

# CLARK & ASSOCIATES LAND BROKERS, LLC

Specializing in Farm, Ranch, Recreational & Auction Properties **Proudly Presents** 



# THE HISER RANCH Lingle, Goshen County, Wyoming

Located in southeastern Wyoming, the Hiser Ranch offers an abundance of natural protection and grass for grazing livestock as well as a good supply of water.

#### LOCATION AND ACCESS

The Hiser Ranch is located in the northern portion of Goshen County in southeastern Wyoming. The ranch is easily accessed by traveling north from Lingle, Wyoming on US Highway 85 for approximately 21 miles, then west on Waggoner Road, a well-maintained graveled county road, for approximately seven miles. Cattle can be readily marketed and transported to facilities in eastern Wyoming, northern Colorado, Nebraska, South Dakota, and Kansas. Torrington, Wyoming, which is 36 miles southeast of the ranch, has one of the nation's largest livestock terminals.

Towns and cities in a three-state area which are in close proximity to and easily accessible from the farm are:

Lingle, Wyoming (pop. 510)

Lusk, Wyoming (pop. 1,447)

Torrington, Wyoming (pop. 5,651)

Scottsbluff, Nebraska (pop. 14,732)

Cheyenne, Wyoming (pop. 53,011)

Casper, Wyoming (pop. 49,644)

Denver, Colorado (pop. 701,621)

28 miles south

32 miles north

38 miles southeast

128 miles south

128 miles south

227 miles south



#### SIZE & DESCRIPTION

## 5,840.69± Deeded Acres 640± Acres State of Wyoming Lease

# **6,480.69± TOTAL ACRES**

The Hiser Ranch located at the beginning of the farming area known as the "Valley" which follows the North Platte River from Fort Laramie, Wyoming into the western Nebraska Panhandle region.

This area is also well-known for heavily-sodded grass pastures perfect for livestock grazing. The terrain consists of hills and gently rolling rangeland. There is an abundance of natural livestock protection along the draws, ravines and hills. Grasses found on the ranch consist of black root, sand grasses, and gramma. The Hiser Ranch also features breathtaking views of the Rawhide Buttes and Haystack Mountain as well as three miles of seasonal live water from Red Cloud Creek that flows through the ranch.

Sixteen wells are located throughout the ranch and provide a very reliable source of stock water. The windmill wells range from 40 feet to 150 feet deep. There are two wells with submersible pumps located at the ranch headquarters that provide good drinking water for the improvements and supply three underground pipelines that travel throughout the ranch to stock tanks with float systems. There is also a 20,000 gallon water storage tank located on the ranch.

The ranch is fenced into 11 separate pastures. The exterior and the majority of the interior fences are four to five strands of barb wire. The ranch is six miles long, north to south, and from one to three miles in width.

The elevation of the ranch ranges between 4,460 and 4,700 feet above sea level, and this area is known for its mild year-round weather and a generous growing season.



Beautiful views of the Rawhide Buttes.

#### LEASE INFORMATION

Upon approval of the Wyoming Office of State Lands and Investments, the State of Wyoming grazing lease will transfer to the buyers at closing. Lease No. 1-8260 consists of 640± acres rated at a total of 238 animal units for twelve months. 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 2018, the cost per AUM is \$6.38 which equates to approximately \$1,518.44. For more information, contact the Wyoming Office of State Lands and Investments for further information at (307) 777-7333.



## **CARRYING CAPACITY**

The carrying capacity of the Hiser Ranch is owner-rated at 300 cow/calf pairs year-round, or 22 acres per animal unit, with supplemental feed during the winter months.

NOTE: Carrying capacity can vary due to weather conditions and management practices.

Interested parties should conduct their own analysis.

#### MINERAL RIGHTS

All mineral rights owned, if any, will be transferred to buyer at day of closing.

#### SOILS

Soils found throughout the Hiser Ranch are primarily sandy/sandy clay loams.

#### WATER

Red Cloud Creek, a seasonal creek, traverses through the ranch for approximately three miles. There are 16 water tanks strategically located throughout the ranch so livestock do not have to travel far for water. There is also a 20,000 gallon supply tank to store water located on the ranch along with three underground pipelines, constructed of 1-1/2" PVC pipe, with a tank at the end of each of the pipelines.

Upon request, Clark & Associates Land Brokers, LLC will provide any prospective buyer a Wyoming State Engineer's ground and surface water rights search that was completed on the Hiser Ranch. The following information on the wells on the ranch is courtesy of the State Engineer's Office:

Permit No.	Name of Well	Location	Use	GPM	Priority
UW 12125	New Mill on Iron Gate #1	SWSW, Sec. 17, T28N, R63W	Stk	10	01/06/1972
UW 12127	Cads 160 Well No. 1	NESE, Sec. 1, T28N, R64W	Stk	5-10	03/21/1916
UW 12130	Iron Gate West #1	SWSE, Sec. 18, T28N, R63W	Stk	5-10	03/21/1916
UW 12131	Foote House Well #1	SWNW, Sec. 19, T28N, R63W	Dom/Stk	20	03/21/1914
UW 12132	Dens Born #1	NENE, Sec. 6, T27N, R63W	Stk	5-10	03/21/1925
UW 12134	Lively Oil Well #1	NESW, Sec. 33, T28N, R63W	Stk	3	06/21/1958
UW 12135	Lively Water Well #1	SWNW, Sec 33, T28N, R63W	Stk	5-10	08/10/1948
UW 144636	Lively No. 3	NWNW, Sec. 33, T28N, R63W	Stk	20	02/03/1988



#### **IMPROVEMENTS**

The improvements at the Hiser Ranch consist of a three bedroom, two bath, 1,860 sq. ft. residence with two-car detached garage, three barns, and a couple sets of corrals. There are also several outbuildings including five loafing sheds, three cattle sheds, six tool sheds, three grain bins, lean-tos, a sun shelter, and potato storage shed. Natural gas, provided by Black Hills Energy is supplied to the residence and is also available at the old homestead located in the northwest corner of the ranch. Two wells with submersible pumps provide good drinking water to the improvements.







# **UTILITIES**

Electricity – Wyrulec, Lingle, Wyoming Sewer – Septic Tanks Communications - CenturyLink Gas – Black Hills Energy Water – Private Wells

#### RECREATIONAL RESOURCES

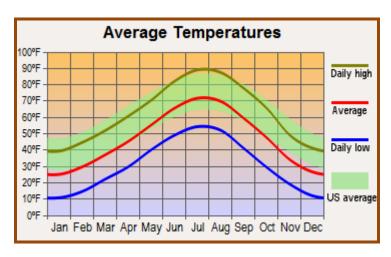
The topography of the Hiser Ranch provides excellent habitat for several species of wildlife including mule deer, whitetail deer, antelope, upland birds, turkeys, and coyotes.

# **REAL ESTATE TAXES**

According to the Goshen County Assessor, the annual real estate taxes are approximately \$5,044.

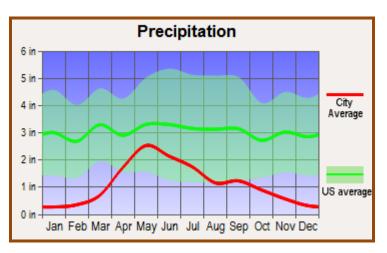
#### **CLIMATE**

According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Lingle, Wyoming area approximately 13.1 inches including 38.4 inches of snow fall. The average high temperature in January is 41 degrees, while the low is 13 degrees. The average high temperature in July is 90 degrees, while the low is 55 degrees. The charts to the right are courtesy of www.citydata.com.



#### STATE OF WYOMING

Wyoming is a state that offers an activities, incredible diversity of geography, climate, and history. The Wyoming Territory was established in 1868 and Wyoming became the 44th state in 1890. The state is the tenth largest by area, but it is one of the least densely populated. The topography consists of the High Plains in the east and mountain ranges of the Rocky Mountains in the western two thirds.



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.

#### **AIRPORT INFORMATION**

he Torrington Municipal Airport, elevation 4,250 feet above sea level, is located two miles east of Torrington and offers the following services:

- Aviation fuel: 100LL Avgas and Jet A (full service)
- Aircraft parking (ramp or tie down)
- Hangars
- Flight training

- Aircraft Rental
- Aircraft Maintenance
- Pilot Supplies
- Courtesy Transportation to pilots

Runway information for the Torrington Municipal Airport:

Runway 2 right traffic pattern

Runway 02/20: 3000x 60 feet Asphalt Surface Runway 10/28: 5701 x 75 feet Asphalt Surface

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

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

Scottsbluff, Nebraska: Great Lakes Airlines provides flights to and from Denver, Colorado from the Western Nebraska Regional Airport. Valley Airways, fixed base operator for the airport, provides charter flights, in-transit charter refueling, airplane maintenance and repair and flight training. For more information, please visit http://www.flyscottsbluff.com. Complete aeronautical information for the Western Nebraska Regional Airport can found be at http://www.airnav.com/airport/KBFF.

**Cheyenne, Wyoming:** Great Lakes Airlines operates flights daily from Cheyenne to Denver International Airport. From there they fly to many cities throughout the west and the airline also has code sharing with United Airlines and Frontier Airlines to connect you with flights around the world. Cheyenne aeronautical information can be found at <a href="http://www.cheyenneairport.com/pilotinfo.htm">http://www.cheyenneairport.com/pilotinfo.htm</a>.

**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: <a href="http://www.flydenver.com/">http://www.flydenver.com/</a>.

#### **COMMUNITY AMENITIES**

**Lingle, Wyoming**, population 510, located in the middle of Goshen County in southeastern Wyoming, is situated among rich farm land along the North Platte River. Sitting along the Oregon Trail, western history is at its best in Lingle and the surrounding areas. Several historical sites including the Grattan Massacre Site, Western Plains Historic Preservation Center, and Fort Laramie are easily accessible from Lingle. Community amenities include a K-12 public school system, restaurants, bank, post office, retail stores and a farm/implement dealership. School age children, kindergarten through eighth grade, who reside at the Hiser Ranch, could attend public school in either Fort Laramie or Lingle, while high school age children would attend school in Lingle. Lingle is close enough to larger towns and cities for a family to enjoy country living with easy access to schools, shopping, and other city conveniences.

**Torrington, Wyoming**, population 5,651, is the county seat of Goshen County and is within thirty minutes of the property. Torrington offers medical facilities, a K-12 school system, Eastern Wyoming Community College, a movie theater, restaurants, several banks and retail stores, golf course, two sale barns, and farm implement dealerships.

**Scottsbluff, Nebraska**, population 14,732, is approximately an hour from Hiser Ranch, and also offers medical facilities, a good school system, Western Nebraska Community College, theaters, restaurants, several banks and retail stores, a shopping mall, golf course, and the Western Nebraska Regional Airport. For additional information regarding Scottsbluff and the surrounding area, visit www.city-data.com/Scottsbluff-Nebraska.htm.

There are several colleges and universities with over 2,000 student enrollment in a four-state area:

Chadron State College, Chadron, Nebraska	126 miles
University of Wyoming, Laramie, Wyoming	127 miles
University of Northern Colorado, Greeley, Colorado	147 miles
Aims Community College, Greeley, Colorado	147 miles
Colorado State University, Fort Collins, Colorado	137 miles
Casper College, Casper, Wyoming	134 miles
South Dakota School of Mines, Rapid City, South Dakota	196 miles

The website, http://www.isu.edu/~trinmich/FtLaramie.html, states the following about the historic site of Fort Laramie located just 20 miles south of the Hiser Ranch:

This military post was a welcome site for the pioneers--the first sign of civilization in six weeks. It was a unique respite from the endless wilderness.

Ft. Laramie marked the gateway to the Rocky Mountains. The emigrants were now one-third of the way to the Willamette. Here, they rested and regrouped. Some would give up the dream, turn around and go home. But most made the decision to push ahead.

The fort had humble beginnings. In 1834, fur trader William Sublette built a wooden fortification here and called it Ft. William. There was no emigrant traffic then--Sublette's goal was trade with the local tribes. He offered alcohol and tobacco in return for buffalo robes.

The fort was soon sold to the American Fur Company, and they rebuilt it as an adobe structure in 1841. The fur trade was in decline by then and fur traders would be gone from Ft. Laramie by 1849, when the army bought them out and embarked on a major expansion. Their charge: protect the emigrants from the increasingly hostile Sioux.

#### **OFFERING PRICE**

# \$3,568,414

The Seller shall require an all cash sale. The Seller reserves the right to effectuate a tax-deferred real estate exchange for all or part of the sales price, pursuant to Section 1031 of the Internal Revenue Code and the Treasury Regulations promulgated thereunder with no liability or expense to be incurred by the Buyer (in connection with the Seller's tax-deferred exchange). Should a Buyer also desire to use an exchange in order to acquire the ranch, the Seller will cooperate as long as they do not risk incurring any additional liability or expense.

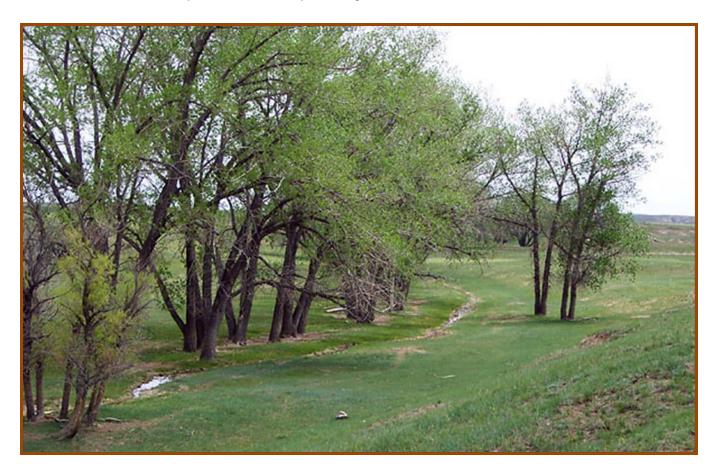


# **CONDITIONS OF SALE**

- I. All offers shall be:
  - A. in writing;
  - B. accompanied by an earnest money deposit check in the minimum amount of \$175,000 (One Hundred Seventy-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

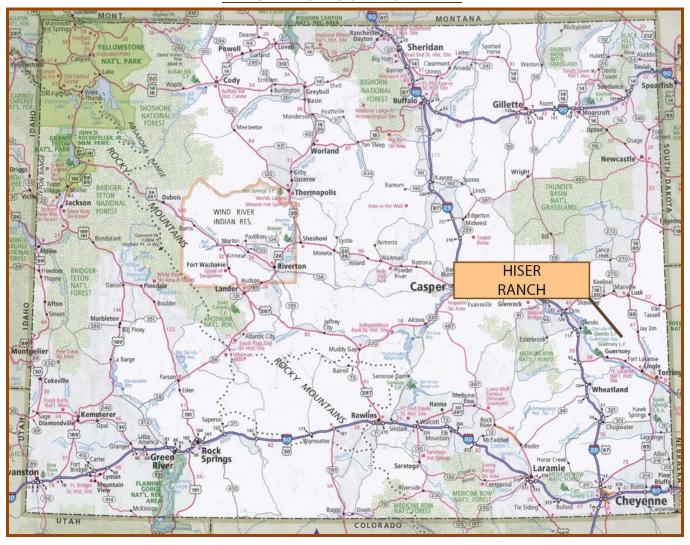
The seller is making known to all potential purchasers that there may be variations between the deeded property lines and the location of the existing fence boundary lines on the subject property. Seller makes no warranties with regard to location of the fence lines in relationship to the deeded property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



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.

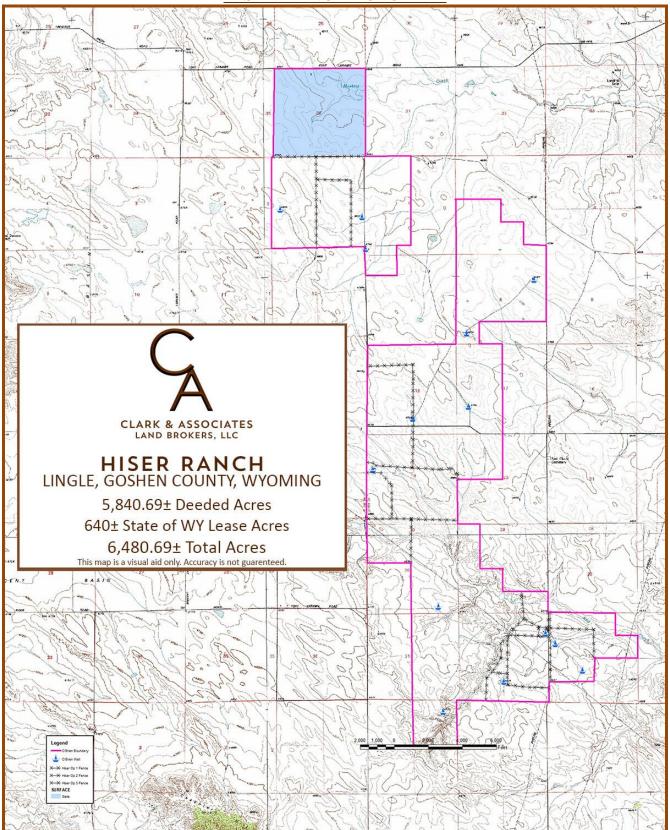
Notice to Buyers: Wyoming Real Estate Law requires that the listing Broker and all licensees with the listing Broker make a full disclosure, in all real estate transactions, of whom they are agents and represent in that transaction. All prospective buyers must read, review and sign a Real Estate Brokerage Disclosure form prior to any showings. Clark & Associates Land Brokers, LLC with its sales staff is an agent of the seller in this listing.

# WYOMING LOCATION MAP

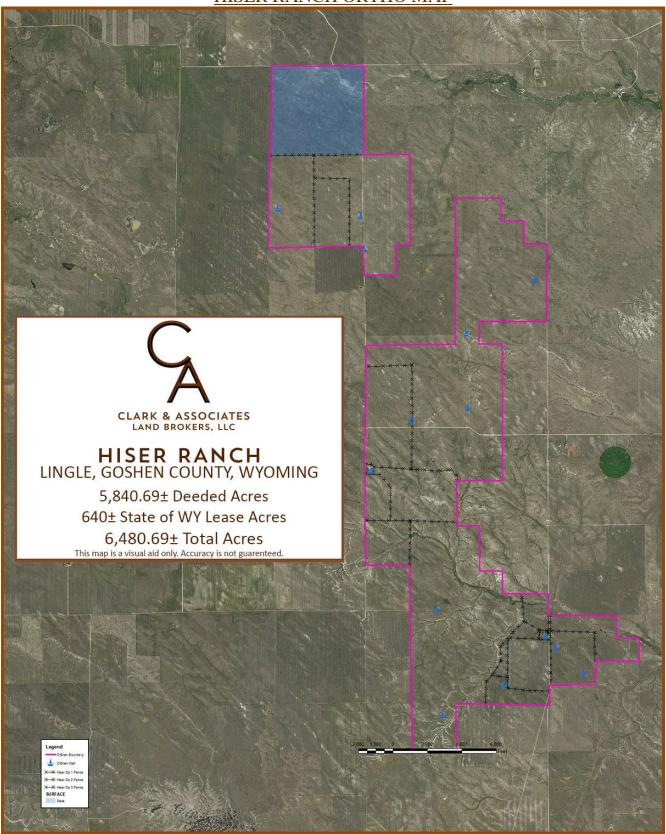


# **NOTES**

# HISER RANCH TOPO MAP



# **HISER RANCH ORTHO MAP**



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



Scott Leach
Associate Broker

Mobile: (307) 331-9095

scott@clarklandbrokers.com

Licensed in WY, NE, & SD



# Cory Clark Broker / Owner

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

clark@clarklandbrokers.com

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

# Clark & Associates Land Brokers, LLC

Specializing in Farm, Ranch, Recreational & Auction Properties

#### Lusk, WY Office

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

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

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

#### Dean Nelson - Sales Associate

(307) 340-1114 ~ dean@clarklandbrokers.com Licensed in WY & NE

#### Kaycee, WY Office

210 Center Street, Suite 110 Kaycee, WY 82639

#### 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

#### **Buffalo, WY Office**

9 Twin Lakes Lane Buffalo, WY 82834

#### Jon Keil - Associate Broker

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

#### Belle Fourche, SD Office

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

#### Ronald L. Ensz - Associate Broker

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

#### **Torrington, WY Office**

2210 Main St Torrington, WY 82240

#### Logan Schliinz - Associate Broker

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

#### Douglas, WY Office

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

#### **Scott Leach - Associate Broker**

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

#### Greybull, WY Office

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

#### Ken Weekes - Sales Associate

(307) 272-1098 ~ kenrweekes@gmail.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.

#### **<u>Customer.</u>** (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. 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.

<u>Designated Agent.</u> (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.  $\S$  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 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 est law. It is set by each Broker individua Broker.			
On, Disclosure and have kept a copy for our rec	I provided (Seller) (Buyer) wi	th a copy of this Real Estate	Brokerage
Brokerage Company			
Clark & Associates Land Brokers PO Box 47 Lusk, WY 82225 Phone: 307-334-2025 Fax: 307-3	334-0901		
I/We have been given a copy and, (time)			
SELLER	DATE	TIME	
BUYER	DATE	TIME	