

Several towns and cities in proximity to the property include:

- Ten Sleep, Wyoming (population 257) 10 miles south
- Worland, Wyoming (population 5,189) 30 miles southwest
- Buffalo, Wyoming (population 4,584) 72 miles northeast
- Sheridan, Wyoming (population 17,860) 108 miles northeast
- Riverton, Wyoming (population 11,058) 117 miles southwest
- Casper, Wyoming (population 59,628) 133 miles southeast
- Billings, Montana (population 109,642) 168 miles north
SIZE & DESCRIPTION

279+ Deeded Acres
3,440± BLM Lease Acres
380± State of Wyoming Lease Acres
61,000± in-common BLM, State, USFS & South Paint Rock Grazing Association Acres
65,099+ Total Acres

This offering is a rare opportunity to acquire a 200 head year-round cattle operation on 65,099± total acres with an irrigated feed base along with a 950 head feedlot in the Ten Sleep area of Wyoming. Much of the ranch is contiguous for ease of rotational grazing, with the remaindered being within trailing distance.

The 200 head year-round rating includes deeded ground, private BLM & state leases for grazing between 11/1 – 5/6 and the transfer of 200 AUM worth of grazing allotments from the Buyer to run “in-common” with Seller’s cattle from 5/7 – 10/31.

The terrain of the ranch varies dramatically from the creek bottom meadows of Paint Rock Creek, to the high desert foothills of Hyavtville, then stretching in the high elevation mountain summer grazing of the Big Horn National Forrest. The elevation on the property varies between 4,660 and 9,520 feet above sea level.

One land-owner elk tag will be transferred to the Buyer from the Seller.
CARRYING CAPACITY / RANCH OPERATIONS

The Bonanza Ranch is a 200 head year-round operation with an irrigated feed base, and an additional 950 head feedlot. 75± acres are flood irrigated hay fields that historically provide 80± tons per cutting, with the third growth being retained for grazing. 70± acres of corn are irrigated under the 2016 7-tower Zimmatic pivot which in 2019 provided approximately 2,100 tons of silage for use in the feedlot.

For cattle operations between 11/1 – 5/6 the Buyer would be on deeded ground, private BLM leases, and private state leases. For grazing operations between 5/7 – 10/31 the Seller is offering the transfer of 200 AUM worth of grazing allotments for the Buyer’s cattle to run “in-common” with his cattle.

No trucking of cattle is required on this operation as the 11/1 – 5/6 grazing is contiguous, then the cattle are trailed to the 5/7 - 10/31 contiguous grazing areas. The Seller would negotiate the sale of cattle from his herd that are familiar with the terrain, routine, and water sources should the Buyer choose.

“Carrying capacity can vary due to weather conditions and management practices. Interested parties should conduct their own analysis.”
LEASE INFORMATION
The Bureau of Land Management lease associated with the Bonanza Ranch consists of a total of 64,440± acres. According to the terms of the BLM lease, livestock are allowed to graze on the lease ground from May 7th to February 28th each year of the lease.

BLM leases are renewable every ten years and are assessed $1.35 per AUM. You may call the Worland BLM office at 307-347-5100 and ask for Mike Phillips for further information. The BLM lease for the ranch is as follows:

<table>
<thead>
<tr>
<th>Allotment Number</th>
<th>Total Acres</th>
<th>Total AUMs</th>
<th>Expiration Date</th>
<th>2019 Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>0054</td>
<td>920</td>
<td>101</td>
<td>TBD</td>
<td>$136.35</td>
</tr>
<tr>
<td>00138</td>
<td>1720</td>
<td>256</td>
<td>TBD</td>
<td>$345.6</td>
</tr>
<tr>
<td>00137</td>
<td>800</td>
<td>58</td>
<td>TBD</td>
<td>$78.3</td>
</tr>
<tr>
<td>0005</td>
<td>29,400</td>
<td>200*</td>
<td>TBD</td>
<td>$270</td>
</tr>
</tbody>
</table>

*indicates AUM transferred to Buyer as "in-common" lease

United States Forest Service leases are renewable every ten years and are assessed $1.35 per AUM. You may call the Powder River Ranger District Office at (307) 684-7806 and ask for Traci Weaver for further information. The USFS lease for the ranch is as follows:

<table>
<thead>
<tr>
<th>Allotment Name</th>
<th>Total Acres</th>
<th>Total AUMs</th>
<th>Expiration Date</th>
<th>2019 Costs</th>
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</thead>
<tbody>
<tr>
<td>Battle Park</td>
<td>29,000</td>
<td>200*</td>
<td>TBD</td>
<td>$270</td>
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</table>

*indicates AUM transferred to Buyer as "in-common" lease

State of Wyoming leases are renewable every ten 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. You may contact the Wyoming Office of State Lands and Investments for further information at (307) 777-7333.

<table>
<thead>
<tr>
<th>Allotment Number</th>
<th>Total Acres</th>
<th>Total AUMs</th>
<th>Expiration Date</th>
<th>2019 Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>3-7297</td>
<td>120</td>
<td>6*</td>
<td>3/1/2027</td>
<td>TBD</td>
</tr>
<tr>
<td>3-7969</td>
<td>261.2</td>
<td>62</td>
<td>3/1/2020</td>
<td>TBD</td>
</tr>
<tr>
<td>3-7183</td>
<td>1160</td>
<td>196*</td>
<td>3/1/2027</td>
<td>TBD</td>
</tr>
<tr>
<td>3-6989</td>
<td>66.5</td>
<td>56*</td>
<td>3/1/2027</td>
<td>TBD</td>
</tr>
</tbody>
</table>

*indicates as "in-common" lease
WATER RESOURCES

- Worland Water District Taps
- 60± Shares of Tharp Ditch
- 60± Shares of Avant Canal
- 70± Acres of Territorial Water Rights
- 20± Acres South Side Ditch
- Paint Rock Creek flows through deeded ground
- Numerous reservoirs, creeks, and springs on BLM, USFS, and state leases.
- Several stock tanks throughout.

SOILS

Area specific soil searches can be conducted by interested parties at:
https://websoilsurvey.nrcs.usda.gov

REAL ESTATE TAXES

According to the Big Horn and Washakie County Assessor’s records, the real estate taxes for the Bonanza Ranch were approximately $949.81 in 2019.

MINERAL RIGHTS

Any and all mineral rights, if any, associated with the ranch will transfer to Buyer at day of closing.
UTILITIES
Electricity – Big Horn Rural Electric, pivot cost annually is $2,400
Communications – Cell Service available
Water – City of Worland
Sewer – Private Septic
Television – Satellite

IMPROVEMENTS
Improvements on the Bonanza Ranch include the following:
• 950 head feedlot in good condition. Pens are pipe construction, with automatic, freeze-proof waters, working facilities with squeeze chute, and several lean-to’s
• Scale house at feedlot has been converted into a one bedroom, one bathroom living quarters. It is still wired as a working scale house for future use.
• 2,800 sq ft wood frame, metal roof hay shed adjacent to flood irrigated hay field.
• Two mountain “cow camps” with cabins and corrals.
• Parties interested in year-round home should inquire of C&A Listing Agent.
One of two cow camps.
RECREATION & WILDLIFE

Recreational opportunities abound on, and around, the Bonanza Ranch. Paint Rock Creek meanders through the property and is ripe for trout fishing. An abundance of public ground including BLM and the large Big Horn National Forest provide for endless opportunity for hunting, fishing, horseback riding, kayaking, spelunking, mountain biking, off-highway vehicle riding and camping. Rock climbers will enjoy 800 bolted routes in the Ten Sleep Canyon and the canyon houses a historic fish hatchery.

One land-owner elk tag will be included in the sale of the Bonanza Ranch and the ranch lies in Area 45. Additionally, the Renner Wildlife Habitat Area provide winter range for herds of elk and mule deer which summer in the Bighorn Mountains. Renner Reservoir in Ziesman Canyon is stocked with bass, and is just a short distance from the Bonanza Ranch’s grazing areas.
COMMUNITY AMENITIES

The Ten Sleep area continues to thrive as a ranching community. Three cafes/restaurants, two bars, two motels, a historic hardware store, campground, bank, and a gas station/convenience store offer the primary services for visitors and locals.

From the website www.travelwyoming.com this is said of Ten Sleep:

   Nestled at the base of the Big Horn Mountains, 26 miles east of Worland on US 16, Ten Sleep long ago staked its claim to a share of Wyoming's and Washakie County's colorful history. There are several stories as to how this small town got its name. One story says the name Ten Sleep came from the Indians' reference to a ford across the creek, on the old Bridger Trail, as being 10 days (sleeps) journey from Fort Laramie in the southeast or Yellowstone to the west. The other story relates to a large Indian camp on the Platte River near the present site of Casper, Wyoming, which was known to the early trappers as the Old Sioux Camp. To the north, near the present site of Bridger, Montana, on Clarks Fork River, was another large and well-known Indian camp. They both were important crossroads of the nation and trails led from them in all directions. Half way between the two was Ten Sleep. The Indians measured distance by the number of sleeps - which was 10 - between the two camps.

   Travelers approaching the big, friendly Big Horn Mountains from the east have an abundance of campgrounds, picnic areas, lodges, fishing holes, wildlife viewing and recreational opportunities. From the west as you drop into the Nowood Valley, Ten Sleep opens before you, to your right as you enter town are the rodeo grounds. If you're lucky enough to be there on the 4th of July you will find an old fashioned rodeo reminiscent of the original ranch rodeo it sprung from in 1946.

Worland, Wyoming, the county seat of Washakie County, is located within the Big Horn Basin and along the Big Horn River in beautiful Northwestern Wyoming. A community hub for the 5,487 people who reside within the city limits, Worland has a proud heritage of initiative, innovation and just plain grit.

Worland is a hub for business in the Big Horn Basin. The economy of Worland is supported by agriculture and oil/gas drilling. Sugar beets are the top agricultural product of the area. Top employers in Worland include Admiral Beverage, Wyoming Sugar Company, Crown Cork & Seal, and MillerCoors.

Public education in the city of Worland is provided by Washakie County School District #1. The district operates five campuses – East Side Elementary, South Side Elementary, West Side Elementary, Worland Middle School, and Worland High School.

AIRPORT INFORMATION

The city of Worland is served by Worland Municipal Airport. There is no commercial service available.

Commercial airline service is available at Billings, Montana; and Denver, Colorado. The following is information on each of these airports:

Billings, Montana: Billings Logan International Airport offers daily passenger service by a number of airlines. Find 24/7 access to flight arrivals and departures, passenger services, visitor information resources, and airport news and current events at www.flybillings.com.

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 website for Denver International Airport at www.flydenver.com.
CLIMATE
According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Big Horn County, Wyoming area is approximately 8.78 inches including 33.4 inches of snowfall. The average high temperature in January is 29 degrees, while the low is 5 degrees. The average high temperature in July is 91 degrees, while the low is 57 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 10 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
- Low property tax
- Favorable inheritance tax
- Favorable unemployment tax
- Low retail sales tax
- No corporate income tax
- No gross receipts tax
- No inventory 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. As of last year, Wyoming’s poverty, home foreclosure, and unemployment rates were all among the lowest in the nation.
OFFERING PRICE

$2,450,000
Owner-Financing is Available

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 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 $120,000 (One Hundred Twenty 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.

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.
BONANZA RANCH ORTHO MAP

Bonanza Ranch

www.ClarkLandBrokers.com
For additional information or to schedule a showing, please contact:

**Travis Githens**
Sales Associate, REALTOR®

Mobile: (307) 315-1274
admin@clarklandbrokers.com
Licensed in WY

**Scott Leach**
Associate Broker, REALTOR®

Mobile: (307) 331-9095
scott@clarklandbrokers.com
Licensed in WY, NE, & SD

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

<table>
<thead>
<tr>
<th>Location</th>
<th>Contact Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lusk, WY Office</td>
<td>Cory G. Clark - Broker / Owner (307) 351-9556 - <a href="mailto:clark@clarklandbrokers.com">clark@clarklandbrokers.com</a></td>
</tr>
<tr>
<td></td>
<td>Licensed in WY, MT, SD, ND, NE &amp; CO</td>
</tr>
<tr>
<td></td>
<td>Dean Nelson – Sales Associate (307) 340-1114 - <a href="mailto:dean@clarklandbrokers.com">dean@clarklandbrokers.com</a></td>
</tr>
<tr>
<td></td>
<td>Licensed in WY &amp; NE</td>
</tr>
<tr>
<td>Kaycee, WY Office</td>
<td>Mark McNamee - Associate Broker/Auctioneer/Owner (307) 760-9510 - <a href="mailto:mcnamee@clarklandbrokers.com">mcnamee@clarklandbrokers.com</a></td>
</tr>
<tr>
<td></td>
<td>Licensed in WY, MT, SD &amp; NE</td>
</tr>
<tr>
<td>Billings &amp; Miles City, MT Offices</td>
<td>Denver Gilbert - Associate Broker / Owner (406) 697-3961 - <a href="mailto:denver@clarklandbrokers.com">denver@clarklandbrokers.com</a></td>
</tr>
<tr>
<td></td>
<td>Jon Keil - Associate Broker (307) 331-2833 - <a href="mailto:jon@keil.land">jon@keil.land</a></td>
</tr>
<tr>
<td></td>
<td>Licensed in WY &amp; CO</td>
</tr>
<tr>
<td>Buffalo, WY Office</td>
<td>Ronald L. Ensz - Associate Broker (605) 210-0337 - <a href="mailto:ensz@rushmore.com">ensz@rushmore.com</a></td>
</tr>
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<td>Licensed in SD, MT &amp; NE</td>
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<tr>
<td>Belle Fourche, SD Office</td>
<td>Logan Schliinz - Associate Broker (307) 575-5236 - <a href="mailto:logan@clarklandbrokers.com">logan@clarklandbrokers.com</a></td>
</tr>
<tr>
<td></td>
<td>Ken Weekes – Sales Associate (307) 272-1098 - <a href="mailto:kenweekes@gmail.com">kenweekes@gmail.com</a></td>
</tr>
<tr>
<td></td>
<td>Licensed in SD, WY</td>
</tr>
<tr>
<td>Torrington, WY Office</td>
<td>Scott Leach - Associate Broker (307) 331-9095 - <a href="mailto:scott@clarklandbrokers.com">scott@clarklandbrokers.com</a></td>
</tr>
<tr>
<td></td>
<td>Licensed in CO, NE &amp; WY</td>
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<td>Douglas, WY Office</td>
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<td>Greybull, WY Office</td>
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**Bonanza Ranch**

www.ClarkLandBrokers.com
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 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.

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 __________