



**CLARK & ASSOCIATES  
LAND BROKERS, LLC**

Specializing in Farm, Ranch, Recreational & Auction Properties

*Proudly Presents*



***SYBILLE CANYON RANCH***

*Albany County, Wyoming*

*The Sybille Canyon Ranch is located in an area that has long been recognized as a hidden gem, providing excellent habitat for numerous species of wildlife, putting significant gains on livestock all while providing easy access to the Front Range of Colorado.*

## LOCATION & ACCESS

The headquarters of the Sybille Canyon Ranch is located approximately 39 miles west of Wheatland, Wyoming. The improvements are easily accessed year-round. To access the ranch from Wheatland, travel south on I-25 for 5.3 miles; take exit 73 for WY Highway 34, traveling west toward Laramie for 33.7 miles, turn right onto the driveway for 100 yards to the destination. To access the ranch from Laramie, travel north on State Highway 30 for 18 miles and turn right onto WY Highway 34 for 19 miles; then take a left onto the driveway for 100 yards to the destination.

Several towns and cities in proximity to the property include:

- |   |                     |
|---|---------------------|
| • Wheatland, Wyoming (population 3,627)       | 39 miles east       |
| • Laramie, Wyoming (population 30,816)        | 38 miles southwest  |
| • Cheyenne, Wyoming (population 59, 466)      | 88 miles southeast  |
| • Casper, Wyoming (population 59,628)         | 141 miles northeast |
| • Fort Collins, Colorado (population 143,986) | 100 miles southeast |
| • Denver, CO Metro Area (population 701,621)  | 165 miles southeast |

## SIZE & DESCRIPTION

4,092± Deeded Acres  
559± State of Wyoming lease acres  
100± BLM lease acres  
**4,751± TOTAL ACRES**

The Sybille Canyon Ranch is located in beautiful Sybille Canyon north of Laramie, Wyoming and southwest of Wheatland, Wyoming. This area has always been recognized as a hidden gem, providing excellent habitat for numerous species of wildlife, putting significant gains on livestock from the hard grasses as well as being easily accessible from the highway and livestock terminals in Wyoming and the Front Range of Colorado.

The Sybille Canyon neighborhood is surrounded by large deeded ranches, which rarely become available for acquisition. Sybille Canyon Ranch consists of 4,092± deeded acres, 559± acres of State lease, and 100± acres of BLM lease. The diverse topography of the ranch ranges from high rolling hills with rock outcroppings to deep canyons with cottonwood-lined creek bottoms. Several miles of School Creek add to the abundant water supply on the ranch, as well as, various year-round springs providing water in demanding locations throughout the ranch.

Numerous wildlife species including deer, elk, bighorn sheep, antelope and mountain lion can be found on the ranch. Adequate water supply, high protein grasses, easy access and convenient location and unbelievable hunting opportunities all make the Sybille Canyon Ranch a very desirable investment and lifestyle opportunity. This ranch presents a buyer unique opportunity to own a large piece of Sybille Canyon. Rarely does a ranch in the heart of Sybille Canyon of this size become available for purchase.



### WATER RESOURCES

- One domestic well
- Approximately two miles of School Creek
- Several other year-round springs and seasonal creeks

### CARRYING CAPACITY / RANCH OPERATIONS

The Sybille Canyon Ranch has historically run 175 cow/calf pairs or 250 yearlings for five months from June through early October. The grass is high quality with a variety of hard grass species, rich in protein content. It is common for weight gains of 1.8 to 2 pounds per day on yearling cattle. The ranch is cross-fenced into two pastures. Three livestock markets in proximity to this ranch are Torrington, Fort Collins, and Scottsbluff.

“Carrying capacity can vary due to weather conditions and management practices. Interested parties should conduct their own analysis.”

### SOILS

- Bonjea-Chugcreek-Rock outcrop complex, 3 to 15 percent slopes - 13.1%
- Boyle-Rock outcrop complex, 5 to 25 percent slopes - 7.0%
- Rock outcrop-Cathedral complex, 20 to 40 percent slopes - 78.5%

## IMPROVEMENTS

In 2010, the owners of Sybille Canyon Ranch purchased 166± acres with a one story, ranch-style house. The acquisition not only gave them an additional access to the middle of the ranch, it also gave the ranch a functional set of improvements. The home, which sits a short distance from WY Highway 34, features two bedrooms and one bath. There are also two shop buildings located close to the home; one of these shops has been used for a garage.

There are numerous sites on this ranch where a hunting lodge or other improvements could be built. Electricity runs along the highway the entirety of the southern portion of the ranch. If a new owner desired to build improvements on the north end of the ranch, off- the-grid resources such as wind and solar would probably be their best bet. Currently the house is rented to long-term tenants and is an additional income source the owners.



## LEASE INFORMATION

There is a State of Wyoming grazing lease and Bureau of Land Management (BLM) lease associated with this property. Upon approval of the appropriate agency, these leases will be transferred to the new owners.

That portion of State of Wyoming lease number 1-8287 associated with the Sybille Canyon Ranch consists of approximately 559.8 acres. State of Wyoming leases are renewable every ten (10) years with an annual payment due each year. An Animal Unit Month (AUM) is the amount of forage required by one animal unit (cow/calf pair) for one month. The annual payments are assessed per AUM with the cost per AUM varying year to year as determined by the Office of Lands and Investments for the State of Wyoming. For 2016, the cost per AUM is \$6.14 and with 103 AUMs allotted with the State lease acres, this equates to a total of \$632.42 for the 2016 annual lease payment. Contact Brenda Davis at the Wyoming Office of State Lands and Investments at (307) 777-7333 for further information.

The Bureau of Land Management lease, allotment number 09102, which is associated with the Sybille Canyon Ranch, consists of a total of 100± acres. BLM leases are also renewable every ten years, and in 2016, is assessed \$2.11 per AUM per year. The Sybille Canyon Ranch BLM lease is allotted 4 AUMs per year which equates to a cost of \$8.44 for 2016. You may call the Casper BLM office at (307) 261-7600 and ask for Ruth Bennett for further information.

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.

## UTILITIES

Electricity – Wheatland Rural Electric

Gas/Propane – local providers

Communications – Limited cell coverage is available on the ranch. Local phone line. Owners currently use Excede Satellite for internet and Dish for TV service.

Water – Private well

Sewer – Private septic system

## REAL ESTATE TAXES

According to the Albany County Assessor's records, the real estate taxes for the Sybille Canyon Ranch are approximately \$1,685 annually.

## MINERAL RIGHTS

Any and all mineral rights appurtenant to the property will be transferred to the buyer. The owners will not reserve any mineral rights; however, the seller is unaware of any mineral ownership.

## RECREATION & WILDLIFE

The Sybille Canyon Ranch provides superb hunting opportunities for trophy mule deer, bighorn sheep, antelope, and elk. Residents can hunt deer on the ranch with a general license while non-residents must apply for a Region J general license. In recent years there have been many leftover deer licenses for non-residents in this area. Antelope licenses are also easy to come by for this area with non-residents enjoying a 100% draw rate in recent years. The ranch is located in the coveted Area 7 for elk. Although the draw percentages for this area are low, the owners have received landowner licenses. The ranch also has bighorn sheep, sage grouse and several other species of small game. Please see the Wyoming Game and Fish web-site at <https://wgfd.wyo.gov/> for more specific dates and hunting regulations.

With the amount of water found on the ranch, it has the potential to be a great trout fishery. The ranch is also located just a few miles from Johnson Creek Reservoir which has great fishing. In previous years, the owners have stocked the reservoir with rainbow trout. School Creek on the eastern side of the property is a year-round creek providing habitat to brook and brown trout. Although the lower part of School Creek may run dry during extreme drought, according to the owners it never has ran dry all the way up. School Creek presents a unique opportunity for a new owner to develop a fishery with several ponds throughout this long and beautiful canyon.





## COMMUNITY AMENITIES

### **Wheatland, Wyoming:**

Wheatland 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.

### **Laramie, Wyoming:**

In 1868, the Union Pacific Railroad began to make its way across southern Wyoming. General Grenville Dodge, the chief surveyor for the railroad, chose the site and the name "Laramie". Laramie remained primarily a railroading town until the opening of the Wyoming Territorial Prison in 1873 and the establishment of the University of Wyoming in 1886. Today, the University of Wyoming is the only four year university in the state and is home to approximately 13,000 students who can choose from as many as 190 different programs. An abundance of outdoor activities has made Laramie one of America's top college towns according to Outside Magazine. In addition, Laramie is also home to WyoTech, one of the largest and most respected technical

institutes in the nation. WyoTech has become a leader in the industry and is home to several hundred students on a year-round basis. According to the 2010 Census, Laramie accounts for about 30,816 of Albany County's 36,299 residents.

Laramie features all the community amenities of a large, college town. In addition to athletic and cultural events sponsored by the University of Wyoming, Laramie offers an excellent health-care facility, Iverson Memorial Hospital, as well as one of the area's premier orthopedic centers, Gem City Bone & Joint. There are several medical and dental offices, over 75 dining establishments, numerous churches, banks, golf courses, fitness centers, retail stores, theatres, elementary schools, one middle school, one high school, and the Laramie Regional Airport.

Laramie is also known for having one of the area's biggest and best Fourth of July celebrations – Laramie Jubilee Days. Starting with a concert and fireworks display on the 4th, Jubilee Days is an action-packed week of professional rodeo, bull riding, carnivals, parades, and street dances.

For more information please visit the following websites:

- Laramie: [www.laramie.org](http://www.laramie.org)
- University of Wyoming: [www.uwyo.edu](http://www.uwyo.edu)
- WyoTech: [www.wyotech.com](http://www.wyotech.com)

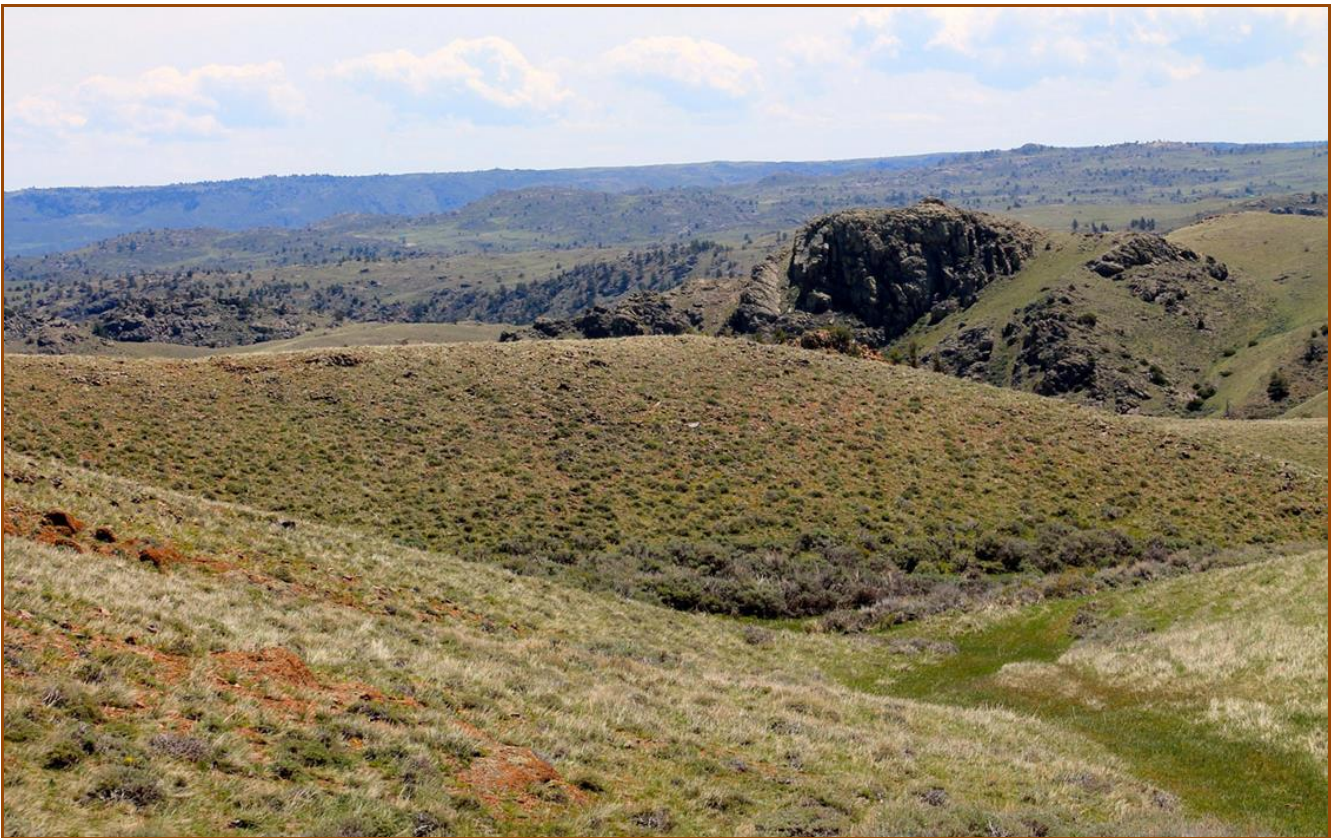
### AIRPORT INFORMATION

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:

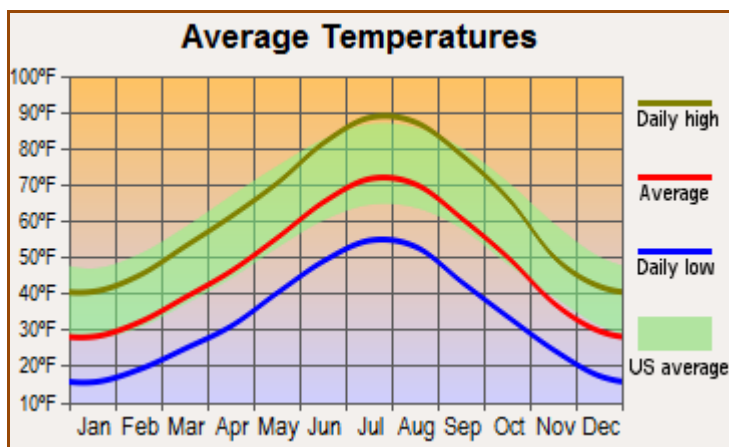
- **Laramie, Wyoming:** United Express Airlines operates flights daily from Laramie to Denver International Airport. For more information, visit <http://www.laramieairport.com/>.
- **Cheyenne, Wyoming:** Great Lakes Airlines operates flights daily from Cheyenne to Denver International Airport. The airline 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

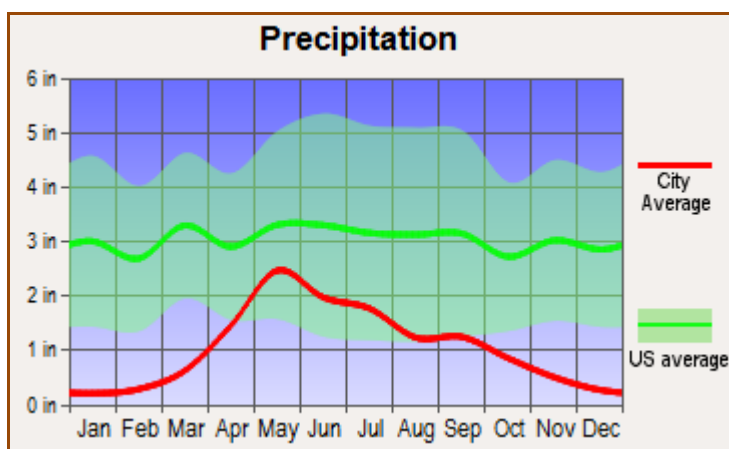
According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Wheatland, Wyoming area is approximately 13.68 inches including 36 inches of snowfall. The average high temperature in January is 43 degrees, while the low is 19 degrees. The average high temperature in July is 90 degrees, while the low is 55 degrees. The charts to the right are courtesy of [www.city-data.com](http://www.city-data.com).



## STATE OF WYOMING

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

Wyoming's energy costs are the second lowest in the nation, and the cost of living index is below the national average.



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

- No personal income tax
- Low 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.

## OFFERING PRICE

### **Price Reduced from \$2,995,000 to \$2,500,000**

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

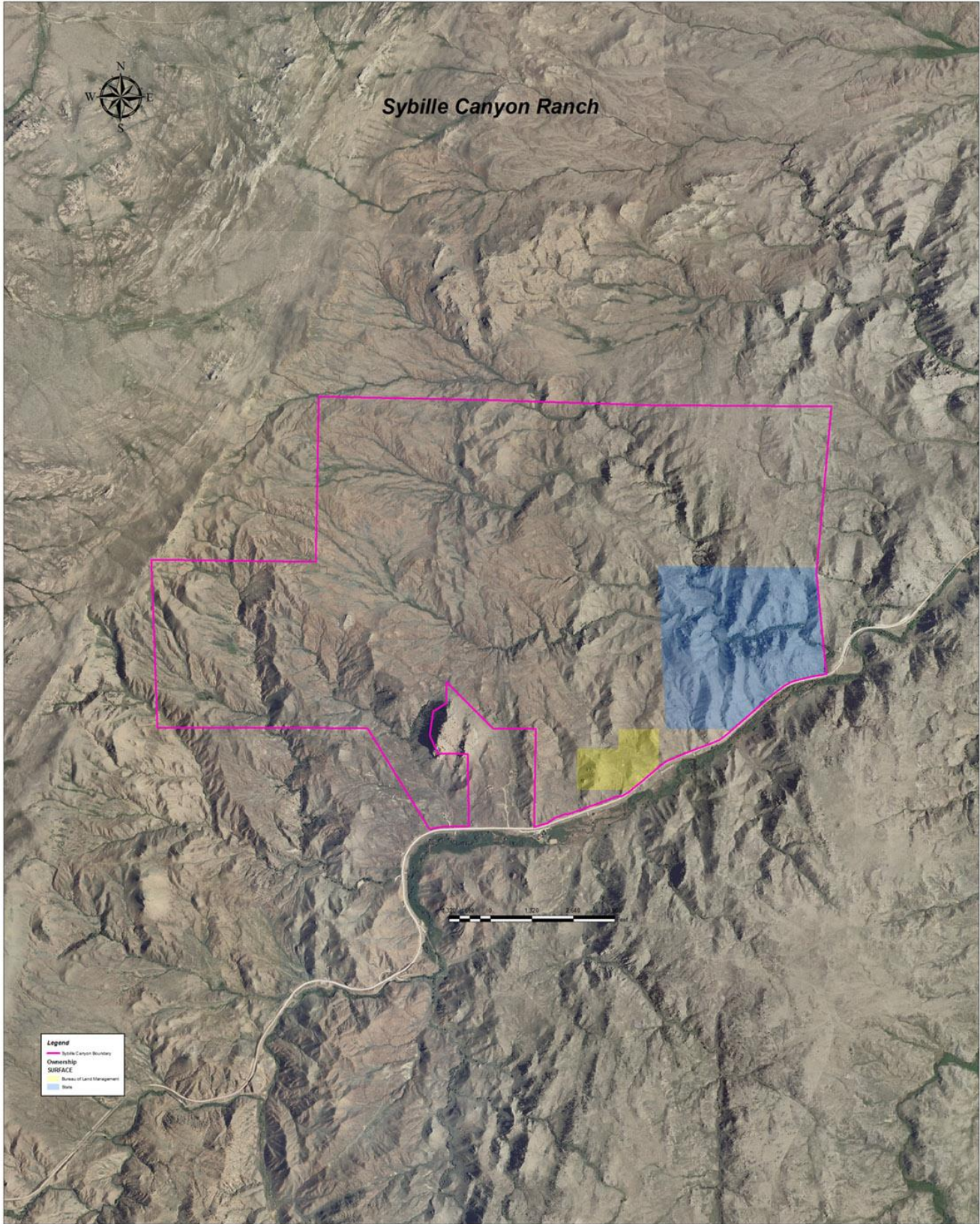
- I. All offers shall be:
  - A. in writing;
  - B. accompanied by an earnest money deposit check in the minimum amount of \$125,000 (One Hundred Twenty-Five Thousand Dollars); and
  - C. be accompanied with the name, telephone number, and address of the Buyer's personal banker in order to determine financial capability to consummate a purchase.
- II. All earnest money deposits will be deposited in the title company/closing agent's trust account.
- III. The Seller shall provide and pay for an owner's title insurance policy in full satisfaction of the negotiated purchase price.
- IV. Both Buyer and Seller shall be responsible for their own attorney fees.

## FENCES AND BOUNDARY LINES

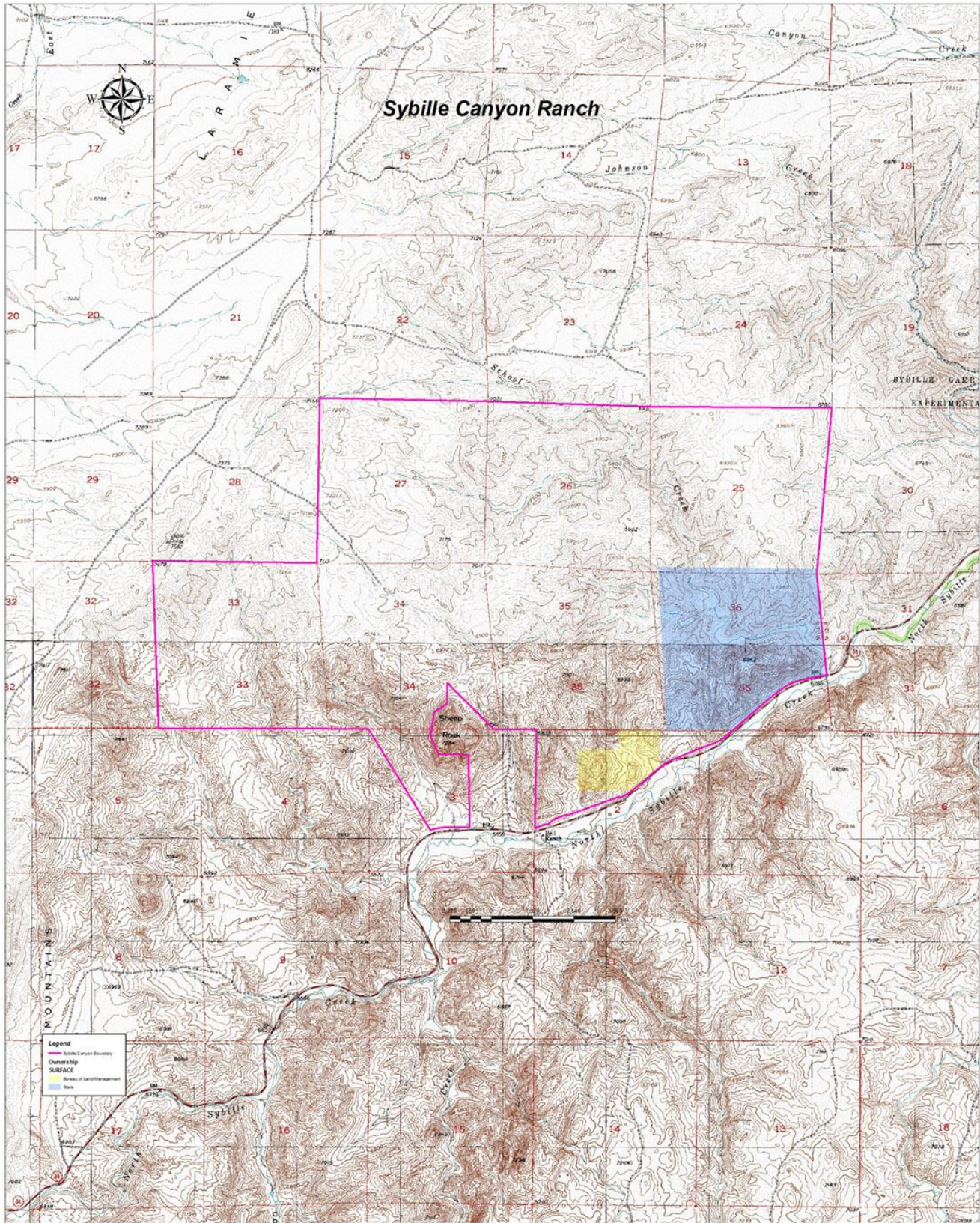
The seller is making known to all potential purchasers that there may be variations between the deeded property lines and the location of the existing fence boundary lines on the subject property. Seller makes no warranties with regard to location of the fence lines in relationship to the deeded property lines, nor does the seller make any warranties or representations with regard to specific acreage within the fenced property lines. Seller is selling the property in an "as is" condition which includes the location of the fences as they exist.

Boundaries shown on accompanying maps are approximate based on the legal description and may not indicate a survey. Maps are not to scale and are for visual aid only. Their accuracy is not guaranteed.

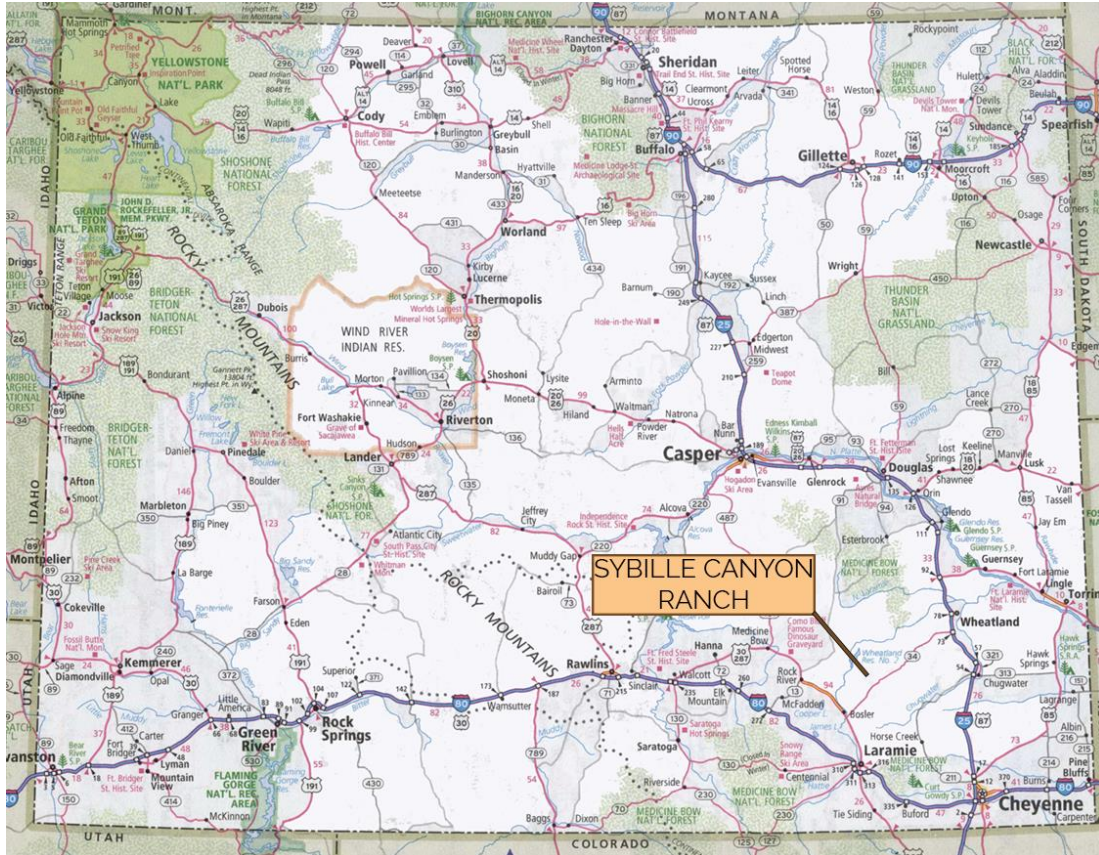
# SYBILLE CANYON RANCH ORTHO MAP



# SYBILLE CANYON RANCH TOPO MAP



# WYOMING LOCATION MAP



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Clark & Associates Land Brokers, LLC is pleased to have been selected as the Exclusive Agent for the Seller of this outstanding offering. All information has been obtained from sources deemed reliable by Clark & Associates Land Brokers, LLC; however, the accuracy of this information is not guaranteed or warranted by Clark & Associates Land Brokers, LLC, or the Sellers, and prospective buyers are charged with making and are expected to conduct their own independent investigation of the information contained herein. This offering is subject to prior sale, price change, correction or withdrawal without notice.

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

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## NOTES

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



## Jon Keil

Associate Broker / REALTOR®

Mobile: (307) 331-2833

Office: (307) 684-2125

Fax: (307) 684-4545

*jon@keil.land*

Licensed in WY & 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

### Buffalo, WY Office

879 Trabling Road  
Buffalo, WY 82834

### Billings/Miles City, MT Offices

6806 Alexander Road  
Billings, MT 59105

### Belle Fourche, SD Office

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

### Torrington, WY Office

2210 Main St  
Torrington, WY 82240

### Douglas, WY Office

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

### Wheatland, WY Office

4398 Palmer Canyon Road  
Wheatland, WY 82201

### Greybull, WY Office

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

### Cory G. Clark - Broker / Owner

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

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

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

### Denver Gilbert - Associate Broker / Owner

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

### Ronald L. Ensz - Associate Broker

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

### Logan Schliinz - Associate Broker

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

### Scott Leach - Associate Broker

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

### Jon Keil – Associate Broker

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

### Ken Weekes – Sales Associate

(307) 272-1098 ~ 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 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 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 \_\_\_\_\_