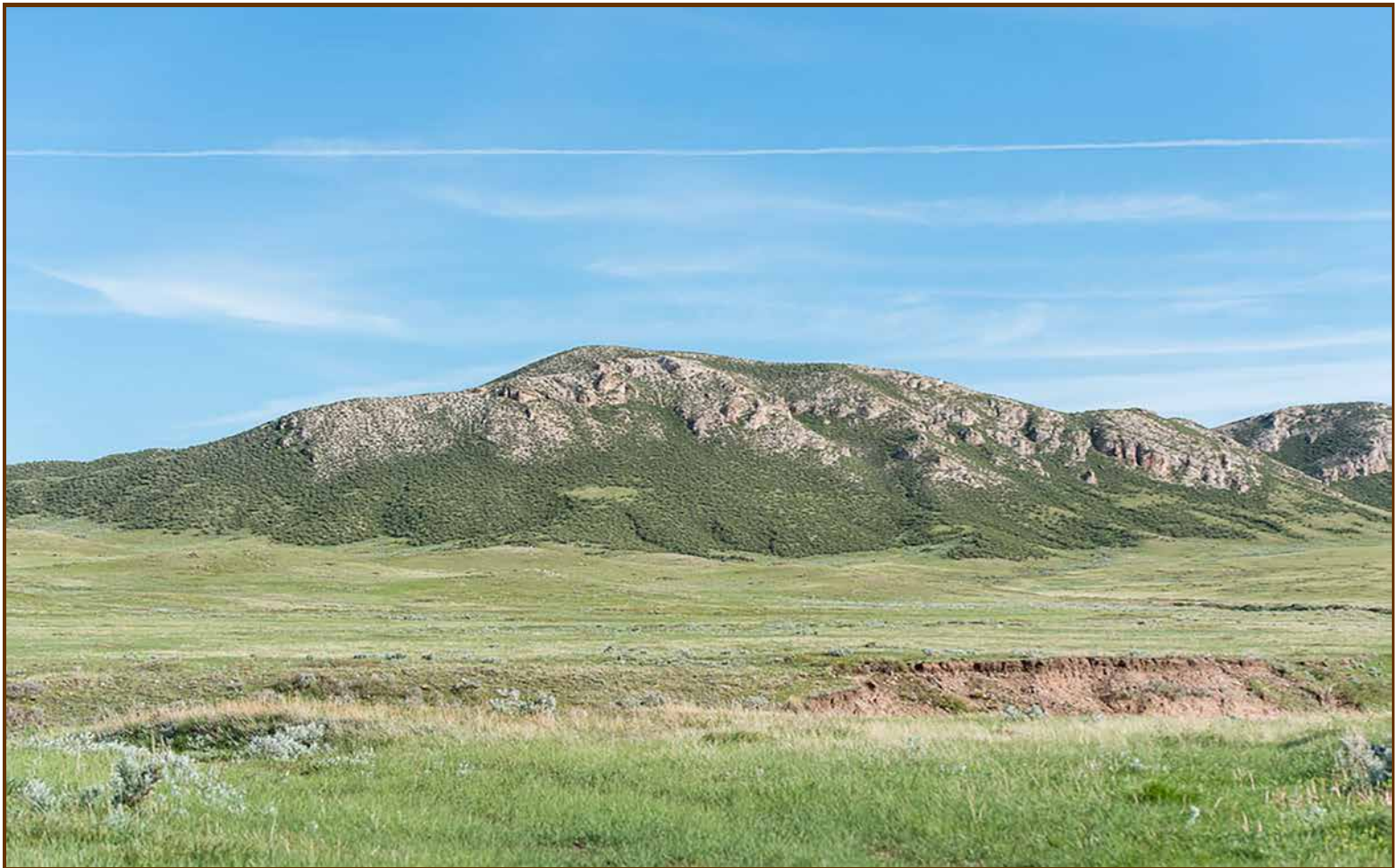




**CLARK & ASSOCIATES  
LAND BROKERS, LLC**

Specializing in Farm, Ranch & Recreational Properties.

*Proudly Presents*



# ***WEBER MOUNTAIN RANCH***

***Wheatland, Platte County, Wyoming***

***A great combination of productive ranch land and  
recreational splendor located in the heart of elk country.***

## LOCATION & ACCESS

The Weber Mountain Ranch is located approximately 19 miles southwest of Wheatland. To reach the ranch, travel south from Wheatland on Interstate 25 for approximately five miles to exit 73; travel west on Wyoming Highway 34 for approximately 7.5 miles; turn left onto Brush Creek Road, a graveled county road, and traveling south for approximately five miles to the northwest corner of the ranch. Several towns and cities in proximity to the property include:

|                                              |                    |
|----------------------------------------------|--------------------|
| Wheatland, Wyoming (population 3,627)        | 19 miles northeast |
| Laramie, Wyoming (population 30,816)         | 66 miles southwest |
| Cheyenne, Wyoming (population 59,466)        | 75 miles south     |
| Torrington, Wyoming (population 6,501)       | 79 miles east      |
| Scottsbluff, Nebraska (population 15,039)    | 111 miles east     |
| Fort Collins, Colorado (population 143,986)  | 120 miles south    |
| Denver, CO Metro Area (population 3,277,309) | 174 miles south    |



## SIZE & DESCRIPTION

The Weber Mountain Ranch includes approximately 2,080 deeded acres and 80± State of Wyoming lease acres for a total of 2,160± acres. The terrain of the ranch is generally rolling grass hills with cedar trees located on some of the hills. Brush Creek flows through the northwest corner of the property. Mature cottonwoods and willows shade the creek providing excellent habitat for livestock and wildlife. The elevation on the property varies between 4,800 and 6,000 feet.



## LEASE INFORMATION

The State of Wyoming lease (No. 1-7765) that is included in the Weber Mountain Ranch consists of 80± acres. 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. The lease is allotted a total of 20 AUMs and the 2016 cost per AUM will be \$6.14 which equates to a total of \$122.80 for the 2016 State lease on the Weber Mountain Ranch. You may contact the Wyoming Office of State Lands and Investments for further information at (307) 777-7333.

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.



## CARRYING CAPACITY / RANCH OPERATIONS

The Weber Mountain Ranch is a traditional yearling operation with the owner grazing approximately 175 head of yearlings during the summer months. *NOTE: Carrying capacity can vary due to weather conditions and management practices. Interested parties should conduct their own analysis.*

The property is a quality grass ranch with a variety of hard grass species, rich in protein content. The high protein hard grass that is common in this area typically yields weight gains of 1.8 to 2 pounds per day on yearling cattle. The ranch is cross-fenced for flexible management and efficient grazing rotation. Most fences are four-wire barbed wire with steel posts and are in good condition.



### IMPROVEMENTS

There are no improvements on the Weber Mountain Ranch; however, below is the list of utilities available in the area.

Electricity – Wheatland Rural Electric

Propane – local providers in the area

Mobile Phone Coverage – multiple providers

Water – private well





## REAL ESTATE TAXES

According to the Platte County Assessor, the real estate taxes on the Weber Mountain Ranch are approximately \$868 per year.



## WATER RESOURCES

This ranch is well watered with a reservoir, a solar well on the north end of the ranch, and a spring in the northwest corner of Section 23. Additional water is provided from Brush Creek which flows through the northwest corner of the ranch.

All adjudicated and permitted water rights associated with the Weber Mountain Ranch will transfer to buyer at day of closing. A complete water search will be conducted by an independent firm and the findings of that search will be made available to prospective buyers upon request.

## MINERAL RIGHTS

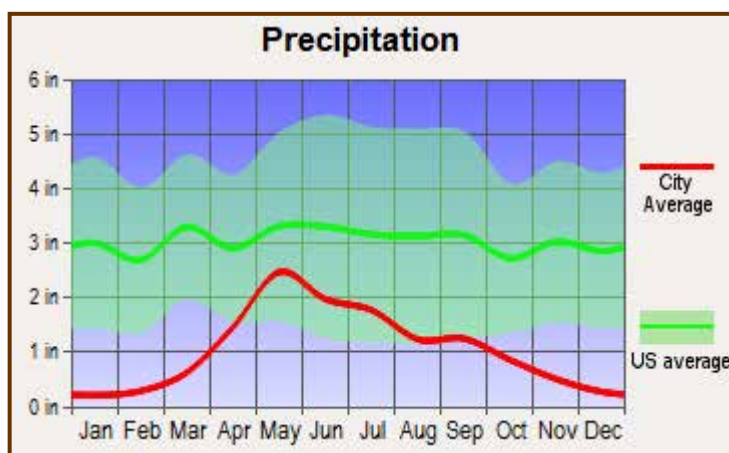
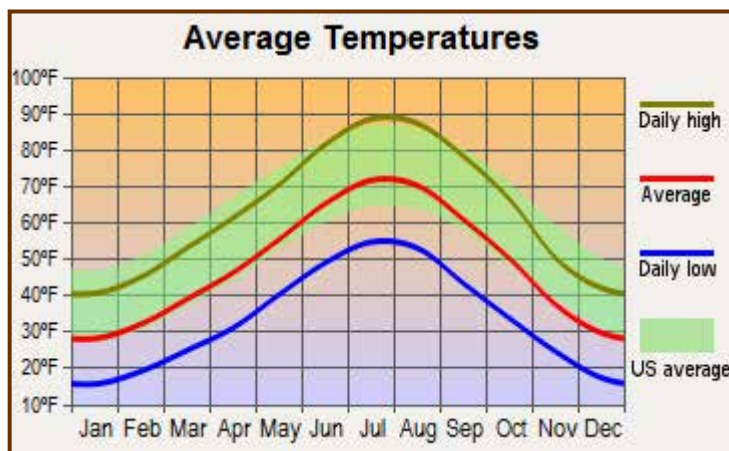
One-half (1/2) of any and all mineral rights owned by the seller, if any, shall be transferred to buyer at day of closing with the owner retaining the remaining half of the mineral rights. There is no oil, gas, or other mineral production on the property.

## CLIMATE

According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Wheatland, Wyoming area is approximately 13.2 inches including 43 inches of snow fall. The average high temperature in January is 41 degrees, while the low is 17 degrees. The average high temperature in July is 89 degrees, while the low is 56 degrees. The charts to the right are courtesy of [www.city-data.com](http://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
- 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. As of last year, Wyoming's poverty, home foreclosure, and unemployment rates were all among the lowest in the nation.





### COMMUNITY AMENITIES

Wheatland, Wyoming is the county seat of Platte County and offers all the desirable amenities of a traditional, rural Wyoming town with its small-town friendliness and atmosphere. Located along I-25, Wheatland is close to farms and ranches, mountains, plains, reservoirs, and many historical and recreational sites. Wheatland has medical facilities at the Platte County Memorial Hospital and Nursing Home, an excellent K-12 school system, farm and ranch implement dealerships, veterinary clinics, several banks and shopping facilities, churches, restaurants, a nine hole municipal golf course, and an airport. For additional information regarding Wheatland as well as the surrounding area, visit [www.wheatlandwy.com](http://www.wheatlandwy.com).

Major employers in the Wheatland area include Platte County School District #1, Laramie River Station power plant, BNSF Railway, Platte County Memorial Hospital, JO Enterprises, Platte County School District #2, Wyoming Premium Farms, Britz-Heidbrink, and Camp Guernsey.

Phifer Airfield is located one mile east of Wheatland and has an asphalt runway which measures 5,900' x 75'. Additional information is available at [www.wheatlandwy.com/airport.htm](http://www.wheatlandwy.com/airport.htm).

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

**Cheyenne, Wyoming:** Great Lakes Airlines operates flights daily from Cheyenne to Denver International Airport. The airline currently has code share agreements with United and Frontier Airlines to connect you with flights around the world. Cheyenne aeronautical information can be found at <http://www.cheyenneairport.com/>.

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

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





## RECREATION & WILDLIFE

This ranch has a thriving elk population and is located in Area 6 for elk hunting. The genetics and habitat in this area produce trophy bulls in the 300 to 400 point class annually. It is common to see elk herds that range from 20 up to 200 animals, depending on the time of the year. There are two land-owner elk licenses available.

Trophy mule deer and whitetail hunting on this ranch is exceptional with the rough buck brush-covered hills and sub-irrigated creek bottoms. The deer population has had an excellent opportunity to mature with the current owners' management and has produced outstanding results. Other hunting opportunities include antelope, turkeys, coyotes, mountain lion, bobcat, and prairie dogs.

About a half hour from Wheatland is the western edge of 14 mile long Glendo Reservoir. Glendo State Park is one of southeast Wyoming's most popular boating parks, offering visitors waterskiing, fishing, sailing, and other water-based activities along with seven campgrounds, six boat ramps, and a marina concession. Glendo Reservoir offers superb fishing possibilities for species including walleye, trout, yellow perch, and channel catfish.

Guernsey State Park has one of Wyoming's most attractive reservoirs. Bluffs east of the park block the wind from the park area and leave the waters warm and inviting for swimmers and water skiers. The park also offers boating, camping, fishing, hiking, bird-watching, and picnicking.

The following is from the Wyoming Tourism website at [www.wyomingtourism.org](http://www.wyomingtourism.org):

*The Grayrocks Wildlife Habitat Management Area is seven miles south of Guernsey and nine miles northeast of Wheatland along the Laramie River. There is a dam and reservoir along the Laramie River that supplies cooling water for the Laramie River Power Plant. Through a cooperative agreement between the Wyoming Game & Fish Commission and the Missouri Basin Power Project, these lands are being managed for optimum public recreational activities and to maintain or improve present wildlife habitat.*



*The average elevation of this area is 4,500 feet, with plains, rolling hills, sharp breaks, and cliffs. To the west, the land rises gradually for about five miles to the Laramie Range, which rises abruptly to elevations of 9,000 feet. Laramie Peak, the highest peak in the mountain range, stands at 10,272 feet.*

The Oregon Trail Ruts State Historic Site, just north of Wheatland, is one of the most visible remnants of the Oregon Trail, with tracks cut into solid rock. At the Register Cliff State Historic Site, one can see where emigrants who camped along the banks of the North Platte River etched their names into the soft sandstone cliff.

Hunting, hiking, camping, and four-wheeling trips can be found in the Laramie Mountains to the west. Laramie Peak offers a steep 4.8-mile trail to the top that is open to ATVs, horses, and hikers.



### OFFERING PRICE

Price Reduced to \$1,456,000

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 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 \$88,000 (Eighty Eight 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.

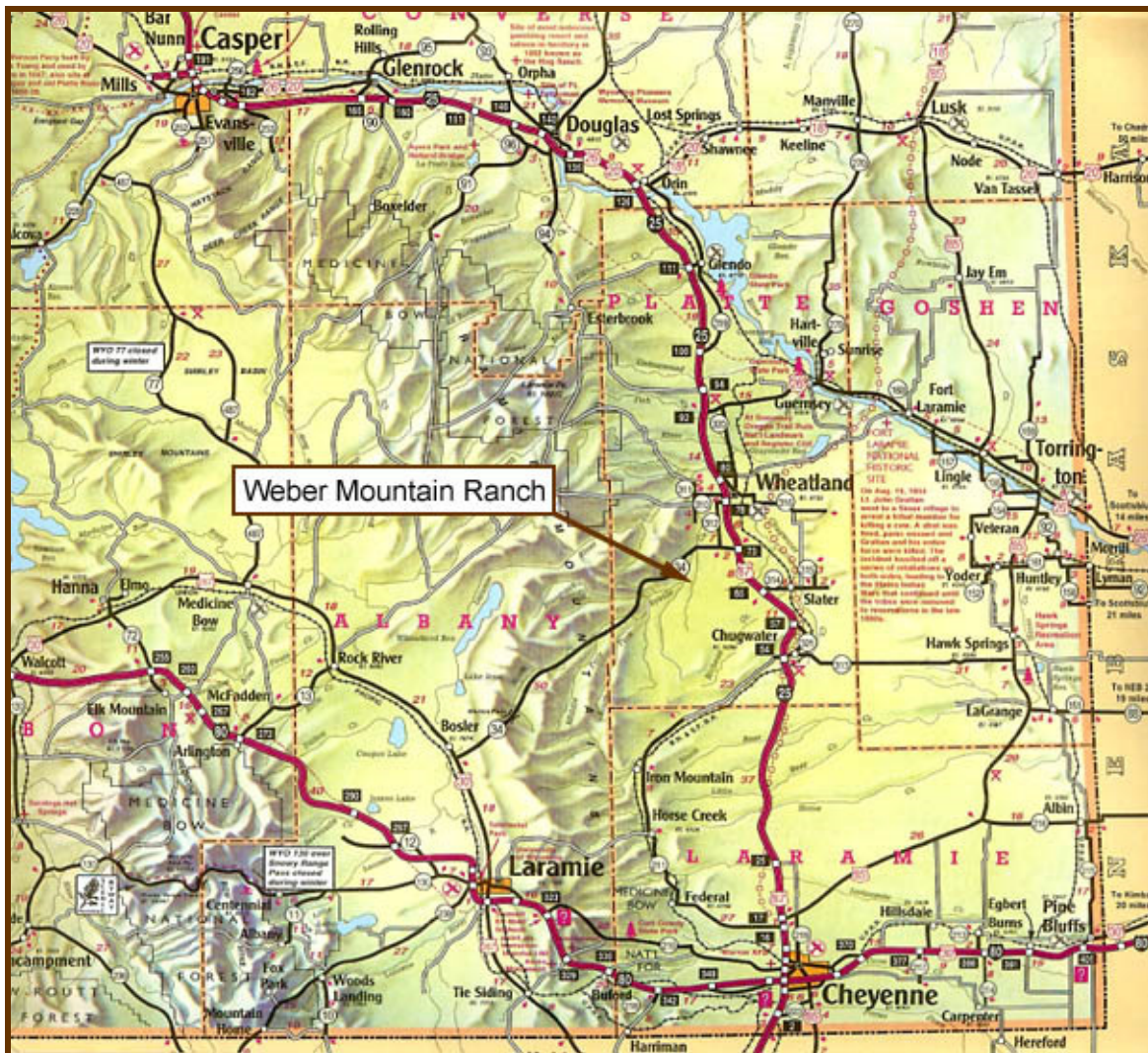


## FENCES AND BOUNDARY LINES

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.

## WYOMING LOCATION MAP

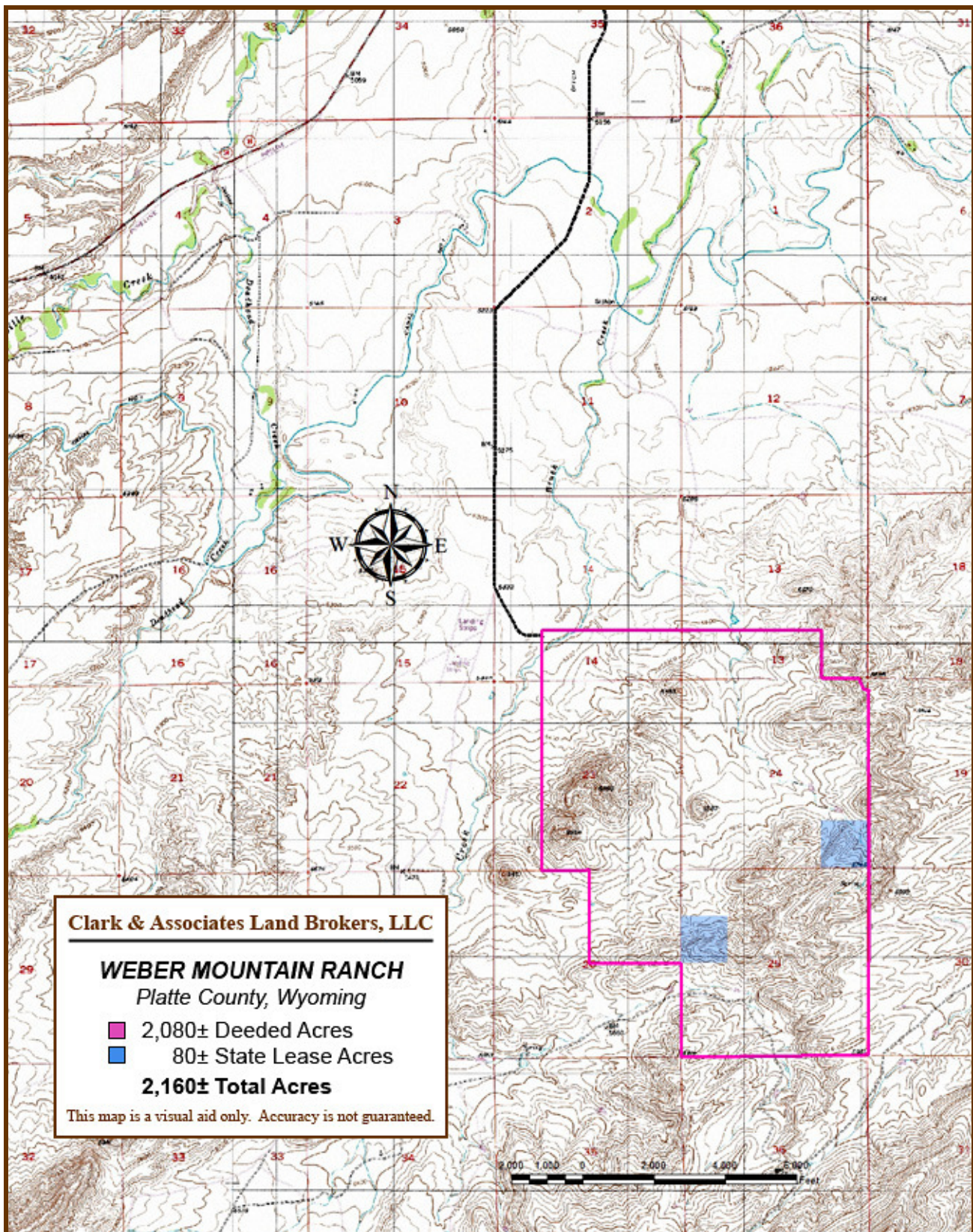


Clark & Associates Land Brokers, LLC is pleased to have been selected as the Exclusive Agent for the Seller of this outstanding offering. All information has been obtained from sources deemed reliable by Clark & Associates Land Brokers, LLC; however, the accuracy of this information is not guaranteed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

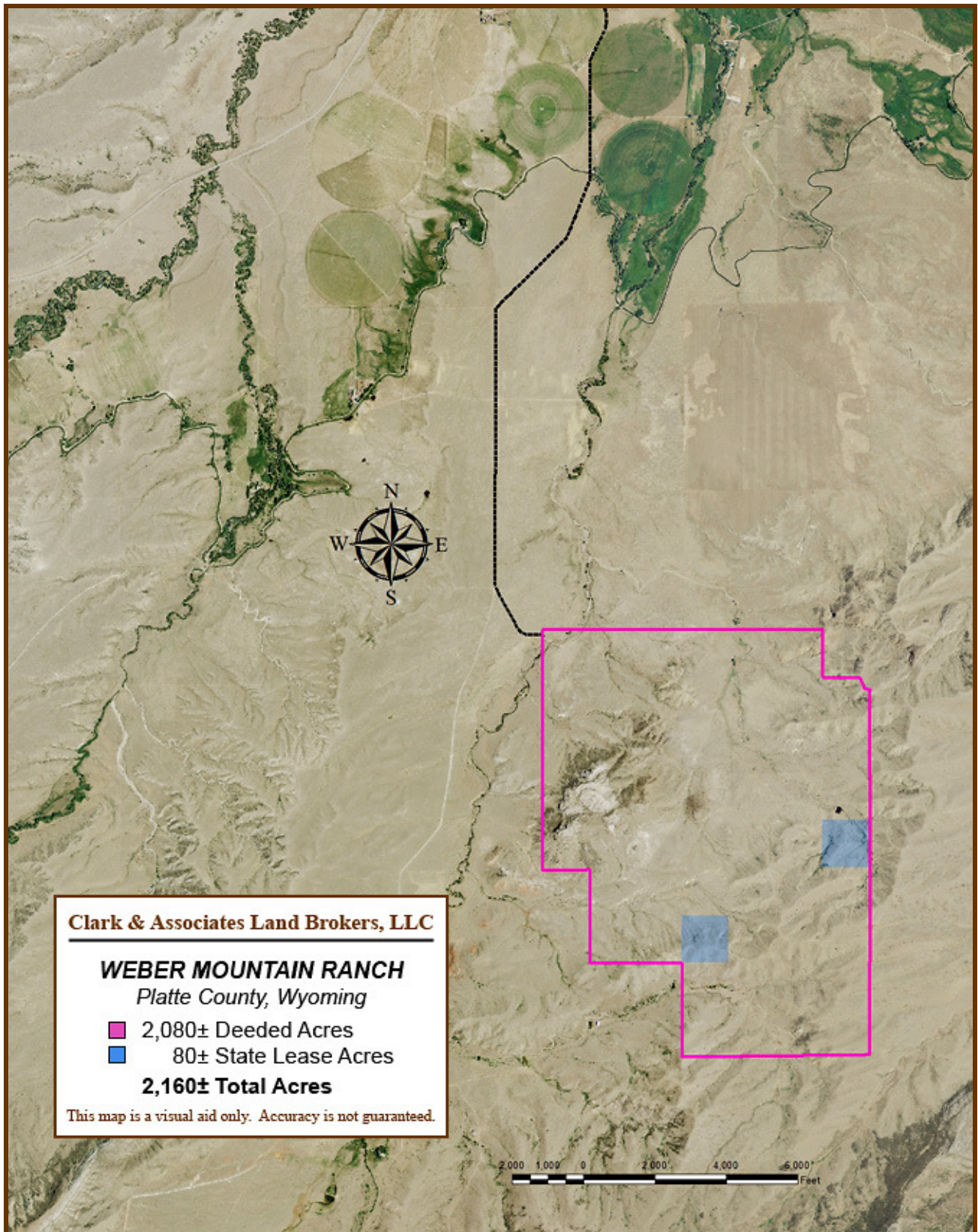


## WEBER MOUNTAIN RANCH TOPO MAP





## WEBER MOUNTAIN RANCH ORTHO MAP





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



**Cory Clark**  
Broker / Owner

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

[clark@clarklandbrokers.com](mailto:clark@clarklandbrokers.com)

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



**Scott Leach**  
Associate Broker

Mobile: (307) 331-9095

[scott@clarklandbrokers.com](mailto:scott@clarklandbrokers.com)

Licensed in WY, SD, & NE

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

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

**Cory G. Clark - Broker / Owner**

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**Hulett, WY Office**

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Hulett, WY 82720

**Mark McNamee - Associate Broker/Auctioneer/Owner**

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**Billings, MT Office**

6806 Alexander Road  
Billings, MT 59105

**Denver Gilbert - Associate Broker / Owner**

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Licensed in WY, MT, SD & ND

**Buffalo, WY Office**

37 North Main Street  
Buffalo, WY 82834

**Jon Keil - Associate Broker**

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**Belle Fourche, SD Office**

515 National Street • PO Box 307  
Belle Fourche, SD 57717

**Ronald L. Ensz - Associate Broker**

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**Torrington, WY Office**

2210 Main Street  
Torrington, WY 82240

**Logan Schliinz - Associate Broker**

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**Douglas, WY Office**

PO Box 1395, Douglas, WY 82633  
1878 N Glendo Hwy, Glendo, WY  
82213

**Scott Leach - Associate Broker**

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**Greybull, WY Office**

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Greybull, WY 82426

**Ken Weekes – Sales Associate**

(307) 272-1098 ~ [farmview@tctwest.com](mailto:farmview@tctwest.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 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 ESTABILSHED, 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 \_\_\_\_\_