



**CLARK & ASSOCIATES  
LAND BROKERS, LLC**

Specializing in Farm, Ranch, Recreational & Auction Properties

*Proudly Presents*



***SPOON BUTTES RANCH***  
***Torrington, Goshen County, Wyoming***

*The Spoon Buttes Ranch is an excellent low-overhead grass ranch in the heart of cattle country.*

## INTRODUCTION

The Spoon Buttes Ranch is one of the best, naturally suited, working cattle ranches available in today's market. The entire ranch is contiguous and consists of 7,391.87± deeded acres, 640 State of Wyoming lease acres, 353.3± BLM lease acres, and 320± private lease acres for a total of 8,705.17± acres.

The ranch is located in the "heart of cattle country" and features lush pastures with hearty grass pastures.

## LOCATION & ACCESS

Spoon Buttes Ranch is located in the northern portion of Goshen County in southeast Wyoming. The property is easily accessed year-round by traveling north on Wyoming Highway 159 (Van Tassell Road) for approximately 20 miles, the one mile east on County Road 108. The east side of the ranch borders the state of Nebraska.

The ranch has easy access to several cities and towns in the four-state area:

Torrington, Wyoming (population 6,501)	21 miles south
Lusk, Wyoming (population 1,567)	56 miles northwest
Lingle, Wyoming (population 468)	22 miles southwest
Scottsbluff, Nebraska (population 15,039)	53 miles southeast
Chadron, Nebraska (population 5,851)	89 miles northeast
Cheyenne, Wyoming (population 59,466)	106 miles south
Casper, Wyoming (population 55,316)	145 miles northwest
Deadwood, South Dakota (population 1,270)	177 miles north
Rapid City, South Dakota (population 67,956)	184 miles northeast
Denver, Colorado (population 682,545)	25 miles southwest





## SIZE & DESCRIPTION

The historic Spoon Buttes Ranch is a well-watered, highly productive, low-overhead grass ranch located in southeastern Wyoming.

The ranch consists of approximately 8,385.17± total acres of which 7,391.87± acres are deeded with 640± State of Wyoming and 353.3± BLM lease acres. The current owner has a 320± acre private lease from a neighboring landowner which has four years remaining on it and which will transfer with the sale of the ranch. This lease land lies adjacent to the southern part of ranch and is leased for \$5/acre per year.

The ranch has a tremendous amount of forage and grass throughout the property and sagebrush is very scarce. Rock outcroppings along with canyons with pine and cedar trees provide natural protection for livestock as well as habitat for trophy mule deer, antelope, and coyotes for the hunting enthusiast.

Since purchasing the ranch, the current owner has invested extensive time and resources into fencing and cross fencing, which has greatly increased overall efficiency of the property.

The Spoon Buttes Ranch is a hard grass ranch that has been known for phenomenal gains on cattle. The ranch has been used for yearlings, year-round cow operation and a horse ranch. The famous landmark "Spoon Buttes" is located on the ranch. This is a very scenic ranch that is extremely productive. Sheep Creek also travels through the property, which is a seasonal creek.

The average elevation throughout the ranch headquarters is 4,300 feet above sea level which allows for mild winters.



## SOILS

Soils on the ranch consist of primarily loamy soil which produces excellent species of hardy grasses including native gramma grasses, gramma, thread leaf sedge, western wheat, intermediate wheat, and some crested-wheat grasses. These soils are predominantly sandier and are more like the sand hills to the east as opposed to gumbo type soils.

## CARRYING CAPACITY / RANCH OPERATIONS

The carrying capacity of Spoon Buttes Ranch is owner-rated at approximately 290 cow/calf pairs year-round. Another option could be to run approximately 800 to 850 head of yearling cattle for 4 to 4-1/2 months during the summer months. With typically open winters and exceptional water development, the current owners are able to reduce the amount of feed and labor needed to run the cattle through the winter months. *Note: carrying capacity can vary due to weather conditions, management practices, and type of livestock. Interested parties should conduct their own analysis.*

Spoon Buttes Ranch is in the heart of cattle country which is known for its high-protein hard grass. Historically, the primary objective is to rotate the livestock in a grazing pattern that maximizes grass utilization. Under the current ownership, Spoon Buttes Ranch boasts weaning weights averaging 520 pounds on heifer calves with the steers weighing in at slightly more than 550 pounds.

The property historically has been, and is currently being utilized, as a cow/calf/yearling operation. Cattle are run year-round on the ranch with minimal supplemental feeding due to the abundance of forage available on the winter pastures. The ranch is cross fenced into several pastures and the fences are in good to excellent condition.





## STATE & BLM LEASES

There is a State of Wyoming lease along with a Bureau of Land Management (BLM) lease that are part of the property, which upon approval of the appropriate agency, will transfer to the buyers at closing.

State Lease No. 1-7997 consists of approximately 640 acres and are allotted a total of 265 AUMs. State of Wyoming leases are renewable every ten (10) years with an annual payment due each year. The annual payments are assessed per AUM of each lease with the cost per AUM varying year to year as determined by the Office of Lands and Investments for the State of Wyoming. For 2023, the cost per AUM is \$6.18 which equates to \$1,637.70 for the annual payment. For more information, contact the Wyoming Office of State Lands and Investments for further information at (307) 777-7333.

Lease Number	Total Acres	Total AUMs	Expiration Date	2023 Costs
1-7997	640	265	1/1/2025	\$1,637.70

The Bureau of Land Management (BLM) allotment 10323 associated with the Spoon Buttes Ranch consists of 353.3± total acres. The BLM allotment is allotted 75 AUMs per year which equates to an annual cost of \$101.25 based on the current rate of \$1.35 per AUM. BLM leases are renewable every ten (10) years with the annual AUM rate varies from year to year and is determined by the Bureau of Land Management. You may call Casper BLM office at (307) 261-7600 for further information.

An Animal Unit Month (AUM) is the amount of forage required by one animal unit (cow/calf pair) for one month.

**NOTE:** Any and all leases associated with the subject property, upon approval of the appropriate agency, will transfer to Buyer. Seller agrees to relinquish all rights to any and all leases at day of closing.





## IMPROVEMENTS

The improvements on the Spoon Buttes Ranch include a 1,800 sq. ft. pole building built in 1985 that is used as a calving, processing, and loafing shed. Part of this building is used as a bunk house and vet room. Also included is a set of working corrals.



### UTILITIES

- Electricity – Wyrulec Company, Lingle, Wyoming
- Propane – various providers
- Water – private wells
- Communications – CenturyLink & various mobile providers
- TV/Internet – satellite

### REAL ESTATE TAXES

According to the Goshen County Assessor the real estate taxes for Spoon Buttes Ranch are approximately \$4,340 annually.

### MINERAL RIGHTS

The Seller will retain any and all mineral rights presently owned by the Seller, if any.

### RECREATION & WILDLIFE

Spoon Buttes Ranch offers excellent hunting opportunities for trophy mule deer, antelope, turkeys, and coyotes. Spoon Buttes Ranch offers unlimited opportunities for the outdoor enthusiast.

### WATER RESOURCES

A summary of the water rights of Spoon Buttes Ranch will be included in this brochure. An updated search of the surface and ground water rights for the ranch will be completed by an independent consultant. Upon acceptance of a purchase, the results of the completed search will be made available to the buyer during the inspection period. In the event of a sale, all water rights permitted and adjudicated to the property shall be transferred to the buyer.

Water for livestock is provided by four electric wells, one solar well, one windmill in addition to a pipeline from the well at the corrals which supplies water approximately one mile south and one mile to the northwest. Sheep Creek is a seasonal creek that travels throughout the ranch.

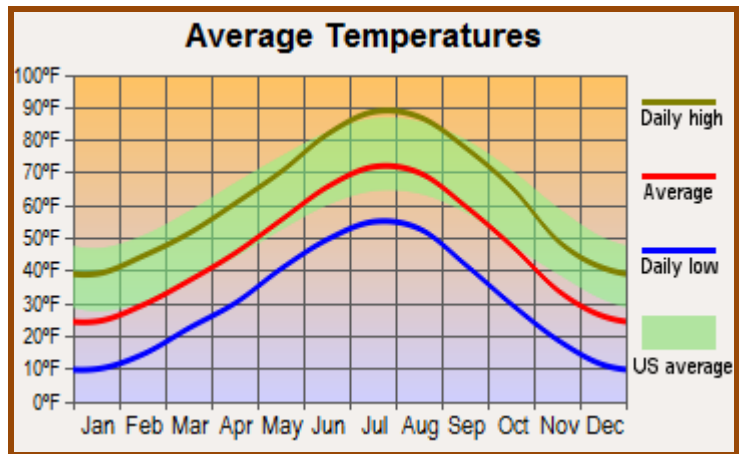
A new well was drilled in the spring of 2023 which is permitted at 25 GPM and is a solar well. The depth of the well is 120 feet with the pump set at 100 feet. Water from this well travels to a new tire tank.





## CLIMATE

According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Torrington, Wyoming area is approximately 17.06 inches including 31.2 inches of snow fall. The average high temperature in January is 42 degrees, while the low is 16 degrees. The average high temperature in July is 91 degrees, while the low is 59 degrees. The charts to the right are courtesy of [www.city-data.com](http://www.city-data.com).



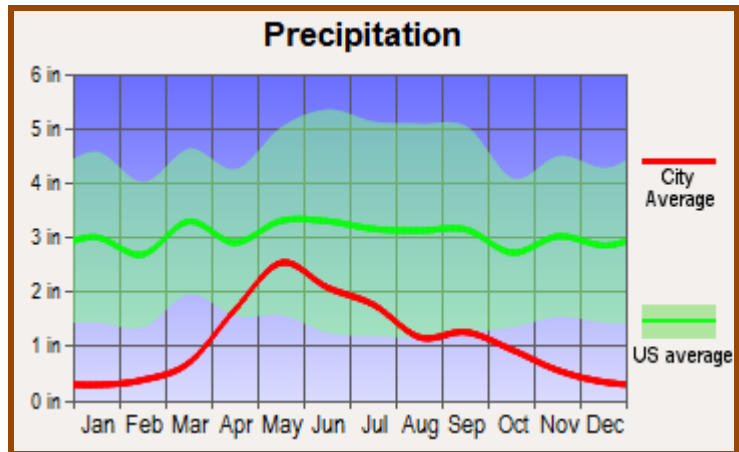
## STATE OF WYOMING

Wyoming is a state that offers an incredible diversity of activities, geography, climate, and history. Just a territory in 1869, Wyoming became the 44th state in 1890. The state's population is 563,626, and provides a variety of opportunities and advantages for persons wishing to establish residency.

Wyoming's energy costs are the second lowest in the nation, and the cost of living

index is below the national average. Wyoming ranks among the top 10 in the entire United States for educational performance. There is no state income tax, and Wyoming offers an extremely favorable tax climate:

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



According to Michael B. Sauter, Alexander E. M. Hess, Samuel Weigley, and Ashley C. Allen of 24/7 Wall Street, Wyoming is a model of good management and a prospering population. The state is particularly efficient at managing its debt, owing the equivalent of just 20.4% of annual revenue in fiscal 2010. Wyoming also has a tax structure that, according to the Tax Foundation, is the nation's most-favorable for businesses - it does not have any corporate income taxes. The state has experienced an energy boom in recent years. The mining industry, which includes oil and gas extracting, accounted for 29.4% of the state's GDP, which shrunk by 1.2% in 2011 alone; more than in any other state. As of last year, Wyoming's poverty, home foreclosure, and unemployment rates were all among the lowest in the nation.





## COMMUNITY AMENITIES

Torrington, Wyoming is the county seat of Goshen County and was founded and named by W.G. Curtis after his hometown of Torrington, Connecticut. It was originally a water and coal station for the Chicago, Burlington & Quincy Railroad before being officially incorporated in 1908. 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 implement dealerships.

Torrington Livestock Market is Wyoming's largest livestock market. They offer cattle for sale daily by several marketing options: live cattle auctions, video cattle auctions, and private treaty. The auction calendar can be accessed at [www.torringtonlivestock.com](http://www.torringtonlivestock.com).

The 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: 3001x 60 feet Asphalt Surface

Runway 10/28: 5703 x 75 feet Asphalt Surface

Lusk, Wyoming has all the desirable amenities of a traditional, rural Wyoming town. It has an excellent school system with a low student/teacher ratio (K-12), two banks, several churches, restaurants, a town library, fairgrounds, hospital, an incredible nine-hole golf course, a weekly newspaper, retail stores, and veterinary clinic. Lusk also has a 5,058-foot paved, lighted airstrip suitable for small jets and all private planes, at an elevation of 4,964 feet above sea level. Additional information about Lusk and Niobrara County can be found at [www.luskwyoming.com](http://www.luskwyoming.com).

Lingle, Wyoming, located in the middle of Goshen County in southeastern Wyoming, is situated among rich farmland 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 within reach of Lingle. Community amenities include a K-12 public school system, restaurants, bank, post office, retail stores and a farm/implement dealership. For higher education, Torrington, Wyoming and Scottsbluff, Nebraska both have accredited community colleges. School age children would attend public 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.





## AIRPORT INFORMATION

Commercial airline service is available at Scottsbluff, Nebraska; Cheyenne, Wyoming; Casper, 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 be found at: [www.airnav.com/airport/KBFF](http://www.airnav.com/airport/KBFF).

**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 [www.cheyenneairport.com](http://www.cheyenneairport.com).

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

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





## OFFERING PRICE

**\$5,550,000**

***This property is owned by Brad Reese, sales associate licensed under Clark & Associates Land Brokers, LLC in the State of Wyoming.***

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 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 \$275,000 (Two 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 the 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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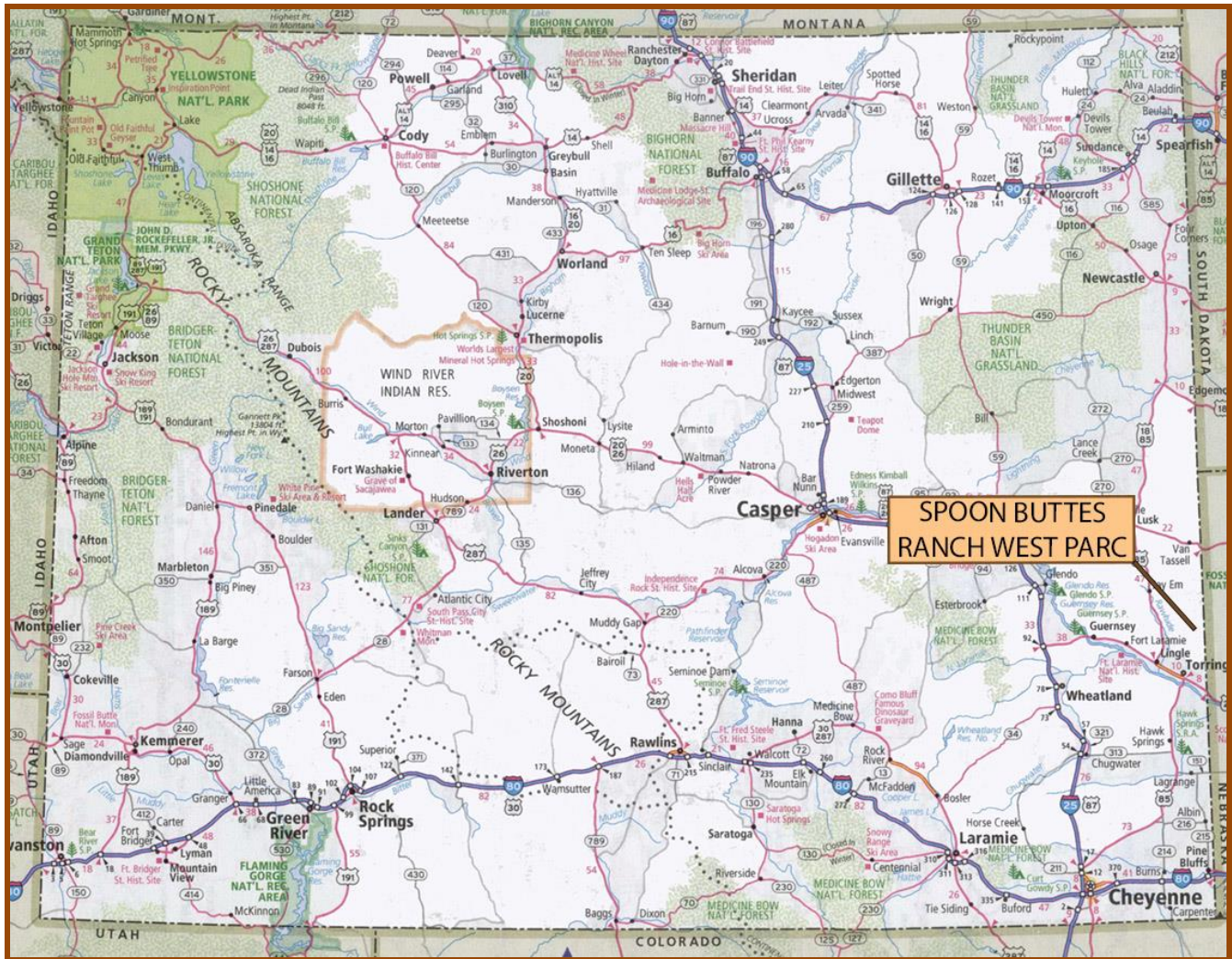
Clark & Associates Land Brokers, LLC and Western Land Sales are pleased to have been selected as the Exclusive Agents for the Seller of this outstanding offering. All information has been obtained from sources deemed reliable by Clark & Associates Land Brokers, LLC and Western Land Sales; however, the accuracy of this information is not guaranteed or warranted by either Clark & Associates Land Brokers, LLC, Western Land Sales, 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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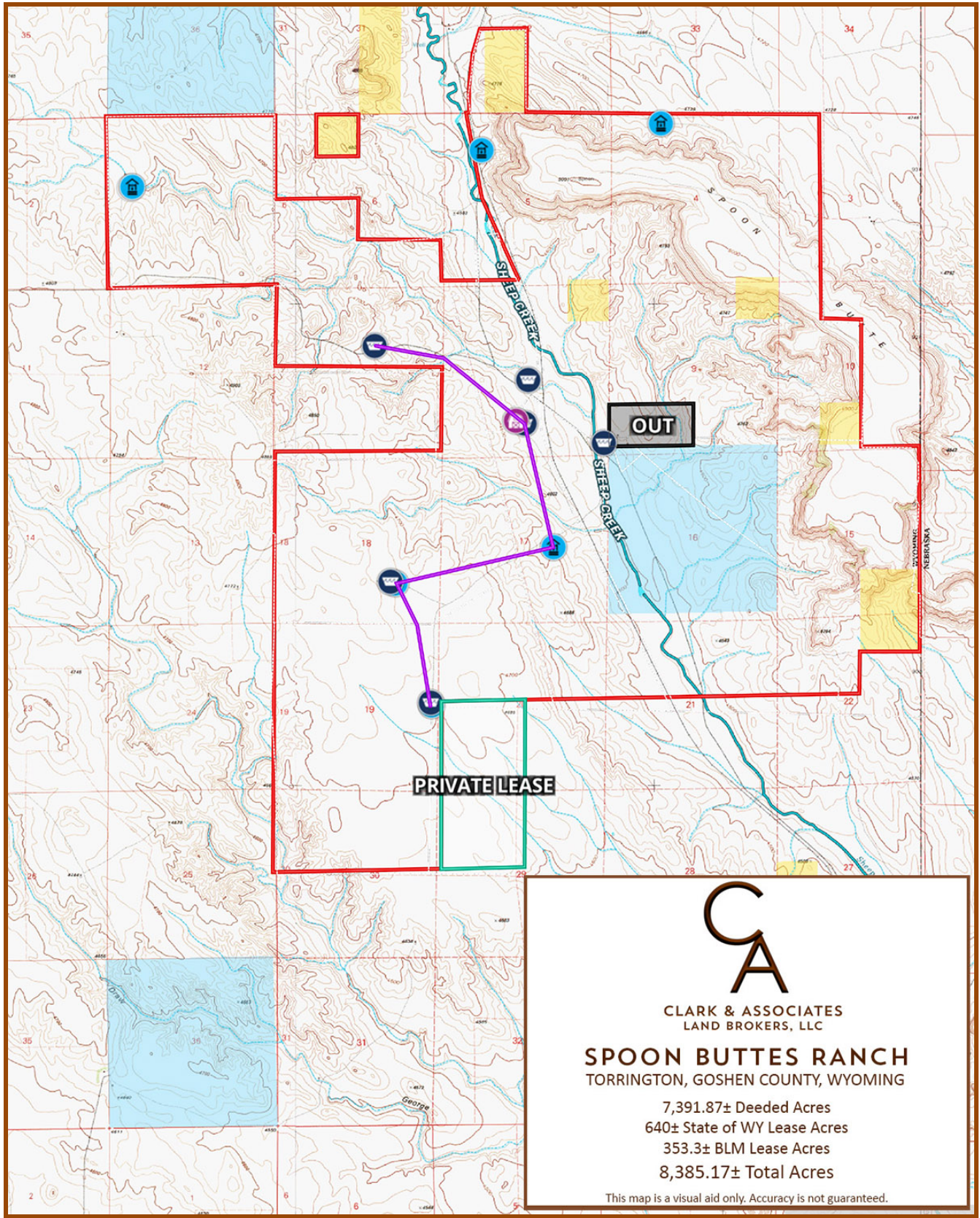
## STATE LOCATION MAP



## NOTES

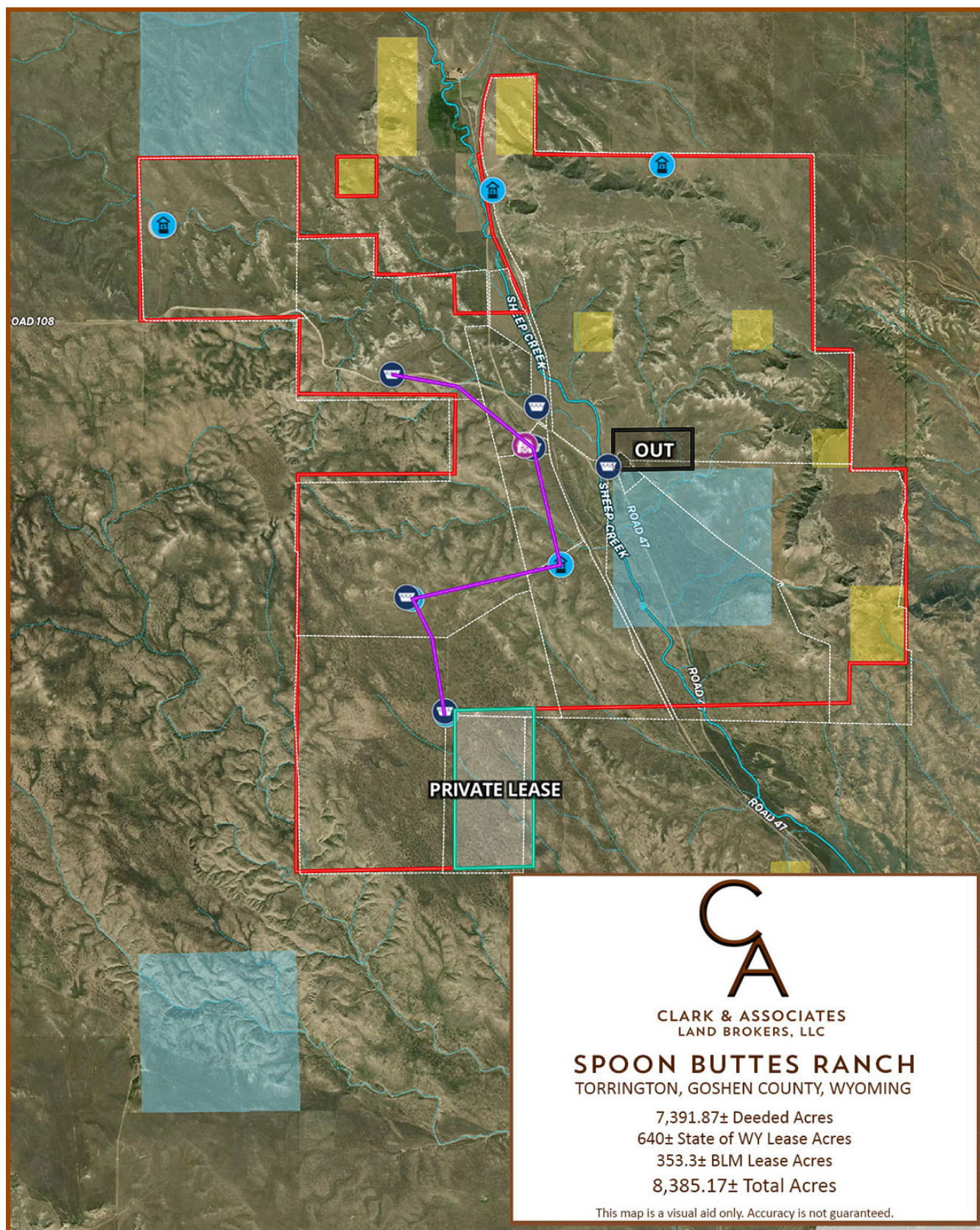


## SPOONS BUTTES RANCH TOPO MAP





## SPOONS BUTTES RANCH ORTHO MAP



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



**Brad Reese**  
Sales Associate,  
REALTOR®

Cell: (307) 351-1201

[rockin7ranch@gmail.com](mailto:rockin7ranch@gmail.com)

Licensed in WY



**Cory Clark**  
Broker, REALTOR®

Cell: (307) 351-9556

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

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

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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

**Cheyenne, WY Office**

2092 Road 220  
Cheyenne, WY 82009

**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**

6465 CR 39  
Torrington, WY 82240

**Michael McNamee - Associate Broker**

(307) 534-5156 ~ [mcnameeauction@gmail.com](mailto:mcnameeauction@gmail.com)  
Licensed in WY & NE

**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 & MT

**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

**Moorcroft, WY Office**

19 Heritage Lane  
Moorcroft, WY 82721

**Stan Mosher – Associate Broker**

(307) 631-2155 ~ [stan@clarklandbrokers.com](mailto:stan@clarklandbrokers.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 \_\_\_\_\_