



**CLARK & ASSOCIATES  
LAND BROKERS, LLC**

Specializing in Farm, Ranch, Recreational & Auction Properties

*Proudly Presents*



***RIMFIRE RANCH***

***Daniel, Wyoming***

*Rimfire Ranch consists of a total of 11,000± acres and is situated in the picturesque Green River Valley offering a well-appointed headquarters, productive agricultural components and outstanding recreational opportunities.*

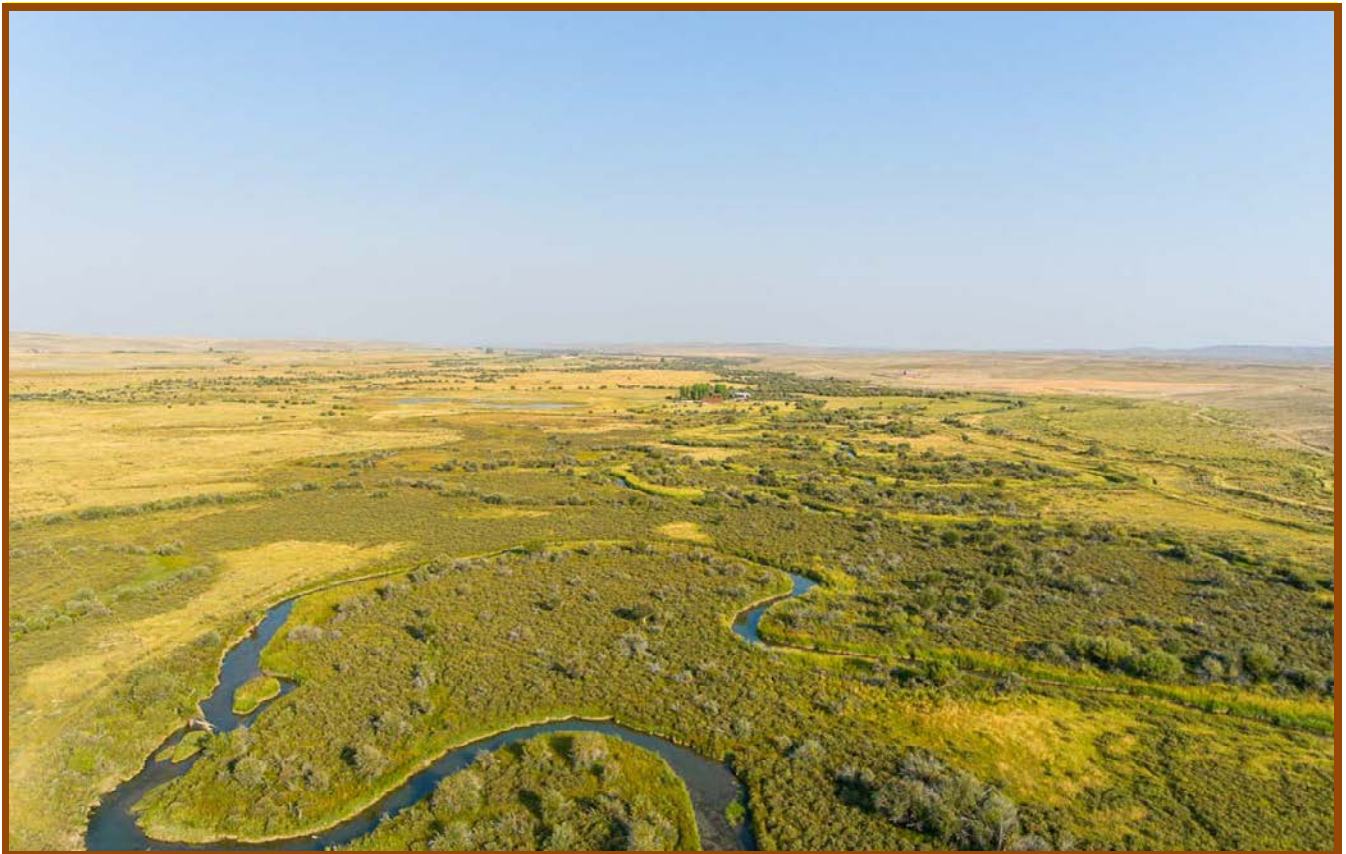
## LOCATION & ACCESS

Rimfire Ranch is located approximately 75 miles southeast of Jackson Hole, Wyoming near the ranching community of Daniel, Wyoming. Rimfire Ranch is 10 minutes south of Daniel, and is flanked by the Wind River Mountain Range to the east and the Wyoming Mountain Range to the west. This spectacular working and recreational ranch sits in the heart of pure ranching country in the Green River Valley.

From Daniel, Wyoming, travel south on US-189 for 8.9 miles. Turn left onto County Road 23-147/Luman Road for .9 miles. The property is in front of you at 108 Luman Road, Daniel, Wyoming.

Several towns and cities in proximity to the property include:

- |   |                     |
|---|---------------------|
| • Pinedale, Wyoming (population 1,895)              | 13 miles east       |
| • Big Piney, Wyoming (population 521)               | 24 miles south      |
| • Jackson, Wyoming (population 10,529)              | 68 miles north      |
| • Rock Springs, Wyoming (population 23,755)         | 115 miles south     |
| • Evanston, Wyoming (population 12,090)             | 146 miles southwest |
| • Salt Lake City, Utah (metro population 1,153,340) | 229 miles southwest |
| • Casper, Wyoming (population 59,324)               | 287 miles east      |



## SIZE & DESCRIPTION

1,120± acres of deeded native range and riparian areas

2,479± acres of deeded irrigated meadows

480± acres State of Wyoming Lease

7,129± BLM grazing permit for 370 AUMs

**11,208± Total Acres**

Managed as a yearling operation for the past 15 years, this 3,599± deeded acre ranch (over 11,208± total acres) has excellent water rights, strategic and well-maintained working corrals, indoor Silencer chute and certified scales, and a very well-appointed owners home and guest house. Additionally, Rimfire Ranch has a nice rustic guest cabin, and a historic log barn located at the headquarters. The ranch manager's home is located approximately two miles from the ranch headquarters.



### LEASE INFORMATION

The Bureau of Land Management lease associated with the Rimfire Ranch consists of a total of 7,129 acres. According to the terms of the BLM lease, the Rimfire Ranch is one of three permittees whose livestock are allowed to graze on the lease annually from May 9<sup>th</sup> to June 8<sup>th</sup>.

BLM leases are renewable every ten years with payments due annually. Rimfire Ranch is allotted 370 AUMs with the cost per AUM set at \$1.87, this equates to a total of \$691.90 for the 2017 BLM lease. There are two other permittees on the allotment. You may contact the Pindale BLM office at 307-367-5385 and ask for Tony Howard for further information. The BLM lease for the ranch is as follows:

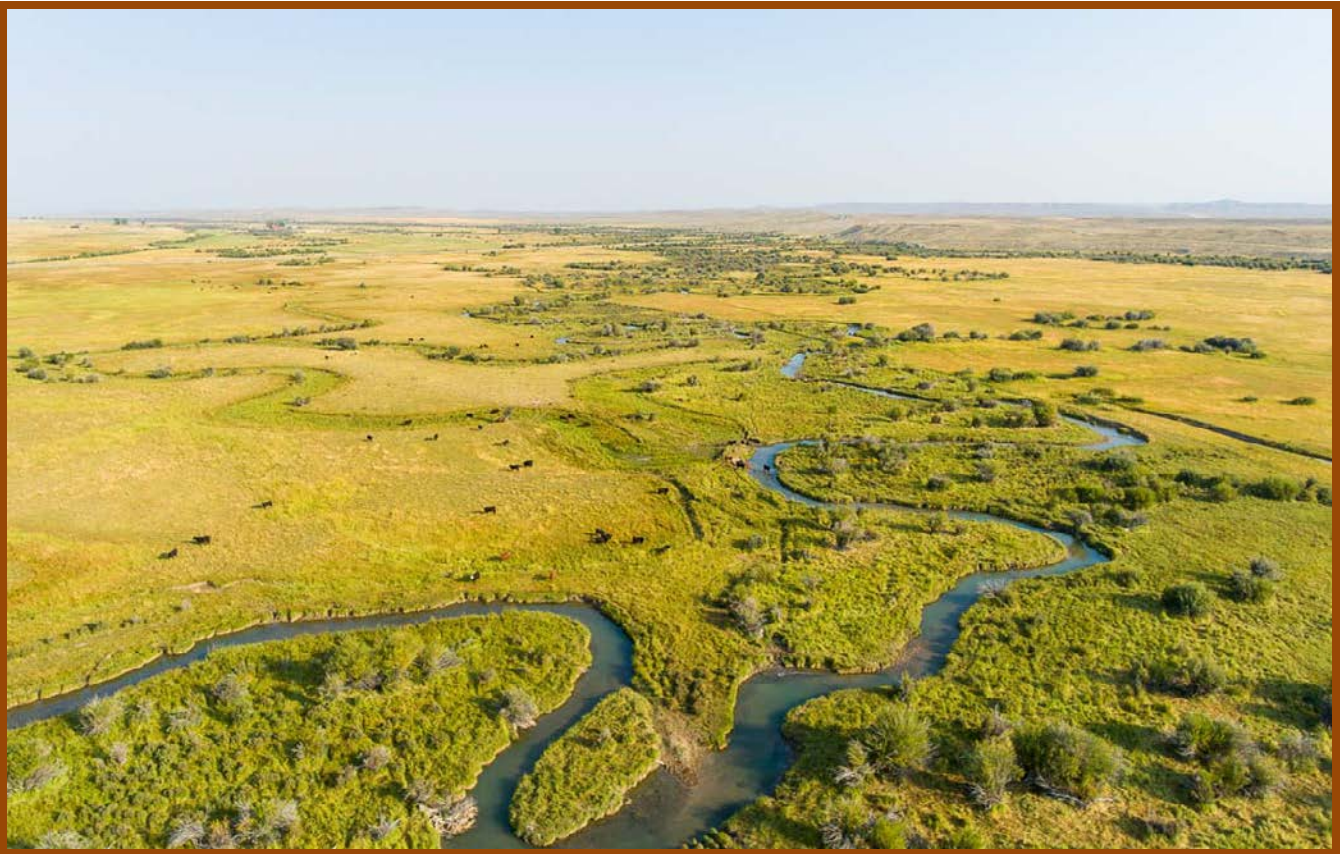
Allotment Name	Allotment Number	Total Acres	Total AUMs	Expiration Date	2017 Costs
Soap Hole Common	WY12119	7,129±	370	Annually June 8th	\$1.87/AUM

The State of Wyoming lease is 480 acres.



## WATER RESOURCES

- Two domestic wells and two stock wells
- Flood irrigation water rights for approximately 2,500 acres from the Cottonwood Creek and territorial water rights from the Green River.
- Livestock water is from live water on the ranch which includes two channels of Cottonwood Creek for nearly seven miles.
- In addition, the ranch has five ponds



## GRASSES

There is available, at your request, a thorough description of the plant species present on the property provided in the Rangeland and Pasture/Hay Inventory Summary based on a field investigation performed during the summer of 2005.

## CARRYING CAPACITY / RANCH OPERATIONS

Rimfire Ranch has been managed as a yearling operation for the past 15 years. The average stocking rate has been 1,000 to 1,400 yearlings depending on the cattle's weight. During the approximate 4 to 5 month grazing season, yearling gain on average 2 lbs. – 2.5 lbs. per day. Prior to being managed as a yearling operation, Rimfire Ranch was a comfortable 350-400 cow / calf operation.

Livestock management is enhanced by an easily accessed and comprehensive set of corrals (including an indoor hydraulic chute and scale), and fenced in pastures and fields for easy rotational grazing. There are 14 pastures. The ranch has maintained excellent grazing records that will be available to potential buyers.

The high mountain summer range on Rimfire Ranch provides for excellent irrigation in the summer for hay, rotational grazing and lush summer pastures. The combination of high mountain springs and summer glacial run-off provide consistent irrigation water in the spring, summer and early fall. Green River water rights provide ample irrigation, even in the very dry years. Rimfire Ranch has some of the highest production conversion rates for yearly grazing weight gain rates on the ranch's high protein native grasses in the lower 48.

Some of the grass species on Rimfire Ranch include: Timothy, a variety of grama and wheat grasses, needle and a variety of native clovers.

With over five miles of the Cottonwood Creek meandering year-around, the meadows are easily irrigated with its early 20<sup>th</sup> century water rights. There are fishing ponds, swan ponds, and rich grounds for hunting; deer, antelope, ducks, geese and moose.



## IMPROVEMENTS

Improvements on the Rimfire Ranch include the following:

- Owner's home is a very comfortable two-story, 3,668 sq. ft. that was built in 1940 and remodeled in 2007.
  - 6 bedrooms, 2 baths, kitchen, dining room, office, living room, family room, master bedroom and bathroom on the main level with heated floor and steam shower.
  - New high-efficiency propane furnace, 2012
- Guest house is 3 bedrooms and 2 baths
- Guest cabin is 1 bedroom and 2 baths
- Ranch manager's home is 3 bedrooms and 2.5 baths
- Working corrals
- Historic Log Barn
- Numerous ranch outbuildings







### UTILITIES

Electricity – Rocky Mountain Power; Main home - \$130-200/monthly  
Gas/Propane – AmeriGas/600 gallons annually  
Communications – Hughes Net Internet, cell coverage is available, Century  
Tell land line  
Water – Private  
Sewer – Private  
Television – Satellite TV

### REAL ESTATE TAXES

According to the Sublette County Assessor's records, the real estate taxes for the Rimfire Ranch are approximately \$16,200 annually. This includes the irrigation assessment and fees.

### MINERAL RIGHTS

Any and all mineral rights associated with the ranch will transfer to the buyer at day of closing.

### CONSERVATION EASEMENT

The current owners have placed several conservation easements on various parts of Rimfire Ranch. These easements are not in conflict with continued ranching operations. For additional information please call the listing broker.

## RECREATION & WILDLIFE

Rimfire Ranch was the 2004 recipient of the Land Owner of the Year Award by the Wyoming Game and Fish in recognition of habitat restoration and stewardship.

Rimfire Ranch is located in the major migration flyway, which allows for excellent opportunity for waterfowl hunting and bird watching. Two channels of Cottonwood Creek run through the ranch and provide nearly seven miles of fly fishing water. In addition, the ranch has five ponds, one of which is historically stocked with Cutthroat and Brown Trout. Cottonwood Creek is home to primarily Brown and Rainbow Trout. There are a high number of riffle-pools providing excellent fish habitat. Many of these pools are five to eight feet deep.

Four of the ponds were constructed for swans. There is a wetlands fenced in area that the owners have named the Bird Sanctuary. The local Audubon Society enjoys visits to this area.

In the surrounding areas of Sublette County, fishing is world class. Mackinaw, Rainbow, Cutthroat, Brown and Brook Trout, Kokanee Salmon, Mountain Whitefish, Graylings, and numerous other species reside in various waters around the county.

From the website, [www.visitpinedale.org](http://www.visitpinedale.org), the mountain town of Pinedale is situated at the heart of a high mountain valley on the west side of the Continental Divide in western Wyoming, southeast of Jackson Hole, Grand Teton National Park, and Yellowstone National Park.

The town is flanked on three sides by mountain ranges; the Wind River Range to the east, the Wyoming Range to the west, and the Gros Ventre Range to the northwest. This valley is 80% public land and has a population density of only two people per square mile. One could argue, that Pinedale is definitively uncrowded.

Two wilderness areas are nestled in Pinedale's mountain ranges - the Bridger Wilderness and the Gros Ventre Wilderness. The Bridger Wilderness boasts the highest mountain in Wyoming, Gannett Peak at 13,804 feet. These wilderness areas, along with the rest of the Bridger Teton National Forest, offer nature at her pristine best - Seek your adventure but remember to tread lightly.

Of the wildlife, deer and antelope outnumber the residents by 10-fold and are seen year-round. Elk, wolves, moose, grizzly bear, black bear, big horn sheep, mountain lion and many other wildlife species call Pinedale's mountains home. Over seven species of trout can be found in the area lakes.

The ranch has a resident herd of moose and the cow moose calve every spring there.

Pinedale is located at an elevation of 7,175 feet above sea level. There are 1,300 lakes around the Pinedale area. Fremont Lake, four miles from Pinedale, is the most commonly used and Wyoming's second largest natural lake.

The region offers many outdoor activities with its close proximity to the Wind River Range. These activities include fishing, hiking, camping, boating, four-wheeling, hunting, skiing/snowboarding, snowmobiling, ice fishing and ice skating. The town hosts the Green River Rendezvous, a reenactment of historic fur trader gatherings in nearby Daniel. During Rendezvous, rodeos take place at the rodeo grounds.



## COMMUNITY AMENITIES

Pinedale, Wyoming is the county seat of Sublette County, Wyoming. The population was 1,895 in 2016. Pinedale is an important hunting and outfitting town and a gateway to the Wind River Mountains. It is also a major gateway to the Jackson Hole area in Wyoming. Pinedale is also near several large natural gas fields, including the Pinedale Anticline and Jonah Field. Attractions include the Museum of the Mountain Man, Green River Rendezvous Days, White Pine Ski Area, and the Town Park System along the Pine Creek Corridor in the middle of town.

The courthouse is located in the center of town. There is a town hall, medical clinic, county library, two weekly newspapers, retirement center, senior citizen's center, recycling center and five parks. Schools include elementary, middle and high school. Recreational facilities include Pinedale Aquatic Center, Rendezvous Meadows Golf Course (9-hole), Sublette County Ice Arena, Wrangler Park (skateboard), White Pine Ski Area and paved walking paths.

The majority of businesses are located along the main street through the town called Pine Street/Highway 191. Pine Creek flows through the middle of town, originating from Fremont Lake, the town's water supply.



## AIRPORT INFORMATION

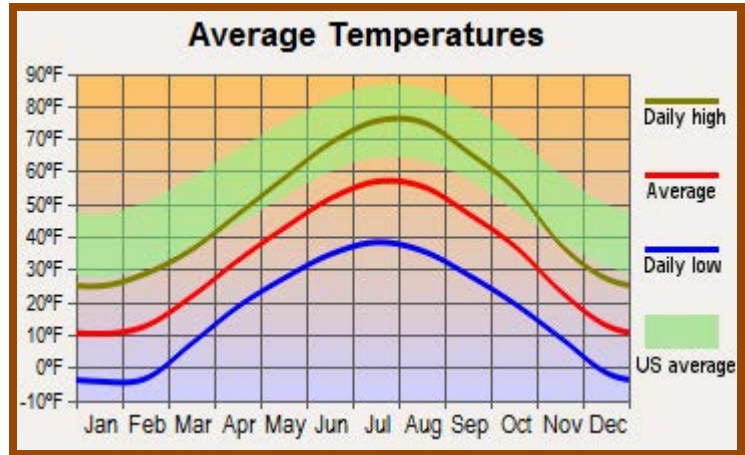
The Pinedale Airport, also known as Ralph Wenz Field, is located approximately 6 miles southeast of Pinedale, Wyoming. It is a general aviation airport used by larger business jet aircraft and smaller single and multi-engine aircraft. The airport is owned by the Town of Pinedale and managed/operated by the Pinedale Airport Board. Ralph Wenz Field has over 20 based aircraft, 19 privately-owned hangars and two hangars owned by the Town of Pinedale. The airport has a full service Fixed Base Operator, Emblem Aviation, providing fueling, maintenance, and hanger facilities to based and transient aircraft. The asphalt runway measures 8,900' x 100'. Additional information is available at <http://www.townofpinedale.us/176/Ralph-Wenz-Airport>.

Commercial airline service is available at Jackson, Wyoming; Rock Springs, Wyoming; Salt Lake City, Utah; and Denver, Colorado. The following is information on each of these airports:

- **Jackson, Wyoming:** The Jackson Hole Airport is serviced by American, Delta, SkyWest and United Airlines seasonally. These airlines provide direct service to Denver, Salt Lake City, Dallas/Ft. Worth, Minneapolis, Chicago, Atlanta, San Francisco, Houston, and Los Angeles. This airport also has charter flights and rental cars available. For more information, please visit <http://www.jacksonholeairport.com>.
- **Rock Springs, Wyoming:** The Rock Springs - Sweetwater County Airport is located 7 miles east of Rock Springs in Sweetwater County, Wyoming. Rock Springs is a town of roughly 20,000 people, while Sweetwater County has a little more than 40,000 people. For more information, please visit <http://www.rockspringsairport.com>.
- **Salt Lake City, Utah:** Salt Lake City International Airport is the hub operation for Delta Air Lines and averages 347 daily departures to 93 nonstop destinations. The SLC Airport is three years into construction of the Airport Redevelopment Program, which will result in a completely new airport by 2024. For more information, visit <https://slcairport.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](http://www.flydenver.com).

## CLIMATE

According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Sublette County, Wyoming area is approximately 10.85 inches including 41.2 inches of snowfall. The average high temperature in January is 27 degrees, while the low is 3 degrees. The average high temperature in July is 78 degrees, while the low is 40 degrees. The charts to the right are courtesy of [www.city-data.com](http://www.city-data.com).

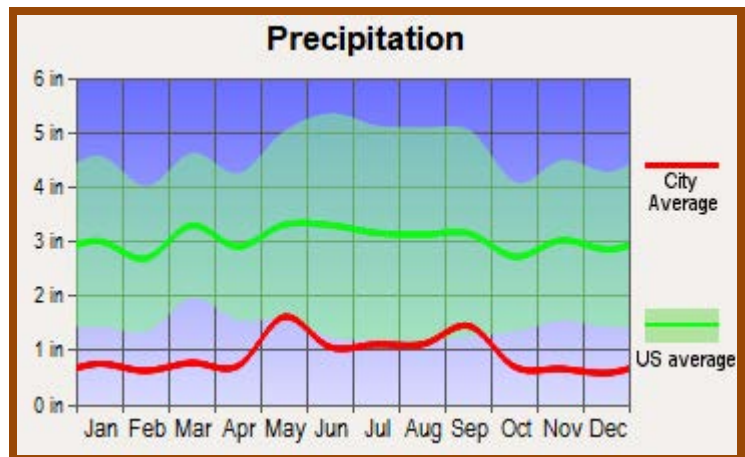


## STATE OF WYOMING

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     | Low retail sales tax    |
| • Low property tax           | No corporate income tax |
| • Favorable inheritance tax  | No gross receipts tax   |
| • Favorable unemployment 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

**\$6,500,000**

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 \$325,000 (Three Hundred Twenty-Five 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.



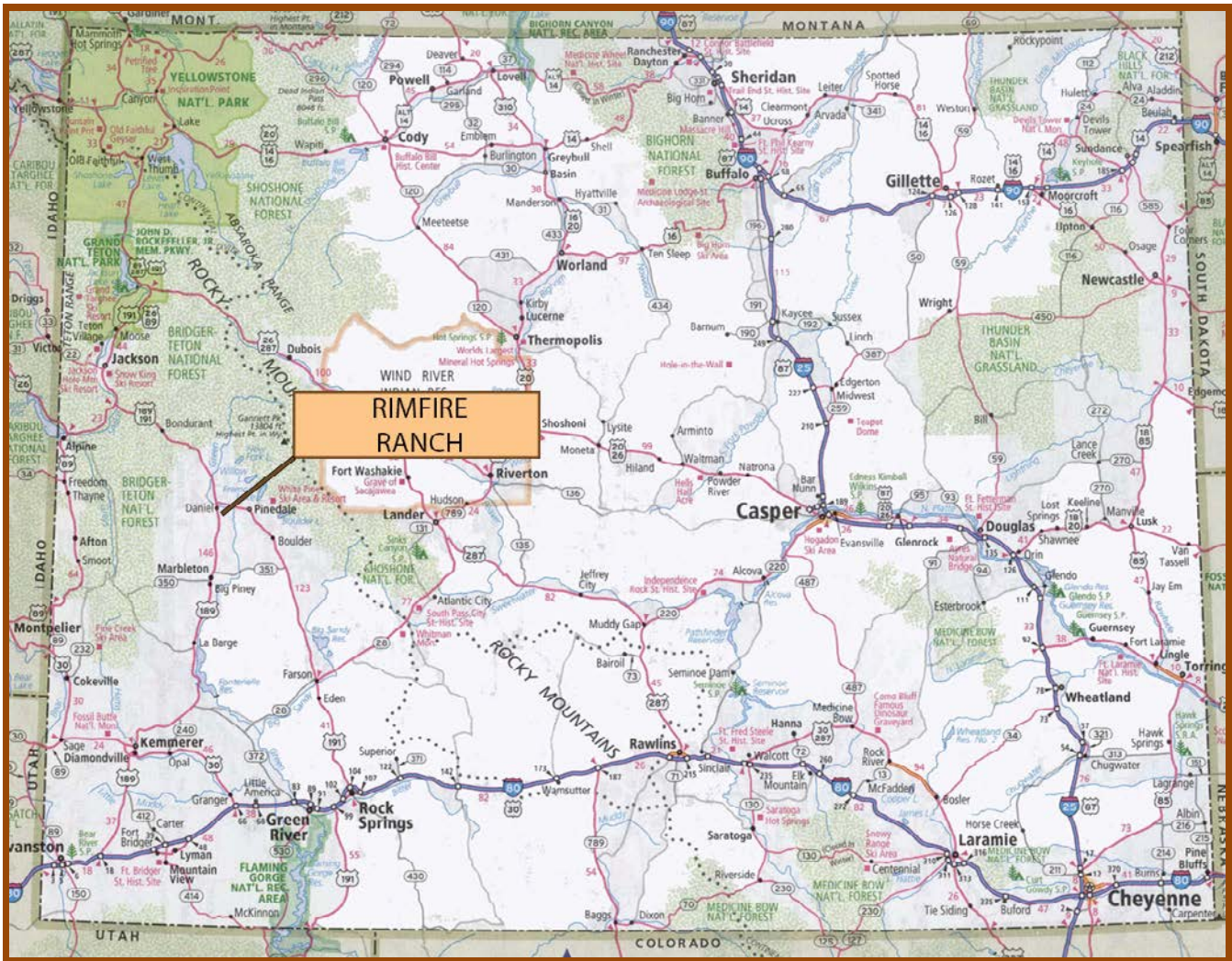
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Clark & Associates Land Brokers, LLC is pleased to have been selected as the Exclusive Agent for the Seller of this outstanding offering. All information has been obtained from sources deemed reliable by Clark & Associates Land Brokers, LLC; however,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

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STATE LOCATION MAP



NOTES

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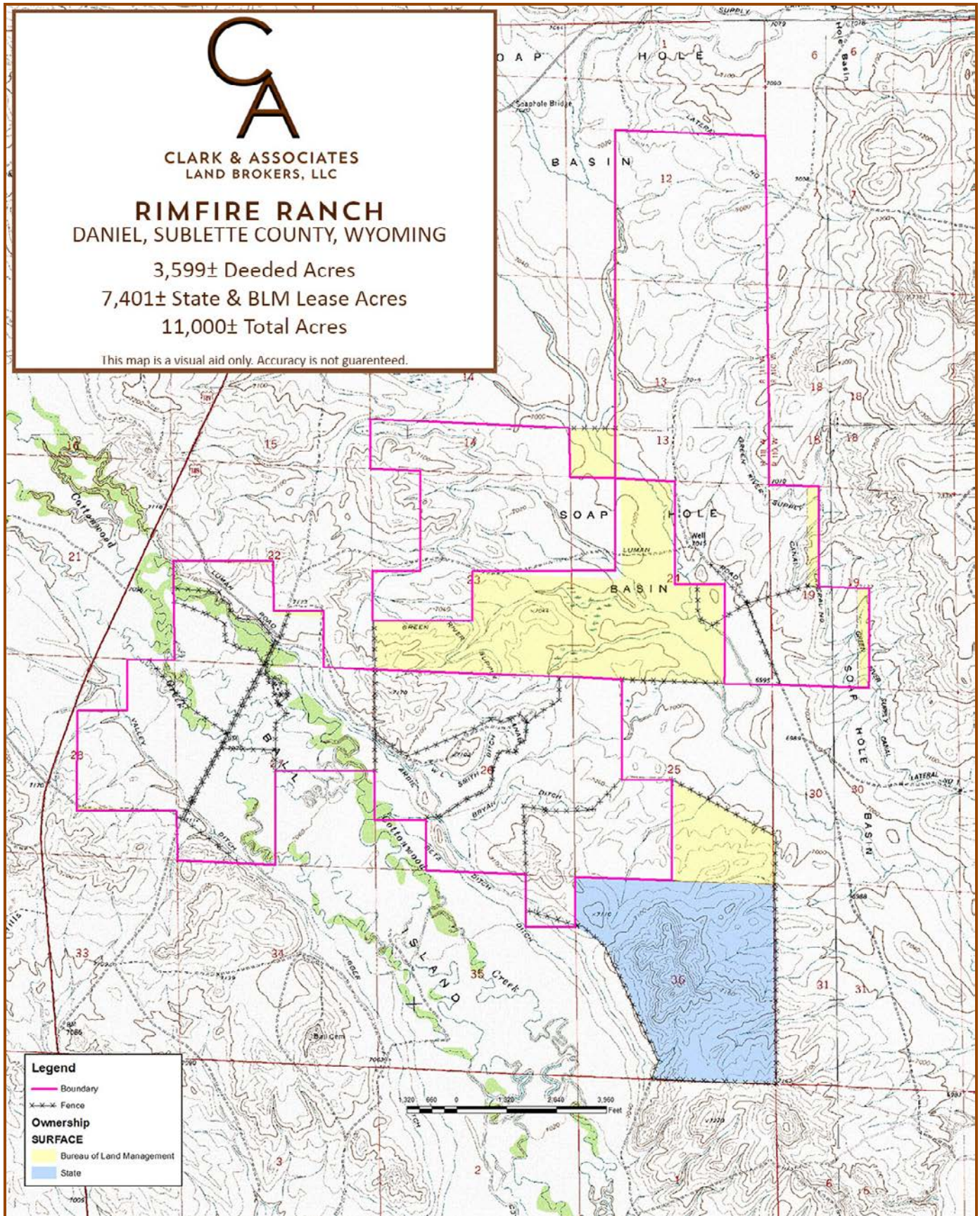
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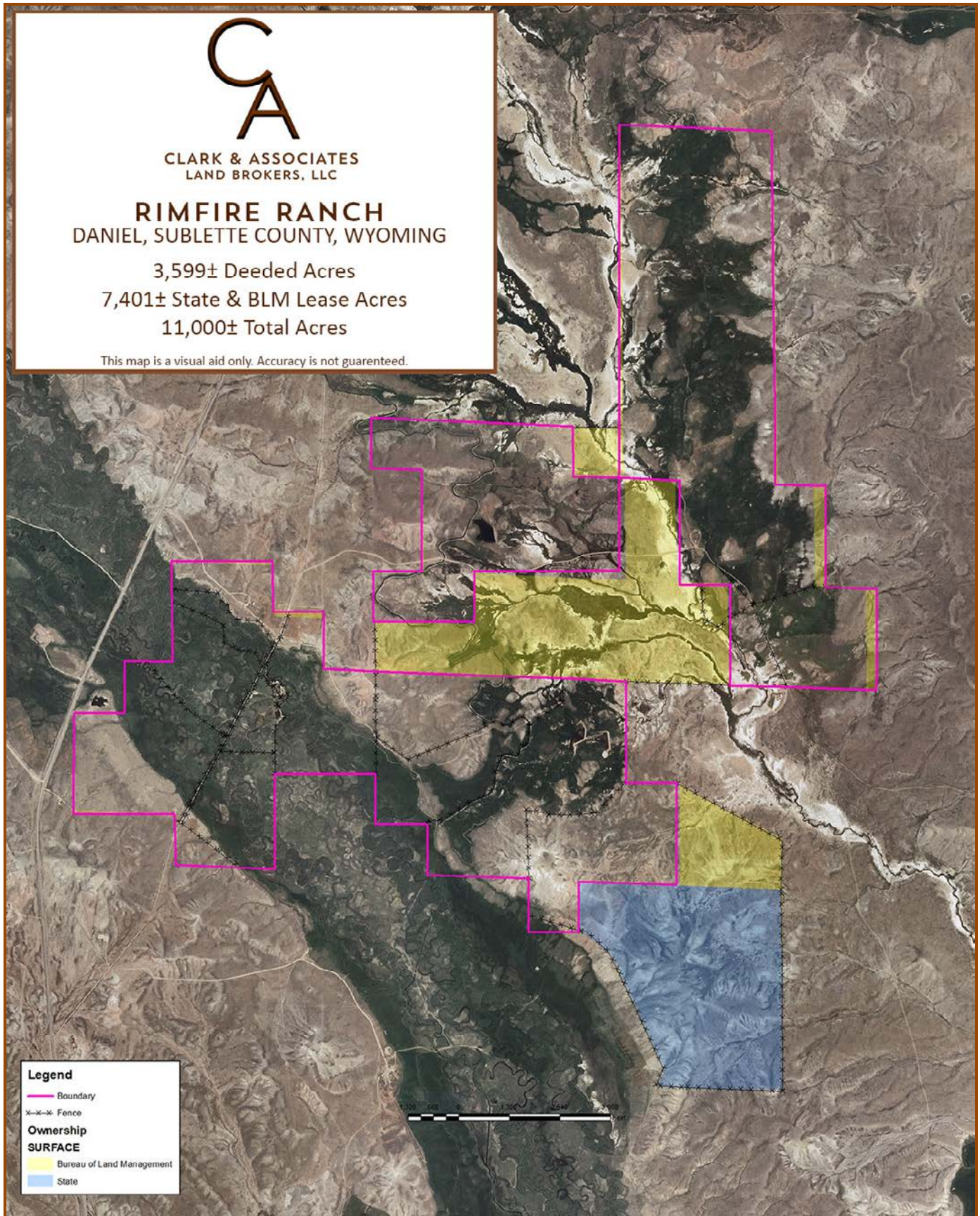
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## RIMFIRE RANCH TOPO MAP



## RIMFIRE RANCH ORTHO MAP



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



**Scott Leach**  
Associate Broker / REALTOR®

Mobile: (307) 331-9095  
Fax: (307) 334-0901

*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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**Lusk, WY Office**

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

**Hulett, WY Office**

16 Strawberry Hill Road • PO Box 159  
Hulett, WY 82720

**Billings & Miles City, MT Offices**

6806 Alexander Road  
Billings, MT 59105

**Buffalo, WY Office**

9 Twin Lakes Lane  
Buffalo, WY 82834

**Belle Fourche, SD Office**

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

**Torrington, WY Office**

2210 Main St  
Torrington, WY 82240

**Douglas, WY Office**

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

**Greybull, WY Office**

3625 Greybull River Road, PO Box 806  
Greybull, WY 82426

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

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

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

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

**Denver Gilbert - Associate Broker / Owner**

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

**Jon Keil - Associate Broker**

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

**Ronald L. Ensz - Associate Broker**

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

**Logan Schliinz - Associate Broker**

(307) 575-5236 ~ logan@clarklandbrokers.com  
Licensed in CO, NE & WY

**Scott Leach - Associate Broker**

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

**Ken Weekes – Sales Associate**

(307) 272-1098 ~ farmview@tct.west  
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 \_\_\_\_\_