



**CLARK & ASSOCIATES  
LAND BROKERS, LLC**

Specializing in Farm, Ranch, Recreational & Auction Properties

*Proudly Presents*



***SHEPARD FARM & FEEDLOT***

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

*The Shepard Farm & Feedlot is an all-inclusive 6,000 head feedlot, four pivots, custom home and improvements on 545.76± deeded acres.*

## LOCATION & ACCESS

The Shepard Farm & Feedlot is located in Platte County approximately three miles northeast of Wheatland, Wyoming and is easily accessible from Interstate 25 which runs north and south through Wyoming and US Highway 26 which runs east and west. These roads provide access to the Torrington Livestock Market, Colorado meat packers, and much of the producer clientele who are all within reasonable trucking distances. To access the feedlot from Wheatland, travel north on Front Street for 1.5 miles, turn right onto Drake Street for 1.0 mile. The headquarters are located on your left at 79 Drake Road. There is good year-round access on a paved county road. Several towns and cities in proximity to the property include:

Wheatland, Wyoming (population 3,627)	3 miles southwest
Torrington, Wyoming (population 6,501)	50 miles east
Douglas, Wyoming (population 6,350)	61 miles north
Cheyenne, Wyoming (population 59,466)	74 miles south
Scottsbluff, Nebraska (population 15,039)	90 miles east
Casper, Wyoming (population 57,814)	111 miles northwest
Greeley, Colorado (population 105,448)	129 miles south
Denver, Colorado (population 701,621)	175 miles south
Ogallala, Nebraska (population 4,538)	231 miles southeast

Platte County is located in a Federal Opportunity Zone and may be eligible for preferential tax treatment.





## SIZE & DESCRIPTION

**545.76± deeded acres**

The terrain of the Shepard Farm & Feedlot consists of gentle sloping hills. The elevation on the property varies between 4,640 and 4,700 feet.

The Shepard Farm & Feedlot consists of two parcels; 396.47 acres are contiguous on Drake Road and features two homes, feedlot, 2 ½ pivots and improvements, and the other 149.294 acres sits 2 miles south Cole Road and features one full pivot.



## WATER RESOURCES

Name	Use	Permit	GPM	Depth	Static	Acres
Bunker #2	Irrigation	34823	800 GPM	614' deep	90' static	215.8
ENL Bunker #2	Add on to above	75700	250 GPM			
Bill #1	Domestic/Stock	78609	25 GPM	260' deep	97' static	
4 S #1	Domestic/Stock	78608	23 GPM	260' deep	86' static	
4 S #2	Domestic/Stock	83625	23 GPM	220' deep	65' static	
4 S #4	Domestic/Stock	186046	25 GPM	300' deep	37' static	
Lagoon	Storage #1	14249		19.6' deep		152.8 af
Lagoon	Storage #2	14248		18.4' deep		156.8 af

- Surface Water from the two reservoir storage ponds that total 309.6 acre feet. Reservoir water is classified by the DEQ as Class 2B in the Surface Water Quality Standards. Water is permitted for agriculture, fisheries, other aquatic life, fish consumption, industry, recreation, wildlife, and scenic value.
- Wheatland Irrigation District
  1. North parcel (2½ pivots, two reservoirs) at 79 Drake Road, 370.37 acre feet
  2. South parcel (one pivot) on Cole Road 138.41 acre feet

The 2019 irrigation fees were \$8,802.26.





## CATTLE OPERATIONS

The cattle facilities on the Shepard Farm & Feedlot include 27 pens, 5,688 linear feet of bunk with 8' aprons, cedar tree row wind breaks, and four-strand barb wire perimeter fencing with steel posts. There are three sets of pens. The lower/north feedlot is steel pipe, steel posts, steel rub rail and wood windbreak. The steel feedlot is all steel construction and rated for 2,500 head. The house feedlot is rated for 800 head and is constructed of all steel. Each feedlot has a loading chute with a hydraulic chute and is setup for processing. Moving cattle within the feedlot is convenient due to auto-gates and cattle lanes. The yards are clean, stout and slip proof with excellent lighting throughout for night deliveries or early morning transport. The yard is complete with a certified Powell truck scale and portable scales. The feedlot is currently rated for 6,000 head and could easily be increased to a 10,000 head facility.

Fresh, clean water is provided throughout the feedlot pens by heated, continuous water flow. All the water lines are insulated and regularly maintained. To avoid any water suspension to the pens or the residences, the water lines and valve system are engineered in a manner that alleviates any water supply interruption. Water lines for the pens are easily accessed in the drovers' alleys.

Additional cattle facilities include a calving barn and show barn. The 30' x 100' calving barn includes a heated 12' x 20' calving parlor and stalls, and a recent 30' x 40' addition with an overhead door. The 104' x 52' show barn is located west of the main residence. The show barn has heating and cooling, eight indoor pipe panel stalls, five with outdoor paddocks, a washroom with hot and cold water, and a cool room.



## IRRIGATION

There are four low-pressure, center pivots located on the Shepard Farm & Feedlot. All are supplied water by electric pumps. The three pivots on the north parcel (Drake Road) include a Valley half-pivot on the north, a T-L pivot on the east side, and a Reinke pivot on the west side. A full Reinke pivot is located on the south parcel (Cole Road). All irrigation water on the property is conveyed underground through 10" PVC pipeline. All the underground pipelines and well lines have been diagramed for valve location and maintenance.

The slope and drainage of the farm ground is engineered to recycle water back onto the fields to minimize water wastage and optimize nitrate retention. This underground recirculating system also allows for maximum use of tillable farm ground.

Historically the farm has been planted with corn, sorghum, alfalfa, and native grass. Currently there are 25 acres of Tridicalla hay and the balance of the pivots will be planted to corn in spring of 2020. The productive soil in Platte County provided a consistent supply of high-quality commodities.





## IMPROVEMENTS

The improvements on the Shepard Farm & Feedlot include the following:

- 2,351 sq. ft. ranch-style home with a 748 sq. ft. finished basement. The main residence on the farm has received recent remodeling and updating including a 600 sq. ft. master bedroom suite addition with a private patio. The round, open living room, kitchen and dining area features a fireplace, stunning wood ceiling with beams, and pendant lighting. The custom kitchen has all burlwood counter tops, oak cabinets and large breakfast bar. There are also three additional bedrooms, three bathrooms, two laundry rooms, an office, a trophy room, and the original finished farmhouse basement. The home has a large front and westside yards with a large patio and mature pine, evergreen and cottonwood trees.
- Older two-bedroom, one bath home
- Farm office, 216 sq. ft., built in 1924
- Mechanic shop, 60' x 160' with partial concrete floor and a restroom
- Quonset shop, 60' x 90', easily accommodate several pieces of machinery
- Barn, 880 sq. ft., built in 1945
- Equipment shed, 880 sq. ft., built in 1945
- Pole barn/cattle shed, 684 sq. ft., built in 1960
- Pole barn/equipment shed, 4160 sq. ft., built in 1988
- Pole barn/equipment shed, 1885 sq. ft., built in 1989
- Hay shed, 1,984 sq. ft., built in 2008
- Pole barn/equipment shop, 7,150 sq. ft., built in 1989
- Hay shed, 651 sq. ft., built in 2008
- Hay shed, 640 sq. ft., built in 2008











Below is a list of utilities available in the area:

Cell Phone – Cell coverage is available with multiple carriers

Water – Three domestic/stock wells and one irrigation well

Septic – Private septic

Electric – Wheatland REA (307) 322-2125

Propane – Frenchman Valley Coop (307) 322-2988

Natural Gas – Black Hills Energy (800) 563-0012

Other services:

Wheatland Irrigation District (307) 322-2740

NRCS Field Office (307) 322-9060

FSA Platte County (307) 322-4050

Wyoming DEQ (307) 777-7937

Wyoming Livestock Board (307) 777-7515

Wyoming State Engineers Office (307) 777-7354

### REAL ESTATE TAXES

According to the Platte County Assessor's records, the real estate taxes for the property are approximately \$8,114 annually.

### MINERAL RIGHTS

All mineral rights, if any, will be retained by the Seller. There is no oil, gas, or other mineral production on the property.

## RECREATION & WILDLIFE

This property offers excellent Greater Canadian Goose hunting. Please see the Wyoming Game and Fish web-site at <https://wgfd.wyo.gov/> for more specific dates and hunting regulations

Glendo State Park is one of southern Wyoming's most popular boating parks, offering visitors waterskiing, fishing, sailing, and other water-based activities. 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.

Hunting, hiking, camping, and four-wheeling trips can be found in the Laramie Mountains to the west. Laramie Peak, west of Wheatland, is the highest point in the Laramie Mountains with an elevation of 10,272 feet. The peak offers a steep 4.8-mile trail to the top that is open to ATVs, horses, and hikers.

## 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.

**Torrington, Wyoming:** Population is 5,631 the county seat of Goshen County, and is within one hour of the property. Torrington offers medical facilities, a K-12 school system, Eastern Wyoming Community College, theater, restaurants, several banks and retail stores, golf course, two sale barns, and farm and implements dealerships. Torrington Livestock Market is the Wyoming's largest livestock market offering cattle for sale daily by several marketing options.







## AIRPORT INFORMATION

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 Laramie and Cheyenne, 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/>.

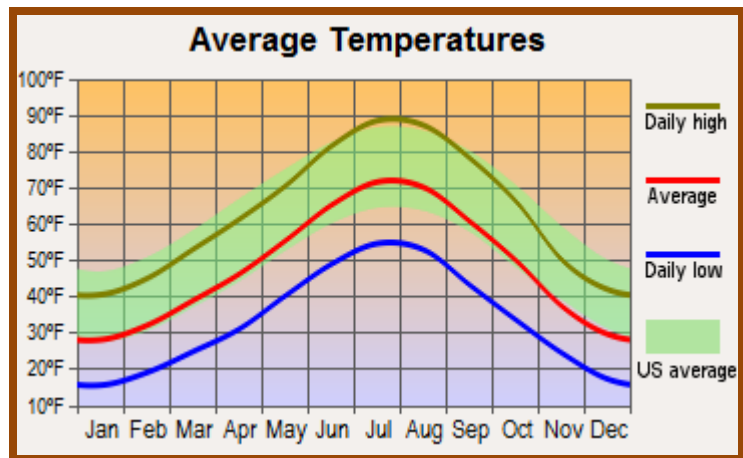
**Denver, Colorado:** Denver International Airport is open 24-hours-a-day, seven days a week and is served by most major airlines and select charters, providing nonstop daily service to more than 130 national and international destinations. For more information, visit the official website for Denver 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 Wheatland, Wyoming area is approximately 15.95 inches including 68.4 inches of snowfall. The average high temperature in January is 36 degrees, while the low is 13 degrees. The average high temperature in July is 83 degrees, while the low is 52 degrees. The charts to the right are courtesy of [www.city-data.com](http://www.city-data.com).

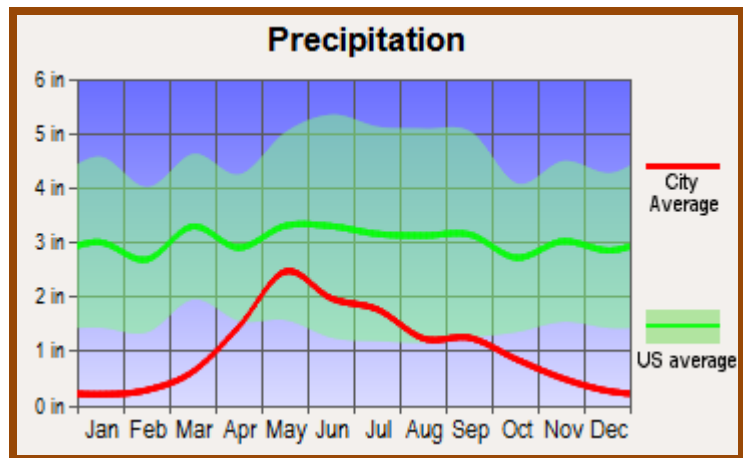


## STATE OF WYOMING

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 ten in the entire United States for educational performance. There is no state income tax, and Wyoming offers an extremely favorable tax climate:

- No personal income tax
- No corporate income tax
- No gross receipts tax
- No inventory tax
- Low retail sales tax
- Low property tax
- Favorable inheritance tax
- Favorable unemployment tax



According to Michael B. Sauter, Alexander E. M. Hess, Samuel Weigley, and Ashley C. Allen of 24/7 Wall Street, Wyoming is a model of good management and a prospering population. The state is particularly efficient at managing its debt, owing the equivalent of just 20.4% of annual revenue in fiscal 2010. Wyoming also has a tax structure that, according to the Tax Foundation, is the nation's most-favorable for businesses – it does not have any corporate income taxes. The state has experienced an energy boom in recent years. As of last year, Wyoming's poverty, home foreclosure, and unemployment rates were all among the lowest in the nation.

## OFFERING PRICE

**\$5,400,000**

Acceptable terms for purchasing this property include, but are not limited to cash at closing, new loan, or 1031 tax exchange. No portion of the purchase transaction will be financed by the seller. The Seller reserves the right to effectuate a tax-deferred real estate exchange for all or part of the sales price, pursuant to Section 1031 of the Internal Revenue Code and the Treasury Regulations promulgated there under with no liability or expense to be incurred by the Buyer (in connection with the Seller's tax-deferred exchange).



## CONDITIONS OF SALE

- I. All offers shall be:
  - A. in writing;
  - B. accompanied by an earnest money deposit check in the minimum amount of \$270,000 (Two Hundred Seventy 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.



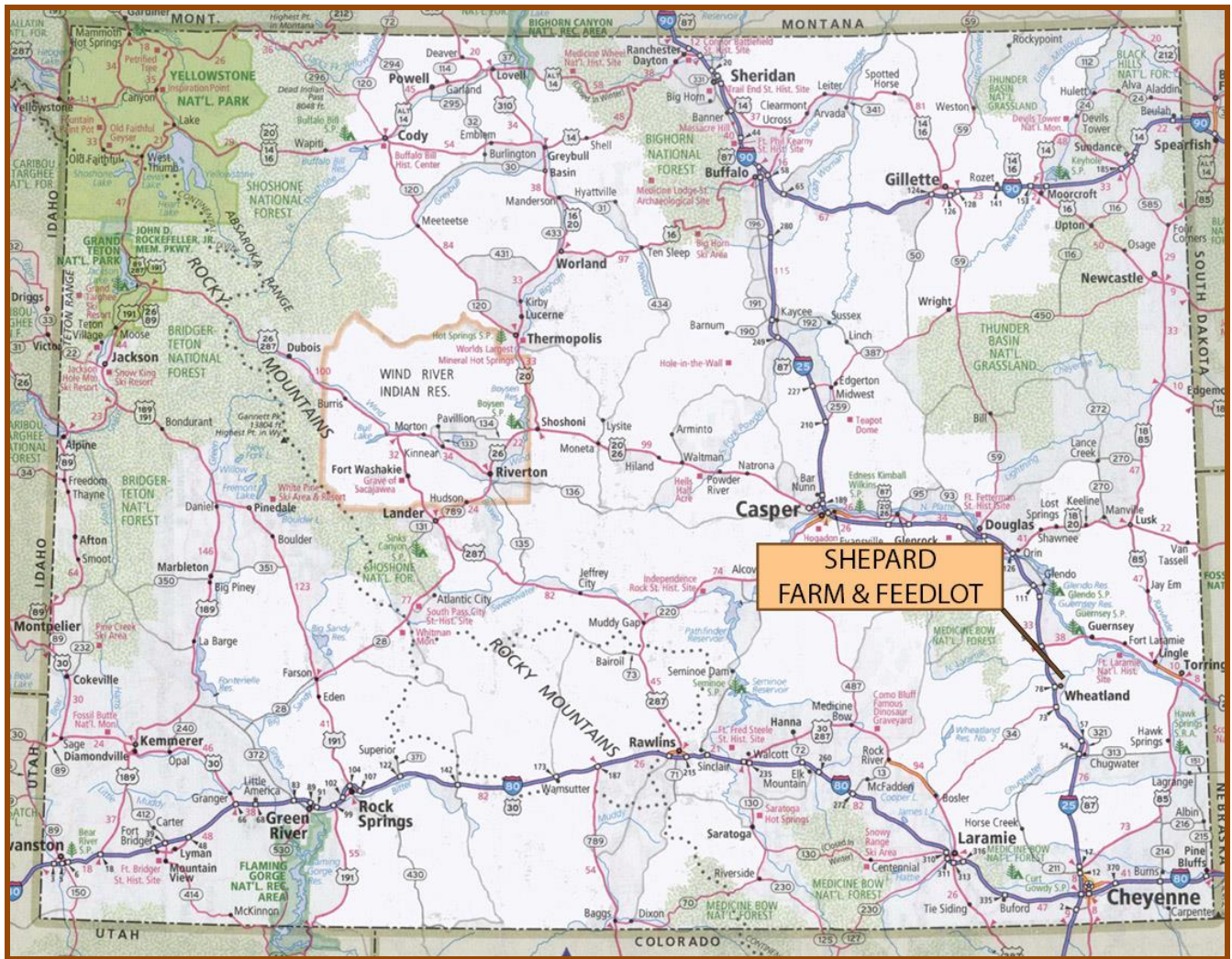
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Clark & Associates Land Brokers, LLC is pleased to have been selected as the Exclusive Agent for the Seller of this outstanding offering. All information has been obtained from sources deemed reliable by Clark & Associates Land Brokers, LLC; however,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

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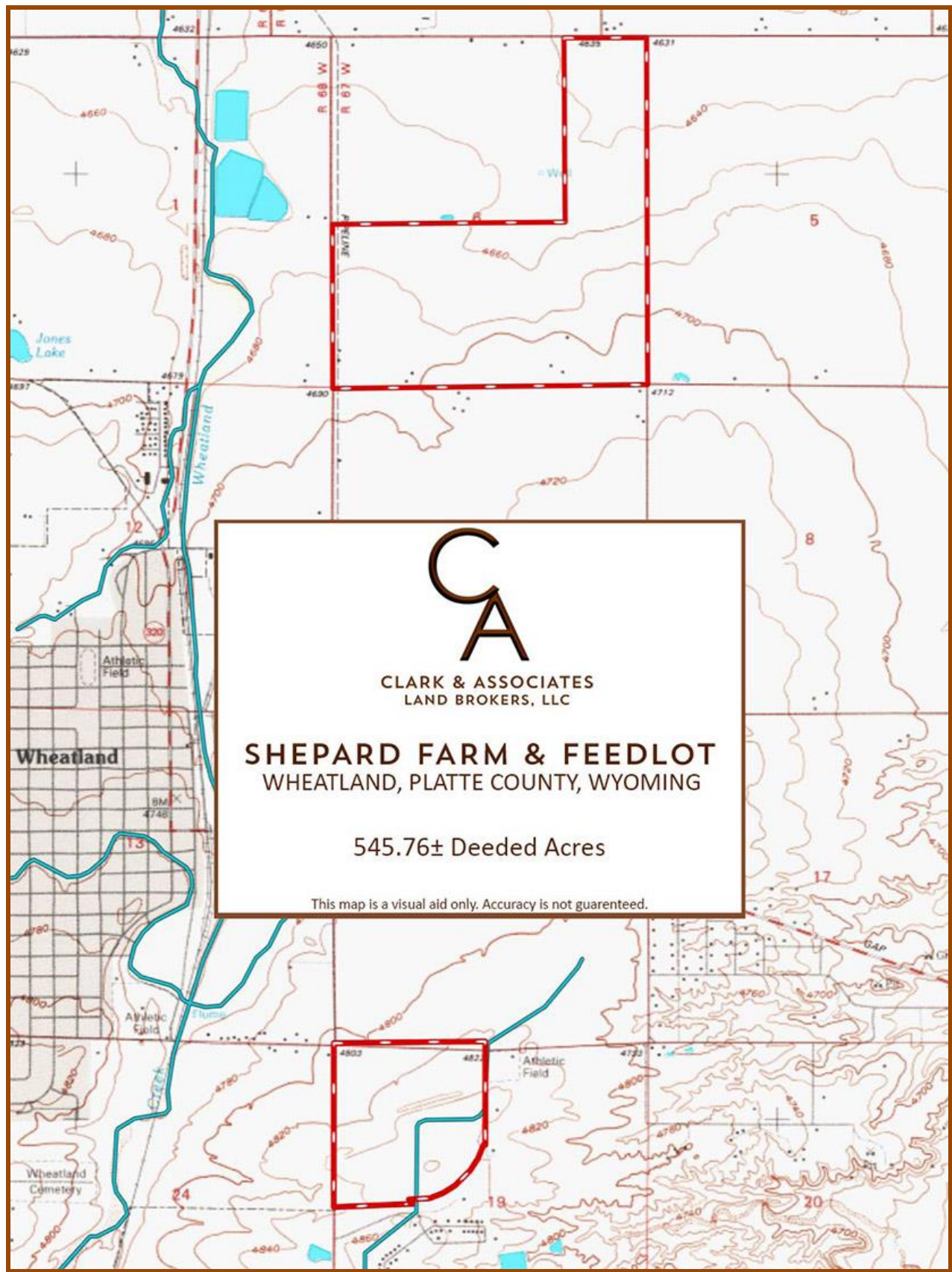
## STATE LOCATION MAP



## NOTES

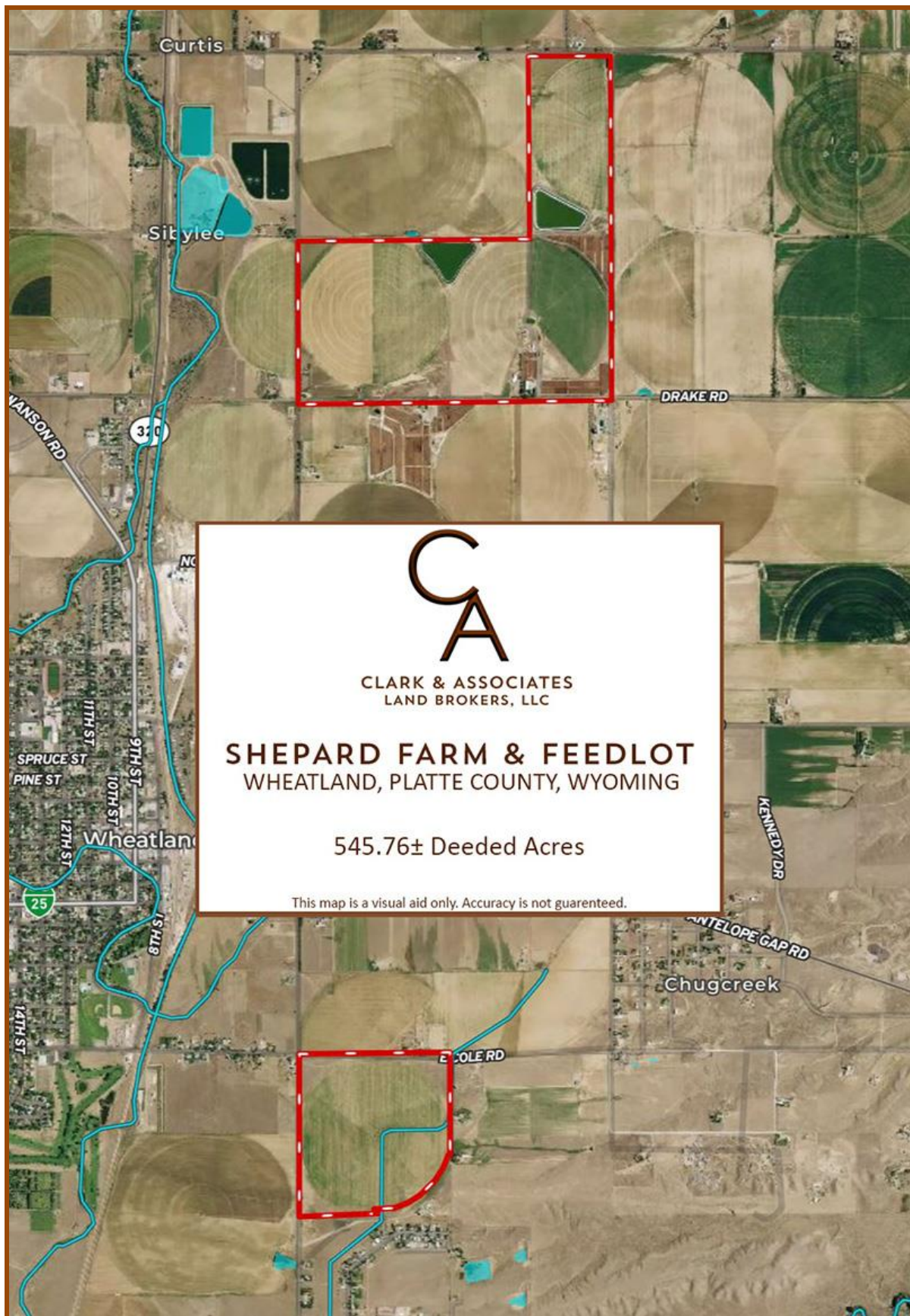


## SHEPARD FARM & FEEDLOT TOPO MAP





## SHEPARD FARM & FEEDLOT ORTHO MAP





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



**Scott Leach**

Associate Broker,  
REALTOR®

Cell: 307-331-9095

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

Licensed in WY, CO, NE  
& SD



**Cory Clark**

Broker / Owner

Mobile: (307) 351-9556

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

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

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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

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

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

**Buffalo, WY Office**

879 Trabling Road  
Buffalo, WY 82834

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

(307) 760-9510 ~ [mcnamee@clarklandbrokers.com](mailto: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](mailto:denver@clarklandbrokers.com)  
Licensed in WY, MT, SD & ND

**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](mailto:ensz@rushmore.com)  
Licensed in SD, WY & MT

**Torrington, WY Office**

2210 Main St  
Torrington, WY 82240

**Logan Schliinz - Associate Broker**

(307) 575-5236 ~ [logan@clarklandbrokers.com](mailto:logan@clarklandbrokers.com)  
Licensed in CO, NE, SD & 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](mailto:scott@clarklandbrokers.com)  
Licensed in WY, CO, SD & NE

**Wheatland, WY Office**

4398 Palmer Canyon Road  
Wheatland, WY 82201

**Jon Keil – Associate Broker**

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

**Greybull, WY Office**

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

**Ken Weekes – Sales Associate**

(307) 272-1098 ~ [kenweekes@gmail.com](mailto:kenweekes@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.

#### **Customer.** (No written agreement with Buyer)

A customer is a party to a real estate transaction who has established no intermediary or agency relationship with any Broker in that transaction. A Broker may work as an agent for the Seller treating the Buyer as a customer or as an agent for the Buyer treating the Seller as a customer. Also when a Buyer or Seller is represented by another Broker, a Broker may work with the other Buyer or Seller as a customer, having no written agreement, agency or intermediary relationship with either party. A Broker working with a customer shall owe no duty of confidentiality to a customer. Any information shared with Broker may be shared with the other party to the transaction at customer's risk. The customer should not tell the Broker any information which the customer does not want shared with the other party to the transaction. The customer should not tell the Broker any information which the customer does not want shared with the other party to the transaction. The Broker must treat the customer honestly and with fairness disclosing all material matters actually known by the Broker. The Broker owes the customer the **obligations** enumerated below for Intermediaries which are marked with asterisks. W.S. § 33-28-310(a).

#### **Buyer's Agent.** (Requires written agreement with Buyer)

If a Buyer signs a written Buyer Agency Agreement with a Broker, the Broker will act as an agent for the Buyer. If so, the Broker represents the Buyer and owes the Buyer a duty of utmost good faith, loyalty and fidelity in addition to the **obligations** enumerated below for Intermediaries. The Buyer may be vicariously liable for the acts of the Buyer's Agent that are approved, directed or ratified by the Buyer. As a Buyer's Agent, Wyoming law requires the Broker to disclose to potential Sellers all adverse material facts, which may include material facts regarding the Buyer's financial ability to perform the terms of the transaction. Wyo. Stat. § 33-28-304(c). As a Buyer's Agent, the Broker has duties to disclose to the Buyer certain information; therefore, the Seller should not tell the Broker any information which the Seller does not want shared with the Buyer.

#### **Intermediary.** (Requires written agreement with Seller and/or Buyer)

The Intermediary relationship is a non-agency relationship which may be established between a Broker and a Seller and/or a Broker and a Buyer. A Seller may choose to engage a Broker as an Intermediary when listing a property. A Buyer may also choose to engage a Broker as an Intermediary. An Intermediary shall not act as an agent or advocate for any party and shall be limited to providing those services set forth below. Wyo. Stat. § 33-28-305.

As an Intermediary (Non-Agent), Broker will not represent you or act as your agent. The parties to a transaction are not legally responsible for the actions of an Intermediary and an Intermediary does not owe the parties the duties of an agent, including the fiduciary duties of loyalty and fidelity. Broker will have the following **obligations** to you:

- perform the terms of any written agreement made by the Intermediary with any party or parties to the transaction;
- exercise reasonable skill and care;\*



- advise the parties to obtain expert advice as to material matters about which the Intermediary knows but the specifics of which are beyond the expertise of the Intermediary;\*
- present all offers and counteroffers in a timely manner;\*
- account promptly for all money and property the Broker received;\*
- keep you fully informed regarding the transaction;\*
- obtain the written consent of the parties before assisting the Buyer and Seller in the same real estate transaction as an Intermediary to both parties to the transaction;
- assist in complying with the terms and conditions of any contract and with the closing of the transaction;\*
- disclose to the parties any interests the Intermediary may have which are adverse to the interest of either party;
- disclose to prospective Buyers, known adverse material facts about the property;\*
- disclose to prospective Sellers, any known adverse material facts, including adverse material facts pertaining to the Buyer's financial ability to perform the terms of the transaction;\*
- disclose to the parties that an Intermediary owes no fiduciary duty either to Buyer or Seller, is not allowed to negotiate on behalf of the Buyer or Seller, and may be prohibited from disclosing information about the other party, which if known, could materially affect negotiations in the real estate transaction.

As Intermediary, the Broker will disclose all information to each party, but will not disclose the following information without your informed consent:

- the motivating factors for buying or selling the property;
- that you will agree to financing terms other than those offered, or
- any material information about you, unless disclosure is required by law or if lack of disclosure would constitute dishonest dealing or fraud.

#### **Change From Agent to Intermediary – In – House Transaction**

If a Buyer who has signed a Buyer Agency Agreement with the Broker wants to look at or submit an offer on property Broker has listed as an agent for the Seller, the Seller and the Buyer may consent in writing to allow Broker to change to an Intermediary (non-agency) relationship with both the Buyer and the Seller. Wyo. Stat. § 33-28-307.

An established relationship cannot be modified without the written consent of the Buyer or the Seller. The Buyer or Seller may, but are not required to, negotiate different commission fees as a condition to consenting to a change in relationship.

**Designated Agent.** (requires written designation by the brokerage firm and acknowledgement by the Buyer or Seller)

A designated agent means a licensee who is designated by a responsible broker to serve as an agent or intermediary for a Seller or Buyer in a real estate transaction. Wyo. Stat. § 33-28-301 (a)(x).

In order to facilitate a real estate transaction a Brokerage Firm may designate a licensee as your agent or intermediary. The Designated Agent will have the same duties to the Buyer and Seller as a Buyer's or Seller's Agent or Intermediary. The Broker or an appointed "transaction manager" will supervise the transaction and will not disclose to either party confidential information about the Buyer or Seller. The designation of agency may occur at the time the Buyer or Seller enters into an agency agreement with the Brokerage Firm or the designation of agency may occur later if an "in house" real estate transaction occurs. At that time, the Broker or "transaction manager" will immediately disclose to the Buyer and Seller that designated agency will occur.

#### **Duties Owed by An Agent But Not Owed By An Intermediary.**

**WHEN ACTING AS THE AGENT FOR ONE PARTY (EITHER BUYER OR SELLER), BROKER HAS FIDUCIARY DUTIES OF UTMOST GOOD FAITH, LOYALTY, AND FIDELITY TO THAT ONE PARTY. A BROKER ENGAGED AS AN INTERMEDIARY DOES NOT REPRESENT THE BUYER OR THE SELLER AND WILL NOT OWE EITHER PARTY THOSE FIDUCIARY DUTIES. HOWEVER, THE INTERMEDIARY MUST EXERCISE REASONABLE SKILL AND CARE AND MUST COMPLY WITH WYOMING LAW. AN INTERMEDIARY IS NOT AN AGENT OR ADVOCATE FOR EITHER PARTY. SELLER AND BUYER SHALL NOT BE LIABLE FOR ACTS OF AN INTERMEDIARY, SO LONG AS THE INTERMEDIARY COMPLIES WITH THE REQUIREMENTS OF WYOMING'S BROKERAGE RELATIONSHIPS ACT. WYO. STAT. § 33-28-306(a)(iii).**

THIS WRITTEN DISCLOSURE AND ACKNOWLEDGMENT, BY ITSELF, SHALL NOT CONSTITUTE A CONTRACT OR AGREEMENT WITH THE BROKER OR HIS/HER FIRM. UNTIL THE BUYER OR SELLER EXECUTES THIS DISCLOSURE AND ACKNOWLEDGEMENT, NO REPRESENTATION AGREEMENT SHALL BE EXECUTED OR VALID. WYO. STAT. § 33-28-306(b).

NO MATTER WHICH RELATIONSHIP IS ESTABLISHED, A REAL ESTATE BROKER IS NOT ALLOWED TO GIVE LEGAL ADVICE. IF YOU HAVE QUESTIONS ABOUT THIS NOTICE OR ANY DOCUMENT IN A REAL ESTATE TRANSACTION, CONSULT LEGAL COUNSEL AND OTHER COUNSEL BEFORE SIGNING.

The amount or rate of a real estate commission for any brokerage relationships is not fixed by law. It is set by each Broker individually and may be negotiable between the Buyer or Seller and the Broker.

On \_\_\_\_\_, I provided (Seller) (Buyer) with a copy of this Real Estate Brokerage Disclosure and have kept a copy for our records.

Brokerage Company

**Clark & Associates Land Brokers, LLC**  
PO Box 47  
Lusk, WY 82225  
Phone: 307-334-2025 Fax: 307-334-0901

By \_\_\_\_\_

I/We have been given a copy and have read this Real Estate Brokerage Disclosure on (date) \_\_\_\_\_, (time) \_\_\_\_\_ and hereby acknowledge receipt and understanding of this Disclosure.

SELLER \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_